

2. AMENDMENT/MODIFICATION NO. A00002	3. EFFECTIVE DATE 05/24/2006	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY U. S. DOT/RITA/Volpe Center 55 Broadway Cambridge MA 02142	CODE DTS-852	7. ADMINISTERED BY (If other than Item 6) U.S. DOT/RITA/Volpe Center 55 Broadway Cambridge MA 02142	CODE DTS-852

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(x)	9A. AMENDMENT OF SOLICITATION NO. DTRT57-06-R-20021
	x	9B. DATED (SEE ITEM 11) 05/01/2006
		10A. MODIFICATION OF CONTRACT/ORDER NO.
		10B. DATED (SEE ITEM 11)
CODE	FACILITY CODE	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

<u>CHECK ONE</u>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor  is not.  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

PART I of this amendment consists of the responses to questions received in regards to solicitation DTRT57-06-R-20021. (Pages 2 through 28)

PART II of this amendment consists of the following:

Section B - Supplies or Services and Prices/Costs, Paragraph B.1 Services and Prices, is deleted in its entirety and replaced with a revised Section B that is incorporated as part of this amendment. (Pages 29 through 32)

See remainder of document for detailed instructions on additional changes/clarifications. (Pages 33 through 36)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Orin D. Cook		
15B. CONTRACTOR/OFFEROR  <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED

**DTRT57-R-06-20021 Questions**

Q1. SF 33, Block 9. Thirty day response time for a FFP requirement in a war zone is unrealistic. A minimum of 60 days is necessary to develop a meaningful, responsive proposal. Request the due date be extended to 30 Jun 06.

**A. See Amendment No. A0001 issued May 10, 2006 extending due date to June 15, 2006.**

Q2. Section H, Special Contract Requirements, Article H.1: The unknown conditions (security and physical) of the required and optional sites makes a FFP contract extremely problematic without substantial contingencies to accommodate the unknowns and the physical danger. Will DoT reconsider and allow Cost Reimbursement types of contracts?

**A. The Government considered all contract types at the outset of the solicitation process. Due to a change in requirements two Cost Reimbursable line items are added. See revised Schedule B.**

Q3. Section H, Special Contract Requirements, Article H.6: Subparagraph (1) Requires "Workman's Compensation insurance as required by the law of the State." It is our belief that Workman's Compensation insurance in the form of Defense Base Act Insurance will be required by U.S. law for all Prime and Subcontractor personnel. Contractors have no discretion in this matter. This coverage is very expensive and it is almost impossible to obtain firm quotes in less than 60 days. Could you please confirm if this issue has been considered?

**A. Section H, Clause H.6 "Insurance" applies only to work performed in the United States. FAR 52.228-3 is added to Section I; FAR 52.228-3 applies to work performed outside of the United States.**

Q4. Section H, Special Contract Requirements, Article H.8, Security: Can you please clarify what is meant by the first two sentences: "Contractors are responsible for obtaining their own security within Iraq. The costs incurred for security are outside the bounds of this contract." These two sentences seem to be in conflict. Physical security in Iraq is a very costly expense that cannot be avoided. Since the U.S. Government is not providing physical security, the contractor must. Are contractors expected to absorb these costs? Why would these types of cost be outside the bounds of a FFP contract?

**A. Requirements have changed. Therefore, a Cost Reimbursable line item for Security is added to the revised Section B. Section H, Clause H.8 is also amended. (Please see Part II of this Amendment.)**

Q5. Section L, Instruction, Condition, and Notices to Offerors or Quoters, Article L-2, C: The technical complexity of the interface requirements makes it very difficult to obtain the data required via email exchange and written enquiries only. Will DoT reconsider and allow personnel to visit with the engineering and contract personnel? Will DoT consider conducting an industry information exchange day to allow questions to be asked and answered?

**A. Offerors may not contact or visit engineering personnel. The point of contact for all matters regarding this solicitation is Elizabeth A. Segal, Administrative Contracting Officer (CO). The Volpe Center, an operating administration within USDOT, will not be conducting an industry information exchange day (pre-proposal conference). (NOTE: This is a Volpe Center acquisition.)**

Q6. Section B.1 Services and Prices. Based on the CLIN structure, [Offeror] anticipates that payment for the CLINs will be made once the CLIN is complete. For Example, CLIN 0001 will be

invoiced and paid once the Network engineering study is completed submitted and accepted rather than after all equipment is installed at the DMRCN sites. CLIN 0002 will be invoiced and paid once the factory test for the 21 sites is completed and prior to the equipment being shipped to Iraq. Please confirm if the above understanding is consistent with the Government's intent. See question [8].b. for payment questions pertaining to CLIN 0004.

**A. The Government intends the successful Offeror to provide a Payment Schedule after award (see Section G, Clause G.5 "Payment Schedule"). The contractor proposed payment schedule is subject to approval by the CO.**

Q7. Section C – Description/Specifications/Work Statement. Para C.5.0. Is the contractor responsible for physical security and safeguarding of equipment during transportation to and storage at the final DMRCN site?

**A. Yes.**

Q8. Section G – Contract Administration Data

a. Para G.5 Payment Schedule is required within 20 days after contract award, which is before CLIN 0001 is even delivered. CLIN 0001 requires a complete design package for each tower and shelter. The Payment Schedule can best be developed 30 days after acceptance of the engineering requirements analysis. Recommend Para G.5 be amended accordingly.

**A. Section G, Clause G.5 "Payment Schedule" remains as is. The Government requires the Payment Schedule within twenty days after contract award.**

b. Para G.5 Payment Schedule references two FAR clauses for Payment, 52.232-5, Payment under Fixed Price Construction Contracts, which provides for Progress Payments; and FAR 52.232-32, Performance-Based Payments. Based on the CLIN structure, [Offeror] assumes that these payments are meant to pertain to CLIN 0004. Does the contractor have the option of selecting one of the two identified clauses for offering a payment schedule since both clauses can not be used together?

**A. The required Payment Schedule pertains to all the CLINs in Section B. The only construction is in Iraq; however, there is non construction work that precedes the construction. Accordingly, both FAR clauses apply.**

Q9. Section I – Contract Clauses.

a. Clause 52.236-1, Performance of Work by the Contractor. In a location as dangerous as Iraq, it will be very expensive to require a minimum of 12 % of the work to be accomplished directly by the Contractor's personnel. Recommend this clause be deleted entirely. The Governments interests are adequately protected by the inspection and acceptance clauses of the contract.

**A. Section I, FAR 52.236-1 "Performance of Work by the Contractor" remains as is in the solicitation.**

b. Clause 52.236-3, Site Investigation and Conditions Affecting the Work. It is a practical impossibility for a Contractor to conduct site visits and perform investigations as to the...."general and local conditions which can affect the work or its cost, including, but not limited to .....quality and quantity of surface and subsurface material or obstacles to be encountered...." It would not be practical to visit all potential 33 sites even with a 90 day solicitation period. Recommend this clause be deleted from the contract.

**A. Section C, Paragraph C.2.3 includes generic site analysis data. The Government presently does not have any additional site data. FAR 52.236-3 will remain as is in solicitation. The Offeror should make its best efforts in preparing its proposal.**

c. Clause 52.219-14. Limitations on Subcontracting. Delete as this is not applicable since it is not a small business set aside.

**A. Section I, FAR 52.219-14 “Limitations on Subcontracting” is deleted from the solicitation.**

Q10. Technical Requirements

a. Is the MeteorCom Interface Internet Protocol (IP)? If not, what is it?

**A. Yes.**

b. Is the Motorola interface 4-Wire E&M? If not, what is it?

**A. No, the Motorola radio microphone has an 8-pin jack.**

c. What is the purpose of the public internet connection in Baghdad?

**A. It is not a public internet connection. The Internet connection is for the railroad dispatching staff at Baghdad Central Station only.**

d. Do any of the “other sites” pass Internet traffic through the network?

**A. No.**

e. Is the purpose of the PBX for administrative traffic only?

**A. Yes.**

f. Is all traffic on the network two directional? MeteorCom as well?

**A. Yes, all of the traffic is bi-directional, including MeteorComm.**

Q11. Security/Logistics/Transportation

a. Since equipment will be placed at specific locations along the railroad, will security for that equipment be the responsibility of the government, the railroad or the contractor?

**A. Security is responsibility of the contractor (see question 7 in this amendment). Equipment may be centrally stored in a depot or stored at each site prior to installation at each site along the railroad; this is the contractor’s choice.**

b. Will transport and security of equipment to the site be handled by the military, a security contractor provided by the government, or the contractor?

**A. Transport and security of equipment is the responsibility of the contractor. Please refer to Section C, Paragraph C.5.0 of the solicitation.**

Q12. Will the funding for the resulting contract be U.S. congressionally appropriated funding or will it be Iraqi funding?

**A. It is anticipated the funding for the base and options, if exercised, will be U.S. funding (likely appropriated funds).**

Q13. What is the contract term or period of performance for the project?

**A. The period of performance of the base items (CLINs 0001 through 0005, including all subCLINs) is eighteen months. The Option periods of performance are based upon the option(s) and option exercise(s) and are defined within each option (see Schedule B, CLINs 0006 through 0010). The Option period(s) of performance may run concurrently, consecutively or overlap with the base items period of performance. However, the total duration of this contract, including the exercise of any Options under this solicitation, shall not exceed 66 months.**

Q14. Vendor pricing is required in U.S. dollars; however, if the billing is in-country and is billed in local foreign currency, how does DOT handle variations in the currency exchange rates?

**A. The Government requires proposals in U.S. dollars. Currency exchange rates will not be taken into account during the evaluation process. The successful Offeror must submit its invoices in U.S. dollars.**

Q15. Will DOT accept charges for move/adds/changes for new circuits and/or new locations?

**A. The offerors proposal should contain all costS the Offeror seeks as well as provide sufficient detail of costs.**

Q16. What will be the place of contracting or place of performance? Is it possible to designate the U.S. as the place of contracting/performance?

**A. The place of performance for the construction portion of the contract is Iraq. The place of performance for the non-construction portion of the work may be the US, Iraq, or any other place the contractor chooses. No, the Government is not designating the US as the place of performance.**

Q17. Does DOT have traffic demographics by service type for the network design? Please elaborate by clarifying these values by indicating the number of users over a period of time (e.g., per day, per month, number of simultaneous users, etc.).

**A. The Volpe Center Contracting Activity does not have any traffic demographics.**

Q18. Assuming this network requires a 7x24 network monitoring center; will DOT accept a single managed network? Which languages does the network operations center need to support – Arabic and English only?

**A. Yes, the Volpe Center will accept a single managed network. There is no Network Operations Center. The Network Management System must support both Arabic and English languages.**

Q19. What are the billing system requirements?

**A. There are no billing system requirements.**

a) Does DOT have a list of billing fields they would like reported?

**A. N/A**

b) Which languages does the billing system need to support – Arabic and English only?

**A. N/A**

Q20. How many simultaneous voice calls and data sessions does DOT expect within the network?

**A. It is variable depending on the number of lines at each site and the number of trains operating at any given time (see requirements in Section C, Paragraph C.2.8). For the data sessions, The**

**Volpe Center expects a peak load of up to 30 trains operating at any given time, transmitting once every five minutes.**

Q21. Please define the coding and protocol schemes for each service offering.

**A. The Meteorcomm data radio uses gaussian minimum shift keying modulation scheme with a non return-to-zero binary coding scheme. The Meteorcomm radio uses a patented communications protocol called MBNET. This protocol combines carrier sense multiple access and time division multiple access. MBNET provides TCP/IP connectivity. The Motorola radio uses analog frequency modulation.**

**The 802.11 access point uses a quadrature amplitude modulation bit scheme with interleaved convolutional coding. The Motorola radio is analog and does not have coding and protocol schemes.**

Q22. What signaling is required?

**A. The required signaling is up to four DS1 signaling circuits under time division multiplexing. This is described in further detail in Section C, Paragraph C.2.1.**

Q23. How should the offeror provide hardware maintenance, locally or from afar, to satisfy the SLA?

**A. There is no Service Level Agreement (SLA) requirement in this solicitation.**

Q24. How is licensing going to be performed to provide voice and data services?

**A. The contractor shall prepare and submit the Application for Fixed Service License to the Iraqi National Communications and Media Commission (NCMC) in Baghdad, Iraq (Please refer to Section C, Paragraph C.3.3 of the solicitation).**

Q25. What are DOT's specific maintenance requirements – onsite spares?

**A. There are no specific maintenance requirements beyond the warranty.**

Q26. The RFP did not list any requirements for hardware maintenance except the list of spares in attachment J2. Can the offeror assume that the DOT will be performing its own maintenance?

**A. No (See question 25 above).**

Q27. The RFP requested to have the VHF radios listed in table 1.1 to be integrated into the microwave solution. Can you please provide the type of interface (i.e. BNC, V.35, etc.) those radios will be connected to the microwave equipment with?

**A. The Meteorcomm radio uses an RS232 interface for the unmodulated signal and a BNC connector interface for the modulated signal. The Motorola radio uses a male-to-male N-type connector interface for the modulated signal, but there is no access to the unmodulated signal.**

Q28. What life support will be provided to workers in Iraq? Will workers on this project be granted Coalition medical treatment, if required? Will contract workers be authorized for Coalition mess/housing/PX/etc.?

**A. None. No. No. Contractor must privately make arrangements for all of the above.**

Q29. Reference Page 5: CLIN NO 0001: Conduct a preliminary network engineering study to develop path calculations for all thirty-three (33) sites in Iraq. This includes submission of a path engineering report, radio frequency (RF) propagation and interference analysis report, system integration plan, complete design packages for each tower and shelter, and engineering requirements analysis, in accordance with the SOW in Section C.

In order to perform a beneficial network engineering study, the offeror will need to perform a site survey on each location to access the surrounding environment. Does DOT a) have any site data on the surrounding environment that can be presented to the offeror, or b) should the offeror denote their assumptions in an attempt to fulfill the requirements site-unseen?

**A. The Government presently does not have any additional site data. The Offeror should make its best efforts in preparing its proposal.**

Q30. Reference page 11 C.2.1 Microwave Network System Requirements: The throughput of the network shall be 50 megabits per second (Mbps) with the ability to utilize up to four DS1 circuits under time division multiplexing (TDM). The base stations shall be configured as 1+1 hot-standby. The base stations shall be capable of upgrade to 150 Mbps capacity without affecting the operation of the in-service system. All base station equipment, excluding antennas, shall be for indoor operation and installed in the equipment shelters. The contractor shall provide a voice based dial-up orderwire system, which interconnects the DMRCN. Each base station shall be able to dial-up any other base station location. The contractor shall be responsible for delivering a complete DMRCN system that meets and performs the integration requirements of the IRR communications systems listed in Table 1.1, in accordance with the system integration plan.

a) In reading the RFP it states, "...throughput of the network shall be 50 Mbps...base stations shall be capable of upgrade to 150 Mbps capacity..." In this configuration, assuming maximum load, DOT will not have sufficient network to handle the load for which the base stations are designed. In turn, please elaborate/confirm this is the requirement and provide any estimated timeframes as to when the network will reach its maximum state.

**A. The requirement is 50 Mbps and shall be capable of upgrade to 150 Mbps capacity.**

b) In reading the RFP it states, "...provide a voice-based dial-up order wire system..." Should the offeror assume that this offering is a closed network and there are no plans to provide voice communication to entities beyond each station on this network?

**A. Yes.**

c) Is there a requirement for redundancy in the microwave path(s)?

**A. No, there is not a requirement for redundancy in the microwave path(s). However, there is a requirement for redundancy in the microwave equipment.**

d) Given the environment of this system/network, is the requirement for the voice based dial-up orderwire system in-band or is the requirement for an out-of-band dial-up orderwire system?

**A. The contractor may use a voice dial-up orderwire system, an out-of-band dial-up orderwire system or any system the contractor chooses as long as the DMRCN technical requirements are satisfied. The Government has no preference.**

e) *Table 1.1 IRR Existing Communications Systems* references the remote site IEEE 802.11 wireless Ethernet networks. Is there an existing authentication system in place for accessing wireless networks?

**A. Yes.**

Q31. Page 14 First Paragraph; C.2.4 Communications Equipment Shelter Requirements: Each shelter shall be highly resistant to dust infiltration and shall be thermally insulated and equipped with a HVAC system to satisfy the temperature requirements specified above. In addition, each shelter shall be equipped with a separately controlled exhaust fan that provides a minimum of 350 cubic feet per minute (CFM) of air. Each shelter shall contain a main power electrical distribution system with a provision for electric service entrance. The electrical distribution system shall provide power to all communications equipment inside the shelter and microwave towers. The distribution panel shall supply 220/380 Volt, 3-phase power, at 50 Hz, 100-ampere capacity minimum. Individual overload-protected branch circuits shall supply electricity to the following:

- Radio and auxiliary equipment
- The tower navigation light
- Each duplex outlet (quantity of eight minimum, small appliance, ground-fault circuit interrupted)
- The HVAC system
- Inside and outside shelter lighting
- Transformer to provide 110 Volts Alternating Current (VAC)

a) In reading the RFP it states, “Each shelter shall contain a main power electrical distribution system with a provision for electric service entrance.” Is DOT requesting a separate door to serve as a secondary access point for authorized individuals to gain access and perform designated work within the confines of a caged area? Please expand.

**A. No, this requirement is for the electrical service entrance conductors and equipment. The conductors and equipment are for delivering energy from the electricity supply system to the wiring system of the communications shelters.**

Q32. Reference Page 14; C.2.5 Site Power System Requirements: The contractor shall provide a fully integrated alternating current/direct current (AC/DC) power system for each communications equipment shelter that can draw AC power from the existing railway station sources. Stations are equipped variously with national grid power and/or existing generators. For each shelter, the contractor shall provide a backup battery UPS system to provide continuous uninterrupted power for eight (8) hours to the communications equipment, HVAC equipment, antenna lighting systems, and equipment shelter lights. The batteries will be low/no maintenance type. For each shelter, the contractor shall provide, as an option, a stationary backup diesel generator, dedicated to the DMRCN, to provide continuous uninterrupted power for ten (10) days to the communications equipment, HVAC equipment, shelter lights, and antenna tower lights. The contractor shall integrate the generator with the ATS.

a) In reading the RFP it states, “...provide continuous uninterrupted power for ten days...” The offeror assumes that DOT realizes this requires an extremely large gas bladder to hold this amount of fuel; probably buried so as to avoid gas dissipation. In turn, does the offeror need to take appropriate



steps to procure diesel gasoline runs to each location/compound to fill the tanks or will DOT assume this responsibility? Please elaborate.

**A. It is the responsibility of Offeror to “provide continuous uninterrupted power for ten days.” The fuel storage tanks, whether below grade or aboveground, shall be equipped with proper fueling components to provide for safe operations while refueling. For calculation purposes please assume a 10 kw generator with a burn rate of 1.1 gallons/hour. There is no requirement for a supply of diesel fuel.**

Q33. Referenced Page 15; C.2.7 CBTC LAN Network: The contractor shall provide and install a LAN system for the CBTC dispatching system at Baghdad Central Station. The LAN shall provide a virtual private network to link the four CBTC TMDS dispatching consoles and shall be expandable to link seven TMDS consoles. The LAN shall include firewalls and antivirus protection, and provide a 1.544 Mbps T1 interface to the Internet.

a) Is a T1, as is used in the U.S., required or would an E1, which is commonly used in Iraq, acceptable?

**A. Yes, a T1 is required. E1 is not acceptable.**

b) What are the billing terms for this Internet interface?

**A. There are no billing terms for this interface.**

c) Are any services requested on this line?

**A. No.**

Q34. Reference Page 15; C.2.8 PBX System Requirements: If the option is exercised, the contractor shall provide, install, and integrate a PBX system with the DMRCN equipment at up to thirty-three (33) DMRCN sites listed in Appendix A. The PBX system shall interconnect each of the sites with each other and Baghdad Central Station.

The PBX system station requirements are as follows:

- Baghdad - 200 lines
- Hilla - 20 lines
- Diwaniya - 20 lines
- Samawa - 50 lines
- Nasariya - 20 lines
- Basra - 60 lines
- Umm Qasr - 10 lines
- Bayji - 50 lines
- Mosul - 50 lines
- Rabiya - 10 lines

The PBX equipment at these stations shall interconnect with up to the thirty-three (33) stations listed in Appendix A and connect to the national network.

The PBX equipment at the remaining twenty-three (23) stations shall have one (1) line and be interconnected with up to the thirty-three (33) stations listed in Appendix A.

The PBX telephone terminals shall have voice-mail, conferencing, call-forwarding, and loudspeaker capability. The contractor is not responsible for wiring within stations from the terminal board to telephone terminals.

a) The RFP states that they want PBXs for up to 33 locations, but they only list 10. The 10 they list have station requirements only, but no phones or whether they are analog or digital. What are the PBX requirements for each of the 33 sites?

**A. The requirements (including the maximum number of lines for the 10 enumerated stations, and one line at each of the remaining 23 stations) are stated in your question above. The PBX telephone terminals may be either analog or digital. However, the offeror is required to provide an interface between its PBX equipment and the Iraqi telephone network, which is analog. Please note that the PBX System is an optional item that may be exercised more than once and may be exercised for individual or multiple sites. Paragraph C.2.8 is amended making this clearer. The number of lines indicated is a maximum number though there could be fewer lines. (Please see Part II of this Amendment.)**

b) How will the interconnection with the national network be affected? Will an extension from the local exchange carrier (LEC) demarcation to the PBX room be required? If an extension is required, what are the distances expected? Will grooming of the extension(s) be required?

**A. The Government cannot speculate how any connection with the national network will be affected. No extension is required.**

Q35. Reference Page 17; C.3.3 License Application: The contractor shall prepare and submit the Application for Fixed Service License to the Iraqi National Communications and Media Commission (NCMC) in Baghdad, Iraq.

a) In reading the RFP it states, "...contractor shall prepare and submit the application..." Should the offeror file this paperwork with the local in-country government officials or should filing be executed on behalf of the U.S. since this is being funded via DOT?

**A. The contractor is responsible for filing the paperwork with the local in-country government officials. This contract is being funded by the Government, not necessarily DOT.**

b) In whose name (DOT, IRR, or contractor) is the license to be submitted?

**A. The name of the end-user.**

Q36. Reference Page 18; Item 4: The contractor shall prepare and submit for Government approval, five (5) complete engineering packages, bearing a Professional Engineer's stamp, for each tower built.

These packages shall include complete shop drawings, list of components and subsystems, and structural analysis.

The shop drawings shall include, but not be limited to, the following: catalog data from the tower manufacturer including tower lights and controls, ladder, safety equipment, and the complete structural analysis of the tower and foundation. The structural analysis shall include, but not be limited to, base loading, wind loading, deflection, rotation, antenna loading, and any other parameters critical to the installation of the tower and its performance.

(a) In reading the RFP it states, "...bearing a Professional Engineer's stamp..." Please confirm if the offeror needs to have a U.S. or Iraq engineering certification stamp.

**A. The Government has no preference regarding the country or origin of the Professional Engineer's Stamp as long as the design standards and building codes are satisfied.**

Q37. Reference Page 21; C.4.3 Integration and Logistics: The contractor shall integrate and test the DMRCN equipment to demonstrate full system functionality as well as integration and interoperation with the MeteorComm and Motorola equipment. The towers and antenna systems will be delivered directly to the Government designated delivery points, in Iraq, as required. Thereafter, the towers and antenna systems will be integrated at each IRR site.

The contractor shall complete the testing per the Factory Level Test Plan approved by the CO. Upon successful completion of the tests and acceptance for shipment, the integrated DMRCN and the shelters will be prepared for shipment to Iraq.

The contractor is responsible for shipping, including but not limited to, cost of the shipment, export licenses and other permits required to deliver the equipment to final installation locations in Iraq.

a) Are the designated delivery points the same as the IRR sites, or are the towers and antenna systems to be shipped to a central point for reshipment? [RFP](F.4 B (p.32) also touches on this question.)

**A. The contractor is responsible for shipping and may choose to store the equipment centrally in a depot or at each site prior to installation at each site along the railroad; this is the contractor's choice. Please refer to Section C, Paragraph C.5.0 of the solicitation.**

Q38. Reference Page 21; C.5.0 Equipment Delivery to Iraq: Upon successful completion of the factory level integration testing, the contractor shall prepare all equipment and material, including, but not limited to DMRCN equipment, communications equipment shelters, and antenna towers, for shipment to Iraq. The contractor shall be responsible for the shipment (i.e., arrangements, cost, insurance, permits, tariffs) and delivery of all equipment to the 21 DMRCN sites and the additional 12 DMRCN sites, if options are exercised, for a total of up to 33 DMRCN sites listed in Appendix A. The contractor may establish a consolidation or central receiving site in Iraq, or anywhere else, but is responsible for the final delivery of all equipment to the DMRCN sites listed in Appendix A.

a) In reading the RFP it states, "...contractor shall be responsible for the shipment and delivery of all equipment to the 21 DMRCN sites..." Please elaborate if the offeror can have all materials delivered to the Baghdad Central Station, and then DOT can arrange to have a flat-bed train trailer haul the

offeror's equipment to its final destination. The offeror is merely attempting to provide the optimum solution while reducing cost and believes this could be a joint effort.

**A. The contractor, not the Volpe Center, is responsible for shipment and delivery to the 21 DMRCN sites and the additional 12 DMRCN sites, if options are exercised, for a total of up to 33 DMRCN sites. Such shipment and delivery is solely the responsibility of the contractor.**

b) Since the Offeror is responsible for all tariffs, is there a waiver on tariffs and taxes as this work is part of the reconstruction?

**A. Contractor should refer to the "Contractor User Guide" issued by the US Department of State/Project & Contract Office (PCO) for information and/or instructions on shipping goods and equipment to Iraq. It appears there may be exemptions or waivers for which the contractor may apply; details are in the "Contractor User Guide." This guide is available at: [http://www.rebuilding-iraq.net/portal/page?\\_pageid=95,77412&\\_dad=portal&\\_schema=PORTAL](http://www.rebuilding-iraq.net/portal/page?_pageid=95,77412&_dad=portal&_schema=PORTAL)**

Q39. Reference Page 22; C.6.1 Site Preparation: The contractor shall provide a final site plan, for each site, for approval by the CO. The plan shall include, but not be limited to, location and installation of the antenna towers, antenna tower foundations including piers, communications equipment shelters and concrete pads, as well as generators, fuel tanks, and associated concrete pads.

The contractor shall grade and strip the site of any vegetation. Any soft areas (such as tree stump holes, etc.) shall be filled and compacted. The contractor shall grade the site so that it has positive drainage run off with no low or drainage collection points.

At each site, the contractor shall build a concrete pad for placement of the communications equipment shelter, the backup diesel generator and the fuel tank. The pads shall be capable of supporting the weight of the equipment that will be mounted on it. The communications equipment shelter pad shall be installed such that a waveguide bridge directly aligns with the waveguide ports of the shelter.

At each site, the contractor shall prepare conduit lined trenches for the power system and telecom system interconnection between the rail station, communications equipment shelter and the optional backup diesel generator.

The contractor shall install a site grounding system prior to pouring of the foundations and pads.

a) In reading the RFP it states, "...shall grade and strip the site of any vegetation...positive drainage run off with no low or drainage collection..." The offeror would like to request an example blueprint showing the proper grading level that each site would need to be graded to in order to be compliant. As outlined earlier, this will require a site survey at each location to perform a valid assessment.

**A. The contractor is required to conduct site civil engineering preparation (see Section C, Paragraph C.1.2). It is the contractor's responsibility to determine the proper grading level that each site would need to be graded to meet contract requirements. The offeror should provide a best estimate of what will be necessary to satisfy the requirements of Section C, Paragraph C.6.1. The Government may supply actual site conditions and soil surveys for each site after contract award (see Section C, paragraph C.2.4).**

Q40. Reference Page 25; C.7.0 Training: The contractor shall provide training for twelve (12) students from the IRR. The training will be held in a location identified and provided by the contractor that has the necessary demonstration prototype systems and facilities. The contractor shall be responsible for all costs associated with the training. The training costs shall not exceed the Federal Travel Regulations rates.

The contractor shall provide DMRCN, NMS, and LAN operation and maintenance training. The training shall include, but not be limited to, instruction on operation, maintenance procedures, troubleshooting procedures, and configuration procedures.

The training material presented will be available both electronically and in printed hardcopy in sufficient quantities, both in English and Arabic. The contractor shall prepare and submit one original and four (4) copies to the CO of the training materials presented to the IRR.

a) In reading the RFP it states, "...demonstration prototype systems and facilities." Please confirm if DOT is asking for a simplified version of the network complement to be installed at a remote location for training purposes (i.e. lab environment).

**A. No, the Government is seeking training on prototype systems and facilities. How the contractor wishes to provide training in prototype systems and facilities is its choice.**

Q41. Reference Page 26; C.9.3 Backup Diesel Generators (Option): The contractor shall provide, install, and integrate with the communications and electrical equipment, a stationary backup diesel-fueled generator at up to thirty-three (33) equipment shelter sites. If option is exercised, the work shall be performed in accordance with Section C, SOW. The generator shall provide uninterrupted power for ten (10) days to the communications equipment, HVAC equipment, shelter lights, and antenna tower lights at 100% load (see SOW Section 2.5).

a) Who will be responsible for the maintenance, refueling, and operation of the generators?

**A. The contractor is not responsible for the maintenance, refueling and operations of the generators. However, the contractor is required to provide a warranty for the generators.**

Q42. Reference Page 27; Appendix A

a) As it relates to security protection, can DOT explain each location's safety conditions so the offeror can decide the level of personal security required while site surveys and installations are transpiring?

**A. DOT is not part of this proposed procurement. The Volpe Center does not presently have such security information by location.**

Q43. Reference Page 37; H.6 INSURANCE (APR 2006): The contractor shall secure, pay the premiums for and keep in force until the expiration of this contract, and any renewal thereof, adequate insurance as provided below, such insurance to specifically include liability assumed by the contractor under this contract.

1. Workman's compensation insurance as required by law of the State.

2. Comprehensive bodily injury liability insurance with limits of not less than \$500,000 for each accident.
3. Property damage liability with a limit of not less than \$100,000 for each accident.
4. Automotive bodily injury liability insurance with limits of not less than \$200,000 for each person and \$500,000 for each accident, and property damage liability insurance, with a limit of not less than \$40,000 for each accident.

Each policy of insurance shall contain an endorsement that any cancellation or material change in the coverage adversely affecting the Government's interest shall not be effective unless the insurer or the contractor gives written notice of cancellation or change to the CO at least thirty (30) calendar days prior to the aforementioned actions. When the coverage is provided by self-insurance, the contractor shall not change or decrease the coverage without the CO's prior approval.

A certificate of each policy of insurance shall be furnished to the CO within ten (10) days after notice of award certifying, among other things, that the policy contains the aforesaid endorsement. The insurance companies providing the above insurance shall be satisfactory to the Government.

- a) Is "workman's compensation insurance as governed by State law" referring to U.S. nationals, who are in the United States and in Iraq? Does this Section apply equally to foreign nationals and local (Iraqi) nationals as well? (Is "the State" referring to Iraq?)

**A. Please refer to the answer to question #3 above.**

Q44. Reference Page 38; H.8 SECURITY (APR 2006): Contractors are responsible for obtaining their own security within Iraq. The costs incurred for security are outside the bounds of this contract. In order to obtain security and transportation services, the contractor should make arrangements with the Department of State and PCO-Iraq located at the U.S. Embassy, Baghdad, Iraq.

Security and transportation services are available from a list of sources published in the Contractor User

Guide issued by the United States Department of State/Project & Contract Office (PCO). This guide is available at the following website:

[http://ashw3ptpd03.rebuildingiraq.net/portal/page?\\_pageid=95,77308&\\_dad=portal&\\_schema=PORTAL](http://ashw3ptpd03.rebuildingiraq.net/portal/page?_pageid=95,77308&_dad=portal&_schema=PORTAL).

Contractors should contact potential firms directly to request references and learn more about the services they offer. The listing of these firms does not constitute an endorsement by the PCO or the Volpe Center, but is for informational purposes only. The Government assumes no responsibility for the capability or the integrity of the firms listed in the guide.

- a) In reading the RFP it states, "...costs incurred for security are outside the bounds of this contract." Given the demanding hostile environment, the offeror will need the DOT to jointly work with the Department of State to stress the importance of providing security force protection as it relates to protecting the offeror's intellectual property.

**A. Please refer to the answer to question #4 above.**

- b) In the first paragraph, the Offeror is to make arrangements with the Department of State and PCO, but in the following paragraphs, the Offeror is to make arrangements directly with the transportation firms. Would you clarify the State Department and PCO role in providing security and transportation in country?

**A. Please refer to the answer to question #4 above.**

Q45. Reference Page 43; I.4 FAR 52.225-9 BUY AMERICAN ACT-CONSTRUCTION MATERIALS (JAN 2005)

- a) Given this FAR clause and weighed against the success of our previous in-theater experience, will the DOT deduct scoring points from an offeror's solution if the offeror utilizes proven communications equipment from an the [sic] Offeror international country but is predominately sold in the U.S.?

**A. FAR 52.225-9 is deleted from the RFP; all construction is being performed outside of the U.S.**

Q46. Is there a limitation in direct participation of capable Iraqi companies or is it mandatory to participate along with a US firm?

**A. There is no limitation.**

Q47. Can you please explain how the "BUY AMERICAN ACT" will affect this specific project?

**A. The BUY AMERICAN ACT may be applicable if any of the work is in, or if any of the supplies are bought within the U.S.**

Q48. Can the proposal be emailed to you?

**A. No.**

Q49. C.2.1 Microwave Network System Requirements

- (a) It is mentioned that: "The base stations shall be capable of upgrade to 150 Mbps capacity without affecting the operation of the in-service system." Does this mean that this upgrade should not involve any module replacement?

**A. No. The upgrade may require replacement of modules.**

- (b) It is also mentioned that: "The contractor shall be responsible for delivering a complete DMRCN system that meets and performs the integration requirements of the IRR communications systems listed in Table 1.1." –

- (1) Can you please elaborate on what is meant by integration of the current VHF radio networks with the new DMRCN?

**A. Seamless bi-directional communications with the VHF networks in Table 1.1 of Section 2.1. Please refer to question #21 for further information.**

- (2) Where are these network(s) currently located?  
**A. These networks will be located in Iraq.**
- (3) What is the current radio network(s) used for?  
**A. The network is used for voice and data communications. Please refer to Section C.1.2, Table 1.1, of the solicitation.**
- (4) Can you please provide a local point of contact to coordinate a site survey / get more information about the current infrastructure?  
**A. The Volpe Center cannot provide a local point of contact. The only contact person for this solicitation is Elizabeth A. Segal, Administrative Contracting Officer (617) 494-2401.**
- (5) What are the “The remote site IEEE 802.11 wireless Ethernet networks” (mentioned in table 1.1) currently used for?  
**A. The IEEE 802.11 equipment is used for uploading track database and software revisions to a communications-based train control equipped locomotive, and to download event recorder information.**
- (6) What is the number and extent of the 802.11 wireless networks?  
**A. There are a total of six 802.11 access points. The locations for the wireless access points are as follows:**
- **Baghdad**
  - **Bayji – main passenger station**
  - **Mosul – main passenger station**
  - **Basra – main passenger station**
  - **Al Qaim – maintenance shops administration building**
  - **Samawa - maintenance shops administration building**

**The extent of each wireless network is the single 802.11 access point at each of the above locations.**

- (c) What are the exact networking requirements of the current CBTC system? Please provide a POC for acquiring more information about IRR’s CBTC system. Is this system currently established?

**A. The train management and dispatching system uses Ethernet for networking. The only contact person for this solicitation is Elizabeth A. Segal, Administrative Contracting Officer (617) 494-2401. The CBTC system is currently in the installation and testing phase.**

#### Q50. C.2.2 Antenna System Requirements

- a) Can you please explain what is meant by “The antenna tower system shall be capable of upgrade to accommodate integration with additional radio networks.”?  
**A. This requirement is deleted (See Part II of this Amendment).**



Q51. C.2.4 Communications Equipment Shelter Requirements

- a) It is mentioned that “Each shelter shall be placed on a concrete foundation and, at a minimum, shall include the following items:” and one of the items mentioned is the “Optional stationary backup diesel generator, if exercised”. Can you please confirm that the generator shall be installed outside the shelter, on the concrete foundation?

**A. Yes, the generator shall be installed outside the shelter.**

- b) What is the “Transformer to provide 110 Volts Alternating Current (VAC)” used for?

**A. The transformer will be used as an alternate power supply for North American 110 VAC equipment.**

Q52. C.2.5 Site Power System Requirements

- a) It is mentioned that the UPS system should also provide power for the HVAC system for 8 hours. This considerably increases the size and costs of the UPS. Will it be acceptable to provide the power for the exhaust fan instead of the HVAC at the times that no means of 220V power is available?

**A. Yes, as long as the shelter environmental requirements stated in Section C, Paragraph C.2.4 are also satisfied.**

Q53. C.2.6 Network Management System

- a) It is mandatory that the NMS should provide alerts for all the 15 specified alarms? Several very good MW solutions do provide features for connecting the system to external sensors for the same purpose, but many of them provide a less number of external sensors. Therefore supporting all the mentioned alarm features might require an external sensor control system, which again will increase the costs. Is this something that we can provide as an excludable option?

**A. No. Please refer to Section C, Paragraph C.2.6 of the solicitation.**

- b) Can you please explain the requirement of “Intrusion Entry”?

**A. The intent is to prevent unauthorized entry.**

Q54. C.2.7 CBTC LAN Network

- a) How many nodes (users) are required for the LAN?

**A. 48**

- b) Can we have a site survey of the building? Can you please provide a POC for this?

**A. There are no site surveys available. The only contact person for this solicitation is Elizabeth A. Segal, Administrative Contracting Officer (617) 494-2401. The Offeror should make its best efforts in preparing its proposal.**

c) Where are the four CBTC TMDS dispatching consoles installed?

**A. Baghdad Central Station**

d) Due to the lack of IT infrastructure, the only means of providing a “1.544 Mbps T1 interface to the Internet” for Baghdad Central station is by installing a dedicated VSAT system. Can you please confirm this?

**A. There is an existing dedicated VSAT system that will be available for use by the successful contractor.**

e) For what period of time shall we include the VSAT recurrent (bandwidth costs) for? Is 1 year adequate?

**A. The VSAT is not a requirement of this solicitation.**

#### Q55. C.2.8 PBX System Requirements

a) It is mentioned that “The PBX equipment at these stations shall ... connect to the national network.” Is this only for Baghdad or other stations as well? Are we also responsible for the cabling of the national lines or is it assumed that the national lines will be provided for the contractor at the position of the PBX?

**A. Offeror will be responsible for connecting PBX System to national network at the 10 stations listed in Section C, Paragraph C.2.8, if options are exercised. The contractor is not responsible for providing the national lines.**

b) Will the PBX also be installed in the MW shelter?

**A. No.**

Q56. Pages 5 and 6, CLIN Structure. Would the Government entertain changing the CLIN structure to include a separate CLIN for Services such as Program Management, Project Controls, Document Control, Quality Management, EH&S Management, etc. If additional CLINs cannot be added, would the Government entertain SubCLINs?

**A. The Government already entertained and no such CLIN structure for those services will be added.**

Q57. Page 16, the first paragraph states the PBX at these stations shall interconnect with up to the 33 stations listed in Appendix A. The second paragraph indicates the remaining twenty-three stations. Please clarify as to the correct number.

**A. PBX equipment will be installed at up to 33 stations, if all options are exercised. If all options are exercised, the 10 stations listed on RFP page 15 will have PBX equipment with multiple lines up to the number indicated (i.e. they could have fewer lines), and (referencing the second paragraph on RFP page 16) the remaining 23 stations will have PBX equipment with only one line. (Please see Part II of this Amendment.)**

Q58. Page 22, C.6.2 and C.6.3, we are instructed to construct facilities and to install equipment per the manufacturers’ instructions and Iraqi construction codes. If these instructions and codes conflict, which is to be the prevailing document?

**A. In case of conflict, the contractor shall employ the more stringent of the two.**

Q59. Page 25, C.7.0, Contractor will provide training for 12 students from the IRR. Contractor shall be responsible for all costs associated with the training. If we choose to conduct training outside of Iraq, who is responsible for handling the travel and associated costs with getting the 12 students to the location identified and provided by the contractor that has the necessary demonstration prototype systems and facilities. Are we required to provide food and lodging for the students in accordance with the Federal Travel Regulations or will the IRR handle this?

**A. Offerors are responsible for all costs associated with training, including travel, food and lodging in accordance with the FTR. Please refer to Section C, Paragraph C.7.0 of the solicitation.**

Q60. Page 29, FAR 52.246-16, Responsibility For Supplies (Apr 1984). This FAR clause indicates in paragraph (b)(2) that unless the contract specifically provides otherwise, risk of loss of or damage to supplies shall remain with the Contractor until, and shall pass to the government upon – Acceptance by the Government or delivery of the supplies to the government at the destination specified in the contract, whichever is later, if transportation is f.o.b. destination.

Since Paragraph E.3 indicates there are two separate inspections and acceptances, this contractor respectfully asks if the Government would consider assuming responsibility for risk of loss for equipment and/or installations that is lost, damaged, or destroyed as a result of war, terrorist or other insurgent activity. Insertion of a clause similar to the one below that has been in other contracts in which work is being performed in Iraq is requested:

WAR RISKS IRAQ AND THE MIDDLE EAST FIRM FIXED PRICE CONTRACTS:

- (a) Notwithstanding any other provisions of this contract (or task orders issued under this contract, if applicable) to the contrary and except as set forth in paragraph (d) below:
- (b) 1) The Government assumes the risk of loss, damage or destruction of:
  - (i) Completed or partially completed work performed under this contract;
  - (ii) Material, equipment, and/or installations, which are being used or were acquired for use by the Contractor in the performance of this contract and which are:
    - (A) located on the site of the work to be performed under this contract; or
    - (B) are lost or damaged in Iraq or the Middle East while being transported (including storage or warehousing reasonably incident to transport) to the site of the work or to a point for delivery to the Government; or
- (2) Additional costs of performance of services; however,
- (3) Such loss, damage, destruction or additional costs of performance of services described in paragraph (b)(1) & (2) must be the direct result of acts of war or attacks by an enemy or hostile entity against the United States or friendly nations, including, but not limited to:
  - (i) criminal activity;
  - (ii) civil commotion;
  - (iii) riot;
  - (iv) sabotage;
  - (v) insurrection;
  - (vi) rebellion;
  - (vii) terrorism; or
  - (viii) hostile or warlike action, including action in hindering, combating, or defending against an actual, impending or expected attack by any government or sovereign power (de jure or de facto), by any authority using military, naval, or air forces, or by any criminal, insurrectionist, rebel, or terrorist organization or entity.

- (c) The direct cause of the loss, damage, destruction or additional costs of performance of services described in paragraph (b)(1) & (2):
- 1) Must not be due, in whole or in part, to a negligent act (or acts) or an omission to act on the part of the Contractor;
  - (2) The Contractor must have exercised due care and taken reasonable precautions against the cause of the loss, damage, destruction or additional costs of performance of services, if the cause was then known as existing in Iraq or the Middle East; and
  - (3) The Contractor was unable to obtain insurance against all or part of the risk of loss, damage, destruction or additional costs of performance of services, or the Contracting Officer had previously agreed that the cost of obtaining such insurance was not economically feasible under the circumstances of the contract.
- (d) When such loss, damage, destruction or additional costs of performance of services described in paragraph (b)(1) & (2) allegedly occurs:
- (1) The Contractor shall promptly notify the Contracting Officer of any loss, damage, destruction or additional costs of performance of services which may be compensable under this clause. Such portion of costs of loss, damage, destruction or performance of services, directly attributable to the Contractor's failure to promptly notify the Contracting Officer, may be withheld from any equitable adjustment due the Contractor under this Clause;
  - (2) The Contractor shall promptly take all reasonable steps to protect work, material, equipment, and/or installations or performance of services from further loss, damage, destruction or additional costs;
  - (3) If directed in writing by the Contracting Officer, the Contractor shall replace and/or repair such part of the completed or partially completed work, material, equipment, and/or installations as may have been lost, damaged or destroyed, or shall provide replacement services;
  - (4) The Contractor shall furnish proof of loss, damage, destruction or additional costs of performance of services in such manner or form as may be required by the Contracting Officer. The Contracting Officer shall determine the facts surrounding the conditions listed in paragraph (b) above which demonstrate whether or not the Contractor is entitled to an adjustment for the claimed loss, damage, destruction or additional costs of performance of services; and
  - (5) Subject to the availability of funds, the Contracting Officer shall issue a suitable adjustment to the contract, if appropriate. However, no profit shall be paid for any adjustment due to loss, damage, destruction or additional costs of work, material, equipment, and/or installations or performance of services.
- (e) In the event that the Contracting Officer determines that the loss, damage, destruction or additional costs of work, material, equipment, and/or installations or performance of services was solely or partly due to the fault, negligence or an omission to act of and by the Contractor, the Contracting Officer may:
- (1) Refuse to provide any adjustment at all to the Contractor; or
  - (2) Provide only additional time for performance of the contract; or
  - (3) Still provide an adjustment to the Contractor. However, the Government's liability may be reduced by:
    - (i) amounts of the additional costs of work, material, equipment, and/or installations, or performance of services attributable to the Contractor's fault, negligence or omission to act, if quantifiable; and
    - (ii) amounts the Government has paid, including profit and overhead, for the Contractor's security, precautionary measures or other actions which, through the Contractor's fault, negligence or omission to act, wholly or partly failed to prevent the loss, damage, destruction or additional costs of performance of services.
- (f) Any adjustment due to the Contractor shall be offset by the amount of insurance payments the Contractor receives as compensation for the loss, damage, destruction or additional costs of performance of services; but the offset may be deferred to a later time to take into account the need to timely replace work, material, equipment, and/or installations or perform additional services pending settlement of insurance claims.
- (g)(1) In event hostilities or the threat of hostilities, or an act of the Government in anticipation or response to such hostilities or threat of hostilities, affect the supply or movement of materials, supplies and/or personnel to, from or through Middle East countries which causes an increase in the time required to perform or the cost of performance of this contract: subject to the availability of funds, an adjustment may be made to the contract;
- (2) For purposes of this paragraph, the term, "hostilities" includes any activities described in paragraph (b)(3) above;
  - (3) The Contractor, on request of the Contracting Officer, shall show by appropriate proof the extent of the increase in the cost of performance or the time to perform this contract.  
Overhead or profit will not be allowed in any price adjustment made pursuant to this paragraph.
- (h) (1) The Contractor warrants that the contract price includes only such charges or reserves for insurance (including self-insurance funds or reserves) or any contingency, covering any of the risks assumed by the Government under this Clause, which have been previously approved by the Contracting Officer;

- (2) The Contractor agrees that, before it purchases insurance or accumulates self-insurance funds or reserves or any contingency, covering any of the risks assumed by the Government under this clause, it shall consult with the Contracting Officer as to whether the Government agrees with the proposed act;
- (3) The Contractor agrees that if it carries any insurance that is deemed by the Contracting Officer to cover any of the risks assumed by the Government under this Clause, the Contractor will make demand against the insurer in the amount recoverable from the insurer and will reduce any claims made under paragraphs (d) and (f) above;
- (4) At the Contracting Officer's discretion, the Contractor shall assign to the Government its rights against the insurer for the risks covered by this clause. Upon the Contracting Officer's request, the Contractor shall furnish to the Government, at the Government's expense, all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment or subrogation in favor of the Government) in obtaining recovery.
- (i) Failure to agree to any adjustment contemplated under this clause shall constitute a dispute within the meaning of the Disputes Clause of the contract. However, nothing in this Clause shall excuse the Contractor from timely replacing work, material, equipment, and/or installations or performing additional services as provided above.

(End of Clause)

**A. This Clause will not be added to the solicitation.**

Q61. Page 38, H.8, This paragraph indicates that costs incurred for security are outside the bounds of this contract. Please clarify. If the contractor is responsible for obtaining their own security within Iraq, the contractor should be reimbursed for these costs of doing business. Also, given the fact that the RFP indicates meetings should be held at contractor's facility, the contractor must obtain and secure a facility in order to meet this requirement unless the Government wishes to provide the facility and security. As this paragraph is written, it doesn't appear that the Government intends to provide facilities or security. Contractor respectfully requests the second sentence in this paragraph to be deleted and the costs associated with security are part of the proposal price. In addition, if security costs are applicable, what CLIN or CLINS does the Government want life support and security to be included?

**A. Due to a change in requirements, a Cost Reimbursable line item has been added for security. See revised Schedule B. See also the answer to question #4 above.**

Q62. Page 38, H.9. Contractor requests deletion of this clause. FAR Subpart 44.204(a)(iii) indicates FAR 52.244-2 is applicable when a fixed-price contract that exceeds the simplified acquisition threshold under which unpriced contract actions (including unpriced modifications or unpriced delivery orders) is anticipated. All of the CLINs associated with this solicitation are priced, including the option CLINs. In addition, FAR Subpart 44.204(c)(1) indicates FAR 52.244-5 shall be included unless a firm-fixed price contract, awarded on the basis of adequate price competition or whose prices are set by law or regulation, is contemplated. We believe this is a competitive procurement. Therefore, deletion of Clause H.9 is respectfully requested.

**A. No, the clause will not be deleted from the solicitation.**

Q63. Page 39, FAR 52.204-2, Security Requirements (Aug 1996). Deletion of this clause is requested. Contractor is not aware of any requirement for access to Confidential, Secret, or Top Secret information and there is no requirement for a DD 254.

**A. Yes, this Clause is deleted from the solicitation.**

Q64. Page 39, FAR 52.215-10, Price Reduction for Defective Cost or Pricing Data (Oct 1997). Deletion of this clause is requested. In accordance with Page 53, FAR 52.215-20, Submission of cost or pricing data is not required. Therefore, FAR 52.215-10 is not applicable.

**A. No, this Clause is applicable and will not be deleted.**

Q65. Page 39, FAR 52.215-12, Subcontractor Cost or Pricing Data (Oct 1997). Deletion of this clause is requested. Since FAR 52.215-10 is not applicable to this solicitation, FAR 52.215-12 is also not applicable.

**A. No, this Clause is applicable and will not be deleted.**

Q66. Page 39, FAR 52.215-14, Integrity of Unit Prices (Oct 1997). Deletion of this clause is requested. FAR Subpart 15.408(f)(1)(ii) indicates this clause should not be included in construction or architect-engineer services under FAR Part 36. Since construction clauses are included in this solicitation, this Contractor believes FAR 52.215-14 is not applicable.

**A. No, this Clause is applicable and will not be deleted. Part of the work under the proposed contract is for Services where supplies are required.**

Q67. Page 40, FAR 52.219-8, Utilization of Small Business Concerns (May 2004). Deletion of this clause is requested. FAR Subpart 19.708(a)(2) excludes this clause if the contract, together with all of its subcontractors, will be performed entirely outside of the United States and its outlying areas. We anticipate this work will be performed in Iraq. Therefore, deletion of this clause is requested. Deletion of FAR 52.219-9 is also requested since we believe FAR 52.219-8 [sic] is not applicable, and therefore, FAR 52.219-9 is also not applicable.

**A. No, FAR 52.219-8 and FAR 52.219-9 will not be deleted as some of the work may be performed in the U.S. If the successful contractor chooses to perform all of the work, including subcontracts outside of the U.S., then the clause would be inapplicable. FAR 52.219-9 ALT II is added to the solicitation. (Please see Part II of this Amendment.)**

Q68. Page 40, FAR 52.219-14, Limitations On Subcontracting (Dec 1996). Deletion of this clause is requested. FAR Subpart 19.508(e) exempts the requirement of this clause if there is no requirement for any portion to be set aside for small business.

**A. Yes, this Clause is deleted from the solicitation.**

Q69. Page 40, FAR 52.219-16, Liquidated Damages – Subcontracting Plan (Jan 1999). Deletion of this clause is requested. We believe this clause is not applicable since FAR 52.219-9 is not applicable.

**A. No, this Clause will not be deleted. See answer to question #67 above.**

Q70. Page 40, FAR 52.219-25, Small Disadvantaged Business Participation Program – Disadvantaged Status and Reporting (Oct 1999). Deletion of this clause is requested. We believe this clause is not applicable since FAR 52.219-9 is not applicable.

**A. No, this Clause will not be deleted. See answer to question #67 above.**

Q71. Page 40, FAR 52.219-26. There appears to be a typographical error on the title of this FAR. FAR 52.219-26 is entitled Small Disadvantaged Business Participation Program – Incentive Subcontracting (Oct 2000). Deletion of this clause is requested. We believe this clause is not applicable since FAR 52.219-9 is not applicable.

**A. No, this Clause will not be deleted. However, the titles to FAR 52.219-25 and FAR 52.219-26 incorporated in RFP Section I, will be corrected. (Please see Part II of this Amendment.)**

Q72. Page 40, FAR 52.223-13, Certification of Toxic Chemical Release Reporting (Aug 2003). Please clarify. Since this effort is being performed in Iraq, would facility be assumed to be in Iraq? Paragraph (a) indicates this certification must be submitted as a prerequisite for contract award. If the Government believes this clause to be applicable, please advise if you want the certification included in the proposal submission.

**A. FAR 52.223-13 was inadvertently included by reference in Section I. This Provision is in Section K of the solicitation and must be included with the submission of certifications and representations (Section K).**

Q73. Page 40, FAR 52.225-1, Buy American Act – Supplies (Jun 2003). Deletion of this clause is requested. In accordance with FAR Subpart 25.100, the Buy American Act and Executive Order 10582 applies to supplies acquired for use in the United States ..... The supplies procured under this contract are for use in Iraq. Therefore, deletion of this clause is requested.

**A. Yes, this clause is deleted from the solicitation.**

Q74. Page 40, FAR 52.225-8, Duty-Free Entry (Feb 2000). Deletion of this clause is requested. The work being performed is in Iraq.

**A. No, this clause will not be deleted as some of the work may be performed in the U.S. and use supplies imported into the U.S. For any Offeror who does not perform any of the work in the U.S., then the clause is inapplicable.**

Q75. Page 40, FAR 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006). Deletion of this clause is requested. The work being performed is in Iraq.

**A. No, this clause will not be deleted. Please also see the answer to question #16 above.**

Q76. Page 40, FAR 52.228-11, Pledges of Assets (Feb 1992). Contractor respectfully requests the Contracting Officer waive the requirements under this FAR in accordance with FAR Subpart 28.102-1(a)(1) since the construction effort under this solicitation will be in Iraq.

**A. Yes, this clause is deleted from the solicitation.**

Q77. Page 41, FAR 52.242-1, Notice of Intent to Disallow Costs (Apr 1984). Deletion of this clause is requested. This is not a cost-reimbursement contract, a fixed-price incentive contract, or a contract providing for price redetermination.

**A. No, this clause will not be deleted. The requirements have changed to add cost-reimbursement line items.**

Q78. Page 43 through 54, Buy American clauses. Contractor respectfully requests deletion of all clauses associated with Buy American Act such as I.4, I.5, I.6, and FAR 52.225-12. In accordance with FAR Subpart 25.100, the Buy American Act and Executive Order 10582 applies to supplies acquired for use in the United States. The supplies procured under this contract are for use in Iraq. Therefore, deletion of these clauses are requested.

**A. These four FAR clauses and/or provisions are deleted from the solicitation. Additionally, see above questions regarding BUY AMERICAN ACT clauses.**

Q79. Page 58, Paragraph L.3.D(6). The last item listed for inclusion on the Title Page is “f. Index.” Please clarify what is meant by “Index” and what it should contain. Standard practice is to include a Table of Contents, which is generally at least one page long, immediately following the Title Page.

**A. The terms “Index” and “Table of Contents” are interchangeable in this requirement. (Please see Part II of this Amendment.)**

Q80. Page 59, Paragraph L.4.D, Since this RFP is being submitted based upon adequate price competition, contractor respectfully requests deletion of submitting sufficient pricing information detailing how it developed the proposed final price figures. Comparing prices of the other competitors should give the Government enough information to determine if the prices provided are fair and reasonable. Since cost or pricing data is not required, this contractor does not understand what detail of pricing is required. Please clarify.

**A. Given this is a Request for Proposal and the Government may open negotiations detailed pricing information is needed in order to determine how the Offeror calculated its proposed price. Adequate price competition cannot be determined until proposals are actually received, and the Government intends to award without discussions (though reserved the right to open discussions). It is particularly important that each Offeror be fully responsive in providing its best offer initially, since there may be no opportunity to revise proposals at a later date.”**

Q81. Page 59, Paragraph L.4.E, Deletion of this clause is requested. We believe this clause is not applicable since FAR 52.219-9 is not applicable.

**A. FAR 52.219-9 is applicable (see the answer to question #67 above.) The Clause will not be deleted from the solicitation.**

Q82. SF 33, Block 9. The complexity of the engineering required presents a major challenge in the time frame allowed. Contractor requests a three-week extension to the proposal submission deadline, with a new submission date of June 21, 2006.

**A. See Amendment No. A0001 issued May 10, 2006 extending due date to June 15, 2006.**

Q83. Page 15, Paragraph C.2.8. Should handsets be included? If so, what type, and how many?

**A. Yes, handset and telephone terminals are synonymous. See revised Section C, Paragraph C.2.8 in Part II of this Amendment for required number and type.**

Q84. In order to accomplish the proper design of the DMRCN and the integration of the existing systems with the DMRCN it is essential to understand the system functionality including the number of circuits that are required at each location and their [sic] intended usage. Please provide the intended purpose of the system with the interfaces so that a channel plan can be developed. This information is critical to the preparation of a meaningful offer. [Offeror] needs adequate time to review and analyze the data after receipt. Therefore, we are requesting a one-month extension of Bid Due date to June 30, 2006.

**A. The intended purpose of this system is to provide a digital microwave radio communications network for the Iraqi Republic Railways. The interfaces between the microwave equipment and the other systems at the 33 DMRCN sites are as follows:**



- **VHF voice: 136 – 162 MHz or 146 – 174 MHz**
- **VHF data: 50 – 60 MHz**
- **At 5 of the 33 sites, there will be an interface to an IEEE 802.11 wireless access point either in the 2.4 GHz or 5.15 – 5.35 GHz band.**

**Section C, Paragraph C.1.2 is revised to reflect changes. (See Part II of this Amendment) See Amendment No. A0001 issued May 10, 2006 extending due date to June 15, 2006.**

Q85. Upon evaluation of the requirements it appears that other manufacturer's products are available for a network design that would meet the services required which may be more economical in both the equipment and installation effort. Will USDOT consider an alternate proposal using other manufacturer's products?

**A. The Volpe Center, not USDOT, is the contracting activity for this solicitation. This solicitation is for a DMRCN which does not require any brand name products for the microwave equipment. However, the DMRCN provided by the successful offeror must successfully integrate with the existing IRR CBTC system and other IRR existing communication systems in Iraq. These systems are identified in the solicitation. Please also see answer to #87 below.**

Q86. Given the terrain and security situation we believe that a satellite solution would provide a lower cost approach and allow for greater assurance of securing the sites. Will USDOT consider an alternate proposal for such a satellite solution?

**A. No. A satellite solution will not satisfy the IRR bandwidth requirements.**

Q87. Page 9, Section C.1.1 General

a) Please provide Equipment Types, Interfaces etc. for CBTC system in Baghdad as well as the existing communication systems.

**A. The CBTC system for the IRR in Baghdad is currently in the installation and testing phases under another contractor. The equipment types and interfaces for the existing systems are as follows: the Meteorcomm radio, model # MCC-54B, uses an RS232 interface for the unmodulated signal and a BNC connector interface for the modulated signal. The Motorola radio, model # GR300, uses a male-to-male N-type connector interface for the modulated signal, but there is no access to the unmodulated signal.**

**The 802.11 wireless access points have the following interfaces:**

- **Ethernet**
- **Coaxial connector**

**The interfaces at Baghdad Central Station are as follows:**

- **Avtec Dispatching System: Multiplexer**
- **Train Management and Dispatch System: Ethernet 100Base T**

b) Is there a company contact for each of these systems that can supply information?

**A. The Volpe Center does not have a point of contact for these systems. The only contact person for this solicitation is Elizabeth A. Segal, Administrative Contracting Officer (617) 494-2401.**

Q88. Page 11, Section C.2.1 Microwave Network Systems Requirements

a) Are the four DS1 circuits meant to mean an end-to-end throughput.

**A. Yes**

b) Since we do not have information on what the interface will be at each station, is the drop of one DS0 channel per station adequate.?

**A. No, The interface requirements between the microwave equipment and the other systems at the 33 DMRCN sites are as follows:**

- **VHF voice: 136 – 162 MHz or 146 – 174 MHz**
- **VHF data: 50 – 60 MHz**
- **At 5 of the 33 sites, there will be an interface to an IEEE 802.11 wireless access point either in the 2.4 GHz or 5.15 – 5.35 GHz band.**

**Section C, Paragraph C.2.1. is revised to reflect changes. (See Part II of this Amendment)**

c) Is the placement of the RF equipment in the shelter a firm requirement?

**A. Yes.**

d) The location of the RF equipment inside the equipment shelter has many ramifications which greatly increases the system price. The much higher cost of waveguide, for both material and shipping/handling, compared to standard coaxial cable, increased installation costs, needed dehydration equipment and RF line loss are just a few. Will USDOT consider moving the RF equipment location?

**A. No. Section C, C.2.1 requires the base stations to be configured as 1+1 hot-standby.**

Q89. Page 11, Section C.2.2 Antenna System Requirement

Is there more information or guidelines as to how many additional antennas and or systems will be utilized on the tower?

**A. This requirement is amended. (See Part II of this Amendment)**

Q90. Page 14, Section C.2.4 Communications Equipment Shelter Requirements

a) Is Commercial Power or UPS required for the 110 V AC transformer feed?

**A. Commercial power is required to supply the 110 Volt AC transformer feed.**

b) What is the size of the 110 V AC transformer?

**A. The size must be able to provide a minimum of two outlets which accept three pronged US plugs and 2 pronged Euro/Asian plugs.**

c) What is the output load of the 110 V AC transformer?

**A. The output load of the 110 volt transformer shall have the capacity to deliver 1,000 watts continuously.**

Q91. Pg. 15, Section C.2.7 CBTC LAN Network

a) Are all four consoles located in Baghdad?

**A. Yes**

b) Will the three additional be in Baghdad as well?

**A. Yes**

c) Where will we interconnect to the national network?

**A. The LAN will interconnect to the national network at Baghdad Central Station.**

Q92. Page 16, Section C.3.1 Frequency Selection and Microwave Network Engineering

Will there be forthcoming data on other frequencies in the area or are we to limit our interference study to the known sources—(C.3.2. Bullets 2,3,and 4) and self interference for the 7/8 band?

**A. The Volpe Center has no additional data at this time.**

Q93. Page 17, Section C.3.5 Deliverables

In item 2, second bullet (RF Interference Analysis), what is meant by Intermodulation Interference?

**A. Intermodulation interference (IMI) is the result of the mixing of two or more radio frequencies in a transmitter or receiver to produce additional frequencies. These frequencies may interfere with the operation of electronic equipment.**

Q94. Page 19, Section C.4.0 Procurement and Integration

Can you identify and provide contact names and numbers for all the necessary contractors at this time so that we can coordinate the design of the interfaces? (See 1 a,b,c above.)

**A. The only contact person for this solicitation is Elizabeth A. Segal, Administrative Contracting Officer (617) 494-2401. However, the CBTC system contractor is identified in Section C.6.0.**

Q95. Page 22, Section C.6.1 Site Preparation

Can you give us an idea as to the distance from the Equipment Shelter to the rail station communication equip.?

**A. No, this will be determined while performing the work described in Section C.1.2.**

Q96. Page 22, Section C.6.2 Tower Installation and Tower Foundation Construction

Is there a source for the Iraqi local business codes?

**A. The Volpe Center is unaware of a source. If the codes are unavailable, the following codes shall be used, as applicable:**

- Uniform Building Code
- Building Officials & Code Administrators (BOCA) National Building Code
- Standard Building Code
- American Society of Civil Engineers (ASCE) 7-88

Q97. With regard to the Solicitation DTRT57-06-R-20021 I would appreciate if you could confirm that this is a funded project. The reason for me asking is because of the heavy cost involved for the equipment etc.

**A. This is a funded project (with options that will be funded if exercised).**

Q98. Page 11, Paragraph C.2.1, Reference first paragraph. What applications are on the network that requires 50 mbps (upgradeable to 150 mbps) bandwidth and what are the interfaces required to support these applications?

**A. The applications are the systems listed in Table 1.1 and the PBX system, if option exercised. The interfaces for the network are as follows: Meteorcomm radio uses an RS232 interface for the unmodulated signal and a BNC connector interface for the modulated signal. The Motorola radio uses a male-to-male N-type connector interface for the modulated signal, but there is no access to the unmodulated signal. See also answer to #87 above.**

Q99. Page 56, Paragraph L.3.C. The solicitation calls for one original and two copies of the Price Proposal and one original and five copies of the Technical Proposal along with a CD-ROM. Would the Government accept an electronic submission in lieu of the hard copies and CD-ROM?

**A. No. The Government will not accept an electronic and/or telefacsimile version submission of the proposal in lieu of the hard copies and CD-ROM**

Q100. Paragraph C.2.1. requires throughput of 50Mbps, with the ability to utilize up to four DS1 circuits under TDM. The base station shall be capable of upgrade to 150 Mbps. Can the Government share what kinds of applications are intended for this bandwidth and what types of interfaces would be required to support these applications?

**A. Please refer to the answer to question # 87 above.**

Q101. Section L, Instructions, Conditions, and Notices to Offerors or Quoters does not offer the option of submitting proposals via electronic means (email). With a compressed time schedule this will allow at least another day or two of time devoted to preparing the proposal. Recommend Offerors be allowed to submit proposals via email.

**A. No. Offerors may not submit proposals via email. See also answer to #99 above.**

Q102. Although [Offeror] has experience in Iraq and feel that we can provide a competitive proposal for this requirement, it would be extremely difficult to submit a proposal within the current time constraints. We ask that you make an early determination regarding allowing more time for the submission of proposals.

**A. See Amendment No. A0001 issued May 10, 2006 extending due date to June 15, 2006.**

Q103. Page 40, FAR 52.232-18, Availability of Funds, indicates that funds are not presently available for this contract. Please advise when you expect funding to be available for this effort.

**A. Funds are currently available to award the base items of this contract. See additional funding questions above.**

**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

**B.1 SERVICES AND PRICES**

The contractor shall furnish all personnel, facilities, support, and management necessary to provide the services required under this contract. Contractor shall provide a turnkey Digital Microwave Radio Communications Network (DMRCN) for the Iraqi Republic Railway (IRR) in accordance with the Statement of Work (SOW) in Section C. There are firm-fixed price and cost-reimbursement line items in this solicitation/contract.

**The following CLINs are Firm-Fixed Price line items.**

CLIN NO.	<u>UNIT PRICE</u>	<u>UNIT QUANTITY</u>	<u>TOTAL PRICE</u>
0001	<u>1</u>	<u>JOB</u>	_____
Conduct a preliminary network engineering study to develop path calculations for all thirty-three (33) sites in Iraq. This includes submission of a path engineering report, radio frequency (RF) propagation and interference analysis report, system integration plan, complete design packages for each tower and shelter, and engineering requirements analysis, in accordance with the SOW in Section C.			
0002	<u>1</u>	<u>JOB</u>	_____
Procure, install, factory integrate and test equipment required for twenty-one (21) turnkey Digital Microwave Radio Communications Network (DMRCN) prior to Shipment to Iraq, in accordance with the SOW in Section C. See Appendix A for locations marked as Base.			
0003	<u>1</u>	<u>JOB</u>	_____
Shipment and delivery of all necessary equipment to Iraq for twenty-one (21) DMRCN sites identified in CLIN 0002, in accordance with the SOW in Section C.			
0004	<u>Not Separately Priced (NSP)</u>		
The contractor shall install, field integrate and test for twenty-one (21) DMRCN in Iraq with the Communication Based Train Control (CBTC) system to provide a seamless transition with the existing IRR communications systems.			
0004A	<u>1</u>	<u>JOB</u>	_____
The contractor shall provide tower foundations and tower installation in accordance with the SOW in Section C.			

CLIN NO.	UNIT PRICE	UNIT QUANTITY	TOTAL PRICE
0004B The contractor shall install, integrate and test the DMRCN, Local Area Network (LAN) and Network Management System (NMS) with the CBTC system in accordance with the SOW in Section C. The contractor shall integrate the Very High Frequency (VHF) voice and data radio communication systems with the DMRCN in accordance with the SOW in Section C.	<u>1</u>	<u>JOB</u>	_____
0005 The contractor shall provide DMRCN, NMS and LAN operation and maintenance training in accordance with the SOW in Section C. The travel costs are not to exceed the Federal Travel Regulation rates.	<u>1</u>	<u>JOB</u>	_____
<p><b>OPTIONS:</b> Any of the below options may be exercised individually, or in any combination thereof, at any time during the performance period of the contract. Pricing for CLINs 0007, 0008, 0009, and 0010 shall be based upon <b>ONE</b> item. Optional CLINs 0007, 0008, 0009 and 0010 may be exercised more than once.</p>			
0006 OPTION - The contractor shall complete the work required in CLINs 0002, 0003, and 0004 for CLIN 0006A through 0006L in accordance with the SOW in Section C. (See sites 22 through 33 in Attachment 2) The period of performance for each subCLIN is 6 months from time of Option exercise.			<u>NSP</u>
0006A OPTION - The contractor shall complete the work required in CLINs 0002, 0003, and 0004 at site #22: Samarra.	<u>1</u>	<u>JOB</u>	_____
0006B OPTION - The contractor shall complete the work required In CLINs 0002, 0003, and 0004 at site #23: Tikrit.	<u>1</u>	<u>JOB</u>	_____
0006C OPTION - The contractor shall complete the work required in CLINs 0002, 0003, and 0004 at site #24: Bayji.	<u>1</u>	<u>JOB</u>	_____
0006D OPTION - The contractor shall complete the work required in CLINs 0002, 0003, and 0004 at site #25: Ein-Al-Debbiss.	<u>1</u>	<u>JOB</u>	_____
0006E OPTION - The contractor shall complete the work required in CLINs 0002, 0003, and 0004 at site #26: Talul-Al-Baqq.	<u>1</u>	<u>JOB</u>	_____

CLIN NO.		<u>UNIT PRICE</u>	<u>UNIT QUANTITY</u>	<u>TOTAL PRICE</u>
0006F	OPTION - The contractor shall complete the work required in CLINs 0002, 0003, and 0004 at site #27: Qayyara.	<u>1</u>	<u>JOB</u>	_____
0006G	OPTION - The contractor shall complete the work required in CLINs 0002, 0003, and 0004 at site #28: Shura.	<u>1</u>	<u>JOB</u>	_____
0006H	OPTION - The contractor shall complete the work required in CLINs 0002, 0003, and 0004 at site #29: Hammam Al Alil.	<u>1</u>	<u>JOB</u>	_____
0006I	OPTION - The contractor shall complete the work required in CLINs 0002, 0003, and 0004 at site #30: Mosul.	<u>1</u>	<u>JOB</u>	_____
0006J	OPTION - The contractor shall complete the work required in CLINs 0002, 0003, and 0004 at site #31: Wailiya.	<u>1</u>	<u>JOB</u>	_____
0006K	OPTION - The contractor shall complete the work required in CLINs 0002, 0003, and 0004 at site #32: Tall Al Owaynat.	<u>1</u>	<u>JOB</u>	_____
0006L	OPTION - The contractor shall complete the work required in CLINs 0002, 0003, and 0004 at site #33: Rabiya.	<u>1</u>	<u>JOB</u>	_____
0007	OPTION - Construction of security wall around the microwave tower and shelter at up to 33 DMRCN sites in accordance with the SOW in Section C. See Appendix A for list of sites. The period of performance of this CLIN is 1 month from time of Option exercise.	<u>1</u>	<u>EA</u>	_____
0008	OPTION - The contractor shall provide, install, and integrate with the communications and electrical equipment, a backup diesel generator at up to thirty-three (33) equipment shelter sites in accordance with the SOW in Section C. See Appendix A for list of sites. The period of performance of this CLIN is 2 months from time of Option exercise.	<u>1</u>	<u>EA</u>	_____

CLIN NO.	<u>UNIT PRICE</u>	<u>UNIT QUANTITY</u>	<u>TOTAL PRICE</u>
0009	OPTION - The contractor shall provide the following spare parts in accordance with the list in Attachment J.2 "System Spares and Test Equipment". Every line item must be priced. Failure to do so may result in your proposal being ineligible for further consideration. The period of performance of this CLIN is 2 months from time of Option exercise.		
		<u>Not to Exceed \$600,000</u>	
0010	<u>1</u>	<u>EA</u>	_____
	OPTION – The contractor shall provide, install, and integrate a Private Branch Exchange (PBX) system with the DMRCN equipment at each of the up to 33 sites in accordance with SOW in Section C. See Appendix A for list of sites. The period of performance of this CLIN is 2 months from time of Option exercise.		

**The following CLINs are Cost Reimbursement line items.**

0011	Insurance	<u>1</u>	<u>JOB</u>	_____
0012	Security	<u>Not to Exceed \$1,000,000</u>		



**Table 1.1 IRR existing communication systems within Section C, Paragraph C.1.2 Scope, is deleted in its entirety and replaced with the following:**

**C.1.2 Scope**

Table 1.1 IRR existing communications systems

<b>Communications System</b>	<b>Frequency</b>
The Motorola very high frequency (VHF) voice radio network	136-162 MHz 146-174 MHz
The MeteorComm VHF data network	50 – 60 MHz
The remote site IEEE 802.11 wireless Ethernet networks	2.4 GHz or 5.15 – 5.35 GHz
The Avtec integrated voice and communications consoles at the central office in Baghdad	N/A
The train management and dispatch system/communications-based train control (TMDS/CBTC) system at Baghdad Central Station	N/A

**Section C, Paragraph C.2.2 Antenna System Requirements, is deleted in its entirety and replaced with the following:**

**C.2.2 Antenna System Requirements**

The contractor shall specify and provide the microwave antennas, radomes, and waveguide systems. The antennas shall provide the performance and availability defined in the final path analysis.

**Section C, Paragraph C.2.8 PBX System Requirements, is deleted in its entirety and replaced with the following:**

**C.2.8 PBX System Requirements**

If the option is exercised, the contractor shall provide, install, and integrate a PBX system with the DMRCN equipment at up to thirty-three (33) DMRCN sites listed in Appendix A. The PBX system shall interconnect each of the sites with each other and Baghdad Central Station.

The PBX system station requirements are as follows:

- Baghdad – up to 200 lines
- Hilla – up to 20 lines
- Diwaniya – up to 20 lines
- Samawa – up to 50 lines
- Nasariya – up to 20 lines
- Basra – up to 60 lines
- Umm Qasr – up to 10 lines
- Bayji – up to 50 lines
- Mosul – up to 50 lines
- Rabiya – up to 10 lines

The PBX equipment at these stations shall interconnect with up to the thirty-three (33) stations listed in Appendix A and connect to the national network.

The PBX equipment at the remaining twenty-three (23) stations shall have one (1) line and be interconnected with up to the thirty-three (33) stations listed in Appendix A.

The PBX telephone terminals may be either analog or digital. However, the offeror is required to provide an

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interface between its PBX equipment and the Iraqi telephone network, which is analog. The PBX telephone terminals shall have voice-mail, conferencing, call-forwarding, and loudspeaker capability. The contractor is not responsible for wiring within stations from the terminal board to telephone terminals.

**Section H, Special Contract Requirements, Paragraph H.8 Security is deleted in its entirety and replaced with the following:**

**H.8 SECURITY (MAY 2006)**

Contractors are responsible for obtaining their own security within Iraq. The costs incurred for security are a separate cost-reimbursable line item on this contract.

Security and transportation services are available from a list of sources published in the Contractor User Guide issued by the United States Department of State/Project & Contract Office (PCO). This guide is available at the following website:

[http://ashw3ptpd03.rebuildingiraq.net/portal/page?\\_pageid=95,77308&\\_dad=portal&\\_schema=PORTAL](http://ashw3ptpd03.rebuildingiraq.net/portal/page?_pageid=95,77308&_dad=portal&_schema=PORTAL).

Contractors should contact potential firms directly to request references and learn more about the services they offer. The listing of these firms does not constitute an endorsement by the PCO or the Volpe Center, but is for informational purposes only. The Government assumes no responsibility for the capability or the integrity of the firms listed in the guide.

**The following FAR Clauses are hereby deleted from the solicitation/contract: (The section which they are found is referenced).**

52.204-2	SECURITY REQUIREMENTS	AUG 1996	Section I
52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC 1996	Section I
52.225-1	BUY AMERICAN ACT - SUPPLIES	JUN 2003	Section I
52.225-9	BUY AMERICAN ACT-CONSTRUCTION MATERIALS	JAN 2005	Section I
52.225-10	NOTICE OF BUY AMERICAN ACT REQUIREMENT - CONSTRUCTION MATERIALS	MAY 2002	Section I
52.225-11	BUY AMERICAN ACT - CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS	JAN 2006	Section I
52.225-12	NOTICE OF BUY AMERICA ACT REQUIREMENT - CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS	JAN 2005	Section K
52.228-11	PLEDGES OF ASSETS	FEB 1992	Section I

**The following FAR clauses are hereby added to the solicitation/contract: (The section which they will be incorporated is referenced)**

52.246-5	INSPECTION OF SERVICES – COST REIMBURSEMENT	APR 1984	Section E
52.228-3	WORKERS’ COMPENSATION INSURANCE (DEFENSE BASE ACT)	APR 1984	Section I
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA—MODIFICATIONS	OCT 1997	Section I
52.215-13	SUBCONTRACTOR COST OR PRICING DATA—MODIFICATIONS	OCT 1997	Section I
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II	OCT 2001	Section I
52.232-20	LIMITATION OF COST	APR 1984	Section I
52.232-22	LIMITATION OF FUNDS	APR 1984	Section I
52.233-3	PROTEST AFTER AWARD ALTERNATE I	AUG 1996 JUN 1985	Section I Section I
52.237-9	WAIVER OF LIMITATION ON SEVERENCE PAYMENTS TO FOREIGN NATIONALS	AUG 2003	Section I
52.243-2	CHANGES – COST-REIMBURSEMENT ALTERNATE I	AUG 1987 APR 1984	Section I Section I
52.244-2	SUBCONTRACTS ALTERNATE I	AUG 1998 JAN 2006	Section I Section I
52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY 2004	Section I

**The title of FAR Clauses 52.219-25 and 52.219-26 incorporated by reference in Section I of the solicitation are hereby corrected to read as follows:**

52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM – DISADVANTAGED STATUS AND REPORTING	OCT 1999	Section I
52.219-26	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM – INCENTIVE SUBCONTRACTING	OCT 2000	Section I

**Section L, Paragraph L.3.D.6. Title Page The requirement for “f. Index” is hereby clarified to read f. Index (Table of Contents).**