

U.S. Embassy Ashgabat

To: Prospective Quoters

Subject: Request for Proposal #19TX1019R0001

Enclosed is a Request for Proposal (RFP) for the design, development of a complete bill of materials for procurement, and installation of a television distribution system for the New Embassy Compound (NEC).

If you would like to submit a proposal, follow the instructions of the solicitation, complete the required portions and submit it to US Embassy 1984, former 9 Pushkin St. Ashgabat 744000 Turkmenistan.

The U.S. Government intends to award a contract/purchase order to the responsible company submitting an acceptable proposal at the lowest price. We intend to award a contract/purchase order based on initial quotations, although we may hold discussions with companies in the competitive range if there is a need to do so.

**Proposals are due by March 11, 2019 and should be electronically submitted to [mollayevam@state.gov](mailto:mollayevam@state.gov). Offerors can visit the site on or before March 5<sup>th</sup>, 2019. Request should be submitted minimum two days in advance.**

Sincerely,

Mahri Mollayeva  
Procurement Supervisor  
US Embassy Ashgabat

## TABLE OF CONTENTS

### Section 1 - The Schedule

- SF18
- Prices
- Schedule Of Supplies/Services, Description/Specifications/Work Statement

### Section 2 - Contract Clauses

- Contract Clauses
- Addendum to Contract Clauses - FAR and DOSAR Clauses

### Section 3 - Solicitation Provisions

- Solicitation Provisions
- Addendum to Solicitation Provisions - FAR and DOSAR Provisions

### Section 4 - Evaluation Factors

- Evaluation Factors
- Addendum to Evaluation Factors - FAR and DOSAR Provisions
- Offeror Representations and Certifications
- Addendum to Offeror Representations and Certifications - FAR and DOSAR Provisions

## SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-18  
RFP 19TX1019R0001

## PRICES

I. Scope of Services - The design, development of a complete bill of materials for procurement, and installation of a television distribution system for the New Embassy Compound (NEC).

The Contractor shall complete all work, including furnishing all labor, material, equipment, and services, unless otherwise specified herein, required under this contract for stated services within the time specified herein. The price listed below shall include all labor, materials, overhead, and profit. In consideration of satisfactory performance of all scheduled services required under this contract, the Contractor shall be paid a firm fixed-price for all services.

1. The Contractor shall furnish all engineering, labor, tools, equipment, materials, supplies and services to provide the required circuit as specified under Section 1, hereof:

2. Prices. In consideration of satisfactory performance of the services required under this contract, the Contractor shall be paid a firm fixed-price (FFP) as stated in the schedule below in U. S. dollars. Carrier shall be responsible for payment end-to-end circuit billing.

## II. VALUE ADDED TAX

**VAT VERSION B**

VALUE ADDED TAX. Value Added Tax (VAT) is not applicable to this contract and shall not be included in the CLIN rates or Invoices because the U.S. Embassy has a tax exemption certificate from the host government.

The Department requests the Contractor to provide pricing for the design, development of a complete bill of materials for procurement, and installation of a television distribution system for the New Embassy Compound (NEC).

These prices are subject to reevaluation at the time of request by the Department of State for a change in the service provided under this contract.

The Department reserves the right to validate all pricing data against current industry trends for similar services for all future modifications to increase or decrease required services.

**SCHEDULE OF SUPPLIES/SERVICES  
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

The contractor will design and develop a complete bill of materials for procurement, and installation of a television distribution system for the NEC. The system will combine Armed Forces Network (AFN) channels, Free to Air (FTA) (or equivalent), and local television channels. The completed design will include commercial AFN decoders and commercial multiplexing capable of combining all signals into a single feed. The final product will resemble a hotel-like system.

**Labor, Equipment, Materials.**

The contractor is responsible for providing all the labor and technical expertise to complete the project as described in this SOW. All materials will be provided by the U.S. government. The contractor will provide a detailed list of materials necessary for successful completion of the project to the contracting officer. The contracting officer will procure those items in accordance to laws and regulations. Once the items arrive, the contracting officer will provide all equipment and materials to the contractor. Any unused items will be returned to the U.S. government upon completion of the project.

**Warranty.**

The contractor shall guarantee all work involved in this project against all defects for a period of 1 year. The contractor will be responsible for providing labor and technical support to troubleshoot any issues during the warranty period. The contractor will not be responsible for defective equipment, but must provide a list of defective equipment to the contracting officer in order to ensure timely replacement.

**Health and safety requirements.**

The contractor shall and agrees to comply with any and all health, and safety regulations as may be required by the U.S. Embassy during the performance of the project.

**Supervision.**

The Embassy Facilities Maintenance section will supervise the contractor's performance of the project. Facilities maintenance escorts may be provided, as needed, in order to supervise the contractor while on U.S. government property. The U.S. Embassy Facilities Maintenance Officer will be in overall charge. Any question/problems should be directed to this person.

**Detail – Satellite Dish Installation**

- In consultations with facilities maintenance staff, determine location of AFN and FTA (or equivalent) dishes in close proximity to the demarcation room at the NEC site. Develop required list of materials for purchase including satellite dishes, LNBS, cabling, conduit, and junction boxes, paying attention to grounding.

**Detail – Demarcation Room**

- Using commercial AFN decoders (list provided by contracting officer), develop a distribution system capable of sending AFN signals, FTA (or equivalent), and local television channels through the NEC distribution system.

**Detail – Apartments**

- Contractor will develop a system where all channels are accessible to apartment occupants. System should be similar to those commonly seen in commercial hotel rooms.

Acceptable Level of Performance. The Standard of Performance (SP) for this contract is 100 percent availability for corrective and preventive maintenance.

Inspection and Acceptance. Unless specified in the Contract, the Government shall require a period not to exceed 24-hours in order to perform testing to determine acceptance of the required service under Section C. Service must meet service performance and availability as defined in this contract. The American Embassy shall conduct the testing.

An Invoice, suitable for payment, shall contain, but not be limited to, the following information:

1. Name of Contractor;
2. Date of Invoice;
3. Invoice Number (Consecutive numbers per contract or order marked “Original”
4. Contract or PO Number;
5. Task or Delivery Order Number, as applicable;
6. Description of the Item or Service actually provided;
7. Period of Performance of service or date item is provided;
8. Block/Space Reserved for COR acceptance signature and date;
9. Signature, Name, and Phone Number of Company Representative authorized to sign invoices;
10. Remit to Address;

**Failure to submit Invoices which do not identify this information shall be returned without payment to the Contractor for correction.**

The service described above is exempt, under Article 34 of the Vienna Convention on Diplomatic Relations, from the Special Access Surcharges or foreign taxes, including Value Added Taxes.

**Authorized Instruction to Contractor**

a. No person or agency other than the Contracting Officer (CO) is authorized to give instruction, orders or directions on behalf of the Government to the Contractor or his employees, unless such person or agency is authorized in writing by the CO to so act. The authority of such person or agency is strictly limited to the written authorization provided by the CO. The duty is

upon the Contractor to determine the authority of such person or agency. Any questions regarding the authority of such person or agency should be directed to the CO in writing.

b. Contracting Officer's Representative (COR): The CO may designate and authorize a representative(s) (including a "specially authorized representative(s)" pursuant to the contract clause entitled "Notification of Changes") to act on his/her behalf under this contract. Such representative(s) as may be appointed shall be designated by a letter from the CO and a copy of the letter shall be given to the Contractor. The COR shall represent the CO as specified in his/her delegation of authority letter. The COR shall not be authorized to issue change orders or adjustments. Changes in the Scope of Work/Specifications or any increase or decrease in the work called for by this contract shall be made by the CO by an executed modification to this contract.

c. Downtime and Credits

Credits shall be assessed against the Contractor in those instances where:

Period of Downtime: Downtime shall commence at the time first attempt for contact is made by the Government (or its representative) to the Contractor's Point of Contact and shall be annotated on the Post Trouble Ticket System and shall continue until the circuit is returned into Service by the Government.

Downtime Credits: Monetary value returned to the Government for failure to meet the Circuit availability requirements. Downtime Credits shall be assessed based on cumulative downtime time with the minimum assessment being one hour or day. Downtime Credit shall be equal to the hourly or daily rate (as applicable) as identified in the schedule in Section I.

IV. Warranty -- Commercial Supply Items:

The Contractor warrants that each product delivered under this contract shall be able to accurately process data. If the contract requires that specific products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of the Contractor's standard commercial warranty or warranties contained in this contract, provided that notwithstanding any provision to the contrary in such commercial warranty or warranties, the remedies available to the Government under this warranty shall include repair or replacement of any listed product whose non-compliance is discovered and made known to the Contractor in writing **within 1 (one) year after acceptance**. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects.

## V. QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

This plan provides an effective method to promote satisfactory contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor Contractor performance, advise the Contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The Contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to monitor quality to ensure that contract standards are achieved.

### SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (OCT 2018), is incorporated by reference.

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders - Commercial Items (OCT 2018) and (Deviation 2017-02) (June 2017)

(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) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
- (3) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C. 3553](#)).
- (4) [52.233-4](#), Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

(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:

[Contracting Officer check as appropriate.]

\_\_ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

\_\_ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#))).

\_\_ (5) Reserved



- \_x\_ (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).
- \_ \_ (10) [Reserved].
- \_x\_ (25) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- \_x\_ (26) [52.222-19](#), Child Labor. Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).
- \_ \_ (29) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015)([38 U.S.C. 4212](#)).
- \_ \_ (30) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).
- \_x\_ (31) [52.222-37](#), Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- \_ \_ (32) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- \_x\_ (33)(i) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- \_x\_ (ii) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- \_ \_ (34) [52.222-54](#), Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- \_x\_ (38)(i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- \_x\_ (ii) Alternate I (Oct 2015) of [52.223-13](#).
- \_x\_ (39)(i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- \_x\_ (ii) Alternate I (Jun 2014) of [52.223-14](#).
- \_x\_ (40) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (Dec 2007) ([42 U.S.C. 8259b](#)).
- \_x\_ (41)(i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- \_x\_ (ii) Alternate I (Jun 2014) of [52.223-16](#).
- \_x\_ (42) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- \_ \_ (48) [52.225-5](#), Trade Agreements (Oct 2016) ([19 U.S.C. 2501](#), et seq., [19 U.S.C. 3301](#) note).
- \_x\_ (49) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_x\_ (51) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- \_x\_ (52) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

\_x\_ (53) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

\_\_ (54) [52.232-30](#), Installment Payments for Commercial Items (Jan 2017) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

\_x\_ (55) [52.232-33](#), Payment by Electronic Funds Transfer.System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

\_x\_ (56) [52.232-34](#), Payment by Electronic Funds Transfer.Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

\_x\_ (57) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C. 3332](#)).

\_\_ (60)(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](#)).

ADDENDUM TO CONTRACT CLAUSES  
FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more 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/these address(es): <http://acquisition.gov/far/index.html> or <http://farsite.hill.af.mil/vffara.htm>

These addresses are subject to change. If the FAR is not available at the locations indicated above, use of an internet search engine (for example, Google, Yahoo, Excite) is suggested to obtain the latest location of the most current FAR clauses.

The following Federal Acquisition Regulation clauses are incorporated by reference:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JULY 2016)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.229-6	FOREIGN FIXED PRICE CONTRACTS (FEB 2013)

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE)  
(AUG 1999)

(a) General. The Government shall pay the Contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.

(b) Invoice Submission. The Contractor shall submit invoices in an original and *two* copies to the office identified in Block 18b of the SF-18. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is Shawn Ali, ISO.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

- (1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
- (2) That it has obtained all necessary licenses and permits required to perform this contract; and,
- (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

### SECTION 3 - SOLICITATION PROVISIONS

#### ADDENDUM TO SOLICITATION PROVISIONS FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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/these address (es): <http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>

These addresses are subject to change. If the FAR is not available at the locations indicated above, use of a network “search engine” (for example, Google, Yahoo, Excite) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

<u>PROVISION</u>	<u>TITLE AND DATE</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JULY 2016)

*The site visit will be held on March 5<sup>th</sup>, 2019 at New Embassy Compound in Archabil. Prospective offerors should contact Procurement Section of the Embassy at +99312 940045 x 2285 for additional information or to arrange entry to the building minimum one two days in advance.*

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more 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:

<http://www.acquisition.gov/far/> or, <http://farsite.hill.af.mil/vffara.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition Website at <http://www.statebuy.state.gov/> to see the links to the FAR. You may also use an internet search engine (for example, Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

Additional Instructions:

- A. This solicitation requires the submission of pricing in USD.
- B. Separate charges, in any form, are not solicited. The Government shall not be obligated to pay any charges other than the contract price, under Article 34 of the Vienna Convention on Diplomatic Relations, from the Special Access Surcharges or foreign taxes, including Value Added Taxes.

B. The price offered shall include costs and profit as proposed by the offeror for performing all the requirements of the completed contract as set forth in this solicitation. The costs and profit should take into consideration magnitude and realism (from both a technical and cost perspective).

C. If any services are to be offered at no cost to the Department of State, the Bidder shall so indicate by entering either "No Charge" or "N/C".

D. Acceptance of Quotations. The Government reserves the right to reject, as unacceptable, quotations deleting or altering technical requirements which are considered by the Government to be beyond the state of the art or impossible of attainment.

#### SECTION 4 - EVALUATION FACTORS

Award will be made to the lowest priced, technically acceptable, responsible offeror. Proposals shall include a completed solicitation. The Government reserves the right to reject proposals that are unreasonably low or high in price.

Responsibility will be determined by analyzing whether the apparent successful offeror complies with the requirements of FAR subpart 9.1, including:

- A. Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- B. Satisfactory record of integrity and business ethics;
  - 1. Necessary organization, experience, and skills or the ability to obtain them;
  - 2. Necessary equipment and facilities or the ability to obtain them; and
  - 3. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

#### ADDENDUM TO EVALUATION FACTORS FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

#### SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

##### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (OCT 2018)

The Offeror shall complete representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>.

End of clause.