

Solicitation for mobile telephone services

Indefinite delivery / indefinite quantity contract
schedule of services

US Embassy Libreville

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1- SCOPE OF WORK

This solicitation is for mobile telephone services. The Embassy is using approximately 171 lines for official purposes. The Contractor provides complete mobile telephones services for the U.S. Embassy in Libreville. Services provided include:

- Calls within Embassy subscription group
- Calls within Gabon
- International calls
- International roaming
- Wireless Application Protocol (WAP)
- SMS messaging
- Web SMS
- Voice Mail
- Rental of cell phones with or without SIM cards
- 24-hour customer service
- Detailed billing of calls made
- Data services (Blackberry Enterprise Services-BES and Internet)
- Combination of pre- and post-paid services

The Contractor ensures that the connection through its network is of the highest quality possible and uninterrupted, clear and with no static. Network problems remedy immediately, and the COR (Contracting Officer Representative) immediately informs of any problems, and their resolution.

1.1 CALLS WITHIN GABON

The contractor ensures on a 24-hour basis at least 99% local network coverage around Libreville with special consideration to all urban areas and main traffic routes.

1.2 INTERNATIONAL CALLS

The Contractor ensures on a 24-hour basis international connectivity with the USA, all European countries and all other worldwide countries that telephone services are available, especially Sao Tome & Prince, South Africa, France and Germany.

1.3 INTERNATIONAL ROAMING

The contractor provides as extensive international roaming connectivity as possible, with special interest of the Government for roaming within the USA, Sao Tome & Prince, South Africa, France and Germany.

1.4 WIRELESS APPLICATION PROTOCOL (WAP)

The contractor provides Internet connection through their network to the Wireless Application Protocol (WAP) Internet sites.

1.5 SMS MESSAGING

The contractor provides access to around the clock SMS messaging and Web SMS

1.6 VOICE MAIL

The Contractor provides Voice Mail services in English and French Language. Voice Mail Box prepared for each number separately as per standard practice.

1.7 CUSTOMER SERVICE

The contractor provides technical support for setting up voice mail, roaming questions, questions on the phone features, number changes, lost or stolen telephone reporting and manufacturer's warranty information, and all other matter concerning the mobile telephone services through the Contractor's Project Manager.

1.8 DETAILED BILLING

The Contractor provides monthly breakdown of calls made by individual number. The breakdown clearly shows:

- Called Number
- The Time and Date Of The Call
- The Duration Of The Call
- Price

The monthly lists of calls made forwarded to the Contracting Officer's Representative (COR) until the end of each current month for the previous month to the following address:

U.S. Embassy Libreville
ATIN: Financial Management Officer
B.P. 4000, Libreville, Gabon

2- KEY POINTS TO CONSIDER

2.1 INVOICING

(a) The Contractor submits monthly invoices to the COR. A proper invoice includes the following information:

- Contractor's name and bank account information **for payments by wire transfers**
- Invoice date
- Contract number
- A summary showing a listing of each line with total monthly price in local currency for that line. A detailed invoice for each agency has to be attached to each summary invoice and should include the cost breakdown by each telephone line according to the pricing schedule
- A detailed list of all calls made for each line
- Prompt payment discount if any
- Name, title, phone number, and address of person to contact in case of defective invoice

(b) If an invoice does not contain the above information, the US Embassy reserves the right to reject the invoice as improper and return it to the Contractor within 7 calendars days. The Contractor must then submit a proper invoice.

(c) The COR will interact with the Contractor on any invoice problems.

(d) The contractor will send all invoices to the following address:

U.S. Embassy Libreville

ATIN: Financial Management Officer

B.P. 4000

Libreville, Gabon

(e) Payment makes in local currency by Electronic Funds Transfer (EFT) within 30 days after receipt of the proper invoice.

(f) The US Embassy will provide annual direct exemption of Value Added Tax (VAT); according to host country VAT laws.

2.2 KEY PERSONNEL

The Project Manager must be able to converse in English and French. The Contractor assigns to this contract a key person: Name and title/function.

During the first 90 days of performance, the Contractor makes no substitutions of key personnel unless the substitution is required due to illness, death, or termination of employment. The Contractor notifies the Contracting Officer within 15 calendar days after the occurrence of any of these events and provides the information required below to the Contracting Officer at least 15 days before making any permanent substitutions.

After the first 90 days of performance, the Contractor may substitute a key person if the contractor determines that it is necessary. The Contractor notifies the Contracting Officer of the proposed action immediately. Prior to making the substitution, the Contractor will provide the information required below to the Contracting Officer.

The Contractor provides a detailed explanation of the circumstances requiring the proposed substitution, a complete resume for the proposed substitute. The proposed substitute shall possess qualifications comparable to the original key person. The Contracting Officer will notify the Contractor of its approval or disapproval of the substitution within 15 calendar days after receiving the required information. The US Embassy will modify the contract to reflect any changes in key personnel.

2.3 PERMITS

Without additional cost to the US Embassy, the Contractor obtains all permits, licenses, and appointments required for the work under this contract. The contractor obtains these permits, licenses, and appointments in compliance with applicable Gabonese country laws.

2.4 US EMBASSY FURNISHED PROPERTY

The US Embassy intends to use US Embassy Owned Equipment and Accessories. The contractor provides a fully functional SIM card, telephone number and appropriate security codes for all existing US Embassy cell phones.

A list of Cell Phone Types that the US Embassy owns and intends to use with the services provided in this contract:

- Blackberry Bold, Torch, Z10, Q10, Q30 (approximately 30 with Blackberry Data Services)
- Thuraya
- Samsung
- Alcatel

2.5 ADDITION OF NEW LINES

The contractor provides a fully functional SIM card, telephone number and appropriate security codes to the COR within 24 hours after receiving a delivery order under the contract.

2.6 NON-OFFICIAL LINES

This Contract is valid only for official US Embassy needs.

2.7 DISCLOSURE OF INFORMATION

Any information made available to the Contractor by the US Embassy shall be used only for the purpose of carrying out the provisions of this contract and shall not be divulged or made known in any manner to a person except as may be necessary in the performance of the contract.

2.8 TECHNOLOGICAL REFRESHMENT

The contractor may propose for the US Embassy's technological refreshment substitution or addition for any provided product(s) or services that may become available as a result of technological improvements. The US Embassy may, at any time during the term of this contract or any extensions thereof, modify the contract to acquire products which are similar to those under the contract and that the Contractor has or has not formally announced for marketing purposes. This action is considered to be within the scope of the contract. At the option of the US Embassy, a demonstration of the substitute product may be required. The US Embassy is under no obligation to modify the contract in response to the proposed additions or substitution.

Such substitution or additions may include any part of, or all of, a given product(s) provided that the following conditions are met and substantiated by documentation in the technological refreshment proposal:

- (a) The proposed product(s) meet all of the technical specifications of this document and conform to the terms and conditions cited in the contract.
- (b) The proposed product(s) have capacity, performance, or functional

characteristics equal or greater than the current product(s).

(c) The proposal discusses the impact on hardware, services and delivery schedules.

The cost of changes not specifically addressed in the proposal shall be borne entirely by the contractor.

(d) Contractor has the right to withdraw, in whole or in part, any technological refreshment proposal prior to acceptance by the US Embassy. Contractor will use commercially reasonable efforts to ensure that prices for substitutions or additions are comparable to replaced or discontinued products. If a technological refreshment proposal is accepted and made a part of this contract, an equitable adjustment increasing or decreasing the contract price may be required and any other affected provisions of this contract shall be made in accordance with this clause, the Changes clause, and other applicable clauses of the contract.

2.9 SPECIAL SHORT TERM PROMOTION

For the entire contract duration, the Contractor will offer the US Embassy the option to take advantage of any promotional programs that it offers and that is suited for use by Embassy staff. The Embassy at its own discretion will have the option to take or reject the opportunity.

2.10 DELIVERY ORDERS

The Contracting Officer issues delivery orders to order phone and services to the Contractor for performance of work under this contract. If an order is given orally, it will be followed up by a written delivery order within 7 days.

2.11 TRAINING

The contractor provide, at no additional cost, training to all Embassy employees who received a mobile phone. Training to be provided will include the proper operation of equipment purchased and feature operation. The training will be coordinated with the COR to match the Embassy work schedule.

2.12 CUSTOMER SERVICE CENTERS

The contractor is to provide a telephone number for the purpose of reporting equipment problems and malfunction, billing inquiries and/or customer question regarding accounts and/ or services.

2.13 SURVIVABILITY AND RECOVERY

The contractor has a working system of survivability of the network in case of emergency and serious disaster when all networks may be jammed or when parts of the network are destroyed.

The contractor has a recovery plan in place that shall deal with such occurrences