

CONTINUATION TO SF-1449
RFQ NUMBER *[Note to contracting officer: insert number]*
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

1. Scope of Work

A. The purpose of this firm, fixed-price purchase order is to provision a dedicated, 56 or more megabyte (MB) Virtual Private Network (VPN) Internet circuit. The VPN Internet circuit will serve as the primary OpenNet link between U.S. Embassy La Paz and Washington, D.C., United States. The fixed Purchase Order will be in effect for a period of 12 months beginning on July 1, 2015 and ending on June 30, 2016.

The U.S. Embassy in La Paz, Bolivia, has a requirement to lease a **56+MB Internet circuit** which will serve as the primary communications link for Post's OpenNet. As stated above, the circuit needs to be provisioned for a period of 12 months. The 56MB Internet data circuit will be completely transparent with no bits added to or deleted from the bit stream provided to the interface of the Department of State equipment. The supplied circuit will be used for dedicated access to the Internet.

The U.S. Embassy reserve(s) the right to request an increase in the circuit bandwidth if required.

B. The service shall be for the exclusive use of the U.S. Embassy in La Paz, Bolivia, 24-hours per day, 7 days per week, and 52 weeks per year.

C. The Contractor shall coordinate the service and will be responsible for the technical sufficiency of the circuit, including services necessary to establish, operate, and restore the circuit. Except for routers and terminal equipment furnished by the Embassy, the Contractor shall provide all equipment, materials, and supplies required to provide the services

D. The Contractor shall provide sufficient technical support to ensure uninterrupted end-to-end service between such terminal points as are covered in this contract. The Contractor shall provide, properly adjust, and maintain the circuit for continuous U.S. Embassy La Paz use.

2. Technical Requirements and Services

2.1 The U.S. Embassy in La Paz, Bolivia requires a connection of dedicated access to the Internet, without filters or restrictions, for a period of 12 months.

2.2 The access service to the Internet to be provided by the Local Internet Service Provider (ISP) must accommodate itself to the demands of our VPN.

2.3 The Internet Service Provider (ISP) must prove that their systems have access to the Internet **99.5%** of the time during a calendar year.

- 2.4 The main international routing must be DIRECT (Miami – La Paz, La Paz – Miami) with a maximum of 16 hops.
- 2.5 The Internet Service Provider (ISP) must be able to prove that they have redundant emergency backup capability for international outgoing circuits installed.
- 2.6 The circuit must be symmetric in both the upstream/downstream path.
- 2.7 Taking into account the effective symmetry of the circuit, the latency parameters, delays and number of hops must have the same values or metrics and must be within the margins required by the client.
- 2.8 Latency parameters in the upstream/downstream circuits must be less than or equal to 150 milliseconds (MS).
- 2.9 Packet losses must be less than or equal to 0.5% during periods of high traffic.
- 2.10 The dedicated access channel to the Internet must adjust itself to the services level under the User Datagram Protocol (UDP).
- 2.11 The ISP service must allow all IP protocols (including UDP-TCP-IPSEC and other) without filters, firewall restrictions or proxies. The ISP must not set up Throttling bandwidth on its route.
- 2.12 The service must allow for the implementation, without restrictions, of Web servers, Firewalls and encryptors, E-mail servers, DNS and related equipment in the private network.
- 2.13 The carrier must provide a fiber link end to end and technical support. They must have all of the necessary specialized personnel and tools to resolve any kind of problems.
- 2.14 Routing equipment **MUST NOT** be configured with NAT Network Address Translation.
- 2.15 Online encryption equipment with speed parameters and duplex configurations need to be automatic and will be connected to the Ethernet Port on the ISP Router.
- 2.16 Sixty four (64) public static IP addresses must be assigned/reserved for our Subnet.
- 2.17 Interface Connectors of the Internet Service Provider (ISP): RJ45 with 10/100 BASE-T Interface.

- 2.18 The Internet Service Provider (ISP) must prove that they have enough bandwidth overhead, thus guaranteeing that the contracted bandwidth will not be affected by any eventual saturation due to excessive demands. The international outgoing link overhead must comply with the standards recommended by international and national telecommunications organizations.
- 2.19 The Cisco router, media converter for single fiber (must have a 20 kilometer reach), fiber patch panel(SC to SC) and SC patch cords must be provided, configured and maintained by the Internet Service Provider (ISP).
- 2.20 The Internet Service Provider (ISP) must have access to an automatic traffic monitoring system which allows the immediate detection of any traffic interruption.
- 2.21 The ISP **must** give the Client access to this Monitoring Service (referred to in 2.19 above) so that the Client, from their offices, may check the performance of the service and the bandwidth utilized. The results obtained from the monitoring systems will also be used to establish any downtime credits that may affect the U.S. Embassy's VPN operations).
- 2.22 The ISP must provide the names and telephone numbers of the people in charge of Technical Support 24 hours a day, 7 days a week.

E. Services. This is a firm, fixed-price contract for the lease of 12 full months. The circuit shall be supplied for dedicated Internet access.

F. Inspection and Acceptance. Unless specified in the Contract, the U.S. Embassy in La Paz, Bolivia shall require a period of three weeks in order to perform testing to determine acceptance of the required circuit.

G. Term of Contract: The required circuit shall be installed and delivered to the Destination Point on or before 30 Days after Contract Award. Upon successful installation and acceptance of the required circuit by the U.S. Embassy in La Paz, Bolivia, the Contractor shall be provided, in writing, notice to proceed and shall provide contractual services for a 12 month period, commencing on the date specified in the notice to proceed.

H. The Contractor agrees that the work and services set forth in this contract shall be performed during the period commencing the effective date of this contract and shall continue through the end of the 12 month period of service.

3. Infrastructure

- 3.1 The local link from the Internet Service Provider (ISP) to the U.S. Embassy located on Av. Arce 2780, San Jorge must be through fiber optic and media converters adjusted for the run.
- 3.2 The channeling and postage to our duct must be implemented by the Internet Service Provider.
- 3.3 The Embassy will provide the duct from the duct on Av. 6 de Agosto to the router in the Computer Room.
- 3.4 The Embassy will provide the necessary electrical connections with electrical ground.

4. General Conditions

- 4.1 In the event of deficient services, continued problems with the systems or dissatisfaction by the Client, this Contract may be canceled in writing.

J. 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 number;
- 5 Task or Delivery Order number, as applicable;
- 6 Contract Line Item Number (CLIN) of item or service provided;
- 7 Description of the item, or service actually provided;
- 8 Period of performance of service or date item is provided;
- 9 Block/Space reserved for COR acceptance signature and date;
- 10 Signature, Name and Phone number of Company representative authorized to sign invoices;
- 11 Remit to address;
- 12 Name, phone number and Mailing address to whom any disputed invoices should be addressed; and
- 13 Credits with explanation and period covered.

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

K. The circuit 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.

L. 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 **U.S Embassy La Paz** to the Contractor or his employees, unless such person or agency is authorized in writing by the CO. 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.

M. Government Furnished Equipment (GFE).

GFE consists of the following items: **[Note to contracting officer: Contracting Officer completes this section; for example, Terminal equipment]**(The United States Embassy will provide the following equipment needed to connect to the 56 megabyte (MB) Virtual Private Network (VPN) internet circuit: 800 Router and 5505 ASA Firewall.

N. Release of Information

1. The Contractor's organization shall clear with the Information Office listed below any public release of information on this contract. This information includes news stories, articles, sales literature, advertisements, radio-TV spots, etc.

2. The request for public release of information should be addressed to:
[Note to contracting officer: complete this section]

3. Limited Use of Data and Information. Performance of this contract may require the contractor to access and use data and information proprietary to the U.S. Embassy La Paz or agency personnel, or which is of such a nature that its dissemination or use, other than in performance of this contract would be adverse to the interests of the U.S. Embassy or others. The Contractor and Contractor personnel shall not divulge or release data or information developed or obtained in performance of this contract, until made public by the U.S. Embassy, except to authorized personnel or upon written approval of the Contracting Officer. The Contractor will not use, disclose, or reproduce proprietary data which bears a restrictive legend, other than as required in the performance of this contract. Nothing herein shall preclude the use of any data independently acquired by the Contractor without such limitations or prohibit an agreement at no costs to the U.S. Embassy between the Contractor and the data owner provides for greater rights to the Contractor.

O. Circuit Downtime and Credits

Credits shall be assessed against the Contractor in those instances where the circuit during any given month or year that fail to achieve and sustain the minimum acceptance standards stated above.

1. Definitions:

Circuit Availability Acceptance Level: Yearly Circuit Availability Acceptance Level is computed by 365 calendar days times 24 (hours per day) times 99.5% acceptance level equals 8,716.20 hours annum. ($365 \times 24 = 8760 \times 99.5\% = 8,716.20$). Monthly Circuit Availability is computed by the calendar days per month times 24 (hours per day) times 99.5% acceptance level (example: $31 \times 24 = 744 \times 99.5\% = 740.28$)

Downtime: That period of time when the circuit becomes non-operational or unusable for communication or transfer of data or failures to meet the minimum acceptance standards. The maximum cumulative Annual downtime that shall be acceptable for corrective or preventative maintenance is 43.80 hours ($8760 \times .5\%$). The maximum cumulative Monthly downtime that shall be acceptable for corrective or preventative maintenance shall be .5% of the total available hours for the month (example: $31 \times 24 = 744 \times .5\% = 3.72$).

Period of Downtime: Downtime shall commence at the time first attempt for contact is made by the U.S. Embassy La Paz (or its representative) to the Contractor's Point of Contact (Network Operations Center) and shall be annotated on the Remedy Ticket and shall continue until the circuit is returned into Service.

Downtime Credits: Monetary value returned to the U.S. Embassy La Paz 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. Downtime credit shall be equal to the hourly or daily rate (as applicable) as identified in the schedule in Section B. There are two (2) situations when circuit Downtime Credits can be accumulated:

- 1) Below Availability Level,
- 2) Extended Downtime.

2. Credit for Circuit Downtime by Situation

Below Availability Level: If the downtime accumulated for a circuit adds up to 43.80 ($8760 \times .5\%$) cumulative hours or more during any one contract year (365 calendar days) or depending on the number of hours for the month (example $744 \times .5\%$) cumulative hours per month (example: 31 calendar day month) the Contractor shall grant a hourly credit to the U.S. Embassy La Paz for each hour of downtime. Each additional one hour increment or portion thereof will be assessed as an additional hour.

Extended Downtime Credit(s): Cumulative time of more than 18 hours but not greater than 24 hours for any one outage shall be assessed at a daily rate (Prorated). Any increment of 24 hours beyond the initial 24 hours of any one outage shall be assessed at the standards for the hourly rate up to 12 hours, however between 12 and 24 hours the credit shall be assessed at the daily rate (Prorated).

3. Exceptions to Cumulating of Downtime

Cumulating of circuit downtime shall include all unscheduled downtime deemed to be the responsibility of the Contractor, with the following exceptions:

a. When the failure to perform arises out of causes beyond the control and without the fault or negligence of the Contractor or Sub-contractor as defined in the Termination for Default clause in Section I of this contract.

b. Malfunction of equipment, frequency fading and interference, errors of omission and/or omission by the Contractor or Sub-contractor, and commercial power surges or failures are considered to be normal hazards of the industry and therefore do not qualify as causes beyond the control of the Contractor or Sub-contractor.

The Contracting Officer shall make final determination as to whether downtime is the responsibility of the Contractor. If requested by the Contracting Officer, the Contractor shall provide documentation to support claims of excusable downtime. For downtime determined to be the Contractor's responsibility, the Contracting Officer may elect to assess a credit for each instance of non-performance.

4. Payment Reduction for Downtime Credits

When Circuit Downtime credit(s) is due to the U.S. Embassy La Paz, the total number of creditable hours shall be accumulated for the month and will be deducted from the payment due the Contractor.

5. Trouble Escalation Procedure

a. The U.S. Embassy La Paz shall refer the problem to the carrier after performing tests as prescribed in the Trouble Analysis procedure. Obtain the name of the carrier's assisting technician and pertinent ticket number.

b. After the trouble has been referred to the carrier for two (2) hours, recall the carrier for an update on the current trouble. Record the carrier's response, the name of the individual you talked with, and the carrier ticket number on the Remedy Ticket.

c. After the trouble has been referred to the carrier for four (4) hours, recall the carrier for an update on the current trouble. If the carrier's response is not satisfactory

escalate the trouble to the carrier's management. Record the carrier's response, the name of the individual you talked with, and the carrier ticket number on the Remedy Ticket.