

# Embassy of the United States of America in Guatemala-INL

## Scope of Work

1. **PROJECT TITLE:** Acquisition and Installation of Audiovisual Equipment

2. **PROJECT DELIVERABLES:**

1. LED Screen (Smart TVs) -- Quantity 5

Five (5) units to be Installed in Public Ministry, 15 Avenida 15-16 Basement zona 1 “Sistema de Protección Infantil de la Fiscalía contra la Trata de Personas”

Labor Hour: Monday to Friday from 8:00 am to 16:00 pm Work must be performed in two (2) working days.

2. Projector Equipment -- Quantity 2

Two (2) units to be Installed in Public Ministry, 15 Avenida 15-16 Basement zona 1 “Sistema de Protección Infantil de la Fiscalía contra la Trata de Personas”

Labor Hour: Monday to Friday from 8:00 am to 16:00 pm Work must be performed in two (2) working days.

3. **MINIMUM REQUIRED TECHNICAL SPECIFICATIONS**

### **LED SCREEN (SMART TVS)**

- LED Screen of 40” or bigger, bright lightning (550 cd/m<sup>2</sup> or higher), with support for wide projection (16:9 native), with support for 4:3 and other definitions
- Minimum resolution of 1920 (H) x 1080 (V) and HD
- Angles of visibility superiors to 170 grades
- Integrated tunner NTSC/ATSC/Clear QAM TV with suppor for HDTV
- Integrated speakers of 10 watts x2
- Zoom
- Telescopic antenna standard and input for cable TV
- Support for 110v/120v a 60hz
- Input and output aditional ports:
- 2 HDMI input ports for digital conection, including 1 HDMI cable for PC
- 3 USB ports
- 1 ethernet port
- 1 wireless LAN port 802.11 a/b/g/ or n

- HDTV input ports and support and its additional components
- 2 input ports S-video Mini Din type of 4 leads
- 2 inputs ports RCA complex video
- 1 VGA port for PC conection as principal or secondary monitor.
- 1 outpot port for RCA audio
- 1 output port for digital audio S/pdif ( for HDMI and DTV)
- 1 output port for audio Jack type standard stereo
- Allshare support, DLNA compatible 100%, software available for remote control by tablets, smartphone or others.
- Similar or equal to model: **Smart TV LED 40" Tipo HD LG, Samsung o Sony.**

## **PROJECTORS**

- Brightnes of 2000 lumens or 5000 lumens
- Resolution: WXGA (1280x800) con autosincronia a UXGA (1600x1200) or 1920 x 1080
- Projection without lost of clear image of 1 up to 12mts
- Equivalent lens: F-Stop: F/2.44 – 2.58, Focal f = 21.8 – 23.8 mm with manual zoom y additional image adjustments
- Lamp of 165 watts with time lapse between 2500 to 4000hrs of use, MTBF, or 1500hrs according to options.
- 1 speaker for audio included with 1rms minimun.
- Video compatibility of: HDMI, VGA, S-Video and complex video.
- Local protection dots of the equipment based is password, security port
- Suppor for 110/220v to 60hz
- Integrated port of the equipment: input/output video and audio ports, VGA,S-Video, Composite Video, componets type VGA, HDMI
- Portable with suitcase, powersource, audio and video cables (between 1.8 to 3 mts long each cable), remote control, and 2.5 to 5 lbs of weight.
- Manuals and user guides.
- Similar or equal to model: **DELL network Projector 1610HD or DELL Network Projector 7700fullHD**

#### **4. INSTALLATION:**

The Contractor must provide all material, labor, equipment and supervision required to accomplish the following:

- a. Installation of Led Screen (Smart Tv's) and Projectors.
- b. The Contractor shall be responsible for the disposal and clear away all debris and excesses materials accumulated at the site and dispose it away from the Office premises and maintain a neat site condition. The disposed materials shall be showed to the COR previous to delivery for authorization.
- c. The Embassy won't provide any material for this project

5. **WARRANTY:**

The awarded company needs to provide a guarantee or warrantee over the equipment and work.

6. **PLACE OF DELIVERY AND INSTALLATION:**

Five (5) Units must be installed in Public Ministry, 15 Avenida 15-16 Basement zona 1  
“Sistema de Protección Infantil de la Fiscalía contra la Trata de Personas”

Two (2) units to be Installed in Public Ministry, 15 Avenida 15-16 Basement zona 1  
“Sistema de Protección Infantil de la Fiscalía contra la Trata de Personas”

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

7. **INVOICING AND PAYMENT TERMS**

**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.

8. **QUOTATION SUBMISSION:**

Quotations must be submitted via e-mail to [ValdezVM@state.gov](mailto:ValdezVM@state.gov) no later than 17:00 hrs. local time on **July 15, 2015.**

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
- VAT must be included in price

**9. 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 quote 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.

**FAR 52.211-6 Brand Name or Equal (AUG 1999)**

- (a) If an item in this solicitation is identified as “brand name or equal,” the purchase description reflects the characteristics and level of quality that will satisfy the Government’s needs. The salient physical, functional, or performance characteristics that “equal” products must meet are specified in the solicitation.
- (b) To be considered for award, offers of “equal” products, including “equal” products of the brand name manufacturer, must—
  - (1) Meet the salient physical, functional, or performance characteristic specified in this solicitation;
  - (2) Clearly identify the item by—
    - (i) Brand name, if any; and
    - (ii) Make or model number;
  - (3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and
  - (4) Clearly describe any modifications the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.
- (c) The Contracting Officer will evaluate “equal” products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.
- (d) Unless the offeror clearly indicates in its offer that the product being offered is an “equal” product, the offeror shall provide the brand name product referenced in the solicitation.

**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 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).

(Alternate I (AUG 2007)

(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). (contract value exceed \$500,000 and offeror's total federal contracts value are over \$10,000,000)
	(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.

**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 (if order exceeds simplified acquisition threshold)	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	SEP 2007

	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)	
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>.

**652.209-79 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Criminal Conviction under any Federal Law. (DEVIATION)**

The contracting officer shall include the attached provision in all solicitations:

**REPRESENTATION BY CORPORATION REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CRIMINAL CONVICTION UNDER ANY FEDERAL LAW**

**(DEVIATION PIB 2014-21) (SEPTEMBER 2014)**

(a) In accordance with section 7073 of Division K of the Consolidated

Appropriations Act, 2014 (Public Law 113-76) none of the funds made available by that Act may be used to enter into a contract with any corporation that –

(1) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency has direct knowledge of the conviction, unless the agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government; or

(2) Has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency has direct knowledge of the unpaid tax liability, unless the Federal agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government.

For the purposes of section 7073, it is the Department of State's policy that no award may be made to any corporation covered by (1) or (2) above, unless the Procurement Executive has made a written determination that suspension or debarment is not necessary to protect the interests of the Government.

(b) Offeror represents that—

(1) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(2) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

**52.209-79 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Criminal Conviction under any Federal Law. (DEVIATION)**

The contracting officer shall include the attached provision in all solicitations:

**REPRESENTATION BY CORPORATION REGARDING AN UNPAID DELINQUENT TAX LIABILITY  
OR A FELONY CRIMINAL CONVICTION UNDER ANY FEDERAL LAW  
(DEVIATION PIB 2014-21) (SEPTEMBER 2014)**

(a) In accordance with section 7073 of Division K of the Consolidated Appropriations Act, 2014 (Public Law 113-76) none of the funds made available by that Act may be used to enter into a contract with any corporation that –

(1) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency has direct knowledge of the conviction, unless the agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government; or

(2) Has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency has direct knowledge of the unpaid tax liability, unless the Federal agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government.

For the purposes of section 7073, it is the Department of State’s policy that no award may be made to any corporation covered by (1) or (2) above, unless the Procurement Executive has made a written determination that suspension or debarment is not necessary to protect the interests of the Government.

(b) Offeror represents that—

(1) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(2) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(End of provision)