

Embassy of the United States of America in Guatemala-INL

Scope of Work

1. **PROJECT TITLE:** Gymnastic equipment acquisition including installation on Site and Warranty.
2. **DELIVERY TIME FRAME:** Order should be delivered 30 days after receipt purchase order.
3. **METHOD OF PAYMENT:** Credit Net 30 Days after Items have been rendered and original invoice is received.
4. **PLACE OF DELIVERY AND INSTALLATION:** The equipment delivered should include installation on site, all the parts and mounting accessories.

The contractor shall deliver Equipment for Site #1 to the SGAIA zone 6 located at:

POC: Sub-Comisaria Yodzaida Claydett Garcia Estacuy
Subdirección General de Análisis e Información Antinarcoática (SGAIA)
14 calle 19-00, zona 6
Colonia Cipresales, Guatemala

The contractor shall delivery Equipment for Site #2 to the Escuela Centroamericana de Entrenamiento Canino ECEC-SGAIA located at:

POC: Sub-Comisario Nicolás Cholotío-Hernández
Escuela Centroamericana de Entrenamiento Canino ECEC - SGAIA
Kilómetro 47 Carretera a El Salvador
Laguna de Pino, Barberena, Santa Rosa, Guatemala

5. PRODUCT DELIVERABLES AND MINIMUM REQUIRED TECHNICAL SPECIFICATIONS:

It is required that equipment meets "similar or equal to" the following specifications:			Site #1 SGAIA Zona 6	Site #2 SGAIA Canine School	
No	Item	Description/Specification	Unit	Unit	Total Units
1	Body Solid EXM3000LPS Multi Station Gym Item#: FG502 	3 people can use at the same time. <ul style="list-style-type: none"> • Guided Motion Chest Press • Lat Pulldown / High Pulley • Seated Row / Low Pulley • Chest Supported Mid Row • Leg Extension / Leg Curl • Ab Crunch / Mid Pulley • Perfect Pec Station • Leg Press / Calf Station • Weight Stack Shrouds • Lumbar Support Pads • DuraFirm™ Upholstery • Included Accessories: Lat Bar, Straight Bar, Utility Strap, Ab/Triceps Strap, Workout Poster • 83"H x 91"L x 73"W • Weight Stack(s): 10-210 lb • In-Home Lifetime Warranty 	1	1	2
2	Body Solid SFB349G Pro Club Flat Olympic Bench; Item#: FG1587 	<ul style="list-style-type: none"> • 2" X 3" Mainframe Construction • Gun Rack Style Bar Holder • Extra Tough tear resistant DuraFirm Padding. • 49"H x 68"L x 50"W • Weight: 140lbs • In Home Lifetime Warranty 	1	1	2

3	<p>Body Solid SPB368G Pro Club Shoulder Press Olympic Bench Item#: FG1782</p> 	<ul style="list-style-type: none"> • 2"x3" heavy duty 11 gauge mainframe construction • 1/4" zinc plated solid gunracks • Dimensions: 50" L x 50" W x 50" H • *Weights Sold Separately • In Home Lifetime Warranty 	1	1	2
4	<p>Body Solid Cast Olympic Weight Set with W/Black Bar Item#: FG1998</p> 	<p>300 Lb. Set has: (2) 45lb. (2) 35lb. (2) 25lb. (2) 10lb. (4) 5lb. (2) 2.5 lb. plates (1) 7 ft. - 45 Lb. Black Olympic Bar (2) Olympic Spring Collars</p>	2	2	4
5	<p>Body Solid SIB359G Pro Club Incline Olympic Bench Item#: FG1780</p> 	<ul style="list-style-type: none"> • 2"x3" heavy duty 11 gauge mainframe construction • 1/4" zinc plated solid gunracks • Dimensions: 61" L x 50" W x 62" H • *Weights Sold Separately • In Home Lifetime Warranty 	1	1	2
6	<p>Troy Rubber Encased Dumbbells 5-50lb Set W/ Pro Style Rack Item#: FG1870</p> 	<p>The dumbbell sizes in this set are 5lb, 10lb, 15lb, 20lb, 25lb, 30lb, 35lb, 40lb, 45lb & 50lb.</p>	1	1	2
7	<p>Body Solid OWT24 Powerline Olympic Weight Tree</p>	<p>6 storage posts suspend your weight plates for fast & easy storage & retrieval.</p>	1	1	2

	<p>Item#: FG436</p> 	<ul style="list-style-type: none"> • Holds up to 1,000 lbs. of weight in less than 3 sq. ft. of floor space • All plates stay safely suspended for convenient retrieval • 24"H x 27"L x 16"W • Ten Year Warranty 			
8	<p>Fitnex E70 Light Commercial Elliptical Trainer Item#: FG838</p> 	<p>feedback on time, work level, watts, distance, speed, METS, heart rate, calories.</p> <ul style="list-style-type: none"> • Display: Matrix + LED • Torque: 250Watts • Power: Self Generating • Floor Space: 73"*21" / 184*53cm • Max. User Weight: 400Lbs / 180Kgs • Stride Length: 19 Inches • Light Commercial Warranty: Lifetime Frame; 3 Yrs. Electronics & Motor; 2 Yrs. Parts; 1 Year Labor 	1	1	2
9	<p>TreadmillsBody Solid T10HRC Endurance Commercial Treadmill Item#: FG1579</p> 	<p>The treadmill features include</p> <ul style="list-style-type: none"> • Rigid Steel Frame Construction. Heavy-duty 2" x 3" & 2" by 4" steel frame construction. • Lifetime Tread belt & Shock Absorbent, Low Maintenance Deck. • Extra Thick & Durable Tread Belt. • Powerful Motor. • Bright LED displays to provide you with constant feedback on your heart rate, elevation, time, distance, speed & calories burned. • Large Diameter Crowned Rollers. • Safety Key Stop System. • Quiet Performance. • Speed: .5 to 10 mph • Elevation: 0% to 15% • Motor: 3.0 HP Continuous Duty, 8.4 HP Peak Duty • Deck: 18mm pre-waxed phenolic 	1	1	2

		<ul style="list-style-type: none"> • Shock Absorption: 6-point deck suspension • Running Area: 20" x 60" • Rollers: Extra-large 2.5" Crowned • Tread belt: High Density 2-ply urethane • Floor Space: 32"W x 77"D x 57"H • Max User Weight: 350 lbs. • 3 Years on Parts; 1 Year Labor (Light Commercial Use) 			
10	<p>Green Series 6000 Light Commercial Upright Bike Item#: FG3043</p> 	<ul style="list-style-type: none"> • Ergonomic seat cushion and pedal system. • Easy Seat Adjustment. • Multi-positioning Handle Bar. • One Touch Control. • Heart Rate sensors. • Dimensions 39" L x 24" W x 58" H • Unit Weight 88 lbs • Maximum User Weight 400 lbs • Electrical Self-powered cordless • Resistance Range 16 levels • Flywheel 22 lbs. • Display Time, distance, heart rate, watts, RPM, levels, METs, calories • Programs Manual • Light Commercial Limited Warranty = 10 years frame, 6 years motor, 6 years parts, 2 years wearable items, 1 year labor 	1	1	2
11	Delivery to each site, installation and warranty		1	1	2
			Total		22

6. TESTING AND CERTIFICATION:

The contractor will provide technical data of each unit serviced and demonstrate to the satisfaction of the U.S. Government that all tasks have been completed in accordance with this SOW. The U.S. Government will inspect each of the Gym Equipment Items as sustained by the data sheets to ensure that the contractor has performed all tasks as required by this SOW.

7. WARRANTY:

It is desired but not mandatory that selected vendor may provide at least two years warranty over manufacturing defects.

- Warranty should be provided on site where equipment is installed
- Please include additional warranty extension if available on all equipment
- Also include information on maintenance service in order to be considered in the future.

8. INSPECTION AND ACCEPTANCE CRITERIA

All items will be inspected to verify the correct product is received in good working condition. The contractor is required to replace any defective items at no additional cost to the Government. Equipment will be inspected to ensure proper functioning.

9. TRASH, CLEANUP AND DISPOSAL:

The awarded company will be responsible for trash disposable and pick up after installation.

10. QUOTATION SUBMISSION:

Quotations must be submitted via e-mail to ValdezVM@state.gov no later than 17:00 hrs. local time on **November 23, 2015.**

Quotation must include:

- Complete signed SF18
- 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

11. 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)

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.

(End of provision)