

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER FY155870800100		PAGE 1 OF 20	
2. CONTRACT NO FA8773-07-C-0061		3. AWARD/EFFECTIVE DATE 07-Jun-2007		4. ORDER NUMBER		5. SOLICITATION NUMBER FA8773-07-Q-0062	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME EMLY L GREGG		b. TELEPHONE NUMBER (No Collect Calls) 405-734-9297		8. OFFER DUE DATE/LOCAL TIME 04:00 PM 23 May 2007	
9. ISSUED BY 38 EIG/PK - FA8773 EMILY L GREGG 4001 HILLTOP RD TINKER AFB OK 73145-2713 TEL: 405-734-9297 FAX: 405-734-9537		CODE FA8773		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 517110 SIZE STANDARD: 1500		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 checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO DET 1 HQ WAANGFM CAMP MURRAY - FY1558 MSGT STANLEY WOREL 113TH 41ST DIVISION WAY CAMP MURRAY WA 98430		CODE FY1558		16. ADMINISTERED BY SEE ITEM 9			
17a. CONTRACTOR/OFFEROR MCI COMMUNICATIONS SERVICES INC DBA VERIZON BUSINESS SERVICES 1945 OLD GALLOWS ROAD 6050 VIENNA VA 22182-3131 TEL. FACILITY CODE		CODE 1MMY8		18a. PAYMENT WILL BE MADE BY DFAS LIMESTONE (DFAS-LI) - F67100 DFAS-BAASD/CC P.O. BOX 369020 COLUMBUS OH 43236-9020 CODE F67100			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE							
25. ACCOUNTING AND APPROPRIATION DATA See Schedule					26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$35,896.80		
<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 checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED.			
ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES 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 Susan Zeleniak Verizon Federal, Vice President		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Emily L. Gregg</i>			31c. DATE SIGNED 13 Jul 07		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) <i>Susan Zeleniak</i>		30c. DATE SIGNED 7/11/07		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) <i>Emily L. Gregg</i> TEL: (405) 734-9297 EMAIL: emily.gregg@tinker.af.mil			

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV 12/2002)
Prescribed by GSA
FAR (48 CFR) 53.212

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)		PAGE 2 OF 20	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		
SEE SCHEDULE			
32a. QUANTITY IN COLUMN 21 HAS BEEN			
<input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> 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
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			
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	40. PAID BY
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			
42a. RECEIVED BY (Print)		41c. DATE	
42b. RECEIVED AT (Location)			
42c. DATE RECD (YY/MM/DD)		42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

PLACE OF PERFORMANCE

215TH EIS
 2701 112TH STREET SW
 EVERETT WA 98204-3502

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lump Sum		NSP

Cutover Requirements

FFP

NOTE: All pricing shall be in accordance with H-822. The contractor shall provide all transmission facilities, equipment, materials, maintenance, test equipment, design layout, management, supervision and any incidentals necessary to cutover and provide local access and transport services and functions at the designated demarcation point as stated in the site specific Statement of Work and Appendix 10 for Camp Murray (Everett Site) WA.

FOB: Destination

NSN: D304-PK-CSA-0001

MILSTRIP: FY155870800101

SIGNAL CODE: A

NET AMT

ACRN AA

CIN: 00000000000000000000000000000000

\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Non-Recurring Charges (NRC)	1	Lump Sum		NSP

NOTE: All pricing shall be in accordance with H-822. Any Non-Recurring charges associated with the providing of all transmission facilities, equipment, materials, maintenance, test equipment, design layout, management, supervision and functions at the designated demarcation point as stated in the site specific Statement of Work and Appendix 10 for Camp Murray (Everett Site) WA.

FOB: Destination

NSN: D304-PK-CSA-0002

MILSTRIP: FY155870800102

SIGNAL CODE: A

ACRN AA
 CIN: 00000000000000000000000000000000

NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Lump Sum	\$26,791.20	\$26,791.20

Recurring Charges (RC)
FFP

NOTE: All pricing shall be in accordance with H-822. Any Recurring charges associated with the providing of all transmission facilities, equipment, materials, maintenance, test equipment, design layout, management, supervision and incidentals necessary for the performance of local access and transport services and functions at the designated demarcation point as stated in the site specific Statement of Work and Appendix 10 for Camp Murray (Everett Site) WA.

FOB: Destination
NSN: D304-PK-CSA-0003
MILSTRIP: FY155870800103
PURCHASE REQUEST NUMBER: FY155870800100
SIGNAL CODE: A

NET AMT \$26,791.20

ACRN AA \$5,358.24
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Taxes, Fees and Surcharges	1	Lump Sum	\$9,105.60	\$9,105.60

NOTE: All pricing shall be in accordance with H-822. Any applicable taxes, fees and surcharges associated with the providing of all transmission facilities, equipment, materials, maintenance, test equipment, design layout, management, supervision and incidentals necessary for the performance of local access and transport services and functions at the designated demarcation point as stated in the site specific Statement of Work and Appendix 10 for Camp Murray (Everett Site) WA.

FOB: Destination
 NSN: D304-PK-CSA-0004
 MILSTRIP: FY155870800104
 SIGNAL CODE: A

ACRN AA
 CIN: 00000000000000000000000000000000

NET AMT \$9,105.60

\$1,821.12

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		5	Years		NSP

Yearly Not To Exceed (NTE) Authorizations
FFP

NOTE: All pricing shall be in accordance with H-822. Any Yearly NTE authorizations associated with the providing of all transmission facilities, equipment, materials, maintenance, test equipment, design layout, management, supervision and incidentals necessary for the performance of local access and transport services and functions at the designated demarcation point as stated in the site specific Statement of Work and Appendix 10 for Camp Murray (Everett Site) WA.

FOB: Destination
NSN: D304-PK-CSA-0005
MILSTRIP: FY155870800105
SIGNAL CODE: A

NET AMT

ACRN AA	\$0.00
CIN: 00000000000000000000000000000000	

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
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
------	---------------	----------	-----------------	-----

0001	POP 05-FEB-2008 TO	N/A	DET 1 HQ WAANG/FM CAMP MURRAY - FY1558
	04-FEB-2013		FY1558
			MSGT STANLEY WOREL
			113TH 41ST DIVISION WAY
			CAMP MURRAY WA 98430
			(253) 512-2590
			FOB: Destination
0002	POP 05-FEB-2008 TO	N/A	(SAME AS PREVIOUS LOCATION)
	04-FEB-2013		FOB: Destination
0003	POP 05-FEB-2008 TO	N/A	(SAME AS PREVIOUS LOCATION)
	04-FEB-2013		FOB: Destination
0004	POP 05-FEB-2008 TO	N/A	(SAME AS PREVIOUS LOCATION)
	04-FEB-2013		FOB: Destination
0005	POP 05-FEB-2008 TO	N/A	(SAME AS PREVIOUS LOCATION)
	04-FEB-2013		FOB: Destination

ACCOUNTING AND APPROPRIATION DATA

AA: Communication Services Authorization - Reporting Purposes Only
 AMOUNT: \$7,179.36
 CIN 000000000000000000000000: \$7,179.36

CLIN	JOB ORDER	FUNDS EXP. DATE	FUNDED QTY	FUNDED AMT
0001	F67ZSC6291MC02		1.00	
0002	F67ZSC6291MC02		1.00	
0003	F67ZSC6291MC02			
0004	F67ZSC6291MC02			
0005	F67ZSC6291MC02		5.00	

CLAUSES INCORPORATED BY REFERENCE

52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2007
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2007
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items	MAR 2007
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.232-18	Availability Of Funds	APR 1984
252.239-7002	Access	DEC 1991
252.239-7004	Orders For Facilities And Services	NOV 2005
252.239-7007	Cancellation Or Termination Of Orders	NOV 2005
252.239-7008	Reuse Arrangements	DEC 1991
252.239-7011	Special Construction And Equipment Charges	DEC 1991
252.239-7012	Title To Telecommunication Facilities And Equipment	DEC 1991

252.243-7001 Pricing Of Contract Modifications

DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAR 2007)

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

(2) 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.)

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

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

X ___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (4) [Removed].

___ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

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

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

___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

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

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

X ___ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (SEP 2006) (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.

___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

- ___ (10) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (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.
- ___ (12) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (13) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- ___ (15) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- ___ (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).
- ___ (17) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- ___ (18) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- ___ (19) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- ___ (20) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- ___ (21) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- X ___ (22) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- ___ (23)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).
- ___ (24) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- ___ (25)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (NOV 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, 109-53 and 109-169).
- ___ (ii) Alternate I (JAN 2004) of 52.225-3.
- ___ (iii) Alternate II (JAN 2004) of 52.225-3.
- ___ (26) 52.225-5, Trade Agreements (NOV 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ___ (27) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

___ (28) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).

___ (29) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).

___ (30) 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)).

___ (31) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X ___ (32) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (33) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

X ___ (34) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___ (35) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (36)(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, as Amended (JUL 2005) (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) (NOV 2006) (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 (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(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 paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (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 \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq).

(vii) 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)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

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

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2007)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

X ___ 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

X (1) ___ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(2) ___ 252.219-7003, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

(3) ___ 252.219-7004, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

(4) ___ 252.225-7001, Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).

X (5) ___ 252.225-7012, Preference for Certain Domestic Commodities (JAN 2007) (10 U.S.C. 2533a).

(6) ___ 252.225-7014, Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

(7) ___ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(8) ___ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(9) ___ 252.225-7021, Trade Agreements (MAR 2007) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(10) ___ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(11) ___ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(12)(i) ___ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (MAR 2007) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) ___ Alternate I (OCT 2006) of 252.225-7036.

(13) ___ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

X (14) ___ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).

- (15) 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
- (16) 252.227-7037, Validation of Restrictive Markings on Technical Data (SEF 1999) (10 U.S.C. 2321).
- (17) 252.232-7003, Electronic Submission of Payment Requests (MAY 2006) (10 U.S.C. 2227).
- (18) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEF 2006) (Section 1092 of Public Law 108-375).
- X (19) 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- X (20)(i) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (ii) Alternate I (MAR 2000) of 252.247-7023.
- (iii) Alternate II (MAR 2000) of 252.247-7023.
- (iv) Alternate III (MAY 2002) of 252.247-7023.
- X (21) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).
- (c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:
 - (1) 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
 - (2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEF 2006) (Section 1092 of Public Law 108-375).
 - (3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
 - (4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and others for this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman does not affect the authority of the program manager, contracting officer, or source selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of protests or formal contract disputes. The ombudsman may refer the party to another official who can resolve the concern.

(b) Before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. Consulting an ombudsman does not alter or postpone the timelines for any other processes (e.g., agency level bid protests, GAO bid protests, requests for debriefings, employee-employer actions, contests of OMB Circular A-76

5352.201-9101 Ombudsman AUG 2005

<http://www.whitehouse.gov/omb/circulars/a076/a76_rev2003.pdf> competition performance decisions).

(c) If resolution cannot be made by the contracting officer, concerned parties may contact the Center/MAJCOM ombudsmen: ESC/CS

Bldg 1606
9 Eglin Street
Hanscom AFB, MA 01731
Telephone #: 781-377-5106
Facsimile #: 781-377-4659
E-Mail: ESC.Ombudsman@hanscom.af.mil

Concerns, issues, disagreements, and recommendations that cannot be resolved at the MAJCOM/DRU level, may be brought by the concerned party for further consideration to the Air Force ombudsman, Associate Deputy Assistant Secretary (ADAS) (Contracting), SAF/AQC, 1060 Air Force Pentagon, Washington DC 20330-1060, phone number (703) 588-7004, facsimile number (703) 588-1067.

(d) The ombudsman has no authority to render a decision that binds the agency.

(e) Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer.

(End of clause)

5352.215-9005 INCORPORATION OF CONTRACTOR'S TECHNICAL PROPOSAL (AFMC) (AUG 1998)

(a) The following documents are incorporated herein by reference and made a part of this contract:

Volume 1 of Contractor's Technical Proposal (or appropriate document(s) name) dated 23 May 07, entitled Volume 1 – Technical Proposal.

(b) Nothing contained in the Contractor's technical proposal shall constitute a waiver to any other requirement of this contract. In the event of any conflict between the Contractor's technical proposal and any other requirement of the contract, the conflict shall be resolved in accordance with the Order of Precedence clause. For purposes of the Order of Precedence clause the document(s) listed above shall rank 10th.

(c) The detailed technical content of the Contractor's proposal was an important factor in the selection of the Contractor for award of this contract. The documents listed above are now contractually binding. The Contractor shall not change or otherwise deviate from the content of these documents without prior written approval from the Contracting Officer.

(d) If it is necessary to change the performance, design, configuration, or other items specified in the technical proposal in order to comply with the requirements of the contract clauses, special contract requirements, or statement of work, the contract shall be modified appropriately.

(e) The Contractor agrees that the documents listed above reflects the results/responses to all exchanges and/or Evaluation Notices (ENs) issued during the negotiation process. If, after contract award, it is discovered that changes made during negotiations were not incorporated in the SOW and/or technical proposal, such changes to the Contractor's documents shall be considered administrative in nature and shall be made by unilateral modification to the contract, at no change in contract cost or price or other terms and conditions.

5352.242-9000 CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (JUN 2002)

(a) The contractor shall obtain base identification and vehicle passes for all contractor personnel who make frequent visits to or perform work on the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.

(b) The contractor shall submit a written request on company letterhead to the contracting officer listing the following: contract number, location of work site, start and stop dates, and names of employees and subcontractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The contracting officer will endorse the request and forward it to the issuing base pass and registration office or security police for processing. When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver's license, current vehicle registration, and valid vehicle insurance certificate, to obtain a vehicle pass.

(c) During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.

(d) When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with AFI 31-101, Volume 1, The Air Force Installation Security Program, and AFI 31-501, Personnel Security Program Management, as applicable.

(e) Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.

(f) Failure to comply with these requirements may result in withholding of final payment.

(End of clause)

A-10 Attachment 1, Schedule B, inclusive of all SLINs, charges, and totals, is hereby incorporated.

B-3 Provisions 52.212-1, -2, and -3 and 252.212-7000 will be physically removed from any resultant award, but will be deemed to be incorporated, by reference, in that award.

B-6 Per FAR 5.303, FAR 15.503(b), and FAR 15.506(d), a local announcement of this contract award, including the Schedule B, will be posted at the following Internet address: <http://www-extlinker.af.mil/38eig/pk/pkkindex.asp>. Click on the "Public Announcement" button at the bottom of the left hand column of this webpage. Once the map appears, click on the location of the announcement notice, and links will be displayed for downloading the contract award documents. Proposal/Quotation Schedule B's submitted for award consideration shall not include any proprietary markings. Such markings, if not removed, shall eliminate the vendor from the competitive range established for the requirement.

C-2 SPECIFICATIONS, STANDARDS AND DRAWINGS (LAW FAR 11.201) (38 FIG) Jan 2007

ATTACHMENT NUMBERS(S)
 SPECIFICATIONS, STANDARDS AND/OR ATTACHMENTS
 Specifications, standards or drawings (as applicable) are incorporated and furnished/listed below:

2 Statement of Work for Camp Murray Site at Everett WA

F-2 PERFORMANCE OF SERVICES THROUGH CUTOVER Jan 2007
(38 EIG/PK)

For all services required on this contract, the contractor shall continue to provide services until a release date is established by the government as a result of competition (cutover complete) or termination (including termination for cause or government convenience).

G-2 INVOICE ADDRESS Jan 2007
(38EIG)

Submit invoices to the following address:

MSgt Stanley Worel
113 41st Division Way
Camp Murray WA 98430

G-4 Reporting of Funds Mar 2006

This contractual vehicle is used to authorize local communications service and does not obligate funds. The funded amount(s) indicates the yearly authorization totals for reporting purposes only.

G-805 REMITTANCE ADDRESS AUG 2002
(38 EIG/PK)

If the remittance address is different from the mailing address, enter the remittance address below. Failure to provide this information may impact payment.

G-806 PAYMENT BY GOVERNMENT PURCHASE CARD FEB 2006
(38 EIG/PK)

For payments made by Government Purchase Card (GPC), reference paragraph (f), clause 52.232-36. Contractor shall submit invoices for certification to the address identified in G-2. After certification, the office identified in G-2, shall provide the Contractor with the GPC information for billing. Payment will be made to the Contractor through a charge to the GPC, at the time and for the amount due in accordance with the certified invoice.

H-820. DEFINITIONS (38 EIG/PK) FEB 2006

As used throughout this Agreement, the following terms shall have the meanings set forth below:

(a) "Common Carrier" means any entity engaged in the business of providing telecommunications services, which are regulated by the Federal Communications Commission or other governmental body.

(b) "Noncommon Carrier" means any entity other than a common carrier offering telecommunications facilities, services, or equipment for lease.

(c) "Governmental regulatory body" means the Federal Communications Commission, any statewide regulatory body, or any body with less than statewide jurisdiction when operating under the state authority. Regulatory bodies whose decisions are not subject to judicial appeal and regulatory bodies, which regulate a company owned by the same entity, which creates the regulatory body are not "governmental regulatory bodies."

(d) "Special Service" normally involves a common carrier providing a special service or facility related to the performance of the basic telecommunications service requirements. This may include (i) moving or relocating equipment, (ii) providing temporary facilities, (iii) expediting provision of facilities, or (iv) providing specially constructed channel facilities to meet Government requirements.

(e) "Telecommunications services" means the services acquired, whether by lease or contract, to meet the Governments telecommunications needs. The term includes the telecommunications facilities and equipment necessary to provide such services.

H-821 NATIONAL AGENCY CHECK (38 EIG/PK) FEB 2006

a. All contractor personnel shall possess or obtain a favorable National Agency Check (NAC) prior to being granted unescorted entry to restricted areas. The Contractor shall begin the NAC process immediately upon notification of award of the contract. The Contractor shall coordinate with the Communications-Computer System Officer (CSO) for the correct procedures for entry into restricted or controlled areas. The Contractor shall provide, as a minimum, but not limited to, names of contractor personnel, social security numbers, and NAC results for all personnel who have a need to access controlled or restricted government facility areas.

b. The Contractor shall coordinate with the CSO, or his/her designated representative, for any additional security requirements including, but not limited to, entry procedures, control badges, investigation of security incidents, visitor control, etc. The Installation Commander will approve requests for unescorted entry to restricted/controlled areas upon recommendation of the servicing security agency. Contractor personnel will be escorted until unescorted entry is approved. Access to government facilities shall be restricted to contractor personnel authorized by the CSO, or his/her designated representative.

c. In accordance with the Computer Security Act of 1987 and OMB Circular A-130, contractor personnel must have a background screening prior to having access to UNCLASSIFIED GOVERNMENT AUTOMATED INFORMATION SYSTEMS (AIS). Completion of a favorable National Agency Check (NAC) meets this requirement.

d. The Contractor shall designate a person to assume responsibility for all security matters. This designation will be made in writing to the CSO, or his/her designated representative, prior to the start of on-site work.

H-822

Rates, Charges, and Services

FEB 2006

- (a) The Contractor shall furnish the services and facilities under this contract in accordance with—
- (1) All applicable tariffs rules, regulations, or requirements;
 - (i) Lawfully established by a governmental regulatory body; and
 - (ii) Applicable to service and facilities furnished or offered by the Contractor to the general public or the Contractor's subscribers;
 - (2) All pricing for this acquisition is firm-fixed pricing in accordance with FAR 12.207 and 16.201-1. A firm-fixed-price contract provides for a price that is not subject to any adjustment on the basis of the contractor's cost experience including tariff changes in performing the contract. If the prices differ from established tariffed prices then it is the responsibility of the vendor to either file a special tariff for the contract with the relevant governmental authorities or to make other arrangements to comply with the governmental requirements. The Air Force will not be liable for price increases for failure to follow these requirements.
 - (3) All taxes, fees, and surcharges are subject to applicable tariff rates and charges. If such rates are applicable to this contract, the contractor must notify 38 EIG/PKK for authorization on the CSA before invoicing the customer.
- (b) The Government shall not prepay for services.
- (c) For tariffed and non-tariffed services, the Contractor shall charge the Government at the lowest rate and under the most favorable terms and conditions for similar service and facilities offered to any other customer.
- (d) Recurring charges for services and facilities shall, in each case, start with the satisfactory beginning of service or provision of facilities or equipment and are payable monthly in arrears.
- (e) Subject to the Cancellation or Termination of Orders clause, of this agreement/contract, the Government may stop the use of any service or facilities furnished under this agreement/contract at any time. The Government shall pay the contractor all charges for services and facilities adjusted to the effective date of discontinuance.
- (f) Expediting charges are costs necessary to get services earlier than normal. Examples are overtime pay or special shipment. When authorized, expediting charges shall be the additional costs incurred by the Contractor and the subcontractor. The Government shall pay expediting charges only when—
- (1) They are provided for in the tariff established by a governmental regulatory body; or
 - (2) They are authorized in a communication service authorization or other contractual document.
- (g) When services normally provided are technically unacceptable and the development, fabrication, or manufacture of special equipment is required, the Government may—
- (1) Provide the equipment; or
 - (2) Direct the Contractor to acquire the equipment or facilities. If the Contractor acquires the equipment or facilities, the acquisition shall be competitive, if practicable.
- (h) If at any time the Government defers or changes its orders for any of the services but does not cancel or terminate them, the amount paid or payable to the Contractor for the services deferred or modified shall be equitably adjusted at the time of deferral or change. The Government and the Contractor shall equitably adjust the rates by mutual agreement. Failure to agree on any adjustment shall be a dispute concerning a question of fact within the meaning of the Disputes clause of this contract.

H-823

Tariff Information
38 EIG/PK

FEB 2006

- (a) The Contractor shall provide to the Contracting Officer—
- (1) Upon request, a copy of the Contractor's current existing tariffs (including changes);

(2) Before filing, any application to a Federal, State, or any other regulatory agency for new or changes to applicable rates, charges, services, or regulations relating to any CSA or any of the facilities or services to be furnished solely or primarily to the Government; and

(3) Upon request, a copy of all information, material, and data developed or prepared in support of or in connection with an application under paragraph (a)(2) of this clause.

(b) The Contractor shall notify the Contracting Officer of any application that anyone other than the Contractor files with a governmental regulatory body, which affects or will affect the rate or conditions of services under this contract. These requirements also apply to applications pending on the effective date of this contract.

H-827 WORK ORDERS (JAN 1998)
(38 EIG/PK)

Requirements for service provided hereunder will be forwarded to the Contractor through issuance of a local order (DD Form 1367 or a similar form). A local order will also be issued for termination or changes to services. Services provided without a local order are not contractually covered. Services may be ordered only as shown on the CSA Schedule B. Orders must be signed by the Communications Systems Officer or designee.

H-829 PUBLIC UTILITIES COMMISSION
AUTHORIZATION
(38 EIG/PK)
FEB 2006

All offerors shall be registered with the state Public Utilities Commission where services are being provided. This contract shall at all times be subject to such changes by the Public Utilities Commission of the State having jurisdiction over the particular site as said Commission may, from time to time, direct in the exercise of its jurisdiction.