

Government of Guam Telecom Voice Service

Bureau of Information Technology

REQUEST FOR PROPOSAL (RFP)

Issuance Date: September 30, 2009

RFP No. _____

BUREAU OF INFORMATION TECHNOLOGY

Request for Proposal

RFP NO. OOG-BIT- 027-09

Government of Guam Telecom Voice Service

Bureau of Information Technology
Governor Ricky Bordallo Complex , Adelup, Guam 96910 · USA

General Information for Offerors

The Government of Guam (GovGuam) is soliciting interested parties to prepare and submit a proposal for telecom voice services, as defined herein, that will meet the operational needs of the Executive Branch of the Governor of Guam. For purposes of this document, date and time lines are defined as Chamorro Standard Time Zone (ChST).

The Executive Branch is composed of over 50 line agencies and currently contracts with the Guam Telephone Authority (GTA) for landline voice and PRI services. This arrangement dates back to when GTA was the sole local exchange provider (LEC). Changes to local telecommunications laws have resulted in the establishment of competitive local exchange providers (CLEC). Early in 2009 the General Services Agency (GSA) under the Department of Administration (DOA) issued instructions that voice services are to be henceforth awarded on an RFP or bid basis for a period of up to three (3) years.

The Request for Proposal (RFP) document details general information about telephone requirements. Offerors are responsible for accessing and viewing the attachments. A copy of this RFP will also be available online on the Bureau of Information Technology (BIT) website at <http://www.bit.guam.gov>.

Notice of Intent for offerors downloading the RFP online.

Prospective offerors who download a RFP are required to register their intent to submit proposals via email to the potsrfp@bit.guam.gov. Notices of intent should include company name, address, and name of point of contact person, telephone number(s), fax number(s), and include an email address. BIT will confirm by email receipt of the offeror's intent to submit its proposal via email. **Proposals from companies or individuals that have not registered their intent to participate in the RFP will not be considered for award.**

Government of Guam procurement rules require that all potential offerors be notified, and acknowledge receipt of any amendments to RFPs. Amendments to this RFP will be available from the contact persons identified in the RFP and will also be posted on the BIT website at <http://www.bit.guam.gov>.

1.1 Issuing Office

The Bureau of Information Technology (BIT), a bureau under the Office of the Governor of Guam, issues this RFP.

Proposals will be submitted to Jim Lacson, *Chief Information Officer, Bureau of Information Technology* at the following address.

Telephone Services RFP
Bureau of Information Technology
c/o Central Files Office
Governor Ricardo Bordallo Complex
Adelup, Guam 96910, USA

Procurement Schedule:

<u>Event</u>	<u>Date and Time</u>
RFP Issuance	September 30, 2009 , at 10:00 am
Pre-proposal Conference	October 8, 2009 , at 10:00 am
Inquiry Submission Deadline	October 12, 2009 , at 5:00 pm
Inquiry Response Deadline	October 15, 2009 , at 5:00 pm
Proposal Submission Deadline	October 19, 2009 , at 5:00 pm
Selection of Offeror	October 23, 2009 , at 10:00 am

All events will be held at the Department of Administration (DOA), Data Processing Division, 1st floor Conference Room. Business hours of the DOA for the purposes of the RFP are from 8:00 a.m. to 5:00 p.m. Monday through Friday, except for official government of Guam holidays.

1.2 Procurement Guidelines and Conditions

1.2.1 Preparation of Proposal

Proposals must be prepared in conformity with all instructions, conditions, and requirements included in the RFP. Offerors are required to examine all documentation. Failure to observe all terms and conditions will be at the offeror's risk.

1.2.2 *Cost of Proposal Preparation*

There is no expressed or implied obligation for GovGuam to reimburse responding offerors for any expenses incurred in preparing any proposal in response to the RFP.

1.2.3 *Type of Contract*

It is contemplated that a fixed price contract will be awarded. In addition to the provisions of the RFP, any additional clauses or provisions required by the laws and regulations of the GovGuam that are in effect at the time of execution of the contract will be included.

1.2.4 *Revisions to the RFP*

GovGuam reserves the right to amend the RFP at any time. In the event that it is necessary to revise any part of the RFP, an amendment will be provided to all offerors who are known to the department as having received the RFP and having been registered as to their intent to submit a proposal. Acknowledgement of receipt of all issued amendments shall be required from all offerors.

1.2.5 *Cancellation of the RFP*

GovGuam may cancel the RFP, in whole or in part at any time, or reject any or all proposals submitted in response to the RFP, when this action is determined to be fiscally advantageous to the Government or otherwise in the best interest of the Government.

1.2.6 *Pre-proposal Conference*

A mandatory pre-proposal telephone conference for all offerors interested in submitting a proposal will be held on **October 9, 2009 at 10:00 a.m.** at the Department of Administration Data Processing Division 1st floor Conference Room; 212 Aspinall Ave.; Hagatna, Guam. After this pre-proposal conference, any inquiries concerning the RFPs should be submitted via email no later than **October 12, 2009 at 5:00 p.m.** Questions formally submitted to the department will be responded to in writing and sent expeditiously to all recipients of the RFP. Any revisions to the RFP as a result of the conference shall be made exclusively through the issuance of an amendment.

All questions and correspondence after the pre-proposal conference should be emailed to: potsrfp@guam.gov.

1.2.7 *Duration of Proposal Validity and Contract Term*

Proposals will be valid for one-hundred twenty (120) days following the closing date of the RFP. This period may be extended by written mutual agreement between the offeror and the Government of Guam.

The term of the contract shall be for a period of three (3) years, with two one-year renewals at the option of GovGuam.

1.2.8 *Disclosure of Major Shareholders*

As a condition of submitting a proposal, any partnership, sole proprietorship or corporation doing business with GovGuam shall submit an affidavit executed under oath and sealed that lists the name and address of any person who has held more than ten percent (10%) of the outstanding interest or shares in the said partnership, sole proprietorship, or corporation at any time during the twelve (12) month period immediately preceding submission of a proposal. The affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship, or corporations, which have been held by each such person during the twelve (12) month period. In addition, the affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the proposal for the offeror and shall also contain the amounts of any such commission, gratuity or other compensation. The affidavit shall be open and available to the public for inspection and copying. A form of the affidavit is attached in **Appendix E-Affidavit Disclosing Ownership and Commissions**. A proposal received without this affidavit is subject to immediate rejection as being non-responsive.

1.2.9 *Non-Collusion*

Guam Law requires that all offerors submit a statement under oath indicating that there has been no collusion with anyone in the submission of the proposal or with regard to any other step of the procurement process. A form of the affidavit is attached in **Appendix D - Non-Collusion Affidavit**. A proposal received without this affidavit is subject to immediate rejection as being non-responsive

1.2.10 *Submission of Proposals*

To be considered, one (1) original and five (5) copies of the proposal must be received by GovGuam by **5:00 pm, October 19, 2009**. The proposal shall be signed by an official authorized to obligate the offeror.

1.2.11 *Late Proposals*

Any proposals received after the date and time specified in Sections 1.1 or 1.2.10 will not be considered. The time of receipt of a

proposal will be the date-time stamp placed by the Central Files Office under the Office of the Governor on the proposal wrapper or other documentary evidence attached to the proposal.

1.2.12 *Withdrawal of Proposals*

Proposals may be withdrawn by written notice received by BIT at any time prior to award.

1.2.13 *Oral Presentations*

Offerors may be required to participate in oral discussion of their proposal. Should GovGuam elect to conduct such discussions for the purposes of proposal clarification, this will be accomplished by conference at a mutually agreeable time. Offerors should, however, present proposals which are complete and comprehensive in all ways since GovGuam reserves the right to award a contract without further discussions.

1.2.14 *Evaluation and Selection*

Award will be based on vendor capability, capacity, and qualifications (minimum score of 35 out of 50), and compliance to technical specifications (minimum score of 35 out of 50, for each category in which vendor is proposing services). The categories of service, as described in the Technical Requirements section, provide a means for vendors to propose some or all of the services requested within this RFP. For each category, vendors who meet the minimum score for capability and technical compliance will have their cost proposals evaluated as described below. Award will be based on vendor capability, capacity, and qualifications, and compliance to technical specifications. The categories of service, as described in the Technical Requirements section, provide a means for vendors to propose some or all of the services requested within this RFP. Vendor does not have to provide pricing for every type of circuit/service/device requested in a category to be qualified for the category, but must include valid pricing for the items being proposed. Valid pricing consists of firm, inclusive, complete costs for the proposed services. Incomplete price information, (e.g., failing to note any installation costs, taxes, charges, surcharges, fees, etc., whether local, or Federal in nature), may result in the service being excluded from consideration.

GovGuam will commission a Technical Review Committee, which will evaluate and score all proposals, using the following criteria:

- Vendor capability, capacity, and qualifications 50 points
- Compliance to technical specifications 50 points

- Cost As described below

Again, proposals must receive a minimum score of 35 out of 50 for Vendor Capability, and a minimum score of 35 out of 50 for Compliance to Technical Specifications for each proposed category (as described in the Technical Requirements section) to warrant review of the Cost proposal. As the Compliance to Technical Specifications is evaluated individually for each category, a vendor may be qualified in one category and not another. Cost proposals for vendors who meet the above minimum scores will be evaluated, and the least cost vendor(s) for each service will be included in the award. Additional awards may be recommended by the committee to make sure all desired services are available, and to allow the inclusion of solutions that provide flexibility to meet the Customer's objectives.

1.2.15 *Proposal Acceptance*

GovGuam reserves the right to accept or reject any or all proposals, in whole or in part received as a result of the RFP; to waive minor irregularities, in any manner necessary; which serves in the best interest of the government.

Proposals should be submitted in the most favorable terms available to the government from a price and technical standpoint. It is understood that proposals will become part of the official file.

1.2.16 *Unsuccessful Offerors*

GovGuam will notify all offerors of any award issued as a result of the RFP. Unsuccessful offerors will be notified in writing no later than thirty (30) days after the award of a contract to the successful offeror.

1.2.17 *Disclosure of Data*

Proposals submitted in response to this RFP may contain technical data, trade secrets and other proprietary data which the Offeror or its subcontractor does not want used or disclosed for any purpose other than evaluation of the proposal. The use and disclosure of any such technical data, trade secrets and other proprietary data may be restricted provided the data is clearly marked "confidential". If a contract is awarded to the offeror, the Government shall have the right to use or disclose the technical data, trade secrets and other proprietary data to the extent otherwise provided in the contract. The Government does not assume liability for the use or disclosure of unmarked technical data, trade secrets and other proprietary data.

1.3 Contractual Conditions

1.3.1 *Scope of Agreement*

The agreement resulting from the RFP supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to retainment of the offeror by the Government and contains all of the covenants and agreements between the parties with respect to such retainment in any manner whatsoever. Each party to the agreement acknowledges that no representation, inducements, promises, or agreements; orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which, are not embodied herein, and that no other agreement, statement, or promise not contained in the agreement shall be valid or binding. Any modification of the agreement will be effective only if it is in writing signed by the party to be charged.

1.3.2 *Responsibility of the Offeror*

The offeror shall be responsible for the professional and technical accuracy of all work and materials furnished under the contract. The offeror shall, without additional cost to the government, correct or revise all errors or deficiencies in its work identified during the term of the agreement.

The Government's review, approval, acceptance of, and payment of fees for services required under the contract, shall not be construed to operate as a waiver of any rights under the agreement or of any cause of action arising out of the offeror's failure of performance, and the offeror shall be and remain liable to the Government for all direct costs which may be incurred by the Government as a result of the offeror's negligent performance of any of the services performed under the agreement.

1.3.3 *Assignment of Agreement*

The offeror may not assign the agreement, or any sum becoming due to the offeror under the provisions of the agreement, without the prior written consent of the Government.

1.3.4 *General Compliance with Laws*

The offeror shall be required to comply with all federal and territorial laws and ordinances applicable to work.

1.3.5 *Retention and Access to Records and Other Review*

The offeror, including subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and to make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the

contract for inspection by the Government. Each subcontractor hired or employed by the offeror pursuant to the agreement shall include a provision containing the conditions of the section.

1.3.6 *Ownership of Documents*

All briefs, memoranda and other incidental work or materials furnished hereunder shall be and remain the property of the Government including all publication rights and copyright interests, and may be used by the Government without any additional cost to the Government. All documents that form part of the RFP are the property of the Government and cannot be reproduced without the Government's authorization.

1.3.7 *Indemnity*

The offeror agrees to save and hold harmless the Government, its officers, agents, representatives, successors, and assignees from any and all suits or actions of every nature and kind, which may be brought forth, or on account of; any injury, death, or damage arising or growing out of the acts or omissions of the offeror, the offeror's officers, agents, servants, or employees under the agreement.

1.3.8 *Change Order*

The Government may at any time, by written order, make any change in the services to be performed hereunder. If such changes cause an increase or decrease in the costs of doing work under the agreement, or in the time required for the work to be completed, an equitable adjustment shall be negotiated and the agreement shall be modified in writing accordingly.

1.3.9 *Severable Provisions*

If any provision of the agreement shall be deemed by a court of competent jurisdiction to be invalid, then such provision shall be deemed stricken from the agreement and the agreement shall be enforced according to its valid and subsisting terms and provisions.

1.3.10 *Governing Law*

The validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties to this agreement, shall be governed by the laws of the Territory of Guam.

1.3.11 *Effective Date of Agreement*

This agreement shall take effect upon the date it is signed by the Attorney General of Guam (AG) or the Chief Deputy AG and the date of this agreement shall be the date upon which the AG or Chief Deputy AG affixes his or her signature.

1.3.12 *Office of Attorney General not Liable*

The Government assumes no liability for any accident or injury that may occur to the offeror, its officers, agents, representatives, successors, and assignees, or his or her agents, employees, dependents, or personal property while en route to or from the Government or during any travel mandated by the terms of the agreement. The Government shall not be liable to the offeror for any work performed by the offeror prior to the approval of the agreement by the AG or Chief Deputy AG, and the offeror hereby expressly waives any and all claims for service performed in expectation of the agreement prior to its approval by the AG or Chief Deputy AG.

1.3.13 *Nondiscrimination in Employment*

The offeror agrees:

- A. Not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment;
- B. To include a provision similar to that in *Subsection A* above in any subcontract except a subcontract for standard commercial supplies or raw materials; and,
- C. To post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

1.4 Termination for Default

1.4.1 *Default*

If the contractor refuses or fails to perform any of the provisions of any agreement resulting from the RFP with such diligence as will ensure its completion within the time specified in the contract, or any extension thereof, or otherwise fails to timely satisfy the contract provisions or commits any other substantial breach of this contract, the Government may notify the Contractor in writing of the delay or non-performance and if not cured in ten (10) days or any longer time specified in writing by the Government, the Government may terminate the contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Government may procure similar supplies or services in a manner and upon terms deemed appropriate by the Government. The contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

1.4.2 Contractors Duties

Notwithstanding termination of the contract and subject to any directions from the Government, the contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the contractor in which the Government has an interest.

1.5 Compensation

Payment for completed supplies/services delivered and accepted by the Government of Guam shall be at the contract price. The Government or may withhold from amounts due the contractor such sums as the Government procurement officer deems to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders and to reimburse the Government for the excess costs incurred in procuring similar services.

1.6 Termination for Convenience of the Government

The performance of work under the contract resulting from this RFP may be terminated by the Government in accordance with this clause in whole, or from time to time, in part; whenever the Government shall determine that such termination is in the best interest of the Government. The Government shall give written notice of the termination to the contractor specifying the whole or part of the contract terminated and the effective date. The Government will pay all reasonable costs associated with this contract that the contractor has incurred up to the date of termination and all reasonable costs associated with the termination of the contract. However, the contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

1.7 Delays and Extension of Time

The Government may unilaterally order the contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as they may determine to be appropriate for the convenience of the Government.

The contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances, for any cause whatsoever during the progress of any portion of the work specified in the agreement. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of either the contractor or the subcontractor or suppliers, including but not restricted to, acts of God; acts of the public enemy; acts of the territory and any other governmental entity in its sovereign or contractual capacity; civil disturbance; court order provided that the contractor, Government, has prudently and promptly acted to take any and all corrective steps that are within the contractor, Government, control to ensure that the contractor, Government can promptly perform; acts

of another contractor in the performance of a contract with the Government; delays of subcontractors or suppliers beyond the control and without the fault or negligence of either the contractor or the subcontractor or suppliers; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather.

The contractor's access to Government staff will be as needed. However, the competency/sufficiency of staff of the Government will not be reason for relieving the contractor of any responsibility for failing to meet required deadlines or producing non-acceptable deliverables.

1.7.1.1 *Suspension of Work*

If at any time during the term or the agreement, the Government determines that the best interests of the Government would be served by temporarily suspending the performance of work and/or delivery of services under this agreement, the Government shall do so by providing the contractor with a written notice to that effect. The contractor shall, immediately upon receipt of the notice, cease all affected operations for the period specified in such notice, said notice not to be unreasonably invoked.

The intent of this clause is to provide the Government with a right to suspend performance of the work and/or delivery of services under the agreement in the event that a significant deficiency is discovered and to hold the progress of the performance of work and/or delivery of services in suspense pending a cure satisfactory to the Government of any such deficiency. All payments shall also be suspended pending the cure of such deficiency satisfactory to the Government.

1.8 Disclaimer

All statistical and fiscal information contained in the RFP, and any appendices or attachments of this contract reflect the information available to the Government of Guam at the time of preparation of the above cited documents. The Government does not warrant the accuracy of any such information and shall not be liable for any errors or the results of errors, which may be discovered, at any time, to exist in those statements.

1.9 Status of the Contractor

The contractor and its agents and employees are independent contractors performing professional services for the Government and are not employees of the Government. The contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of Government vehicles, or any other benefits afforded to employees of the Government as a result of the contract or agreement. There will be no withholding of taxes by the Government.

1.10 Payment of Taxes

The contractor shall agree that the responsibility for payment of taxes from the funds received by him under this contract shall be the contractor's obligation and shall be identified under the Contractor's actual Federal Government Tax Identification Number(s).

1.11 Compliance with Immigration Reform and Control Clause

The contractor will verify identity and work authorization of employees assigned to the project who are hired after November 6, 1986 and of any persons newly hired and assigned to the project within three (3) days of hire.

1.12 Omissions

In the event that the Government of Guam, or the Contractor discovers any material omission in the provisions of the contract that is believed to be essential to the successful performance of the contract, each may so inform the other in writing and the Government and the contractor shall, therefore, promptly negotiate in good faith with respect to such matters for the purpose of making such reasonable adjustments as may be necessary to perform the objective or purpose of the contract.

1.13 Prime Contractor Responsibility

The contract that results from the RFP will specify that the prime contractor is solely responsible for fulfillment of the contract with the Government. The Government will consider the contractor to be the sole point of contact with regard to contractual matters and the contractor will be required to assume sole responsibility for the complete effort stipulated in the contract. Payment will be made only to the contractor.

The contractor is responsible for assuring subcontractor compliance with all terms and conditions of the RFP and contract resulting therefrom. The contractor will assume sole responsibility for any payments due the subcontractor under this contract.

1.13.1 *Subcontractors*

Use of subcontractors shall be clearly explained in the proposal. Subcontractors, if any, must be identified and a complete description of their role relative to the proposal must be included. The selected offeror/contractor, as Prime Contractor, will be responsible for contract performance whether or not subcontractors are used. The contractor shall not subcontract or assign all or any part of the services to be provided under the contract to any third party without the prior written consent of Government.

1.14 Products and Services: Copyright

The contractor must warrant that all products and services delivered under the agreement will not infringe upon or violate at any time any patent, copyright, trade secret, or other proprietary right of third party. In the event of a claim by any third party against the Government, the Government or shall promptly notify the contractor and the contractor shall defend such claim in the Government name, but at the contractor's expense, and shall indemnify and hold harmless the Government against any loss, expense, or liability arising out of such claim, whether or not such claim is successful.

1.15 Warranty of Removal of Conflict of Interest

The contractor must warrant that it has no interest, and shall not acquire any interest, direct or indirect, which conflicts in any manner or degree with the performance of the contract.

1.16 Order of Precedence

The RFP and the successful Contractor's proposal will be made part of any resultant contract and will be incorporated in the contract as if set forth verbatim. In the event of a contradiction between the provisions of the documents comprising this contract, the contradiction shall be resolved by giving precedence in the following order:

- A. Provisions of the Contract (as it may be amended);
- B. Provision of the RFP (as it may be amended);
- C. Provisions of the Proposal (as it may be clarified or amended).

1.17 Liability

The contractor assumes responsibility for its personnel providing services hereunder and will make all deductions for social security and withholding taxes and for contributions to employment compensation funds and shall maintain at the contractor's expense all necessary insurance for its employees including but not limited to worker's compensation and liability insurance for each employee.

1.18 System Code and Documentation Ownership

All system code and documentation required or produced, and created or customized by the contractor, its employees, or subcontractors as a result of the services rendered under the agreement arising from the RFP will become property of the Government. Ownership rights will recognize and provide that all agencies of the Government reserve royalty-free, non-exclusive, and irrevocable license to provide, publish or otherwise use and to authorize others to use all system code and documentation which is required or produced as a result of the agreement.

1.19 Right to Publish

Throughout the term of the agreement, the contractor shall secure the Government written approval prior to the release of any information, whatsoever which pertains to work activities covered by the agreement.

1.20 Confidentiality

All material and information provided to the contractor by the Government or acquired by the contractor in performance of the contract, whether verbal, written, recorded magnetic media, or otherwise, shall be regarded as confidential information, and all necessary steps shall be taken by the contractor to safeguard the confidentiality of such material or information in conformance with federal and local statutes and regulations. The contractor agrees not to release any information provided without the express written consent of the Government. Such consent will be given only for purposes that will enable the contractor to discharge its responsibilities hereunder. All access to confidential information of the Government will be subject to disclosure authorization or confidentiality agreements of the Government.

1.21 Savings

The Government of Guam,, and the contractor will acknowledge the possibility that substantial changes in federal or local regulations applicable to the contract could occur and will expressly agree to re-negotiate the contract as necessary to comply with such changes.

1.22 Restriction Against Sex Offenders Employed by Service Providers to Government of Guam from Working on Government Property

If a contract for services is awarded to the offeror or contractor, then the service provider must warrant that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of the Guam Code Annotated or of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry of any jurisdiction, shall provide services on behalf of the contractor or service provider while on Government of Guam property, with the exception of public highways. If any employee of a contractor or service provider is providing services on Government property and is convicted subsequent to an award of a contract, then the contractor or service provider warrants that it will notify the Government about the conviction within twenty-four hours of the conviction, and will immediately remove such convicted person from providing services on Government property. If the contractor or service provider is found to be in violation of any of the provisions of this paragraph, then the Government will give notice to the contractor or

service provider to take corrective action. The contractor or service provider shall take corrective action within twenty-four hours of notice from the Government, and the contractor or service provider shall notify the Government when action has been taken. If the contractor or service provider fails to take corrective steps within twenty-four hours of notice from the Government, then the Government in its sole discretion may suspend temporarily any contract for services until corrective action has been taken.

1.23 Licensure

The contractor shall be fully licensed to do business in the Territory of Guam prior to the execution of the contract resulting from the RFP. Attached in **Appendix C** is the Form for submitting all Licenses.

1.24 Approval of Contractor Personnel

The contractor certifies that the personnel identified in its response to the RFP are the persons actually assigned to the project. Any additions, deletions, or changes in personnel designated as key personnel in the contractor's proposal must be submitted to the Government, with the exception of personnel who have terminated employment. The Government reserves the right to request replacement of any individual working under this contract.

1.25 Deduction of Damages from Payments

Amounts due to the Government of Guam as liquidated damages may be deducted by the Government from any money payable to the contractor pursuant to this contract. The Government shall notify the contractor in writing of any claim for liquidated damages pursuant to this provision at least thirty (30) days prior to the date the contractor deducts such sums from money payable to the contractor.

1.26 Review and Approval of Deliverables

The review and approval of all completed work (also referred to as "deliverables") will be undertaken by the staff of the Government or its designated agents.

All completed work must be in conformance with the requirements set forth in this document. The Government staff or its designated agents will review all work after it is completed and submitted by the contractor in accordance with the following:

- A. Completed deliverables and all supporting documentation shall be submitted for review and approval.

- B. The Government or its designated agents shall determine whether or not the deliverables meet the agreed specifications of the agreement; and whether or not the deliverables meet the agreed specifications of the agreement; and whether or not all time and date requirements have been met.
- C. If the deliverables are accepted by the Government, the contractor will be so notified in writing through a “Notice of Acceptance” letter.
- D. If any deliverable or any portion of a deliverable is not acceptable, the Government shall notify the contractor in writing of their deficiency(ies).
- E. If any deliverable is determined to be unacceptable, the Government may exercise its rights under the Termination for Default Provision of the agreement. If the contractor is permitted to alleviate, correct or cure the deficiency(ies), it will have ten (10) working days from the date of receipt of written notification from the Government to bring the deliverable into compliance with the requirements of the agreement.

1.27 Invoices

Invoices shall be submitted to the authorized representative of each government agency that services are provided for.

1.28 Liquidated Damages/Performance Bond

The following provisions regarding Liquidated Damages must be included in any agreement resulting from the RFP.

1.28.1 *Contract Performance Requirements*

The Contractor will be required to incorporate all applicable project mandatory requirements of the RFP into the agreement.

1.28.2 *Liquidated Damages – Failure to Meet Performance Requirements*

When the contractor is given notice of delay or nonperformance as specified in Section 1.5 (Termination for Default) of the agreement and fails to cure in the time specified, the contractor shall be liable for damages of delay in the amount of one-fourth (1/4) of one percent (1%) of the outstanding order per calendar day from the date set for cure until either the Government reasonably obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not

terminated for default. To the extent that the contractor delay or nonperformance is excused under Section 1.8 (Delays and Extension of Time) of the agreement, liquidated damages shall not be due to the Government. The contractor remains liable for damages caused other than by delay.

1.28.3 *No Performance Bond shall be Required for the Procurement*

Offerors/contractors should note that a substantial payment hold back and strict liquidated damages will be utilized to hold the selected offeror/contractor accountable and liable for completion of all proposed work and delivery of services and/or products.

2 Vendor Capability, Capacity, and Qualifications

Please respond to the following information requests. The results will be used to evaluate the Vendor's score for Capability, Capacity, and Qualifications. A minimum required score, as described in the Evaluation Criteria section, is required for Vendor's proposed equipment and services to be considered.

2.1 Corporate Overview

Provide a brief corporate overview (2 pages or less).

2.2 Customer Support Team

Identify the key sales, engineering, and technical support contacts who would be assigned to support the Customer for the services proposed under this RFP.

2.3 Corporate Employees

Describe the number of employees that vendor currently employs island-wide and nationally.

2.4 Local Employees / Job Functions

Describe the number of employees, grouped by job function, that vendor currently employs in Guam.

2.5 Local Installation / Repair Technicians

Of these Guam-area employees, how many are certified installation / repair technicians for the equipment / services being proposed?

2.6 Support Capability, Capacity, and Procedures

How does the Customer summon repair services for the equipment / services being proposed? Provide telephone numbers, identify parties responsible for responding, and describe response time and escalation procedures, both for service during business hours and for emergency service on weekends, holidays or during non-standard working hours.

2.7 Billing, Account Management, Reporting

Provide an overview of the billing, account management, and reporting capabilities features and tools you provide, including electronic and web-based access to billing records, reporting, account management, etc. If applicable, provide a copy of a sample bill (hard copy, electronic copy, and/or link to an online version). See Billing/Reporting section below.

2.8 Client References

Provide a list of at least three client references, including contact names and numbers.

2.9 Corporate Financials

Submit the most current audited financial report for the vendor (or the vendor's parent company). A link to the electronic version is preferred if available.

2.10 Additional Documentation

Any other documentation that the vendor wishes to have considered may be attached to the RFP response.

3 Technical Requirements

Categories of Service

The system requirements for the items and services requested within this RFP are divided into four major categories, each containing one or more individual components. The responses to the requirements for each major category will be used to evaluate the Vendor's Compliance to Technical Specification score. A minimum required score, as described in the Evaluation Criteria section, is required for Vendor's proposed equipment and services to be considered. Vendor does not have to offer services in all major categories, or offer every individual item in each major category. However, if Vendor wishes to propose any services in a particular major category, Vendor must respond to the technical specifications relating to those proposed services. Failure to respond to the technical specifications in a major category will disqualify Vendor from offering services in that category.

The major categories are listed below. Each will have a subsequent section in the Technical Requirements, describing the individual items requested and the associated specifications and requirements.

- Traditional Voice Services
- Voice-over-IP (VoIP) Services
- Phone Sets / Equipment
- Conference Calling Services

3.1 Traditional Voice Services

This category includes traditional analog and digital voice circuits and associated services.

Presently, the Customer purchases the majority of its voice circuits (primarily Centrex, with additional PRI circuits) from GTA. In addition to providing the flexibility to obtain new services, this RFP will serve as a means to provide continuity of these services through continued service from the incumbent vendor and/or equivalent services from one or more vendors selected via this RFP. In the following sections of this category, information is requested from the incumbent vendor and prospective vendors regarding the continuation / transition of these services. Please provide responses as applicable.

3.1.1 Centrex

Vendors wishing to propose Centrex service must respond to the following requirements and information requests.

3.1.1.1 Standard feature listing: Provide a listing of the standard feature set included with proposed Centrex service.

- 3.1.1.2 Optional feature listing:** Provide a listing of available, optional features available with proposed Centrex service.
- 3.1.1.3 Voice Mail:** Provide a listing of voice messaging services available, and a description of those services. Include basic voice messaging, optional enhancements (storage increases, storage duration, etc.), auto-attendant / menu box, as well as any other unified messaging offerings. Itemize the costs for each in the cost section.
- 3.1.1.4 Installation period:** Describe the typical installation period for a new individual Centrex line.
- 3.1.1.5 Selective blocking of unwanted services:** Identify your capability to selectively block calls to specified services (e.g., 411) on individual or groups of circuits at the request of Customer.
- 3.1.1.6 E911:** Specify how your Centrex service supports E911 requirements, including responsibility for updating E911 databases to reflect location of end user devices and clients.
- 3.1.1.7 Phone sets:** Vendors who wish to supply phones for use with proposed Centrex service should refer to the Phone Sets / Equipment category.
- 3.1.1.8 Usage rates:** See below
- 3.1.1.9 Service Level Agreement:** Provide a copy of the applicable Service Level Agreement (SLA) or comparable document for proposed Centrex services. (You do not need to include a paper copy of the SLA – provide a valid link to an online copy, or as a supplemental file on the requested electronic version of your response.)

For incumbent vendor of Centrex services to GovGuam:

- 3.1.1.10 Continuation of services:** Describe the process to move existing circuits from the terms of the existing arrangement to the agreement provided by this RFP, including any service disruptions or billing changes.

For vendors offering to transition existing GTA Centrex services:

- 3.1.1.11 Support for existing GovGuam telephone Sets:** Vendor must either support Customer's current phone sets, or make available alternative sets that function with the proposed Centrex service, and provide pricing for these phones in the Cost section.
- 3.1.1.12 Installation / Cutover of existing Customer Centrex lines:** If GovGuam elects to transition some or all Centrex services to a new provider, it is expected that the transition of services may not occur until November or December of 2009 due to the complexity of the work and level of planning required for execution. The prospective Vendor interested in offering this service must provide thorough details of the approach that will be taken to ensure a smooth transition and meet the required timelines.

This should include:

- 3.1.1.13** What new infrastructure, equipment, and or circuits you will need to install
- 3.1.1.14** How users will be cut over to your service (e.g., use of temporary tie lines between existing and new systems)
- 3.1.1.15** Your process for porting existing Centrex numbers (see BELOW)
- 3.1.1.16** Requirements from Customer telecommunications staff to support transition
- 3.1.1.17** Schedule / timeline for installation of new services and migration / cutover of existing services
- 3.1.1.18 Porting of existing Centrex numbers:** Porting the existing numbers to the new service is critical due to the large number of published Centrex numbers that must be retained. Describe the ability to port existing Centrex telephone numbers and provide a description of

the process and any associated costs. Identify the level of involvement of GovGuam staff.

Note that any migration strategy would likely include cutting over station lines by location, and that number groups may not be contiguous in most locations.

3.1.2 POTS / Measured Business

Vendors wishing to propose POTS services must respond to the following requirements and information requests.

3.1.2.1 Standard feature listing: Provide a listing of the standard feature set included with proposed POTS.

3.1.2.2 Optional feature listing: Provide a listing of available, optional features available with proposed POTS service.

3.1.2.3 Installation period: Describe the typical installation period for a new individual POTS.

3.1.2.4 Selective blocking of unwanted services: Identify your capability to selectively block calls to specified services (e.g., 411) on individual of groups of circuits at the request of Customer.

3.1.2.5 Usage rates: See below

3.1.2.6 Service Level Agreement: Provide a copy of the applicable Service Level Agreement (SLA) or comparable document for proposed POTS.

3.1.3 PRI / Voice

Vendors proposing PRI services must respond to the following requirements and information requests:

3.1.4 Service locations: Specify the service areas in Guam where you are or are not able to provide PRI services to customers.

3.1.5 PRI standard feature sets / requirements: Provide a listing of the standard (and optional at no additional charge) feature sets and system configuration / requirements for your PRI service.

3.1.6 Additional features: Provide a listing of additional features available with your PRI services (include pricing in the Cost section).

3.1.7 Porting of existing Centrex numbers: Vendor should state the ability to port existing telephone numbers on Customer's existing POTS, Centrex, and/or PRI circuits to your PRI service. Include details regarding the vendor's number porting process as part of the PRI installation / cutover process, including any restrictions on number porting (e.g., ability to port numbers individually vs. in contiguous blocks). As described previously, many GovGuam locations will need to retain existing published Centrex numbers. If Customer elects to install PRI circuits at one or more locations to migrate existing Centrex users, Vendor must provide the ability to port existing Centrex numbers over to their PRI service as DIDs.

3.1.8 Installation period: Describe the typical installation period for a new PRI circuit.

3.1.9 Selective blocking of unwanted services: Identify your capability to selectively block calls to specified services (e.g., 411) on individual of groups of circuits at the request of Customer.

3.1.10 E911: Specify how your PRI service supports E911 requirements, including responsibility for updating E911 databases to reflect location of Customer calling locations.

3.1.11 Usage rates: See below

3.1.12 Service Level Agreement: Provide a copy of the applicable Service Level Agreement (SLA) or comparable document for proposed PRI service.

3.1.13 Reliability / Failover capability: Detail what standard and optional services you can provide to help maintain business continuity for PRI services. This should include a description of manual or automatic processes available for redirecting incoming calls in the event of a PRI outage or overflow situation. Describe these capabilities with respect to redirecting incoming calls to any/all of the following:

- Another PRI provided by Vendor
- An alternate service (such as SIP trunks) provided by Vendor
- A circuit from another provider

3.2 VoIP Services

This category includes voice over IP (VoIP) based services. Customers are seeking the ability to purchase VoIP solutions to supplement or replace traditional voice services. Vendors wishing to provide VoIP services must respond to the following requirements and information requests:

3.2.1 SIP Trunks

Customers are interested in IP-based voice trunks for a number of applications, including:

- Overflow / redundancy for voice traffic from traditional voice trunks
- Route diversity of voice traffic for disaster recovery / business continuity
- Ability to use excess IP bandwidth to carry voice traffic, potentially reducing overall costs
- As primary carrier access for in/out calls for some customer groups.

Vendors proposing SIP trunks must meet the following requirements:

3.2.1.1 Connection points: Specify available locations / connection points on your network where VoIP traffic could be routed to the public switched telephone network. Include a description of your ability to provide SIP trunks from an alternate connection point from your traditional voice trunks, offering Customers a diverse path for voice traffic.

3.2.1.2 Trunk capacity: Specify your available options for SIP trunk capacity, including the minimum required service, and the number of simultaneous calls that can be supported for each option using standard compression formats (including no compression.)

3.2.1.3 Supported switches: Specify what brands/models of VoIP switches, call control

systems, etc. are certified and/or tested for interoperability with your SIP trunking services.

- 3.2.1.4 Gateway for non-SIP PBX equipment:** Do you offer for lease or purchase a gateway or similar device to allow use of your SIP trunks with PBX equipment that is not currently SIP enabled? If so, provide details, along with pricing in the Cost section.
- 3.2.1.5 Additional required equipment:** Provide a listing and description of any additional equipment or devices required for Customer to utilize your SIP trunking services on SIP enabled (or using a gateway to support non-SIP enabled) PBX or soft switch devices. For each, specify is Customer is responsible for providing, or if Vendor includes it as part of the SIP offering. If additional cost is involved, include this in the Cost section.
- 3.2.1.6 Porting of existing telephone numbers:** Vendor should state the ability to port existing telephone numbers on Customer's existing POTS, Centrex, and/or PRI circuits to your SIP service. Include details regarding the vendor's number porting process as part of the SIP installation / cutover process, including any restrictions on number porting (e.g., ability to port numbers individually vs. in contiguous blocks). As described previously, GovGuam will need to retain existing published Centrex numbers. If Customer elects to install SIP trunks at one or more locations to migrate existing Centrex users, Vendor must provide the ability to port existing Centrex numbers as DIDs over to their SIP service.
- 3.2.1.7 Installation period:** Describe the typical installation period for new SIP trunking services.
- 3.2.1.8 Selective blocking of unwanted services:** Identify your capability to selectively block calls to specified services (e.g., 411) on individual or groups of circuits at the request of Customer.
- 3.2.1.9 Usage rates:** See below
- 3.2.1.10 Service Level Agreement:** Provide a copy of the applicable Service Level Agreement (SLA) or comparable document for proposed SIP trunking services.
- 3.2.1.11 Reliability / Failover capability:** Detail what standard and optional services you can provide to help maintain Customer business continuity by utilizing SIP trunks. This should include a description of any available capability to automatically redirect incoming calls between your SIP trunks and your traditional PRI trunks in the event of an outage or overflow situation of either circuit.

3.2.2 Hosted VoIP / IP Centrex

GovGuam may have interest in utilizing hosted VoIP (or IP Centrex) services to support some or all of their users.

GovGuam may elect, to provide a hosted VoIP (or IP Centrex) model to some portion of the user population. This offers the ease of local support of the current Centrex model, while providing the updated feature sets and capabilities of VoIP.

Vendors proposing hosted VoIP / IP Centrex services must respond to the following requirements and information requests:

- 3.2.2.1 Overview:** Provide a brief overview of your hosted VoIP offering(s), including features, benefits, and capabilities
- 3.2.2.2 Phone sets:** Describe what IP phone set brands / models are supported with your hosted VoIP service. Describe the process for the Customer to obtain IP phones for use with your hosted service (e.g., purchase from you, purchase separately, included as part of monthly service fees, etc.)
- 3.2.2.3 IP circuit requirements:** Provide a description of the requirements for the IP circuits between

Customer and the connection point to your hosted VoIP service. Is a new, dedicated IP circuit (or circuits) required or can the Customer utilize existing IP capacity?

- 3.2.2.4 Standard feature listing:** Provide a listing of the standard feature set included with your proposed hosted IP / IP Centrex service.
- 3.2.2.5 Optional feature listing:** Provide a listing of available, optional features available with your proposed hosted IP / IP Centrex service. This should include voice mail services.
- 3.2.2.6 E911:** Specify how your hosted IP / IP Centrex service supports E911 requirements, including responsibility for updating E911 databases to reflect location of end user devices and clients.
- 3.2.2.7 Porting of existing telephone numbers:** Vendor should state the ability to port existing telephone numbers on Customer's existing POTS, Centrex, and/or T-1/PRI circuits to your hosted IP service. Include details regarding the vendor's number porting process as part of the hosted IP installation / cutover process, including any restrictions on number porting (e.g., ability to port numbers individually vs. in contiguous blocks).
- 3.2.2.8** If GovGuam elects to utilize hosted IP services at one or more locations to migrate existing Centrex users whose existing numbers need to be retained, Vendor must provide the ability to port existing Centrex numbers as DIDs over to their hosted IP services.
- 3.2.2.9 Integration with existing analog / digital voice services:** Describe how users of your hosted VoIP service will integrate with users of Customer's existing analog / digital services, in terms of an integrated dial plan, usage charges for calling other members of the organization, and access to Customer's internal voice mail servers.
- 3.2.2.10 Installation / Cutover:** Describe the process for installation / cutover of end users from existing Centrex service to your hosted VoIP / IP Centrex service.
- 3.2.2.11 Installation period:** Describe the typical installation period for new hosted VoIP services.
- 3.2.2.12 Selective blocking of unwanted services:** Identify your capability to selectively block calls to specified services (e.g., 411) on individual or groups of circuits at the request of Customer.
- 3.2.2.13 Usage rates:** See below
- 3.2.2.14 Network reliability:** Describe the reliability / redundancy provided for on your hosted VoIP / IP Centrex service network.
- 3.2.2.15 Service Level Agreement:** Provide a copy of the applicable Service Level Agreement (SLA) or comparable document for proposed hosted VoIP services. (You do not need to include a paper copy of the SLA – provide a valid link to an online copy, or as a supplemental file on the requested electronic version of your response.)

3.2.3 Usage Rates

- 3.2.3.1** For the services proposed in this category, vendor must provide corresponding usage rates in the Cost section, and meet the following requirements.
- 3.2.3.2 Dedicated vs. Switched rates:** In the cost section, include any rate or per call charge differences for the proposed services (SIP trunking vs. IP Centrex services).
- 3.2.3.3 Billing increments:** Provide a description of the billing increments used for usage charges (e.g., whole minutes, tenths of minutes, seconds)
- 3.2.3.4 Service rates:** Provide usage rates in the Cost section for all available services (local, intrastate, interstate, international, toll free, etc.)
- 3.2.3.5 Flat rate usage:** Provide a description (and corresponding pricing in the Cost section) for any flat rate usage packages you offer.

4

4 Telephone Sets / Equipment

This category includes telephone set hardware and related equipment.

Vendors interested in providing the hardware included in this category must respond to the following requirements and information requests:

4.1 Hardware / Installation: If installation services are available, separately itemize the installation vs. hardware costs. The Customer reserves the right to negotiate a lower installation cost if multiple sets are being installed at the same time.

4.2 Warranty: All phone sets must include at least a one year hardware warranty (a five year warranty is preferred).

4.3 Refurbished sets: Vendor may provide pricing for refurbished phone sets. Refurbished sets must carry at least a one year hardware warranty (a five year warranty is preferred).

4.4 Requested phone set types: Vendors are encouraged to provide pricing in the Cost section for any types of phone sets and related equipment they offer that could be useful for the voice services being requested within this RFP. If available, this could include:

- Centrex-compatible phones.
- SIP / IP phones
- SIP / IP soft phones or clients

5

5 Conference Calling Services

This section includes conference calling and related services, to provide the Customer access to services for multi-party conference calling capabilities. Vendors wishing to propose conference calling services must meet the following requirements:

5.1 Voice conferencing

- 5.1.1 Self-reservations:** The conferencing service must provide the ability for authorized users to set up and moderate conference calls prescheduled or on-demand with the use of a PIN or pass code.
- 5.1.2 Toll / Toll-free conference call number:** Describe your capability to provide toll-free or local dial-in conference call numbers. In the Costs section, detail any associated cost differences.
- 5.1.3 Conference setup procedures:** Provide a brief description of the process required for the moderator to establish a new conference call.
- 5.1.4 Authorization codes:** Do you provide the ability to assign additional authorization codes or subaccounts to allow Customer to track costs and usage by different groups?
- 5.1.5 Standard / Optional features:** Provide a listing or overview of standard and optional conferencing features you offer.
- 5.1.6 Tools for conference setup and management:** Describe any additional tools you provide to assist with the process of establishing a conference call and providing notification to attendees.
- 5.1.7 Availability of live technical assistance:** Do you provide live technical assistance to support moderators having technical difficulties with the setup or management of conference calls? If so, provide a brief overview of the technical support services you offer.

5.2 Web conferencing

If you offer web conferencing services as an add-on or integrated service with your voice conference calling, provide details as requested below.

- 5.2.1 Standard / Optional features:** Provide a listing or overview of the key web conferencing features you offer (e.g., screen sharing, common whiteboard, recording, etc.)

- 5.2.2 Self-reservations:** The conferencing service must provide the ability for authorized users to set up and moderate conference calls prescheduled or on-demand with the use of a PIN or pass code.
- 5.2.3 Client requirements:** Describe if you require an application to be installed on conference moderator and/or attendee's computers, and if so, the system requirements and supported platforms.
- 5.2.4 Tools for web conference setup and management:** Describe any additional tools you provide to assist with the process of establishing a web conference and providing notification to attendees.
- 5.2.5 Availability of live technical assistance:** Do you provide live technical assistance to support moderators having technical difficulties with the setup or management of web conferences? If so, provide a brief overview of the technical support services you offer.

6

6 Cost

In this section, Vendor shall provide complete, itemized costs for the items / services being proposed. The Cost section is broken down by the major categories as defined previously under System Requirements. Vendor does not have to provide pricing for every item in each section, but will only be considered for services for which complete pricing is provided (this includes all installation, equipment, monthly service, taxes, and related charges as applicable). Vendor may provide pricing for additional related services not specifically requested.

All proposed pricing shall be presented clearly in a table or other easy to read format that includes itemized, complete pricing for the items requested. As stated previously, vendor must provide base pricing for services that does not require minimum purchase levels, terms or volume commitments. In addition to the base rates, Vendor may offer optional price discounts or reduced rates in exchange for volume or term commitments, which Customer may voluntarily select for individual engagements. These terms and discounts must be clearly identified and specified as optional pricing within this section.

The term of the agreement shall be three years, with two one-year renewals at the option of GovGuam. It is expected that pricing will remain constant or decrease over the life of the agreement. Exceptions should be clearly noted and itemized.

The requested installation costs are expected to reflect fixed pricing for installing a new circuit or service at a location where required facilities exist or are readily available. GovGuam understands that there may be circumstances where installation costs for the Vendor are higher than normal due to the location or type of service requested (e.g., a new fiber build into a remote site). In this case, the installation costs will need to be customized / quoted on a per engagement basis. Describe / delineate what factors or expense levels would trigger a “custom” price for installation.

Note: Pricing for monthly circuit costs must include all associated line charges. Itemize separately current local, federal, and/or other regulatory fees that would be assessed.

Traditional Voice Services

6.1 Centrex

Cost proposal for Centrex services shall include the following items:

- 6.1.1 Installation charge, per additional Centrex line added
- 6.1.2 Monthly charge, per Centrex line
- 6.1.3 Usage rates (see section below for details)
- 6.1.4 Phone set charges (lease and/or purchase, including available model options) – include hardware only vs. installed pricing, if applicable.

- 6.1.5** Installation/Monthly charges for additional services offered (e.g., voice mail, ACD lines, custom announcements, etc.)

For vendors proposing a transition of existing GovGuam Centrex services:

- 6.1.6** Initial installation / cutover costs (Detail any costs required to install infrastructure to support existing Centrex users, replace phones if sets currently in use are not supported, etc.)

6.2 POTS

Cost proposal for POTS (measured business) lines shall include the following items:

- 6.2.1** Installation charge, per POTS line
- 6.2.2** Monthly charge, per POTS line
- 6.2.3** Usage rates (see section below for details)
- 6.2.4** Installation/Monthly charges for additional services offered (e.g., voice mail, caller ID, 3-way calling, etc.)
- 6.2.5** Phone set charges (lease and/or purchase, including available model options) – include hardware only vs. installed pricing, if applicable.
- 6.2.6** Porting of existing telephone numbers.

6.3 PRI Cost proposal for PRI circuits shall include the following items:

- 6.3.1.1** Voice T1 circuit – installation
- 6.3.1.2** Voice T1 – monthly charge
- 6.3.1.3** Installation charge, per PRI
- 6.3.1.4** Monthly charge, per PRI
- 6.3.1.5** Caller ID service, setup/monthly charge
- 6.3.1.6** DID number block, monthly charge (specify block size)
- 6.3.1.7** Usage rates (see section below for details)
- 6.3.1.8** Additional services (specify)

6.4 Interactive Voice Response (IVR)

Provide pricing for standard and optional IVR features and services (where applicable). Include cost breakpoints, such as for number of menus and submenus, etc.

6.5 Hourly rates for custom services. Provide hourly labor rates for additional services not included in standard pricing, such as:

- 6.5.1** Custom design of IVR menus
- 6.5.2** Development of custom reports
- 6.5.3** Professional recording of greetings
- 6.5.4** Other applicable and optional costs

6.6 Usage Rates

6.6.1 Usage Rates

Provide pricing for usage for the above proposed services. If rates differ by service (e.g., dedicated vs. switched rates), specify below or include associated usage rates along with the service pricing above. Usage rates should include per minute, per call, and any other usage based pricing for the following services, where applicable:

6.6.2 Local

6.6.3 Toll Free numbers

6.6.4 Directory Assistance

6.6.5 Other services (specify)

6.7 VoIP Services

6.7.1 SIP Trunks

Cost proposal for SIP trunks shall include the following items:

6.7.1.1 Installation charge, per circuit

6.7.1.2 Monthly charges (include all of the following that apply):

6.7.1.3 Circuit charge

6.7.1.4 Port charge

6.7.1.5 Per trunk charge

6.7.2 SIP to TDM gateway / device (if offered) – purchase and/or monthly lease cost, including installation

6.7.3 Any additional Vendor-supplied equipment required to implement SIP trunks on SIP enabled devices (or non-SIP PBX equipment using SIP to TDM gateway)

6.7.4 Usage rates (include the following, where applicable)

6.7.4.1 Local

6.7.4.2 Flat Monthly Rate Local (if applicable)

6.7.4.3 Toll Free

6.7.4.4 Additional services (specify)

6.8 Phone Sets/Equipment Charges

6.8.1 Cost of phone set (include 3 year lease and/or purchase, including available model options) – include hardware only vs. installed pricing, if applicable.

6.8.2 Cost of switching/routing equipment (where applicable).

6.8.3 Cost of other equipment required to support either POTS or VOIP solutions (specify equipment and cost per item).

6.8.4 Installation costs (where applicable).

6.9 Conference Calling Services

6.9.1 Setup costs

6.9.2 Usage rates (include the following, where applicable)

6.9.2.1 Local conference numbers

6.9.2.2 Flat Monthly Rate Local (if applicable)

6.9.2.3 Per conference call setup charges (if applicable)

6.9.2.4 National Toll Free Numbers

6.9.2.5 Additional services and costs (specify)

7

7 Billing/Reporting

7.1 Required Billing Format

The Vendor must provide its monthly bill to the authorized GovGuam or agency representative (Authorized User) in “hard copy” paper format unless arrangements for electronic bills are made with and approved by the Authorized User.

The Vendor must describe, in their proposal, the format of its current “hard copy” bill and must include samples of such bills – demonstrating all possible billed services – as an attachment to its response.

The Vendor may describe, in their proposal, the format of its current “electronic copy” bill and must include samples of such bills – demonstrating all possible billed services – as an attachment to its response.

7.2 Additional Monthly Invoices

The Vendor must provide an additional “hard-copy” or “electronic copy” as requested by the Authorized User of the monthly invoice within 10 days upon request. This additional copy may be for a single month or for multiple billing months. This additional invoice copy must provide at no cost to the requesting Authorized User.

7.3 Optional Billing Format

It is desirable that the Vendor allow the Authorized Users a choice of methods for its monthly invoice for the proposed Telecommunication Services. Such additional optional methods may include:

- Electronic Method – CD/DVD ROM
- Electronic Method – Internet Access by Agency
- Electronic Data Interchange – EDI

The Vendor must list and fully describe, in their proposal, the optional methods available to Authorized Users for receipt of its monthly invoice for the Telecommunication Services.

7.4 Individual Agency Billing

The Vendor must have the capability of billing each Authorized User for those specific Telecommunication Services contracted for by that particular Authorized User.

Single Agency/Multiple Location Billing

The Vendor must provide an individual invoice for each specific Telecommunications Service installed in each location of the Authorized User with multiple locations.

7.5 Single Agency/Multiple Location Optional Billing

It is required that the Vendor be capable of providing a single “Master Invoice” to any Authorized User which has contracted for services in multiple locations. This “Master Invoice” must include all required monthly information and usage broken down by each location of the Authorized User.

Bidders must include a sample of such a “Master Invoice”.

Vendors should be able to provide, at no charge, traffic studies upon request. The study must include total number of calls, completed and not completed, and the total number of minutes, summarized for each day of the report. The report shall be provided in a hard copy or electronic format as requested by GovGuam.

Vendors must be able to subtotal individual billing accounts by divisions, bureaus, and/or programs as defined by Authorized User.

7.6 Billing Data

Vendors must provide a single monthly hard copy summary and detail bill for each agency. Billing cycles must be a maximum of 31 days. Bills must be sent directly to the appropriate agency - at GovGuam’s discretion.

The Vendor must also provide a monthly aggregated report in electronic format (CD-ROM or online). Both hard copy and electronic reports must include the same level of detail as required below for calls subject to toll rates.

Successful Vendor must allow a minimum of 30 days from date of receipt for GovGuam to process and pay all bills.

Bills must include a summarized breakdown of services as follows

- Total Landline charges
- Total Data Line charges broken down by service type if applicable (T1, Metro E, DSL, etc)
- Total ad-on charges broken down by service type if applicable (call waiting, voice mail, etc)
- Other charges such as regulatory charges, taxes and fees

Call detail records for calls subject to toll on the monthly invoices must include the following:

Bill Requirements:	Service(s):
Originating number (from number)	Direct Dial/Calling Cards/Long Distance*
Recipient number (to number)	Direct Dial/Long Distance*
Bill-to number	Direct Dial/Long Distance*
Date of call	Direct Dial/Calling Cards/Long Distance*
Time of call connection	Direct Dial/Calling Cards/Long Distance*
Duration of call	Direct Dial/Calling Cards/Long Distance*
Amount of toll for call	Direct Dial/Calling Cards*
Rate period and schedule	Direct Dial/Calling Cards*
Vendor name and remittance address	Direct Dial/Calling Cards/Long Distance*
Billing date	Direct Dial/Calling Cards/Long Distance*
Service dates for period covered by invoice	Direct Dial/Calling Cards/Long Distance*
Detail of all other recurring and non-recurring charges	Direct Dial*
Originating location	Calling Cards*
Recipient number (dialed number)	Calling Cards*
Terminating number	Calling Cards*
Terminating location	Calling Cards*
Calling card number	Calling Cards*
Amount of toll for call	Calling Cards*
Recurring and non-recurring charges and credits that are NOT call related	Calling Cards*
Other charges such as regulatory charges, taxes and fees	Long Distance*

*where applicable