

Questions and Answers
S-NL800-16-Q-0002
Mobile Phone Services
February 23, 2016

1. Question; On Page 4, 5 and of the Cell phone solicitation” Vendor finds it remarkable at the amount of data usage during the first year is equivalent to the amount of data usage in the second year. Vendor believes that in current market conditions data is likely to increase during the contract. Can the U.S. Embassy concur with that? Should vendor take this into account while making the financial proposal?

Answer: The offeror should take into account the estimated quantities in Section 1, paragraph III PRICING when preparing their offer.

2. Question: Is the U.S. Embassy looking to give all users a data connection in the future since a lot of current mobile phones don’t have the features that provide a data connection? Could you please provide Vendor with the answer?

Answer: Attachment A describes the current cell phones that the Embassy owns and Embassy does not anticipate adding any additional data connections in the near future.

3. Question: Can U.S. Embassy explain what is meant with “75 lines” which is stated on page 4,5 and 6 (point number) of the Cell phone solicitation?

Answer: Section 1, paragraph 6, which identifies these “75 lines” as the estimated additional new sim cards.

4. Question: Vendor remarked on page 4,5 and 6 of the Cell phone solicitation” that the Amounts of usage within the “U.S. Embassy mobile group” is exactly similar to the amount of minutes to other operators. Does the usage to the U.S. Mobile group include also all international traffic within the “U.S. Embassy mobile group: or is this usage purely national usage?

Answer: All quantities specified Section 1, paragraph III are estimated quantities. The estimated quantities for the U.S. Mobile Group are inclusive of international calls.

5. Question: Vendor noticed that the usage information regarding international usage is based on international call from the Netherlands to countries abroad only. Is the U.S. Embassy able to send the additional usage as well? Mainly concerning the roaming usage, voice and data, inside of each country of the Netherlands?

Answer: No, the U.S. Government does not track this information and we have provided all estimated international usage in Attachment B.

6. Question: Vendor noted that in the list of Mobile cell phones showed on page 14 of the Cell phone solicitation” contains some devices that cannot be delivered anymore. Can the U.S. Embassy clarify of this list will change during the contract?

Answer: Attachment A describes the current cell phones that the Embassy owns. Any changes to the phone will be up to the Government.

7. Question: Vendor request a further layout of the user base of 406 lines. Are all users making international calls or roaming calls, or is there a certain group that can be categorized as “national usage only”. Could U.S. Embassy provide further layout?

Answer: No, the Embassy has provided all estimated quantities for each line item in Section 1, paragraph III PRICING.

8. Question: Naturally Vendor understands the concept of making a comparison by equaling prices of different operators in certain scenarios while using price sheets. Nonetheless answering those questions for any Vendor are difficult, because for most questions multiple answers can be given. The U.S. Embassy will most probably get the price per minute that can be met, but only in the ideal situation. No bundle is ever used for exactly 100%. It’s always more, resulting in additional costs, or less, resulting I more expensive rates per minutes or data that is given in the price sheet. Also a subscription cost per user is not obtained within the price sheet, but can give a vastly different outcome. Vendor believes that by replacing the price sheet for a calculation of the Total Cost of Ownership, the U.S. Embassy receives a much better overview of actual costs. Vendor asks if it is possible to replace the price sheet for an enhanced calculation of the Total Cost of Ownership per year?

Answer: No, if the vendor provides any pricing that is not asked for in the solicitation specifically in Section 1: III Pricing, the Government reserves the right to reject the nonconforming offer in accordance with Section 4, paragraph (a).

9. Questions: It’s revealed that this RFQ is issued in multiple countries. Vendor would like to know if a global contract would benefit U.S. Embassy?

Answer: Section1, paragraph 1. Scope of Contract, requires the contractor to provide mobile telephone services to the Embassy of the United States of America in The Hague.

10. Question: Vendor is able to provide phone numbers on 1 sim card. For instance a Dutch number and U.S. number for every user, All mobile phone users of the U.S. Embassy are reachable on both numbers at the same time. Consequently calls from every U.S. phone user (fixed line and cell phone) to a mobile user of the U.S. Embassy would be much easier. U.S. Embassy phone users will become locally reachable where ever they are. Can the U.S. Embassy concur that this is a benefit for the U.S. Embassy?

Answer: No, if the vendor provides any offer that is not asked for in the solicitation, the Government reserves the right to reject the nonconforming offer in accordance with Section 4, paragraph (a).

11. Question: Vendor is able to provide U.S. Embassy with a U.S. contract. Billing will be done in U.S. Dollars. Does the U.S. Embassy see this as a benefit?

Answer: Please see Section 1, paragraph I allows U.S. firms to submit their offers in U.S. dollars and to be paid in U.S. dollars.

12. Question: Vendor is able to provide a service that implies that a call from a U.S. Embassy Mobile phone user that is in the U.S. towards a U.S. Embassy mobile phone user in the Netherlands, and the other way around, is free of charge. Vendor would like to know how much this would benefit the U.S. Embassy? Also regarding how much this would benefit the costs on the fixed invoice.

Answer: No, if the vendor provides any pricing that is not asked for in the solicitation specifically in Section 1: III Pricing, the Government reserves the right to reject the nonconforming offer in accordance with Section 4, paragraph (a).

13. Question: Vendor is also a local operator in the U.S. Consequently is able to provide data speeds in the U.S. Vendor would like to know how much this would benefit the U.S. Embassy?

Answer: No, if the vendor provides any offer that is not asked for in the solicitation, the Government reserves the right to reject the nonconforming offer in accordance with Section 4, paragraph (a).

14. Question: What re the mandatory service for the U.S. Embassy concerning this contract/

Answer: Please see Section 1, paragraph 1. Performance Work Statement though paragraph 4.

15. Questions: Vendor received with the request for Proposal also the Terms and Condition that vendor has to accept. Vendor understands the planning, but also wants to be thorough with its investigations of these legal documents. Vendor request to hand in any questions regarding the legal terms and conditions before the 23rd of February. Can U.S. Embassy concur with this request?

Answer: The period for submitting questions has expired on February 16, 2016.

16. Question: Would the U.S. Embassy be able to share detailed information around usage per mobile number?

Answer: The estimated quantities in Section 1, paragraph III Pricing are based on the historical usage by the US Embassy. We do not track usage per mobile number except for monthly payments.

17. Question: Does the U.S. Embassy foresee to switch their current hardware estate within the next year? Especially the Blackberry estate?

Answer: Attachment A describes the current cell phones that the Embassy owns. The Government will only replace cell phones due to breakage.

18. Question: We note there is no cap on liability (FAR 52.212-4 (p) does not cap liability). Please confirm if the American Embassy will be willing to consider agreeing to a cap on liability consistent with commercial practice?

Answer: There is no need for a cap of liability as the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

19. Question: We note 52.212-4 (h) Patent Indemnity. Please confirm if the American Embassy will be willing to consider additions to this clause to make the clause more consistent with commercial practice – in particular to make it clean when and how the indemnity would apply.

Answer: No, the US Government is contracting for mobile phone services and we expect the offer to be in compliance with all patent, trademark or copyright laws.

20. Question: Please confirm that an Offeror can add schedules to its bids which set out (i) descriptions of the services (and equipment as necessary) it intend to provide and (ii) provisions that the Offeror consider it is necessary to include for reasons relating, for example, to regulatory, legal and technical considerations and obligations.

Answer: The Offeror is required to submit their offer in accordance with Section 3, paragraphs A.1 through A.3. The offer is then evaluated using the criteria in Section 4, paragraph (a) which allow the government to the right to reject nonconforming offers.

21. Question: As we are carefully considering the U.S. Embassy, it is important that we can incorporate any answers from the current questions. Would it be possible to have a two week extension for submission of our bid?

Answer: The offer due has already been extended in Amendment A001.

22. Question: During our meeting on February 3rd a question was raised considering Attachment B page 15. The U.S. embassy has informed us this is regards calling from the Netherlands towards other countries. Based on this information there is a significant difference in total amounts of minutes, between Attachment B page 15 (50,930 minutes for U.S.) and page 4/5/6 considering pricing (24,980 minutes for Washington). Can you explain how the Attachment B and Pricing are linked?

Answer: Pricing Section 1, paragraph III Pricing Schedules states the estimated quantities for each performance period of the contract and Attachment B provides the estimated quantities based on historical data for the total contract period.