

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER N6883614GTMOGALLEY		PAGE 1 OF 102						
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER N68836-14-R-0020						
7. FOR SOLICITATION INFORMATION CALL:		a. NAME CYNTHIA VORACHACK				b. TELEPHONE NUMBER (No Collect Calls) 904-790-4283						
9. ISSUED BY NAVSUP FLC JACKSONVILLE CONTRACTS DIVISION CYNTHIA VORACHACK BLDG 110 3RD FLOOR NAS JACKSONVILLE FL 32212-0097  TEL: 904-790-4283 FAX: 904-790-4710		CODE N68836		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: 35.5M <input type="checkbox"/> NAICS: 722310		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP						
15. DELIVER TO COMMANDER NAVY REGION SOUTHEAST LT JOHN HARRISON, SC, USN PSC 1005 BOX 33 FPO AE 09593 TEL: 011-5399-2236 FAX:		CODE N60514		16. ADMINISTERED BY								
17a. CONTRACTOR/OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY		CODE						
TEL.		FACILITY CODE		<b>DRAFT</b>								
<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 <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
		<b>SEE SCHEDULE</b>										
25. ACCOUNTING AND APPROPRIATION DATA							26. TOTAL AWARD AMOUNT (For Govt. Use Only)					
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <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												
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.					29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:							
30a. SIGNATURE OF OFFEROR/CONTRACTOR					31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				31c. DATE SIGNED			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  TEL: EMAIL:							

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<b>SEE SCHEDULE</b>					

DRAFT

32a. QUANTITY IN COLUMN 21 HAS BEEN  
 RECEIVED  INSPECTED  ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
	42b. RECEIVED AT ( <i>Location</i> )
	42c. DATE REC'D ( <i>YY/MM/DD</i> )
	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Food Services Support FFP The contractor shall provide all necessary labor, personnel, supervision, management and associated support required for non-personal services in accordance with the Performance Work Statement (PWS).  Base Period of Performance: 01 August 2014 through 30 September 2014 LOCATION: Naval Station, Guantanamo Bay, Cuba FOB: Destination MILSTRIP: N6883614GTMOGALLEY PURCHASE REQUEST NUMBER: N6883614GTMOGALLEY SIGNAL CODE: A				
				NET AMT	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	Food Services Support, FFP Gold Hill Galley IAW Section C.4.17 of the PWS. FOB: Destination MILSTRIP: N6883614GTMOGALLEY PURCHASE REQUEST NUMBER: N6883614GTMOGALLEY SIGNAL CODE: A	2	Months		
				NET AMT	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	Food Services Support, FFP Leeward Galley IAW Section C.4.17 of the PWS. FOB: Destination MILSTRIP: N6883614GTMOGALLEY PURCHASE REQUEST NUMBER: N6883614GTMOGALLEY SIGNAL CODE: A	2	Months		

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	Food Services Support, FFP Camp America Galley and Kittery Cafe Feeding Operation IAW Section C.4.14 of the PWS. FOB: Destination MILSTRIP: N6883614GTMOGALLEY PURCHASE REQUEST NUMBER: N6883614GTMOGALLEY SIGNAL CODE: A	2	Months		

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD	Food Services Support, FFP Special Event Meals and Special Occasion Meals IAW Section C.5.2 and C.5.3 of the PWS. FOB: Destination MILSTRIP: N6883614GTMOGALLEY PURCHASE REQUEST NUMBER: N6883614GTMOGALLEY SIGNAL CODE: A	2	Months		

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE	Food Services Support, FFP Detainee Meals IAW Section C.4.15 and C.4.16 of the PWS. FOB: Destination MILSTRIP: N6883614GTMOGALLEY PURCHASE REQUEST NUMBER: N6883614GTMOGALLEY SIGNAL CODE: A	2	Months		

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AF		12,000	Meal		

Food Services Support,  
 COST  
 Contingency Support IAW Section C.1.7 and C.4.19 of the PWS.

Note: This is a cost line item with an estimate of 12,000 meals.  
 FOB: Destination  
 MILSTRIP: N6883614GTMOGALLEY  
 PURCHASE REQUEST NUMBER: N6883614GTMOGALLEY  
 SIGNAL CODE: A

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AG		2	Months		

Food Services Support,  
 FFP  
 Box Meals and Picnics IAW Section C.4.22 of the PWS.

The Contractor shall serve an estimate of 500 Box Meals per month.

The Contractor shall serve an estimate of 1,000 Picnic Rations per month.

Do not exceed without prior approval from the Contracting Officer. Contact the Contracting Officer for permission to continue beyond the agreed to ceiling. (Contracting POC information will be provided upon award).

FOB: Destination  
 MILSTRIP: N6883614GTMOGALLEY  
 PURCHASE REQUEST NUMBER: N6883614GTMOGALLEY  
 SIGNAL CODE: A

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AH	Food Services Support, FFP Commissions Support IAW Section C.4.18 of the PWS. FOB: Destination MILSTRIP: N6883614GTMOGALLEY PURCHASE REQUEST NUMBER: N6883614GTMOGALLEY SIGNAL CODE: A	2	Months		

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AJ	Food Services Support FFP Fence Line Feeding Operations IAW Section C.4.20 of the PWS.  The Contractor shall provide support for Fence Line Feeding on the third (3rd) Friday of odd numbered months (January, March, May, July, September and November) for sixteen (16) VIP officials. FOB: Destination MILSTRIP: N6883614GTMOGALLEY PURCHASE REQUEST NUMBER: N6883614GTMOGALLEY SIGNAL CODE: A	1	Months		

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AK	Food Services Support FFP VIP Table Reservation IAW Section C.4.23 of the PWS.	2	Months		
	The Contractor shall provide VIP table reservation for military pay grade of 0-7 and above and/or civilian equivalent. FOB: Destination MILSTRIP: N6883614GTMOGALLEY PURCHASE REQUEST NUMBER: N6883614GTMOGALLEY SIGNAL CODE: A				
				NET AMT	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	Food Services Support FFP The contractor shall provide all necessary labor, personnel, supervision, management and associated support required for non-personal services in accordance with the Performance Work Statement (PWS).  Option I - Period of Performance: 01 October 2014 through 30 September 2015.  LOCATION: Naval Station, Guantanamo Bay, Cuba  FOB: Destination SIGNAL CODE: A				
				NET AMT	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AA OPTION	Food Services Support, FFP Gold Hill Galley IAW Section C.4.17 of the PWS. FOB: Destination SIGNAL CODE: A	12	Months		

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AB OPTION	Food Services Support, FFP Leeward Galley IAW Section C.4.17 of the PWS. FOB: Destination SIGNAL CODE: A	12	Months		

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AC OPTION	Food Services Support, FFP Camp America Galley and Kittery Cafe Feeding Operation IAW Section C.4.14 of the PWS. FOB: Destination SIGNAL CODE: A	12	Months		

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AD OPTION	Food Services Support, FFP Special Event Meals and Special Occassion Meals IAW Section C.5.2 and C.5.3 of the PWS. FOB: Destination SIGNAL CODE: A	12	Months		

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AE OPTION	Food Services Support, FFP Detainee Meals IAW Section C.4.15 and C.4.16 of the PWS. FOB: Destination SIGNAL CODE: A	12	Months		

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AF OPTION	Food Services Support, COST Contingency Support IAW Section C.1.7 and C.4.19 of the PWS.	12,000	Meal		

Note: This is a cost line item with an estimate of 12,000 meals.

FOB: Destination  
SIGNAL CODE: A

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AG OPTION	Food Services Support, FFP Box Meals and Picnics IAW Section C.4.22 of the PWS.	12	Months		
<p>The Contractor shall serve an estimate of 500 Box Meals per month.</p> <p>The Contractor shall serve an estimate of 1,000 Picnic Rations per month.</p> <p>Do not exceed without prior approval from the Contracting Officer. Contact the Contracting Officer for permission to continue beyond the agreed to ceiling. (Contracting POC information will be provided upon award).                      FOB: Destination                      SIGNAL CODE: A</p>					
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AH OPTION	Food Services Support, FFP Commissions Support IAW Section C.4.18 of the PWS. FOB: Destination SIGNAL CODE: A	12	Months		
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AJ OPTION	Food Services Support FFP Fence Line Feeding Operations IAW Section C.4.20 of the PWS.	6	Months		
	The Contractor shall provide support for Fence Line Feeding on the third (3rd) Friday of odd numbered months (January, March, May, July, September and November) for sixteen (16) VIP officials. FOB: Destination SIGNAL CODE: A				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AK OPTION	Food Services Support FFP VIP Table Reservation IAW Section C.4.23 of the PWS.	12	Months		
	The Contractor shall provide VIP table reservation for military pay grade of 0-7 and above and/or civilian equivalent. FOB: Destination SIGNAL CODE: A				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001 OPTION	Food Services Support FFP The contractor shall provide all necessary labor, personnel, supervision, management and associated support required for non-personal services in accordance with the Performance Work Statement (PWS).				
Option II - Period of Performance: 01 October 2015 through 30 September 2016.					
LOCATION: Naval Station, Guantanamo Bay, Cuba					
FOB: Destination					
SIGNAL CODE: A					

NET AMT 

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AA OPTION	Food Services Support, FFP Gold Hill Galley IAW Section C.4.17 of the PWS.	12	Months		
FOB: Destination					
SIGNAL CODE: A					

NET AMT 

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AB OPTION	Food Services Support, FFP Leeward Galley IAW Section C.4.17 of the PWS.	12	Months		
FOB: Destination					
SIGNAL CODE: A					

NET AMT 

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AC OPTION	Food Services Support, FFP Camp Amercia Galley and Kittery Cafe Feeding Operation IAW Section C.4.14 of the PWS. FOB: Destination SIGNAL CODE: A	12	Months		

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AD OPTION	Food Services Support, FFP Special Event Meals and Special Occassion Meals IAW Section C.5.2 and C.5.3 of the PWS. FOB: Destination SIGNAL CODE: A	12	Months		

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AE OPTION	Food Services Support, FFP Detainee Meals IAW Section C.4.15 and C.4.16 of the PWS. FOB: Destination SIGNAL CODE: A	12	Months		

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AF OPTION	Food Services Support, COST Contingency Support IAW Section C.1.7 and C.4.19 of the PWS.	12,000	Meal		

Note: This is a cost line item with an estimate of 12,000 meals.

FOB: Destination

SIGNAL CODE: A

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AG OPTION	Food Services Support, FFP Box Meals and Picnics IAW Section C.4.22 of the PWS.	12	Months		

The Contractor shall serve an estimate of 500 Box Meals per month.

The Contractor shall serve an estimate of 1,000 Picnic Rations per month.

Do not exceed without prior approval from the Contracting Officer. Contact the Contracting Officer for permission to continue beyond the agreed to ceiling. (Contracting POC information will be provided upon award).

FOB: Destination

SIGNAL CODE: A

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AH OPTION	Food Services Support, FFP Commissions Support IAW Section C.4.18 of the PWS. FOB: Destination SIGNAL CODE: A	12	Months		

NET AMT 

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AJ OPTION	Food Services Support FFP Fence Line Feeding Operations IAW Section C.4.20 of the PWS.  The Contractor shall provide support for Fence Line Feeding on the third (3rd) Friday of odd numbered months (January, March, May, July, September and November) for sixteen (16) VIP officials. FOB: Destination SIGNAL CODE: A	6	Months		

NET AMT 

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AK OPTION	Food Services Support FFP VIP Table Reservation IAW Section C.4.23 of the PWS.	12	Months		

The Contractor shall provide VIP table reservation for military pay grade of 0-7 and above and/or civilian equivalent.  
 FOB: Destination  
 SIGNAL CODE: A

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001 OPTION	Food Services Support, FFP The contractor shall provide all necessary labor, personnel, supervision, management and associated support required for non-personal services in accordance with the Performance Work Statement (PWS).				

Option III - Period of Performance: 01 October 2016 through 30 September 2017.

LOCATION: Naval Station, Guantanamo Bay, Cuba  
 FOB: Destination  
 SIGNAL CODE: A

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AA OPTION	Food Services Support, FFP Gold Hill Galley IAW Section C.4.17 of the PWS. FOB: Destination SIGNAL CODE: A	12	Months		

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AB OPTION	Food Services Support, FFP Leeward Galley IAW Section C.4.17 of the PWS. FOB: Destination SIGNAL CODE: A	12	Months		

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AC OPTION	Food Services Support, FFP Camp America Galley and Kittery Cafe Feeding Operation IAW Section C.4.14 of the PWS. FOB: Destination SIGNAL CODE: A	12	Months		

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AD OPTION	Food Services Support, FFP Special Event Meals and Special Occassion Meals IAW Section C.5.2 and C.5.3 of the PWS. FOB: Destination SIGNAL CODE: A	12	Months		

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AE OPTION	Food Services Support, FFP Detainee Meals IAW Section C.4.15 and C.4.16 of the PWS. FOB: Destination SIGNAL CODE: A	12	Months		

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AF OPTION	Food Services Support, COST Contingency Support IAW Section C.1.7 and C.4.19 of the PWS.	12,000	Meal		

Note: This is a cost line item with an estimate of 12,000 meals.

FOB: Destination

SIGNAL CODE: A

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AG OPTION	Food Services Support, FFP Box Meals and Picnics IAW Section C.4.22 of the PWS.	12	Months		
<p>The Contractor shall serve an estimate of 500 Box Meals per month.</p> <p>The Contractor shall serve an estimate of 1,000 Picnic Rations per month.</p> <p>Do not exceed without prior approval from the Contracting Officer. Contact the Contracting Officer for permission to continue beyond the agreed to ceiling. (Contracting POC information will be provided upon award).                      FOB: Destination                      SIGNAL CODE: A</p>					
				NET AMT	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AH OPTION	Food Services Support, FFP Commissions Support IAW Section C.4.18 of the PWS. FOB: Destination SIGNAL CODE: A	12	Months		
				NET AMT	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AJ OPTION	Food Services Support FFP Fence Line Feeding Operations IAW Section C.4.20 of the PWS.	6	Months		
<p>The Contractor shall provide support for Fence Line Feeding on the third (3rd) Friday of odd numbered months (January, March, May, July, September and November) for sixteen (16) VIP officials.                      FOB: Destination                      SIGNAL CODE: A</p>					
NET AMT					<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AK OPTION	Food Services Support FFP VIP Table Reservation IAW Section C.4.23 of the PWS.	12	Months		
<p>The Contractor shall provide VIP table reservation for military pay grade of 0-7 and above and/or civilian equivalent.                      FOB: Destination                      SIGNAL CODE: A</p>					
NET AMT					<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001 OPTION	Food Services Support FFP The contractor shall provide all necessary labor, personnel, supervision, management and associated support required for non-personal services in accordance with the Performance Work Statement (PWS).				
Option IV - Period of Performance: 01 October 2017 through 30 September 2018.					
LOCATION: Naval Station, Guantanamo Bay, Cuba					
FOB: Destination					
SIGNAL CODE: A					

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AA OPTION	Food Services Support, FFP Gold Hill Galley IAW Section C.4.17 of the PWS. FOB: Destination SIGNAL CODE: A	12	Months		

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AB OPTION	Food Services Support, FFP Leeward Galley IAW Section C.4.17 of the PWS. FOB: Destination SIGNAL CODE: A	12	Months		

NET AMT 

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AC OPTION	Food Services Support, FFP Camp Amercia Galley and Kittery Cafe Feeding Operation IAW Section C.4.14 of the PWS. FOB: Destination SIGNAL CODE: A	12	Months		

NET AMT 

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AD OPTION	Food Services Support, FFP Special Event Meals and Special Occassion Meals IAW Section C.5.2 and C.5.3 of the PWS. FOB: Destination SIGNAL CODE: A	12	Months		

NET AMT 

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AE OPTION	Food Services Support, FFP Detainee Meals IAW Section C.4.15 and C.4.16 of the PWS. FOB: Destination SIGNAL CODE: A	12	Months		

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AF OPTION	Food Services Support, COST Contingency Support IAW Section C.1.7 and C.4.19 of the PWS.	12,000	Meal		

Note: This is a cost line item with an estimate of 12,000 meals.

FOB: Destination

SIGNAL CODE: A

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AG OPTION	Food Services Support, FFP Box Meals and Picnics IAW Section C.4.22 of the PWS.	12	Months		
<p>The Contractor shall serve an estimate of 500 Box Meals per month.</p> <p>The Contractor shall serve an estimate of 1,000 Picnic Rations per month.</p> <p>Do not exceed without prior approval from the Contracting Officer. Contact the Contracting Officer for permission to continue beyond the agreed to ceiling. (Contracting POC information will be provided upon award).                      FOB: Destination                      SIGNAL CODE: A</p>					
				NET AMT	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AH OPTION	Food Services Support, FFP Commissions Support IAW Section C.4.18 of the PWS. FOB: Destination SIGNAL CODE: A	12	Months		
				NET AMT	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AJ OPTION	Food Services Support FFP Fence Line Feeding Operations IAW Section C.4.20 of the PWS.	6	Months		
<p>The Contractor shall provide support for Fence Line Feeding on the third (3rd) Friday of odd numbered months (January, March, May, July, September and November) for sixteen (16) VIP officials.                      FOB: Destination                      SIGNAL CODE: A</p>					
NET AMT					<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AK OPTION	Food Services Support FFP VIP Table Reservation IAW Section C.4.23 of the PWS	12	Months		
<p>The Contractor shall provide VIP table reservation for military pay grade of 0-7 and above and/or civilian equivalent.                      FOB: Destination                      SIGNAL CODE: A</p>					
NET AMT					<hr/>

**INSPECTION AND ACCEPTANCE TERMS**

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0001AA	Destination	Government	Destination	Government
0001AB	Destination	Government	Destination	Government
0001AC	Destination	Government	Destination	Government
0001AD	Destination	Government	Destination	Government



## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-AUG-2014 TO 30-SEP-2014	N/A	COMMANDER NAVY REGION SOUTHEAST LT JOHN HARRISON, SC, USN PSC 1005 BOX 33 FPO AE 09593 011-5399-2236 FOB: Destination	N60514
0001AA	POP 01-AUG-2014 TO 30-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
0001AB	POP 01-AUG-2014 TO 30-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
0001AC	POP 01-AUG-2014 TO 30-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
0001AD	POP 01-AUG-2014 TO 30-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
0001AE	POP 01-AUG-2014 TO 30-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
0001AF	POP 01-AUG-2014 TO 30-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
0001AG	POP 01-AUG-2014 TO 30-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
0001AH	POP 01-AUG-2014 TO 30-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
0001AJ	POP 01-AUG-2014 TO 30-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
0001AK	POP 01-AUG-2014 TO 30-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
1001	POP 01-OCT-2014 TO 30-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
1001AA	POP 01-OCT-2014 TO 30-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
1001AB	POP 01-OCT-2014 TO 30-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514

1001AC POP 01-OCT-2014 TO 30-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
1001AD POP 01-OCT-2014 TO 30-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
1001AE POP 01-OCT-2014 TO 30-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
1001AF POP 01-OCT-2014 TO 30-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
1001AG POP 01-OCT-2014 TO 30-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
1001AH POP 01-OCT-2014 TO 30-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
1001AJ POP 01-OCT-2014 TO 30-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
1001AK POP 01-OCT-2014 TO 30-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
2001 POP 01-OCT-2015 TO 30-SEP-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
2001AA POP 01-OCT-2015 TO 30-SEP-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
2001AB POP 01-OCT-2015 TO 30-SEP-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
2001AC POP 01-OCT-2015 TO 30-SEP-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
2001AD POP 01-OCT-2015 TO 30-SEP-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
2001AE POP 01-OCT-2015 TO 30-SEP-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
2001AF POP 01-OCT-2015 TO 30-SEP-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
2001AG POP 01-OCT-2015 TO 30-SEP-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
2001AH POP 01-OCT-2015 TO 30-SEP-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
2001AJ POP 01-OCT-2015 TO 30-SEP-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514

2001AK POP 01-OCT-2015 TO 30-SEP-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
3001 POP 01-OCT-2016 TO 30-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
3001AA POP 01-OCT-2016 TO 30-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
3001AB POP 01-OCT-2016 TO 30-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
3001AC POP 01-OCT-2016 TO 30-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
3001AD POP 01-OCT-2016 TO 30-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
3001AE POP 01-OCT-2016 TO 30-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
3001AF POP 01-OCT-2016 TO 30-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
3001AG POP 01-OCT-2016 TO 30-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
3001AH POP 01-OCT-2016 TO 30-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
3001AJ POP 01-OCT-2016 TO 30-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
3001AK POP 01-OCT-2016 TO 30-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
4001 POP 01-OCT-2017 TO 30-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
4001AA POP 01-OCT-2017 TO 30-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
4001AB POP 01-OCT-2017 TO 30-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
4001AC POP 01-OCT-2017 TO 30-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
4001AD POP 01-OCT-2017 TO 30-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
4001AE POP 01-OCT-2017 TO 30-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514

4001AF POP 01-OCT-2017 TO 30-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
4001AG POP 01-OCT-2017 TO 30-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
4001AH POP 01-OCT-2017 TO 30-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
4001AJ POP 01-OCT-2017 TO 30-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
4001AK POP 01-OCT-2017 TO 30-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514

## CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	OCT 2010
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	SEP 2013
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-6	Data Universal Numbering System Number	JUL 2013
52.204-7	System for Award Management	JUL 2013
52.204-13	System for Award Management Maintenance	JUL 2013
52.212-3 Alt I	Offeror Representations and Certifications--Commercial Items (NOV 2013) Alternate I	APR 2011
52.212-4	Contract Terms and Conditions--Commercial Items	SEP 2013
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.229-6	Taxes--Foreign Fixed-Price Contracts	FEB 2013
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.233-2	Service Of Protest	SEP 2006
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	DEC 2008

252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7012	Safeguarding of unclassified controlled technical information	NOV 2013
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.209-7993 (Dev)	Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law—Fiscal Year 2014 Appropriations (Deviation)	FEB 2014
252.209-7994	Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law—Fiscal Year 2014 Appropriations (Deviation)	OCT 2013
252.209-7999	Representation by Corporations Regarding an Unpaid Delinquent Tax Liability	FEB 2012
252.217-7019	Sanitary Conditions	DEC 1991
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.225-7001	Buy American And Balance Of Payments Program	DEC 2012
252.225-7005	Identification Of Expenditures In The United States	JUN 2005
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.225-7041	Correspondence in English	JUN 1997
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.237-7019	Training for Contractor Personnel Interacting with Detainees	JUN 2013
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.246-7003	Notification of Potential Safety Issues	JUN 2013
252.247-7022	Representation Of Extent Of Transportation Of Supplies By Sea	AUG 1992
252.247-7023	Transportation of Supplies by Sea	JUN 2013

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JULY 2013)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449).

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number: **N68836-14-R-0020**
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms: **Insert price and applicable discount terms in the solicitation only.**
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically); **If registered in ORCA/SAM, state the valid registration date, and submittal of a hard copy is not required.**
- (9) Acknowledgment of Solicitation Amendments: **A signature and date is required on all amendments.**
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration. **NOTE: All questions and clarifications regarding this solicitation must be submitted via email; subject line to read: Questions/Clarifications for N68836-14-R-0020. The deadline date for questions and clarifications is 10 days after the RFP is posted. All questions or clarifications shall be compiled into one (1) email. The deadline date will allow the Government adequate time prepare and issue responses to all offeror's prior to the date and time set forth of receipt of proposals. All questions/clarifications shall be emailed to both [oulav.vorachack@navy.mil](mailto:oulav.vorachack@navy.mil) and [mattie.washington@navy.mil](mailto:mattie.washington@navy.mil)**
- (12) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (13) Late submissions, modifications, revisions, and withdrawals of offers:
  - (13a) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation.
  - (13c) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--
    - (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
    - (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received. However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(14a) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(14b) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(14c) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(15) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(16) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(17) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(18) System for Award Management. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

(19) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
  - (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
  - (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
  - (4) A summary of the rationale for award;
  - (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
  - (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.
- (End of provision)

### **SUBMISSION OF PROPOSALS**

1. **Summary:** Commander Navy Region Southeast and Joint Task Force have a requirement to acquire full food services in support of four dining facilities located at Naval Station, Guantanamo Bay, Cuba.

2. **Submission of Proposals:** Proposals must be returned to the address listed below no later than the date and time specified on page 1, block 9 of the solicitation. (Faxed or emailed proposals will not be accepted.) Submissions of "Late" proposals will not be accepted. The Government reserves the right to make award solely on initial proposals received. Offerors bear the burden of ensuring all portions of the offer (and any authorized amendments) reach the designated office before the specified due date in the solicitation.

Proposals shall be delivered to:

Fleet Logistics Center Jacksonville, FL  
Attn: Cynthia Vorachack-Hogan/Mattie Washington; Solicitation No: **N68836-14-R-0020**  
110 Yorktown Ave; 3rd Floor Contracting; Code 230  
Naval Air Station Jacksonville, FL 32212-0097

3. **Contract Authority:** The Government will solicit and award this contract using FAR Part 12, Acquisition of Commercial Items.

4. **Period of Acceptance for Offers:** Offerors agree to hold their prices firm for a period of 90 calendar days from date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation. Award is anticipated on or around **18 JULY 2014**. The Government may withhold award for up to 90 calendar days after receipt of the offeror priced proposal.

5. **Format of Proposals:** Offerors shall submit proposals containing all of the information below and shall format proposals in separately bound volumes as follows:

**VOLUME I: NON-PRICE EVALUATION FACTOR - TECHNICAL CAPABILITY**  
(Submit one original and three copies)

**TAB 1 – Technical Capability** - Shall be written and consist of 100 pages maximum exclusive of section dividers, Table of Content, Lists of Figures, and Glossary of Terms. The evaluators will read only up to the maximum number of pages specified. Submissions shall be limited to the number of pages specified total, inclusive of any drawings.

charts, etc. Type shall be no smaller than font size 12 and shall be single spaced. Page size shall not exceed 8 ½” x 11”. Original and 3 copies to include all data and information required for evaluation shall be submitted. Volume I shall exclude any reference to the pricing aspects of the offer.

Subfactor 1: Technical Approach and Capability

Subfactor 2: Management/Quality Control Plan

Subfactor 3: Staffing Plan with Key Personnel

**Note:** Manning charts, graphs, and tables will count towards the maximum page limitations.

**Note:** The offeror shall provide identities, resumes and certification of key personnel. Personnel resumes, may be single spaced, typewritten (one side only), in a type size no smaller than font size 12 proportional on paper not larger than 8 ½” x 11”. Resumes will be considered an attachment to the Staffing Plan w/ Key Personnel. The information as follows shall be included in the resume.

1. Name and Educational Background
2. Employment History providing the name of each employer, the period of employment and title.
3. Experience History of applicable experience only. Include name of company, number years of experience, description of duties, level of responsibility, and title.
4. Experience history or such other experience as the company may wish to present to show the potential of the candidate. The same information as for applicable experience shall be indicated.
5. Each resume must indicate whether it is for a current employee of your firm or a proposed new hire.
6. If key personnel are not currently employed by the offeror, letters of intent to be employed for each key Personnel shall be included.

**TAB 2 – Past Performance** – Shall be written and consist of 20 pages maximum. The offeror and any proposed subcontractor shall provide a list of contracts and/or subcontracts completed during the past three (3) years in which work was similar in size and scope to the proposed effort. Contracts list may include those entered into by Federal Government, agencies of state and local governments, and commercial customers. These contracts should be similar in nature to the work required by the scope of the work. Past performance information may also be obtained from evaluations prepared in accordance with FAR 42.15.

**Note:** Past Performance Evaluations Surveys will be considered an attachment and not included in the page count for past performance.

**VOLUME II: STANDARD FORM OF CONTRACT & PRICE PROPOSAL**  
(Submit one original and three copies)

**TAB 1- Standard Form SF 1449.** “Solicitation/Contract/Order for Commercial Items” blocks 17a, 30a, 30b and 30c page 1 of SF 1449 shall be completed by Offerors and blocks 30a, 30b and 30c shall be signed to show the offeror has read and agrees to comply with all terms, conditions, and instructions provided in the solicitation document.

**TAB 2- Price Proposal** RFP Section “Supplies/Services” Pricing shall include all labor, material, and consumables required to perform the work listed in the performance work statement. Offeror shall fill in the bid schedule and complete the pricing table.

**TAB 3 - Offeror(s) Point of Contact & Representation and Certification information.** Provide the name, title, email address, and telephone number of the individual(s) responsible for inquires to the proposal. For Representation and Certifications, Offerors shall either complete FAR 52.212-3 & FAR 52.219-1 contained in the solicitation OR provide a statement that certification in ORCA is current, complete, and accurate as of the date of the offeror’s signature, or list any changes.

charts, etc. Type shall be no smaller than font size 12 and shall be single spaced. Page size shall not exceed 8 ½” x and included in Volume II.

**TAB 5- Matrix/Manpower Chart.** The offerors shall provide one complete copy of the Matrix/Manpower Chart identifying the labor categories, the number of personnel assigned to each category, proposed hours and site without pricing in Volume I and one copy of the Matrix/Manpower Chart inclusive of pricing in Volume II.

**RFP Submittals**

Volume	Content	Page Limitation	Number of Copies
Volume I (Tab 1)	Technical Capability Matrix, Manpower Chart (Pricing excluded)	100 pgs max	Original + 3
Volume I (Tab 2)	Past Performance	20 pgs max	Original + 3
Volume II (Tab 1 to 5)	Price Proposal, RFP, Amendments, Matrix, Manpower Chart (Pricing included)	N/A	Original + 1

**MATRIX/MANPOWER CHART (EXAMPLE)**

Clin #	Contractor	Labor Category (proposed)	Labor Hours	Dollars
0001 (Base Year)	ABC Incorporated (Prime)	Programmer, Computer	XX	\$ XX.XX

**NOTE:** The priced Matrix/Manpower chart shall consist of a detailed cost breakdown.

**NOTE:** Failure to furnish a complete technical proposal as outlined above will render the offer unacceptable.

**INSTRUCTIONS FOR WRITTEN PROPOSALS**

Text shall be single spaced, on 8-1/2” x 11” paper, with a minimum one-inch margin left and right. Pages shall be numbered consecutively. A page printed on both sides shall be counted as two pages. Submission as double-sided printing/copying on recycled paper is encouraged. Print shall be at a minimum 12 pitch font size characters per inch spacing. Bolding, underlining, and italics may be used to identify topic demarcations or points of emphasis.

Each tab shall be separate and shall be written to the greatest extent possible on a stand-alone basis so that its content may be evaluated with minimum cross-referencing to other tabs/volumes of the proposal.

The bottom (footer) of each page in Volume I, and Volume II shall be affixed with the following legend:

**“Source Selection Information”  
See FAR 2.101 and 3.104**

**LOWEST PRICED TECHNICALLY ACCEPTABLE (LPTA) AWARD**

**52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)**

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

1. Technical Capability: The offerors shall demonstrate an understanding for the solicitation requirements by describing in detail: approach, plan, performance, management, and administration the work specifically required by the Performance Work Statement (PWS). The technical capability must identify the methodology and analytical techniques the offeror will use to fulfill the PWS requirement.

Sub-factor One: Technical Approach and Capability

The offeror shall demonstrate their technical approach and capabilities in meeting the requirements set forth in the PWS. The offeror must provide a comprehensive and detailed approach to perform, manage, and administer performance on the contract. In order to be determined technically acceptable, the Technical Approach and Capability must satisfactorily address how the offeror will address performing the solicitation requirements. The proposal must provide a comprehensive and detailed approach to staffing to demonstrate the capability of having staff in place at the time of contract award. The proposal must contain enough detail so as to demonstrate a firm understanding of the PWS.

Further, technical approach and capability will be determined solely on the content and merit of the information submitted in response to the RFP. Therefore, it is incumbent on the interested party to provide sufficient technical documentation in order for the Government to make an adequate assessment of the Contractor's Technical Approach and Capability.

Sub-factor Two: Management/Quality Control Plan

The offeror shall ensure quality service is maintained to perform services that meet the contract requirements throughout the life of the contract. Offeror shall therefore prepare a Management/Quality Control Plan. The plan shall, at a minimum, discuss the offeror's overall approach and procedures for evaluating each of the major service areas contained in the PWS, communicating with the Government, resolving deficiencies, and identifying potential improvements. The Management Plan shall address the offeror's proposed organizational structure and management of the contract in order to ensure successful performance of the contract. This includes lines of responsibility, authority (supervisory chain), and communication through which the work will be performed. The offeror must also address what role, if any, any proposed subcontractors will play, their relationship with the prime contractor, and how their work will be managed. The plan shall also discuss internal review processes to include at a minimum: who will perform reviews and how reviews and/or inspections will be conducted (e.g. random, customer complaint, etc.).

The offeror shall comply with all applicable DoD security regulations and procedures during the performance of this contract. The plan shall include Contractor's cognizant security office information (Name, Address and Zip Code).

Sub-factor Three: Staffing Plan with Key Personnel

The offeror shall provide the Government a staffing plan that includes a labor mix (labor category and number of personnel) that meets and can accomplish the requirements set forth in the PWS. The offeror shall provide the labor category or categories that they intend to utilize during the performance of this contract. The proposed labor category or categories shall be evaluated to determine sufficiency in knowledge and skills required to successfully complete the tasking. The staffing level the contractor proposes shall be sufficient to successfully accomplish the required tasks with minimal risk.

The offeror shall submit resumes of key personnel (SECTION C.1.5) that adequately describe the qualifications and expertise of proposed key personnel with regards to the requirements listed in the PWS. If key personnel are not currently employed by the offeror, letters of intent to be employed for each key personnel shall be included. Key personnel are defined in section C.1.5 of the PWS .

**RESUMES** (*Limit to 5 pages per proposed employee. Resumes will not count against page count for Technical Proposal*): Offerors shall submit resumes for employees proposed and the resumes shall demonstrate that the proposed candidate/s meets or exceeds the required educational and experience levels identified in the PWS.

**ACCEPTABLE:** Proposal clearly meets the minimum requirements of the solicitation.

**UNACCEPTABLE:** Proposal does not clearly meet the minimum requirements of the solicitation.

**NOTE:** A rating of "Unacceptable" for any subfactor will render the Offeror's proposal "Unacceptable" for Technical Capability. A rating of "Unacceptable" for Technical Capability will render the Offeror ineligible for contract award.

**Volume I – Factor 2- Past Performance:**

The offeror shall provide prior or current contract award information on three (3) previous Government contracts whose effort was similar in size and scope to the effort required by this solicitation. The contracts provided should have been performed within the last three (3) years. If no Federal Government contract past performance is available, state or local Government contracts or commercial contract information may be submitted. Offerors may provide other information that may be relevant in determining past performance history for the same or similar work. The information must be clear whether the work by the offeror was performed as a prime contractor or a subcontractor.

In addition to the information requested above, offerors shall ensure at least two (2) Past Performance Evaluation Surveys, involving work similar in size and scope to that required by this solicitation either currently being performed and/or have been performed within the last three (3) years, are submitted by individuals completing the questionnaire, prior to the solicitation close date, to the Contract Specialist. The Government reserves the right to contact references for verification for additional information. The Past Performance Survey is a word document and is attached as part of FAR Clause 52.212-1, Instructions to Offerors.

The Government may verify past performance information. The Government may contact some or all of the references provided, as appropriate, and may collect information through questionnaires, telephone interviews and existing data sources to include but not limited to: Contractor Performance Assessment Reporting System (CPARS) and Past Performance Information Retrieval System (PPIRS). The Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources including sources outside of the Government. This past performance information will be used for the evaluation of past performance.

The following adjectival ratings will apply to Past Performance:

- **ACCEPTABLE:** Based on the offeror's performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror's performance record is unknown. (Refer to note below)
- **UNACCEPTABLE:** Based on the offeror's performance record, the Government has no reasonable expectation that the offeror will successfully perform the required effort.

**Note:** In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305(a) (2) (iv)). Therefore, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, "unknown" shall be considered "acceptable."

**Volume II – Factor 3 - Price:**

The Price Proposal shall cover all aspects of the proposed effort. Include all price elements applicable to the proposed effort. Data contained in the Price Proposal shall be consistent with data contained in the Technical Capability portion of the proposal. Since adequate price competition is anticipated in response to this announcement, certified cost or pricing data is not required. The offeror is required to submit a price proposal breakdown for each facility by performance period. For an offer to be considered reasonable, when applicable, base rates must at a minimum reflect the applicable wage determination.

The Government will evaluate offers for award purposes by adding the total price for all options, including any periods anticipated to be covered by FAR Clause 52.217-8 to the total price for the base period. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

**Basis of Award: Lowest Priced Technically Acceptable Offeror**

**Note:** Failure to furnish a complete Request for Proposal package may render your offer/proposal unacceptable.

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation is the lowest price technically acceptable to the Government. Non-price factors and subfactors will be evaluated on an acceptable or unacceptable basis.

(b) Options: The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

**Note:** The Government reserves the right to award a contract on the basis of initial offers received without discussions. Therefore, each initial offer must contain the offeror's best terms from the ability to meet the selection criteria and provide the best possible service to the Government. Failure to furnish a complete package may render your proposal unacceptable.

**Note:** In order to be considered Technically Acceptable, the offeror must be rated "Acceptable" for each non-price factor and subfactor. If rated "Unacceptable" in any one subfactor, the offeror is rated as Technically Unacceptable for factor 1 Technical Capability. Therefore, offeror will not be considered for award. Failure to furnish a complete package may render the offeror proposal unacceptable.

(End of provision)

#### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (NOV 2013) ALTERNATE I (APR 2011)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <http://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"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 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 its stock is owned by one or more women; or

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

"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 stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(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 electronically on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations 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 (n) 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 on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will 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 to paragraphs (c)(8) and (9): 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 [  ballot] is, [  ballot] 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 [ \_\_\_ ballot] is, [ \_\_\_ ballot] 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 [ \_\_\_ ballot] is, [ \_\_\_ ballot] 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) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).) The offeror represents as part of its offer that it ( ) is, ( ) is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

\_\_\_ 50 or fewer \_\_\_ \$1 million or less

\_\_\_ 51 - 100 \_\_\_ \$1,000,001 - \$2 million

\_\_\_ 101 - 250 \_\_\_ \$2,000,001 - \$3.5 million

- 251 - 500  \$3,500,001 - \$5 million
- 501 - 750  \$5,000,001 - \$10 million
- 751 - 1,000  \$10,000,001 - \$17 million
- Over 1,000  Over \$17 million

(11) (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 SAM 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)(9)(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: )

(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 of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

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

Individual/concern, other than one of the preceding.

(d) Certifications and 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 either to the Equal Opportunity clause of this solicitation, the 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 Subparts 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 \$100,000.) 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--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--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
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(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.) 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, Panamanian, 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, Panamanian, 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, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
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---	---

[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
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[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 (Jan 2004). 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 (Jan 2004). 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, Panamanian, 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, Panamanian, 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; and

(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) [ \_\_\_ ballot] Have, [ \_\_\_ ballot] 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. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(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. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

(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 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.

(1) 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 the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (1)(3) through (1)(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) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and certifications. 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;

(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; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(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)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (NOV 2013)

(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)).

**XX** 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: (Contracting Officer check as appropriate.)

**XX** (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 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

**XX** (4) **52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (July 2013) (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).

**XX** (6) **52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug, 2013) (31 U.S.C. 6101 note).**

**XX** (7) **52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (July 2013) (41 U.S.C. 2313).**

\_\_\_\_ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

\_\_\_\_ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

\_\_\_\_ (10) 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).

\_\_\_\_ (11) [Reserved]

- \_\_\_\_(12)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).
- \_\_\_\_ (ii) Alternate I (NOV 2011).
- \_\_\_\_ (iii) Alternate II (NOV 2011).
- \_\_\_\_ (13)(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.
- \_\_\_\_ (14) 52.219-8, Utilization of Small Business Concerns (July 2013) (15 U.S.C. 637(d)(2) and (3)).
- \_\_\_\_ (15)(i) 52.219-9, Small Business Subcontracting Plan (July 2013) (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 (Jul 2010) of 52.219-9.
- \_\_\_\_ (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- \_\_\_\_(17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- \_\_\_\_ (18) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_\_ (19)(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.
- \_\_\_\_ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (July 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_\_ (21) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_\_(22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

\_\_\_\_ (23) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).

\_\_\_\_ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (July 2013) (15 U.S.C. 637(m)).

\_\_\_\_ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (July 2013) (15 U.S.C. 637(m)).

**XX (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).**

**XX (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (NOV 2013) (E.O. 3126).**

**XX (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).**

**XX (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).**

**XX (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).**

**XX (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).**

**XX (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).**

\_\_\_\_ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

\_\_\_\_ (34) 52.222-54, Employment Eligibility Verification (Aug 2013). (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.)

\_\_\_\_ (35)(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.)

\_\_\_\_ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

\_\_\_\_ (37)(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.

**XX (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).**

\_\_\_\_ (39) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

\_\_\_\_ (40)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (NOV 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

(ii) Alternate I (MAR 2012) of 52.225-3.

(iii) Alternate II (MAR 2012) of 52.225-3.

(iv) Alternate III (NOV 2012) of 52.225-3.

\_\_\_\_\_ (41) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

**XX (42) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).**

\_\_\_\_\_ (43) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

\_\_\_\_\_ (44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150)

\_\_\_\_\_ (45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_\_\_ (46) 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)).

**XX (47) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).**

**XX (48) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).**

\_\_\_\_\_ (49) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

\_\_\_\_\_ (50) 52.232-36, Payment by Third Party (July 2013) (31 U.S.C. 3332).

\_\_\_\_\_ (51) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

**XX (52)(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: (Contracting Officer check as appropriate.)

\_\_\_\_\_ (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) (41 351, 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) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

\_\_\_\_\_ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

\_\_\_\_\_ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 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 (Jul 2013) (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) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

- (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 1998) (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 (Aug 2013).
- (xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xiv) 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.
- (xv) 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)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **FIRM FIXED PRICE** contract resulting from this solicitation.

(End of provision)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers 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).

(End of provision)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder **shall not exceed 6 months**. The Contracting Officer may exercise the option by written notice to the Contractor within **30 days prior to contract expiration**.

(End of clause)

##### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within **30 days of contract expiration**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60 days** before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **56 months**.

(End of clause)

##### 52.228-3 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984)

The Contractor shall (a) provide, before commencing performance under this contract, such workers' compensation insurance or security as the Defense Base Act (42 U.S.C. 1651, et seq.) requires and (b) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.

(End of clause)

##### 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract 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 contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

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 Fleet Logistics Center  
110 Yorktown Ave; 3<sup>rd</sup> Floor Contracting  
Attn: Code 230 (Cynthia Vorachack-Hogan/Mattie Washington)  
Naval Air Station, Jacksonville Fl 32212-0097**

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

(End of provision)

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

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

FAR Clauses: <http://acquisition.gov/far/>

DFARS Clauses: <http://www.acq.osd.mil/dpap/dars/dfars/>

(End of provision)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

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

(a) "Definitions."

As used in this provision --

(a) "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 6(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 such acts of international terrorism. As of the date of this provision, terrorist countries subject to this provision include: Cuba, Iran, 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.

(End of provision)

252.209-7994 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW—FISCAL YEAR 2014 APPROPRIATIONS (DEVIATION 2014-O0004) (OCTOBER 2013)

(a) In accordance with section 101(a) of Division A of the Continuing Appropriations Act, 2014 (Pub. L. 113-46), none of the funds made available by that Act for DoD (including Military Construction funds) 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; or

(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.

(End of provision)

252.215-7007 NOTICE OF INTENT TO RESOLICIT (JUN 2012)

This solicitation provides offerors fewer than 30 days to submit proposals. In the event that only one offer is received in response to this solicitation, the Contracting Officer may cancel the solicitation and resolicit for an additional period of at least 30 days in accordance with 215.371-2.

(End of provision)

252.215-7007 NOTICE OF INTENT TO RESOLICIT (JUN 2012)

This solicitation provides offerors fewer than 30 days to submit proposals. In the event that only one offer is received in response to this solicitation, the Contracting Officer may cancel the solicitation and resolicit for an additional period of at least 30 days in accordance with 215.371-2.

(End of provision)

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Routing Data Table\*

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

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

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

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

\_\_\_\_\_  
 \_\_\_\_\_

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

(g) WAWF point of contact.

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

\_\_\_\_\_

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

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

(End of clause)

252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)

(a) The Contractor shall ensure that personnel accessing information systems have the proper and current information assurance certification to perform information assurance functions in accordance with DoD 8570.01 -M, Information

Assurance Workforce Improvement Program. The Contractor shall meet the applicable information assurance certification requirements, including--

(1) DoD-approved information assurance workforce certifications appropriate for each category and level as listed in the current version of DoD 8570.01-M; and

(2) Appropriate operating system certification for information assurance technical positions as required by DoD 8570.01-M.

(b) Upon request by the Government, the Contractor shall provide documentation supporting the information assurance certification status of personnel performing information assurance functions.

(c) Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing information assurance functions.

(End of clause)

**5252.204-9400 Contractor Unclassified Access to Federally Controlled Facilities, Sensitive Information, Information Technology (IT) Systems or Protected Health Information (July 2013)**

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.

**APPLICABILITY**

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 DoN or DoD computer/network/system to perform certain unclassified sensitive duties. This clause also applies to contractor employees who access Privacy Act and Protected Health Information, provide support associated with fiduciary duties, or perform duties that have been identified by DON as National Security Position, as advised by the command security manager. It is the responsibility of the responsible security officer of the command/facility where the work is performed to ensure compliance.

Each contractor employee providing services at a Navy Command under this contract is required to obtain a Department of Defense Common Access Card (DoD CAC). Additionally, depending on the level of computer/network access, the contract employee will require a successful investigation as detailed below.

**ACCESS TO FEDERAL FACILITIES**

Per HSPD-12 and implementing guidance, all contractor employees working at a federally controlled base, facility or activity under this clause will require a DoD CAC. When access to a base, facility or activity is required contractor employees shall in-process with the Navy Command’s Security 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.

**ACCESS TO DOD IT SYSTEMS**

In accordance with SECNAV M-5510.30, contractor employees who require access to DoN or DoD networks are categorized as IT-I, IT-II, or IT-III. The IT-II level, defined in detail in SECNAV M-5510.30, includes positions which require access to information protected under the Privacy Act, to include Protected Health Information (PHI). All contractor employees under this contract who require access to Privacy Act protected information are therefore categorized no lower than IT-II. IT Levels are determined by the requiring activity’s Command Information

Assurance Manager. Contractor employees requiring privileged or IT-I level access, (when specified by the terms of the contract) require a Single Scope Background Investigation (SSBI) which is a higher level investigation than the National Agency Check with Law and Credit (NACLC) described below. Due to the privileged system access, a SSBI suitable for High Risk public trusts positions is required. Individuals who have access to system control, monitoring, or administration functions (e.g. system administrator, database administrator) require training and certification to Information Assurance Technical Level 1, and must be trained and certified on the Operating System or Computing Environment they are required to maintain.

Access to sensitive IT systems is contingent upon a favorably adjudicated background investigation. 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 decision to authorize access to a government IT system/network is inherently governmental. The contractor supervisor is not authorized to sign the SAAR-N; therefore, the government employee with knowledge of the system/network access required or the COR shall sign the SAAR-N as the "supervisor".

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 may 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.

#### **INTERIM ACCESS**

The Navy Command's Security Manager may authorize issuance of a DoD CAC and interim access to a DoN or DoD unclassified computer/network upon a favorable review of the investigative questionnaire and advance favorable fingerprint results. When the results of the investigation are received and a favorable determination is not made, the contractor employee working on the contract under interim access will be denied access to the computer network and this denial will not relieve the contractor of his/her responsibility to perform.

#### **DENIAL OR TERMINATION OF ACCESS**

The potential consequences of any requirement under this clause including denial or termination of physical or system access 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. The contractor shall insert this clause in all subcontracts when the subcontractor is permitted to have unclassified access to a federally controlled facility, federally-controlled information system/network and/or to government information, meaning information not authorized for public release.

#### **CONTRACTOR'S SECURITY REPRESENTATIVE**

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 requiring activity'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 and Command Security Manager.

#### **BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO NATIONAL SECURITY POSITIONS OR PERFORMING SENSITIVE DUTIES**

Navy security policy requires that all positions be given a sensitivity value based on level of risk factors to ensure appropriate protective measures are applied. Navy recognizes contractor employees under this contract as Non-Critical Sensitive [ADP/IT-II] when the contract scope of work require physical access to a federally controlled base, facility or activity and/or requiring access to a DoD computer/network, to perform unclassified sensitive duties. This designation is also applied to contractor employees who access Privacy Act and Protected Health Information (PHI), provide support associated with fiduciary duties, or perform duties that have been identified by DON as National Security Positions. At a minimum, each contractor employee must be a US citizen and have a favorably completed NACLCL to obtain a favorable determination for assignment to a non-critical sensitive or IT-II position. The NACLCL consists of a standard NAC and a FBI fingerprint check plus law enforcement checks and credit check. Each contractor employee filling a non-critical sensitive or IT-II position is required to complete:

- SF-86 Questionnaire for National Security Positions (or equivalent OPM investigative product)
- Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)
- 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. Background investigations shall be reinitiated as required to ensure investigations remain current (not older than 10 years) throughout the contract performance period. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

Regardless of their duties or IT access requirements ALL contractor employees shall in-process with the Navy Command's Security 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. Employees requiring IT access shall also check-in and check-out with the Navy Command's Information Assurance Manager. 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.

The contractor shall ensure that each contract employee requiring access to IT systems or networks complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. Contractor employees shall accurately complete the required investigative forms prior to submission to the Navy Command Security Manager. 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 may render the contractor employee ineligible for the assignment. An unfavorable determination made by the Navy is final (subject to SF-86 appeal procedures) and such a determination does not relieve the contractor from meeting any contractual obligation 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 determination.

If the contractor employee already possesses a current favorably adjudicated investigation, the contractor shall submit a Visit Authorization Request (VAR) via the Joint Personnel Adjudication System (JPAS) or a hard copy VAR directly from the contractor's Security Representative. Although the contractor will take JPAS "Owning" role over the contractor employee, the Navy Command will take JPAS "Servicing" role over the contractor employee during the hiring process and for the duration of assignment under that contract. 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.

## **BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO OR PERFORMING NON-SENSITIVE DUTIES**

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 United States (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 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 (or an electronic fingerprint submission)
- Original Signed Release Statements

The contractor shall ensure each individual employee has a current favorably completed National Agency Check with Written Inquiries (NACI) or ensure successful FBI fingerprint results have been gained and investigation has been processed with OPM

Failure to provide the required documentation at least 30 days prior to the individual's start date may result in delaying the individual's start date.

\* Consult with your Command Security Manager and Information Assurance Manager for local policy when IT-III (non-sensitive) access is required for non-US citizens outside the United States.

**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 this 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 Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer 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 with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, 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 Contracting Officer is:

NAME: **Bethany Germann**  
 ADDRESS: **110 Yorktown Ave; 3<sup>rd</sup> Floor Contracting**  
**Attn: Code 230**  
**NAS Jacksonville Fl 32212**  
 TELEPHONE: **904-542-0927**

(End of Clause)

**FREEDOM OF INFORMATION ACT (FOIA)**

**UNIT PRICES**

Contractor unit prices, when incorporated into a Government contract, will be released under the Freedom of Information Act (FOIA) without further notice to the contractor submitter. If the Contractor takes issue with the release, it should submit its proposal data with the appropriate legends and explain in detail why such data cannot be released as a public record under the Freedom of Information Act.

**NAVSUP FLCJ FOIA REPRESENTATIVE:**

Steven Palmer  
110 Yorktown Avenue; 3<sup>rd</sup> Floor  
Naval Air Station  
Jacksonville, Fl 32212

Telephone: (904) 542-3824  
Email: [steven.w.palmer@navy.mil](mailto:steven.w.palmer@navy.mil)

COR APPOINTMENT

**APPOINTMENT OF CONTRACTING OFFICER'S REPRESENTATIVE**

(a) The Contracting Officer hereby designates the following individual as Contracting Officer's Representative(s) (COR) for this contract:

Name: **INFORMATION PROVIDED UPON AWARD**  
Mailing Address:  
Telephone No.:

(b) In the absence of the COR named above, all responsibilities and functions assigned to the COR shall be the responsibility of the alternate COR acting on behalf of the COR. The Contracting Officer hereby appoints the following individual as the alternate COR:

Name: **INFORMATION PROVIDED UPON AWARD**  
Mailing Address:  
Telephone No.:

(c) The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion as necessary with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of effort outside the existing scope of the contract (or delivery order).

(d) When, in the opinion of the contractor, the COR requests effort outside the existing scope of the contract (or delivery order), the contractor shall promptly notify the Contracting Officer (ordering officer) in writing. No action shall be taken by the contractor under such direction until the Contracting Officer has issued a modification to the delivery order; or until the issue has been otherwise resolved.

(e) In the event that the COR named above us absent due to leave, illness or official business, all responsibilities and functions assigned to the COR will be the responsibility of the alternate COR.

## SPECIAL PROVISIONS

### **MEALS SOLD FOR CASH**

Any military person that does not possess an RIK meal pass, or any civilian person authorized to eat in the galleys, will be required to pay the established meal price.

The Contractor shall charge the rate established by the Navy for cash meals. Meal rates are established annually and published in by the Office of the Under Secretary of Defense (Comptroller). Rates are adjusted on a fiscal year basis and may go either up or down in price. The contractor shall maintain a record of all cash sales by using the Recapitulation of Meal Record (NAVSUP Form 1292). This form shall be turned over to the FSO/COR for verification at the end of every month.

All cash collected for sale of meals for persons passing through the service line shall be reimbursed to the Government.

## PRS

Attachment 2 – Performance Requirement Summary (PRS)

## PWS

### **SECTION C.1 GENERAL REQUIREMENTS PERFORMANCE WORK STATEMENT (PWS) FULL FOOD SERVICES GTMO GALLEYS**

#### **C.1.1 Background**

The US Naval Base Guantanamo Bay is located on the southeast corner of Cuba, in the Oriente Province, approximately 400 air miles from Miami, Florida. The base consists of 45 square miles of land and water, a complete infrastructure to include an airfield and hospital to support base operations. The primary mission of Guantanamo Bay is to serve as a strategic logistics base for the Navy's Atlantic Fleet and to support counter drug operations in the Caribbean. In 1994 the Naval Base was tasked to support a Joint Task Force (JTF) to provide humanitarian assistance to Haitian and Cuban migrants. JTF is tasked with the mission of guarding detainees.

#### **C.1.2 Scope of Work**

The Contractor shall provide all resources, and services, to include personnel travel, lodging, and transportation to perform Full Food Service (FFS) in support of Gold Hill, Salabarría Hall (Leeward Galley), and Camp America Galley, and meals support services to Kittery Cafe, Special Events, Migrant Feeding Operations, Commissions Feeding Operations, Special Operations, and Detention Camp areas on board U.S. Naval Base Guantanamo Bay, Cuba to meet the specified performance requirements. In general, the food service workload is level, however it may fluctuate (decrease/increase) due to the turnover of personnel while accommodating the Naval Station, Migrant Operations, and Joint Task Force missions. The Contractor shall provide food service seven days a week, 365 days a year or 366 days leap year, in compliance with NAVSUP Instructions and within feeding operation guidelines set forth by other applicable references. The Contractor shall have the flexibility to provide required services "when funded" to support special event meals on special occasions which does not impact or is subsidized by the Subsistence In Kind (SIK) account.

The Contractor shall procure, store, warehouse, issue, account for, prepare and serve all military subsistence at Guantanamo Bay Galleys. This includes, but is not limited to, properly storing foodstuffs, adhering to standard warehousing procedures, and conducting inventories. The Contractor shall be held financially accountable for loss through surveys and inventory adjustment above and beyond the established financial limits in accordance with NAVSUP P-486.

The Contractor shall be proficient in the requirements of the Navy Food Service Management (FSM) Software Accounting System and FSM 250-02.06.00 and FSM 3.0 in order to provide accurate accounting report required by NAVSUP P-486. FSM 3.0 is web based and requires a Common Access Card (CAC) via the NAVSTA GTMO server.

The Contractor shall be responsible for monthly monitoring of the over/under issue levels IAW the P-486 requirement and shall be held financially accountable for reimbursement to the Government for overage cost issues at the end of the fiscal year. Contractor reimbursement shall be made payable to the United States Department of Treasury.

#### Desired Outcomes:

OUTCOME	METRIC
Nutritious, quality meals and services provided.	Customer satisfaction Timeliness
Proper handling of funds and accounting procedures.	No discrepancies due to improper handling of money or improper accounting procedures. Credit extended to authorize customers only.
Food is prepared, stored, and handled by certified food service personnel according to proper food sanitary and safety standards.	Customer satisfaction Compliance with NAVMED P-5010, Chapter 1. Chilled products stored at temperature between 34° to 40°F. Frozen items stored at temperatures below 32°F.

#### C.1.3 Fire Protection

The Contractor shall establish a fire prevention and evacuation program; which shall be approved by NAVSTA GTMO Fire Department. The Contractor shall assign an on-site Fire Warden responsible for performance of duties associated with fire prevention in accordance with NAVSTA GTMO directives and the National Fire Protection Association (NFPA). The designated Fire Warden shall maintain a fire evacuation plan, inspect fire extinguishers, call for service, and reply to the Fire Inspector's inspection reports.

The Contractor shall ensure that employees are thoroughly familiar with the operating procedures and safety precautions as stated in the Manufacturer's Instructions for each piece of galley equipment.

#### C.1.4 Hours of Operation

The normal operating hours for serving meals are listed in Technical Exhibit 1. The Contracting Officer Representative (COR) may change the meal hours by giving the Contractor notice 24 hours in advance of such change. When notified by the COR, the Contractor shall provide an extra hour of normal service at the galley. This extra hour may be before or after the galley opens, but shall be in conjunction with the normal serving times (i.e. open 1 hour immediately prior to the galley normal hours or close 1 hour immediately after the normal closing hours).

#### C.1.5 Personnel

The Contractor shall hire and staff qualified personnel who can communicate with Government representatives and diners. The island management staff shall include the following list of KEY personnel: Project Manager, Assistant Project Manager, one Galley Manager per galley, and a procurement agent and records keeper. The Government shall have final approval for the hiring of all on-island management staff. The Project Manager shall be a citizen of the United States (U.S.) or possess a valid U.S. Immigration T-151 or I-94, Alien Registration Card. All personnel shall read, write, speak, and understand English.

The Contractor shall provide fully trained and qualified personnel. Personnel shall be thoroughly familiar with and comply with the Food Sanitation Program pursuant to and IAW NAVMED P-5010.

All food handlers shall be medically certified free from any communicable diseases and are subject to medical examinations at any time. The Contractor is responsible to ensure that all food handlers are medically certified; and the Contractor shall bear the cost of all medical expenses to ensure food handlers are medically certified.

All Contractor food handlers shall receive a physical examination prior to commencement of this contract at the Naval Hospital GTMO.

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the (Full Food Services in support of GTMO Galleys) via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address:

<https://doncmra.nmci.navy.mil>

Reporting inputs will be for the labor executed during the period of performance during the Government fiscal year (FY), which runs October 01 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>

#### **C.1.5.1 Project Manager**

The Contractor shall provide an on-site project manager and an assistant with authority to obligate the contractor to direct work within the dining facilities and be responsible for overall performance of the contract (to include subcontractors) to meet the specified performance standards. The Project Manager or assistant shall supervise employees at all times and be available to meet with any designated Government representatives. The Project Manager shall meet the minimum qualifications listed below.

##### Qualifications:

- Skills to fluently read, write, speak and understand English.
- Communicative skills to converse with all Contractor and Government personnel.
- Minimum of eight year's experience in managing cafeteria style or multi-entree operations providing complete meal service (breakfast, lunch and dinner).
- Minimum of three years experience at the supervisory level.
- Minimum of five years experience in detainee or prison feeding operations.
- Minimum of five years experience in contingency or emergency feeding operations.
- Minimum of three years experience in migrant operations.
- Associate Degree in food service/culinary.
- Bachelor of Science or Bachelor of Arts in food management may be substituted for three years of the eight years of management experience.
- Three to five years experience in Military food service management within the pay grade of E-9, warrant or commissioned officer.
- Food sanitation and food safety certificate within the past four years.

**C.1.5.2 Assistant Project Manager**

The Contractor shall provide an assistant project manager who shall have the same authority as the Project Manager in their absence. The Project Manager and the Assistant Project Manager shall not be off the island at the same time, unless approved by the Government.

**Qualifications:**

- Skills to fluently read, write, speak and understand English.
- Communicative skills to converse with all Contractor and Government personnel.
- A minimum of five years experience in managing cafeteria style or multi-entree operations providing complete meal service (breakfast, lunch and dinner), with at least two years of that experience at the supervisory level.
- Three years experience as a unit manager or assistant manager.
- A minimum of three years experience in detainee or prison feeding operations.
- A minimum of three years experience in migrant, contingency or emergency feeding operations.
- High school graduate.
- Bachelor of Science or Bachelor of Arts in food management may be substituted for three years of the five years of management experience.
- Three to five years experience in Military food service experience in the pay grade of E-9, warrant or commissioned officer may be credited as management experience for this position.
- Food sanitation and food safety certificate within the past four years.

**C.1.5.3 Galley Managers:**

The Contractor shall provide at least three on-site Galley Managers, one for each of the galleys listed in the contract. These individuals shall be assigned as full-time, on the job, “non-working” first-line supervisors responsible for managing and directing the performance of all required food service worker’s functional duties and overall supervision of their galley. The Galley Managers shall meet the minimum qualifications listed below. All Galley Managers shall have an employee that is designated as an alternate who retains their authority in their absence. The Galley Manager or their designated alternate should be on duty during dining facility operating hours. One of the three galley managers shall have experience operating and maintaining a Mobile Kitchen Tent (MKT).

**Qualifications:**

- Minimum of five years working experience Government and/or commercial kitchen and dining room facility with operations equivalent to that involved in the performance of this contract.
- Minimum three years of the above experience as a supervisor.
- Military food service experience in the pay grade of E-6 or above may be credited as management/supervisory experience for this position.
- High school graduate or equivalent.

**C.1.5.4 (a) Procurement Agent(s)/Records Keeper(s)**

The Contractor shall provide personnel to perform the functions of requisitioning stores, documenting daily transactions and maintaining financial records in support of the reports, records and returns submissions required per the NAVSUP P-486.

**Qualifications:**

- Minimum of seven years accounting background.
- Experience with military food service procurement operations/FSM. Personnel shall be able to post subsistence item receipts within three business days.
- Shall maintain the General Mess control Record (NAVSUP Form 338) up to date within two current working days.

- Shall be computer literate to support web based reporting and accounting.
- Shall have the ability to receive CAC access to support FSM 3.0.
- Shall be proficient in reading, writing and speaking English.

#### **C.1.5.4 (b) Cash Collection Agent**

The Contractor shall provide personnel to perform the function of cash collection agent, documenting daily cash transactions, and maintain financial records in support of the reports, records, and returns required by NAVSUP and OTCnet.

##### Qualifications:

- Shall have the ability to receive CAC access to support OTCnet web based deposit process.
- Shall be computer literate to support web based reporting and accounting.
- Shall be proficient in reading, writing and speaking English.
- Shall complete OTCnet web-based training.

#### **C.1.5.5 Uniforms**

The Contractor shall provide and bear the expense of the uniforms, badges, safety shoes, hair nets and paper caps. When working, Contractor personnel shall present a neat appearance and be easily recognized; uniforms shall be well fitting, laundered, and of good repair. The uniforms are to be white or light pastel in color and approved by the COR NLT 14 days prior to the start of performance. Shoes shall be sturdy safety shoes consisting of rubber soles and shall cover the entire foot to meet sanitation and safety requirements. Contractor employees shall wear socks.

All personnel shall wear identification badges with a minimum of the company name and the employee's last name. All employees shall be identified by a nameplate, emblem, or patch on work uniform while performing duties under this contract. In addition, name tags worn by the Project Managers, Assistant Project Managers and Galley Managers shall indicate their job title.

#### **C.1.5.6 Conduct of Employees**

The Contractor shall be responsible for the performance and conduct of all employees under this contract. The Contractor shall prohibit employees from performing work under this contract while under the influence of alcohol, drugs, and other incapacitating agents. All Contractor personnel shall abide by all security regulations of the installation and shall be subject to such checks as deemed necessary. Removal of the contractor employees for reasons stated above does not relieve the Contractor from responsibility for total performance.

#### **C.1.5.7 Health and Hygiene**

The Contractor shall ensure that employees are in compliance with the sanitation and food safety standards set forth in NAVMED P-5010, Navy Food Service Operation Handbook, and NAVSUP P-486.

#### **C.1.5.8 Medical Certificates**

Contractor employees assigned to handle food shall be healthy and free of disease. A medical certificate furnished by Naval Hospital GTMO PMT Department 011-53-72990 shall be provided to the COR for each employee **prior to start of work**. A physical shall be completed for every employee before reporting to NAVSTA GTMO; and the Contractor shall bear the cost for all physical examinations.

#### **C.1.5.9 Employee Debts**

The Contractor shall be liable for debts to the Government incurred by their employees for personnel services at Guantanamo Bay, Cuba, including but not limited to private telephone services, medical and dental services, and

DoD school expenses. If an employee departs the Guantanamo Bay Naval Station without liquidating their debts sufficient funds to cover this type of obligation shall be withheld from Contractor payments until the debts are paid.

#### **C.1.5.10 Area/Security Clearances**

All personnel employed by the Contractor in the performance of this contract, or any representative of the Contractor entering the Government installation, shall abide by all security regulations of the installation. The Government reserves the right to direct the removal of an employee for misconduct or security reasons. This action does not relieve the Contractor from total performance of the contract tasks specified herein.

The Contractor shall conduct a background check for each employee as a condition of their employment.

The Contractor shall complete and submit Contractor Area Clearance Request for all employees per 10 U.S.C.5013, OPNAVINST 5530.14C, and Executive Order 9397.

- Contract employees shall be cleared for work prior to arrival.
- A list of Contractor employees with full name, date of birth and place of birth shall be furnished to the COR prior to their start of work and updated as changes occur.
- Contractor employees shall have an area clearance issued by the Government via NAVSTA GTMO 4650/9 (Rev.11/11) or current revision on file.
- Contractor employees shall possess a valid passport or an original birth certificate.
- All Contractor employees shall be fingerprinted and vetted by the Government upon arrival to the base.
- The Contractor shall obtain required vehicle passes from Base Security and have the company name displayed on all vehicles.

#### **C.1.6 Due to revision of the PWS, this section intentionally left blank and reserved for future use**

#### **C.1.7 Contingency Planning**

The Contractor shall feed three hot meals (breakfast, lunch and dinner) to foreign nationals under the migrant operations mission as a contingency requirement under the scope of work in accordance with NAVSTA GTMOINST 5450.4. For planning purposes, four (4) groups of 1,000 migrants each, should be the basis for estimating the additional workload. When possible, the Government shall provide a thirty (30) day notification to the Contractor of the mobilization requirements in order to staff, purchase and receive subsistence and equip the galley for additional food preparation. Meals shall be prepared and packaged in the most appropriate galley, and staged for pick-up by the military upon request. This additional workload shall be required under the "Changes" clause of this contract leading to a bilateral modification.

A contingency plan for migrant feeding shall be submitted to the COR within sixty (60) days of the contract award date.

#### **C.1.8 Quality Control Plan (QCP)**

The Contractor shall establish and maintain a comprehensive and complete quality control program to assure the requirements of the contract are provided as specified. A copy of the Quality Control Plan (QCP) shall be submitted with the proposal. Updates shall be submitted to the Contracting Officer and the COR as changes occur.

The QCP shall be approved and in accordance with Technical Exhibit 6.

### **SECTION C.2**

#### **DEFINITIONS/ACRONYMS**

#### **C.2.1 Standard Definitions**

Federal Acquisition Regulation (FAR), Dictionary of US Navy Terms, AR 310-25 and Authorized Abbreviations and Brevity Code, AR 310-50, are the references for definitions and acronyms not listed below.

Administrative Contracting Officer (ACO). A Contracting Officer who is administering contracts.

Commissions Support. Support specific to commissions activities shall be provided through meals either pre-prepared and delivered via mermite containers and served by Galley personnel or prepared in a Mobile Kitchen Trailer (MKT). This support is provided for military guard support on Rations-In-Kind (RIK) only.

Contracting Officer. An individual with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.

Contracting Officer's Representative (COR). An individual from the functional activity appointed by the Contracting Officer and delegated specific authority to monitor contract performance and to perform specific contract administration functions.

Contract Discrepancy Report (CDR). A formal method documenting unsatisfactory contractor performance (contract deficiencies and defects against the MADR) in the contract file.

Defective Service. A unit of service, which contains one or more defects and does not conform to specified requirements.

Maximum Allowable Defect Rate (MADR). The maximum number of defects or percentage rate allowed before the required service is deemed unsatisfactory. Also known as Maximum Allowable Degree of Deviation from Requirements. Specification of a MADR does not allow the service provider to knowingly provide defective service; instead, it is a recognition that defective service may sometimes occur unintentionally.

Performance Standard. A measurable output or result associated with the performance-based description of a requirement found in the PWS.

Quality Control. Those actions taken by the Contractor to control the in-process performance of goods or services to ensure that contract quality standards are met.

### **C.2.2 Technical Definitions Peculiar to this Contract**

Accredited Sanitation Program: A certificate program that has been evaluated and listed by an accrediting agency as conforming to national standards for organizations that certify individuals. Individuals shall have completed a formal course of study through, or equivalent to; 1) the Educational Foundation of the National Restaurant Association Course in Applied Food Service Sanitation, 2) the U.S. Army Quartermaster Center and School Food Service Sanitation Certification Course, 3) or examination results from the Educational Testing Service (ETS) showing satisfactory completion of the Food Protection Certification Program, and 4) a course of study that is offered from an accredited college or university approved by the Installation Medical Authority.

Base Menu Board. The base menu board is a panel of Government personnel that exchanges information with the Contractor concerning subsistence requirements for the installation. It provides an interchange of information between food service personnel and the Contractor concerning menu matters and diner comments. A specific function of the board is to review proposed menus, add recommend changes. The COR shall determine the extent to which it shall be implemented.

Critical Control Point. An essential point in the flow of food, at which control can be applied so that a food safety hazard can be prevented, eliminated or reduced to an acceptable level.

Dinnerware. Eating, drinking, and serving utensils for table use, such as flatware including knives, forks, spoons, hollowware including bowls, cups, serving dishes, tumblers and plates.

Expendable/Durable/Consumable Supplies. Items, which are consumed in use, regardless of type classification or unit, price.

Facilities. Government furnished buildings provided to the Contractor for use in performing tasks and services of this contract.

Food Service Officer. An officer, warrant officer, noncommissioned officer, or Department of Defense civilian responsible to the base commander for matters relating to food service.

Food borne Disease Outbreak. The occurrence of two or more cases of a similar illness resulting from the ingestion of a common food.

Food Contact Surface. A surface of equipment or utensils with which, food normally comes in contact. This includes equipment and utensils from which food may drain, drop or splash back into food, or onto surfaces normally in contact with food.

Food Handlers. Food service personnel who work where unsealed, raw food or drink is handled, processed, prepared or served and personnel who touch food or food contact surfaces.

Full Food Service (FFS). Those activities that comprise the full operation of a Navy dining facility.

Government Property (GP). All facilities, equipment, food and supplies owned or leased by the Government provided to the Contractor for use in performance of this contract.

Government Property Administrator (GPA). A Government representative who is responsible for transfers of Government Property from organizations/units to contracts and return upon contract completion. The GPA may be the COR.

Halal. The word means “proper and permitted.” Halal food is for Muslim consumption and includes certain meats, fruits, vegetables and grains. The processing of foods can make these items harmful for consumption by Muslims, many items shall be certified. For a product to be certified, it shall be produced under the inspection and evaluation of Muslim professionals trained in both Islamic religious laws and in production practices. **The following products are Halal: milk, honey, fish, fresh or frozen vegetables, fresh or dried fruits, legumes and nuts, grains and plant foods not intoxicant. The Halal status is given to a food product on the following basis:**

1. The food product is made from only pure Halal ingredients with Halal processing aid and no natural or artificial flavors (except very few flavors or flavoring without alcohol).
2. The Halal food product is not made with pork, pork-by-products, bacon, ham, lard and pig enzymes, any other meat-by-products, natural and artificial flavors with alcohol, brewer's yeast extracts, gelatin, kosher gelatin (except fish gelatin) and L-Cysteine from human hair.
3. Genuine Kosher certification was also used as criteria for assigning the Halal status for a food product, which meets the Islamic dietary requirements.

Hazard. A biological, chemical, or physical property that may cause an unacceptable consumer health risk.

Holiday Meal Charges. The rates to be charged for the Thanksgiving, Christmas and Navy's Birthday special meal.

Installation Medical Authority (IMA). Base Medical Authority refers to the Unit Surgeon, Command Chief Surgeon, U.S. Navy Medical Center Commanders, and the Director of Health Services or Center Commanders, and the Director of Health Services or his/her representative responsible for defining, setting and monitoring sanitary standards and procedures.

Kosher. Serving food ritually fit according to Jewish law.

Leftovers. Leftovers are the un-served portions of any item that was prepared for a specific meal, protected from contamination, and held at a proper temperature.

Major Maintenance. The maintenance and repair of equipment, including the restoration or replacement of parts, as necessitated by wear and tear, damage, failure of parts, or the like.

Meal Rate. The rate charged to reimburse the Government for subsistence and a portion of operating expenses at Navy appropriated funded dining facilities. Meal rate are listed quarterly in the NAVSUP NOTICE 7330.

Meal Serving Hours. Hours designated by the Government when the dining facility serving lines are open for service. Meal serving hours for each facility are listed at Technical Exhibit 1.

Meals for Remote Feeding. Tasks associated with preparing meals including beverages, packaging food for shipping from a garrison dining facility to feed soldiers at field training sites.

Minor Maintenance. Normal operator care of equipment recommended by the manufacturer. Minor maintenance is limited to cleaning, oiling, greasing, tightening of nuts and bolts, and other minor tasks.

Night Meal. The meal served during the late evening to early morning hours (referred to as the midnight meal). The night meal may be a breakfast or dinner meal, or a combination of both.

Nonfood Surface. All exposed surfaces other than those included in food or splash zones.

Operating Hours. Operating hours specify the time prior to the scheduled start of meal service for the first meal of the day to time following the scheduled close of meal service for the day of operation.

Perishable Subsistence. Those food items with limited shelf life that normally require controlled conditions of temperature, and/or humidity during transportation and storage.

Police. The action or process of cleaning and putting in order of a dining facility to include related areas of responsibility. Tasks include sweeping, raking and picking up trash and debris.

Portion Control. Serving of equal amounts to each dinner in accordance with prescribed menus and recipes.

Potentially Hazardous Foods (PHF). Any food that promotes the rapid growth of bacteria. May be characterized as high protein and acid foods with water activity above 0.86 (H<sub>2</sub>).

Preventive Medicine Activity. The local medical authority responsible for inspecting sanitary conditions of dining facilities and safe food handling protection.

Prime Contractor. A Department of Defense contractor who has responsibility to supply and furnish subsistence to the dining facility.

Progressive Food Preparation (Batch Cookery). The continuous preparation of food items at selective time intervals during the entire meal period as the food is consumed. The objective is to match the flow of diners through the serving lines so that freshly prepared, quality food is always provided. Progressive cooking reduces the need to hold foods for long periods of time that result in loss of flavor, color, texture, and nutritive value. Exceptions to progressive cooking are; baked or prepared desserts, soups, gravies, meat sauces, and other sauce type items that do not deteriorate in flavor when held throughout the serving period.

Ration. The allowance of food for the subsistence of one person for one day.

**Regular Menu.** A menu offered at the breakfast, lunch and dinner meal which provides the diner, as a minimum, with a choice of two meats/entrees, two vegetables, two starches, assorted deserts, beverages and bread/rolls, and appropriate condiments.

**Safe Temperatures.** The internal product temperature of potentially hazardous food (PHF) shall be 41°F (7°) or below, 140°F (60°C) or above.

**Sanitizing.** The process of reducing the number of microorganisms on a surface to safe levels.

**Sanitizing Solutions.** A chlorine solution "or any other chemical sanitizing agent allowed under 21 CFR 178.1010" as defined in NAVMED P-5010.

**Semi-perishable Subsistence.** Food items that do not spoil or deteriorate rapidly, such as canned, dried, dehydrated, and other items that may under normal conditions be transported and stored un-refrigerated.

**Serving Line(s).** The location and equipment within dining facilities where diners are served food.

**Special Meals.** Meals offered outside of the normal cyclic menu that support special occasions; e.g., Thanksgiving, Christmas, and the Navy's Birthday, to include special theme meals to honor ethnic and American heritage events.

**Speed Line Menu.** A fast food menu offered at the lunch and dinner meal which provides the diner, as a minimum, with a choice of prepared to order cold or grilled sandwiches, hamburgers, cheeseburgers, and hot dogs, in addition to other items; e.g., chili, french fries, baked beans, potato or macaroni salad, potato chips, salads, soups, assorted desserts, beverages and appropriate condiments.

**Standard Meal Rate.** The rate charged to reimburse the Government for subsistence at Navy appropriated fund dining facilities.

**Subsistence.** Food items required for feeding troops. This term includes all foods, nonalcoholic beverages, condiments, accessory foods and ice.

**Subsistence-in-Kind (SIK).** Meals furnished to enlisted personnel at Government expense.

**Trouble Call.** A request made to Directorate of Public Works (DPW) for maintenance (equipment repair, service, and calibration) and facility renovations.

**Veterinary Activity.** A part of VETCOM that is responsible for inspecting all food to determine fitness of safety for human consumption.

**C.2.3 Acronyms**

COR	Contracting Officer Representative
DFARS	Defense Federal Acquisition Regulation Supplement
DLA	Defense Logistics Agency
DOC	Defense Operations Center
DODDS	Department of Defense Dependent Schools
DSO	Defense Subsistence Office
DTO	Direct Turn Over
ESBF	Extended Stay Berthing Facilities
ETS	Educational Testing Service
FAR	Federal Acquisition Regulation

FFS	Full Food Service
FMR	Fair Market Rental
FSO	Food Service Officer
GFE	Government Furnished Equipment
GP	Government Property
GPA	Government Property Administrator
HAZMAT	Hazardous Material
IAW	In Accordance With
JDG	Joint Detention Group
JMG	Joint Medical Group
KO	Contracting Officer
MKT	Mobile Kitchen Trailer or Mobile Kitchen Tent
MP	Military Police
NAVMED	Naval Medical Command
NAVSTA	Naval Station
NAVSUP	Naval Supply Systems Command
NGIS	Navy Gateway Inns & Suite
NRCS	Navy Ration Credit System
NSF	National Sanitation Foundation
PA	Property Administrator
PAO	Public Affairs Officer
PCP	Property Control Plan
PHF	Potentially Hazardous Foods
PMT	Preventative Medicine Technician
PWS	Performance Work Statement
QA	Quality Assurance
QC	Quality Control
RIK	Rations in Kind
SOP	Standard Operating Procedures
TE	Technical Exhibit
USDA	United States Drug Administration
VIP	Very Important Person

### SECTION C.3

#### GOVERNMENT PROPERTY (GP) AND SERVICES

##### C.3.1 General

The Government shall furnish facilities, equipment, and the initial quantity of expendable/durable supplies as Government Property (GP) and services specified within this section of the PWS. Specified GP and services shall be used in the performance of this contract. Any required repair or replacement due to fair wear and tear of GP in Technical Exhibit 8 the Government shall make repair/replacement and ensure availability for Contractor use. No alterations to the facilities shall be made without permission from the Contracting Officer. The Contractor shall

return the facilities to the Government in the same condition as received, fair wear and tear and approved modifications excepted. These facilities shall be used in the performance of this contract only. It is the intent of the contract that the Contractor shall clean all equipment contained in these spaces.

### **C.3.2 Property Control Plan**

The Contractor shall develop, maintain and implement a Property Control Plan (PCP). The PCP shall be submitted in writing to the Government with proposal submission (See Quality Control Plan). The Property Administrator (PA) implements approved Property Control Plans.

### **C.3.3 Official Property Records**

By the start date, the Contractor and the Government representative shall conduct a joint inventory for all Government property and equipment listed in Technical Exhibit 8 and 9, and the Contractor shall exercise responsibility for care and use of all such property and equipment. The Contractor and Government representative shall jointly determine and record the working order and condition of all equipment. If the Contractor does not participate in the inventory, the Contractor shall accept as accurate the listing and stated condition of equipment provided by the Government. At the completion or extension of the contract, the Contractor and Government representative shall again conduct a joint inventory. Recording of inventory shall be performed in accordance with DFARS Subpart 45.5 and the approved Property Control Plan. Changes to the Government inventory shall be documented and modified as necessary.

### **C.3.4 Government Equipment**

The Government shall provide the equipment as listed in Technical Exhibit 9. The Government is responsible for daily, weekly, monthly, quarterly, and semi-annual maintenance schedules. Required repair or replacement due to fair wear and tear of Government Equipment in Technical Exhibit 9 is the responsibility of the Government and repairs shall be administered by the Government contracted maintenance contractor.

The Contractor shall be responsible for the replacement of Government Equipment due to misuse, neglect or carelessness on the part of the Contractor's personnel as accessed by the COR.

### **C.3.5 Liability**

The Contractor shall report GP that is lost, damaged, destroyed or consumed in excess quantities. The Contractor shall notify the Government Property Administrator by verbal means upon discovery of loss, damaged and unaccountable GP and provide a written report within two days of verbal notification. A letter of Fact and Finding shall also be submitted to the Contracting Officer within 15 days after discovery of lost, damaged, destroyed or consumed in excess.

#### **C.3.5.1 Reconciliation**

The Contractor shall reconcile loss, damaged, destroyed or consumed in excess quantities of GP in accordance with FAR Part 45. The Contracting Officer shall make a determination of liability. If the Contractor is found liable, the original acquisition cost minus depreciation cost of the property shall be deducted from the Contractor's invoice.

### **C.3.6 Leased/Rented Equipment**

The Government leased and rented equipment is considered GFE identified in Technical Exhibit 9.

### **C.3.7 Equipment Manuals**

The Government shall furnish equipment manufacturers operating manuals for equipment on-hand in each dining facility.

### **C.3.8 Equipment Warranties**

The manufacturers or dealers shall perform warranty repairs on new equipment. If the Contractor performs unauthorized maintenance that voids the warranty, the contractor shall be responsible for all subsequent repair costs.

### **C.3.9 Services**

The Government shall provide the following services for the Contractor's use in performing the duties as listed in the PWS of this contract.

### **C.3.10 Ocean Freight**

During performance under this contract the cost for movement of Contractor required furnished items via sea barge transportation (bi-monthly) from Jacksonville, FL to GTMO Naval Seaport is the responsibility of the Contractor. Also, the Contractor is responsible for movement of Contractor and employee vehicles.

#### **C.3.10.1 Air Freight**

The Government shall provide air transportation for fresh fruits and vegetables (weekly) from Norfolk, VA to the GTMO Naval Seaport. The Government shall provide services to transport air freight from air terminal to bulk storage on Windward side for direct turn over (DTO).

#### **C.3.10.2 Refrigerated Truck**

The Government shall make available two 16-ft aluminum box, fixed body refrigerated trucks from the consolidated motor pool to move perishable and semi-perishable subsistence. One 16-ft aluminum box, fixed box refrigerated truck shall be available at all times.

#### **C.3.10.3 Galley Maintenance**

Repair and replacement of GP due to fair wear and tear shall remain the responsibility of the Government with the exception of minor operator maintenance.

#### **C.3.10.4 Galley Utilities**

The Government shall furnish electricity, water, sewage and HV/AC for all dining facilities and the Government shall provide fuel for GFE motorized vehicles in support of the food service operation mission.

#### **C.3.10.5 Emergency Medical Treatment**

Government medical/dental treatment shall be available as the first point of medical care for on the job injuries. Employees injured on the job may use the Naval Hospital Guantanamo Bay (information desk 011-53-99-7228). The Contractor shall be liable and assume the responsibility for payment of all medical expenses incurred by their employees. This is the only available medical facility on the base.

#### **C.3.10.6 Performance Assessment**

The Government shall monitor the Contractor's performance to determine the effectiveness of the Contractor's quality control program/system.

#### **C.3.10.7 Food Management Assistance Team (FMAT)**

A Navy FMAT may evaluate the galley during operations to determine effectiveness and efficiency of the overall base food service program.

**C.3.10.8 Preventative Medicine Service**

Base medical authority representatives shall randomly inspect food service operations for compliance with sanitation standards of NAVMED P-5010.

**C.3.10.9 Other Services**

The Government shall provide refuse disposal services at existing locations. The Contractor shall use the existing containers for garbage, refuse, and normal discarded solid wastes. Normal solid wastes do not include heavy or large metal objects, large appliances, and pesticide containers or other hazardous waste, or refuse of weights exceeding 75 pounds per item. The Contractor shall be responsible for transporting and disposing of items which are not considered normal solid waste and shall bear all costs associated with the transportation and disposal of these wastes.

**C.3.10.10 Pest Control/Ground Maintenance**

The Government shall provide pest control services for Contractor occupied buildings IAW NAVMED P-5010. The Government is responsible for ground maintenance under the Base Operating Service contract and shall be performed accordingly.

**C.3.11. Publications**

The Government shall provide publications in Section C.6 that are not available on line.

**C.3.12. Outside Storage**

The Government shall provide refrigerated and dry storage at each Galley.

**C.3.13. Contractor Office**

The Government shall provide an office space inclusive of the Project Manager at each galley to include air conditioning and electrical outlets; as indicated in Technical Exhibit 8.

**C.3.14 Subsistence**

The Government shall furnish all subsistence items, to include items for Halal meals, through the Defense Logistics Agency's (DLA) subsistence prime Contractor and Defense Subsistence Office Contractors that shall make scheduled deliveries to GTMO Naval Base where the Contractor shall receive deliveries. The Contractor shall be responsible for ordering the food with the Government being responsible for payment of the food by providing a line of accounting to the Contractor.

- The present Prime Contractor is Reinhart Foodservice, 107 B Avenue, Valdosta, GA 31601-5153, telephone: (229) 242-0867
- The present Defense Subsistence Office (DSO) Contractor for fresh fruits and vegetables is Tidewater Produce, Inc., Virginia Beach, VA (757) 855-9011.

Contractor shall have the ability to receive and receipt subsistence items from the barge within three days of notification and flight within one day of notification. The barge is scheduled to arrive every other week, and flight availability is scheduled for every Tuesday and Saturday.

**C.3.15           Telephones**

Telephone service shall be provided for Contractor personnel to make local official business calls only. DSN shall be used to place long distance calls to other DoD activities. Commercial long distance shall be used only when DSN is not available. Long distance calls to the Contractor's home office shall be reimbursed to the Government. The Contractor shall bear the cost for unauthorized telephone calls and misuse or neglect of telephone equipment.

**SECTION C.4****CONTRACTOR ITEMS AND SERVICES****C.4.1.           General**

Except for those items or services specifically stated as Government property in Section C-3 of this PWS, the Contractor shall furnish everything required to perform the services within this contract.

**C.4.2.           Cleaning Supplies**

The Contractor shall furnish and maintain the supplies as identified in Technical Exhibit 5. All materials shall be approved by the NAVBASE HAZMAT office **prior to purchase and use**. Cleaning solutions shall be biodegradable and approved by USDA. Supplies on-hand in each dining facility shall be enough to perform tasks in Section C.5.

The Food Service Officer (FSO) or Medical Officer may reject Contractor use of any cleaning supplies/materials that may be harmful to patrons or damaging to facilities or equipment

**C.4.3.           Office Equipment, Supplies and Tools**

Furnish all office equipment, supplies, and tools necessary to meet performance requirements.

The Contractor shall be responsible for taking all reasonable actions necessary to protect the Contractor's supplies, materials, and equipment and the personal property of the Contractor's employees from loss, damage, or theft. The Government shall not be liable for the loss, damage or theft of Contractor's supplies or his/her employees' property when such loss, damage or theft is caused by Contractor's failure to provide adequate internal security.

**C.4.4.           Telephone Service and Telephone Equipment**

The Government shall allow the Contractor to utilize existing telephone cable for Contractor service. The Contractor shall furnish telephones, facsimile and computer transfer equipment for four (4) dining facilities; including installation, relocation and rental of such equipment. However, the Contractor shall bear the cost of the actual telephone service.

**C.4.5.           Decorative Materials**

The Contractor shall furnish appropriate decoration for U.S. Federal Holidays (New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day) and all military birthdays.

**C.4.6.           Area Clearance**

The Contractor shall acquire an area clearance for all employees prior to travel to GTMO in accordance with local governing directives.

**C.4.7. Air Transportation**

The Contractor shall furnish air transportation for all employees and their dependents on and off the base. All employees and dependents shall depart the base upon termination or completion of this contract, whichever occurs first. Government sponsored air travel to the Naval Base is limited and only available through the Air Mobility Command. Presently there is one civilian carrier. Travel arrangements shall be made through the Personnel Support Detachment. Verified leave for personal emergencies shall be authorized for the next available flight, chargeable to the Contractor.

**FY 13 Tariff Rates**

To/From	DOD	NON-DOD	NON-FED	Excess Baggage	Pet Charges
Jacksonville, Fl	\$259	\$305	\$318	\$97	\$97
Norfolk, VA	\$372	\$437	\$457	\$118	\$118
Kingston, JM	\$54	\$64	\$67	\$55	N/A

Note: All fares are for one-way travel only. Space Available fee of \$29.70 from GTMO to Norfolk/Jacksonville and \$17.20 from Norfolk/Jacksonville to GTMO. (Rates are subject to change).

**C.4.8. Ground Transportation**

The Contractor shall furnish ground transportation, including fuel, lubricants and maintenance, to move employees, dependents, subsistence, materials and equipment.

**C.4.9. Housing/Schools**

**Contractor Management/Supervisory Housing.**

For this contract, the Government shall provide up to six (6) family housing units (based on availability) for the Contractor’s use. These units are reserved for use by accompanied or unaccompanied management/supervisory personnel only. Housing shall be assigned as follows: accompanied personnel by family composition with maximum family size of three (3) dependents; unaccompanied personnel assignment shall be made based on a minimum of one person per bedroom. If house sharing, accompaniment by dependents shall not be allowed. Contractor personnel shall be required to provide all household furnishings. The Government shall 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 shall be granted. All furnishings other than the listed appliances shall 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. Contractors shall 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 shall 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. Personal checks are not accepted. The rates below are based on current administration of shelter rent.

**CURRENT FAIR MARKET RENTAL RATES:**

Floor Plan	Shelter Rent	Utilities	Total Rent
1 bedroom, 1 bath	\$737	\$751	\$1,488.00
2 bedroom, 1 bath	\$737	\$751	\$1,488.00

2 bedroom, 1.5 bath	\$788	\$751	\$1,539.00
3 bedroom, 1 bath	\$883	\$751	\$1,634.00
3 bedroom, 2 bath	\$976	\$751	\$1,727.00
4 bedroom, 2.5 bath	\$1,166	\$751	\$1,917.00

**Note: The above rates effective October 01, 2012**

- Leeward side berthing is \$8.00 per bed /per night.
- Gold Hill Barracks, located on the Windward side, currently provides berthing for \$8.00 per bed/ per night with three people per room.

**EXTENDED STAY BERTHING FACILITIES (ESBF)**

Except for allowed fair market rental units (Family/Management Quarters) contractor employees (unaccompanied status) shall be berthing with the Housing Department, Navy Gateway Inns and Suites Division (NGIS) in Extended Stay Berthing Facilities (ESBF) located on both sides of the bay; Windward (WW) and Leeward (LW).

Extended Stay Berthing Facilities (ESBF) primarily consists of multi occupancy rooms with either shared or gang head bathrooms. Due to the configuration of most facilities, they are not suitable for mixing genders; therefore female residents are not accepted by the NGIS for occupancy in any Extended Stay Berthing Facilities. The Contractor shall provide alternate berthing for all female employees.

The cost is based on occupied beds. The current FY 14 rate is \$8.00 per person per bed, regardless of room configurations. Rates are reviewed each March for implementation each October. Should prices increase, the Contractor shall receive at a minimum 30 days notification. Bed night costs are not negotiable.

Contractors shall be billed monthly for the number of beds assigned to their company. Contractors are charged for beds assigned to employees on leave unless the employee removes all personal property and checks out of the facility. Contractors shall remit payment on or before due dates. Administrative and late fees apply. Failure to promptly pay can result in eviction from the premises regardless of impact to Contractor ability to perform the contract specifications. Housing makes no guarantee of bed availability or berthing location.

Prior to the berthing of any employees, Contractor shall be required to complete a Contractor Berthing Agreement with the NGIS. A copy of this agreement is available at the NGIS management offices located at building 1670. To determine availability, advance registration and notification of berthing requirements is highly recommended, send information via e-mailed to NGIS mail box at [ngismail@usnbgimo.navy.mil](mailto:ngismail@usnbgimo.navy.mil), and allow five to ten days for a response.

**Schools (DODDS) Elementary and High School:** The current cost for DODDS Schools for 2012-2013 is as follows and subject to change:

Grade Level	Federal Rate	Non-Federal Rate
PCSD Sure Start	\$10,584.00	\$11,004.00
K-6 Grades	\$21,156.00	\$22,008.00
7-8 Grades	\$22,272.00	\$23,172.00
9-12 Grades	\$23,388.00	\$24,336.00

**C.4.10 Employee Meals**

Contractor employees who eat at the Galleys shall pay for their food and are to be charged at the Sale of Meal Rate applicable for the meal period.

**C.4.11 Expendable/Durable/Consumable Supplies**

The Contractor shall furnish expendable/durable/consumable supplies. The Contractor shall maintain an adequate inventory of these supplies. The Contractor shall be prepared to either furnish paper products or manually wash dinnerware upon power or mechanical failures. Supplies are to be maintained in each dining facility to meet performance requirements.

These supplies DO NOT include items like porcelain plates, metal silverware, glasses, pots and pans or anything else that is listed under Technical Exhibit 9, Government Equipment. These supplies DO include anything that might be consumed during the normal operation of a galley like saran wrap, aluminum foil, paper towels and toilet paper for the bathrooms.

Note: Paper serving products needed for Kittery Café location because there is no sink.

#### **C.4.12 CO2 Canisters**

The Government shall provide CO2 canisters for the soda machines located in all galleys.

#### **C.4.13 Media Interviews**

The COR/ACOR shall be notified of all scheduled media events to include interviews. The Contractor shall not be the representative for the Government. The Contractor is responsible for any information provided to any outside source.

#### **C.4.14 Camp America Galley and Kittery Café Feeding Operation**

1. Prepare meals for shipment to Kittery Café. Provide three meals per day, seven days per week per Military Regulations at Kittery Café, 365 days a year or 366 days leap year. A fourth meal (night meal) shall be provided in lieu of missed meal due to night duty, shift work, and watches. Menu for the night meal shall be either a dinner or breakfast menu. Both types of menus shall not be offered at the same time.
2. The Kittery Café and field meals shall be prepared by the Camp America Galley.
3. Set up serving lines and provide meal service (serve food items). Customers are military members and authorized civilian personnel. Either the Government or Contractor can request price adjustments if the number of JTF Military Police meals reflect a twenty percent (20%) or more increase during turnover and exercise and a decrease when units are relieved of their duty; within a three month period.

Estimated number of meals to be served at Kittery Café is identified in Technical Exhibit 1:

**Note:** Below is personnel assigned.

- a. Breakfast: 300-350 Personnel
- b. Lunch: 400-450 Personnel
- c. Dinner: 300-350 Personnel
- d. Night Meal: 200-250 Personnel

Estimated number of meals at Camp America Galley:

- a. Breakfast: 300-350 Personnel
- b. Lunch: 400-450 Personnel
- c. Dinner: 300-350 Personnel

3. Energize, operate, and secure all serving, beverage, salad, and desert lines of Government furnished equipment IAW Navy Food Service regulations.
5. Provide Cashier to accept meal payment and account for head count of all military personnel.
6. Perform cleaning and sanitation operations of all dining areas, service areas, and all common areas IAW

Navy Food Service regulations. Contractor shall provide cleaning supplies and equipment.

7. Perform trash removal and disposal operations.
8. Scullery operation, provide dishwashing service.
  - a. During non-scullery operation, the Contractor is responsible for providing paper products.
  - b. When scullery is operational at Camp America, the Contractor shall use Government furnished dinner ware.
  - c. Due to Camp security concerns, plastic utensils are mandated during feeding operations while in the scullery operation mode. The Contractor shall provide plastic utensils if this situation arises.
9. Estimated Hours of Operation:
  - a. Breakfast: - 0430-0800
  - b. Lunch: 1100-1330
  - c. Dinner: 1700-1900
  - d. Night Meal Dinner: 2400-0200
  - e. Holiday dinner meal hours (for only Thanksgiving and Christmas) shall be extended to three hours for the Holiday dinner meal. Set meal times for holiday dinner meals shall be flexible to accommodate troop movements and operational needs within Camp.
  - f. Contractor shall furnish appropriate decoration for U.S. Federal Holidays (New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day. The Contractor shall allow JTF Military Police to post letters, good-will messages from family members on existing bulletin boards.
  - g. Contractor shall post menus in a clear visible manner near the Galley entrance.
  - h. Meal hours are subject to change due to special events (E.G. Holiday, Ramadan) or mission requirements.
10. Concept of feeding operations is subject to change as per mission requirements.
11. Contractor is responsible for conducting a site survey to ensure adequate equipment is available to perform contracted services.
12. Contractor shall provide all necessary vehicles for meal transport for the Galley's in section C.4.14. The Contractor shall institute a maintenance program for all vehicles and equipment. Actual maintenance work and associated cost shall be the responsibility of the Contractor. In the event of vehicle failure, Contractor shall provide a back-up vehicle within 24 hours.
13. Contractor shall furnish vehicles to transport personnel (who are performing the delivery portion of the contract) from their primary residence to and from Camp America Galley.
14. Contractor shall be responsible for maintenance of all Government provided equipment. Government shall provide all replacement equipment if the Government deemed the equipment is beyond repair.
15. Contractor adherence to schedule deadlines shall be based on Contractor ability to leave Camp America Galley no later than 30 minutes prior to scheduled delivery time. Contractor is not responsible for delays due to security or mission related requirements in progress during meal delivery.
16. JTF shall provide the Contractor with established off limits areas for Contractor employees. Example: Established entry and exit points, transportation routes within Camps, and specific boundaries around: however established areas should not be such that it shall hinder the Contractor from performing the contracted services.
17. Contractor is responsible for repair/replacement of any equipment and/or facilities due to negligence of Contractor employees.

18. JTF/NAVBASE housing official to secure housing for Project Managers, Assistant Project Managers, Galley Managers and third country nationals (TCN's).

#### **C.4.15 Detainee Feeding Operation**

1. Prepare meals for shipment to all detainee camps. Provide three meals per day, seven days per week, and 365 days a year or 366 days a year at Camp 5/6.
2. Contractor shall provide all necessary vehicles for meal transport. Contractor shall institute a maintenance program for all vehicles and equipment. Actual maintenance work and associated cost shall be the responsibility of the Contractor. In the event of vehicle failure, contractor shall provide a back-up vehicle within 24 hours from the Government motor pool.
3. Contractor shall furnish vehicles to transport personnel (who are performing the delivery portion of the contract) from their primary residence to and from Camp America Galley.
4. Contractor shall transport all food in a covered vehicle IAW Navy Food Service Sanitation regulations.
5. JTF shall ensure all food plating areas shall be shielded from the vision of detainees during all portions of meal delivery, plating and securing of meal service equipment.
6. Contractor to provide system of delivery, which meets the following criteria:
  - a. All meals shall be prepared at Camp America galley.
  - b. Contractor shall use Government furnished equipment. This shall include but not limited to:
    - i. Mermit containers to transport bulk meals.
    - ii. Bulk beverage containers.
    - iii. Food Carts for transport of Mermits to various blocks within the camps
  - c. Fruit shall be delivered in a covered containers or boxes.
  - d. All eating utensils (SPORK) and clamshell trays shall be disposable. Eating utensils shall be limited to the use of Sporks for the detainees.
  - e. Contractor responsible for conducting a site survey to ensure adequate equipment is available to perform contracted services.
7. If the Government deem replacement equipment is beyond repair; the Government shall replace the replacement equipment. However, the Contractor shall be held financially responsible for any replacement equipment that is damaged through misuse, neglect and misappropriation.
8. Concept of Feeding Operation: Contractor shall transport meals from Camp America to the various entry points at Camps and include removal after each plating session cycle. Joint Detention Group personnel shall remove remaining trash after meals.
  - a. The Contractor shall transport meals within Camp 5/6 to designated staging areas in the camp. Meals (plus all supporting materials) shall be off loaded from the vehicle and transported by cart to the central plating location. Military Police shall ensure visibility barriers are in place prior to Contractor entry to the block. Contractor shall plate meals IAW Detention Operation Center requirements. Military Police shall distribute meals to detainees within the compounds. ("Secured Area").
  - b. Contractor shall drop off meals, serving utensils, and beverages to Military Police personnel at central point. Meals shall be delivered in Government supplied Mermites. Plate meals at central plating locations. Plate meals using Styrofoam ware (clamshell trays). Military Police shall distribute meal to detainees.
  - c. Special Meals: Camps 1 through 4 & 7: Echo and Iguana, Detainee Hospital and Detention Operations Center: Contractor shall prepare meals at Camp America Galley and deliver meals in

Styrofoam (clamshell trays) container at the designated meal periods. Contractor shall provide drop off only service and Military Police shall distribute meals to detainees.

- d. Concept of feeding operations is subject to change as per mission requirements (I.E. new camps, Ramadan, detainee movement with camps, etc).
9. Initial meal requirements are 800 meals per feeding cycle (i.e., 800 portions for each meal). Price adjustment can be requested by either the Government or Contractor if the number of detainee meals changes (increase or decrease) by 20% or more over a three month period. Contractor and Government COR shall hold quarterly meetings to review meal and detainee population requirements.
  10. Estimated hours of operation:
    - a. Camp 1-7
      - i. Breakfast: 0615
      - ii. Lunch: 1200
      - iii. Dinner: 1900
    - b. Special Meals Delivery Times (Drop Offs)
      - i. Breakfast: 0615-0715
      - ii. Lunch: 1130-1215
      - iii. Dinner: 1720-1815
    - c. Meal hours are subject to change due to special events (e.g. Holiday, Ramadan) or mission requirements.
  11. Contractor adherence to schedule deadlines shall be based on Contractor ability to leave Camp America Galley no later than thirty minutes prior to scheduled delivery time. This shall include detainee, therapeutic meals and trooper meals. Contractor is not responsible for delays due to security or mission related requirements in progress during meal delivery.

#### **C.4.16 Detainee Special Feeding Operations**

1. Therapeutic Meals (Special Meals): The Contractor shall prepare special meals IAW guidance from NAVSTA Joint Medical Group (JMG). NAVSTA Hospital Nutritionist shall provide oversight of Special Meal preparation.
2. The Contractor shall provide two (2) Diet Therapy Technicians to oversee therapeutic meal preparation.
3. Special meals shall be consolidated into the messing operations at Camp America Galley. Special meals shall be made and delivered to the camps from a listing furnished by DOC. This shall allow the consolidation of efforts and keep the feeding hours in line with regular food service operations.
4. Special Meals shall be delivered with the detainee general population meal cycle delivery schedule to locations as required.

#### **C.4.17 Gold Hill and Leeward Galley Feeding Operations**

1. The Contractor shall prepare meals for shipment to the Migrant, Marine and Coast Guard special operations.
2. Set up serving lines and provide meal service (serve food items). Customers are military members and authorized civilian personnel. The Government or Contractor can request price adjustments if the number of JTF Military Police meals reflect a twenty (20%) or more increase during turnover and exercise and a decrease when units are relieved of their duty; within a three month period.

Estimated number of meals to be served at Gold Hill Galley:

- a. Breakfast: 300-350 Personnel
- b. Lunch: 400-450 Personnel
- c. Dinner: 300-350 Personnel
- d. Night Meal: 250-290 Personnel

Estimated number of meals at Leeward Galley:

- a. Breakfast: 300-350 Personnel
- b. Lunch: 400-450 Personnel
- c. Dinner: 300-350 Personnel

3. Energize, operate, and secure all serving, beverage, salad, and dessert lines of Government furnished equipment IAW Navy Food Service regulations.
4. The Cashier shall accept meal payment and provide a head count of all military personnel. Perform cleaning and sanitation operations of all dining areas, service areas, and all common areas IAW Navy Food Service regulations. The Contractor shall provide cleaning supplies and equipment.
5. Scullery operation shall include the following:
  - a. The Contractor shall use Government furnished dinnerware, only when the scullery is operational at Gold Hill and Leeward Galley.
  - b. The Contractor shall furnish paper products, when the scullery is not operational.
6. Estimated Hours of Operation:
  - a. Breakfast: 0600-0800
  - b. Lunch: 1100-1330
  - c. Dinner: 1700-1900
  - d. Night Meal Dinner: 2300-0100 (Gold Hill Galley). N/A at Leeward.
  - e. Holiday dinner meal hours (for only Thanksgiving and Christmas) shall be extended to three hours for the Holiday dinner meal. Set meal times for holiday dinner meals shall be flexible to accommodate troop movements and operational needs within Camp.
  - f. Contractor shall furnish appropriate decoration for U.S. Federal Holidays (New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day). The Contractor shall allow JTF troopers to post letters, good-will messages from family members on existing bulletin boards.
  - g. Contractor shall post menus in a clear visible manner near galley entrance.
  - h. Meal hours are subject to change due to special events (E.G. Holiday, Ramadan) or mission requirements; by the Food Service Officer, with authorization given by the NAVSTA Commanding Officer.
7. Concept of feeding operations is subject to change as per mission requirements.
8. Contractor is responsible for conducting a site survey to ensure adequate equipment is available to perform contracted services.
9. Contractor shall provide all necessary vehicles for meal transport for the galley's identified in section C.4.16. The Contractor shall institute a maintenance program for all of their vehicles and equipment. Actual maintenance of all Contractor vehicles and associated cost shall be the responsibility of the Contractor. In the event of vehicle failure, Contractor shall provide a back-up vehicle within 24 hours.

10. Contractor shall furnish vehicles to transport personnel (who are performing the delivery portion of the contract) from their primary residence to and from assigned work centers.
11. Contractor shall be responsible for minor maintenance (C.2.2 Technical Definition) of all Government provided equipment. The Government shall provide all replacement equipment if the Government deemed the equipment is beyond repair.
12. Contractor adherence to schedule deadlines shall be based on Contractor ability to leave the galley no later than 30 minutes prior to scheduled delivery time. Contractor is not responsible for delays due to security or mission related requirements in progress during meal delivery.
13. Contractor is responsible for repair/replacement of any equipment and/or facilities due to negligence of contractor employees.

#### **C.4.18 Commissions Feeding Operations**

1. Set up serving lines and provide meal service (serve food items). The customers are military members and authorized civilian personnel. Either the Government or Contractor can request price adjustments if the number of JTF Military Police meals reflect a twenty (20%) or more increase during the turnover and exercise and decrease when units are relieved of their duty; within a three month period. The Contractor shall provide transportation and labor to deliver food to a designated site as identified by the COR. The Contractor is responsible for maintaining tent dining room at the serving location. Watch standers requiring meals should be identified in advance. The Contractor shall designate individuals to pick-up meals for any watch standers unable to leave their post to pick-up their own meal. Commissions operations includes cooking, delivering, serving three meals a day (B 0600-0800; L 1100-1300; D 1630-1830) seven days a week based on a head count not to exceed 150 per meal. **Note:** This support is provided for Military Guard support on Rations-In-Kind (RIK) only.

#### **C.4.19 Migrant Feeding Operations**

1. The Contractor shall provide meal service support to Migrants during Migrant Operations along with any contingencies of the Migrant Operations Planning Group IAW NAVSTA GTMOINST 5450.4. The NAVSTA GTMO 5450.4 is Attachment 1.

#### **C.4.20 Fence line Feeding Operations**

1. The Contractor shall provide support for the Fence Line Meeting on the third Friday of odd numbered months (January, March, May, July, September, and November). The Contractor shall provide refreshments and linen service for personnel in attendance of the meeting. Contractor personnel shall have clearance access for the Northeast Gate. The Fence Line Menu is Technical Exhibit 10.

#### **C.4.21 Personnel and Transportation for Remote Site Feeding**

The Government shall receive prepared delivered meals from the Contractor. The Contractor shall perform head count/meal counts as required. The Contractor shall distribute and serve meals at designated remote feeding sites and return soiled eating ware and trash for recycling and disposal. Contractor shall provide all necessary vehicles for meal transport. Contractor shall institute a maintenance program for all vehicles and equipment. Actual maintenance work and associated cost shall be the responsibility of the Contractor. In the event of vehicle failure, Contractor shall provide a back-up vehicle within 24 hours from the Government motor pool.

#### **C.4.22 Box Meals and Picnics**

The Contractor shall provide box lunches as described in Technical Exhibit 3, Box Meal Menu. Box meal requests shall be requested utilizing the REQUEST FOR PICNIC/RECREATIONAL EVENT RATIONS or BOX LUNCH

form listed in Technical Exhibit 2, Picnic Meal Service. Picnics are a pick up meal service for military personnel “only” and shall be provided IAW the authorized picnic menu selections in Technical Exhibit 2. Box meal requests shall be provided to the Contractor 5 days in advance. The Contractor shall provide assistance to the Government in the preparation of picnic rations as required. Picnic requests shall be provided to the contractor 5 days in advance. Picnic rations shall be subject to FSO/COR approval and shall be subject to available funding. Estimated number of box meal requests is 500 per month. Estimated number of picnic rations is 1,000 per month.

#### **C.4.23 VIP Table Reservations**

The Contractor shall provide VIP table reservations for military pay grade of O-7 and above and/or civilian equivalent. Table reservation shall, at a minimum, consist of linen table cloths, linen napkins, and centerpiece. Also, notification of table reservations shall be made at least two business days in advance. The estimated number of reservations is 20 to 40 people per month with an average of three meals per day.

#### **C.4.24 Take Out Meal Service**

The Contractor shall provide all consumables to facilitate take out meal service. To Go Meals shall be provided to military personnel “only” whose duties preclude them from subsisting within the general mess dining facility. Takeout meals shall be provided at Kittery Café. This meal service may be a component of the Main or Speed Line option (patron’s choice) and shall consist of a main entrée, starch, vegetable, bread, and dessert. Fruit may be offered as the dessert but only one dessert shall be provided. Bottled water shall be the only beverage provided as part of the “Take Out” service. Prepared salads shall not be provided as “Take Out” meals as they are highly perishable. The “Take Out” service shall not take the place of Cafeteria Service, which is the primary service for feeding military personnel. “Take Out” service may be for personnel standing sentry duties, security patrols, or other duties or watches during the meal hour preventing subsisting in the dining facility. It is mandatory of Watch Commanders, E7 and above, to provide a 48 hour advance notification “in writing” of affected personnel

### **SECTION C.5 PERFORMANCE REQUIREMENTS**

#### **C.5 PERFORMANCE REQUIREMENTS**

**C.5.1 Menus.** The Contractor shall prepare all menus in compliance with standards as prescribed in NAVSUP P-486, Chapter 7, NAVSUPINST 4061.11 series and as amended, using the Computer Assisted Menu Planning (CAMP) Program or equivalent, and submit for Government approval. Government approval shall be made by the Naval Hospital Dietician and the FSO/COR. Menus served shall be of equal or comparable quality to those menus listed in the Armed Services Recipe Service (NAVSUP Publication 7) and as amended. All food shall be provided by the Government, however, the Contractor shall work with the Food Service Officer in procuring food stores. All menu items shall be posted with name of item, portion size and caloric value for every meal. Menu changes/substitutions shall be approved by the FSO/COR 24 hours in advance.

**C.5.1.1 Regular Breakfast Menu.** A regular breakfast menu shall be available at all Galleys 7 days a week. The breakfast menu shall be in accordance with Technical Exhibit 2.

**C.5.1.2 Regular Lunch and Dinner Menu.** A regular lunch and dinner menu shall be available at all Galleys 7 days a week. The salad bar is also included with these meals. The regular lunch and dinner menus (and salad bar) shall be in accordance with Technical Exhibit 2.

**C.5.1.3 Lunch and Dinner Speed Line Menu and Speciality Bar Menus.** A lunch and dinner speed line menu shall be available at all Galleys 7 days a week. The lunch and dinner

speed line menu shall be in accordance with Technical Exhibit 2. A Deli Bar shall be available 7 days a week; with the exception of special meals, i.e. (Thanksgiving, Christmas and New Years). Speciality Bars shall be offered 5 days a week.

- C.5.1.4 **Night Meal Menu.** A night meal menu shall be available at Gold Hill Galley and Kittery Café 7 days a week. The Night menu shall be IAW Technical Exhibit 2. It may be a Breakfast Night menu or a Lunch/Dinner menu and charged to the customer using the appropriate meal rate or conversion factor for Ration In Kind (RIK) personnel. The menu shall be a mix of both breakfast and lunch/dinner.
- C.5.1.5 **Halal Menu.** Flexibility shall be given to menu preparation per Joint Detention Center requirements and approved by the Naval Hospital Dietician. As the Detainee operation is separately funded; provisions shall be made to support requirements as though it was a private mess supported by the general mess accounting system. The Naval Hospital Dietician shall establish a five week cycle menu approved by the Joint Detention Center, and is separate from the general mess menu. This menu is prepared and distributed out of the Camp America Galley. The menu shall be IAW Technical Exhibit 2.
- C.5.1.6 **Five Week Cycle Menu.** A five week cycle menu shall be prepared utilizing the Armed Forces Recipe Service and locally developed recipes if available which shall be submitted and approved by the Government. All menu preparations shall be IAW DOD food service directives. Cycle menu should be prepared using the CAMP Program or equivalent and certified by the U.S. Navy to monitor the overall healthiness of the menu. The Government has the right to edit the menu and make substitutions with reasonable advance notice. See Technical Exhibit 2 for menu requirements.
- C.5.2 **Special Occasion Meals.** The Contractor shall provide special occasion meals. When a major U.S. holiday occurs during any week, the special occasion meal for that week shall be served on the holiday and is appropriate for the date. Examples of appropriate holiday meals would be ham at Easter or turkey at Thanksgiving. For weeks where there is no holiday the special occasion meal shall be similar to those meals served in other Government feeding facilities (i.e., Tex Mex, Italian night, and Chinese night) and shall be scheduled so that special occasion meals are approximately one week apart.
- C.5.3 **Special Events.** The Contractor shall provide meals for special events and events include birthday meals and birthday cakes. At the first of every month a birthday meal shall be offered and a birthday cake shall be displayed and provided at each galley acknowledging personnel celebrating a birthday. Meals shall be prepared in compliance with AFRS P-7 and NAVMED P-5010-1. The estimated number of holiday cakes are 36 per year and 55 Birthday cakes per year.
- C.5.4 **Quantity and Quality of Food.** The Contractor shall serve food in amounts specified in the NAVSUP Publication 7. Second serving shall be made available. Food and supplies shall be drawn from the Government and prepared IAW NAVSUP Publication 421 and NAVSUP Publication P-486.
- C.5.5 **Hours of Operation.** Major meals shall be served during the hours shown in TECHNICAL EXHIBIT 1. Hours of operation shall be extended only to allow the last patron to consume a meal within the 20 minute allowance from the securing hour. The offering of seconds shall not be a factor with regard to securing time.
- C.5.6 **TYPE OF SERVICE**
- C.5.6.1 **Cafeteria Service.** The Contractor shall provide Cafeteria style service to all

personnel. Provide dining arrangement, equipment, tablecloths, napkins, decorations, etc. to present a pleasant atmosphere. Seats, tables and required tableware shall be cleaned expeditiously so that allowable seating is maximized in accordance with NAVSUP 4061.11.

- C.5.6.2 **Delivered Meal Service.** Delivered meals shall be provided in Mermite Containers, individual prepared meals, or other authorized component to personnel of the Detention Camp areas.
- C.5.6.3 **Take Out Meals Service.** To Go Meals shall be provided to military personnel “only” whose duties preclude them from subsisting within the general mess dining facility. Takeout meals shall be provided at Kittery Café. This meal service may be a component of the Main or Speed Line option (patrons choice) and shall consist of a main entrée, starch, vegetable, bread, and dessert. Fruit may be offered as the dessert but only one dessert shall be provided. Bottled water shall be the only beverage provided as part of the “Take Out” service. Salads shall not be provided as “Take Out” meals as they are highly perishable. The “Take Out” service shall not take the place of Cafeteria Service, which is the primary service for feeding military personnel. “Take Out” service may be for personnel standing sentry duties, security patrols, or other duties or watches during the meal hour preventing subsisting in the dining facility. Watch Commanders, E7 and above, shall provide a 48 hours advance notification “in writing” of affected personnel. Personnel found violating this service shall be reported to the Commanding Officer for action. Other non-military organizations (and Tenant Commands) whose personnel are authorized to subsist in the general mess shall make other arrangements for its personnel. changes in the takeout meals at the Kittery Café shall be approved by the COR/ACOR.
- C.5.6.4 **Picnic Meal Service.** Picnics are a pick up meal service for military personnel “only” and shall be provided IAW the authorized picnic menu selections in Technical Exhibit 2.
- C.5.6.5 **Galley Operation.** The contractor shall operate the scullery areas, snack lines, sandwich bar, dessert, beverage, and salad bar stations at all Galley locations.
- C.5.7 **PREPARATION**
- C.5.7.1 **Galley Preparation.** The Contractor shall maintain standards established by BUMED and NAVSUP pertaining to the preparation and handling of food items. Desserts and baked goods are to be prepared within 12 hours of scheduled use.
- C.5.7.2 **Remote Areas.** The Contractor shall prepare hot meals and box/sack meals for personnel working in remote areas (as determined by the Government) IAW AFRS P-7, NAVSUP P-7 and NAVSUP P-486. Food shall be prepared in an appetizing and palatable manner. Customers shall be provided a modified menu (Technical Exhibit 2). All food shall be packed and labeled for pick up by the military. Assemble and stage food/beverage containers, utensils, eating ware, napkins, condiments and trash bags for unit pick up. Clean and store remote site feeding equipment upon return to the dining facility. Prepare and provide hot and cold beverages for consumption other than during scheduled meal periods. Box meals contents are identified in Technical Exhibit 3.
- C.5.7.3 **Picnic Rations.** The Contractor shall prepare food items in compliance with NAVMED P-5010-1 and NAVSUP P-486 for issue to all authorized personnel for picnics and other forms of recreation. Officers and civilian personnel shall pay meal rates IAW

NAVSUPNOTE 7330.

C.5.8 **SANITATION**

- C.5.8.1 **Medical Certificates.** The Contractor shall furnish medical certificates for each employee working in the kitchens, dining halls and food handling facilities or for personnel who come in contact with the handling of food used in the preparation of meals. These personnel shall be subject at all times to inspection and physical examination by Government medical authorities to ensure that proper sanitary standards are maintained. Maintain personal hygiene standards IAW NAVMED P-5010, Chapter 1.
- C.5.8.2 **Medical Examinations.** Contractor employees shall submit to medical examinations performed by a Contractor medical doctor. Personnel having open lesions, particularly of the hands, face or neck, or acne of the face shall be prohibited from performing food service duty. All food service personnel who have been away from their duties for 30 days or more shall have a medical examination prior to resumption of duty IAW NAVMED P-5010, Article 1-53. If any of the Contractor's employees are found medically unfit for performance of their duties under this contract, the Contractor shall promptly remove and replace them with medically examined and fit persons as necessary.
- C.5.8.3 **Food Sanitation Program.** Contractor's food handling/preparation personnel shall be thoroughly familiar with and comply with the Food Sanitation Program pursuant to and in accordance with NAVMED P-5010.
- C.5.8.4 **Uniforms.** Employees in kitchens, dining halls, and food handling facilities shall wear complete uniforms of suitable type and design as approved by the Government IAW NAVSUP Instruction 4061.11 series. Employees shall wear aprons, caps, and hairnets where appropriate. Such apparel shall be furnished by the Contractor and is to be in a clean, neat and sanitary condition when worn. Contractor personnel working in food service area/functions are not permitted any facial hair (i.e., beards and moustaches).
- C.5.8.5 **Cleaning Standards and Frequencies.** The Contractor shall maintain all assigned areas, equipment, furniture, utensils, etc., in a state of cleanliness in conformance with the standards and frequencies outlined in NAVSUPINST 4061.8 series.
- C.5.8.6 Maintain standards of food hygiene, sanitation and food inspection in all food service facilities. Chilled products shall be stored at temperatures between 34 and 40 degrees Fahrenheit. Frozen items shall be stored at temperatures below 0 degrees Fahrenheit as prescribed in NAVMED P-5010.
- C.5.8.7 **Sanitation and Safety Inspections**
- C.5.8.7.1 The Contractor shall conduct daily final sanitary inspections of food service areas before the areas are secured in accordance with NAVMED P-5010, Chapter 1. To be conducted at the end of each workday to ensure that equipment and work areas are in a clean and sanitary condition and all food properly stored and equipment is in safe working condition IAW NAVSUP P-486.
- C.5.8.7.2 The Government shall conduct weekly sanitary inspections of food service areas on a surprise basis IAW NAVMED P-5010. The Government shall also conduct surprise sanitation inspections IAW BUMED policies.

**C.5.9 FOOD ISSUES**

**C.5.9.1 Order subsistence to meet menu requirements.** Requisitions need to be checked by food service manager before submission. Receive, inspect, transport and store subsistence. Mobile refrigerated boxes should be secured with tamper proof seals during movement. Subsistence should be stored under secure conditions until use. Maintain subsistence inventories to meet requirements for a 30 day period should the barge be delayed. Notify the Government upon discovery of food that has exceeded the expiration date. Notify the Government immediately of any emergency utility/equipment failures.

**C.5.10 STORAGE**

**C.5.10.1 Warehousing.** Provide means for security, general housekeeping, receipt, and issue of the dry provisions warehouse(s), and cold storage warehouse(s), and the chill storage warehouse(s) meeting minimum standards established by BUMED. Although the stocks of food and other supplies remain the property of the Government, the Contractor shall have the responsibility for warehousing them.

**C.5.10.2** Set up a systematic program of inspection for discrepancies in the aforementioned area and report these results to the Government. Submit program plan to the Government for approval IAW Para 5.14.4. Conduct inspection program as approved by the Government and report discrepancies within one working day after discovery.

**C.5.10.3 Break Out Food Meals.** Break out food for meals following the warehousing practice of first issuing the oldest lot on hand, by date of pack, unless the condition of a newer lot shows evidence of deterioration and shall be issued to avoid loss. IAW NAVSUP P-486. An inventory adjustment greater than 5% of monthly consumption shall result in the amount of the inventory adjustment over 5% being paid back through the Food Service Management (FSM) system prior to submitting monthly returns.

**C.5.10.4 Subsistence Cargo.** Unpack, tally, check and properly store all subsistence cargo to appropriate dry or cold warehouse area. Check all cargo seal and cargo and report any discrepancies to the Government in accordance with NAVSUP P-486. Prepare surveys and unsatisfactory material reports as needed. Report all discrepancies within one working day after discovery.

**C.5.11 Head Count Procedures.** Ensure that only authorized personnel are permitted to eat in the General Mess as described in NAVSUP P-486, and NAVSPINST 4061.11 series. Perform headcounts of all entering personnel and control entry. Maintain headcount/cashier instructions and forms at each station.

**C.5.12 Security of Funds.** Maintain adequate security of all funds collected daily in accordance with NAVSUP P-486, and applicable NAVCOMPT Manual. Contractor is fully financially responsible for reimbursing the Government for any shortage of funds. Maintain an adequate change fund at all cashier stations.

**C.5.13 Administration Requirements.** Perform necessary administrative services for contract. Maintain files, training records, current publications, forms and standard operating procedures. Maintain equipment maintenance logs. Notify the COR whenever the Directorate of Public Works (DPW) fails to respond to a service call. Invoice the Government for services rendered.

**C.5.14 RECORDS AND DELIVERABLES**

- C.5.14.1 **Contingency Plan.** Develop a contingency plan in accordance with C.1.7 to feed additional personnel during a surge for up to four weeks.
- C.5.14.2 **Daily Food Services Spaces and Equipment Inspection Report.** The report shall describe areas of facility, actions necessary and equipment status with work order numbers. Report results of inspection on Contractor developed, Government approved form.
- C.5.14.3 **Bi-Monthly Sanitary Inspection Report.** Report results of weekly surprise sanitary inspection on NAVMED Form 6240/1.
- C.5.14.4 **Warehouse Inspection Plan.** Develop a plan covering all warehouses where food is stored outlining procedures to secure the premises and control receipts and issues.
- C.5.14.5 **Employee Meal Record (NAVSUP Form 1291).** The Contractor shall maintain and submit daily the Meal Signature Record for Contractor employee meals provided in the Naval Station Guantanamo Bay Galleys. (Prior to consuming any meal, Contractor employees are required to sign the Meal Signature Record Form). The Contractor is responsible for paying the established rates for the meals the Government determines was/or was not provided and/or recorded and not submitted.)
- C.5.14.6 **Other Reports, Returns and Records.** Reports, returns and records shall be prepared as directed by the Government IAW NAVSUP P-486. Reports and returns shall be submitted 48 hours in advance of their due date to allow Government personnel adequate time to review the reports before mailing. The Government shall review reports as specified IAW NAVSUP P-486 and the Contractor shall submit reports to NAVSUP 51.
- C.5.15 **MISCELLANEOUS**
- C.5.15.1 **Recycling.** The Contractor shall recycle paper, aluminum, wood and metal products by depositing in designated recycling receptacles.
- C.5.15.2 **Minor building and equipment maintenance.** The contractor shall comply with building and equipment maintenance as prescribed in OPNAV 4790.4d Navy 3M (Maintenance and Materiel Management), and is reported to Preventative Maintenance System Scheduling 3.1 (PMS SKED), Naval Station Guantanamo Bay, Cuba, IAW the calibration manual instruction 4734.2a, and other applicable instructions.
- C.5.16 **Transition Services.** The Contractor shall clean, sanitize facilities and equipment at the beginning and the end of the contract. Purchase and move supplies in preparation for start/completion of operation. All work shall be completed and the facility ready and stocked for service within the scheduled start of performance.
- C.5.17 Contractor shall provide all necessary vehicles for meal transport. The Contractor shall institute a maintenance program for all of their vehicles and equipment. Actual maintenance work and associated cost shall be the responsibility of the Contractor. In the event of vehicle failure, the Contractor shall provide a back-up vehicle within 24 hours from the base motor pool.

**SECTION C.6****APPLICABLE PUBLICATIONS AND FORMS****C.6.1. Publication, Forms and Labels**

The Contractor shall comply with the requirements contained in the publications and directives as follows to the extent they apply to the services covered by this contract. All publications listed shall be provided by the Government at the start of the contract. Supplements or amendments to listed publications from any organizational level may be issued during the life of the contract. The Contractor shall immediately implement those changes in publications which result in a decrease or no change in the contract price. If changes proposed increase the contract price, the Contractor shall notify the Contracting Officer immediately. The Contractor shall not implement any revisions, supplements or amendments where cost is involved until a bilateral modification is processed. The price proposal shall be submitted within 30 calendar days from the date the contractor receives notice of the revision, supplement or amendment given rise to the increase in cost of performance. Changes in the contract price due to supplements and amendments shall be considered IAW FAR 52.212-4(c) Contracts Terms and Conditions-Commercial Items (Changes). Listing of Publications and Forms as follows:

NAVSUP P-486	Food Service Management General Messes Revision April 2007
NAVSUP NOTE 7330	Promulgation of Daily Monetary Ration Rates & Fixed Price List (Published Quarterly)
NAVSUP P-580	Navy Food Services System Office Fat, Cholesterol & Calorie List for General Messes
NAVMED P-5010	Bureau of Medicine and Surgery Manual of Naval Preventative Medicine, Chapter 1 Food Service Sanitation
NAVSUP P-7	Armed Forces Recipe Service
AFRS P-7	Armed Forces Recipe Service, Pub 7
NAVSUP Publication 421	Equipment Operating
OPNAVINST 5100.23	Navy Food Service Operation Handbook (January 2010)
COMNAVBASEGTMOINST 11320.1A	Navy Occupation Safety and Health Program Manual
NFPA	Base Fire Regulation
DOD 5500.7R	Fire Codes
NAVCOMPT Manual	Joint Ethics Regulation
ANSI/SQCZ1.4	Appropriation Cost and Property Accounting (Field)
NSF No. 3	American National Standard Sampling Procedures and Tables for Inspection by Attributes (1993)
MOA N60514	American National Standard No. 3, Dishwashing Machines (June 1982)
NSF Instruction 4061 Series	COMNAVBASEGTMO HAZMAT Program
SECNAVINST 4061.1 Series	Meal Pass Procedures
NAVSUPINST 4061.8 Series	Food Sanitation Training Program
NAVSUPINST 4061.9 Series	Mess Attendant Services Specification and Surveillance Techniques
NAVSUPINST 4061.11 Series	Sale of Meals and Surcharge Rates
	Standard of Food Service

**SUPPLY BULLETINS:**

P-476	Navy Food Service Quarterly
	ALLFOODACTS
	FOODFLASHES

(Note: All NAVSUP Publications are available online at [www.navsup.navy.mil](http://www.navsup.navy.mil))

**FORMS**

**Mandatory records and report forms listed below:**

NAVSUP Form 1105  
NAVSUP Form 1291  
NAVSUP Form 1292  
DD Form 1544  
NAVCOMPT Form 2277  
Naval Message  
DD Form 200  
MSDS  
DD Form 1608  
DD Form 1662  
5100/12 (9-92)  
Appendix 14E of OPNAVINST 5100.23  
Contractor Prepared  
Contractor Prepared  
Contractor Prepared  
Contractor Prepared  
Contractor Prepared  
SVCDR-1-R

Meal Card  
Meal Signature Record  
Recapitulation of Meal Record  
Cash Meal Payment Book  
Voucher for Disbursement and/or Collection  
Sale of Meals (Published Annually Sept/Oct)  
Financial Liability Investigation of Property Loss  
Material Safety Data Sheets  
Unsatisfactory Material Report  
DOD Property in the Custody of Contractor  
NAVOSH Deficiency Notice  
Report of Traumatic Injury  
Trouble Call Log  
Pest Control Log  
Contractor Invoice  
Response to Sanitation Inspection  
Customer Survey Form  
Subsistence Contractor Contract Discrepancy Report

**REMOTE SITE FEEDING LABELS (BELOW)**

Pre-Prepared Food  
Leftover-Use within 24 Hours

**(Note: Forms can be purchased through NAVSTASUP or reproduced by the contractor)**

**ATTACHMENTS:**

Technical Exhibit 1 – Workload  
Technical Exhibit 2 – Menu Guidelines  
Technical Exhibit 3 – Box Meal Menu Guidelines  
Technical Exhibit 4 – Special Lite Bite Menu  
Technical Exhibit 5 – Recommended Supplies  
Technical Exhibit 6 – Quality Control Plan  
Technical Exhibit 7 – Required Submittals/Reports  
Technical Exhibit 8 – Description of Facilities  
Technical Exhibit 9 – Government Equipment  
Technical Exhibit 10 – Fence Line Menu, Cycle 1 and  
Cycle 2.

Attachment 1 - U.S. Naval Station, Guantanamo Bay,  
Cuba Instruction 5450.4

Attachment 2 – Performance Requirement Summary  
(PRS)

**SPOT**

Contractor must comply with “The Synchronized Predeployment and Operational Tracker (SPOT) Plus”  
See attachment