

Tegucigalpa, M. D. C.
July 01, 2020

Dear Prospective Quoter:

SUBJECT: Solicitation Number 19H08020Q0020 for Dedicated Internet Services

The Embassy of the United States of America invites you to submit a quotation for the supply of dedicated internet services in different locations throughout Honduras.

Your quotation must be submitted in a sealed envelope marked "Quotation Enclosed" to the attention of Kevin L. Brendle, Contracting Officer, U. S. Embassy in Tegucigalpa, Colonia San Carlos, Porton 3 on or before **July 17, 2020 at 10:00 a. m.** No quotation will be accepted after this time.

In order for a quotation to be considered, you must also complete and submit the following:

1. SAM Registration
2. SF-1449
3. Section 1, chart for prices, Pages # 3-22
4. Section 3, Solicitation Provisions
5. Additional information as required in Section 3 and 4.

A Pre-Proposal Conference has been scheduled for **July 13, 2020 at 10:00 a.m.** at the US Embassy in Tegucigalpa. To attend, please submit full names and ID numbers of attendees, including all your questions addressed to Kevin L. Brendle, Contracting Officer. Questions must be written in English and may be sent to the email address: proctgu@state.gov by **COB on July 08, 2020** making reference to **RFQ 19H08020Q0020**.

The U.S. Government intends to award a contract to the responsible company submitting an acceptable quotation at the lowest price based on initial quotations, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

The contractor must be registered in the System Award Management (SAM) before the submission of offers. Offers from Contractors without SAM Registration will not be considered for this process

Sincerely,



Kevin L. Brendle
Contracting Officer

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Section 2 - Contract Clauses

- Contract Clauses
- Addendum to Contract Clauses - FAR and DOSAR Clauses not Prescribed in Part 12

Section 3 - Solicitation Provisions

- Solicitation Provisions
- Addendum to Solicitation Provisions - FAR and DOSAR Provisions not Prescribed in Part 12

Section 4 - Evaluation Factors

- Evaluation Factors

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER
PR9045480

PAGE 1 OF 50 PAGES

2. CONTRACT NO. 3. AWARD/ EFFECTIVE DATE 4. ORDER NUMBER 5. SOLICITATION NUMBER
19H08020Q0020

6. SOLICITATION ISSUE DATE
07/01/2020

7. FOR SOLICITATION INFORMATION CALL:  a. NAME
Elder J. Flores

b. TELEPHONE NUMBER(No collect calls)
(+504) 2236-9320, Ext. 4604

8. OFFER DUE DATE/ LOCAL TIME
07/17/2020 / 10:00

9. ISSUED BY CODE HO800

AMERICAN EMBASSY TEGUCIGALPA
GSO, ACQUISITIONS UNIT, ATTN: GSO
TEGUCIGALPA
HONDURAS

10. THIS ACQUISITION IS UNRESTRICTED OR SET ASIDE: ____ % FOR:

SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS

HUBZONE SMALL BUSINESS (WOSB) ELLIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS:

SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS EDWOSB EMERGING SMALL BUSINESS

8 (A) SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED

SEE SCHEDULE

12. DISCOUNT TERMS

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION

RFQ IFB RFP

15. DELIVER TO CODE

AMERICAN EMBASSY TEGUCIGALPA
FINAL AVE. LOS PROCERES, ATTN:
LOCAL EMBASSY WAREHOUSE
TEGUCIGALPA
HONDURAS

16. ADMINISTERED BY CODE

AMERICAN EMBASSY TEGUCIGALPA
GSO, ACQUISITIONS UNIT, ATTN: GSO
TEGUCIGALPA
HONDURAS

17a. CONTRACTOR/OFFERER CODE FACILITY CODE

18a. PAYMENT WILL BE MADE BY AMERICAN EMBASSY TEGUCIGALPA
US EMBASSY, AVE. LA PAZ, ATTN: FINANCIAL MANAGEMENT OFFICE (FMO)
TEGUCIGALPA
HONDURAS

TELEPHONE NO.

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	All work, including furnishing all labor, installation, material and equipment to provide Dedicated Internet Services throughout Honduras for the US Mission. Period of Performance: One (01) base year + two (02) option years. <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>	3	Year	\$.	\$.

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

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.

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

Kevin L. Brendle 06/30/2020

SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449
RFQ NUMBER 19H08020Q0020
PRICES, BLOCK 23

I. SCOPE OF SERVICES

The Contractor shall complete all work, including furnishing all labor, installation, material, equipment, and services, unless otherwise specified herein, required under this contract to provide dedicated internet within its Period of Performance. The price listed below shall include all labor, installation, materials, equipment, overhead, and profit. The contract type will be a Firm Fixed-Price Indefinite Quantity / Indefinite Delivery under which shall be placed Firm Fixed-Price Delivery Orders. 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 (twelve months) period, from the date of the IDIQ Contract award and a notice to proceed with two (02) option years.

1. The Contractor shall complete all work, including furnish all engineering, labor, installation, 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 all scheduled services required under this Contract, the Contractor shall be paid a Firm Fixed Monthly-Price per Delivery Order in U. S. Dollars. The Contractor must confirm that is able to charge a tax exempted-monthly price since the Government of Honduras has granted the resolution to the U. S. Embassy in Tegucigalpa to acquire goods and services exempted from the value added tax. Carrier shall be responsible for payment of end-to-end circuit billing.

2.1 VALUE ADDED TAX

VALUE ADDED TAX. Value Added Tax (VAT) is not applicable to this contract and shall not be included in the CLIN rates or Invoices because the U.S. Embassy has a tax exemption certificate from the host government.

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2.2. The firm fixed-prices are in U. S. Dollars:

BASE YEAR: September 01, 2020 – August 31, 2021.

<u>2.2 – 1. Standard Services – Base Year of Service – Estimated services and number of months per line item.</u>				
Contract Line Item #	Description of Standard Services	Estimated Number of Months	Monthly Price	Total Firm-Fixed Price
1	ICASS Section – ISP. - 10 MB; Dedicated Internet; Link: Fiber Optic; Connectivity 1:1; IP Block (04 IPs).	12 months	\$.	\$.
2	IPC – Netbox Internet Connection. - 1.50 MB; Dedicated Internet; Link: Fiber Optic; Connectivity 1:1.	12 months	\$.	\$.
3	IPC – VOIP Vonage Internet Connection. - 1.50 MB; Dedicated Internet; Link: Fiber Optic; Connectivity 1:1.	12 months	\$.	\$.
4	ICASS Section – Data Line. - 10 MB; Dedicated Internet; Link: Fiber Optic; Connectivity 1:1; IP Block (04 IPs).	12 months	\$.	\$.

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5	<p>Agency - Dedicated Internet Services.</p> <ul style="list-style-type: none"> - 5 MB; Dedicated Internet; Link: Fiber Optic; Connectivity 1:1. 	12 months	\$.	\$.
6	<p>Agency – Dedicated Internet Services.</p> <ul style="list-style-type: none"> - 5 MB; Dedicated Internet; Link: Fiber Optic; Connectivity 1:1. 	12 months	\$.	\$.
7	<p>Agency – Dedicated Internet Services.</p> <ul style="list-style-type: none"> - 20 MB; Dedicated Internet; Link: Fiber Optic; Connectivity 1:1. 	12 months	\$.	\$.
8	<p>Agency - Dedicated Internet Services.</p> <ul style="list-style-type: none"> - 03 MB; Dedicated Internet; Link: Fiber Optic; Connectivity 1:1. 	12 months	\$.	\$.
9	<p>ICASS Section – Dedicated Internet Services for Drive Cam.</p> <ul style="list-style-type: none"> - 1.00 MB; Dedicated Internet; Link: Fiber Optic; Connectivity 1:1. 	12 months	\$.	\$.

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10	<p>ICASS Section – DIN.</p> <ul style="list-style-type: none"> - 40.00 MB; Dedicated Internet; Link: Fiber Optic; Connectivity 1:1; IP Block (16 IPs). 	12 months	\$.	\$.
11	<p>ICASS Section – Dedicated Internet Services.</p> <ul style="list-style-type: none"> - 5.00 MB; Dedicated Internet; Link: Fiber Optic; Connectivity 1:1; IP Block (03 IPs). 	12 months	\$.	\$.
12	<p>ICASS Section – Dedicated Internet Services.</p> <ul style="list-style-type: none"> - 1.00 MB; Dedicated Internet; Link: Fiber Optic; Connectivity 1:1; IP Block (06 IPs); /29. 	12 months	\$.	\$.
13	<p>ICASS Section – Dedicated Internet Services.</p> <ul style="list-style-type: none"> - 1.00 MB; Dedicated Internet; Link: Fiber Optic; Connectivity 1:1; /30 subnet (IP Block of 01 IP address or 02 if modem is not pass-through capable); 500 port; Subnet mask; Default Gateway. 	12 months	\$.	\$.

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14	Agency - Dedicated Internet Services. - 60 MB; Dedicated Internet; Link: Fiber Optic; Connectivity 1:1; Dinamic Connection (DHCP).	12 months	\$.	\$.
15	Agency - Dedicated Internet Services. - 5 MB; Dedicated Internet; Link: Fiber Optic; Connectivity 1:1;	12 months	\$.	\$.
16	Agency - Dedicated Internet Services. - 25 MB; Dedicated Internet; Link: Fiber Optic; Connectivity 1:1; 6 Access Point Ubiquiti UAP-AC-LR units; Switch PoE to power up the Access Point; structured cabling.	12 months	\$.	\$.
<u>SUB-TOTAL 2.2 – 1. Standard Services – Base Year of Service</u> Line Items 1 - 16				\$.
<u>2.2 – 2. Installation Services – Base Year of Service – Installation services and estimated quantity per line item.</u>				
Contract Line Item #	Description of Installation Services	Estimated Quantity	Price per Installation	Total Firm-Fixed Price
17	Initial Installation for Line Item 01	01 service	\$.	\$.

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	(One time payment)			
18	Initial Installation for Line Item 02 (One time payment)	01 service	\$.	\$.
19	Initial Installation for Line Item 03 (One time payment)	01 service	\$.	\$.
20	Initial Installation for Line Item 04 (One time payment)	01 service	\$.	\$.
21	Initial Installation for Line Item 05 (One time payment)	01 service	\$.	\$.
22	Initial Installation for Line Item 06 (One time payment)	01 service	\$.	\$.
23	Initial Installation for Line Item 07 (One time payment)	01 service	\$.	\$.
24	Initial Installation for Line Item 08 (One time payment)	01 service	\$.	\$.
25	Initial Installation for Line Item 09 (One time payment)	01 service	\$.	\$.
26	Initial Installation for Line Item 10	01 service	\$.	\$.

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	(One time payment)			
27	Initial Installation for Line Item 11 (One time payment)	01 service	\$.	\$.
28	Initial Installation for Line Item 12 (One time payment)	01 service	\$.	\$.
29	Initial Installation for Line Item 13 (One time payment)	01 service	\$.	\$.
30	Initial Installation for Line Item 14 (One time payment)	01 service	\$.	\$.
31	Initial Installation for Line Item 15 (One time payment)	01 service	\$.	\$.
32	Initial Installation for Line Item 16 (One time payment)	01 service	\$.	\$.
<u>SUB-TOTAL 2.2 – 2. Installation Services – Base Year of Service</u> Line Items 17 - 32				\$.
<u>2.2 – 3. Relocation Services – Base Year of Service – Estimated services and quantity per line item.</u>				
Contract Line Item #	Description of Relocation Services	Estimated Quantity	Price per Relocation	Total Firm-Fixed Price

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33	Relocation Service within Tegucigalpa	14 services	\$.	\$.
34	Relocation Service within San Pedro Sula	01 service	\$.	\$.
35	Relocation Service within Puerto Cortes	01 service	\$.	\$.
<u>SUB-TOTAL 2.2 – 3. Relocation Services – Base Year of Service</u> Line Items 33 - 35				\$.
<u>SUB-TOTAL 2.2 – 1. Standard Services – Base Year of Service</u>				\$.
<u>SUB-TOTAL 2.2 – 2. Installation Services – Base Year of Service</u>				\$.
<u>SUB-TOTAL 2.2 – 3. Relocation Services – Base Year of Service</u>				\$.
GRAND TOTAL FOR BASE YEAR				\$

OPTION YEAR 1: September 01, 2021 – August 31, 2022.

<u>2.2 – 4. Standard Services – Option Year One – Estimated services and number of months per line item.</u>				
Contract Line Item #	Description of Standard Services	Estimated Number of Months	Monthly Price	Total Firm-Fixed Price
1	ICASS Section – ISP. - 10 MB; Dedicated Internet; Link: Fiber Optic; Connectivity 1:1; IP Block (04 IPs).	12 months	\$.	\$.

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2	<p>IPC – Netbox Internet Connection.</p> <ul style="list-style-type: none"> - 1.50 MB; Dedicated Internet; Link: Fiber Optic; Connectivity 1:1. 	12 months	\$.	\$.
3	<p>IPC – VOIP Vonage Internet Connection.</p> <ul style="list-style-type: none"> - 1.50 MB; Dedicated Internet; Link: Fiber Optic; Connectivity 1:1. 	12 months	\$.	\$.
4	<p>ICASS Section – Data Line.</p> <ul style="list-style-type: none"> - 10 MB; Dedicated Internet; Link: Fiber Optic; Connectivity 1:1; IP Block (04 IPs). 	12 months	\$.	\$.
5	<p>Agency - Dedicated Internet Services.</p> <ul style="list-style-type: none"> - 5 MB; Dedicated Internet; Link: Fiber Optic; Connectivity 1:1. 	12 months	\$.	\$.
6	<p>Agency – Dedicated Internet Services.</p> <ul style="list-style-type: none"> - 5 MB; Dedicated Internet; Link: Fiber Optic; Connectivity 1:1. 	12 months	\$.	\$.

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7	<p>Agency – Dedicated Internet Services.</p> <ul style="list-style-type: none"> - 20 MB; Dedicated Internet; Link: Fiber Optic; Connectivity 1:1. 	12 months	\$.	\$.
8	<p>Agency - Dedicated Internet Services.</p> <ul style="list-style-type: none"> - 03 MB; Dedicated Internet; Link: Fiber Optic; Connectivity 1:1. 	12 months	\$.	\$.
9	<p>ICASS Section – Dedicated Internet Services for Drive Cam.</p> <ul style="list-style-type: none"> - 1.00 MB; Dedicated Internet; Link: Fiber Optic; Connectivity 1:1. 	12 months	\$.	\$.
10	<p>ICASS Section – DIN.</p> <ul style="list-style-type: none"> - 40.00 MB; Dedicated Internet; Link: Fiber Optic; Connectivity 1:1; IP Block (16 IPs). 	12 months	\$.	\$.
11	<p>ICASS Section – Dedicated Internet Services.</p> <ul style="list-style-type: none"> - 5.00 MB; Dedicated Internet; Link: Fiber Optic; Connectivity 1:1; IP Block (03 IPs). 	12 months	\$.	\$.

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12	<p>ICASS Section – Dedicated Internet Services.</p> <ul style="list-style-type: none"> - 1.00 MB; Dedicated Internet; Link: Fiber Optic; Connectivity 1:1; IP Block (06 IPs); /29. 	12 months	\$.	\$.
13	<p>ICASS Section – Dedicated Internet Services.</p> <ul style="list-style-type: none"> - 1.00 MB; Dedicated Internet; Link: Fiber Optic; Connectivity 1:1; /30 subnet (IP Block of 01 IP address or 02 if modem is not pass-through capable); 500 port; Subnet mask; Default Gateway. 	12 months	\$.	\$.
14	<p>Agency - Dedicated Internet Services.</p> <ul style="list-style-type: none"> - 60 MB; Dedicated Internet; Link: Fiber Optic; Connectivity 1:1; Dinamic Connection (DHCP). 	12 months	\$.	\$.
15	<p>Agency - Dedicated Internet Services.</p> <ul style="list-style-type: none"> - 5 MB; Dedicated Internet; Link: Fiber Optic; Connectivity 1:1; 	12 months	\$.	\$.

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16	Agency - Dedicated Internet Services. - 25 MB; Dedicated Internet; Link: Fiber Optic; Connectivity 1:1; 6 Access Point Ubiquiti UAP-AC-LR units; Switch PoE to power up the Access Point; structured cabling.	12 months	\$.	\$.
<u>SUB-TOTAL 2.2 – 4. Standard Services – Option Year One of Service</u> Line Items 1 - 16				\$.
<u>2.2 – 5. Installation Services – Option Year One of Service – Installation services and estimated quantity per line item.</u>				
Contract Line Item #	Description of Installation Services	Estimated Quantity	Price per Installation	Total Firm-Fixed Price
17	Initial Installation for Line Item 01 (One time payment)	01 service	\$.	\$.
18	Initial Installation for Line Item 02 (One time payment)	01 service	\$.	\$.
19	Initial Installation for Line Item 03 (One time payment)	01 service	\$.	\$.
20	Initial Installation for Line Item 04 (One time payment)	01 service	\$.	\$.

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21	Initial Installation for Line Item 05 (One time payment)	01 service	\$.	\$.
22	Initial Installation for Line Item 06 (One time payment)	01 service	\$.	\$.
23	Initial Installation for Line Item 07 (One time payment)	01 service	\$.	\$.
24	Initial Installation for Line Item 08 (One time payment)	01 service	\$.	\$.
25	Initial Installation for Line Item 09 (One time payment)	01 service	\$.	\$.
26	Initial Installation for Line Item 10 (One time payment)	01 service	\$.	\$.
27	Initial Installation for Line Item 11 (One time payment)	01 service	\$.	\$.
28	Initial Installation for Line Item 12 (One time payment)	01 service	\$.	\$.
29	Initial Installation for Line Item 13 (One time payment)	01 service	\$.	\$.

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30	Initial Installation for Line Item 14 (One time payment)	01 service	\$.	\$.
31	Initial Installation for Line Item 15 (One time payment)	01 service	\$.	\$.
32	Initial Installation for Line Item 16 (One time payment)	01 service	\$.	\$.
<u>SUB-TOTAL 2.2 – 5. Installation Services – Option Year One of Service</u> Line Items 17 – 32				\$.
<u>2.2 – 6. Relocation Services – Option Year One of Service – Estimated services and quantity per line item.</u>				
Contract Line Item #	Description of Relocation Services	Estimated Quantity	Price per Relocation	Total Firm-Fixed Price
33	Relocation Service within Tegucigalpa	14 services	\$.	\$.
34	Relocation Service within San Pedro Sula	01 service	\$.	\$.
35	Relocation Service within Puerto Cortes	01 service	\$.	\$.
<u>SUB-TOTAL 2.2 – 6. Relocation Services – Option Year One of Service</u> Line Items 33 - 35				\$.
<u>SUB-TOTAL 2.2 – 4. Standard Services – Option Year One of Service</u>				\$.
<u>SUB-TOTAL 2.2 – 5. Installation Services – Option Year One of Service</u>				\$.
<u>SUB-TOTAL 2.2 – 6. Relocation Services – Option Year One of Service</u>				\$.

GRAND TOTAL FOR OPTION YEAR ONE OF SERVICE	\$
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OPTION YEAR 2: September 01, 2022 – August 31, 2023.

<u>2.2 – 7. Standard Services – Option Year Two</u> – Estimated services and number of months per line item.				
Contract Line Item #	Description of Standard Services	Estimated Number of Months	Monthly Price	Total Firm-Fixed Price
1	ICASS Section – ISP. - 10 MB; Dedicated Internet; Link: Fiber Optic; Connectivity 1:1; IP Block (04 IPs).	12 months	\$.	\$.
2	IPC – Netbox Internet Connection. - 1.50 MB; Dedicated Internet; Link: Fiber Optic; Connectivity 1:1.	12 months	\$.	\$.
3	IPC – VOIP Vonage Internet Connection. - 1.50 MB; Dedicated Internet; Link: Fiber Optic; Connectivity 1:1.	12 months	\$.	\$.
4	ICASS Section – Data Line. - 10 MB; Dedicated Internet; Link: Fiber Optic; Connectivity 1:1; IP Block (04 IPs).	12 months	\$.	\$.

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5	<p>Agency - Dedicated Internet Services.</p> <ul style="list-style-type: none"> - 5 MB; Dedicated Internet; Link: Fiber Optic; Connectivity 1:1. 	12 months	\$.	\$.
6	<p>Agency – Dedicated Internet Services.</p> <ul style="list-style-type: none"> - 5 MB; Dedicated Internet; Link: Fiber Optic; Connectivity 1:1. 	12 months	\$.	\$.
7	<p>Agency – Dedicated Internet Services.</p> <ul style="list-style-type: none"> - 20 MB; Dedicated Internet; Link: Fiber Optic; Connectivity 1:1. 	12 months	\$.	\$.
8	<p>Agency - Dedicated Internet Services.</p> <ul style="list-style-type: none"> - 03 MB; Dedicated Internet; Link: Fiber Optic; Connectivity 1:1. 	12 months	\$.	\$.
9	<p>ICASS Section – Dedicated Internet Services for Drive Cam.</p> <ul style="list-style-type: none"> - 1.00 MB; Dedicated Internet; Link: Fiber Optic; Connectivity 1:1. 	12 months	\$.	\$.

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10	<p>ICASS Section – DIN.</p> <ul style="list-style-type: none"> - 40.00 MB; Dedicated Internet; Link: Fiber Optic; Connectivity 1:1; IP Block (16 IPs). 	12 months	\$.	\$.
11	<p>ICASS Section – Dedicated Internet Services.</p> <ul style="list-style-type: none"> - 5.00 MB; Dedicated Internet; Link: Fiber Optic; Connectivity 1:1; IP Block (03 IPs). 	12 months	\$.	\$.
12	<p>ICASS Section – Dedicated Internet Services.</p> <ul style="list-style-type: none"> - 1.00 MB; Dedicated Internet; Link: Fiber Optic; Connectivity 1:1; IP Block (06 IPs); /29. 	12 months	\$.	\$.
13	<p>ICASS Section – Dedicated Internet Services.</p> <ul style="list-style-type: none"> - 1.00 MB; Dedicated Internet; Link: Fiber Optic; Connectivity 1:1; /30 subnet (IP Block of 01 IP address or 02 if modem is not pass-through capable); 500 port; Subnet mask; Default Gateway. 	12 months	\$.	\$.

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14	Agency - Dedicated Internet Services. - 60 MB; Dedicated Internet; Link: Fiber Optic; Connectivity 1:1; Dinamic Connection (DHCP).	12 months	\$.	\$.
15	Agency - Dedicated Internet Services. - 5 MB; Dedicated Internet; Link: Fiber Optic; Connectivity 1:1;	12 months	\$.	\$.
16	Agency - Dedicated Internet Services. - 25 MB; Dedicated Internet; Link: Fiber Optic; Connectivity 1:1; 6 Access Point Ubiquiti UAP-AC-LR units; Switch PoE to power up the Access Point; structured cabling.	12 months	\$.	\$.
<u>SUB-TOTAL 2.2 – 7. Standard Services – Option Year Two of Service</u> Line Items 1 - 16				\$.
<u>2.2 – 8. Installation Services – Option Year Two of Service – Installation services and estimated quantity per line item.</u>				
Contract Line Item #	Description of Installation Services	Estimated Quantity	Price per Installation	Total Firm-Fixed Price
17	Initial Installation for Line Item 01	01 service	\$.	\$.

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	(One time payment)			
18	Initial Installation for Line Item 02 (One time payment)	01 service	\$.	\$.
19	Initial Installation for Line Item 03 (One time payment)	01 service	\$.	\$.
20	Initial Installation for Line Item 04 (One time payment)	01 service	\$.	\$.
21	Initial Installation for Line Item 05 (One time payment)	01 service	\$.	\$.
22	Initial Installation for Line Item 06 (One time payment)	01 service	\$.	\$.
23	Initial Installation for Line Item 07 (One time payment)	01 service	\$.	\$.
24	Initial Installation for Line Item 08 (One time payment)	01 service	\$.	\$.
25	Initial Installation for Line Item 09 (One time payment)	01 service	\$.	\$.
26	Initial Installation for Line Item 10	01 service	\$.	\$.

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	(One time payment)			
27	Initial Installation for Line Item 11 (One time payment)	01 service	\$.	\$.
28	Initial Installation for Line Item 12 (One time payment)	01 service	\$.	\$.
29	Initial Installation for Line Item 13 (One time payment)	01 service	\$.	\$.
30	Initial Installation for Line Item 14 (One time payment)	01 service	\$.	\$.
31	Initial Installation for Line Item 15 (One time payment)	01 service	\$.	\$.
32	Initial Installation for Line Item 16 (One time payment)	01 service	\$.	\$.
<u>SUB-TOTAL 2.2 – 8. Installation Services – Option Year Two of Service</u> Line Items 17 – 32				\$.
<u>2.2 – 9. Relocation Services – Option Year Two of Service – Estimated services and quantity per line item.</u>				
Contract Line Item #	Description of Relocation Services	Estimated Quantity	Price per Relocation	Total Firm-Fixed Price

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33	Relocation Service within Tegucigalpa	14 services	\$.	\$.
34	Relocation Service within San Pedro Sula	01 service	\$.	\$.
35	Relocation Service within Puerto Cortes	01 service	\$.	\$.
<u>SUB-TOTAL 2.2 – 9. Relocation Services – Option Year Two of Service</u> Line Items 33 – 35				\$.
<u>SUB-TOTAL 2.2 – 7. Standard Services – Option Year Two of Service</u>				\$.
<u>SUB-TOTAL 2.2 – 8. Installation Services – Option Year Two of Service</u>				\$.
<u>SUB-TOTAL 2.2 – 9. Relocation Services – Option Year Two of Service</u>				\$.
GRAND TOTAL FOR OPTION YEAR TWO OF SERVICE				\$

GRAND TOTAL CONTRACT PRICE, INCLUDING ALL OPTION YEARS	
Base Period - Total Price	\$
Option Year One - Total Price	\$
Option Year Two - Total Price	\$
GRAND TOTAL FIRM-FIXED PRICE FOR BASE YEAR PLUS ALL OPTION YEARS	\$

During this contract period the Government shall place orders totaling a minimum of \$ **10,000.00**. This reflects the contract minimum for its base year and all options. The amount of all orders shall not exceed \$ **180,000.00**.

CONTINUATION TO SF-1449, RFQ NUMBER 19H08020Q0020
SCHEDULE OF SUPPLIES/SERVICES
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

I. SCOPE OF WORK

The purpose of this firm fixed price purchase order is to obtain VPN, Dedicated Internet Services, and Circuitry for the U.S. Embassy and its agencies and sections in Honduras.

The Telecommunication's Internet Service Provider (ISP) contracting firm must provide internet services and dedicated leased line channels and circuitry for connecting American Embassy and its remote offices / sections in Honduras.

THE PROVIDED INTERNET SERVICE SHALL COMPLY WITH THE FOLLOWING REQUIREMENTS:

Internet Services Quality

Internet Service Provider (ISP) shall provide dedicated (not shared or bundled) leased point-to-point / clear channel high-speed access to the Internet; data transport media must be fiber optic, terrestrial connectivity. Twenty-four (24) hours uplink. Post Internet Service Provider (ISP) connection must be "always on" with unlimited usage, 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) connection must NOT, *repeat*, NOT use Network Address Translation (NAT).

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 Honduras Network Access Point (NAP)).

Internet Service Provider (ISP) must permit the transit of all Internet Protocol (IP) protocols (especially IPsec), including but not limited to, User Datagram Protocol (UDP), Transmission Control Protocol (TCP), and IPSEC to transit without filters or proxies. Unfiltered access to the Internet is required without ISP firewall blocking. 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 permit installation of Customer VPN encryption devices on circuit.

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 Honduras and the ISP hub in United States of America (USA).

Internet Service Provider (ISP) must have redundancy in the Internet backbone between Honduras and USA. For instance, If NAP of the host country's backbone fail, NAP Americas, NAP Sprint, 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 in Tegucigalpa, Honduras Compound Telecommunications Service Entrance Facilities (TSEF) Room.

Network Identification

Internet Service Provider (ISP) must provide, as requested per item on SECTION 1. THE SCHEDULE, Part 2.2:

- One block of four (04) public internet IP addresses on a single subnet for Internet services – Item 1.
- One block of four (04) public internet IP addresses on a single subnet for Internet services – Item 4.
- One block of sixteen (16) public internet IP addresses on a single subnet for Internet services – Item 11.
- One block of three (03) public IP addresses – Item 12.
- One block of four (04) public IP addresses – Item 13.
- /30 subnet (IP Block of 01 IP address or 02 if modem is not pass-through capable)– Item

14.

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 / 29) or, equivalently, its subnet mask 255.255.255.240, and ISP Gateway IP addresses (virtual IP addresses).

Network Devices

The network devices shall comply with the following characteristics:

Internet Service Provider (ISP) must permit ping and trace route traffic from 169.252.0.0/16 and 169.253.0.0/16 to the ISP connection RJ45 10/100BaseT router interface which terminates Customer VPN encryption device.

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.

Routers might be required for some services. Those routers that must be installed inside the U. S. Building in Tegucigalpa, Honduras must disable their wi-fi option.

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 Contractor shall 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.

**Dedicated Internet Services
U.S. Embassy Tegucigalpa, Honduras**

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 reserves the right to increase or decrease the total digital circuit bandwidth requirement from no less than 1 MB and up to 600 MB within 05 business days written notice to the Contractor. The desired intervals for circuit bandwidth are as follows: 1Mb, 1.50Mb, 2Mb, 3Mb, 4Mb, 5Mb, 6Mb, 8Mb, 10Mb, 15Mb, 20Mb, 30Mb, 40Mb, 50 Mb, 60Mb, 70Mb, 80Mb, 90Mb and 100Mb. 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 99.7 percent per month over the period of the contract, including its base year and all option years.

B. These digital services shall be via Optic Fiber. The service shall be for the exclusive use of the sections and agencies of the U. S. Mission in Honduras or any approved-local entity they decide to support by funding these services that are expected 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. 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 use. The Contractor shall ensure that the circuit complies with service changes, additions, or deletions as required under this contract.

E. The circuit 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. All other characteristics will be in accordance with International Telegraph and Telephone Consultative Committee (CCITT) specifications.

F. 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 as 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.

G. 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.

H. 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).

I. 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.

J. Term of Contract: The required circuits shall be installed and delivered to the Destination Point on or before 05 business 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 during a period of time within the Period of Performance, commencing on the date specified in the notice to proceed.

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

1. Name of Contractor;
2. Contractor's Registro Tributario Nacional (RTN);
3. Date of Invoice;
4. Original Invoice Number based on the range provided once registered under the Billing System by Servicio de Administración de Rentas de Honduras (SAR);
5. Contract number;
6. Task or Delivery Order number, as applicable;
7. Customer Code / Client Number;
8. Description of the item, or service actually provided;
9. Period when service is provided;
10. Remit to email address as instructed after Contract is awarded
12. Credits with explanation and period covered;
13. Total must be tax-exempted

Failure to submit Invoices which do not identify this information shall be returned without payment to the Contractor for correction and without any interruption in services. If the Contractor subcontracts payment collection services, the subcontractor shall not contact any Contracting Officer Representatives (CORs). Inquiries, follow-ups and questions regarding payment status should be addressed by the Contractor's Project Manager or Billing Collection Department.

A standard billing process - including dates to submit pro-form invoices by the Contractor, dates to send the tax exemption form by the Contracting Officer Representatives and/or Points Of Contact, and dates to submit the tax exempted invoice by the Contractor - will be defined in the

first three months of the execution of the Contract, considering the feedback from the CORs and the billing process of the Contractor.

L. 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) 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.

M. 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 the Contracting Officer through an email to: proctgu@state.gov.

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.

N. 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 ($8760 \times 0.3\%$) cumulative hours or more during any one contract year (365 calendar days) or depending on the number of hours for the month (example $744 \times .3\%$) 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 owed 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 Procedure

a. The Government shall refer the problem to the carrier after performing tests as prescribed in the Trouble Analysis 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 the COR shall escalate the trouble to the Contractor’s manager; also notify IRM/IMO and the Contracting Officer and the 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.

6. Technological Refreshment

After contract award, the Government may; pursuant to FAR clause 52.212-4 - Contract Terms and Conditions –Commercial Items, paragraph (c), Changes; request changes within the scope

of the contract. These changes may be required to improve performance or react to changes in technology.

The Contractor may propose for the Government's technological refreshment, substitutions or additions for any provided products or services that may become available as a result of technological improvements. The Government may, at any time during the term of this contract or any extensions thereof, modify the contract to acquire products which are similar to those under the contract and that the Contractor has, or has not, formally announced for marketing purposes. This action is considered to be within the scope of the contract. At the option of the Government, a demonstration of the substitute product may be required. The Government is under no obligation to modify the contract in response to the proposed additions or substitutions.

Such substitutions or additions may include any part of, or all of, a given product(s) provided that the following conditions are met and substantiated by documentation in the technological refreshment proposal:

- a. The proposed product(s) shall meet all of the technical specifications of this document and conform to the terms and conditions cited in the contract.
- b. The proposed product(s) shall have the capacity, performance, or functional characteristics equal to or greater than, the current product(s).
- c. The proposal shall discuss the impact on hardware, services, and delivery schedules. The cost of the changes not specifically addressed in the proposal shall be borne entirely by the Contractor.
- d. Contractor has the right to withdraw, in whole or in part, any technological refreshment proposal prior to acceptance by the Government. Contractor will use commercially reasonable efforts to ensure that prices for substitutions or additions are comparable to replaced or discontinued products. If a technological refreshment proposal is accepted and made a part of this contract, an equitable adjustment, increasing or decreasing the contract price, may be required and any other affected provisions of this contract shall be made in accordance with FAR clause 52.212-4, paragraph (c), Changes, and other applicable clauses of the contract.

7. QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

This plan provides an effective method to promote satisfactory contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor Contractor performance, advise the Contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The Contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to monitor quality to ensure that contract standards are achieved.

Performance Objective	Scope of Work Para	Performance Threshold
<u>Services.</u> Performs all work, including	1. thru 6.	All required services are

**Dedicated Internet Services
U.S. Embassy Tegucigalpa, Honduras**

furnishing all labor, installation, material and equipment to provide Dedicated Internet Services, in different locations throughout Honduras to the U. S. Embassy in Tegucigalpa, Honduras; services set forth in the scope of work.		performed and no more than one (01) customer complaint is received per month for the total of delivery orders under this contract.
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SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (OCT 2018) AND (DEVIATION 2017-02) (JUNE 2017), is incorporated by reference (see SF-1449, Block 27A)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (AUG 2019)

(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) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2019)

(4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

(6) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

(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. 4704](#) and [10 U.S.C. 2402](#)).

— (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#))).

— (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

— (3a) [52.203-17](#) Contractor Employee Whistleblower Rights And Requirement To Inform Employees Of Whistleblower Rights (Apr 2014)

X (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

— (5) [Reserved].

— (6) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

— (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

- X** (8) [52.209-6](#), Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).
- __ (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).
- __ (10) [Reserved].
- __ (11)(i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).
- __ (ii) Alternate I (Nov 2011) of [52.219-3](#).
- __ (12)(i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- __ (ii) Alternate I (JAN 2011) of [52.219-4](#).
- __ (13) [Reserved]
- __ (14)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).
- __ (ii) Alternate I (Nov 2011).
- __ (iii) Alternate II (Nov 2011).
- __ (15)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- __ (ii) Alternate I (Oct 1995) of [52.219-7](#).
- __ (iii) Alternate II (Mar 2004) of [52.219-7](#).
- __ (16) [52.219-8](#), Utilization of Small Business Concerns (Oct 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- __ (17)(i) [52.219-9](#), Small Business Subcontracting Plan (Aug 2018) ([15 U.S.C. 637\(d\)\(4\)](#)).
- __ (ii) Alternate I (Nov 2016) of [52.219-9](#).
- __ (iii) Alternate II (Nov 2016) of [52.219-9](#).
- __ (iv) Alternate III (Nov 2016) of [52.219-9](#).
- __ (v) Alternate IV (Nov 2016) of [52.219-9](#).
- __ (18) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011) ([15 U.S.C. 644\(r\)](#)).
- __ (19) [52.219-14](#), Limitations on Subcontracting (Jan 2017) ([15 U.S.C. 637\(a\)\(14\)](#)).
- __ (20) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- __ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).
- __ (22) [52.219-28](#), Post Award Small Business Program Rerepresentation (Jul 2013) ([15 U.S.C. 632\(a\)\(2\)](#)).
- __ (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) ([15 U.S.C. 637\(m\)](#)).
- __ (24) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) ([15 U.S.C. 637\(m\)](#)).
- __ (25) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- X** (26) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).
- __ (27) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).

- (28)(i) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O. 11246).
- (ii) Alternate I (FEB 1999) of [52.222-26](#).
- (29)(i) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015)([38 U.S.C. 4212](#)).
- (ii) Alternate I (JUL 2014) of [52.222-35](#).
- (30)(i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (July 2014) ([29 U.S.C. 793](#)).
- (ii) Alternate I (JULY 2014) of [52.222-36](#).
- (31) [52.222-37](#), Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- (32) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- X** (33)(i) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- (ii) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- (34) [52.222-54](#), Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- (35)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (36) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- (37) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- (38)(i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Oct 2015) of [52.223-13](#).
- (39)(i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of [52.223-14](#).
- (40) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- (41)(i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of [52.223-16](#).
- X** (42) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- (43) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).
- (44) [52.223-21](#), Foams (JUN 2016) (E.O. 13693).
- (45)(i) [52.224-3](#), Privacy Training (JAN 2017) (5 U.S.C. 552a).
- (ii) Alternate I (JAN 2017) of [52.224-3](#).
- (46) [52.225-1](#), Buy American—Supplies (May 2014) ([41 U.S.C. chapter 83](#)).

__ (47)(i) [52.225-3](#), Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

__ (ii) Alternate I (May 2014) of [52.225-3](#).

__ (iii) Alternate II (May 2014) of [52.225-3](#).

__ (iv) Alternate III (May 2014) of [52.225-3](#).

__ (48) [52.225-5](#), Trade Agreements (AUG 2018) ([19 U.S.C. 2501](#), et seq., [19 U.S.C. 3301](#)note).

X (49) [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).

__ (50) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

__ (51) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

__ (52) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

X (53) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

__ (54) [52.232-30](#), Installment Payments for Commercial Items (Jan 2017) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

X (55) [52.232-33](#), Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

__ (56) [52.232-34](#), Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

__ (57) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C. 3332](#)).

__ (58) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

__ (59) [52.242-5](#), Payments to Small Business Subcontractors (Jan 2017)([15 U.S.C. 637\(d\)\(12\)](#))

__ (60)(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](#).

__ (ii) Alternate II (FEB 2006) of [52.247-64](#).

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

[Contracting Officer check as appropriate.]

__ (1) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

__ (2) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)).

__ (3) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

__ (4) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

__ (5) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

__ (6) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

__ (7) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

__ (8) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).

__ (9) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

__ (10) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)).

(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 (Oct 2015) ([41 U.S.C. 3509](#)).

(ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

- (iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).
- (iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications or Equipment (AUG 2019)
- (v) [52.219-8](#), Utilization of Small Business Concerns (Oct 2016) ([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 \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.
- (vi) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](#).
- (vii) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015)
- (viii) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O. 11246).
- (ix) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015) ([38 U.S.C. 4212](#)).
- (x) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).
- (xi) [52.222-37](#), Employment Reports on Veterans (Feb 2016) ([38 U.S.C. 4212](#))
- (xii) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).
- (xiii) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).
- (xiv) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O 13627). Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O 13627).
- (xv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- (xvi) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- (xvii) [52.222-54](#), Employment Eligibility Verification (OCT 2015) (E.O. 12989).
- (xviii) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).
- (xix) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (xx)(A) [52.224-3](#), Privacy Training (JAN 2017) (5 U.S.C. 552a).
 - (B) Alternate I (JAN 2017) of [52.224-3](#).
- (xxi) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
- (xxii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).
- (xxiii) [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):

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://www.acquisition.gov/far/> or, <http://farsite.hill.af.mil/vffara.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition Website at <https://www.ecfr.gov/cgi-bin/text-idx?SID=2e978208d0d2aa44fb9502725ecac4e5&mc=true&tpl=/ecfrbrowse/Title48/48chapter6.tpl> to see the links to the FAR. You may also use an internet "search engine" (for example Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-12	UNIQUE ENTITY IDENTIFIER MAINTENANCE (OCT 2016)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2016)
52.204-18 (JUL 2016)	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.229-6	FOREIGN FIXED PRICE CONTRACTS (FEB 2013)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)

The following FAR clause(s) is/are provided in full text:

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through base period or option periods if exercised.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than USD \$ 10,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--
(1) Any order for a single item in excess of USD \$ 50,000.00;
(2) Any order for a combination of items in excess of \$ 180,000.00; or
(3) A series of orders from the same ordering office within 01 (one) day that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirement clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within one (01) day after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after one year beyond the contract’s effective period.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. 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)

(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 (03) 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 of the current calendar year. 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 of the current calendar year, 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 clause(s) is/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.

652.216-70 ORDERING - INDEFINITE-DELIVERY CONTRACT (APR 2004)

The Government shall use one of the following forms to issue orders under this contract:

- (a) The Optional Form 347, *Order for Supplies or Services*, and Optional Form 348, *Order for Supplies or Services Schedule - Continuation*; or,
- (b) The DS-2076, *Purchase Order, Receiving Report and Voucher*, and DS-2077, *Continuation Sheet*.

**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 the invoice per Delivery Order (delivery of fuel) by email to the email address facturastgu@state.gov following the instructions that will be issued once this Contract is awarded. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

(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 CORs for this contract are:

- b.01. COR Administrative Assistant - MGT / IMO / ISC
- b.02. COR DHS Investigator – DHS/ICE
- b.03. COR Administrative Assistant – DHS/CBP/CSI
- b.04. COR Commercial Assistant – DOC/ITA
- b.05. COR Vehicles and Drivers Safety Coordinator
- b.06. COR Residential Security Coordinator – RSO
- b.07. POC Detachment Commander - MSG

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.

652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS WITHIN
THE UNITED STATES (JUL 1988)

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

SECTION 3 - SOLICITATION PROVISIONS

FAR 52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (OCT 2018), is incorporated by reference (see SF-1449, Block 27A)

A. SUMMARY OF INSTRUCTIONS. Each offer must consist of the following:

A.1. A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Section 1 has been filled out.

A.2. Information demonstrating the offeror's/quoter's ability to perform, including:

1. The name, address and telephone number of the offeror.
2. Name of a Project Manager (or other liaison to the U.S. Embassy/Consulate) who understands written and spoken English;
3. Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing;
 - 3.1. List of clients over the past three years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in Honduras then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:
 - Quality of services provided under the contract;
 - Compliance with contract terms and conditions;
 - Effectiveness of management;
 - Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
 - Business integrity / business conduct.

The Government will use past performance information primarily to assess an offeror's capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror's work experience. The Government may also use this data to evaluate the credibility of the offeror's proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.

4. Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;

5. The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided.
 - (a) (1) If insurance is required by the solicitation, a copy of the Certificate of Insurance(s), **or** (2) a statement that the Contractor will get the required insurance, and the name of the insurance provider to be used.
6. Confirmation that once a Delivery Order is confirmed, installation shall be performed in the next five (05) business days, or accord to logistic coordinated with the COR.
7. Confirm a fixed price in case one Delivery Order (service / point of connection) must be relocated within its original city, Page 8 of the Pricing Section.
8. Confirm that a single Delivery Order may be requested as minimum per one (01) month, maintaining the proposed prices and with no restrictions on the Contractor's side.
9. Provide the current billing process implemented considering tax-exempted services, which must include but not be limited to:
 - Range of dates to submit pro-form invoice by the Contractor to the COR or POC
 - Range of dates to receive the tax exoneration form from the COR or POC
 - Range of dates to submit the original tax-exempted invoice by the Contractor
10. Provide the Trouble Escalation Procedure
11. The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to:
 - 11.1. any property of the Contractor,
 - 11.2. its officers,
 - 11.3. agents,
 - 11.4. servants,
 - 11.5. employees, or
 - 11.6. any other person,arising from an incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising, except in the instance of gross negligence on the part of the Government.

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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>

These addresses are subject to change. If the FAR is not available at the locations indicated above, use of an internet “search engine” (for example, Google, Yahoo, Excite) is suggested to obtain the latest location of the most current FAR provisions.

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

PROVISION TITLE AND DATE

52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

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 RFQ. 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;
- 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; and
- Be otherwise qualified and eligible to receive an award under applicable laws and regulations