

**Embassy of the United States of America
Pretoria, South Africa**

**Solicitation for Mobile Telephone Services to U.S. Embassy, Pretoria, South Africa as well as the
U.S. Consulates in Johannesburg, Durban and Cape Town**

Pre-Proposal Conference

**Thursday, 9 January, 2014
09:00 - 11:00 HRS**

U.S. Embassy
Multipurpose Room
877 Pretorius St.
Arcadia, Pretoria 0001

MINUTES

ATTENDANCE

USG Employees Present:

Embassy: Information Resources Management (IRM) department---Dan Siebert;
Ntshembo Ngobeni
Embassy: Financial Management Office (FMO)---Zelda Schubart
Embassy Procurement: Ravi Srivastava; Lezanda Prinsloo; Jenny Kriek; Ntswaki Tsotetsi;
Alida Mallett

All attendees are as per scanned and attached .pdf register

Started the conference at 09:04

OPENING

Mr. Srivastava declared the meeting open and handed out (i) the agenda and (ii) the sign-in sheet to all attendees (both documents are attached in .pdf format).

All participants introduced themselves.

AGENDA

- I. Mr. Srivastava reviewed the entire solicitation, section by section, from page 1 through page 44. Much emphasis was placed on ensuring that potential offerors submit complete packages, with appropriate representations and certifications, technical and price proposal, signatures and such.
- II. Dan Siebert covered all technical aspects for IRM requirements. Much emphasis was placed on open and continuous communication between Embassy and the successful offeror at all times. That a 24 hours/day, 7 days a week support from the successful

offeror is critical and must be clearly addressed/stated in the proposals. The Embassy is a Regional support post and therefore coverage throughout all of Africa and all across the world is a very high priority. Training on the actual hardware will be required.

Zelda Schubart covered all invoice submission requirements and payments procedures from a FMO perspective. Much emphasis was placed on ensuring the split billing between various Embassy cost centers and the accuracy of invoices to ensure payments are timely made.

III. Proposal Evaluation:

Mr. Srivastava stated that after reviewing the proposals for completeness, the evaluation would first be on the technical merits of the proposal, and for those that were technically acceptable, the proposals would be evaluated on pricing. The process is to identify the lowest priced, technically acceptable proposal that meets the Embassy's other criteria as well.

IV. Submittal details:

On numerous occasions Mr. Srivastava reiterated the need for potential offerors to complete all the relevant sections of the proposal, to sign it and submit it in a timely manner.

(2) Two hard copies hand delivered to the guard booth at 877 Pretorius Street, Arcadia before 4pm local time on Thursday 23 January 2014.

QUESTIONS

1. When are invoice payments due since the legal South African Treasury terms are for within 30 days? **Answer:** As stated on page 14 of the solicitation, under U.S. law, payments have to be made within 30 days from the receipt of a proper tax invoice. The vendor must submit all invoices electronically to our Designated Billing Office by sending invoices to the email address SAInvoice@state.gov as well as by submitting two copies of CD/DVD with the invoices to ISSO every month.
2. On the technical side of the tender, will the US Embassy be interested in an online self-help portal? **Answer:** The offer can be made for the addition of the self-help portal and ISSO would be interested to learn and evaluate more what services would be made available under such a self-help portal. In the solicitation on pages 9 and 10, the Embassy has specified the need for an online management tool and that is a minimum requirement.
3. Will the US Embassy provide a list of what handsets will qualify as the equivalent models listed? **Answer:** No. The Solicitation package clearly states what models the US Embassy is looking for, and potential offerors are familiar with the technical/cost equivalents of those models identified in the solicitation. However, should any of these specific models no longer be readily available on the market or if the potential offeror has knowledge that a

specific model will soon be discontinued, the potential offeror may propose an equivalent handset. It must be kept in mind that to keep up with evolving technology, the US Department of State has an Information Technology Change Control Board (ITCCB) that approves which handheld data-devices are authorized to be used on the Department servers

4. How often would new equipment be required? **Answer:** See pages 15 and 16 of the Solicitation Package regarding the technology refreshment. The US Embassy understands that any device has an anticipated life span and therefore has an expectation of its internal customers to use any device in a manner as to meet that life span, however should there be any device defect or malfunction, and the Embassy would expect a replacement be provided by the vendor. Should there be a lost/stolen device or damages due to negligence, and then the US Embassy will be responsible for replacing the device and not the vendor.
5. Would the US Embassy be interested in taking out or adding a monthly insurance cover for each handset device as part of this contract? **Answer:** No. This facility is not being requested by the US Government.
6. Please confirm that the table line item listed as BlackBerry Enterprise Server (BES) license is in fact meant as the monthly data plan cost and not the actual license cost for the server? **Answer:** Yes, this is correct. The US Embassy owns the server that will be used. The network connection is very restricted and not all services will be activated (such as the social networking WhatsApp and BBM etc.).
7. Please clarify if this contract will be split into two parts for an OPEX (operating expenses, such as recurring monthly costs) and/or CAPEX (capital expenditure, such as one-time hardware cost) contract. **Answer:** The US Embassy solicitation seeks packages as stated in the document, which may or may not correspond to the commercial packages available in South Africa.
8. Is there still any buy-out amount due before porting the existing cellphone numbers being used under the current contract? **Answer:** No there is not.
9. Would the US Embassy consider special package types that provide within user group call rates? **Answer:** Yes, the vendor may suggest such package and provide the rates to reflect any and all possible savings and/or lower call rates.
10. Does the US Embassy require the new SIM cards to be activated before or after delivery is done? **Answer:** Best practice would be for activation of SIM cards after delivery to the Embassy. This will eliminate any unauthorized use by any person/entity other than

designated end-user within the US Mission. As for the RICA process, it will be the responsibility of the vendor to process each activation as and when needed.

11. What would happen if ICASA issue a mandatory increase at any time during the contract after it was awarded? Would the US Embassy accept such a rate change? **Answer:** No. This contract is a firm fixed price contract.
12. Will the successful vendor receive a different/separate contract document that is different or has different/other clauses? **Answer:** This document is the Solicitation Package, and contains all the relevant clauses that will apply to the contract, as well as certain other elements. The successful vendor will receive a signed contract document with the same clauses.
13. Are any of these clauses or terms and conditions negotiable? **Answer:** The legal clauses are not subject to negotiation. The operational terms and conditions and service level agreements can be negotiated to the extent that the requirements under the contract are not contravened.
14. Will Embassy sign Service Level Agreements? **Answer:** All potential offerors are welcome to provide, as part of their tender documents, their formally defined service level agreements. The US Embassy will take note of these stipulated service level agreements and evaluate accordingly to meet the needs required under this contract. As stated above, the operational and customer service related terms and conditions are negotiable as long as they do not contravene the contract and its requirements.
15. What is the specific page numbers in/on the FAR website? **Answer:** Every applicable Federal Acquisitions Regulations clause is highlighted in blue in the solicitation package and this is because that is a hyperlink that takes you directly to the correct clause and its details. The same clauses related information can also be obtained from the website:
<https://acquisition.gov/far/index.html>
16. When can the vendors raise/question any possible unclear issues or components of the solicitation package? May we obtain clarity upfront or do we issue questions within the proposal document? **Answer:** Questions must be posed by prospective offerors before the solicitation due date. Embassy responses will be in writing and will be shared with all potential offerors.
17. Should a vendor notice a gap within the clauses, may we propose a new clause for e.g. terms related to a breach of contract? **Answer:** The Embassy does not believe there are any gaps in the contract. However, should a potential offeror believe something is missing, they can bring it to our attention.

18. Clarification on verbal orders: how does it work? **Answer:** In emergency circumstances due to time restraints and a need for immediate delivery, the Contracting Officer may pick up the phone and place a verbal order. This verbal order will be followed with an immediate email to confirm the verbal order and then also followed up with an official task order.
19. The Embassy's pricing structure is different from the commercial contracts where handset costs are amortized over a 12- or 24-month period, especially as there is no penalty payable under the contract. How should the vendors quote the prices? **Answer:** It is up to each potential offeror to propose rates and charges. For the purpose of this contract solicitation, the US Embassy has explicitly identified the requested charges.
20. Are you willing to negotiate or accept changes to the clause *"No penalty charges shall be applied to any subscription if the USG does not exercise option year 1 or year 2, irrespective if the subscriptions were activated during the first month of the base year or last month of base year or any other month during the base year as long as. The subscription was carried through to the end of the contract period."* **Answer:** No.
21. What quantities should we work with? The ones on page 3 or the ones on page 4 for the handsets. **Answer:** An amendment to the solicitation package has been made to clarify the pricing tables and estimated quantities. This amended package can be downloaded from: https://www.fbo.gov/?s=opportunity&mode=form&id=a78f8f25d4caec9570cd0ce613355d82&tab=core&_cvview=0
In the amended package, the table on page 3 lists estimated maximum quantities for the full three-year duration of the contract: a base year and two option-years. The table on top of amended page 4 lists estimated quantities identified for each year of the contract. The quantities listed in tables specifically for each contract year are quantities estimated for that particular contract year.

CLOSURE

Mr. Srivastava reiterated the need for complete packages that are timely submitted. The meeting was closed at 11:10 with no more matters to be discussed.

