

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 1 54	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER S-CO200-09-Q-0008	
6. SOLICITATION ISSUE DATE June 3, 2009		7. FOR SOLICITATION INFORMATION CALL		a. NAME William F. Harrison/ Hernando Castillo		b. TELEPHONE NUMBER(No collect calls) 571-383-2238/ 2291	
8. OFFER DUE DATE/ LOCAL TIME July 7, 2009		9. ISSUED BY American Embassy – Bogota General Services Office Carrera 45 No. 24B-27 Bogota D.C., Colombia		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
12. DISCOUNT TERMS		15. DELIVER TO Same as Block #9		16. ADMINISTERED BY Same as Block #		17a. CONTRACTOR/ CODE FACILIT	
18a. PAYMENT WILL BE MADE BY American Embasssy – Bogota Finance & Management Office Carrera 45 No. 24B-27 Bogota D.C.		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
23. UNIT PRICE		24. AMOUNT					
1		OpenNet – VPN		12		Month	
2		DIN - Embassy – Agencies		12		Month	
3		OpenNet - Cartagena		12		Month	
4		OpenNet State/ NAS Warehouse		12		Month	
5		OpenNet NAS Aravi		12		Month	
6		Internet NAS/CNP		12		Month	
7		Internet NAS/NAU		12		Month	
8		Internet NAS/C26 Intel		12		Month	
		16% VAT (Use Reverse and/or Attach Additional Sheets as Necessary)		1		EA	
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or Print)		31c. DATE SIGNED	
				William F. Harrison			

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

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

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

38. S/R ACCOUNT NO.	39. S/R VOUCHER NO.	40. PAID BY
---------------------	---------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (PRINT)
	42b. RECEIVED AT (Location)
	42c. DATE REC'D (YY/MM/DD) 42d. TOTAL CONTAINERS
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE

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STANDARD FORM 1449 (REV. 4/2002) BACK

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SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449, RFQ NUMBER S-CO200-09-Q-0008

PRICES, BLOCK 23

I. Scope of Services

The contractor shall complete all work, including furnishing all labor, material, equipment, and services, unless otherwise specified herein, required under this contract for stated services within the time specified herein. The price listed below shall include all labor, materials, overhead, and profit. In consideration of satisfactory performance of all scheduled services required under this contract, the contractor shall be paid a firm fixed-price for all services.

II. Base Period

The contract will be for a one-year period from the date of the contract award and a notice to proceed with two (2) option years.

1. The Contractor shall furnish all engineering, labor, tools, equipment, materials, supplies and services to provide the required circuit as specified under Section 1, hereof:

2. Prices. In consideration of satisfactory performance of the services required under this contract, the Contractor shall be paid a firm fixed-price (FFP) per month as stated in the schedule below in Colombian Pesos PS\$.

2.1. The firm fixed-prices are in Colombian Pesos \$:

Contract Line Item #	Description of Services	Number of Months	Monthly Price PS\$	Total Firm Fixed Price PS\$
1	OpenNet - VPN OpenNet Plus (VPN through the Internet) at the U.S. Embassy Bogota. One (1) dedicated Internet channel at minimum 10,240 Kbps (10Mbps) providing fault tolerance in the last mile. HSRP protocol is required.	12		
2	DIN - Embassy - Agencies Dedicated Internet Network for all Embassy Agencies at the U.S. Embassy Bogota. One (1) dedicated Internet channel at minimum 4,096 Kbps (4Mbps).	12		

3	OpenNet - Cartagena OpenNet Plus at the U.S. Embassy branch office in Cartagena. One (1) dedicated data channel point-to-point between the U.S. Embassy Bogota and the U.S. Embassy branch office in Cartagena; digital bandwidth must be a minimum of 2,048Kbps.	12		
4	OpenNet State/ NAS Warehouse OpenNet Plus at the U.S. Embassy NAS Warehouse. One (1) dedicated data channel point-to-point between the U.S. Embassy Bogota and the U.S. Embassy NAS Warehouse; digital bandwidth must be a minimum of 2,048Kbps.	12		
5	OpenNet NAS Aravi OpenNet Plus at the U.S. Embassy NAS Aravi Office. One (1) dedicated data channel point-to-point between the U.S. Embassy Bogota and the U.S. Embassy NAS Aravi Office; digital bandwidth must be a minimum of 2,048Kbps.	12		
6	Internet NAS/CNP Dedicated Internet Chanel for Colombian National Police. One (1) dedicated Internet Chanel. Digital bandwidth must be at a minimum of 512 Kbps.	12		
7	Internet NAS/NAU Dedicated Internet Chanel for Narcotics Affairs Section. One (1) dedicated Internet Chanel. Digital bandwidth must be at a minimum of 1200 Kbps. – CILA Project.	12		
8	Internet NAS/C26 Intel Dedicated Internet Chanel for Narcotics Affairs Section. One (1) dedicated Internet Chanel. Digital bandwidth must be at a minimum of 2048 Kbps.	12		
Sub-Total				
Plus 16% VAT				
Grand Total				

III First Option Year

1. The Contractor shall furnish all engineering, labor, tools, equipment, materials, supplies and services to provide the required circuit as specified under Section 1, hereof:

2. Prices. In consideration of satisfactory performance of the services required under this contract, the Contractor shall be paid a firm fixed-price (FFP) per month as stated in the schedule below in Colombian Pesos PS\$.

2.1. The firm fixed-prices are in Colombian Pesos \$:

Contract Line Item #	Description of Services	Number of Months	Monthly Price PS\$	Total Firm Fixed Price PS\$
1	OpenNet - VPN OpenNet Plus (VPN through the Internet) at the U.S. Embassy Bogota. One (1) dedicated Internet channel at minimum 10,240 Kbps (10Mbps) providing fault tolerance in the last mile. HSRP protocol is required.	12		
2	DIN - Embassy - Agencies Dedicated Internet Network for all Embassy Agencies at the U.S. Embassy Bogota. One (1) dedicated Internet channel at minimum 4,096 Kbps (4Mbps).	12		
3	OpenNet - Cartagena OpenNet Plus at the U.S. Embassy branch office in Cartagena. One (1) dedicated data channel point-to-point between the U.S. Embassy Bogota and the U.S. Embassy branch office in Cartagena; digital bandwidth must be a minimum of 2,048Kbps.	12		
4	OpenNet State/ NAS Warehouse OpenNet Plus at the U.S. Embassy NAS Warehouse. One (1) dedicated data channel point-to-point between the U.S. Embassy Bogota and the U.S. Embassy NAS Warehouse; digital bandwidth must be a minimum of 2,048Kbps.	12		

5	OpenNet NAS Aravi OpenNet Plus at the U.S. Embassy NAS Aravi Office. One (1) dedicated data channel point-to-point between the U.S. Embassy Bogota and the U.S. Embassy NAS Aravi Office; digital bandwidth must be a minimum of 2,048Kbps.	12		
6	Internet NAS/CNP Dedicated Internet Chanel for Colombian National Police. One (1) dedicated Internet Chanel. Digital bandwidth must be at a minimum of 512 Kbps.	12		
7	Internet NAS/NAU Dedicated Internet Chanel for Narcotics Affairs Section. One (1) dedicated Internet Chanel. Digital bandwidth must be at a minimum of 1200 Kbps. – CILA Project.	12		
8	Internet NAS/C26 Intel Dedicated Internet Chanel for Narcotics Affairs Section. One (1) dedicated Internet Chanel. Digital bandwidth must be at a minimum of 2048 Kbps.	12		
Sub-Total				
Plus 16% VAT				
Grand Total				

IV Second Option Year

1. The Contractor shall furnish all engineering, labor, tools, equipment, materials, supplies and services to provide the required circuit as specified under Section 1, hereof:

2. Prices. In consideration of satisfactory performance of the services required under this contract, the Contractor shall be paid a firm fixed-price (FFP) per month as stated in the schedule below in Colombian Pesos PS\$.

- 2.1. The firm fixed-prices are in Colombian Pesos \$:

Contract Line Item #	Description of Services	Number of Months	Monthly Price PS\$	Total Firm Fixed Price PS\$
1	OpenNet - VPN OpenNet Plus (VPN through the Internet) at the U.S. Embassy Bogota. One (1) dedicated Internet channel at minimum 10,240 Kbps (10Mbps) providing fault tolerance in the last mile. HSRP protocol is required.	12		
2	DIN - Embassy - Agencies Dedicated Internet Network for all Embassy Agencies at the U.S. Embassy Bogota. One (1) dedicated Internet channel at minimum 4,096 Kbps (4Mbps).	12		
3	OpenNet - Cartagena OpenNet Plus at the U.S. Embassy branch office in Cartagena. One (1) dedicated data channel point-to-point between the U.S. Embassy Bogota and the U.S. Embassy branch office in Cartagena; digital bandwidth must be a minimum of 2,048Kbps.	12		
4	OpenNet State/ NAS Warehouse OpenNet Plus at the U.S. Embassy NAS Warehouse. One (1) dedicated data channel point-to-point between the U.S. Embassy Bogota and the U.S. Embassy NAS Warehouse; digital bandwidth must be a minimum of 2,048Kbps.	12		
5	OpenNet NAS Aravi OpenNet Plus at the U.S. Embassy NAS Aravi Office. One (1) dedicated data channel point-to-point between the U.S. Embassy Bogota and the U.S. Embassy NAS Aravi Office; digital bandwidth must be a minimum of 2,048Kbps.	12		
6	Internet NAS/CNP Dedicated Internet Channel for Colombian National Police. One (1) dedicated Internet Channel. Digital bandwidth must be at a minimum of 512 Kbps.	12		

7	Internet NAS/NAU Dedicated Internet Chanel for Narcotics Affairs Section. One (1) dedicated Internet Chanel. Digital bandwidth must be at a minimum of 1200 Kbps. – CILA Project.	12		
8	Internet NAS/C26 Intel Dedicated Internet Chanel for Narcotics Affairs Section. One (1) dedicated Internet Chanel. Digital bandwidth must be at a minimum of 2048 Kbps.	12		
Sub-Total				
Plus 16% VAT				
Grand Total				

Grand Total Contract Price, including all Option Years:

Base Period: PS\$ _____

First Option Year: PS\$ _____

Second Option Year: PS\$ _____

Grand total Firm-Fixed Price for Base Year plus all option Years: PS\$ _____

The Department requests the contractor to provide pricing for future increases/decreases in circuit bandwidth. These prices are subject to reevaluation at the time of request by Department of State for a change in the service provided under this contract.

The Department reserves the right to validate all pricing data against current industry trends for similar services for all future modifications to increase or decrease required bandwidth.

CONTINUATION TO SF-1449, RFQ NUMBER S-CO200-09-Q-0008
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

I. Scope of Work

The purpose of this firm fixed price purchase order is to obtain VPN and Internet Services for the U.S. Embassy – Bogota and the U.S. Embassy Branch Office in Cartagena.

The local Telecommunication's Internet Service Provider (ISP) contracting firm must provide internet services and dedicated leased line channels for connecting American Embassy Bogota and remote U.S. Embassy Annex locations data links as shown below in this technical paper.

This is the list of required services:

1. Service: OpenNet-VPN

Name: OpenNet Plus (VPN thought the Internet) at the U.S. Embassy Bogota.

Description: One (1) dedicated Internet channel at minimum 10,240 Kbps (10Mbps) providing fault tolerance in the last mile. HSRP protocol is required.

Type of Service: Dedicated Internet Channel

Location: U.S Embassy Bogota located at Cra 45 No. 24B – 27, Bogota, D.C.

The provided Internet Service must comply with the following requirements:

Internet Services Quality.

- Internet Service Provider (ISP) must provide dedicated leased channel high-speed access to the Internet; data transport media must be fiber optic. Twenty-four (24) hours uplink. Post Internet Service Provider (ISP) connection must be "always on", and must not require the installation of any custom software on the client side.
- Internet Service Provider (ISP) digital bandwidth is the amount or volume of data that may be sent through the channel, measured in kilobits per second (Kbps), without distortion. Required Bandwidth connection is defined in each service description.
- For Internet Services the Internet Service Provider (ISP) must guarantee full contracted bandwidth availability 24X7X365 from the originator side to the ISP's internet gateway. Bandwidth sharing between other non-Embassy customers is not allowed. Connection Ratio must be 1/1.
- Internet Service or data service transmission from the originating information server towards an end server is referred to as downstream; and a transmission from an end user towards the remote server is referred to as upstream; Post Internet Service Provider (ISP)

Contention Ratio (downstream / upstream) must be 1:1 /1:1.

- Internet Service Provider (ISP) must provide excellent Quality of Service (QOS) for the connection, that represents the level of consistent download capacity provided, must be the higher QOS percentage possible but, at minimum, greater than 99.97% or the highest possible quality of service connection reaching 100%.
- Internet Service Provider (ISP) Round Trip Time (RTT) reports the total time in milliseconds (ms) time to send a small data packet and obtain a reply back; must be the faster than 100ms for the Round Trip Time (RTT) for internet service. Also, RTT must be faster than 7ms for local data services (for instance: point-to-point channels or web pages accessed through the Colombian Network Access Point (NAP)).
- Internet Service Provider (ISP) must permit the transit of all Internet Protocol (IP) protocols (especially IPsec), all User Datagram Protocol (UDP) protocols, and all Transmission Control Protocol (TCP) protocol. Filters or sniffers must not be established, connected, or introduced by the ISP for any Embassy channels. If there are any existing filters, sniffers, restrictions, or proxies, they must be identified, and removed prior lease line circuit installation.
- Internet Service Provider (ISP) must provide detailed network topology map that shows all possible paths ISP use for the internet traffic between ISP hub in Bogota and the ISP hub in USA.
- Internet Service Provider (ISP) must have redundancy in the Internet backbone between Colombia and USA. For instance, If NAP Colombia backbone fail, NAP Americas (ARCOS), NAP Sprint (MAYA), or any other alternate backbone paths shall be available.
- Internet Service Provider (ISP) must provide fault-tolerance Fiber Optic connectivity to the very end at the U.S. Embassy Bogota compound Telecommunications Service Entrance Facilities (TSEF) Room. For instance, Embassy ducts entrances are: Puente-Aranda and Esperanza Av. to the U.S. Embassy Bogota TSEF room.

Network Identification.

- Internet Service Provider (ISP) must provide a block of sixteen (32) public internet IP addresses on a single subnet for Internet services.
- Internet Service Provider (ISP) must provide IP addresses used to identify the single subnet address in Classless Inter-Domain Routing address specification (Network IP address / 27) or, equivalently, its subnet mask 255.255.255.224, and ISP Gateway IP addresses (virtual IP addresses).

Network Devices.

The network devices shall comply with the following characteristics:

- Services provided by the Internet Service Provider (ISP) must be delivered with RJ-45 interface connectors with a 10/100baseT interface.
- Internet Service Provider (ISP) must provide routers and Data media converters or transmission devices in all cases.
- Power standard sources must be dual voltage (110v/60hz and 220v/50hz)
- Devices must be Rack mountable in a standard Commercial off-the-shelf (COTS) rack.
- One separate or individual physical interface connector is required per service.

Service Support and contingencies.

- The awarded ISP must warrant service support 7X24X365.
- The vendor must warrant service support on site if necessary 7X24X365, services must be coordinated directly with Embassy's Contracting Office Representative (COR) or Information Technology (IT) representative from the Embassy Information Systems Center (ISC).
- Expected service availability and reliability must be at minimum 99.97%.
- The awarded vendor must install a redundant cable or Fiber Optic infrastructure known as backup line with channel state inspection mechanism, in order to verify service connectivity and provide immediate lease line backup connectivity services to the Embassy.
- The awarded ISP must have direct connection capability with major United States of America (U.S.A) telecommunication providers (ISPs) at Internet tier 1 level, having alternative line channels or backups in case of main Internet path malfunctioning.
- The awarded ISP must provide on line web access data traffic analysis graphs capabilities. Graphs must be updated on a daily basis. Graphs must retain traffic history behavior for at least one year.
- The awarded ISP must provide a central Information Technology (IT) point of contact (POC) in order to promptly coordinate technical issues during the initial installation process.

2. Service: DIN – Embassy - Agencies

Name: Dedicated Internet Network for all Embassy Agencies at the U.S. Embassy Bogota.

Description: One (1) dedicated Internet channel at minimum 4,096 Kbps (4Mbps).

Type of Service: Dedicated Internet Channel

Location: U.S Embassy Bogota located at Cra 45 No. 24B – 27, Bogota, D.C.

All provided Internet Services and data point-to-point connections must comply with the following requirements (except when specified):

Internet Services Quality.

- Internet Service Provider (ISP) must provide dedicated leased channel high-speed access to the Internet; data transport media must be fiber optic. Twenty-four (24) hours uplink. Post Internet Service Provider (ISP) connection must be "always on", and must not require the installation of any custom software on the client side.
- Internet Service Provider (ISP) digital bandwidth is the amount or volume of data that may be sent through the channel, measured in kilobits per second (Kbps), without distortion. Required Bandwidth connection is defined in each service description.
- For Internet Services the Internet Service Provider (ISP) must guarantee full contracted bandwidth availability 24X7X365 from the originator side to the ISP's internet gateway. Bandwidth sharing between other non-Embassy customers is not allowed. Connection Ratio must be 1/1.
- Internet Service or data service transmission from the originating information server towards an end server is referred to as downstream; and a transmission from an end user towards the remote server is referred as upstream; Post Internet Service Provider (ISP) Contention Ratio (downstream / upstream) must be 1:1 /1:1.
- Internet Service Provider (ISP) must provide excellent Quality of Service (QOS) for the connection, that represents the level of consistent download capacity provided, must be the higher QOS percentage possible but, at minimum, greater than 99.97% or the highest possible quality of service connection reaching 100%.
- Internet Service Provider (ISP) Round Trip Time (RTT) reports the total time in milliseconds (ms) time to send a small data packet and obtain a reply back; must be the faster than 100ms for the Round Trip Time (RTT) for internet service. Also, RTT must be faster than 7ms for local data services (for instance: point-to-point channels or web pages accessed through the Colombian Network Access Point (NAP)).
- Internet Service Provider (ISP) must permit the transit of all Internet Protocol (IP) protocols (especially IPsec), all User Datagram Protocol (UDP) protocols, and all Transmission Control Protocol (TCP) protocol. Filters or sniffers must not be established, connected, or introduced by the ISP for any Embassy channels. If there are any existing filters, sniffers, restrictions, or proxies, they must be identified, and removed prior lease line circuit installation.
- Internet Service Provider (ISP) must provide detailed network topology map that shows

all possible paths ISP use for the internet traffic between ISP hub in Bogota and the ISP hub in USA.

- Internet Service Provider (ISP) must have redundancy in the internet backbone between Colombia and USA. For instance, If NAP Colombia backbone fail, NAP Americas (ARCOS), NAP Sprint (MAYA), or any other alternate backbone paths shall be available.
- ISP must provide Fiber Optic connectivity to the very end at the U.S. Embassy Bogota compound Telecommunications Service Entrance Facilities (TSEF) Room. (For instance: Puente-Aranda or Esperanza ducts to the U.S. Embassy Bogota TSEF room).

Network Identification.

- Internet Service Provider (ISP) connection must provide a block of one hundred twenty eight (128) static IP Addresses on a single subnet.
- Internet Service Provider (ISP) must provide IP addresses used to identify the single subnet address in Classless Inter-Domain Routing address specification (Network IP address / 25) or, equivalently, its subnet mask 255.255.255.128, and ISP Gateway IP address.

Network Devices.

The network devices shall comply with the following characteristics:

- Services provided by the Internet Service Provider (ISP) must be delivered with RJ-45 interface connectors with a 10/100baseT interface.
- Internet Service Provider (ISP) must provide router(s) and Data media converters or transmission devices in all cases.
- Power standard sources must be dual voltage (110v/60hz and 220v/50hz).
- Devices must be Rack mountable in a standard Commercial off-the-shelf (COTS) rack.
- One separate or individual physical interface connector is required per service.

Service Support and contingencies.

- The awarded ISP must warrant service support 7X24X365.
- The vendor must warrant service support on site if necessary 7X24X365, services must be coordinated directly with Embassy's Contracting Office Representative (COR) or Information Technology (IT) representative from the Embassy Information Systems Center (ISC).
- Expected service availability and reliability must be at minimum 99.97%.

- The awarded vendor must install a redundant cable or Fiber Optic infrastructure known as backup line with channel state inspection mechanism, in order to verify service connectivity and provide immediate lease line backup connectivity services to the Embassy.
- The awarded ISP must have direct connection capability with major United States of America (U.S.A) telecommunication providers (ISPs) at Internet tier 1 level, having alternative line channels or backups in case of main Internet path malfunctioning.
- The awarded ISP must provide on line web access data traffic analysis graphs capabilities. Graphs must be updated on a daily basis. Graphs must retain traffic history behavior for at least one year.
- The awarded ISP must provide a central Information Technology (IT) point of contact (POC) in order to promptly coordinate technical issues during the initial installation process.

3. Service: OpenNet-Cartagena

Name: OpenNet Plus at the U.S. Embassy branch office in Cartagena.

Description: One (1) dedicated data channel point-to-point between the U.S. Embassy Bogota and the U.S. Embassy branch office in Cartagena; digital bandwidth must be a minimum of 2,048Kbps.

Type of Service: Point-to-Point / Clear channel.

Location: *Site A:* U.S Embassy Bogota located at Cra. 45 No. 24b – 27, Bogota, D.C.

Site B: U.S. Embassy branch office in Cartagena located at Calle 13b No. 26-78 Piso 5 Edificio Inteligente Chambacú., Cartagena.

The provided Internet Service and data point-to-point connections must comply with the following requirements:

Internet Services Quality.

- Internet Service Provider (ISP) must provide dedicated leased Point-to-Point / Clear channel; data transport media must be fiber optic. Twenty-four (24) hours uplink. Post Internet Service Provider (ISP) connection must be "always on", and must not require the installation of any custom software on the client side.
- Internet Service Provider (ISP) digital bandwidth is the amount or volume of data that may be sent through the channel, measured in kilobits per second (Kbps), without distortion. Required Bandwidth connection is defined in each service description.
- For Internet Services the Internet Service Provider (ISP) must guarantee full

contracted bandwidth availability 24X7X365 from the originator side to the ISP's gateway. Bandwidth sharing between other non-Embassy customers is not allowed. Connection Ratio must be 1/1.

- Internet Service Provider (ISP) Round Trip Time (RTT) reports the total time in milliseconds (ms) time to send a small data packet and obtain a reply back; must be the faster than 100ms for the Round Trip Time (RTT) for internet service. Also, RTT must be faster than 7ms for local data services.
- Internet Service Provider (ISP) must permit the transit of all Internet Protocol (IP) protocols (especially IPSec), all User Datagram Protocol (UDP) protocols, and all Transmission Control Protocol (TCP) protocol. Filters or sniffers must not be established, connected, or introduced by the ISP for any Embassy channels. If there are any existing filters, sniffers, restrictions, or proxies, they must be identified, and removed prior lease line circuit installation.
- Internet Service Provider (ISP) must have redundancy in the internet backbone between Bogota and Cartagena.
- Internet Service Provider (ISP) must provide Fiber Optic connectivity to the very end at the U.S. Embassy Bogota compound Telecommunications Service Entrance Facilities (TSEF) Room. (For instance: Puente-Aranda or Esperanza ducts to the U.S. Embassy Bogota TSEF room).

Network Devices.

The network devices shall comply with the following characteristics:

- Services provided by the Internet Service Provider (ISP) must be delivered with RJ-45 interface connectors with a 10/100baseT interface.
- Internet Service Provider (ISP) must provide all data media converters or transmission devices in all cases.
- Power standard sources must be dual voltage (110v/60hz and 220v/50hz).
- Devices must be Rack mountable in a standard Commercial off-the-shelf (COTS) rack.
- One separate or individual physical interface connector is required per service.
- No router is required.

Service Support and contingencies.

- The awarded ISP must warrant service support 7X24X365.
- The vendor must warrant service support on site if necessary 7X24X365, services must be coordinated directly with Embassy's Contracting Office Representative (COR) or Information Technology (IT) representative from the Embassy Information Systems Center (ISC).
- Expected service availability and reliability must be at minimum 99.97%.
- The awarded ISP must provide on line web access data traffic analysis graphs capabilities. Graphs must be updated on a daily basis. Graphs must retain traffic history behavior for at least one year.
- The awarded ISP must provide a central Information Technology (IT) point of contact (POC) in order to promptly coordinate technical issues during the initial installation process.

4. Service: OpenNet State/NAS Warehouse

Name: OpenNet Plus at the U.S. Embassy NAS Warehouse

Description: One (1) dedicated data channel point-to-point between the U.S. Embassy Bogota and the U.S. Embassy NAS Warehouse; digital bandwidth must be a minimum of 2,048Kbps

Type of Service: Point-to-Point / Clear channel.

Location: *Site A:* U.S Embassy Bogota located at Cra. 45 No. 24b – 27, Bogota, D.C.

Site B: STATE/NAS Warehouse located at Calle 23B No. 32 – 62 Bogotá.

The provided Internet Service and data point-to-point connections must comply with the following requirements:

Internet Services Quality.

- Internet Service Provider (ISP) must provide dedicated leased Point-to-Point / Clear channel; data transport media must be fiber optic. Twenty-four (24) hours uplink. Post Internet Service Provider (ISP) connection must be "always on", and must not require the installation of any custom software on the client side.

- Internet Service Provider (ISP) digital bandwidth is the amount or volume of data that may be sent through the channel, measured in kilobits per second (Kbps), without

distortion. Required Bandwidth connection is defined in each service description.

- For Internet Services the Internet Service Provider (ISP) must guarantee full contracted bandwidth availability 24X7X365 from the originator side to the ISP's gateway. Bandwidth sharing between other non-Embassy customers is not allowed. Connection Ratio must be 1/1.
- Internet Service Provider (ISP) Round Trip Time (RTT) reports the total time in milliseconds (ms) time to send a small data packet and obtain a reply back; must be the faster than 100ms for the Round Trip Time (RTT) for internet service. Also, RTT must be faster than 7ms for local data services.
- Internet Service Provider (ISP) must permit the transit of all Internet Protocol (IP) protocols (especially IPSec), all User Datagram Protocol (UDP) protocols, and all Transmission Control Protocol (TCP) protocol. Filters or sniffers must not be established, connected, or introduced by the ISP for any Embassy channels. If there are any existing filters, sniffers, restrictions, or proxies, they must be identified, and removed prior lease line circuit installation.
- Internet Service Provider (ISP) must have redundancy in the internet backbone between Bogota and Cartagena.
- Internet Service Provider (ISP) must provide Fiber Optic connectivity to the very end at the U.S. Embassy Bogota compound Telecommunications Service Entrance Facilities (TSEF) Room. (For instance: Puente-Aranda or Esperanza ducts to the U.S. Embassy Bogota TSEF room).

Network Devices.

The network devices shall comply with the following characteristics:

- Services provided by the Internet Service Provider (ISP) must be delivered with RJ-45 interface connectors with a 10/100baseT interface.
- Internet Service Provider (ISP) must provide all data media converters or transmission devices in all cases.
- Power standard sources must be dual voltage (110v/60hz and 220v/50hz).
- Devices must be Rack mountable in a standard Commercial off-the-shelf (COTS) rack.
- One separate or individual physical interface connector is required per service.
- No router is required.

Service Support and contingencies.

- The awarded ISP must warrant service support 7X24X365.
- The vendor must warrant service support on site if necessary 7X24X365, services must be coordinated directly with Embassy's Contracting Office Representative (COR) or Information Technology (IT) representative from the Embassy Information Systems Center (ISC).
- Expected service availability and reliability must be at minimum 99.97%.
- The awarded ISP must provide on line web access data traffic analysis graphs capabilities. Graphs must be updated on a daily basis. Graphs must retain traffic history behavior for at least one year.
- The awarded ISP must provide a central Information Technology (IT) point of contact (POC) in order to promptly coordinate technical issues during the initial installation process.

5. Service: OpenNet NAS Aravi

Name: OpenNet Plus at the U.S. Embassy NAS Aravi Office

Description: One (1) dedicated data channel point-to-point between the U.S. Embassy Bogota and the U.S. Embassy NAS Aravi Office; digital bandwidth must be a minimum of 2,048Kbps

Type of Service: Point-to-Point / Clear channel.

Location: *Site A:* U.S Embassy Bogota located at Cra. 45 No. 24b – 27, Bogota, D.C.

Site B: NAS ARAVI Office located at Autopista Norte, Kilómetro 16, Vía Guaymaral – Hangar2 (Bogota).

The provided Internet Service and data point-to-point connections must comply with the following requirements:

Internet Services Quality.

- Internet Service Provider (ISP) must provide dedicated leased Point-to-Point / Clear channel; data transport media must be fiber optic. Twenty-four (24) hours uplink. Post Internet Service Provider (ISP) connection must be "always on", and must not require the installation of any custom software on the client side.

- Internet Service Provider (ISP) digital bandwidth is the amount or volume of data that may be sent through the channel, measured in kilobits per second (Kbps), without distortion. Required Bandwidth connection is defined in each service description.

- For Internet Services the Internet Service Provider (ISP) must guarantee full contracted bandwidth availability 24X7X365 from the originator side to the ISP's gateway. Bandwidth sharing between other non-Embassy customers is not allowed. Connection Ratio must be 1/1.
- Internet Service Provider (ISP) Round Trip Time (RTT) reports the total time in milliseconds (ms) time to send a small data packet and obtain a reply back; must be the faster than 100ms for the Round Trip Time (RTT) for internet service. Also, RTT must be faster than 7ms for local data services.
- Internet Service Provider (ISP) must permit the transit of all Internet Protocol (IP) protocols (especially IPSec), all User Datagram Protocol (UDP) protocols, and all Transmission Control Protocol (TCP) protocol. Filters or sniffers must not be established, connected, or introduced by the ISP for any Embassy channels. If there are any existing filters, sniffers, restrictions, or proxies, they must be identified, and removed prior lease line circuit installation.
- Internet Service Provider (ISP) must have redundancy in the internet backbone between Bogota and Cartagena.
- Internet Service Provider (ISP) must provide Fiber Optic connectivity to the very end at the U.S. Embassy Bogota compound Telecommunications Service Entrance Facilities (TSEF) Room. (For instance: Puente-Aranda or Esperanza ducts to the U.S. Embassy Bogota TSEF room).

Network Devices.

The network devices shall comply with the following characteristics:

- Services provided by the Internet Service Provider (ISP) must be delivered with RJ-45 interface connectors with a 10/100baseT interface.
- Internet Service Provider (ISP) must provide all data media converters or transmission devices in all cases.
- Power standard sources must be dual voltage (110v/60hz and 220v/50hz).
- Devices must be Rack mountable in a standard Commercial off-the-shelf (COTS) rack.
- One separate or individual physical interface connector is required per service.
- No router is required.

Service Support and contingencies.

- The awarded ISP must warrant service support 7X24X365.
- The vendor must warrant service support on site if necessary 7X24X365, services must be coordinated directly with Embassy's Contracting Office Representative (COR) or Information Technology (IT) representative from the Embassy Information Systems Center (ISC).
- Expected service availability and reliability must be at minimum 99.97%.
- The awarded ISP must provide on line web access data traffic analysis graphs capabilities. Graphs must be updated on a daily basis. Graphs must retain traffic history behavior for at least one year.
- The awarded ISP must provide a central Information Technology (IT) point of contact (POC) in order to promptly coordinate technical issues during the initial installation process.

6. Service: Internet NAS/CNP

Name: Dedicated Internet Chanel for Colombian National Police

Description: One (1) dedicated Internet Chanel. Digital bandwidth must be at a minimum of 512 Kbps.

Type of Service: Dedicated Internet Channel

Location: Colombian National Police, Administrative Building Located at El Dorado Airport (CATAM).

7. Service: Internet NAS/NAU

Name: Dedicated Internet Chanel for Narcotics Affairs Section

Description: One (1) dedicated Internet Chanel. Digital bandwidth must be at a minimum of 1200 Kbps. – CILA Project.

Type of Service: Dedicated Internet Channel

Location: El Dorado Airport (CATAM). NAS/NAU Eradication Hangar 19.

8. Service: Internet NAS/C26Intel

Name: Dedicated Internet Chanel for Narcotics Affairs Section

Description: One (1) dedicated Internet Chanel. Digital bandwidth must be at a minimum of 2048 Kbps.

Type of Service: Dedicated Internet Channel

Location: Colombian National Police – DIRAN Building - 3rd floor, located at El Dorado Airport (CATAM).

The above mentioned services (**Internet NAS/CNP, Internet NAS/NAU and Internet NAS/C26 Intel**) Internet Services connections must comply with the following requirements:

Internet Services Quality.

- Internet Service Provider (ISP) must provide dedicated leased channel high-speed access to the Internet; data transport media must be fiber optic. Twenty-four (24) hours uplink. Post Internet Service Provider (ISP) connection must be "always on", and must not require the installation of any custom software on the client side.
- Internet Service Provider (ISP) digital bandwidth is the amount or volume of data that may be sent through the channel, measured in kilobits per second (Kbps), without distortion. Required Bandwidth connection is defined in each service description.
- For Internet Services the Internet Service Provider (ISP) must guarantee full contracted bandwidth availability 24X7X365 from the originator side to the ISP's internet gateway. Bandwidth sharing between other non-Embassy customers is not allowed. Connection Ratio must be 1/1.
- Internet Service or data service transmission from the originating information server towards an end server is referred to as downstream; and a transmission from an end user towards the remote server is referred as upstream; Post Internet Service Provider (ISP) Contention Ratio (downstream / upstream) must be 1:1 /1:1.
- Internet Service Provider (ISP) must provide excellent Quality of Service (QOS) for the connection, that represents the level of consistent download capacity provided, must be the higher QOS percentage possible but, at minimum, greater than 99.97% or the highest possible quality of service connection reaching 100%.
- Internet Service Provider (ISP) Round Trip Time (RTT) reports the total time in milliseconds (ms) time to send a small data packet and obtain a reply back; must be the faster than 100ms for the Round Trip Time (RTT) for internet service. Also, RTT must be faster than 7ms for local data services (for instance: point-to-point channels or web pages accessed through the Colombian Network Access Point (NAP)).
- Internet Service Provider (ISP) must permit the transit of all Internet Protocol (IP) protocols (especially IPSec), all User Datagram Protocol (UDP) protocols, and all Transmission Control Protocol (TCP) protocol. Filters or sniffers must not be established, connected, or introduced by the ISP for any Embassy channels. If there are any existing filters, sniffers, restrictions, or proxies, they must be identified, and removed prior lease line circuit installation.
- Internet Service Provider (ISP) must provide detailed network topology map that shows all possible paths ISP use for the internet traffic between ISP hub in Bogota and

the ISP hub in USA.

- Internet Service Provider (ISP) must have redundancy in the internet backbone between Colombia and USA. For instance, If NAP Colombia backbone fail, NAP Americas (ARCOS), NAP Sprint (MAYA), or any other alternate backbone paths shall be available.
- ISP must provide Fiber Optic connectivity to the very end at the U.S. Embassy Bogota compound Telecommunications Service Entrance Facilities (TSEF) Room. (For instance: Puente-Aranda or Esperanza ducts to the U.S. Embassy Bogota TSEF room).

Network Identification.

- Internet Service Provider (ISP) connection must provide a block of one hundred twenty eight (128) static IP Addresses on a single subnet.
- Internet Service Provider (ISP) must provide IP addresses used to identify the single subnet address in Classless Inter-Domain Routing address specification (Network IP address / 27) or, equivalently, its subnet mask 255.255.255.224, and ISP Gateway IP address.

Network Devices.

The network devices shall comply with the following characteristics:

- Services provided by the Internet Service Provider (ISP) must be delivered with RJ-45 interface connectors with a 10/100baseT interface.
- Internet Service Provider (ISP) must provide router(s) and Data media converters or transmission devices in all cases.
- Power standard sources must be dual voltage (110v/60hz and 220v/50hz).
- Devices must be Rack mountable in a standard Commercial off-the-shelf (COTS) rack.
- One separate or individual physical interface connector is required per service.

Service Support and contingencies.

- The awarded ISP must warrant service support 7X24X365.
- The vendor must warrant service support on site if necessary 7X24X365, services must be coordinated directly with Embassy's Contracting Office Representative (COR) or Information Technology (IT) representative from the Embassy Information Systems

Center (ISC).

- Expected service availability and reliability must be at minimum 99.9%.
- The awarded vendor must install a redundant cable or Fiber Optic infrastructure known as backup line with channel state inspection mechanism, in order to verify service connectivity and provide immediate lease line backup connectivity services to the Embassy.
- The awarded ISP must have direct connection capability with major United States of America (U.S.A) telecommunication providers (ISPs) at Internet tier 1 level, having alternative line channels or backups in case of main Internet path malfunctioning.
- The awarded ISP must provide on line web access data traffic analysis graphs capabilities. Graphs must be updated on a daily basis. Graphs must retain traffic history behavior for at least one year.
- The awarded ISP must provide a central Information Technology (IT) point of contact (POC) in order to promptly coordinate technical issues during the initial installation process.

II. General:

A. The Department of State has a requirement for one full period, full duplex, clear channels, digital circuits and Internet leased lines capable of supporting synchronous traffic. For clear channel circuits, they shall be completely transparent, with no bits added to or deleted from the bit stream provided to the interface of the Department of State equipment. The circuit shall be supplied for the transmission of a multiplexed aggregate bit stream for telegraphic and data signals.

The Department of State reserve(s) the right to increase or decrease this digital circuit bandwidth requirement from no less than 64 kbps and up to 15 Mb within 30 days written notice to the contractor. The desired intervals for circuit bandwidth are as follows: 64kbps, 256kbps, 512kbps, 1Mb, 2Mb, 4Mb, 6Mb, 8Mb, 10Mb, and 15Mb. The contractor is to provide fractional T-1 fixed cost pricing for this increase or decrease of digital service. The availability of this circuit shall not be less than 99.5 percent per month over the period of the contract.

B. These digital services shall be via Optic Fiber. The service shall be for the exclusive use of the Department of State, 24-hours per day, 7 days per week, and 52 weeks per year.

C. The Contractor shall coordinate the service and shall be responsible for the technical sufficiency of the circuit, including services necessary to establish, operate, and restore the circuit. Except for modems and terminal equipment furnished by the Government, the Contractor shall provide all equipment, materials, and supplies required to provide the service which includes the Data Service Unit (DSU) configured with Data Communications Equipment

(DCE) interface. If required, signal element timing shall be provided by the contractor's facility.

D. The Contractor shall provide sufficient technical support to ensure uninterrupted end-to-end service between such terminal points as are covered in this contract. The Contractor shall provide, properly adjust, and maintain the circuit for continuous Department of State use. The Contractor shall ensure that the circuit complies with service changes, additions, or deletions as required under this contract.

E. RESERVED.

F. RESERVED.

G. The Contractor shall supply a Data Service Unit(s) (DSUs) configured with a Data Communications Equipment (DCE) interface. Signal element timing shall be provided as follows: For overseas applications, timing to the American Embassy will be provided by the contractor's facility.

H. RESERVED.

NOTE: Where applicable for digital service and for information purposes:

I. Services. This is a firm fixed-price contract for the lease of one full period, full duplex, clear channels, digital circuits and internet leased lines capable of supporting synchronous traffic. For the clear channel circuits, they shall be completely transparent to 2,048 kbps data or different if specified on the service requirements, with no bits added to or deleted from the bit stream provided to the interface of the Department of State equipment.

J. Bit Error Rate Test (BERT) The bit error rate (BER) for the service shall not be greater than 1 in 10 to the 6 bits for 99.7% of the time, for all time.

K. Acceptable Level of Performance. The Standard of Performance (SP) for this contract is 99.7% percent availability per month (100 percent less 0.3 percent each month for corrective and preventive maintenance).

L. Inspection and Acceptance. Unless specified in the Contract, the Government shall require a period not to exceed 24 hours in order to perform testing to determine acceptance of the required circuit under Section C. The U.S. destination point or the U.S. foreign post shall conduct the testing.

M. Term of Contract: The required circuits shall be installed and delivered to the Destination Point on or before 60 Days After Contract Award. Upon successful installation and acceptance by the Government of the required circuit under Section C, the contractor shall be provided, in writing, notice to proceed and shall provide contractual services for a twelve (12) month period, commencing on the date specified in the notice to proceed.

N. The Contractor agrees that the work and services set forth in this contract shall be performed during the period commencing the effective date of this contract and shall continue through the

end of the twelve month period of service (CLIN 1 through 8), excluding the exercise of any option.

O. RESERVED.

P. An Invoice, suitable for payment, shall contain, but not limited to, the following information:

- 1 Name of Contractor;
- 2 Date of Invoice;
- 3 Invoice Number (Consecutive numbers);
- 4 Contract number;
- 5 Task or Delivery Order number, as applicable;
- 6 Contract Line Item Number (CLIN) of item or service provided;
- 7 Description of the item, or service actually provided;
- 8 Period of performance of service or date item is provided;
- 9 Block/Space reserved for COR acceptance signature and date;
- 10 Signature, Name and Phone number of Company representative authorized to sign invoices;
- 11 Remit to address
- 12 Name, phone number and Mailing address to whom any disputed invoices should be addressed;
- 13 Credits with explanation and period covered.

Failure to submit Invoices which do not identify this information shall be returned without payment to the Contractor for correction.

Q. RESERVED.

R. Authorized Instruction to Contractor

a. No person or agency other than the Contracting Officer (CO) is authorized to give instruction, orders or directions on behalf of the Government to the Contractor or his employees, unless such person or agency is authorized in writing by the CO to so act. The authority of such person or agency is strictly limited to the written authorization provided by the CO. The duty is upon the Contractor to determine the authority of such person or agency. Any questions regarding the authority of such person or agency should be directed to the CO in writing.

b. Contracting Officer's Representative (COR): The CO may designate and authorize a representative(s) (including a "specially authorized representative(s)" pursuant to the contract clause entitled "Notification of Changes") to act on his/her behalf under this contract. Such representative(s) as may be appointed shall be designated by a letter from the CO and a copy of the letter shall be given to the Contractor. The COR shall represent the CO as specified in his/her delegation of authority letter. The COR shall not be authorized to issue change orders or adjustments. Changes in the Scope of Work/Specifications or any increase or decrease in the work called for by this contract shall be made by the CO by an executed modification to this contract.

S. Government-Furnished Equipment (GFE): RESERVED

T. Release of Information

1. The Contractor's organization shall clear with the Information Office listed below any public release of information on this contract. This information includes news stories, articles, sales literature, advertisements, radio-TV spots, etc.

2. The request for public release of information should be addressed to: American Embassy – Bogota, Genreal Services Office, Contracting Officer, Carrera 45 No. 24B-27.

3. Limited Use of Data and Information. Performance of this contract may require the contractor to access and use data and information proprietary to the Government agency or agency personnel, or which is of such a nature that its dissemination or use, other than in performance of this contract would be adverse to the interests of the Government or others. The Contractor and Contractor personnel shall not divulge or release data or information developed or obtained in performance of this contract, until made public by the Government, except to authorized Government personnel or upon written approval of the Contracting Officer. The Contractor will not use, disclose, or reproduce proprietary data which bears a restrictive legend, other than as required in the performance of this contract. Nothing herein shall preclude the use of any data independently acquired by the Contractor without such limitations or prohibit an agreement at no costs to the Government between the Contractor and the data owner provides for greater rights to the Contractor.

U. Circuit Downtime and Credits

Credits shall be assessed against the Contractor in those instances where the circuit during any given month or year that fail to achieve and sustain the minimum acceptance standards stated above.

1. Definitions:

Circuit Availability Acceptance Level: Yearly Circuit Availability Acceptance Level is computed by 365 calendar days times 24 (hours per day) times 99.7% acceptance level equals 8,716.20 hours annum. ($365 \times 24 = 8760 \times 99.7\% = 8,733.72$). Monthly Circuit Availability is computed by the calendar days per month times 24 (hours per day) times 99.7% acceptance level (example: $31 \times 24 = 744 \times 99.7\% = 741.76$).

Downtime: That period of time when the circuit becomes non-operational or unusable for communication or transfer of data or failures to meet the minimum acceptance standards. The maximum cumulative Annual downtime that shall be acceptable for corrective or preventative maintenance is 26.28 hours ($8760 \times .3\%$). The maximum cumulative Monthly downtime that shall be acceptable for corrective or preventative maintenance shall be .3% of the total available hours for the month (example: $31 \times 24 = 744 \times .3\% = 2.23$ hours).

Period of Downtime: Downtime shall commence at the time first attempt for contact is made by the Government (or its representative) to the Contractor's Point of Contact and shall be annotated on the Remedy Ticket and shall continue until the circuit is returned into Service by the Government.

Downtime Credits: Monetary value returned to the Government for failure to meet the Circuit availability requirements. Downtime Credits shall be assessed based on cumulative downtime time with the minimum assessment being one hour. Downtime credit shall be equal to the hourly or daily rate (as applicable) as identified in the schedule in Section B. There are two (2) situations when circuit Downtime Credits can be accumulated:

- 1) Below Availability Level,
- 2) Extended Downtime.

2. Credit for Circuit Downtime by Situation

Below Availability Level: If the downtime accumulated for a circuit adds up to 26.28 (8760 x 0.3%) cumulative hours or more during any one contract year (365 calendar days) or depending on the number of hours for the month (example 744 x .3%) cumulative hours per month (example: 31 calendar day month) the Contractor shall grant a hourly credit to the Government for each hour of downtime. Each additional one hour increment or portion thereof will be assessed as an additional hour.

Extended Downtime Credit(s): Cumulative time of more than 18 hours but not greater than 24 hours for any one outage shall be assessed at a daily rate. Any increment of 24 hours beyond the initial 24 hours of any one outage shall be assessed at the standards for the hourly rate up to 12 hours, however between 12 and 24 hours the credit shall be assessed at the daily rate.

3. Exceptions to Cumulating of Downtime

Cumulating of circuit downtime shall include all unscheduled downtime deemed to be the responsibility of the Contractor, with the following exceptions:

a. When the failure to perform arises out of causes beyond the control and without the fault or negligence of the Contractor or Sub-contractor as defined in the Termination for Default clause in Section I of this contract.

b. Malfunction of equipment, frequency fading and interference, errors of commission and/or omission by the Contractor or Sub-contractor, and commercial power surges or failures are considered to be normal hazards of the industry and therefore do not qualify as causes beyond the control of the Contractor or Sub-contractor. The Contractor shall be charged with credits for all reported outages determined “no trouble found” or “came clear while testing” but which exceed 45 minutes.

The Contracting Officer shall make final determination as to whether downtime is the responsibility of the Contractor. If requested by the Contracting Officer, the Contractor shall provide documentation to support claims of excusable downtime. For downtime determined to be the Contractor’s responsibility, the Contracting Officer may elect to assess a credit for each instance of non-performance.

4. Payment Reduction for Downtime Credits

When Circuit Downtime credit(s) is due to the Government, the total number of creditable hours shall be accumulated for the month and will be deducted from the payment due the Contractor in the month they accrued.

5. Trouble Escalation Procdeure

a. The Government shall refer the problem to the carrier after performing tests as prescribed in the Trouble Anaysis procedure. Obtain the name of the carrier test person and a carrier ticket number, record this information on the Government's Remedy Ticket.

b. After the trouble has been referred to the carrier for two (2) hours, recall the carrier for an update on the current trouble. Record the carrier's response, the name of the individual you talked with, and the carrier ticket number on the Remedy Ticket.

c. After the trouble has been referred to the carrier for four (4) hours, recall the carrier for an update on the current trouble. If the carrier's response is not satisfactory escalate the trouble to the carrier's management. Record the carrier's response, the name of the individual you talked with, and the carrier ticket number on the Remedy Ticket.

d. After the trouble has been referred to the contractor for six (6) hours, escalate the trouble to the contractor's manager, also notify IRM/IMO and IRM/ISO at American Embassy – Bogotá. STATE IRM/ISC Office. Record the contractor's response, the name of the individual you talked with, the contractor ticket number, and the names of the IRM managers that were notified on the Remedy Ticket.

e. Continue to status the contractor for the remainder of the outage or until you have received a problem resolved status.

V. RESERVED.

W. RESERVED.

SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4, Contract Terms and Conditions -- Commercial Items (MAR 2009), is incorporated by reference. (See SF-1449, block 27a).

ADDENDUM TO 52.212-4

None

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (APR 2009)

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

- (1) [52.222-50](#), Combating Trafficking in Persons (FEB 2009) ([22 U.S.C. 7104\(g\)](#)).
- (2) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).
- (3) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

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

- (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 253g](#) and [10 U.S.C. 2402](#)).
- (2)-(17) Reserved
- (18) [52.222-19](#), Child Labor - Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).
- (19) [52.222-21](#), Prohibition of Segregated Facilities (FEB 1999).
- (20) [52.222-26](#), Equal Opportunity (MAR 2007) (E.O. 11246).
- (21) [52.222-35](#), Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) ([38 U.S.C. 4212](#)).
- (22) [52.222-36](#), Affirmative Action for Workers with Disabilities (JUN 1998) ([29 U.S.C. 793](#)).

- ___ (23) [52.222-37](#), Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) ([38 U.S.C. 4212](#)).
- ___ (24) – (30) Reserved
- ___ (31) [52.225-5](#), Trade Agreements (MAR 2009) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- X (32) [52.225-13](#), Restrictions on Certain Foreign Purchases (JUNE 2008) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (33) – (36) Reserved
- ___ (37) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (OCT 2003) ([31 U.S.C. 3332](#)).
- X (38) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (MAY 1999) ([31 U.S.C. 3332](#)).
- ___ (39) – (40) Reserved
- ___ (41) (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).
- ___ (ii) Alternate I (Apr 2003) of [52.247-64](#).

(c) Reserved

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

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

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

or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

- (i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).
- (ii) [52.219-8](#), Utilization of Small Business Concerns (MAY 2004) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.
- (iii) [52.222-26](#), Equal Opportunity (MAR 2007) (E.O. 11246).
- (iv) [52.222-35](#), Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) ([38 U.S.C. 4212](#)).
- (v) [52.222-36](#), Affirmative Action for Workers with Disabilities (JUNE 1998) ([29 U.S.C. 793](#)).
- (vi) Reserved.
- (vii) [52.222-41](#), Service Contract Act of 1965 (NOV 2007) ([41 U.S.C. 351](#), *et seq.*).
- (viii) [52.222-50](#), Combating Trafficking in Persons (FEB 2009) ([22 U.S.C. 7104\(g\)](#)).
____ Alternate I (AUG 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).
- (ix) – (xi) Reserved
- (xii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

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

(End of Clause)

**ADDENDUM TO CONTRACT CLAUSES
FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12**

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://acquisition.gov/far/index.html/> or <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of a network “search engine” (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current Far clauses.

The following Federal Acquisition Regulation clauses are incorporated by reference:

<u>Clause</u>	<u>Title and Date</u>
52.225-14	Inconsistency Between English Version and Translation of Contract (FEB 2000)
52.228-5	Insurance - Work on a Government Installation (JAN 1997)

The following FAR clauses are included in full text:

52.217-8	Option to Extend Services (NOV 1999) (if order is for services and contains options)
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The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

52.217-9	Option to Extend the Term of the Contract (MAR 2000) (if order is for services and contains options)
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(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years, including base and all options years.

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR. (APR 1984)

Funds are not presently available for performance under this contract beyond September 30, 2009. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2009, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

The following DOSAR clauses are provided in full text:

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999)

(a) General. The Government shall pay the contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.

(b) Invoice Submission. The contractor shall submit invoices in an original and one (1) copy to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

The contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment, if applicable.

(c) Contractor Remittance Address. The Government will make payment to the contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is the:

Information Systems Center
Cra 45 No. 24B-27
Bogota
571-383-2617

652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (AUG 1999)

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

(1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;

(2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;

(3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;

(4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;

(5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,

(6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.

(b) Under Section 8(a), the following types of activities are not forbidden "compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:

(1) Complying or agreeing to comply with requirements:

(i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,

(ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;

(2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;

(3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;

(4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;

(5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,

(6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

(1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That it has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

SECTION 3 - SOLICITATION PROVISIONS

FAR 52.212-1, Instructions to Offerors -- Commercial Items (JUN 2008), is incorporated by reference. (See SF-1449, block 27a).

ADDENDUM TO 52.212-1

None

FAR 52.219-1 Small Business Program Representations (May 2004)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is _____ [*insert NAICS code*].

(2) The small business size standard is 1,500 employees. [*insert size standard*].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it o is, o is not a small business concern.

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

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

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

(5) [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.*] The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

(6) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The offeror represents, as part of its offer, that—

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

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [*The*

offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) “Service-disabled veteran” means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

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

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

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

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

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

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

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under [15 U.S.C. 645\(d\)](#), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

**ADDENDUM TO SOLICITATION PROVISIONS
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12**

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

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

<http://acquisition.gov/far/index.html/> or <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of a network “search engine” (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

<u>Clause</u>	<u>Title and Date</u>
52.204-6	Contractor Identification Number -- Data Universal Numbering System (DUNS) Number (APR 2008)
52.214-34	Submission of Offers in the English Language (APR 1991)
52.237-1	Site Visit (APR 1984)

The site visit will be held on ***June 12, 2009 at 0900 hours, local time, at Carrera 45 No. 24B-27.*** Prospective offerors/quoters should contact ***Hernando Castillo*** via E-Mail at CastilloEH@state.gov for additional information or to arrange entry to the building.

The following DOSAR provision(s) is/are provided in full text:

652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999)

652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999) (DEVIATION)

(a) The Department of State’s Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1693, by fax at (703) 875-6155, or write to: U.S.

Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, **Management Counselor, at 383-2401, Fax #383-2152.** For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1693, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

Acquisition Method: The Government is conducting this acquisition using the simplified acquisition procedures in Part 13 of the Federal Acquisition Regulation (FAR). If the dollar amount exceeds the simplified acquisition threshold, then the Government will be using the test program for commercial items authorized by Subpart 13.5 of the FAR.

Additional Instructions:

- A. This solicitation requires the submission of pricing in local currency.
- B. Separate charges, in any form, are not solicited. For example, proposals containing any charges for failure of the Government to exercise any options will be rejected. The Government shall not be obligated to pay any charges other than the contract price, under Article 34 of the Vienna Convention on Diplomatic Relations, from the Special Access Surcharges or foreign taxes, including Value Added Taxes.
- C. Unless otherwise provided in this solicitation, the definitions for all telecommunications terms used herein are contained in Federal Standard 1037A (FED-STD-1037A), Glossary of Telecommunication Terms, dated June 26, 1986.
- D. The price offered shall include costs and profit as proposed by the offeror for performing all the requirements of the completed contract as set forth in this solicitation. The costs and profit should take into consideration magnitude and realism (from both a technical and cost perspective).
- E. If any services are to be offered at no cost to the Department of State, the bidder shall so indicate by entering either "No Charge" or "N/C" in the space provided in Section B for that item. Failure to enter either a price or one of the no charge notations, i.e., leaving the space blank, may render the bid non-responsive, additionally entering "Not Separately Priced" or "NSP" is not acceptable.

F. Each CLIN shall be separately priced and detailed cost information for each shall be provided as a summary level of all CLINs. Failure to enter either a price or one of the no charge notations, i.e., leaving the space blank, may render the quotation unacceptable, additionally entering “Not Separately Priced” or “NSP” is not acceptable.

G. Acceptance of Quotations. The Government reserves the right to reject, as unacceptable, quotations deleting or altering technical requirements which are considered by the Government to be beyond the state of the art or impossible of attainment.

SECTION 4 - EVALUATION FACTORS

Award will be made to the lowest priced, acceptable, responsible offeror. Proposals shall include a completed solicitation. The Government reserves the right to reject proposals that are unreasonably low or high in price.

The lowest price will be determined by multiplying the offered prices times the estimated quantities in “Prices - Continuation of SF-1449, block 23”, and arriving at a grand total, including all options. Acceptability will be determined by assessing the offeror's compliance with the terms of the RFP. Responsibility will be determined by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

- Adequate financial resources or the ability to obtain them;
- Financial statements, balance sheets and flow cash for the past three (3) years;
- Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- Satisfactory record of integrity and business ethics;
- Necessary organization, experience, and skills or the ability to obtain them;
- Necessary equipment and facilities or the ability to obtain them;
- Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
- Name of a Project Manager (or other liaison to the Embassy) who understands written and spoken English;
- Evidence that the offeror/ quoter operates an established business with a permanent address and telephone listing;
- Evidence that the offeror/ quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;
- Evidence that the offeror/ quoter has all licenses and permits required by local law.
- Company brochure,
- Ttechnical proposal, and
- Experience and Past Performance

List all contracts and subcontracts your company has held over the past three years for the same or similar work. Provide the following information for each contract and subcontract:

- (a) Customer's name, address, and the telephone numbers of previous contractors for whom similar insurance and services were provided;
- (b) Contract number and type of contract;
- (c) Date and place of performance of the contract and delivery dates and period of performance;

**ADDENDUM TO EVALUATION FACTORS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12**

The following FAR provisions are provided in full text:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

FAR 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000):
RESERVED.

SECTION 5 - OFFEROR REPRESENTATIONS AND CERTIFICATIONS

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (FEB 2009)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

(a) Definitions. As used in this provision—

“Emerging small business” Reserved

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

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

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

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

“Small business concern” – Reserved

“Veteran-owned small business concern” – Reserved

“Women-owned business concern” - Reserved

“Women-owned small business concern” – Reserved

(b) (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs_____.

[Offeror to identify the applicable paragraphs at (c) through (m) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(c) – (d) Reserved

(e) Certification Regarding Payments to Influence Federal Transactions ([31 U.S.C. 1352](#)). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) – (g) Reserved

(h) Certification Regarding Responsibility Matters (Executive Order 12689). The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

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

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

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

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

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

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

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

(ii) Examples.

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

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability

because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126

(1) Listed end products.

(2) Certification.

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

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

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

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

(2) ___ Outside the United States

(k) Reserved

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

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

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

(3) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

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

(End of Clause)

**ADDENDUM TO OFFEROR REPRESENTATIONS AND CERTIFICATIONS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12**

The following DOSAR provision is provided in full text:

652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

(a) Definitions. As used in this provision:

Foreign person means any person other than a United States person as defined below.

United States person means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

(b) Certification. By submitting this offer, the offeror certifies that it is not:

(1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,

(2) Discriminating in the award of subcontracts on the basis of religion.

652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES (JUN 2006)

(a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

Category	Yes/No	Number
(1) United States citizens or residents		
(2) Individuals hired in the United States, regardless of citizenship		
(3) Local nationals or third country nationals where contract performance takes place in a country <i>where there are no</i> local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____
(4) Local nationals or third country nationals where contract performance takes place in a country where <i>there are</i> local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____

(b) The contracting officer has determined that for performance in the country of *[contracting officer insert country of performance and check the appropriate block below]* –

- Workers' compensation laws exist that will cover local nationals and third country nationals.
- Workers' compensation laws do not exist that will cover local nationals and third country nationals.

(c) If the bidder/offeror has indicated “yes” in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(d) If the bidder/offeror has indicated “yes” in blocks (a)(1), (2), or (3) of this provision, the bidder/offeror shall compute Defense Base Act insurance costs covering those employees pursuant to the terms of the contract between the Department of State and the Department's Defense Base Act insurance carrier at the rates specified in DOSAR 652.228-74, Defense Base Act Insurance Rates – Limitation. If DOSAR provision 652.228-74 is not included in this solicitation, the bidder/offeror shall notify the contracting officer before the closing date so that the solicitation can be amended accordingly.

(End of provision)