

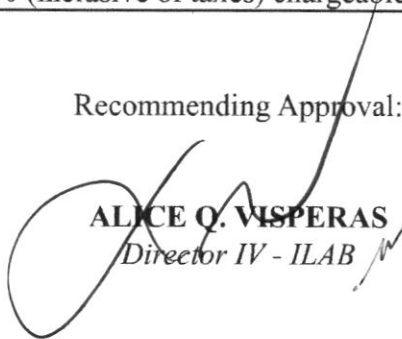
**TERMS OF REFERENCE FOR THE 40 MBPS DIRECT LEASED LINE INTERNET  
VIA FIBER OPTIC FOR ILAB**

<b>ITEM</b>	<b>SPECIFICATIONS</b>
1	<p><b>SUBSCRIPTION CONTRACT</b></p> <p>The contract for the subscription of 40 Mbps DLL Internet Access Service via Fiber Optic Cable  <b>-TOR subject to approved revision deemed necessary</b></p>
2	<p><b>SPECIFICATIONS</b></p> <p>The CONTRACTOR shall provide for the DOLE-ILAB 40 Mbps Direct Lease Line Internet Access Service Subscription via Fiber Optic Cable with the following general specifications:</p> <ul style="list-style-type: none"> <li>On-line MRTG</li> <li>Full 40 Mbps at a ratio of 1:1</li> <li>Clear-channel leased line using fiber optic cables</li> <li>Inclusive of 64 IP Addresses (with 62 usable IP addresses)</li> <li>Includes 24 x 7 technical support</li> <li>Includes 24 x 7 monitoring facility available online</li> <li>Modem</li> </ul> <p>The CONTRACTOR shall complete the installation within <b>30 calendar days</b> from receipt of Notice to Proceed.</p>
3	<p><b>SCOPE OF SERVICES</b></p> <p>40 Mbps* Direct Leased Line Internet Access Service</p> <p>The CONTRACTOR shall deliver a guaranteed minimum bandwidth of 40 Mbps at a ratio of 1:1 with 99.96% monthly availability for the entire duration of the contract.</p> <p>The CONTRACTOR should own an Advance Layer 2 Physical Network Facility – Backhaul going to Cable Landing Station that assists in the exchange of domestic internet traffic between local and/or international carriers, ISPs, and/or content providers.</p> <p>The CONTRACTOR should have direct connections to the internet backbone composed of multiple reliable routes through the following preferred International providers: AT&amp;T, Hutchison &amp; Verizon.</p> <p>The last mile from the CONTRACTOR’S exchange to the DOLE-ILAB shall be via clear-channel leased line using fiber optic cables for the 40 Mbps* link.</p> <p>The CONTRACTOR shall provide 64 valid IP addresses (62 usable Public IP Addresses). the IP addresses shall be contiguous. IPv4 currently required must be replaced by IPv6 when needed.</p> <p>The CONTRACTOR shall supply a telephone-based qualified technical support available on a 24 x 7 basis to assist DOLE-ILAB in</p>


	<p>trouble-shooting issues affecting traffic and security on the provided Internet Access Service.</p> <p>The CONTRACTOR should have an Outside Plant Access Cabinet facility within 300-450 meters and a Local Distribution Office (Service Operation Center) within three (3) Km from the site to ensure quick response during downtime or troubleshooting.</p> <p>The CONTRACTOR should have an existing Government Agency/Office client of the same service within one (1) Km radius of site.</p> <p>The CONTRACTOR shall provide technical support for the resolution of internet service related issues though connection may remain available within four (4) hours from the time it was reported to helpdesk. In cases where the reported issues cannot be resolved through telephone, the CONTRACTOR shall be required to send a qualified technical representative to visit the site to resolve the problem at no additional cost to the client.</p> <p>The CONTRACTOR shall make available to the DOLE ILAB, a 24x7 bandwidth monitoring facility for the Internet Access Service. The facility shall clearly show real-time utilization and availability.</p> <p>The CONTRACTOR shall provide ten (10) working days confidence test period before issuance of internet service acceptance.</p> <p>The Contractor must be a Tier 1, NTC-licensed telecommunications company and must show any two (2) of the following documents:</p> <ol style="list-style-type: none"> <li>1. Registration/License as TELCO</li> <li>2. Authority to Operate (Certificate of Public Convenience and Necessity)</li> <li>3. Certificate of Value Added Service Registration Tier 1 TELCO -has direct peering to the main Tier 1 international ISPs. -with at least three (3) international direct peering uplink.</li> </ol>
4	<p><b>SERVICE LEVEL AGREEMENT</b></p> <p>DOLE-ILAB shall maintain a Service Level Agreement (SLA) with the <b>CONTRACTOR</b>, with provision for liquidated damages for non-compliance.</p>
5	<p><b>PENALTIES FOR SERVICE INTERRUPTIONS/SERVICE CREDITS</b></p> <p>The telecommunication system is required to be available seven (7) days a week, 365 days a year except on occasions when CONTRACTOR has to perform regular preventive maintenance or updates.</p>

6	<p><b>Allowable Outage = 4 Hours</b></p> <p>The outage duration will commence upon notification of trouble by CLIENT to Customer Support team and ends upon repair and acknowledgement by CLIENT that the trouble has been restored.</p>
7	<p><b>Service Credits for Non Conformance</b></p> <p>In the event that the maximum allowable outage will be exceeded, CONTRACTOR will be required to provide rebates to CLIENT which shall be the number of hours in excess of the allowable hours of outages computed in four (4) hour increments equivalent to one (1) day of the monthly recurring fee. In the event that an outage lasts for more than 72 hours, The monthly service fee shall be paid in whole. No service credits shall be provided to CLIENT by CONTRACTOR if the outages or interruptions are due to local power failure, power fluctuations or surges and failure of customer-owned equipment.</p> <p>Less than 3 hours – Not acceptable  3 hrs. &lt; 6 hrs = 1/10 of a day (MSF/ # of days in a month x 0.1)  6 hrs. &lt; 9 hrs = 1/5 of a day (MSF/ # of days in a month x 0.2)  9 hrs. &lt; 12 hrs = 2/5 of a day (MSF/# of days in a month x 0.4)  12 hrs. &lt; 15 hrs = 3/5 of a day (MSF/# of days in a month x 0.6)  15 hrs. &lt; 24 hrs = 4/5 of a day (MSF/# of days in a month x 0.8)  24 hrs. &lt; MSF x duration of downtime (# of days in a month x 24 hrs)</p>
8	<p><b>Budgetary Requirements</b></p> <p>P 460,000.00 (inclusive of taxes) chargeable to the available funds of ILAB).</p>

Recommending Approval:

  
**ALICE Q. VISPERAS**  
*Director IV - ILAB*

Approved by:

  
**CLARO A. ARELLANO**  
*Undersecretary*

Certified Funds Available:

  
**RICHELDA L. BALLAD**  
Chief Accountant

Date: \_\_\_\_\_

*EPA (2022 GAA)*