

Embassy of the United States of America in Guatemala-INL

Scope of Work

1. **PROJECT TITLE:** Computer Equipment for Guatemala
2. **CONTRACTOR SELECTION CRITERIA:** Lowest Priced-Technically acceptable
3. **EQUIPMENT TECHNICAL SPECIFICATIONS:**

PRIMARY DOMAIN SERVER

Quantity: 1 Unit

- Rack Server – 3.5” chassis with up to 8 hard drives
- Two - Intel Xeon E5-2450 2.1GHZ. Processors.
- 64 GB Memory – RDIMM, 1333 MTS/s, Dual Rank
- Windows Server 2012, Datacenter Edition, factory installed with media kit
- 50 licenses for Windows server 2012 user CALs
- Hyper-V role enabled with pre-installed STD or DC Edition OS on included virtual HDD
- Maximum Partition Size for Microsoft OS
- PERC H310 integrated RAID Controller
- Raid 5 Configuration
- Four – 4 TB 7.2K RPM SATA 3Gbps 3.5in Hot-plug Hard Drives
- iDRAC7 Express Systems Management
- Riser with up to 4 x 16 PCIe Slots
- At least 3 Intel Ethernet Dual port 1 Gigabit Network Adapters
- Dual, Hot-plug, Redundant Power Supplies with 2 power cords (3m)
- Sliding rails with Cable Management Arm
- DVD +/- RW SATA Optical Drive
- 3 Year Phone Call ProSupport and Mission Critical 4HR 7/24 and in case it cannot be solve it is required to be onsite.
- Proactive Maintenance: 2 events per year, remote delivery, 3 years

SECONDARY STORAGE SERVER

Quantity: 1 Unit

- Rack Server – chassis with up to 12 hard drives
- Intel Xeon E5-2609 2.4GHZ. Processor.
- 8 GB Memory – RDIMM, 1333 MTS/s, Dual Rank
- Windows Storage Server 2008 R2 x64 Standard Edition, factory installed with media kit
- Raid Configuration: Raid 1 for OS, Raid 5 for DATA
- Five – 4 TB 7.2K RPM SATA 3Gbps 3.5in Hot-plug Hard Drives
- iDRAC7 Express Systems Management
- At least 2 Intel Ethernet Dual port 1 Gigabit Network Adapters
- Dual, Hot-plug, Redundant Power Supplies with 2 power cords (3m)
- Sliding rails with Cable Management Arm
- DVD +/- RW SATA Optical Drive
- 3 Year Pro Support and Mission Critical 4HR 7/24 Onsite
- Proactive Maintenance: 2 events per year, remote delivery, 3 years

4. TIME OF DELIVERY:

Delivery Date: 45 calendar days upon receipt of Purchase Order.

5. DELIVERY TERMS:

5.1 US Contractors:

FOB Destination. Any lost or damaged equipment during shipment shall be replaced by the contractor upon notification of the INL Guatemala-GSO-Procurement Section. All items shall be delivered to:

CRP

JIT WAREHOUSE
11380 NW 34th. Street
Doral, Florida 33178
Phone (305) 477-4140
POC: Lizette Menendez

The items being acquired will be donated to the government of the ultimate destination Guatemala. The contractor shall ensure that all items are prepared for safe shipment and include all necessary export approvals, licenses and paperwork. Price must include delivery to the above-mentioned address and compliance will all applicable export-licensing requirements. If an export license is required, the items shall not be shipped until the export license is received /approved. A copy of the export license shall be provided to the delivery location stated above.

5.2 **Domestic Contractors:**

All items shall be delivered to:

EMBAJADA AMERICANA
INL- WAREHOUSE
1era. Avenida 7-59, zona 10
Phone (502) 2326-4232
POC: Ana Crespo

Any lost or damaged equipment during delivery shall be replaced by the contractor upon notification of the INL Guatemala-GSO-Procurement Section.

6. **PACKING AND MARKING (For US Contractors):**

Each box, carton, and package shall be marked as follows:

US EMBASSY GUATEMALA-INL
C/O JIT WAREHOUSE
GUA- ORDER NO. (To be provided upon award)
Guatemala City, Guatemala
Box # ___ of ____

Improperly marked shipments may be rejected by the Government. The contractor shall be solely responsible for all costs associated with said deliveries and any required deliveries.

One copy of the packing list and commercial invoice must accompany the shipment, attached to the outside of the "lead" or number one box/carton/package, or individually attached to the outside of each box/carton/package. The contractor shall e-mail a copy of the commercial invoice and packing list to Mrs. Valerie M. Valdez (ValdezVm@state.gov) to provide advance information for Custom Clearance purposes.

This order is ultimately intended for an overseas destination. If the shipment will involve wood packing material, then the packing and palletizing must conform to the standards in the International Standards for Phytosanitary Measures Publication No. 15: "Guidelines for Regulating Wood Packaging Material in International Trade" (ISPM 15) and have the appropriate markings indicating that the materials meet this standard. Any deliveries arriving at our indicated domestic delivery address that do not meet these standards will be rejected and must be corrected at the contractor's expense. If you have any question regarding this requirement please contact Mrs. Valerie M. Valdez.

The contractor shall provide an electronic MSDS for all hazardous materials shipped.

7. EXPORT RESTRICTIONS (For US Contractors):

The contractor shall comply with all U.S. Export control laws and regulations, including but not limited to the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract.

In the absence of available license exemption/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for export of hardware, technical data, and software, or for the provision of technical assistance.

The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this order, including instances where the work is to be performed in the US where the foreign person will have access to export-controlled technical data or software.

The contractor shall be responsible for all regulatory recordkeeping requirements associated with the use of licenses and license exemptions/exceptions.

The contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

Nothing in the terms of this order adds changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations.

8. INVOICING AND PAYMENT TERMS

8.1 US Contractors:

General. The Government shall pay the contractor as full compensation for all supplies and services required, delivered, and accepted under the Purchase/Delivery Order the Firm Fixed-Price stated in the Order.

Invoice Submission. The contractor shall submit invoices in an original and one copy to Mrs. Valerie M. Valdez (ValdezVm@state.gov). To constitute a proper invoice, the invoice shall include all the items required by FAR 52.212-4(g).

Payment Net 30 days upon receipt supplies required within the Scope of Work.

8.2 **Domestic Contractors:**

General. The Government shall pay the contractor as full compensation for all supplies and services required, delivered, and accepted under the Purchase/Delivery Order the Firm Fixed-Price stated in the Order.

Invoice Submission. The contractor shall submit invoices in an original to Avenida Reforma 7-01, Zona 10, Attn. Financial Management Office (FMO). To constitute a proper invoice, the invoice shall include all the items required by FAR 52.212-4(g).

Invoice must be issued in Quetzales, VAT Included, Net 30 days upon receipt supplies required within the Scope of Work.

9. **QUOTATION SUBMISSION:**

9.1 **US Contractors:**

Quotations must be submitted via e-mail to ValdezVm@state.gov no later than 17:00 hrs. local time on **February 24, 2014.**

Quotation must include:

- GSA schedule contract number and special item number(s). If the proposed item is not easily located on GSA Advantage with the information provided below, the vendor must provide evidence that proposed item is on vendor's approved GSA pricelist
- Firm-fixed prices on a unit and extended basis
- Technical specifications and product data to verify the quoted product meets the required specifications
- Name of manufacturer and model number of the quoted product
- Warranty information
- Proposed delivery time

9.2 **Domestic Contractors:**

Quotations must be submitted via e-mail to ValdezVM@state.gov no later than 17:00 hrs. local time on **February 24, 2014.**

Quotation must include:

- Firm-fixed prices on a unit and extended basis
- Technical specifications and product data to verify the quoted product meets the required specifications
- Name of manufacturer and model number of the quoted product

- Warranty information
- Proposed delivery time
- VAT must be included in price

10. **EVALUATION CRITERIA:**

Award will be made to the lowest price-technically acceptable vendor submitting a quotation conforming to all requirements stated in this RFQ.

The Government reserves the right to reject a quotation that is technically unacceptable or unreasonably low or high in price. The quoter must be able to demonstrate that it has the necessary resources to provide on-time delivery and high level of quality.

The Government reserves the right to reject quotations submitted without the documentation required of this RFQ.

**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 micro purchase 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 not covered by Defense Base Act insurance)	APR 1984

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). (in all solicitations and contracts of \$25,000 or more)
	(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). (if contract value exceeds \$30,000)
	(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).
	(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 Veterans (SEP 2010) (38 U.S.C. 4212).

	(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, et seq., 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
652.242-71	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)