14 April 2017

From: Elaine Florence, Contract Specialist, FLC Jacksonville
To: Mr. Steve Palmer, FOIA Representative

Subj: MUNILLA CONSTRUCTION MANAGEMENT, LLC FREEDOM OF INFORMATION ACT (FOIA) REQUESTS

1. MCM has requested copies of invoices and payments. No payments have been made under Seaward's Contract N68836-17-C-0001. See attached inquiry.

Vr,

Elaine Florence

Report Request: SELECT NET_AMOUNT, DOC_NUM, BFY, EFY, VOUCHER, PAA, COST_CODE, SPIIN, CLIN2, SLIN, DAY_PAID, YYYYMM FILTER BY: DOC_NUM LIKE N6883617C0001 FROM 199010
0 Records retrieved.

Florence, Elaine J CIV NAVSUP FLC Jacksonville, 220

From: Germann, Bethany J CIV NAVSUP FLC Jacksonville, 210
Sent: Friday, April 14, 2017 13:44
To: Florence, Elaine J CIV NAVSUP FLC Jacksonville, 220
Subject: FW: NAVSUP Tasker 2017-0393 - RFI 23022C1 Contract Point of Contact for Port Operations Services at Naval Station Guantanamo Bay, Cuba CONGRESSIONAL ACTION TASKER -Assigned For Draft to NAVSUP
Attachments: MCM_TE_9_KO_Letter_3-19-2017_(1).pdf; RFI_Template_Rev_2011.doc
Signed By: bethany.germann@navy.mil

-----Original Message-----
From: Anderson, Michael L CIV NAVSUP GLS
Sent: Wednesday, April 12, 2017 12:51 PM
To: Wallace, Alexander D III CDR NAVSUP FLC Jacksonville, 200; Germann, Bethany J CIV NAVSUP FLC Jacksonville, 210
Cc: Mahler, Christian M CDR NAVSUP, GLS, Code 00; Schmermund, Robert J LT NAVSUP, GLS, Code 00A; Jordan, Patrick W CIV NAVSUP GLS, Code 30; Bynum, Rè R CAPT NAVSUP FLC JACKSONVILLE, 00; Mooney, Kevin CIV NAVSUP FLC Jacksonville, 01; McCall, Valerie M CDR NAVSUP FLC Jacksonville, 400; Sucheck, Richard L CIV NAVSUP FLC Jacksonville, 300; Dyer, Michael E CIV NAVSUP FLC Jacksonville, 300A
Subject: FW: NAVSUP Tasker 2017-0393 - RFI 23022C1 Contract Point of Contact for Port Operations Services at Naval Station Guantanamo Bay, Cuba CONGRESSIONAL ACTION TASKER -Assigned For Draft to NAVSUP

CDR Wallace, Bethany,

NAVSUP Taskers 2017-0392 and 2017-0393 are related, but require information papers addressing separate questions. Please see the below NAVSUP Tasker inquiry. Request your staff review and prepare an information paper and RFI template response to the below tasker. Please note our due date to NAVSUP is 18 Apr. Let me know if you have any questions.

v/r,
Mike Anderson
(619) 532-2044-----Original Message-----
From: Sponseller, Penny L CIV NAVSUP, 9, 1, 103-26
Sent: Tuesday, April 11, 2017 4:34 AM
To: Anderson, Michael L CIV NAVSUP GLS
Cc: Denny, Mike CIV NAVSUP; Crowther, Norma CIV
Subject: NAVSUP Tasker 2017-0393 - RFI 23022C1 Contract Point of Contact for Port Operations Services at Naval Station Guantanamo Bay, Cuba CONGRESSIONAL ACTION TASKER -Assigned For Draft to NAVSUP

NAVSUP Tasker 2017-0393

Action/Lead: NAVSUP GLS (FLC JAX)

Due Date to the NAVSUP Front Office: 4/13/17

Deliverable: Information Paper which addresses the below question with response. Attached RFI template is provided. A point paper is required to accompany the information paper to the NAVSUP Front Office.

Subject: RFI 23022C1 Contract Point of Contact for Port Operations Services at Naval Station Guantanamo Bay, Cuba CONGRESSIONAL ACTION TASKER -Assigned For Draft to NAVSUP

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Your organization is required to provide a response to the subject Congressional request for information.

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YOUR RESPONSE IS DUE ON: 4/17/2017 1700 EST

DONPIC SERIAL NUMBER: 23022C1

OLA/FMBE SERIAL NUMBER: FMBE

SUBJECT: Contract Point of Contact for Port Operations Services at Naval Station Guantanamo Bay, Cuba

QUESTION: Background: The MLA (Jonathan Arias) for Sen. Rubio's office needs a point of contact regarding Port Operations Services at Naval Station Guantanamo Bay, Cuba. to discuss how a contract has recently been handled.

Question: Who is the point of contact for Port Operations Services at Naval Station Guantanamo Bay, Cuba regarding how a contract has recently been handled?

COMMENT HISTORY:

TASKER LINK: https://cims.nmci.navy.mil/CIMS.NSF/D/23022C1NAVSUP?opendocument&login

This was an automated announcement from CIMS. If you wish to respond to this message please reply to suzanne.gonzales1@navy.mil

Florence, Elaine J CIV NAVSUP FLC Jacksonville, 220

From: Germann, Bethany J CIV NAVSUP FLC Jacksonville, 210
Sent: Friday, April 14, 2017 13:45
To: Florence, Elaine J CIV NAVSUP FLC Jacksonville, 220
Subject: FW: NAVSUP Tasker 2017-0392 - RFI 23023C1 Port operations services at Naval Station Guantanamo Bay, Cuba CONGRESSIONAL ACTION TASKER -Assigned For Draft to NAVSUP
Attachments: RFI_Template_Rev_2011.doc
Signed By: bethany.germann@navy.mil

-----Original Message-----
From: Anderson, Michael L CIV NAVSUP GLS
Sent: Wednesday, April 12, 2017 12:50 PM
To: Wallace, Alexander D III CDR NAVSUP FLC Jacksonville, 200; Germann, Bethany J CIV NAVSUP FLC Jacksonville, 210
Cc: Mahler, Christian M CDR NAVSUP, GLS, Code 00; Schmermund, Robert J LT NAVSUP, GLS, Code 00A; Jordan, Patrick W CIV NAVSUP GLS, Code 30; Bynum, Rè R CAPT NAVSUP FLC JACKSONVILLE, 00; Mooney, Kevin CIV NAVSUP FLC Jacksonville, 01; McCall, Valerie M CDR NAVSUP FLC Jacksonville, 400; Sucheck, Richard L CIV NAVSUP FLC Jacksonville, 300; Dyer, Michael E CIV NAVSUP FLC Jacksonville, 300A
Subject: FW: NAVSUP Tasker 2017-0392 - RFI 23023C1 Port operations services at Naval Station Guantanamo Bay, Cuba CONGRESSIONAL ACTION TASKER -Assigned For Draft to NAVSUP

CDR Wallace, Bethany,

NAVSUP Taskers 2017-0392 and 2017-0393 are related, but require information papers addressing separate questions. Please see the below NAVSUP Tasker inquiry. Request your staff review and prepare an information paper and RFI template response to the below tasker. Please note our due date to NAVSUP is 13 Apr. Let me know if you have any questions.
v/r,
Mike Anderson
(619) 532-2044
-----Original Message-----
From: Sponseller, Penny L CIV NAVSUP, 9, 1, 103-26
Sent: Tuesday, April 11, 2017 4:35 AM
To: Anderson, Michael L CIV NAVSUP GLS
Cc: Denny, Mike CIV NAVSUP; Crowther, Norma CIV
Subject: NAVSUP Tasker 2017-0392 - RFI 23023C1 Port operations services at Naval Station Guantanamo Bay, Cuba CONGRESSIONAL ACTION TASKER -Assigned For Draft to NAVSUP

NAVSUP Tasker 2017-0392

Action/Lead: NAVSUP GLS (FLC JAX)

Due Date to the NAVSUP Front Office: 4/18/17

Deliverable: Information Paper which addresses the two below questions with response. Attached RFI template is provided. A point paper is required to accompany the information paper to the NAVSUP Front Office.

-----Original Message-----
From: Congressional Information Management System [mailto:cims.administrator@cims.nmci.navy.mil]
Sent: Monday, April 10, 2017 3:32 PM

To: Gray, Cheryl A CIV NAVSUPHQ; Dortch, Debra CIV NAVSUP CORP COMMS; Derk, Janice E CIV NAVSUPHQ; Denny, Mike CIV NAVSUP; Sponseller, Penny L CIV NAVSUP, 9, 1, 103-26; CIMS_Mail@cims.nmci.navy.mil; cims.administrator@CIMS.NMCI.NAVY.MIL; CIMS HELPDESK
Subject: RFI 23023C1 Port operations services at Naval Station Guantanamo Bay, Cuba CONGRESSIONAL ACTION TASKER -Assigned For Draft to NAVSUP

==========
Your organization is required to provide a response to the subject Congressional request for information.

==========
YOUR RESPONSE IS DUE ON: 4/21/2017 1700 EST

DONPIC SERIAL NUMBER: 23023C1

OLA/FMBE SERIAL NUMBER:

SUBJECT: Port operations services at Naval Station Guantanamo Bay, Cuba

QUESTION: Background: Rep Mario Diaz-Balart's office contacted FMBE about a specific port operations contract at GTMO, a summary from their staff is below.

"We've been contacted by a constituent company, MCM Corporation, which
currently has the NAVSUP contract for port operations at the GTMO Naval Base.
Seaward Services has subsequently been award the contract when it was re-competed. We were told by MCM that on the day of the turnover of port operations, Seaward showed up completely unprepared and the port was immediately shut down. At the request of the Navy, MCM restarted port operations and was given a one month extension to their current contract to continue operations. At the end of February, NAVSUP again extended MCM's contract for another 90 days because Seaward was still not ready to assume operations of the port nor has hired the appropriate personnel. MCM believes this is simply giving Seaward additional time to comply with the contract requirements. Can we get some clarification as to why Seaward keeps getting extensions to comply with the contract? I understand that the Navy can determinate the contract for default upon a "catastrophic performance failure." MCM feels that some of those solicitation requirements were relaxed to benefit Seaward.

Lastly, MCM believes Seaward is recruiting MCM's employees in violation of the
contract requirements and pressuring them to leave the company. I've
attached a letter from MCM to NAVSUP outlining their concerns. Can we get an update on the steps the Navy is taking to ensure isn't violating the contract if these allegations are true?

Q1. Can Navy provide some clarification as to why Seaward keeps getting extensions to comply with the contract?

Q2. Can Navy provide an update on the steps the Navy is taking to ensure isn't violating the contract if these allegations are true?

COMMENT HISTORY: Contracting agency is NAVSUP - FLC Jacksonville. Contracting officer - Darryl Nelson (darryl.nelson@navy.mil); Contract specialist - Elaine Florence (elaine.florence@navy.mil)----By:CDR Kelly, Ian 4/10/2017 3:23:11 PM

TASKER LINK: https://cims.nmci.navy.mil/CIMS.NSF/D/23023C1NAVSUP?opendocument&login

This was an automated announcement from CIMS. If you wish to respond to this message please reply to suzanne.gonzales1@navy.mil

Florence, Elaine J CIV NAVSUP FLC Jacksonville, 220

From: Kelly, Ian M CDR OASN(FM&C), FMB
Sent: Wednesday, April 12, 2017 16:13
To: Nelson, Darryl Q CIV NAVSUP FLC Jacksonville, 220; Florence, Elaine J CIV NAVSUP FLC Jacksonville, 220
Subject: Port Ops discussion today
Signed By: ian.m.kelly@navy.mil

Darryl, Elaine,

Thank you so much for your support at today's meeting with Jonathan Arias from Sen. Rubio's office. I am a former contracting officer at NAVFAC and certainly can sympathize with how these contracts can go sideways.

When you are ready, I can deliver the timeline and contract documents to Jonathan.

Have a great Navy day!

V/R,
CDR Ian Kelly, PE, CEM
Congressional Liaison/Budget Analyst
Pentagon, Room 4C355
Office#:703-692-1986

Florence, Elaine J CIV NAVSUP FLC Jacksonville, 220

From: Kelly, Ian M CDR OASN(FM&C), FMB
Sent: Monday, April 10, 2017 15:40
To: Christoffersen, Chris CIV Commander Navy Region SE; Roberts, Kathleen CIV CNIC HQ, N00; Nelson, Darryl Q CIV NAVSUP FLC Jacksonville, 220
Cc: Risley, Jim CIV CNIC HQ; Novotny, Robert E CIV CNRSE, N3; Tullos, Rex F CIV CNIC HQ, N31; Florence, Elaine J CIV NAVSUP FLC Jacksonville, 220; Undersander, Roy C CAPT NDW HQ, N02; CDR (Sel) Timothy Yeich, GTMO, Port Ops Officer; Lyon, Jeremy N LCDR OASN(FM&C), FMBE; Cuadros, Jorge R CDR OLA, LA-60
Subject: RE: Port Operations Services at Naval Station Guantanamo Bay, Cuba
Signed By: ian.m.kelly@navy.mil

All,

One of the staffers from Sen Rubio's office is asking for a phone con to help understand the situation better. This is preferred over submitting questions and answering them via an info paper.

Note: The below email is from Rep Diaz-Balart's office, not Sen Rubio - there are two members asking about this contract.

The letter from the contractor appears to ask very specific contracting questions, which I felt can be best answered by NAVSUP, with CNIC supporting as the shore integrator.

Can anyone provide a NAVSUP POC with contact info so that I can set up a phone con with them? Any chance that this could happen by Wed of this week? If not, it might have to be next week after Easter holiday.

Please let me know.

V/R,
CDR Ian Kelly, PE, CEM
Congressional Liaison/Budget Analyst
Pentagon, Room 4C355
Office#:703-692-1986

-----Original Message-----
From: Kelly, Ian M CDR OASN(FM&C), FMB
Sent: Monday, April 03, 2017 12:35 PM
To: Christoffersen, Chris CIV Commander Navy Region SE; Roberts, Kathleen CIV CNIC HQ, N00; Nelson, Darryl Q CIV NAVSUP FLC Jacksonville, 220
Cc: Risley, Jim CIV CNIC HQ; Novotny, Robert E CIV CNRSE, N3; Tullos, Rex F CIV CNIC HQ, N31; Florence, Elaine J CIV NAVSUP FLC Jacksonville, 220; Undersander, Roy C CAPT CNIC HQ, N3C; CDR (Sel) Timothy Yeich, GTMO, Port Ops Officer; Lyon, Jeremy N LCDR OASN(FM&C), FMBE; Cuadros, Jorge R CDR OLA, LA-60
Subject: RE: Port Operations Services at Naval Station Guantanamo Bay, Cuba

Team,

We received another inquiry from Rep Mario Diaz-Balart's office, here are their concerns below:

We've been contacted by a constituent company, MCM Corporation, which currently has the NAVSUP contract for port operations at the GTMO Naval Base. Seaward Services has subsequently been award the contract when it was re-competed. We were told by MCM that on the day of the turnover of port operations, Seaward showed up completely

unprepared and the port was immediately shut down. At the request of the Navy, MCM restarted port operations and was given a one month extension to their current contract to continue operations. At the end of February, NAVSUP again extended MCM's contract for another 90 days because Seaward was still not ready to assume operations of the port nor has hired the appropriate personnel. MCM believes this is simply giving Seaward additional time to comply with the contract requirements. Can we get some clarification as to why Seaward keeps getting extensions to comply with the contract? I understand that the Navy can determinate the contract for default upon a "catastrophic performance failure." MCM feels that some of those solicitation requirements were relaxed to benefit Seaward.

Lastly, MCM believes Seaward is recruiting MCM's employees in violation of the contract requirements and pressuring them to leave the company. I've attached a letter from MCM to NAVSUP outlining their concerns. Can we get an update on the steps the Navy is taking to ensure isn't violating the contract if these allegations are true?

There are a total of two Congressional inquiries on this contract now, to include Sen Rubio's office. They've asked for a phone con to understand the situation better, and did not send a list of questions.

Enclosed in the letter is the NAVSUP KO's contact info. I am happy to work with their office direct and set up a phonecon or can work with the chain of command to move this inquiry forward.

Please let me know how to best proceed to help the staffers understand what is going on to address their constituents.

Thank you.

V/R,
CDR Ian Kelly, PE, CEM
Congressional Liaison/Budget Analyst
Pentagon, Room 4C355
Office#:703-692-1986

-----Original Message-----
From: Christoffersen, Chris CIV Commander Navy Region SE
Sent: Tuesday, March 28, 2017 8:36 AM
To: Roberts, Kathleen CIV CNIC HQ, N00; Nelson, Darryl Q CIV NAVSUP FLC Jacksonville, 220
Cc: Risley, Jim CIV CNIC HQ; Novotny, Robert E CIV CNRSE, N3; Tullos, Rex F CIV CNIC HQ, N31; Florence, Elaine J CIV NAVSUP FLC Jacksonville, 220; Undersander, Roy C CAPT CNIC HQ, N3C; CDR (Sel) Timothy Yeich, GTMO, Port Ops Officer; Kelly, Ian M CDR OASN(FM&C), FMB
Subject: RE: Port Operations Services at Naval Station Guantanamo Bay, Cuba

Kathleen

We will communicate with FLC JAX this AM and get back with you on who to assign this to.

Thanks
Chris

-----Original Message-----
From: Roberts, Kathleen CIV CNIC HQ, N00
Sent: Monday, March 27, 2017 3:36 PM

To: Christoffersen, Chris CIV Commander Navy Region SE; Nelson, Darryl Q CIV NAVSUP FLC Jacksonville, 220
Cc: Risley, Jim CIV CNIC HQ; Novotny, Robert E CIV CNRSE, N3; Tullos, Rex F CIV CNIC HQ, N31; Florence, Elaine J CIV NAVSUP FLC Jacksonville, 220; Undersander, Roy C CAPT CNIC HQ, N3C; CDR (Sel) Timothy Yeich, GTMO, Port Ops Officer; Kelly, Ian M CDR OASN(FM&C), FMB
Subject: RE: Port Operations Services at Naval Station Guantanamo Bay, Cuba

Hi all,
OLA would like to know which Navy office to assign this to in CIMS today. Should NAVSUP or CNIC draft it? Regardless of the drafter, all involved offices will have a formal chop on the response.
Thanks,
VR/Katie

Kathleen Roberts
Commander, Navy Installations Command
202-433-4110
Kathleen.Roberts@navy.mil

-----Original Message-----
From: Christoffersen, Chris CIV Commander Navy Region SE
Sent: Monday, March 27, 2017 11:45 AM
To: Nelson, Darryl Q CIV NAVSUP FLC Jacksonville, 220
Cc: Risley, Jim CIV CNIC HQ; Novotny, Robert E CIV CNRSE, N3; Tullos, Rex F CIV CNIC HQ, N31; Florence, Elaine J CIV NAVSUP FLC Jacksonville, 220; Roberts, Kathleen CIV CNIC HQ, N00; Undersander, Roy C CAPT CNIC HQ, N3C; CDR (Sel) Timothy Yeich, GTMO, Port Ops Officer
Subject: RE: Port Operations Services at Naval Station Guantanamo Bay, Cuba

Darryl

Do you want to take this for action.

Thanks
Chris

-----Original Message-----
From: Tullos, Rex F CIV CNIC HQ, N31
Sent: Monday, March 27, 2017 10:55 AM
To: Roberts, Kathleen CIV CNIC HQ, N00; Undersander, Roy C CAPT CNIC HQ, N3C; Christoffersen, Chris CIV Commander Navy Region SE
Cc: Risley, Jim CIV CNIC HQ; Novotny, Robert E CIV CNRSE, N3
Subject: RE: Port Operations Services at Naval Station Guantanamo Bay, Cuba

Chris,

Would you provide the details on the GITMO Port Ops contract award and protest issues.

R, Rex

-----Original Message-----

From: Roberts, Kathleen CIV CNIC HQ, N00
Sent: Monday, March 27, 2017 10:41 AM
To: Undersander, Roy C CAPT CNIC HQ, N3C; Tullos, Rex F CIV CNIC HQ, N31
Cc: Risley, Jim CIV CNIC HQ
Subject: RE: Port Operations Services at Naval Station Guantanamo Bay, Cuba

Hi, yes please check with the region to see if they have heard of anything. If region is unaware of the issue, I will go back to OLA and explain the staffer will need to provide more information so Navy can answer his question.
VR/Katie

-----Original Message-----
From: Undersander, Roy C CAPT CNIC HQ, N3C
Sent: Monday, March 27, 2017 10:24 AM
To: Roberts, Kathleen CIV CNIC HQ, N00; Tullos, Rex F CIV CNIC HQ, N31
Cc: Risley, Jim CIV CNIC HQ
Subject: RE: Port Operations Services at Naval Station Guantanamo Bay, Cuba

Katie,
Yes. Rex Tullos can work with CNRSE to get the details. Do you have any more information or do you want Rex to just start asking questions.
R/
Cowboy

CAPT Roy "Cowboy" Undersander
CNIC N3C, Director, Fleet Operations
Office:202-685-3575
Cell: 401-378-4540
SIPR: roy.undersander@navy.smil.mil

-----Original Message-----
From: Roberts, Kathleen CIV CNIC HQ, N00
Sent: Monday, March 27, 2017 10:14 AM
To: Undersander, Roy C CAPT CNIC HQ, N3C
Subject: FW: Port Operations Services at Naval Station Guantanamo Bay, Cuba

Roy,
Is this you?
VR/Katie

-----Original Message-----
From: Kelly, Ian M CDR OASN(FM&C), FMB
Sent: Thursday, March 23, 2017 8:05 AM
To: Roberts, Kathleen CIV CNIC HQ, N00
Subject: FW: Port Operations Services at Naval Station Guantanamo Bay, Cuba

Katie,

Heads up about a future CIMS tasker.

Sen Rubio's office wants to find out about the circumstances how a port operations service contract was transitioned between two contractors.

Based only on the info in this email, I can't tell if this would go to NAVFAC if the port ops services are under a Base operating support contract or if this goes to NAVSUP contracting office.

What you can possibly help me with is finding out who the N3 Port Ops POC is at Naval Station GTMO? I suspect they would know the details on any issues that might have occurred.

Thanks.

V/R,
CDR Ian Kelly, PE, CEM
Congressional Liaison/Budget Analyst
Pentagon, Room 4C355
Office#:703-692-1986

-----Original Message-----
From: Eckard, Aaron D LT OASN(FM&C), FMBE
Sent: Wednesday, March 22, 2017 6:39 PM
To: Kelly, Ian M CDR OASN(FM&C), FMB
Cc: Lyon, Jeremy N LCDR OASN(FM&C), FMBE
Subject: FW: Port Operations Services at Naval Station Guantanamo Bay, Cuba

Hi Ian,

I received this question from Jonathan (Rubio's office) regarding Port Operations in Guantanamo Bay Cuba. I can either put the tasker in CIMS, or if you want to do it, just let me know. I will do it this evening if you want me to.

v/r,
Aaron

Aaron Eckard
LT, MSC, USN
Congressional Liaison OASN FM&C (FMBE)
1000 Navy Pentagon (4D355)
Washington, DC 20350-1000
Desk: 703.692.6734
Cell: 703.298.6729

"The Spartans do not ask how many the enemy are, but where they are." - Plutarch

-----Original Message-----
From: Arias, Jonathan (Rubio) [mailto:Jonathan_Arias@rubio.senate.gov]
Sent: Wednesday, March 22, 2017 5:48 PM
To: Eckard, Aaron D LT OASN(FM&C), FMBE
Subject: [Non-DoD Source] Port Operations Services at Naval Station Guantanamo Bay, Cuba

Aaron,

I need a POC regarding Port Operations Services at Naval Station Guantanamo Bay, Cuba. A constituent business has come to our office stating concerns over the way the contract has recently been handled. My question is more related

to how it was transitioned from one company to another how that new company is more performing. So it's more specific than just the state of affairs.

Very respectfully,

Jonathan Arias

Military Legislative Assistant

Office of U.S. Senator Marco Rubio

Florence, Elaine J CIV NAVSUP FLC Jacksonville, 220

From: Cook, David B CIV NAVSUP FLC Jacksonville, 0L
Sent: Tuesday, April 04, 2017 16:38
To: Salgado, Vincent CIV CNIC HQ, N00
Cc: Nelson, Darryl Q CIV NAVSUP FLC Jacksonville, 220; Florence, Elaine J CIV NAVSUP FLC Jacksonville, 220
Subject: FW: Port Operations Services at Naval Station Guantanamo Bay, Cuba
Attachments: MCM TE 9 KO Letter 3-19-2017 (1).pdf
Signed By: david.b.cook2@navy.mil

Mr. Salgado,

I am the counsel at FLC Jacksonville assigned to the subject procurement. Please let me know if there is anything I can do to assist you - my contact information is below. I've asked Darryl to send you a copy of Tech Exhibit 9; hopefully that will be on its way soon. For background, please note that MCM twice unsuccessfully protested the award of the subject contract to Seaward (GAO and District Court). In addition, MCM recently filed an agency-level protest of the Government's extension of the transition period for Seaward to take over performance of the services.

Again, please let me know if I can be of any assistance.

V/r
Dave

DAVID B. COOK
Assistant Counsel
Naval Supply Systems Command
Fleet Logistics Center, Jacksonville
Phone: 904-542-5185
DSN: 942-5185
Fax: 904-542-1100

CONFIDENTIALITY NOTICE: This electronic transmission may contain attorney work product or information protected under the attorney-client privilege, both of which are protected from disclosure under the Freedom of Information Act, 5 USC 552. This transmission may contain For Official Use Only information which must be protected IAW DoD 5400-11R. Do not release outside of DoD channels without consent of the originator's office. If you received this message in error, please notify the sender by reply e-mail and delete all copies of message.

-----Original Message-----
From: Nelson, Darryl Q CIV NAVSUP FLC Jacksonville, 220
Sent: Tuesday, April 04, 2017 3:28 PM
To: Cook, David B CIV NAVSUP FLC Jacksonville, 0L
Cc: Salgado, Vincent CIV CNIC HQ, N00; Florence, Elaine J CIV NAVSUP FLC Jacksonville, 220
Subject: RE: Port Operations Services at Naval Station Guantanamo Bay, Cuba

David,

Would you please respond to this email.

R/
Darryl

-----Original Message-----
From: Salgado, Vincent CIV CNIC HQ, N00
Sent: Tuesday, April 04, 2017 2:22 PM
To: Florence, Elaine J CIV NAVSUP FLC Jacksonville, 220; Nelson, Darryl Q CIV NAVSUP FLC Jacksonville, 220
Subject: FW: Port Operations Services at Naval Station Guantanamo Bay, Cuba

Sir/Madam:

I am with CNIC Counsel's office in Washington DC and have been brought in on the attached matter. I'm reaching out to both of you for two reasons. First, I'd like you introduce myself and ask that you provide contact information for your local/region counsel. Second, I'd like to ask for a copy of TE 9 as referenced in the attached. I understand that two congressionals are on the table at this time.

At this stage I am only coming up to speed on the facts and need to get smart to advise my client, CNIC's N3 for Port ops.

I look forward to working with you both as this matter moves forward.

VR
Vincent A. Salgado

-----Original Message-----
From: Risley, Jim CIV CNIC HQ
Sent: Monday, April 03, 2017 1:36 PM
To: Foy, David D CIV CNIC HQ, N3B
Cc: Bozick, John K CIV CNIC HQ, N3; Alexander, Townsend G SES CNIC HQ, N3; Salgado, Vincent CIV CNIC HQ, N00; Tullos, Rex F CIV CNIC HQ, N31
Subject: FW: Port Operations Services at Naval Station Guantanamo Bay, Cuba

David,

I have passed to Vince Salgato in the OGC office to take a look and to have situational awareness.

V/R
Jim

-----Original Message-----
From: Kelly, Ian M CDR OASN(FM&C), FMB
Sent: Monday, April 03, 2017 12:35 PM
To: Christoffersen, Chris CIV Commander Navy Region SE; Roberts, Kathleen CIV CNIC HQ, N00; Nelson, Darryl Q CIV NAVSUP FLC Jacksonville, 220
Cc: Risley, Jim CIV CNIC HQ; Novotny, Robert E CIV CNRSE, N3; Tullos, Rex F CIV CNIC HQ, N31; Florence, Elaine J CIV NAVSUP FLC Jacksonville, 220; Undersander, Roy C CAPT CNIC HQ, N3C; CDR (Sel) Timothy Yeich, GTMO, Port Ops Officer; Lyon, Jeremy N LCDR OASN(FM&C), FMBE; Cuadros, Jorge R CDR OLA, LA-60
Subject: RE: Port Operations Services at Naval Station Guantanamo Bay, Cuba

Team,

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There are a total of two Congressional inquiries on this contract now, to include Sen Rubio's office. They've asked for a phone con to understand the situation better, and did not send a list of questions.

Enclosed in the letter is the NAVSUP KO's contact info. I am happy to work with their office direct and set up a phonecon or can work with the chain of command to move this inquiry forward.

Please let me know how to best proceed to help the staffers understand what is going on to address their constituents.

Thank you.

V/R,
CDR Ian Kelly, PE, CEM
Congressional Liaison/Budget Analyst
Pentagon, Room 4C355
Office#:703-692-1986

-----Original Message-----
From: Christoffersen, Chris CIV Commander Navy Region SE
Sent: Tuesday, March 28, 2017 8:36 AM
To: Roberts, Kathleen CIV CNIC HQ, N00; Nelson, Darryl Q CIV NAVSUP FLC Jacksonville, 220
Cc: Risley, Jim CIV CNIC HQ; Novotny, Robert E CIV CNRSE, N3; Tullos, Rex F CIV CNIC HQ, N31; Florence, Elaine J CIV NAVSUP FLC Jacksonville, 220; Undersander, Roy C CAPT CNIC HQ, N3C; CDR (Sel) Timothy Yeich, GTMO, Port Ops Officer; Kelly, Ian M CDR OASN(FM&C), FMB
Subject: RE: Port Operations Services at Naval Station Guantanamo Bay, Cuba

Kathleen

We will communicate with FLC JAX this AM and get back with you on who to assign this to.

Thanks
Chris

-----Original Message-----
From: Roberts, Kathleen CIV CNIC HQ, N00
Sent: Monday, March 27, 2017 3:36 PM
To: Christoffersen, Chris CIV Commander Navy Region SE; Nelson, Darryl Q CIV NAVSUP FLC Jacksonville, 220
Cc: Risley, Jim CIV CNIC HQ; Novotny, Robert E CIV CNRSE, N3; Tullos, Rex F CIV CNIC HQ, N31; Florence, Elaine J CIV NAVSUP FLC Jacksonville, 220; Undersander, Roy C CAPT CNIC HQ, N3C; CDR (Sel) Timothy Yeich, GTMO, Port Ops Officer; Kelly, Ian M CDR OASN(FM&C), FMB
Subject: RE: Port Operations Services at Naval Station Guantanamo Bay, Cuba

Hi all,
OLA would like to know which Navy office to assign this to in CIMS today. Should NAVSUP or CNIC draft it? Regardless of the drafter, all involved offices will have a formal chop on the response.
Thanks,
VR/Katie

Kathleen Roberts
Commander, Navy Installations Command
202-433-4110
Kathleen.Roberts@navy.mil

-----Original Message-----
From: Christoffersen, Chris CIV Commander Navy Region SE
Sent: Monday, March 27, 2017 11:45 AM
To: Nelson, Darryl Q CIV NAVSUP FLC Jacksonville, 220
Cc: Risley, Jim CIV CNIC HQ; Novotny, Robert E CIV CNRSE, N3; Tullos, Rex F CIV CNIC HQ, N31; Florence, Elaine J CIV NAVSUP FLC Jacksonville, 220; Roberts, Kathleen CIV CNIC HQ, N00; Undersander, Roy C CAPT CNIC HQ, N3C; CDR (Sel) Timothy Yeich, GTMO, Port Ops Officer
Subject: RE: Port Operations Services at Naval Station Guantanamo Bay, Cuba

Darryl

Do you want to take this for action.

Thanks
Chris

-----Original Message-----
From: Tullos, Rex F CIV CNIC HQ, N31
Sent: Monday, March 27, 2017 10:55 AM
To: Roberts, Kathleen CIV CNIC HQ, N00; Undersander, Roy C CAPT CNIC HQ, N3C; Christoffersen, Chris CIV Commander Navy Region SE
Cc: Risley, Jim CIV CNIC HQ; Novotny, Robert E CIV CNRSE, N3
Subject: RE: Port Operations Services at Naval Station Guantanamo Bay, Cuba

Chris,

Would you provide the details on the GITMO Port Ops contract award and protest issues.

R, Rex

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From: Roberts, Kathleen CIV CNIC HQ, N00
Sent: Monday, March 27, 2017 10:41 AM
To: Undersander, Roy C CAPT CNIC HQ, N3C; Tullos, Rex F CIV CNIC HQ, N31
Cc: Risley, Jim CIV CNIC HQ
Subject: RE: Port Operations Services at Naval Station Guantanamo Bay, Cuba

Hi, yes please check with the region to see if they have heard of anything. If region is unaware of the issue, I will go back to OLA and explain the staffer will need to provide more information so Navy can answer his question.
VR/Katie

-----Original Message-----
From: Undersander, Roy C CAPT CNIC HQ, N3C
Sent: Monday, March 27, 2017 10:24 AM
To: Roberts, Kathleen CIV CNIC HQ, N00; Tullos, Rex F CIV CNIC HQ, N31
Cc: Risley, Jim CIV CNIC HQ
Subject: RE: Port Operations Services at Naval Station Guantanamo Bay, Cuba

Katie,
Yes. Rex Tullos can work with CNRSE to get the details. Do you have any more information or do you want Rex to just start asking questions.
R/
Cowboy

CAPT Roy "Cowboy" Undersander
CNIC N3C, Director, Fleet Operations
Office:202-685-3575
Cell: 401-378-4540
SIPR: roy.undersander@navy.smil.mil

-----Original Message-----
From: Roberts, Kathleen CIV CNIC HQ, N00
Sent: Monday, March 27, 2017 10:14 AM
To: Undersander, Roy C CAPT CNIC HQ, N3C
Subject: FW: Port Operations Services at Naval Station Guantanamo Bay, Cuba

Roy,
Is this you?
VR/Katie

-----Original Message-----
From: Kelly, Ian M CDR OASN(FM&C), FMB
Sent: Thursday, March 23, 2017 8:05 AM
To: Roberts, Kathleen CIV CNIC HQ, N00
Subject: FW: Port Operations Services at Naval Station Guantanamo Bay, Cuba

Katie,

Heads up about a future CIMS tasker.

Sen Rubio's office wants to find out about the circumstances how a port operations service contract was transitioned between two contractors.

Based only on the info in this email, I can't tell if this would go to NAVFAC if the port ops services are under a Base operating support contract or if this goes to NAVSUP contracting office.

What you can possibly help me with is finding out who the N3 Port Ops POC is at Naval Station GTMO? I suspect they would know the details on any issues that might have occurred.

Thanks.

V/R,
CDR Ian Kelly, PE, CEM
Congressional Liaison/Budget Analyst
Pentagon, Room 4C355
Office#:703-692-1986

-----Original Message-----
From: Eckard, Aaron D LT OASN(FM&C), FMBE
Sent: Wednesday, March 22, 2017 6:39 PM
To: Kelly, Ian M CDR OASN(FM&C), FMB
Cc: Lyon, Jeremy N LCDR OASN(FM&C), FMBE
Subject: FW: Port Operations Services at Naval Station Guantanamo Bay, Cuba

Hi Ian,

I received this question from Jonathan (Rubio's office) regarding Port Operations in Guantanamo Bay Cuba. I can either put the tasker in CIMS, or if you want to do it, just let me know. I will do it this evening if you want me to.

v/r,
Aaron

Aaron Eckard
LT, MSC, USN
Congressional Liaison OASN FM&C (FMBE)
1000 Navy Pentagon (4D355)
Washington, DC 20350-1000
Desk: 703.692.6734
Cell: 703.298.6729

"The Spartans do not ask how many the enemy are, but where they are." - Plutarch

-----Original Message-----
From: Arias, Jonathan (Rubio) [mailto:Jonathan_Arias@rubio.senate.gov]
Sent: Wednesday, March 22, 2017 5:48 PM
To: Eckard, Aaron D LT OASN(FM&C), FMBE
Subject: [Non-DoD Source] Port Operations Services at Naval Station Guantanamo Bay, Cuba

Aaron,

I need a POC regarding Port Operations Services at Naval Station Guantanamo Bay, Cuba. A constituent business has come to our office stating concerns over the way the contract has recently been handled. My question is more related to how it was transitioned from one company to another how that new company is more performing. So it's more specific than just the state of affairs.

Very respectfully,

Jonathan Arias

Military Legislative Assistant

Office of U.S. Senator Marco Rubio

Florence, Elaine J CIV NAVSUP FLC Jacksonville, 220

From: Salgado, Vincent CIV CNIC HQ, N00
Sent: Tuesday, April 04, 2017 14:22
To: Florence, Elaine J CIV NAVSUP FLC Jacksonville, 220; Nelson, Darryl Q CIV NAVSUP FLC Jacksonville, 220
Subject: FW: Port Operations Services at Naval Station Guantanamo Bay, Cuba
Attachments: MCM TE 9 KO Letter 3-19-2017 (1).pdf
Signed By: vincent.salgado@navy.mil

Sir/Madam:

I am with CNIC Counsel's office in Washington DC and have been brought in on the attached matter. I'm reaching out to both of you for two reasons. First, I'd like you introduce myself and ask that you provide contact information for your local/region counsel. Second, I'd like to ask for a copy of TE 9 as referenced in the attached. I understand that two congressionals are on the table at this time.

At this stage I am only coming up to speed on the facts and need to get smart to advise my client, CNIC's N3 for Port ops.

I look forward to working with you both as this matter moves forward.

VR
Vincent A. Salgado

-----Original Message-----
From: Risley, Jim CIV CNIC HQ
Sent: Monday, April 03, 2017 1:36 PM
To: Foy, David D CIV CNIC HQ, N3B
Cc: Bozick, John K CIV CNIC HQ, N3; Alexander, Townsend G SES CNIC HQ, N3; Salgado, Vincent CIV CNIC HQ, N00; Tullos, Rex F CIV CNIC HQ, N31
Subject: FW: Port Operations Services at Naval Station Guantanamo Bay, Cuba

David,

I have passed to Vince Salgato in the OGC office to take a look and to have situational awareness.

V/R
Jim

-----Original Message-----
From: Kelly, Ian M CDR OASN(FM&C), FMB
Sent: Monday, April 03, 2017 12:35 PM
To: Christoffersen, Chris CIV Commander Navy Region SE; Roberts, Kathleen CIV CNIC HQ, N00; Nelson, Darryl Q CIV NAVSUP FLC Jacksonville, 220
Cc: Risley, Jim CIV CNIC HQ; Novotny, Robert E CIV CNRSE, N3; Tullos, Rex F CIV CNIC HQ, N31; Florence, Elaine J CIV NAVSUP FLC Jacksonville, 220; Undersander, Roy C CAPT CNIC HQ, N3C; CDR (Sel) Timothy Yeich, GTMO, Port Ops Officer; Lyon, Jeremy N LCDR OASN(FM&C), FMBE; Cuadros, Jorge R CDR OLA, LA-60
Subject: RE: Port Operations Services at Naval Station Guantanamo Bay, Cuba

Team,

We received another inquiry from Rep Mario Diaz-Balart's office, here are their concerns below:

We've been contacted by a constituent company, MCM Corporation, which currently has the NAVSUP contract for port operations at the GTMO Naval Base. Seaward Services has subsequently been award the contract when it was re-competed. We were told by MCM that on the day of the turnover of port operations, Seaward showed up completely unprepared and the port was immediately shut down. At the request of the Navy, MCM restarted port operations and was given a one month extension to their current contract to continue operations. At the end of February, NAVSUP again extended MCM's contract for another 90 days because Seaward was still not ready to assume operations of the port nor has hired the appropriate personnel. MCM believes this is simply giving Seaward additional time to comply with the contract requirements. Can we get some clarification as to why Seaward keeps getting extensions to comply with the contract? I understand that the Navy can determinate the contract for default upon a "catastrophic performance failure." MCM feels that some of those solicitation requirements were relaxed to benefit Seaward.

Lastly, MCM believes Seaward is recruiting MCM's employees in violation of the contract requirements and pressuring them to leave the company. I've attached a letter from MCM to NAVSUP outlining their concerns. Can we get an update on the steps the Navy is taking to ensure isn't violating the contract if these allegations are true?

There are a total of two Congressional inquiries on this contract now, to include Sen Rubio's office. They've asked for a phone con to understand the situation better, and did not send a list of questions.

Enclosed in the letter is the NAVSUP KO's contact info. I am happy to work with their office direct and set up a phonecon or can work with the chain of command to move this inquiry forward.

Please let me know how to best proceed to help the staffers understand what is going on to address their constituents.

Thank you.

V/R,
CDR Ian Kelly, PE, CEM
Congressional Liaison/Budget Analyst
Pentagon, Room 4C355
Office#:703-692-1986

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Subject: RE: Port Operations Services at Naval Station Guantanamo Bay, Cuba

Kathleen

We will communicate with FLC JAX this AM and get back with you on who to assign this to.

Thanks
Chris

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Subject: RE: Port Operations Services at Naval Station Guantanamo Bay, Cuba

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Thanks,
VR/Katie

Kathleen Roberts
Commander, Navy Installations Command
202-433-4110
Kathleen.Roberts@navy.mil

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Do you want to take this for action.

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Subject: RE: Port Operations Services at Naval Station Guantanamo Bay, Cuba

Katie,
Yes. Rex Tullos can work with CNRSE to get the details. Do you have any more information or do you want Rex to just start asking questions.
R/
Cowboy

CAPT Roy "Cowboy" Undersander
CNIC N3C, Director, Fleet Operations
Office:202-685-3575
Cell: 401-378-4540
SIPR: roy.undersander@navy.smil.mil

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From: Roberts, Kathleen CIV CNIC HQ, N00
Sent: Monday, March 27, 2017 10:14 AM
To: Undersander, Roy C CAPT CNIC HQ, N3C
Subject: FW: Port Operations Services at Naval Station Guantanamo Bay, Cuba

Roy,
Is this you?
VR/Katie

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What you can possibly help me with is finding out who the N3 Port Ops POC is at Naval Station GTMO? I suspect they would know the details on any issues that might have occurred.

Thanks.

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Pentagon, Room 4C355
Office#:703-692-1986

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Cc: Lyon, Jeremy N LCDR OASN(FM&C), FMBE
Subject: FW: Port Operations Services at Naval Station Guantanamo Bay, Cuba

Hi Ian,

I received this question from Jonathan (Rubio's office) regarding Port Operations in Guantanamo Bay Cuba. I can either put the tasker in CIMS, or if you want to do it, just let me know. I will do it this evening if you want me to.

v/r,
Aaron

Aaron Eckard
LT, MSC, USN
Congressional Liaison OASN FM&C (FMBE)
1000 Navy Pentagon (4D355)
Washington, DC 20350-1000
Desk: 703.692.6734
Cell: 703.298.6729

"The Spartans do not ask how many the enemy are, but where they are." - Plutarch

-----Original Message-----
From: Arias, Jonathan (Rubio) [mailto:Jonathan_Arias@rubio.senate.gov]
Sent: Wednesday, March 22, 2017 5:48 PM
To: Eckard, Aaron D LT OASN(FM&C), FMBE
Subject: [Non-DoD Source] Port Operations Services at Naval Station Guantanamo Bay, Cuba

Aaron,

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Very respectfully,

Jonathan Arias

Military Legislative Assistant

Office of U.S. Senator Marco Rubio

19 March 2017

Via Email

Darryl Nelson, Contracting Officer (*darryl.nelson@navy.mil*) Elaine J. Florence, Contract Specialist (*elaine.florence@navy.mil*) NAVSUP/FLC-Jacksonville
Contracts Division Building 110, 3rd Floor NAS
Jacksonville, FL 32212-0097

Re: Violation of Provisions of TE-9 by Seaward Services, Inc.
Solicitation No. N68836-16-R-0003 Causing Damage to MCM under its Contract Extension of Port Operations Services at Naval Station Guantanamo Bay, Cuba

Dear Mr. Nelson and Ms. Florence,

Pursuant to NAVSUP'S contract with MCM, which has been extended first for 1 month and then for another 3 months, as a result of Seaward's failure to perform, so as to permit the successful operation of the Port, we hereby request you take the necessary action to stop Seaward's poaching of MCM's employees and require it to recruit its own workforce rather than parasitically steal the employees developed, recruited, trained and retained by MCM for the reasons more fully set forth below.

Reference is made to my email of 1 February 2017 regarding MCM's continued performance during the Seaward Services ("Seaward") default and MCM extension of its current contract providing mission critical services at Naval Station Guantanamo Bay, Cuba and in particular to your response of the same date (see attached). As indicated in my email to you, I had requested that your office ensure that Seaward comply with Technical Exhibit 9 of the contract barring them from recruiting our on-base employees. In reply to my request, you stated:

> *"Recruiting of labor and hiring Government or Contractor on-base employees by offering higher wages or other amenities is prohibited."*

Moreover, in your response, you promised:

> *"I will ensure Seaward is in compliance with TE 9, 1.2.1.4."*

The concerns were raised by me as Seaward had previously attempted to recruit MCM employees inviting them to a "job fair" at Naval Station Guantanamo as well as wrongfully advising them that they could simply quit MCM and begin immediately work for Seaward. We were concerned that through the extension of our current contract that was the result of Seaward's default due to lack of labor, Seaward would actively attempt to continue recruiting MCM's employees in some form or fashion, in violation of TE 9.

As I had indicated to you through my email communication of 17 March 2017, Seaward has become more desperate and again violated TE 9, 1.2.1.4. Late in the afternoon on 17 March 2017, Seaward held a recruitment meeting at the assigned Guantanamo housing unit of

Seaward's employee Michael Kline. This meeting was coordinated by Mr. Kline, and as telephone records, email messages coordinating the recruitment, and statements from our solicited employees will show, was a clear and willful violation of TE 9, 1.2.1.4., by amongst others: MCM employees were offered higher wages and amenities (daily food allowance), told to sign an employment offer letter, a letter of resignation, and were pressured to do so before midnight otherwise they would lose their jobs on the base and would not be able to start to work for Seaward on 1 May 2017 as planned. Our employees were encouraged to abandon their posts for the Port Operations without notice to compromise MCM's ability to perform its work. One MCM employee who refused to sign with Seaward was berated and verbally abused by Mr. Kline. Our employee held fast to his decision not to go with Seaward, despite being offered over $100 a month more than his current pay.

Upon my bringing the set of facts to you, you responded that you could not get involved as it was an issue between contractors. Most respectfully, this is not "an issue between contractors", this is a Base policy that is being violated and has serious security concerns for all stationed at Naval Station Guantanamo.

Elaine, I had voiced my concern to you in the past about leaving Seaward on the base to actively recruit / erode MCM's work force. To allow Seaward to actively plot and attempt to carry out the dissolution of our workforce via telephone, email, and a coercive high pressure one to one verbal pressure campaign is not only wrong but dangerous. If Seaward would resort to these tactics which clearly violate the contract and base policy just to receive financial gain it calls into question what else they would be willing to do for money, particularly with the high profile mission requiring support of the detainee operations at Naval Station Guantanamo. Moving detainees across the bay is a responsibility not to be taken lightly.

I trust that you will fully investigate this matter and enforce all remedies available to you as the Contracting Officer. As the Unified Facilities Guide Specifications (UFGS) for Navy contracts at Naval Station Guantanamo states:

> *"Proselytizing of labor, that is the hiring of Government or Contractor on-base employees by offering higher wages or other amenities, shall not be permitted."*

This regulation exists for a purpose. Seaward's actions have not only caused damages to MCM, but to other contractors at Naval Station Guantanamo and will ultimately increase the cost to the Government. To retain the employees solicited by Seaward, MCM had to exceed the Seaward offer of higher wages and other amenities (the daily food allowance). This increase now must be matched throughout the other MCM contracts on the base for all other foreign nationals. Other contractors at Naval Station Guantanamo must now follow suit. Contracts will now increase in cost due to Seaward's improper action contrary to the Base regulations meant to protect against the disruption caused by the poaching of employees and the associated wage bidding war.

Finally, I cannot stress the disruption that Seaward has caused to our operation and the morale of our personnel. MCM's team of employees has worked together for many years in the past providing excellent service to the Navy. Seaward had been provided notice that MCM's employees were under contract. Instead of honoring the contract terms and providing its own staff, Seaward chose to violate the contract, specifically TE 9. Seaward has implemented a campaign inside of Naval Station Guantanamo of subversion, intimidation, and division. Seaward only had to follow the contract and mobilize its own labor force. Instead Seaward continues to attempt to steal MCM's labor force.

This entire weekend MCM has incurred costs meeting with the employees, reaffirming their commitments, matching the higher wages and amenities offered by Seaward, and reaffirming our employees commitment to the mission all the while attempting to undo the damage caused by Seaward's violation of TE9. I respectfully request that you take immediate and appropriate action as this would provide the certainty that our valued Port Operations employees and their families need. I request that Seaward be advised that no MCM employees at Naval Station Guantanamo can be used by Seaward in its contracts, including those illegally and improperly recruited. I also most respectfully request that you not contribute or enable this improper conduct by approving any MCM employee to work on Seaward's contract. Under the above described conditions, TE 09 requires that poached employees will not be approved to work on Seaward's contract.

As promised in your February 1st email, we relied upon your commitment to enforce the terms of the contract when we agreed to restart our performance when Seaward failed and defaulted. We once again request that you please take the necessary action to stop Seaward's poaching and require it to recruit its own workforce rather than parasitically steal the employees developed, recruited, trained and retained by MCM.

Sincerely,

MUNILLA CONSTRUCTION MANAGEMENT, LLC

Juan Perez
Director of GTMO Operations

cc: Pedro Munilla
Juan Munilla Daniel
Munilla,Esq. Karl F.Dix, Jr.
Esq

Juan Perez

From:	Florence, Elaine J CIV NAVSUP FLC Jacksonville, 220 <elaine.florence@navy.mil> Wednesday, February 1, 2017 9:46
Sent:	AM
To:	Juan Perez
Cc:	Juan Munilla; Pedro R. Munilla; Daniel F. Munilla
Subject:	RE: ONE MONTH OPTION EXTENSION CONTRACT N68836-15-P-0627

Mr. Perez,

My phone conversation and email to you was to request a verbal commitment that MCM would continue to provide essential services for Port Operations at U. S. Naval Station, Guantanamo Bay, Cuba if Seaward Services, Inc. could not. If it is determined that the Government will require service support from MCM, the Contracting Officer will issue a contract modification to extend the services from 1-28 February 2017.

With respect to TE 9, 1.2.1.4 Local Labor, soliciting of foreign nationals is not prohibited. Recruiting of labor and hiring Government or Contractor on-base employees by offering higher wages or other amenities is prohibited. I will ensure Seaward is in compliance with TE 9, 1.2.1.4.

Vr,

Elaine Florence
Contract Specialist
NAVSUP/Fleet Logistics Center
Jacksonville, FL 32212 Phone: (904) 542-1657
Fax: (904) 542-1088

In order to improve the level of service we provide to our customers, we ask that you please rate your level of satisfaction with the contracting services provided to you. You may participate in this survey by clicking on the link below and answering a few short questions regarding our service. This survey is for our government customers only.

Click here for the survey: https://www.neco.navy.mil/contracting/survey.aspx

-----Original Message-----
From: Juan Perez [mailto:jperez@mcm-gtmo.com]
Sent: Wednesday, February 01, 2017 8:36 AM
To: Florence, Elaine J CIV NAVSUP FLC Jacksonville, 220
Cc: Juan Munilla; Pedro R. Munilla; Daniel F. Munilla
Subject: [Non-DoD Source] RE: ONE MONTH OPTION EXTENSION CONTRACT N68836-15-P-0627

Dear Ms. Florence,

Mission first. MCM has and will continue to support the Navy's mission at Guantanamo NS through the operation of the Port Operations Contract as directed by your notice requiring our Port Operations services through at least 28 February 2017. As discussed this morning, MCM will remobilize and continue to perform the mission of Port Operations at Naval Station Guantanamo after Seaward's default pending a contract action funding same.

We respectfully request that during our period of performance, Seaward Services be instructed to stop soliciting our Port Operations Foreign National (FN) personnel or any other personnel in NS GTMO in accordance with TE 9, 1.2.1.4. Local Labor. We have told Seaward that our employees are under contract but they continue to solicit them. We have invested heavily in our skilled local work force and have other work for them if we are not awarded the contract. Of course, if awarded the contract, our employees will continue work at Port Operations and we will staff our other projects with a labor force that we have plans to provide. Seaward should provide their own work force and not illegally poach our workforce to boost their profits.

Please rest assured that MCM will continue to provide the essential services at Naval Station Guantanamo without interruption and we thank you for the opportunity to serve.

Juan Perez MCM
786-277-1466

-----Original Message-----
From: Florence, Elaine J CIV NAVSUP FLC Jacksonville, 220 [mailto:elaine.florence@navy.mil] Sent: Wednesday, February 1, 2017 6:16 AM
To: Juan Perez
Subject: ONE MONTH OPTION EXTENSION CONTRACT N68836-15-P-0627
Importance: High

Good morning Juan,
Please contact me regarding the Government exercising the one-month option extension for the period of 1 -28 February 2017 in the amount of $329,449.08. Funding is still pending, therefore the modification will be issued subject to the availability of funds.

Vr,
Elaine Florence
Contract Specialist
NAVSUP/Fleet Logistics Center
Jacksonville, FL 32212 Phone: (904) 542-1657
Fax: (904) 542-1088

In order to improve the level of service we provide to our customers, we ask that you please rate your level of satisfaction with the contracting services provided to you. You may participate in this survey by clicking on the link below and answering a few short questions regarding our service. This survey is for our government customers only.

Click here for the survey: https://www.neco.navy.mil/contracting/survey.aspx

Florence, Elaine J CIV NAVSUP FLC Jacksonville, 220

From: Kelly, Ian M CDR OASN(FM&C), FMB
Sent: Monday, April 03, 2017 12:35
To: Christoffersen, Chris CIV Commander Navy Region SE; Roberts, Kathleen CIV CNIC HQ, N00; Nelson, Darryl Q CIV NAVSUP FLC Jacksonville, 220
Cc: Risley, Jim CIV CNIC HQ; Novotny, Robert E CIV CNRSE, N3; Tullos, Rex F CIV CNIC HQ, N31; Florence, Elaine J CIV NAVSUP FLC Jacksonville, 220; Undersander, Roy C CAPT CNIC HQ, N3C; CDR (Sel) Timothy Yeich, GTMO, Port Ops Officer; Lyon, Jeremy N LCDR OASN(FM&C), FMBE; Cuadros, Jorge R CDR OLA, LA-60
Subject: RE: Port Operations Services at Naval Station Guantanamo Bay, Cuba
Attachments: MCM TE 9 KO Letter 3-19-2017 (1).pdf
Signed By: ian.m.kelly@navy.mil

Team,

We received another inquiry from Rep Mario Diaz-Balart's office, here are their concerns below:

We've been contacted by a constituent company, MCM Corporation, which currently has the NAVSUP contract for port operations at the GTMO Naval Base. Seaward Services has subsequently been award the contract when it was re-competed. We were told by MCM that on the day of the turnover of port operations, Seaward showed up completely unprepared and the port was immediately shut down. At the request of the Navy, MCM restarted port operations and was given a one month extension to their current contract to continue operations. At the end of February, NAVSUP again extended MCM's contract for another 90 days because Seaward was still not ready to assume operations of the port nor has hired the appropriate personnel. MCM believes this is simply giving Seaward additional time to comply with the contract requirements. Can we get some clarification as to why Seaward keeps getting extensions to comply with the contract? I understand that the Navy can determinate the contract for default upon a "catastrophic performance failure." MCM feels that some of those solicitation requirements were relaxed to benefit Seaward.

Lastly, MCM believes Seaward is recruiting MCM's employees in violation of the contract requirements and pressuring them to leave the company. I've attached a letter from MCM to NAVSUP outlining their concerns. Can we get an update on the steps the Navy is taking to ensure isn't violating the contract if these allegations are true?

There are a total of two Congressional inquiries on this contract now, to include Sen Rubio's office. They've asked for a phone con to understand the situation better, and did not send a list of questions.

Enclosed in the letter is the NAVSUP KO's contact info. I am happy to work with their office direct and set up a phonecon or can work with the chain of command to move this inquiry forward.

Please let me know how to best proceed to help the staffers understand what is going on to address their constituents.

Thank you.

V/R,
CDR Ian Kelly, PE, CEM
Congressional Liaison/Budget Analyst
Pentagon, Room 4C355
Office#:703-692-1986

-----Original Message-----
From: Christoffersen, Chris CIV Commander Navy Region SE
Sent: Tuesday, March 28, 2017 8:36 AM
To: Roberts, Kathleen CIV CNIC HQ, N00; Nelson, Darryl Q CIV NAVSUP FLC Jacksonville, 220
Cc: Risley, Jim CIV CNIC HQ; Novotny, Robert E CIV CNRSE, N3; Tullos, Rex F CIV CNIC HQ, N31; Florence, Elaine J CIV NAVSUP FLC Jacksonville, 220; Undersander, Roy C CAPT CNIC HQ, N3C; CDR (Sel) Timothy Yeich, GTMO, Port Ops Officer; Kelly, Ian M CDR OASN(FM&C), FMB
Subject: RE: Port Operations Services at Naval Station Guantanamo Bay, Cuba

Kathleen

We will communicate with FLC JAX this AM and get back with you on who to assign this to.

Thanks
Chris

-----Original Message-----
From: Roberts, Kathleen CIV CNIC HQ, N00
Sent: Monday, March 27, 2017 3:36 PM
To: Christoffersen, Chris CIV Commander Navy Region SE; Nelson, Darryl Q CIV NAVSUP FLC Jacksonville, 220
Cc: Risley, Jim CIV CNIC HQ; Novotny, Robert E CIV CNRSE, N3; Tullos, Rex F CIV CNIC HQ, N31; Florence, Elaine J CIV NAVSUP FLC Jacksonville, 220; Undersander, Roy C CAPT CNIC HQ, N3C; CDR (Sel) Timothy Yeich, GTMO, Port Ops Officer; Kelly, Ian M CDR OASN(FM&C), FMB
Subject: RE: Port Operations Services at Naval Station Guantanamo Bay, Cuba

Hi all,
OLA would like to know which Navy office to assign this to in CIMS today. Should NAVSUP or CNIC draft it? Regardless of the drafter, all involved offices will have a formal chop on the response.
Thanks,
VR/Katie

Kathleen Roberts
Commander, Navy Installations Command
202-433-4110
Kathleen.Roberts@navy.mil

-----Original Message-----
From: Christoffersen, Chris CIV Commander Navy Region SE
Sent: Monday, March 27, 2017 11:45 AM
To: Nelson, Darryl Q CIV NAVSUP FLC Jacksonville, 220
Cc: Risley, Jim CIV CNIC HQ; Novotny, Robert E CIV CNRSE, N3; Tullos, Rex F CIV CNIC HQ, N31; Florence, Elaine J CIV NAVSUP FLC Jacksonville, 220; Roberts, Kathleen CIV CNIC HQ, N00; Undersander, Roy C CAPT CNIC HQ, N3C; CDR (Sel) Timothy Yeich, GTMO, Port Ops Officer
Subject: RE: Port Operations Services at Naval Station Guantanamo Bay, Cuba

Darryl

Do you want to take this for action.

Thanks
Chris

-----Original Message-----
From: Tullos, Rex F CIV CNIC HQ, N31
Sent: Monday, March 27, 2017 10:55 AM
To: Roberts, Kathleen CIV CNIC HQ, N00; Undersander, Roy C CAPT CNIC HQ, N3C; Christoffersen, Chris CIV Commander Navy Region SE
Cc: Risley, Jim CIV CNIC HQ; Novotny, Robert E CIV CNRSE, N3
Subject: RE: Port Operations Services at Naval Station Guantanamo Bay, Cuba

Chris,

Would you provide the details on the GITMO Port Ops contract award and protest issues.

R, Rex

-----Original Message-----
From: Roberts, Kathleen CIV CNIC HQ, N00
Sent: Monday, March 27, 2017 10:41 AM
To: Undersander, Roy C CAPT CNIC HQ, N3C; Tullos, Rex F CIV CNIC HQ, N31
Cc: Risley, Jim CIV CNIC HQ
Subject: RE: Port Operations Services at Naval Station Guantanamo Bay, Cuba

Hi, yes please check with the region to see if they have heard of anything. If region is unaware of the issue, I will go back to OLA and explain the staffer will need to provide more information so Navy can answer his question.
VR/Katie

-----Original Message-----
From: Undersander, Roy C CAPT CNIC HQ, N3C
Sent: Monday, March 27, 2017 10:24 AM
To: Roberts, Kathleen CIV CNIC HQ, N00; Tullos, Rex F CIV CNIC HQ, N31
Cc: Risley, Jim CIV CNIC HQ
Subject: RE: Port Operations Services at Naval Station Guantanamo Bay, Cuba

Katie,
Yes. Rex Tullos can work with CNRSE to get the details. Do you have any more information or do you want Rex to just start asking questions.
R/
Cowboy

CAPT Roy "Cowboy" Undersander
CNIC N3C, Director, Fleet Operations
Office:202-685-3575
Cell: 401-378-4540
SIPR: roy.undersander@navy.smil.mil

-----Original Message-----
From: Roberts, Kathleen CIV CNIC HQ, N00

Sent: Monday, March 27, 2017 10:14 AM
To: Undersander, Roy C CAPT CNIC HQ, N3C
Subject: FW: Port Operations Services at Naval Station Guantanamo Bay, Cuba

Roy,
Is this you?
VR/Katie

-----Original Message-----
From: Kelly, Ian M CDR OASN(FM&C), FMB
Sent: Thursday, March 23, 2017 8:05 AM
To: Roberts, Kathleen CIV CNIC HQ, N00
Subject: FW: Port Operations Services at Naval Station Guantanamo Bay, Cuba

Katie,

Heads up about a future CIMS tasker.

Sen Rubio's office wants to find out about the circumstances how a port operations service contract was transitioned between two contractors.

Based only on the info in this email, I can't tell if this would go to NAVFAC if the port ops services are under a Base operating support contract or if this goes to NAVSUP contracting office.

What you can possibly help me with is finding out who the N3 Port Ops POC is at Naval Station GTMO? I suspect they would know the details on any issues that might have occurred.

Thanks.

V/R,
CDR Ian Kelly, PE, CEM
Congressional Liaison/Budget Analyst
Pentagon, Room 4C355
Office#:703-692-1986

-----Original Message-----
From: Eckard, Aaron D LT OASN(FM&C), FMBE
Sent: Wednesday, March 22, 2017 6:39 PM
To: Kelly, Ian M CDR OASN(FM&C), FMB
Cc: Lyon, Jeremy N LCDR OASN(FM&C), FMBE
Subject: FW: Port Operations Services at Naval Station Guantanamo Bay, Cuba

Hi Ian,

I received this question from Jonathan (Rubio's office) regarding Port Operations in Guantanamo Bay Cuba. I can either put the tasker in CIMS, or if you want to do it, just let me know. I will do it this evening if you want me to.

v/r,
Aaron

Aaron Eckard

LT, MSC, USN
Congressional Liaison OASN FM&C (FMBE)
1000 Navy Pentagon (4D355)
Washington, DC 20350-1000
Desk: 703.692.6734
Cell: 703.298.6729

"The Spartans do not ask how many the enemy are, but where they are." - Plutarch

-----Original Message-----
From: Arias, Jonathan (Rubio) [mailto:Jonathan_Arias@rubio.senate.gov]
Sent: Wednesday, March 22, 2017 5:48 PM
To: Eckard, Aaron D LT OASN(FM&C), FMBE
Subject: [Non-DoD Source] Port Operations Services at Naval Station Guantanamo Bay, Cuba

Aaron,

I need a POC regarding Port Operations Services at Naval Station Guantanamo Bay, Cuba. A constituent business has come to our office stating concerns over the way the contract has recently been handled. My question is more related to how it was transitioned from one company to another how that new company is more performing. So it's more specific than just the state of affairs.

Very respectfully,

Jonathan Arias

Military Legislative Assistant

Office of U.S. Senator Marco Rubio

19 March 2017

Via Email

Darryl Nelson, Contracting Officer (*darryl.nelson@navy.mil*) Elaine J. Florence, Contract Specialist (*elaine.florence@navy.mil*) NAVSUP/FLC-Jacksonville
Contracts Division Building 110, 3rd Floor NAS
Jacksonville, FL 32212-0097

Re: Violation of Provisions of TE-9 by Seaward Services, Inc.
Solicitation No. N68836-16-R-0003 Causing Damage to MCM under its Contract Extension of Port Operations Services at Naval Station Guantanamo Bay, Cuba

Dear Mr. Nelson and Ms. Florence,

Pursuant to NAVSUP'S contract with MCM, which has been extended first for 1 month and then for another 3 months, as a result of Seaward's failure to perform, so as to permit the successful operation of the Port, we hereby request you take the necessary action to stop Seaward's poaching of MCM's employees and require it to recruit its own workforce rather than parasitically steal the employees developed, recruited, trained and retained by MCM for the reasons more fully set forth below.

Reference is made to my email of 1 February 2017 regarding MCM's continued performance during the Seaward Services ("Seaward") default and MCM extension of its current contract providing mission critical services at Naval Station Guantanamo Bay, Cuba and in particular to your response of the same date (see attached). As indicated in my email to you, I had requested that your office ensure that Seaward comply with Technical Exhibit 9 of the contract barring them from recruiting our on-base employees. In reply to my request, you stated:

> *"Recruiting of labor and hiring Government or Contractor on-base employees by offering higher wages or other amenities is prohibited."*

Moreover, in your response, you promised:

> *"I will ensure Seaward is in compliance with TE 9, 1.2.1.4."*

The concerns were raised by me as Seaward had previously attempted to recruit MCM employees inviting them to a "job fair" at Naval Station Guantanamo as well as wrongfully advising them that they could simply quit MCM and begin immediately work for Seaward. We were concerned that through the extension of our current contract that was the result of Seaward's default due to lack of labor, Seaward would actively attempt to continue recruiting MCM's employees in some form or fashion, in violation of TE 9.

As I had indicated to you through my email communication of 17 March 2017, Seaward has become more desperate and again violated TE 9, 1.2.1.4. Late in the afternoon on 17 March 2017, Seaward held a recruitment meeting at the assigned Guantanamo housing unit of

Seaward's employee Michael Kline. This meeting was coordinated by Mr. Kline, and as telephone records, email messages coordinating the recruitment, and statements from our solicited employees will show, was a clear and willful violation of TE 9, 1.2.1.4, by amongst others: MCM employees were offered higher wages and amenities (daily food allowance), told to sign an employment offer letter, a letter of resignation, and were pressured to do so before midnight otherwise they would lose their jobs on the base and would not be able to start to work for Seaward on 1 May 2017 as planned. Our employees were encouraged to abandon their posts for the Port Operations without notice to compromise MCM's ability to perform its work. One MCM employee who refused to sign with Seaward was berated and verbally abused by Mr. Kline. Our employee held fast to his decision not to go with Seaward, despite being offered over $100 a month more than his current pay.

Upon my bringing the set of facts to you, you responded that you could not get involved as it was an issue between contractors. Most respectfully, this is not "an issue between contractors", this is a Base policy that is being violated and has serious security concerns for all stationed at Naval Station Guantanamo.

Elaine, I had voiced my concern to you in the past about leaving Seaward on the base to actively recruit / erode MCM's work force. To allow Seaward to actively plot and attempt to carry out the dissolution of our workforce via telephone, email, and a coercive high pressure one to one verbal pressure campaign is not only wrong but dangerous. If Seaward would resort to these tactics which clearly violate the contract and base policy just to receive financial gain it calls into question what else they would be willing to do for money, particularly with the high profile mission requiring support of the detainee operations at Naval Station Guantanamo. Moving detainees across the bay is a responsibility not to be taken lightly.

I trust that you will fully investigate this matter and enforce all remedies available to you as the Contracting Officer. As the Unified Facilities Guide Specifications (UFGS) for Navy contracts at Naval Station Guantanamo states:

> *"Proselytizing of labor, that is the hiring of Government or Contractor on-base employees by offering higher wages or other amenities, shall not be permitted."*

This regulation exists for a purpose. Seaward's actions have not only caused damages to MCM, but to other contractors at Naval Station Guantanamo and will ultimately increase the cost to the Government. To retain the employees solicited by Seaward, MCM had to exceed the Seaward offer of higher wages and other amenities (the daily food allowance). This increase now must be matched throughout the other MCM contracts on the base for all other foreign nationals. Other contractors at Naval Station Guantanamo must now follow suit. Contracts will now increase in cost due to Seaward's improper action contrary to the Base regulations meant to protect against the disruption caused by the poaching of employees and the associated wage bidding war.

Finally, I cannot stress the disruption that Seaward has caused to our operation and the morale of our personnel. MCM's team of employees has worked together for many years in the past providing excellent service to the Navy. Seaward had been provided notice that MCM's employees were under contract. Instead of honoring the contract terms and providing its own staff, Seaward chose to violate the contract, specifically TE 9. Seaward has implemented a campaign inside of Naval Station Guantanamo of subversion, intimidation, and division. Seaward only had to follow the contract and mobilize its own labor force. Instead Seaward continues to attempt to steal MCM's labor force.

This entire weekend MCM has incurred costs meeting with the employees, reaffirming their commitments, matching the higher wages and amenities offered by Seaward, and reaffirming our employees commitment to the mission all the while attempting to undo the damage caused by Seaward's violation of TE9. I respectfully request that you take immediate and appropriate action as this would provide the certainty that our valued Port Operations employees and their families need. I request that Seaward be advised that no MCM employees at Naval Station Guantanamo can be used by Seaward in its contracts, including those illegally and improperly recruited. I also most respectfully request that you not contribute or enable this improper conduct by approving any MCM employee to work on Seaward's contract. Under the above described conditions, TE 09 requires that poached employees will not be approved to work on Seaward's contract.

As promised in your February 1st email, we relied upon your commitment to enforce the terms of the contract when we agreed to restart our performance when Seaward failed and defaulted. We once again request that you please take the necessary action to stop Seaward's poaching and require it to recruit its own workforce rather than parasitically steal the employees developed, recruited, trained and retained by MCM.

Sincerely,

MUNILLA CONSTRUCTION MANAGEMENT, LLC

Juan Perez
Director of GTMO Operations

cc: Pedro Munilla
Juan Munilla Daniel
Munilla,Esq. Karl F.Dix, Jr.
Esq

Juan Perez

From:	Florence, Elaine J CIV NAVSUP FLC Jacksonville, 220 <elaine.florence@navy.mil> Wednesday, February 1, 2017 9:46
Sent:	AM
To:	Juan Perez
Cc:	Juan Munilla; Pedro R. Munilla; Daniel F. Munilla
Subject:	RE: ONE MONTH OPTION EXTENSION CONTRACT N68836-15-P-0627

Mr. Perez,

My phone conversation and email to you was to request a verbal commitment that MCM would continue to provide essential services for Port Operations at U. S. Naval Station, Guantanamo Bay, Cuba if Seaward Services, Inc. could not. If it is determined that the Government will require service support from MCM, the Contracting Officer will issue a contract modification to extend the services from 1-28 February 2017.

With respect to TE 9, 1.2.1.4 Local Labor, soliciting of foreign nationals is not prohibited. Recruiting of labor and hiring Government or Contractor on-base employees by offering higher wages or other amenities is prohibited. I will ensure Seaward is in compliance with TE 9, 1.2.1.4.

Vr,

Elaine Florence
Contract Specialist
NAVSUP/Fleet Logistics Center
Jacksonville, FL 32212 Phone: (904) 542-1657
Fax: (904) 542-1088

In order to improve the level of service we provide to our customers, we ask that you please rate your level of satisfaction with the contracting services provided to you. You may participate in this survey by clicking on the link below and answering a few short questions regarding our service. This survey is for our government customers only.

Click here for the survey: https://www.neco.navy.mil/contracting/survey.aspx

-----Original Message-----
From: Juan Perez [mailto:jperez@mcm-gtmo.com]
Sent: Wednesday, February 01, 2017 8:36 AM
To: Florence, Elaine J CIV NAVSUP FLC Jacksonville, 220
Cc: Juan Munilla; Pedro R. Munilla; Daniel F. Munilla
Subject: [Non-DoD Source] RE: ONE MONTH OPTION EXTENSION CONTRACT N68836-15-P-0627

Dear Ms. Florence,

Mission first. MCM has and will continue to support the Navy's mission at Guantanamo NS through the operation of the Port Operations Contract as directed by your notice requiring our Port Operations services through at least 28 February 2017. As discussed this morning, MCM will remobilize and continue to perform the mission of Port Operations at Naval Station Guantanamo after Seaward's default pending a contract action funding same.

We respectfully request that during our period of performance, Seaward Services be instructed to stop soliciting our Port Operations Foreign National (FN) personnel or any other personnel in NS GTMO in accordance with TE 9, 1.2.1.4. Local Labor. We have told Seaward that our employees are under contract but they continue to solicit them. We have invested heavily in our skilled local work force and have other work for them if we are not awarded the contract. Of course, if awarded the contract, our employees will continue work at Port Operations and we will staff our other projects with a labor force that we have plans to provide. Seaward should provide their own work force and not illegally poach our workforce to boost their profits.

Please rest assured that MCM will continue to provide the essential services at Naval Station Guantanamo without interruption and we thank you for the opportunity to serve.

Juan Perez MCM
786-277-1466

-----Original Message-----
From: Florence, Elaine J CIV NAVSUP FLC Jacksonville, 220 [mailto:elaine.florence@navy.mil] Sent: Wednesday, February 1, 2017 6:16 AM
To: Juan Perez
Subject: ONE MONTH OPTION EXTENSION CONTRACT N68836-15-P-0627
Importance: High

Good morning Juan,
Please contact me regarding the Government exercising the one-month option extension for the period of 1 -28 February 2017 in the amount of $329,449.08. Funding is still pending, therefore the modification will be issued subject to the availability of funds.

Vr,
Elaine Florence
Contract Specialist
NAVSUP/Fleet Logistics Center
Jacksonville, FL 32212 Phone: (904) 542-1657
Fax: (904) 542-1088

In order to improve the level of service we provide to our customers, we ask that you please rate your level of satisfaction with the contracting services provided to you. You may participate in this survey by clicking on the link below and answering a few short questions regarding our service. This survey is for our government customers only.

Click here for the survey: https://www.neco.navy.mil/contracting/survey.aspx

Florence, Elaine J CIV NAVSUP FLC Jacksonville, 220

From: Stacey, Shawn L. CIV USN GTMO <Shawn.Stacey@gtmo.navy.mil>
Sent: Thursday, March 16, 2017 9:16
To: Florence, Elaine J CIV NAVSUP FLC Jacksonville, 220
Cc: Novotny, Robert E CIV CNRSE, N3; Christoffersen, Chris CIV Commander Navy Region SE
Subject: FW: Scan from a Xerox WorkCentre
Attachments: img-316090332-0001.pdf

Elaine,

Received a phone call from Capt. Marty this morning asking if I could come see him IRT a letter from MCM to two Florida Congressmen. When I got down to his office I was handed three envelopes one addressed to Contracting Officers Representative, Port Operations US Naval Base Guantanamo Bay, Cuba the other two where to Port Operations Officer and to The Commanding Officer. Attached is the content of my letter. I gave LCDR Yeich the other two letters.

Standing By,
Shawn

-----Original Message-----
From: WorkCentre 5325 [mailto:XEROXSCAN1@gtmo.navy.mil]
Sent: Thursday, March 16, 2017 9:04 AM
To: Stacey, Shawn L. CIV USN GTMO
Subject: Scan from a Xerox WorkCentre

Please open the attached document. It was scanned and sent to you using a Xerox WorkCentre.

Number of Images: 4
Attachment File Type: PDF

Device Name: WorkCentre 5325
Device Location:

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http://www.xerox.com/

March 15, 2017

Congressman Carlos Curbelo
US Representative

Via Email

c/o Roy Schultheis, Chief of Staff

Re: Request that you inquire why has NAVSUP-FLC post award, relaxed a Competing Contractor's performance requirements of the mission critical Guantanamo Base Port Operations contract (RFP N68836-16-R-0003) by providing it, first a one (1) month opportunity to cure its default and, when unable to cure within the one month period, providing it an additional three (3) month period to cure its default, for a total 4 month opportunity to cure, all along utilizing MCM to run the critical Port operations (via extensions to MCM's contract).

Dear Honorable Sir:

This is a follow up to our e-mail of February 14th (attached for your ready reference); that e-mail requested you inquire why NAVSUP-FLC relaxed Seaward, a Competing Contractor's performance requirements on the mission critical Guantanamo Base Port Operations contract (RFP N68836-16-R-0003). As explained in that e-mail, Seaward, the Contractor awarded the bid (over MCM's protest) was permitted a period of one month to cure its failure to operate the port as required by the solicitation. After our initial inquiry, amazingly, NAVSUP permitted Seaward an additional 3 months (4 months all together!) to cure Seward's non-compliance. Our request this time is that you investigate the matter and seek to remove it from the NAVSUP-FLC (Jacksonville SE Region) level hands, and into Washington D.C. Below we provide you further background on the current state of affairs.

On November 3, 2016 MCM protested the award of the Guantanamo Port Services contract to Seaward Services before the GAO as Seaward's pricing demonstrated a fundamental misunderstanding of the requirements and the circumstances at Guantanamo Bay. The Navy refused to take corrective action and realistically evaluate the submitted pricing. MCM's protest was not successful at the GAO level so MCM requested judicial review at the Federal Court of Claims. MCM questioned Seaward's understanding of the scope of work as reflected in its pricing. For example, MCM learned during its debriefing that Seaward only proposed $47,980.00 to perform the 30-day transition period which required Seaward to recruit, vet, train and transport 70+ people to the Base besides mobilizing equipment and coordinating with the incumbent the takeover of the port operations. The Navy refused to conduct a price realism analysis and the Court of Federal Claims deferred to the Navy's decision to only compare the prices of the offerors and choose the low price despite the obvious underpricing and misunderstanding of the requirements. MCM highlighted other flaws in Seaward's pricing that will only become apparent later during performance. Again, the Navy refused to consider these problems and only compared prices to choose the lowest one. The Court deferred to the Navy's decision despite MCM's protests.

The Contract provided Seaward 30 days for post award transition into the Port Operations Services contract at Guantanamo. During that transition the contract required Seaward to mobilize a 70+ personnel as well as necessary equipment. Despite having the month of November, December, and January, at 12:00 AM midnight 1 February 2017, the official date of turnover/transition, Seaward only produced 6 people. The resulting chaos was inevitable. The same day, the Guantanamo base supply ship had no tug and Pilot service because of Seaward's failure, and it took 6 hours doing circles out at sea, until it motored in under its own power without Tug or Pilot assistance. Additionally, the base fuel Tanker could not depart until the Navy itself provided line handlers to cast the ship off the dock. MCM was ordered by the Port Operations Commander and Contracting Officer to return and resume operating for an additional 30 days to remedy Seaward's failure. Thankfully, MCM stepped in within hours of Seaward's failure, and as a result, was successfully handled the next day an emergency medical evacuation, transporting an ambulance and patient across Guantanamo Bay with MCM's captains and support personnel manning the mission. MCM continues to successfully perform to this day.

Since February 1st, the Contracting Officer ordered, yet again, that MCM continue operating the Port Services another 3 months. MCM dutifully honored this request, as the Naval Station Guantanamo Port Operations are critical to the various

important missions carried out at the secluded base surrounded by a communist dictatorship. All the while, MCM expected that Navy would faithfully protect and safeguard the American public interest by moving on to award the solicited contract to MCM or re-solicit the requirement. Without precedent, MCM now understands that the Navy has indefinitely allowed Seaward to transition to the contract sometime in June or later. Incredibly, we understand that only two months ago, the Government stood in open Court in January and doggedly argued that Seaward must complete its transition and take over the Port Operations on February 1st to avoid horrendous damage to the Navy's and the public's interests; arguments that the Court apparently relied upon in denying MCM's protest. Apparently, the real reason was to breathe new life into a failing contractor to the detriment of the Navy and public interest while shunning the faithful performance of MCM.

On turnover day, midnight 1 February 2017 Seaward had not mobilized any personnel for contract transition other than 6 temporary EXPATS, and its unrealistic transition price reflected Seaward's intent to poach MCM's personnel who have been faithfully working at Naval Station Guantanamo Port Ops for 18 years. MCM's Project Manager continuously warned the previous COR (Kenneth Rowe) that all MCM FN workers are under POEA contract with MCM and would be transferring to the MCM school project after the Seaward transition was complete on 31 January 2017. The KO, COR, Navy Region Southeast and all Contractors that bid on the contract were aware of MCM's costly investment in vetting, recruiting, training, transporting and retaining its highly-qualified work force. MCM's only compensation for this continuous investment is to efficiently perform work on the base so MCM prudently executed employee attractive agreements to assure their commitment to the Base including Non-Compete provisions. Apparently, Fleet Logistics Center Jacksonville's strategy is to string out MCM to undermine its reassignment of its work force to its other Base work and allow Seaward time to poach the MCM employees.

The poaching of personnel from other contractors at Guantanamo is not permitted under RFP N68836-16-R-0003 Technical Exhibit 9, Special Conditions for Guantanamo Bay, Cuba Projects. Seaward even held an illegal "job fair" prior to its failed takeover and wrongfully advised MCM's personnel, who were under contract, that they should simply quit and work for Seaward. When Seaward failed to take our personnel, Seaward defaulted. Now the Navy at Jacksonville Region SE and Fleet Logistics Center Jacksonville Contracting Officer has afforded Seaward a near indefinite period to cure this default. We have learned that Seaward is trying to take our foreign national personnel using a new labor agent in the Philippines.

We cannot understand the motivation of Navy Region SE in Jacksonville to compromise the interests of its customer ostensibly to "save face." Navy Region SE was the lead in a previous solicitation for the same contract two years ago, where Seaward, once again, was unusually low with an unrealistic price. Apparently, the low pricing reflected drastic cuts to employee compensation to $1 an hour in some instances. In that solicitation effort MCM filed an Agency level protest and the Navy properly took corrective action acknowledging the unreasonably low pricing. MCM stayed to perform through the new solicitation, and the Fleet Logistics Center Jacksonville re-authored the solicitation to its present form. While it is possible that Seaward may perform adequately on other bases, NS Guantanamo Bay is a unique place with distinct challenges. This is why MCM has spent so many years and resources to train and be prepared for the critical port services mission. Our Servicemen at Guantanamo, those handling the Nation's Mission, deserve unwavering successful performance not failures that compromise the Base Mission. Guantanamo's Commanders want a contractor that can perform, not someone who shows up without a workforce.

We ask that you investigate the matter and seek to remove it from the Jacksonville SE Region level hands, and into Washington D.C. We invite you to call the base Commanding Officer, CAPT David Culpepper, and the Port Services Commander, LCDR Timothy Yeich and seek their candid and honest local Guantanamo Mission Operating opinion of what has happened. The right thing to do is to award the contract to MCM or to re-solicit / Re-compete the contract. Stringing along MCM to erode our work force with short-term extensions while encouraging the improper recruitment of contracted employees compromises the integrity of the competitive procurement system, adds uncertainty to all missions at Guantanamo, and potentially compromises the safety of the warfighters and their families stationed at the base. Action is needed.

Respectfully,
MCM

Pedro Munilla

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Rosalyn Lax

From:	Pedro R. Munilla
Sent:	Tuesday, February 14, 2017 10:57 AM
To:	'Carlos Curbelo'
Cc:	'chris@carloscurbelo.com'; 'Roy@Carloscurbelo.com'
Subject:	Request for inquiry as to why NAVFAC has relaxed the Competing Contractor's performance requirements of the mission critical Guantanamo Base Port Operations contract (RFP N68836-16-R-0003) and provided it a month opportunity to cure its default.
Attachments:	20170214 request to Congressman Curbelo.docx

Re: Why has NAVFAC relaxed the Competing Contractor's performance requirements of the mission critical Guantanamo Base Port Operations contract (RFP N68836-16-R-0003) and presumably provided it a month opportunity to cure its default.

Dear Congressman Curbelo:

I write this to respectfully request that you please inquire why NAVSUP FLC relaxed certain solicitation requirements excusing a Contractor's performance failure which caused the Guantanamo Bay Port Operations to shut down, and which shut down was only resolved by NAVSUP FLC's request for Munilla Construction Management (MCM) to temporarily step in. A summary of the history, status of this mission critical contract and support of our request follows:

MCM is a home-grown Miami company run and owned by six Americans (Cuban-born brothers) in the business of building excellence for 35 years. One of our proudest achievements has been to work for NAVSUP FLC running the Port Operations at the Guantanamo Bay Naval Base in the only free part of Cuba, supporting the only US military base wedged into a hostile communist country.

MCM, together with our predecessor are the only private companies to have ever managed the port since the Government outsourced the running of port operations some 15 years ago. The running of the Port Operations is a mission critical lifeline to all at the base. We operate the base with over 80 resident personnel including longtime qualified pilots, craftsmen, and other highly skilled workers. Our trained personnel have been faithfully and fully operating the Guantanamo Bay Port Operations for many years. In 2016 alone, MCM Guantanamo Port Operations conducted 220 ship movements, transported more than 182,000 passengers and 28,000 vehicles on its two ferries, conducted 111 Harbor pilot operations, 61 medical evacuations, and 11 detainee movement operations. It should be noted that all of NAVSUP FLC's evaluations for our Guantanamo Bay Port Operations have been stellar.

Last year the Navy solicited this port operations contract and proposed to award to another contractor. Although disappointed with the Navy's decision (we had questioned the awardee's pricing and ability to perform), we cooperated to transition the work to the other company. However, on the day of turnover (after 30 days of transition), the awardee showed up unprepared with a handful of employees (5-7) and the port was immediately shut down. Faced with the failure of a mission critical contract, and despite having no funding for an extension to our current contract, at the request of the Contracting officer, MCM immediately dove in and restarted port operations.

The Port is open today because MCM is still operating it. These actions were critical, accentuated by an emergency medical evacuation conducted the day MCM re-commenced operations. Thirteen days after the Contractor's performance failure, we are still performing the Work. We are concerned the one month extension was issued to MCM to give the defaulted Contractor the opportunity to cure its breach by granting it extra time to assemble personnel/equipment/lodging etc., that was not afforded to the other bidders. Most respectfully, our servicemen deserve the performance that was required by the solicitation for which we competed for the contract award.

It is important to note that the contract for which our firm competed, which was ultimately awarded to the competing Contractor, **provides that the Navy may terminate for default upon such a catastrophic performance failure.** We cannot understand why the Navy would relax these solicitation requirements to excuse the Contractor's performance failure of shutting down the port and we fear that other requirements may be relaxed as well.

We invested years of salaries, training, recruiting, travel expenses and company management time to cultivate and develop our highly skilled workforce of mechanics, ship captains, rescue swimmers and engineers. Apparently, this Contractor may

have low balled the price to get the work without the required workforce. In fact, he has threatened to sue us for not giving him our employees (these highly valued employees have other work for us on the base, if we do not continue the port operations). The Navy has not released to us a copy of the CURE notice or other documents that were sent to the Contractor upon its failure. We are only asking that we be treated fairly and, more importantly, that the Navy insist upon the service upon which we competed. We would greatly appreciate your help with this critical work.

Thanking you in advance for your anticipated considerations

Sincerely,
MCM
Pedro Munilla

March 15, 2017

Congressman Mario Diaz-Balart
US Representative

Via Email

c/o Miguel Otero, Deputy Chief of Staff

Re: Request that you inquire why has NAVSUP-FLC post award, relaxed a Competing Contractor's performance requirements of the mission critical Guantanamo Base Port Operations contract (RFP N68836-16-R-0003) by providing it, first a one (1) month opportunity to cure its default and, when unable to cure within the one month period, providing it an additional three (3) month period to cure its default, for a total 4 month opportunity to cure, all along utilizing MCM to run the critical Port operations (via extensions to MCM's contract).

Dear Honorable Sir:

This is a follow up to our e-mail of February 14th (attached for your ready reference); that e-mail requested you inquire why NAVSUP-FLC relaxed Seaward, a Competing Contractor's performance requirements on the mission critical Guantanamo Base Port Operations contract (RFP N68836-16-R-0003). As explained in that e-mail, Seaward, the Contractor awarded the bid (over MCM's protest) was permitted a period of one month to cure its failure to operate the port as required by the solicitation. After our initial inquiry, amazingly, NAVSUP permitted Seaward an additional 3 months (4 months all together!) to cure Seward's non-compliance. Our request this time is that you investigate the matter and seek to remove it from the NAVSUP-FLC (Jacksonville SE Region) level hands, and into Washington D.C. Below we provide you further background on the current state of affairs.

On November 3, 2016 MCM protested the award of the Guantanamo Port Services contract to Seaward Services before the GAO as Seaward's pricing demonstrated a fundamental misunderstanding of the requirements and the circumstances at Guantanamo Bay. The Navy refused to take corrective action and realistically evaluate the submitted pricing. MCM's protest was not successful at the GAO level so MCM requested judicial review at the Federal Court of Claims. MCM questioned Seaward's understanding of the scope of work as reflected in its pricing. For example, MCM learned during its debriefing that Seaward only proposed $47,980.00 to perform the 30-day transition period which required Seaward to recruit, vet, train and transport 70+ people to the Base besides mobilizing equipment and coordinating with the incumbent the takeover of the port operations. The Navy refused to conduct a price realism analysis and the Court of Federal Claims deferred to the Navy's decision to only compare the prices of the offerors and choose the low price despite the obvious underpricing and misunderstanding of the requirements. MCM highlighted other flaws in Seaward's pricing that will only become apparent later during performance. Again, the Navy refused to consider these problems and only compared prices to choose the lowest one. The Court deferred to the Navy's decision despite MCM's protests.

The Contract provided Seaward 30 days for post award transition into the Port Operations Services contract at Guantanamo. During that transition the contract required Seaward to mobilize a 70+ personnel as well as necessary equipment. Despite having the month of November, December, and January, at 12:00 AM midnight 1 February 2017, the official date of turnover/transition, Seaward only produced 6 people. The resulting chaos was inevitable. The same day, the Guantanamo base supply ship had no tug and Pilot service because of Seaward's failure, and it took 6 hours doing circles out at sea, until it motored in under its own power without Tug or Pilot assistance. Additionally, the base fuel Tanker could not depart until the Navy itself provided line handlers to cast the ship off the dock. MCM was ordered by the Port Operations Commander and Contracting Officer to return and resume operating for an additional 30 days to remedy Seaward's failure. Thankfully, MCM stepped in within hours of Seaward's failure, and as a result, was successfully handled the next day an emergency medical evacuation, transporting an ambulance and patient across Guantanamo Bay with MCM's captains and support personnel manning the mission. MCM continues to successfully perform to this day.

Since February 1st, the Contracting Officer ordered, yet again, that MCM continue operating the Port Services another 3 months. MCM dutifully honored this request, as the Naval Station Guantanamo Port Operations are critical to the various

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important missions carried out at the secluded base surrounded by a communist dictatorship. All the while, MCM expected that Navy would faithfully protect and safeguard the American public interest by moving on to award the solicited contract to MCM or re-solicit the requirement. Without precedent, MCM now understands that the Navy has indefinitely allowed Seaward to transition to the contract sometime in June or later. Incredibly, we understand that only two months ago, the Government stood in open Court in January and doggedly argued that Seaward must complete its transition and take over the Port Operations on February 1st to avoid horrendous damage to the Navy's and the public's interests; arguments that the Court apparently relied upon in denying MCM's protest. Apparently, the real reason was to breathe new life into a failing contractor to the detriment of the Navy and public interest while shunning the faithful performance of MCM.

On turnover day, midnight 1 February 2017 Seaward had not mobilized any personnel for contract transition other than 6 temporary EXPATS, and its unrealistic transition price reflected Seaward's intent to poach MCM's personnel who have been faithfully working at Naval Station Guantanamo Port Ops for 18 years. MCM's Project Manager continuously warned the previous COR (Kenneth Rowe) that all MCM FN workers are under POEA contract with MCM and would be transferring to the MCM school project after the Seaward transition was complete on 31 January 2017. The KO, COR, Navy Region Southeast and all Contractors that bid on the contract were aware of MCM's costly investment in vetting, recruiting, training, transporting and retaining its highly-qualified work force. MCM's only compensation for this continuous investment is to efficiently perform work on the base so MCM prudently executed employee attractive agreements to assure their commitment to the Base including Non-Compete provisions. Apparently, Fleet Logistics Center Jacksonville's strategy is to string out MCM to undermine its reassignment of its work force to its other Base work and allow Seaward time to poach the MCM employees.

The poaching of personnel from other contractors at Guantanamo is not permitted under RFP N68836-16-R-0003 Technical Exhibit 9, Special Conditions for Guantanamo Bay, Cuba Projects. Seaward even held an illegal "job fair" prior to its failed takeover and wrongfully advised MCM's personnel, who were under contract, that they should simply quit and work for Seaward. When Seaward failed to take our personnel, Seaward defaulted. Now the Navy at Jacksonville Region SE and Fleet Logistics Center Jacksonville Contracting Officer has afforded Seaward a near indefinite period to cure this default. We have learned that Seaward is trying to take our foreign national personnel using a new labor agent in the Philippines.

We cannot understand the motivation of Navy Region SE in Jacksonville to compromise the interests of its customer ostensibly to "save face." Navy Region SE was the lead in a previous solicitation for the same contract two years ago, where Seaward, once again, was unusually low with an unrealistic price. Apparently, the low pricing reflected drastic cuts to employee compensation to $1 an hour in some instances. In that solicitation effort MCM filed an Agency level protest and the Navy properly took corrective action acknowledging the unreasonably low pricing. MCM stayed to perform through the new solicitation, and the Fleet Logistics Center Jacksonville re-authored the solicitation to its present form. While it is possible that Seaward may perform adequately on other bases, NS Guantanamo Bay is a unique place with distinct challenges. This is why MCM has spent so many years and resources to train and be prepared for the critical port services mission. Our Servicemen at Guantanamo, those handling the Nation's Mission, deserve unwavering successful performance not failures that compromise the Base Mission. Guantanamo's Commanders want a contractor that can perform, not someone who shows up without a workforce.

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Pedro Munilla

Rosalyn Lax

From:	Pedro R. Munilla
Sent:	Tuesday, February 14, 2017 10:44 AM
To:	'miguel.otero@mail.house.gov'
Subject:	request that you inquire Why NAVFAC has relaxed the Competing Contractor's performance requirements of the mission critical Guantanamo Base Port Operations contract (RFP N68836-16-R-0003) and presumably provided it a month opportunity to cure its default.
Attachments:	20170214 request to Congressman Diaz-Balart.docx
Importance:	High

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