

Embassy of the United States of America in Guatemala-NAS-ICE

Scope of Work

1. **Project Title:** ICE Vetted Unit
2. **Contractor Selection Criteria:** Technically feasible offer at the best price.

3. **Project Justification:**

Equipment will be used in support DHS-ICE vetted unit, which has recently been expanded to 22 members. As a result the unit moved into a new location where the need of a computer network has been identified in order to support daily operations related to case evaluation, research investigations and report submission.

4. **Deliveries and Technical Specifications:**

Bar Chart

Computer servers, work stations, software, printers and UPS's. (Exhibit "A").

5. **Delivery Location:**

11 Calle 0-88 Zona 14, POC: Carmen Elisa Herrera.

6. **Acceptance and Payment Terms:**

Acceptance of completed tasks and Invoice under this Purchase Order Contract shall be based on:

- a. The successful completion of all items as described in this document.
- b. The successful completion of Deliverables.

EXHIBIT "A"

PRIMARY SERVER (1)

QUANTITY	DESCRIPTION	PRICE
1	Server, rack type, Operating System Windows server 2012 Standard 64 bits, with Hyper-V, 2 virtual licenses (included) with media, and 5 Client Access Licenses.	
	32 Gigabytes of RAM	
2	Processor Intel Xeon quad core 2.3 GHz. (mínimum)	
2	Hard Drives 250GB (minimum) for the operating system, Raid 0 (mirror).	
4	Hard Drives of 500 GB, Raid 5.	
1	DVD + /- RW	
3	LAN cards Ethernet 10/100/1000	
2	Power Supplies (redundant) 110 VAC Each	
20	Windows Server 2012 Client Access Licenses	
3	Year Warranty	
1	15-18" Screen	
1	Keyboard	
1	Mouse	

SECONDARY SERVER (1)

QUANTITY	DESCRIPTION	PRICE
1	Server Rack Tyupe with operating system Windows 2008 R2 Standard 64 bits. With media and 5 client access licenses.	
1	Procesor Intel Xeon Dual Core 2.6 GHZ (Minimum)	
1	8 GB of RAM	
2	Hard Drives of 250GB (minimum)	
1	DVD +/- RW	
3	Lan Cards Ethernet 10/100/1000	
2	Power Supplies (redundant) 110 VAC Each	
20	Windows Server 2012 Client Access Licenses	
3	Year Warranty	
1	15-18" Screen	
1	Keyboard	
1	Mouse	

WORK STATIONS

QUANTITY	DESCRIPTION	PRICE
22	Processors Intel Core i5 4 GB RAM Each Hard drive of 500 GB Each DVD+ / -RW, Multilayer Each Windows 8 Professional, Spanish Each	
22	18" Screens Each	
22	Microsoft Office 2013, Spanish, Home and Business with Licenses	
22	Keyboards Spanish Each	
22	Mouses Each	
22	Standard Power Supply 110 VAC Each	

LASER NETWORK PRINTERS

QUANTITY	DESCRIPTION	PRICE
2	Printers Speed: 33 ppm, Black (normal, A4) Quality: black, up to 1200 x 1200 PPP. Monthly cycle: Up to 50,000 pgs. Memory: 256 MB Standard (minimum) Connectivity: 1 USB 2.0, 1 RJ-45 ethernet 10/100	
4	Toners	

NETWORK PHOTOCOPIER/ PRINTER/ SCANNER

QUANTITY	DESCRIPTION	PRICE
1	Functionality: Photocopier, printer, scanner Printing: 40ppm Duty Cycle: up to 75,000 pages per month Print Technology: Laser Quality: up to 1200 x 1200 PPP. Duplex Printing Scanner: Color Connectivity: 1 USB 2.0, 1 RJ-45 Gigabit ethernet 10/100/1000 Black and white printing.	
2	Toners	

UPS- 3KWs

QUANTITY	DESCRIPTION	PRICE
1	2100 watts/3000 VA, ON LINE, 8 tomas de proteccion, puerto de interfaz DB-9 RS-232, SmartSlot, Control Pannel with LED status, battery and network indicators. 110 VAC Input/output Overload Breaker 60 Hz. Frecuency Low battery alarm Surge supresor	

UPS- 900 Watts

QUANTITY	DESCRIPTION	PRICE
22	110 VAC Input/output 60 Hz. Frecuency Low battery alarm Surge supresor 3 outlets battery protected, minimum Overload Breaker	

KVM ADAPTOR

QUANTITY	DESCRIPTION	PRICE
1	2-Port VGA and USB Micro KVM with Audio Adapter for administrator—two equipment with only one screen/keyboard/mouse	

WIRELESS ROUTERS

QUANTITY	DESCRIPTION	PRICE
2	VPN, RV215W Wireless-N VPN, 4-port switch, 802.11b/g/n, desktop/ and wall mounted capability	

SOFTWARE

QUANTITY	DESCRIPTION	PRICE
2	Kaspersky Endpoint Security for Small business for primary and secondary servers- 3 years Licensing.	
22	Kaspersky Antivirus 2013 for work station- 3 Years Licensing.	
1	Microsoft Unified Application Gateway 2010 -3 years "Web-protection License"	

INSTALLATION AND IMPLEMENTATION

QUANTITY	DESCRIPTION	PRICE
1	Complete Installation and configuration of both servers, inter-connection of all the computers to the primary server and the configuration of the protection from/ to internet in the secondary server, including all related materials.	

TOTAL

**CLAUSES FOR PURCHASE ORDERS AND BLANKET PURCHASE AGREEMENTS
AWARDED BY OVERSEAS CONTRACTING ACTIVITIES
(Current thru FAC 2005-55)**

COMMERCIAL ITEMS

FAR 52.252-2 Clauses Incorporated By Reference (FEB 1998)

This purchase order or BPA incorporates the following 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 address:

<https://www.acquisition.gov/far>

DOSAR clauses may be accessed at: <http://www.statebuy.state.gov/dosar/dosartoc.htm>

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) CLAUSES

NUMBER	TITLE	DATE
52.204-9	Personal Identity Verification of Contractor Personnel (if contractor requires physical access to a federally-controlled facility or access to a Federal information system)	JAN 2011
52.212-4	Contract Terms and Conditions – Commercial Items (Alternate I (OCT 2008) of 52.212-4 applies if the order is time-and-materials or labor-hour)	Feb 2012
52.225-19	Contractor Personnel in a Diplomatic or Consular Mission Outside the United States (applies to services at danger pay posts only)	MAR 2008
52.225-25	Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran – Representation and Certification (applies to acquisitions above the micropurchase threshold)	NOV 2011
52.227-19	Commercial Computer Software License (if order is for software)	DEC 2007
52.228-3	Workers’ Compensation Insurance (Defense Base Act) (if order is for services and contractor employees are covered by Defense Base Act insurance)	APR 1984

52.228-4	Workers' Compensation and War-Hazard Insurance (if order is for services and contractor employees are <u>not</u> covered by Defense Base Act insurance)	APR 1984
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The following clause is provided in full text:

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (MAY 2012)

(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)).
(applies for all orders)

____ 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:

	Clause Number and Title
	(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
	(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) [Reserved].
√	(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (FEB 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

	(5) [Reserved].
√	(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) – (26) [Reserved].
	(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).
	(31) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).
	(33) – (37) [Reserved].
√	(38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (AUG 2011) (E.O. 13513).
	(39) – (40) [Reserved].
	(41) 52.225-5, Trade Agreements (MAY 2012) (19 U.S.C. 2501, <i>et seq.</i> , 19 U.S.C. 3301 note).
	(42) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
	(43) – (46) [Reserved].
	(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 items, 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
	(1) – (6) [Reserved].
	(7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Public Law 110-247).
	(8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 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) *[This paragraph applies only if award is made to a U.S. firm, except for item (vii) which applies to all orders.]* 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 (JAN 2011) (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) [Reserved]

(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) [Reserved].

(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) – (xii) [Reserved].

(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)

DEPARTMENT OF STATE ACQUISITION REGULATION (48 CFR Chapter 6) CLAUSES

NUMBER	TITLE	DATE
652.225-71	Section 8(a) of the Export Administration Act of 1979, As Amended	AUG 1999
652.229-70	Excise Tax Exemption Statement for Contractors Within the United States (for supplies to be delivered to an overseas post)	JUL 1988
652.229-71	Personal Property Disposition at Posts Abroad	AUG 1999
652.237-72	Observance of Legal Holidays and Administrative Leave (for services where performance will be on-site in a Department of State facility)	APR 2004
652.239-71	Security Requirements for Unclassified Information Technology Resources (for orders that include information technology resources or services in which the contractor will have physical or electronic access to Department information that directly supports the mission of the Department)	SEP 2007
652.242-70	Contracting Officer's Representative (if a COR will be named for the order) Fill-in for paragraph b: "The COR is _____"	AUG 1999
652.242-71	Notice of Shipments (for overseas shipment of supplies)	JUL 1988
652.242-73	Authorization and Performance	AUG 1999
652.243-70	Notices	AUG 1999

The following clause is provided in full text, and is applicable for orders for services that will require contractor employees to perform on-site at a DOS location and/or that require contractor employees to have access to DOS information systems:

652.204-70 Department of State Personal Identification Card Issuance Procedures (MAY 2011)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and

continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm> .

(End of clause)