



American Embassy Lima
December, 2008

Prospective Offeror

Subject: Request for Quotations number SOPE500-09-C-I004

Enclosed is a Request for Quotations (RFQ) for TIER 1 Internet access bandwidth services. If you would like to submit a quotation, follow the instructions in Section 3 of the solicitation, complete the required portions of the attached document, and submit it to the address shown on the Standard Form 1449 that follows this letter. (Sections 1 and 5)

The U.S. Government intends to award a contract to the responsible company submitting an acceptable quotation at the lowest price. We intend to award a contract/purchase order 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.


A site visit will be held on January 15, 2009 at 10:00 am. Please submit your quotations in writing to Jennifer Bauer, Av. Lima Polo cdr 2, Monterrico no later than January 20, 2009 by 2:00pm. No offers will be received after this date and time.

Sincerely,

A handwritten signature in black ink, appearing to read 'S. Blomquist', written over a horizontal line.

Scott Blomquist
Contracting Officer

Enclosure

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30			1. REQUISITION NUMBER	PAGE 1 OF
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE (mm-dd-yyyy)	4. ORDER NUMBER	5. SOLICITATION NUMBER SOPE500-09-C-I004	6. SOLICITATION ISSUE DATE (mm-dd-yyyy) 12-24-2008
7. FOR SOLICITATION INFORMATION CALL: 		a. NAME Jennifer Bauer	b. TELEPHONE NUMBER (No collect calls) 618-2190	8. OFFER DUE DATE/ LOCAL TIME 1/20/2008 @ 2pm

9. ISSUED BY American Embassy, Lima - Contracting Office (GSO) Av. La Encalada cdr 17 s/n Monterrico, Surco	CODE	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR	<input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS	13b. RATING
		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP

15. DELIVERY TO American Embassy, Lima - MAAG Av. La Encalada cdr 17 s/n Monterrico, Surco	CODE	16. ADMINISTERED BY American Embassy, Lima ISC Av. La Encalada cdr 17 s/n Monterrico, Surco	CODE
17a. CONTRACTOR/OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY American Embassy, Lima Financial and Management Office (FMO) Av. La Encalada cdr 17 s/n Monterrico Surco

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Provision of internet service according to Scope of Work. <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				0.00

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only) 0.00
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<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
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<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ (mm-dd-yyyy). YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, AS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
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30b. NAME AND TITLE OF SIGNER (Type or print)	30c. DATE SIGNED (mm-dd-yyyy)	31b. NAME OF CONTRACTING OFFICER (Type or Print) Scott Blomquist	31c. DATE SIGNED (mm-dd-yyyy)
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SECTION 1 - THE SCHEDULE
CONTINUATION TO SF-1449, RFQ NUMBER SOPE500-R-I002
SERVICES REQUIRED AND PRICING

1. Description of Services

The purpose of this firm fixed price contract is to contract TIER 1 Internet access bandwidth services in accordance with Attachment A.

2. Performance Period

The contract will be for a one-year period from the date of the contract award, with 4 one-year options to renew.

3. Price of the Contract

3.1 Base Year price:

	Bandwidth	4096 kbps	5120 kbps
	Overbooking	1:1	1:1
INSTALLATION			
A. Cabling	1) Fiber Optic Installation Costs from ISP to Embassy Frame Room	US\$	US\$
B. Equipment	1) Router Rent Cost	US\$	US\$
	2) Media Converter Rent Cost	US\$	US\$
	3) Installation and Configuration Cost	US\$	US\$
SubTotal			
IGV Tax			
SERVICE			
	1) Maintenance Cost	US\$	US\$
	2) Monthly Service Cost	US\$	US\$
	3) Time required by the ISP to provide service access at the Embassy	days	days
Other Costs		US\$	US\$
SubTotal			
IGV Tax			
GRAND TOTAL			
BASE YEAR			

3.2 First Option Year:

	Bandwidth	4096 kbps	5120 kbps
	Overbooking	1:1	1:1
Service	1) Maintenance Cost	US\$	US\$
	2) Monthly Service Cost	US\$	US\$
	3) Time required by the ISP to provide service access at the Embassy	days	days
Other Costs		US\$	US\$
Subtotal			
IGV Tax			
Grand Total			

3.3 Second Option Year:

	Bandwidth	4096 kbps	5120 kbps
	Overbooking	1:1	1:1
Service	1) Maintenance Cost	US\$	US\$
	2) Monthly Service Cost	US\$	US\$
	3) Time required by the ISP to provide service access at the Embassy	days	days
Other Costs		US\$	US\$
Subtotal			
IGV Tax			
Grand Total			

3.4 Third Option Year:

	Bandwidth	4096 kbps	5120 kbps
	Overbooking	1:1	1:1
Service	1) Maintenance Cost	US\$	US\$
	2) Monthly Service Cost	US\$	US\$
	3) Time required by the ISP to provide service access at the Embassy	days	days
Other Costs		US\$	US\$
Subtotal			
IGV Tax			
Grand Total			

3.5 Fourth Option Year:

	Bandwidth	4096 kbps	5120 kbps
	Overbooking	1:1	1:1
Service	1) Maintenance Cost	US\$	US\$
	2) Monthly Service Cost	US\$	US\$
	3) Time required by the ISP to provide service access at the Embassy	days	days
Other Costs		US\$	US\$
Subtotal			
IGV Tax			
Grand Total			

3.6 Total Price of the Contract:
(Base year plus options and IGV Tax)

	4096 kbps	5120 kbps
	1:1	1:1
Subtotal		
IGV Tax		
Grand Total		

The above prices are in U.S. Dollars, include IGV taxes and covers the cost of labor, all necessary tools and its accessories, testing equipment, instrument calibration tools, ext. required for the performance of the services.

4. Billing Procedures

Invoicing for internet services shall be in US Dollars. The Embassy Rate of Exchange will apply.

Payment will be made by the Embassy Cashier 30 calendar days upon receipt of original invoice and services by means of US Treasury Check.

EXHIBIT A

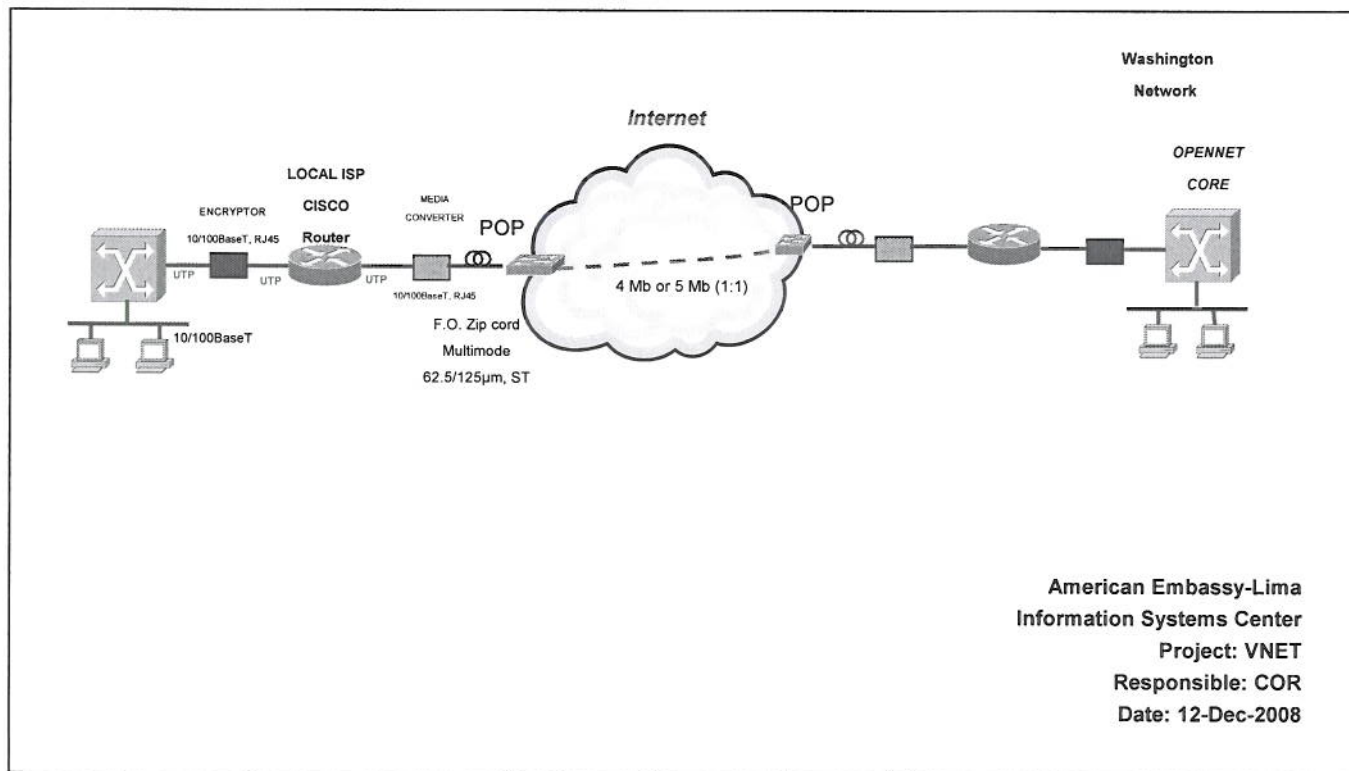
SCOPE OF WORK

American Embassy Lima requires local TIER 1 Internet Service Provider (ISP) for 4,096 kbps and 5,120 kbps of Internet access bandwidth. The offeror must take in consideration the details below.

Specifications

The following Internet IP information is required from the offeror:

- a) Static Public IP addresses for VPN equipment
- b) Network mask
- c) Default gateway
- d) ISP interface connector (Media Converter) must have Fiber Optic ST and RJ-45 with 10/100BaseT interfaces.
- e) ISP availability: "Always on 24/7"
- f) ISP connection must NOT use Network Address Translation (NAT)
- g) ISP must permit all IP protocols (including but not limited to UDP, TCP and IPSEC) to transit without filters or proxies. Unfiltered access to the Internet is required without ISP firewall blocking.
- h) ISP must permit the installation of Customer VPN encryption devices on circuit.
- i) Router features and specification must be offered by the vendor, the recommendation must include the replace of the equipment in case of failure or technology change.
- j) See diagram provided for more details.
- k) Service should be up and running on **March 15, 2009**.



SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4, CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (SEP 2005), IS INCORPORATED BY REFERENCE. (SEE SF-1449, BLOCK 27B).

ADDENDUM TO 52.212-4

None

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items (SEP 2005)

- (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) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).
 - (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public 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:

	Clause Number and Title
X	(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
	(2) – (14) [Reserved].
	(15) 52.222-19, Child Labor – Cooperation with Authorities and Remedies (SEP 2002) (E.O. 13126).
	(16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
	(17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
	(18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
	(19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
	(20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
X	(21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
	(22) – (24) [Reserved].
	(25) 52.225-5, Trade Agreements (JAN 2005) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
X	(26) 52.225-13, Restrictions on Certain Foreign Purchases (MAR 2005) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
	(27) – (30) [Reserved].
	(31) 52.232-33, Payment by Electronic Funds Transfer – Central Contractor

	Registration (OCT 2003) (31 U.S.C. 3332).
X	(32) 52.232-34, Payment by Electronic Funds Transfer – Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
	(33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
X	(34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
	(35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).
	(ii) Alternate I (APR 1984) of 52.247-64.

(c) [Reserved]

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

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

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

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

(e)(1) *[This paragraph applies only if award is made to a U.S. firm]* 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 paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause –

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) [Reserved].

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64).