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SECTION 1 - THE SCHEDULE
CONTINUATION TO SF-18, RFQ NUMBER S-GT50016Q0005
PRICES BLOCK 11

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, profit and taxes. 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.

Routers, Transceivers and Fiber Optic Cable must be supplied by the ISP as part of the service, and not be sold to INL-MRI, and if an event of malfunction occurs with any of the devices or parts (Router, Transceiver, Fiber Optics Cables), **they should be replaced/repaired as a part of the service, and the Internet service itself should be fully restored and working at INL-MRI Offices within a maximum period of 3 hours.**

II. Base Period

The contract will be for a five-year period from the date of the contract award and a notice to proceed with one base year and four (4) 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 Quetzales. Carrier shall be responsible for payment end-to-end circuit billing.

2.1. The firm fixed-prices are in Quetzales:

Contract Line Item #	Description of Services	Number of Months	Monthly Price *Quetzales*	Total Firm Fixed Price *Quetzales*
1	**Provided Router**	12		
2	**US Embassy- Guatemala- INL-MRI Dedicated Internet Network link for INL-MRI Agency at PNC Station SDGAIA, Km. 101 (Puerto Quetzal). High Speed Internet Connectivity network through a local ISP of 5Mpbs availability for 10 Public IP addresses, (consecutives) additional IP's will be provided if requested. Includes a redundant full duplex Internet service through Fiber Optical redundant, 1:1 wire By-Polar.**	12		
Grand Total				

2.1.2 FIRST OPTION YEAR PERIOD – 12 months

Contract Line Item #	Description of Services	Number of Months	Monthly Price *Quetzales*	Total Firm Fixed Price *Quetzales*
1	**Provided Router**	12		
2	**US Embassy- Guatemala- INL-MRI Dedicated Internet Network link for INL-MRI Agency at PNC Station SDGAIA, Km. 101 (Puerto Quetzal). High Speed Internet Connectivity network through a local ISP of 5Mpbs availability for 10 Public IP addresses, (consecutives) additional IP's will be provided if requested. Includes a redundant full duplex Internet service through Fiber Optical redundant, 1:1 wire By-Polar.**	12		
Grand Total				

2.1.3 SECOND OPTION YEAR PERIOD – 12 months

Contract Line Item #	Description of Services	Number of Months	Monthly Price *Quetzales*	Total Firm Fixed Price *Quetzales*
1	**Provided Router**	12		
2	**US Embassy- Guatemala- INL-MRI Dedicated Internet Network link for INL-MRI Agency at PNC Station SDGAIA, Km. 101 (Puerto Quetzal). High Speed Internet Connectivity network through a local ISP of 5Mpbs availability for 10 Public IP addresses, (consecutives) additional IP's will be provided if requested. Includes a redundant full duplex Internet service through Fiber Optical redundant, 1:1 wire By-Polar.**	12		
Grand Total				

2.1.4 THIRD OPTION YEAR PERIOD – 12 months

Contract Line Item #	Description of Services	Number of Months	Monthly Price *Quetzales*	Total Firm Fixed Price *Quetzales*
1	**Provided Router**	12		
2	**US Embassy- Guatemala- INL-MRI Dedicated Internet Network link for INL-MRI Agency at PNC Station SDGAIA, Km. 101 (Puerto Quetzal). High Speed Internet Connectivity network through a local ISP of 5Mpbs availability for 10 Public IP addresses, (consecutives) additional IP's will be provided if requested. Includes a redundant full duplex Internet service through Fiber Optical redundant, 1:1 wire By-Polar.**	12		
Grand Total				

2.1.5 FOURTH OPTION YEAR PERIOD – 12 months

Contract Line Item #	Description of Services	Number of Months	Monthly Price *Quetzales*	Total Firm Fixed Price *Quetzales*
1	**Provided Router**	12		
2	**US Embassy- Guatemala- INL-MRI Dedicated Internet Network link for INL-MRI Agency at PNC Station SDGAIA, Km. 101 (Puerto Quetzal). High Speed Internet Connectivity network through a local ISP of 5Mpbs availability for 10 Public IP addresses, (consecutives) additional IP's will be provided if requested. Includes a redundant full duplex Internet service through Fiber Optical redundant, 1:1 wire By-Polar.**	12		
Grand Total				

Base Period: ***Quetzales*_____**

First Option Year: ***Quetzales*_____**

Second Option Year: ***Quetzales*_____**

Third Option Year: ***Quetzales*_____**

Fourth Option Year: ***Quetzales*_____**

Grand Total Contract Price, including Option Year: ***Quetzales*_____**

The Department requests the contractor to provide pricing for future increases/decreases in circuit bandwidth. These prices are subject to re-evaluation at the time of request by the 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.

SCHEDULE OF SUPPLIES/SERVICES, BLOCK 11 (b)
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

I. Scope of Work

The purpose of this firm fixed price purchase order is to obtain Router, VPN, Internet Services, and Circuitry for the U.S. Embassy- Guatemala- INL- MRI**.**

The local Telecommunication's Internet Service Provider (ISP) contracting firm must provide internet services and dedicated leased line channels and circuitry for connecting Remote US Embassy Guatemala– INL- MRI data links as shown below in this technical paper.

This is the list of required services:

1. Service: DIN- U.S. Embassy- Guatemala-INL-MRI

Name: Dedicated High Speed Internet Connectivity Network Link.

Description: One (1) dedicated high speed internet link connectivity network through local ISP of 5 Mbps Availability for 10 consecutive public IPs addresses,
Additional IP's will be provided if requested.
Includes a Digital Band Width Full Duplex (Symmetrical) Internet service through
Fiber Optical Redundant for primary and secondary link, 1:1 wire By-Polar and one Router.

Type of Service: Dedicated Internet Connectivity Network Link

Location: **PNC Station SDGAIA, Km. 101** (Puerto Quetzal)

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/365 days, 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 Megabits per second (Mbps), without distortion. Required Bandwidth connection is defined in each service description.

- Both circuits must be Fiber Optic, terrestrial and direct from the local ISP to U.S.-

Embassy-Guatemala-INL-MRI compound in **PNC Station SDGAIA, Km. 101**, Puerto Quetzal, each with a separate circuit from the ISP in order to prevent loss of signal due to cable cut off.

- The required circuits shall be installed and delivered to INL-MRI offices on or before 20 calendar days after the Contract is awarded.

- 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. Service availability Acceptance Level is computed by 365 calendar days times 24 hours per day times 99.99%.

- Internet connection must achieve true 99.99% uptime and service availability per month in order to comply with the "9s" table that specified that the service will be down or offline a maximum of 52.56 minutes per year, or 4.32 minutes per month, or 1.01 minutes per week, and in case of critical external event, the service should be reestablished within a period of 3 hours.

- **If service downtime exceeds 8 hours, the exceeding time shall be deducted from the monthly payment.**

- 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 and upload capacity provided, must be the higher QOS percentage possible but, at minimum, greater than 99.99% 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 Guatemala Network Access Point (NAP).

- Option to increase the bandwidth of the service could be requested when needed by INL-MRI Computer Department based on hardware and/or software needs, and not necessarily a constant and yearly increase.

- The Service Provider shall perform maintenance and/or replacement of the installed equipment 4 times a year in order to ensure Service and Equipment quality.

- As for the Redundancy circuits, in case of a downtime on the main circuit, the backup circuit shall become available automatically, and the downed circuit (either the main or the backup circuit) must be restored within 3 hours maximum.

- No special filters other than the ones required for normal operation shall be installed on the connections. If any additional filter should be applied, they must be approved by INL-MRI Computer Department, none of the standard filters should deny any remote connections already established to our servers.

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

- Internet Service Provider (ISP) must have redundancy in the Internet backbone between Guatemala and USA. For instance, If NAP Guatemala backbone fail, NAP Americas, NAP Sprint, or any other alternate backbone paths shall be available.

- A diagram or map, should be provided in order to know the paths of main and secondary circuit.

- Internet Service Provider (ISP) must provide fault-tolerance Fiber Optic connectivity to the very end at the U.S.-Embassy-INL-MRI compound Telecommunications Service Entrance Facilities (TSEF) Room.

Network Identification.

- Internet Service Provider (ISP) must provide a block of ten (10) consecutive public internets IP addresses on a single subnet for Internet services. This public IPs should be free to use as needed by INL-MRI.

- When the equipment provided by ISP is installed and working in INL-MRI facility; all public IPs assigned to INL-MRI need to be tested by ISP technical personnel in the presence of INL-MRI IT personnel to check that all public IPs have a clean

"Trace Route" to any destination in order to check the path that packets take across the Internet, showing each of the individual routers (hops) that handle the packets, as well as measuring the time (network latency) taken to deliver the packets to each route.

- In case of a change of the current ISP, the Public IPs that will be provided, should be notified within at least a week in advance to INL-MRI IT Personnel in order to ~~to~~ redirect any traffic to the new IPs assigned, and the new installation (if another ISP is selected) has to be up, tested and running prior to disconnect the current ISP, with all the above requirements.
- Internet Service Provider (ISP) must provide IP addresses used to identify the single subnet address in Classless Inter-Domain Routing address specification~~.~~
- In the event of a change in the IP's provided by the ISP, INL-MRI should receive a written notice with at least 2 months prior to the change deadline date, so INL-MRI can proceed with any reconfigurations.
- An exclusive and secure web page shall be provided in order to monitor internet service performance; both, main and secondary circuits should be displayed to check consistency of service. This service shall include a unique user name and password controlled by INL-MRI IT Personnel.
- Helpdesk and technical support should be available 24*7*365.
- Problem management and escalation process file, should be provided in advance with technical support personnel, sales representative and corporate sales manager data (names, office telephone and extension number, cellular telephone number, company e-mail 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 routers and Data media converters or transmission devices in all cases.
- Power standard sources must be 110 VAC/60 HZT

- 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

- Expected service availability and reliability must be at minimum 99.99%.

- 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.

- 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, and digital circuits capable of supporting synchronous traffic (5Mbps), between the Main Distribution Frame [MDF] of the provider and the Main Distribution Frame (MDF) customer. For clear channel circuits, they shall be completely transparent to 5,120 kbps data, 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.

B. This digital service shall be via Fiber Optical Redundant. The service shall be for the exclusive use of U.S.-Embassy-INL-MRI, 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 U.S.-Embassy-INL-MRI 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: (1) timing to the American Embassy will be provided by the contractor's facility.

H. RESERVED
I. RESERVED

J. Services. This is a firm fixed-price contract for the lease of one full period, full duplex, clear channel, digital circuits and internet leased lines capable of supporting synchronous traffic. For the clear channel circuits, they shall be completely transparent to 5,120 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.

K. 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 99.99% of the time, for all time.

L. Acceptable Level of Performance. The Standard of Performance (SP) for this contract is 99.99% percent availability per month (100 percent less 0.1 percent each month for corrective and preventive maintenance) previous notification of such maintenance should be notified to INL-MRI IT personnel a week in advance.

M. 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.

N. Term of Contract: The required circuits shall be installed and delivered to the Destination Point on or before 20 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.
O. 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.

P. Option CLINs, e.g. 0005 through 012, if exercised, as reflected in Section 1, shall be for Twelve (12) months each, commencing at the expiration of the previous period of performance or a negotiated period.

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

1 Name of Contractor;
2 Date of Invoice;
3 Original 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.

R. The circuit described above is exempt, under Article 34 of the Vienna Convention on Diplomatic Relations, from the Special Access Surcharges or foreign taxes, including Value Added Taxes.

S. 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.

T. Government-Furnished Equipment (GFE): USG computer equipment and internal switches. 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***: GSO, 2326-4232.***

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 99.99% acceptance level equals 8759.12 hours annum. (365 x 24 = 8760 x 99.99%= 8,759.12). Monthly Circuit Availability is computed by the calendar days per month times 24 (hours per day) times 99.99% acceptance level (example: 31 x 24 = 744 x 99.99% = 743.93).

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 52.56 minutes (8760 x.1%). **The maximum cumulative monthly downtime that shall be acceptable for corrective or preventative maintenance shall be 1% of the total available hours for the month.**

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 and confirmed by the Government (or its representative).

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 52.56cumulative–minutes or more during any one contract year (365 calendar days) or depending on the number of hours for the month 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 3 hours but not greater than 6 hours for any one outage shall be assessed at a daily rate. Any increment of 3 hours beyond the initial 6 hours of any one outage shall be assessed at the standards for the hourly rate up to 12 hours, however between-6 and 12 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 30 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 1 hour, 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 2 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 immediately. 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 3 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.

SECTION 2 - CONTRACT CLAUSES

FAR 52.204-7 CENTRAL CONTRACTOR REGISTRATION (DEC 2012), is incorporated by reference.

FAR 52.212-4, CONTRACT TERMS AND CONDITIONS – COMMERICAL ITEMS (MAY 2015) is incorporated by reference. (See SF-18).

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (MAY 2015)

(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)).

___Alternate I (Aug 2007) of 52.222-50 (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:

_**X**_ (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).

_**X**_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

__ (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.)

__ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Aug 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

__ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

__ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

__ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).

__ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

__ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

__ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__ (11) [Reserved]

__ (12)(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).

__ (13)(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.

__ (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

__ (15)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637(d)(4)).

__ (ii) Alternate I (Oct 2001) of 52.219-9.

__ (iii) Alternate II (Oct 2001) of 52.219-9.

__ (iv) Alternate III (Jul 2010) of 52.219-9.

__ (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).

__ (17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

__ (18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

__ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

__ (ii) Alternate I (June 2003) of 52.219-23.

__ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

__ (21) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

__ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).

__ (23) 52.219-28, Post Award Small Business Program Representation (Apr 2012) (15 U.S.C. 632(a)(2)).

__ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) (15 U.S.C. 637(m)).

__ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) (15 U.S.C. 637(m)).

__ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

__ (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).

__ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

__ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

__ (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).

__ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

__ (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

__ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

__ (34) 52.222-54, Employment Eligibility Verification (JUL 2012). (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) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

__ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

__ (ii) Alternate I (DEC 2007) of 52.223-16.

__ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

__ (39) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

__ (40)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (Nov 2012) (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 (Mar 2012) of 52.225-3.

__ (iii) Alternate II (Mar 2012) of 52.225-3.

__ (iv) Alternate III (Nov 2012) of 52.225-3.

__ (41) 52.225-5, Trade Agreements (Nov 2012) (19 U.S.C. 2501, *et seq*., 19 U.S.C. 3301 note).

__ (42) 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).

__ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

__ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

__ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

__ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X___(47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

__ (48) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

__ (49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

__ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

__ (51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

__ (ii) Alternate I (Apr 2003) of 52.247-64.

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

__ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq*.).

__ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq*.).

__ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq*.).

__ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq*.).

__ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 351, *et seq*.).

__ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

__ (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

__ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

__ (9) 52.237-11, Accepting and Dispensing of $1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(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 (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (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 $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 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.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

(ix) 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)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 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:

Clause	Title and Date
52.204-9	Personal Identify Verification of Contractor Personnel (JAN 2011)
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JULY 2013)
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 clauses are included in full text:

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 five (5) 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 December 31, 2013. 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 December 31, 2013, 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 to the office identified below. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

Avenida Reforma 7-01, zona 10
Att. Financial Management Office- FMO-

For payments inquiries, please contact the FMO Section 2326-4584 or 2326-4253; from Monday through Friday From 7:00 a.m. to 5:00 p.m.

The contractor shall include Value Added Tax (VAT) on invoices submitted for payment.

(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 ***INL IT Supervisor.***

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

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

(2) That is 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 (FEB 2012), is incorporated by reference. (See SF-18, block 11).

ADDENDUM TO 52.212-1

None

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:

Clause	Title and Date
52.209-7	Information Regarding Responsibility Matters (JULY 2013)
52.214-34	Submission of Offers in the English Language (APR 1991)
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications. (MAR 2015)

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

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 Officer at 2326-1000.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.

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. Contractor is encouraged to provide additional information about the company such as company brochure, technical proposal, client list, financial statement, etc. that are going to be evaluated. 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-18, block 11", 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;
- 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

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):

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

(a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
(b) For acquisitions conducted using negotiation procedures—

(1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
(2) On the date specified for receipt of proposal revisions.

SECTION 5 - OFFEROR REPRESENTATIONS AND CERTIFICATIONS

52.212-3 Offeror Representations and Certifications—Commercial Items (MAR 2015).

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via https://www.acquisition.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 (o) of this provision.

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

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Inverted domestic corporation", as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

"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 (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) 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.

"Sensitive technology"—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"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 size standards in this solicitation.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

"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 business concern" means a concern which 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 its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"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.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(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 accessed through https://www.acquisition.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 _____.

(c) RESERVED

(d) RESERVED

(e) RESERVED

(f) RESERVED

(g) RESERVED

(h) RESERVED

(i) RESERVED

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

(1) Listed end products.

Listed End Product	**Listed Countries of Origin**
_____	_____
_____	_____

(2) *Certification*.

[**X**] (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) RESERVED

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[ ] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror o does o does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[**X**] (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror o does o does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(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)*.

o TIN: _____.

o TIN has been applied for.

o TIN is not required because:

o 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;

o Offeror is an agency or instrumentality of a foreign government;

o Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

o Sole proprietorship;

o Partnership;

o Corporate entity (not tax-exempt);

o Corporate entity (tax-exempt);

o Government entity (Federal, State, or local);

o Foreign government;

o International organization per 26 CFR 1.6049-4;

o Other _____.

(5) *Common parent*.

o Offeror is not owned or controlled by a common parent;

o Name and TIN of common parent:

Name _____.

TIN _____.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) *Relation to Internal Revenue Code*. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) *Representation*. By submission of its offer, the offeror represents that—

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) *Sanctioned activities relating to Iran*.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and Certification*. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act.

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.*, 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of provision)

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

652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES (AUG 1999)

(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 *where there are no* 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 there *are* local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____

(b) The contracting officer has determined that for performance in the country of Guatemala–

X 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.

(End of provision)