



Jerrick Hernandez <jhernandez@guamopa.com>

See Attached - E-File and E-Serve - PTI Pacific Inc and GFD - OPA-PA-22-005

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Tue, Nov 8, 2022 at 12:22 PM

To: Jerrick Hernandez <jhernandez@guamopa.com>, tbagana@guamopa.com, vduenas@guamopa.com

Cc: Jessica Toft <jtoft@oagguam.org>, Steven.Carrara@itehq.net

The following attachments are E-Filed

 **RFP GFD-001-2019.pdf** **02-22-19 AT&T GFD 001-2019.pdf**

to OPA and E-Served to Steven Carrara. Please acknowledge email and attachment receipt. Thank you.

- **Purchasing Agency Procurement Record**
- **RFP GFD-001-2019**
- **02-22-19 AT&T GFD 0012019**

- **Declaration Regarding Court Action**

*Marie L. Cruz**Paralegal II*

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 **11-08-22 OPA-PA-22-005 Decl.pdf**
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GUAM FIRE DEPARTMENT
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Request for Proposals (RFP)
GFD-001-2019 for Professional
Services for the Design,
Installation, Operation, and
Maintenance of a Next
Generation 9-1-1 System and
Integrated Computer Aided
Dispatch System

ISSUED BY: Guam Fire Department
238 Archbishop Flores Street
DNA Building, Suite 1001
Hagatna, Guam 96910

PROPOSAL NO: RFP#GFD-001-2019

ISSUE DATE: January 11, 2019

**LAST DATE TO
OBTAIN RFP:** January 18, 2019

**PROPOSAL SUBMISSION
DEADLINE:** March 1, 2019

NAME AND LOCATION OF PROJECT(S):

Guam Fire Department E911
Guam Homeland Security Building
221B Chalan Palasyo
Agana Heights, Guam 96910

Single Point of Contact: Mr. Paul Rolinski
GUAM FIRE DEPARTMENT/E911 BUREAU



CERTIFICATION of COMPLETED PROCUREMENT RECORD

Instructions: After ascertaining the statement's accuracy and truthfulness, the agency's procurement officer (director or head of agency) must sign the Certification below to indicate that the agency has kept a complete procurement record of all documents required by law. The checklist below is provided to ensure that the record is complete, and must be filled out by the procurement officer or administrator. The checklist is comprised of every item that is required by law for an invitation for bid (IFB) or a request for proposal (RFP), and therefore every item, except as noted below, must be checked for the resulting contract to be considered legally sufficient. Please assemble the procurement record in the order stated below and place it in a three-ring binder, with visible tabs for each of the items below appearing in numerical order.

IFB/RFP No: 001-2019 Contractor: _____

- 1. Published notice in newspaper of general circulation
- 2. Procurement package (IFB or RFP) issued to bidders or offerors
- 3. Log of distribution of procurement package
- 4. Amendments to IFB or RFP, if any were issued
- 5. Logs of distribution of amendments to IFB or RFP, but only if amendments were issued
- N/A 6. Minutes or summary of pre-submission conferences, but only if conferences were held
- N/A 7. Logs of attendees of pre-submission conferences, but only if conferences were held
- 8. Written questions from bidders or offerors, but only if any questions were received
- 9. Written answers, but only if any questions were received
- 10. Proof that written answers were provided to all potential bidders or offerors, but only if any questions were received
- 11. Log of bids or registry of proposals received
- 12. Each bid or proposal received
- 13. Evaluation of proposals or analysis of bids (bids are not required by law to be analyzed, but may be)
- 14. Tabulation of evaluations or analysis (tabulations are not required by law but recommended)
- 15. Letters to bidders concerning outcome of bid; for offerors, letters informing them of ranking and letter to best qualified offeror inviting negotiations
- 16. Memorandum of evaluations and negotiations (only required for RFP's)
- 17. Notice of intent to award
- 18. Any and all communications from or to anyone concerning any part of IFB or RFP
- 19. Contract, including all draft versions
- 20. Bid protests, if any, and responses thereto
- 21. Any determination required by law as may fit the circumstances

CERTIFICATION: Pursuant to 5 G.C.A. §5250, I hereby certify under penalty of perjury that I am the procurement officer responsible for administering the solicitation of the acquisition referenced above, and that I have caused to be prepared and now maintain a full and complete record of the procurement as required by law.

Signature: _____

Print Name: _____

Date: July 9, 2021





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Governor

Joey C. San Nicolas
Deputy Fire Chief

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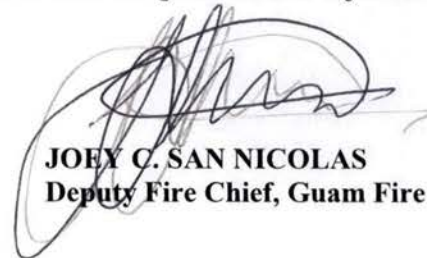
Solicitation Notice
RFP NO. GFD-001-2019
GUAM FIRE DEPARTMENT

Next Generation 911 System and Computer Aided Dispatch System (NG9-1-1 System)

The Guam Fire Department (GFD) is soliciting proposals from qualified and interested Offerors for the design, installation, operation, and maintenance of a Next Generation 9-1-1 System and integrated CAD System.

Copies of the solicitation will be available starting January 11, 2019 at the Guam Fire Department – Suite 1001 DNA Building, 238 Archbishop Flores St., Hagatna 96910 and electronic copies will be available at the GFD website: <http://gfd.guam.gov/>. Copies of the solicitation will be available until January 18, 2019 at 4:00 p.m. Chamorro Standard Time (CST). GFD recommends that all prospective offerors register contact information with GFD to ensure they receive any notices regarding any changes or updates to the RFP. GFD shall not be liable for failure to provide notice to any party who did not register contact information.

Proposals must be submitted to Guam Fire Department – Suite 1001 DNA Building, 238 Archbishop Flores St., Hagatna 96910 in the format specified in the solicitation, and must be received by GFD not later than 4:00 p.m. CST, March 1, 2019. Failure to submit proposals at the specified location, date, and time will be grounds for rejection of the proposal.



JOEY C. SAN NICOLAS
Deputy Fire Chief, Guam Fire Department

ius has done an excellent job in converting Indy into an aggressive and confident unit, but he might have to alter one of his staples against the Chiefs.

The Colts played more zone coverage on defense than any other team in the NFL, according to Rotoworld. And in games that Chiefs quarterback Patrick Mahomes played against teams in the top 25 percent of zone coverage frequency, per Rotoworld, he torched opponents. Eberflus' best strategy might be to mix in more man coverage and hope that the pass rush gets home to disrupt Mahomes' timing.

Kansas City: Pass rush.

As the Colts showed against the

against the Seahawks, the Cowboys' offense is much more dangerous when Prescott can improvise and use his legs. And even though the Cowboys have flourished since they traded for receiver Amari Cooper, he'll likely be lined up against Rams cornerback Aqib Talib.

If Talib clamps down on Cooper, look for Prescott to try to avoid Aaron Donald and the Rams' pass rush by scrambling frequently.

Los Angeles: Turnover margin.

Under coordinator Wade Phillips this season, the Rams ranked third in the NFL with 30 takeaways and fourth in turnover margin (+11). Protecting the ball and staying aggressive

use him both inside and outside, but Flowers plays predominantly on the left side of the line.

That means center Mike Pouncey, right guard Michael Schofield and right tackle Sam Tevi will all have to account for where Flowers is on any given play. If Philip Rivers has ample time to throw, New England won't be able to cover receivers forever.

New England: Running back James White.


No team in the NFL gave up more receiving yards to running backs in the regular season than the Chargers (973), so it's safe to expect Tom Brady to dump the ball off to White with regularity on Sunday.

ular season in defensive red-zone percentage, allowing opponents to score touchdowns on just 44.64 percent of trips inside the 20. They'll need more of that on Sunday, as New Orleans ranked fourth in the NFL in red-zone offense by reaching the end zone on 69.57 percent of attempts.

New Orleans: Defending Eagles' tight ends.


In New Orleans' 48-7 thumping of the Eagles in Week 11, the Saints completely erased Philly's tight ends.

While that was a very different Eagles team, expect the Saints to continue to disguise their zone coverages.



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Loures A. Leon Guerrero
Governor

Joshua F. Tenorio
Lt. Governor

Suite 1001 DNA Building
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P.O. Box 2950 Hagåtña, Guam 96932

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/S/ JOEY C. SAN NICOLAS
Deputy Fire Chief, Guam Fire Department

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/S/ JOEY C. SAN NICOLAS
Deputy Fire Chief, Guam Fire Department





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I. INSTRUCTIONS TO OFFERORS

PURPOSE

The Guam Fire Department ("GFD") is seeking an experienced and qualified Offeror to provide Professional Services to design, install, maintain, and operate a new Next Generation 9-1-1 and integrated CAD System for GFD ("Project").

1. NG9-1-1 Professional Services. GFD seeks a provider of a flexible Internet Protocol ("IP") based system, commonly known as Next Generation 9-1-1 or NextGen 9-1-1 ("NG9-1-1") system and an integrated Computer Aided Dispatch ("CAD") system (collectively, "System"). This provider will offer professional services to GFD and will be responsible for the design, installation, maintenance, and operation ("Services") of the System for the duration of the contract entered. Through such Services, every person located in Guam will have an efficient and reliable means of reporting emergencies. Obtaining a cost effective and dependable integrated CAD and NG9-1-1 System and Services is of critical importance to Guam's overall effort to safeguard the health, safety, and welfare of persons within Guam.

2. NG9-1-1 System Functions. GFD seeks to acquire a private and secure IP network infrastructure, called an emergency services IP network ("ESInet"), and associated services. This network and services will interconnect Public Safety Answering Points ("PSAPs") and other points-of-interconnection ("POIs"). This IP network must have characteristics appropriate for public safety use, including high availability and the real-time delivery of 9-1-1 calls, as spelled out in the requirements herein. GFD also seeks to acquire a complete NG9-1-1 call delivery system, including appropriate IP and NG capable PSAP premise equipment. This delivery system will range from legacy network gateways up to and including call taker workstations, answering position equipment, and associated services. This NG9-1-1 system shall be viewed as an application utilizing the resources of the ESInet.

3. CAD System Functions. GFD seeks to acquire a private and secure CAD system which can be fully integrated and function with the NG9-1-1 system.

4. Provider Responsibilities. Provider will design, select, engineer, install, maintain, operate, and support all equipment, software, and materials necessary to migrate Guam's Enhanced 9-1-1 ("E9-1-1") system from its current fixed telephony-based system to the integrated NG9-1-1 and CAD System and to provide the NG9-1-1 and CAD System Services requested by this RFP, as well as ensuring that the new equipment, software, and materials are inspected, managed, and maintained in good working order for the term of any contract entered as a result of this RFP. Provider will also provide all necessary training and ongoing technical support. It will be the provider's sole responsibility, at no further cost to GFD, to repair, refurbish, or modify all equipment, software, and materials furnished under the awarded contract to the extent necessary for the provider to meet all of its obligations under the awarded contract in a timely fashion. From GFD's perspective, this is to be a complete turnkey solution. The successful Offeror will be a provider with a

All renewals, extensions, Renewal Terms, No Cost Extension Terms, and Options to Purchase are subject to the availability of funds. In no case shall any extension or renewal extend the total term of the contract beyond five (5) years. Unless cancelled for lack of funds, terminated, renewed, or extended prior to expiration, the contract shall expire at the end of the Initial term or at the end of any subsequent Renewal Term, any subsequent Extension Term, or any No Cost Extension term exercised by GFD.

INSTALLMENT PAYMENTS

Offerors submitting Proposals in response to this RFP should be aware that payments for goods and/or Services procured through this RFP will be made in installments agreed upon in the contract and correlated to satisfactory completion and progress of assigned tasks and/or deliverables.

REQUEST FOR PROPOSALS PACKAGE AND FORMS

The Request for Proposals package and forms are available on GFD's website at the following web address: gfd.guam.gov. Hard copies of the Request for Proposals package will be available at the Office of the Deputy Fire Chief, 238 Archbishop Flores Street, DNA Building, 10th Floor, Suite 1001, Hagatna, Guam between the hours of 8:00 a.m. – 11:45 a.m. or 1:00 p.m. – 4:00 p.m. Chamorro Standard Time (C.S.T.), Monday through Friday (excluding official government of Guam holidays and weekends), from January 11, 2019 until January 18, 2019. All required forms attached to this RFP must be completed, executed by the authorized representative of the Offeror, and included with the Offeror's Proposal.

NO PRE-PROPOSAL CONFERENCE/SITE VISIT

No Pre-Proposal Conference or site visit is scheduled to be held. GFD reserves the right to conduct a Pre-proposal Conference or Site Visit at any time prior to the date for the submission of Proposals. GFD will notify all Offerors of any substantive modification in this schedule. GFD may extend any applicable dates or due dates if any circumstance or information makes compliance with any of the original proposed due dates impractical.

NO PRE-PROPOSAL DISCUSSIONS WITH OFFERORS

No oral discussion, explanation, or instructions in regard to the meaning of any provision of this RFP will be allowed or given on or before the submission due date for all Proposals.

QUESTIONS/COMMUNICATIONS OF OFFERORS PRIOR TO PROPOSAL SUBMISSION AND SINGLE POINT OF CONTACT

Any questions concerning possible discrepancies, omissions, or doubts as to the meaning of any provision of this RFP shall be submitted in writing on or before January 25, 2019 at 4:00 P.M. C.S.T. to the following Single Point of Contact for GFD:

The Guam Fire Department

SUBMISSION OF PROPOSALS AND DUE DATE

Sealed written Proposals shall be submitted including one (1) fully executed original and five (5) copies. Faxed or E-mailed Proposals will not be accepted. Failure to submit the required forms in the number or format required may be cause for rejection of Proposals. Proposals shall include a narrative and statement of qualifications, which consists of responses to the Proposal Factors corresponding to each Evaluation Factor listed in the Evaluation Factor Table contained in this RFP. See the Proposal Format and Content paragraph and Evaluation Factor paragraphs for further details and instructions on the Proposal narrative and statement of qualifications.

By submitting a Proposal, the Offeror agrees, if selected for negotiations, to accept the terms and conditions incorporated in this RFP, and to be bound by Guam's Procurement Law and the Guam Procurement Rules and Regulations. The Offeror further agrees that the Proposal offer shall remain firm and may not be withdrawn for one-hundred twenty (120) days after the conclusion of discussions, except as permitted by Guam's Procurement Law. In no case will failure to inspect or review constitute grounds for a claim or for the withdrawal of a Proposal after opening. Proposals conditioned upon receiving award of both the contract being solicited in this RFP and another contract will be rejected as non-responsive.

Proposals must be received not later than March 1, 2019, 4:00 p.m. Chamorro Standard Time. Proposals received after the closing time for receipt will not be considered. Office hours for receipt of proposal are Monday through Friday (excluding government of Guam Holidays), 8:00 a.m. to 11:45 p.m. and 1:00 p.m. to 4:00 p.m. **Proposals may be hand delivered, delivered by mail, or delivered by courier service to:**

Guam Fire Department
Office of the Deputy Fire Chief
238 Archbishop Flores Street
DNA Building, 10th Floor, Suite 1001
Hagatna, GU 96910

Each Offeror submitting a Proposal for any portion of the Services covered by the RFP, the Proposal, or the Proposal Documents shall execute all required affidavits and certification forms in the form provided with this RFP. Such affidavits and certification forms shall be attached to the Proposal. Any forms that are required to be notarized must be notarized no more than thirty (30) days prior to submission of the Proposal. Failure to submit all required forms may result in rejection of the Proposal.

PROPOSAL FORMAT AND CONTENT

All Proposals and Proposal Documents must be submitted in writing. Interested Offerors shall submit their written Proposals and Proposal Documents in a sealed envelope to include one (1) original and five (5) copies. The outer envelope shall be marked in bold letters: **"Proposal for RFP GFD-001-2019 for Professional Services for the Design,**

No Price Proposals or price information may be submitted with written Proposals. Such information will be requested from an Offeror at the time the Offeror is selected for negotiations.

Cost or Pricing Data will be required from any Offeror selected to conduct contract negotiations. Cost or Pricing Data must be submitted prior to the negotiations. A Certification of the Cost or Pricing Data submitted will also be required from the Offeror with whom a successful contract is negotiated. The Cost or Pricing Data and/or Certification of the Cost or Pricing Data shall be separately requested by GFD when required. Neither the Cost or Pricing Data nor a Certification of the Cost or Pricing Data shall be submitted with the Offeror's Proposal.

The following is a listing of all Proposal Documents that must be completed, signed and/or notarized if required, and included in the envelope with the written Proposals:

- Cover letter referencing RFP#GFD-001-2019, which lists the contents of the Proposal and all required information about the Offeror, as set forth above in this section
- Offeror's Proposal addressing all informational items and factors required in the RFP
- Proof of any required licensure to perform the Services on Guam (unless not required until a later time pursuant to the terms of this RFP)
- Affidavit Disclosing Ownership and Commissions (AG Form 002) (attached)
- Affidavit re: Non-Collusion (AG Form 003) (attached)
- Affidavit re: No Gratuities or Kickbacks (AG Form 004) (attached)
- Affidavit re: No Gratuities or Kickbacks (AG Form 004) (attached)
- Affidavit re: Ethical Standards (AG Form 005) (attached)
- Declaration re: Compliance with U.S. DOL Wage Determination (AG Form 006) (attached)
- Affidavit re: Contingent Fees (AG Form 007) (attached)
- Certification of Non-Employment of Convicted Sexual Offenders (attached)
- Current U.S. Department of Labor Wage and Benefit Determination (SCA) (attached)
- Subcontractor Utilization Form (attached)

The failure to include any items of information required by this section, or any of these documents and forms with the Proposal may result in rejection of the Proposal. All Proposals and Proposal Documents must be fully completed and signed. Any Proposal Documents that are required to be notarized must be notarized prior to submission, but no more than thirty (30) days prior to submission.

PLAN FOR PERFORMING THE SERVICES AND PROPOSED SYSTEM

As part of the written Proposal, Offerors shall submit a plan for the proposed NG9-1-1 system and integrated CAD system outlining the components, qualities, uses, and benefits of the Offeror's proposed NG9-1-1 system and integrated CAD system, along with a comprehensive plan for performing the Services, providing as much detail as is practical explaining the Offeror's proposed System and how any Services contained in the Scope of

the Proposal constitutes a material misrepresentation and could result in rejection of the Proposal and/or application of other remedies under Guam's Procurement Law. All persons identified as Key Personnel in the awarded contractor's Proposal must agree to provide the Services for the Project for a minimum of ninety (90) days from the date of the Notice to Proceed, barring unforeseen catastrophic events such as illness, accident, or death.

AVAILABILITY AND CAPACITY OF THE OFFEROR TO PERFORM

As part of the written Proposal, Offerors shall submit a brief explanation of how and when the Offeror is available or will be available and has the capacity to provide the Services described in the Scope of Services. The explanation shall address how the Offeror's current workload can accommodate the addition of a contract of this type; the Offeror's current or demonstrated available resources; and how the Offeror will implement Quality Assurance/Quality Control measures. This statement shall not exceed 10 (ten) pages.

The Proposal should provide a clear description of all specific Project staff or subcontractors who are intended to work on the Project, the nature, extent, and manner of their involvement, and their availability for the Project. The Proposal shall also address the availability of any equipment or facilities that may be used to provide the Services. As part of this Proposal description, Offerors must include the following:

- Identify and describe the current and projected workload of all designated personnel or subcontractor(s), including a list of ongoing projects and his/her role on these ongoing projects.
- Describe the procurement, involvement, management, and availability of any subcontractors.
- Describe how the current workload of each designated personnel or subcontractor can accommodate the addition of this Project.
- Describe the approach and organizational capabilities to perform the Services on time and within budget.
- Detail the extent of each designated personnel member's and/or subcontractor's involvement in providing the Services.
- Describe the internal quality and cost-control measures or procedures.
- Provide a disclosure of financial resources sufficient to demonstrate an ability to complete this Project.
- Provide a detailed description of how any required resources, equipment, and facilities will be obtained or made available to perform the Services.

OFFEROR'S RECORD OF PERFORMANCE ON SIMILAR PROJECTS

As part of the written Proposal, the Offeror is required to provide proof to GFD that it has delivered a quality work product on similar projects. GFD is interested in related experience in Guam, any other U.S. Territories, and any of the United States, as knowledge of U.S. laws and regulations applicable to such work is relevant. The Offeror shall provide its past performance record on similar projects including quality of work and timeliness of delivery. The submittal shall not exceed five (5) pages. Preference is for a history that

completion date, project budget, project role, type of services provided highlighting work performed and other pertinent information.

- A list of the Offeror's record of cost performance on these projects (original contract award amount versus final contract cost) and explain any cost deviations.
- A list of the Offeror's record of schedule performance (list original schedule versus final completion date) and explain any schedule deviations.
- A history of performance of all projects over the past five (5) years which are not included in the list required in the section above for RFP similar projects. Description of Offeror's performance history should demonstrate Offeror's teamwork, cooperation, fair dealing, client service, and establishment of relationships of mutual trust and confidence.

SCHEDULE/TIMELINE FOR DESIGN, INSTALLATION, AND FULL OPERATION OF THE NG9-1-1 SYSTEM

As part of the written Proposal, Offerors shall estimate the time required for completion of the design and installation of a fully functional and operating integrated CAD and NG9-1-1 System as generally outlined in the Scope of Services, and provide time estimates for this phase of the Project in the form of a proposed schedule/timeline for the estimated start time and completion time of the Project from the beginning of the Project through the time that the NG9-1-1 and integrated CAD System will be in full operation providing emergency services in Guam with no reliance on the current 9-1-1 system. Time is of the essence for the design, installation and seamless transition from the current 9-1-1 system to a new, fully functional and operational NG9-1-1 and integrated CAD System. Offerors will be evaluated on the speed, efficiency, and feasibility of the proposed schedule/timeline for this design and installation phase of the Services. Include a Project schedule display, highlighting each required task for this phase of the Services with an estimated start and completion time.

EVALUATION FACTORS FOR PROPOSALS

Proposals will be evaluated only on the Evaluation Factors listed in this RFP. The quality and value of Offerors' written Proposals will be determined using the following Evaluation Factors and the listed associated possible scoring totals. Written Proposals scoring less than 70 points may be rejected from consideration for the award of the contract. The total of 110 possible points is broken down as follows:

Please find the Evaluation Factors table with corresponding point values on the next page of this document.

REQUEST FOR NON-DISCLOSURE OF CONFIDENTIAL DATA

After award, the winning Proposal becomes a part of the public record of procurement. Offerors may request that portions of their Proposal be kept confidential. If an Offeror is submitting trade secrets or proprietary information in its Proposal that it wishes to keep confidential, then a written request for non-disclosure must be included with the Proposal and those portions of the Proposal which are proprietary must be clearly marked or designated. Material so designated shall accompany the Proposal and shall be readily separable from the Proposal in order to facilitate inspection of the non-confidential portion of the Proposal. However, prices and makes and models or catalogue numbers of any items offered, deliveries, and terms of payment of the winning Proposal shall be publicly available at the time of the Notice of Award regardless of any designation to the contrary. Any Proposals marked or designated as "Confidential" or "Proprietary" for the entirety of the Proposal shall be rejected.

After receipt of a request to designate portions of the Proposal as confidential, GFD will examine the request. GFD may review the material declared to be confidential to determine the validity of any requests for nondisclosure of trade secrets and other proprietary data identified in writing. GFD will then inform the Offeror of its decision on the request in writing. If the parties do not agree as to the disclosure of certain data, the Offeror may then withdraw the Proposal or submit a protest if permitted by law. If the Proposal is not withdrawn and no protest is received, then GFD may disclose those portions of the Proposal for which a non-disclosure request was not granted.

MULTIPLE, ALTERNATE, OR LATE PROPOSALS

Multiple or Alternate Proposals will not be accepted, and any multiple or alternate Proposals submitted will be rejected.

Late Proposals will not be accepted, and any late Proposals will be rejected.

ALL OR NONE PROPOSALS

Proposals may not limit acceptance to the entire Proposal or Proposal offering. Proposals that violate this provision shall be deemed to be nonresponsive.

AMENDMENTS TO REQUEST FOR PROPOSALS

GFD reserves the right to amend this RFP at any time, as provided under Guam's Procurement Law and Guam's Procurement Rules and Regulations. Changes will be announced by an amendment or amendments to this RFP and will be identified as such. Each Amendment will refer to the portions of the RFP it amends. Amendments will be sent to all parties known to have registered for and received an RFP package. Amendments will be distributed to allow prospective Offerors time to consider the amendments in preparing their Proposals or other documents. GFD may extend any due date if any amendment makes compliance with the original due date impractical.

Neither the Cost or Pricing Data nor a Certification of the Cost or Pricing Data shall be submitted with the Offeror's Proposal; these documents shall only be submitted when requested by GFD.

STATUS OF FUNDING AND COMPLIANCE WITH FUNDING TERMS AND CONDITIONS

Funds are presently available for this solicitation. These funds are currently available from the Enhanced 9-1-1 Emergency Reporting System Fund and the Fire Life and Medical Emergency Fund. The government's obligation under any proposed contract is contingent upon the availability of funds from which payment for contract purposes can be made. (*See also* General Terms and Conditions, Multi-term Contracts.) The issuance of this solicitation does not compel the award of any contract.

All Offerors are required to comply with the terms and conditions of GFD's applicable funding requirements.

WAGE AND BENEFIT REQUIREMENTS

Whenever the Government of Guam enters into a procured contractual arrangement with an Offeror for the provision of a service to the Government of Guam, and the Offeror employs a person(s) whose purpose, in whole or in part, is the direct delivery of the service contracted by the Government of Guam, then the Offeror shall pay such employee(s) in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of the contract deliverables to the Government of Guam. The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to the Offeror by the Government of Guam shall be used to determine the wages which shall be paid to employees pursuant to Guam's Procurement Law, if applicable. Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in that contract for applying the Wage Determination, as required by Guam's Procurement Law, that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply, if applicable. In addition to the required Wage Determination, any contract to which this requirement applies shall also contain provisions mandating health and similar benefits for employees, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.

To ensure compliance with these provisions, Offeror must complete and attach the Declaration re: Compliance with U.S. DOL Wage Determination (AG Form 006), located at Section VIII of this RFP, to the Proposal. Offeror must also attach the most current applicable Wage Determination issued by the U.S. Department of Labor for Guam and the Marianas Islands, located at Section XI of this RFP to the Proposal. Failure to complete, sign, and submit these two documents with the Proposal will result in rejection of the

plans, or specifications, and any awarded contract, for any subcontracts which the Offeror may let.

D. **Subcontracts.** The Offeror and subcontractor(s) shall insert in any subcontracts the clauses set forth in this solicitation and any awarded contract, to include a clause requiring all subcontractors to include these clauses in any lower tier subcontracts. The Offeror shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

PROJECT MANAGER

A. The Project Manager for this Project is the Chief Technology Officer of the Guam Office of Technology. GFD and the Project Manager reserve the right to designate and delegate Project Management duties and assign any other consultants or agents to act on the government's behalf. The Project Manager and designees will have authority to act on behalf of the government to the extent provided in the RFP, the awarded contract or any amendments thereto, or as otherwise may be provided for in a written notice signed by the Procurement Officer or the Chief Technology Officer. The Project Manager shall not perform any duties or responsibilities of an engineer, professional engineer, engineer intern, or architect as defined in 22 GCA § 32101 et seq., unless lawfully authorized to do so and specifically authorized to do so by GFD. The Project Manager may perform its duties and make recommendations in consultation with any other consultants or agents that GFD or the Project Manager may designate.

B. The Project Manager or the government of Guam's designees may visit the worksite at any times that GFD or the Project Manager may deem appropriate to become familiar with the progress and quality of the Services completed, to determine if the Services are being performed in accordance with the RFP and awarded contract.

C. Communications Facilitating Administration of the Services. Except as otherwise provided in the awarded contract or when direct communications have been specially authorized, GFD, the Project Manager, and any awarded contractor shall endeavor to communicate with each other through the Project Manager about matters arising out of or relating to the Services. Communications by and with subcontractors and material suppliers shall generally be made through the awarded contractor. Communications by and with separate contractors shall be made through GFD or the Project Manager.

D. Based on the Project Manager's evaluations of the awarded contractor's progress and/or applications for payment, the Project Manager and authorized consultants/designees may review and make recommendations to GFD regarding the amounts due the awarded contractor.

E. The Project Manager has authority to reject Services or Equipment that do not conform to the contract. Whenever the Project Manager or other consultants or agents as GFD may designate, considers it necessary or advisable, the Project Manager will have authority to require inspection or testing of the equipment, systems, materials, products or any of the Services, whether or not such Services have been completed, or equipment or

II. GENERAL TERMS AND CONDITIONS

AUTHORITY

This Request for Proposal ("RFP") solicitation is issued subject to the provisions of the Guam Procurement Law (as amended) and the Guam Procurement Regulations (copies are available for inspection at General Services Agency). By submitting a Proposal, Offerors agree to be bound by all the laws and regulations of Guam. The RFP requires all parties involved in the preparation, negotiation, performance, or administration of contracts to act in good faith.

RFP TERMS FOR MULTI-TERM CONTRACTS

Any contract awarded under this RFP is subject to the availability of certified funds. In the event that funds are not available for any succeeding fiscal period, any awarded contract shall be cancelled; however, this does not affect either Party's right to terminate under the termination clauses of the awarded contract. If the awarded contract is cancelled for insufficient funds, the awarded contractor shall be reimbursed its unamortized, reasonably incurred, non-recurring costs. The Procurement Officer will notify the awarded contractor on a timely basis whether the funds are, or are not, available for the continuation of the awarded contract for each succeeding fiscal period.

REVIEW OF PROPOSALS

GFD intends to review the Proposals as soon as possible after the submission due date for Proposals as provided herein. The Proposals submitted will be the primary documents for evaluation. GFD reserves the right to waive any minor information or irregularity in Proposals received. GFD shall have the prerogative to award, amend, modify, or reject Proposals in whole or in part. GFD is not responsible for any costs incurred by the Offerors. GFD reserves the right to retain all Proposals submitted regardless of whether an Offeror is selected. Submission of a Proposal indicates acceptance of these terms and conditions by the Offeror.

CANCELLATION AND REJECTION

GFD shall have the right to cancel this solicitation in whole or in part at any time, and to reject in whole or in part any or all Proposals or offers which have been submitted in response to this RFP at any time if GFD determines such to be in the best interest of GFD and/or the government of Guam.

TAXES

Offerors are cautioned that they may be subject to taxation, including but not limited to, Gross Receipts Tax, Guam Business Privilege Tax, Guam Income Tax and the payment of any and all taxes which may be due as a result of entering into an awarded contract are the sole responsibility of the Offeror and its subcontractors and any permitted assignees or successors in interest. Specific information on taxes may be obtained from the Director of the Guam

Favors to the Territory. It shall be a breach of ethical standards for any person who is or may become a contractor, a subcontractor under a contract to the prime contractor or higher tier contractor, or any person associated therewith, to offer, give or agree to give any employee or agent of the Territory or for any employee or agent of the Territory to solicit or accept from any such person or entity or agent thereof, a favor or gratuity on behalf of the Territory whether or not such favor or gratuity may be considered a reimbursable expense of the Territory, during the pendency of any matter related to procurement, including contract performance warranty periods.

Prohibition of Employment of Sex Offenders.

No person convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA in Guam, or an offense in any jurisdiction which includes, at a minimum, all of the elements of said offenses, or who is listed on the Sex Offender Registry, and who is employed by a business contracted to perform services for an agency or instrumentality of the government of Guam, shall work for his employer on the property of the government of Guam other than a public highway.

Prohibition of Contingent Fees.

It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a territorial contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

Ethical Standard.

It shall be a breach of ethical standards for an Offeror to knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article 11 (Ethics in Public Contracting) of the Guam Procurement Law and in Article 11 of the government of Guam Procurement Regulations.

MANDATORY WARRANTIES

Representation Regarding Gratuities and Kickbacks.

The Offeror represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in §11-206 (Gratuities and Kickbacks) of the Guam Procurement Regulations. Offeror further agrees to execute and file a Non-Gratuity Affidavit before final payment under the awarded contract is made by GFD.

Warranty against Employment of Sex Offenders.

Offeror warrants that: (1) no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated or of an offense defined in Article 2 of Chapter 28 of Title 9 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, shall provide services on behalf of

open and available to the public inspection and copying. This Affidavit Disclosing Ownership and Commissions is attached to this RFP and must be completed and returned with the Offeror's Proposal. Failure to submit this form with the Proposal will result in the rejection of the Proposal.

EQUAL EMPLOYMENT OPPORTUNITY

By submitting a Proposal, the Offeror and all subcontractors agree to comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633. The Offeror and all subcontractors must also comply with the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b). The Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the Project activities and Services under this RFP. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this RFP. The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, sex, color, national origin, age or disability. If awarded the contract, the Offeror will take whatever steps are necessary to ensure that its employees are treated equally during employment without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training.

COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)

The Offeror must comply with all applicable ADA regulations and requirements.

DRUG-FREE WORKPLACE

By submitting a Proposal, the Offeror and all subcontractors agree to comply with GFD's and the government of Guam's Drug-free Workplace policies for all employees engaged in the performance of duties under any awarded contract, while those employees are physically present on any GFD or government property and/or worksites.

GUAM DEBARMENT PROVISION

Offeror warrants that it will comply with the provisions of 5 GCA Chapter 5 Articles 9 and 11, subject to debarment or suspension, and that it will not employ any subcontractors who have been federally debarred or debarred by the government of Guam.

the withdrawal of a Proposal after opening.

CLARIFICATION/DISCUSSION OF PROPOSALS

After the receipt and opening of proposals and at its option, GFD or its designee(s), may conduct discussions with Offerors that have submitted timely, valid Proposals for the purpose of clarification, to assure full understanding and responsiveness to the solicitation requirements, as permitted under Guam's Procurement Law and Guam's Procurement Rules and Regulations. GFD may conduct discussions with any Offeror to determine the Offeror's qualifications and/or to explore the scope and nature of the Services, the Offeror's proposed method of performance and the relative utility of alternative methods of approach to the Project. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision to proposals and such revisions shall be permitted both after submission and prior to award for the purpose of obtaining best and final offers. However, all Proposals should be submitted initially on the Offeror's most favorable terms. In conducting discussions there shall be complete confidentiality of any information derived from Proposals submitted by competing Offerors.

EVALUATION CRITERIA FOR SELECTION

Upon the receipt of all proposals, a selection team will be convened by GFD to select the most responsive and qualified Offerors. GFD will select in the order of their respective qualification and evaluation ranking, no fewer than three acceptable Proposals (or such lesser number if fewer than three acceptable proposals were received) by Offerors deemed to be qualified to provide the Services, and the Proposals shall be ranked in accordance with their evaluation scores.

RESPONSIBILITY OF OFFERORS

Before awarding a contract to an Offeror, GFD must be satisfied that an Offeror is responsible. Offerors shall supply information requested by GFD concerning the responsibility of the Offeror. The unreasonable failure of an Offeror to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such Offeror. In determining the responsibility of an Offeror, GFD shall be guided by the following:

1. The Offeror's current capability in all respects to perform fully the contract requirements;
2. The Offeror's current integrity and reliability which will assure good faith performance;
3. Whether the Offeror has available the appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements;
4. The Offeror's satisfactory record of integrity with regard to previous contracts and contract awards;
5. The Offeror's satisfactory record of performance with regard to previous contracts

4. Failure to Negotiate Contract with Offerors Initially Selected as Qualified: Should GFD be unable to negotiate a contract with any of the Offerors initially selected as qualified Offerors, Proposals may be re-solicited or additional Offerors may be selected based on original, acceptable submissions in the order of their respective qualification ranking and negotiations may continue in accordance with the procedures and process herein specified.

GOVERNMENT REVIEW

After award of the contract, GFD will work closely with the awarded contractor to expedite any required reviews. After any required criteria has been approved by GFD, the awarded contractor may schedule and hold progress meetings as required.

RELATIONS WITH OTHER GOVERNMENT AGENCIES

All directions within the scope of any awarded contract will be issued by the Fire Chief of GFD or the Project Manager, with the approval of the Fire Chief, and the Offeror shall not accept such direction from others. Information provided by other agencies which seemingly conflicts with information provided by GFD in this solicitation will be discussed immediately. This policy is not intended to prevent the Offeror or awarded contractor from obtaining necessary information from other agencies or governmental entities.

OBLIGATIONS OF THE OFFEROR

The Offeror shall be responsible for the professional and technical accuracy of its Proposal and the coordination of all designs, drawings, specifications in its Proposal, and all designs, drawings, specifications, and any other work, services, and materials furnished under an awarded contract, if any. The Offeror shall, without additional cost to GFD or the government of Guam, correct and revise all errors or deficiencies in its Proposal, and if awarded a contract, shall correct and revise all errors or deficiencies in its designs, drawings, specifications, and in its work, services, or materials furnished by the Offeror, if found to be defective by GFD.

Offerors are responsible for securing all approvals for entry onto privately owned or federally owned property.

OBLIGATIONS OF GFD

GFD's obligations include:

1. To furnish the awarded contractor with the available plans, as-built drawings of existing facilities, or other documents required for the Services, which are not confidential and available in GFD files.
2. To assist the awarded contractor and its agents in accessing GFD's property and upon written request, to assist the awarded contractor and its agents in accessing other government of Guam facilities or property, if required for the Services.

bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back-charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Offeror shall, at all times during the term of any awarded contract and for a period of three (3) years after the date of final payment under any awarded contract, maintain such records, together with such supporting or underlying documents and materials. The Offeror shall at any time requested by GFD, whether before, during, or after completion of an awarded contract, and at Offeror's own expense make such records available for inspection and audit (including copies and extracts of records as required) by GFD. Such records shall be made available to GFD during normal business hours at the Offeror's office or place of business and without prior notice. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for GFD. Offeror shall ensure GFD has these rights with Offeror's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Offeror and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Offeror's obligations to GFD. Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by GFD unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Offeror to GFD in excess of one-half of one percent (.5%) of the total contract billings, the Offeror shall reimburse GFD for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, GFD may recoup the costs of the audit work from the Offeror. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Offeror's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of GFD's findings to Offeror.

- C. *Right to Enter and Inspect.* GFD may, at any time, without notice enter and inspect an Offeror's or subcontractor's facilities, place(s) of business, or any place(s) of performance of any awarded contract relating to Offeror's Proposal or this solicitation, or any contract awarded pursuant to this solicitation. GFD may enter and inspect any plans, supplies, services, equipment, work and records at these locations which are related to the performance of any awarded contract and may conduct any testing deemed necessary to determine the Offeror's or subcontractor's compliance or conformity to the solicitation or contract requirements. GFD, the government of Guam and/or any authorized representatives may enter and audit the cost or pricing data, books, and records of the Offeror or any subcontractor, and/or investigate in connection with an action to debar or suspend a person from consideration for award of contracts pursuant to § 9102 (Authority to Debar or Suspend) of the Guam Procurement Rules and Regulations, or any applicable federal debarment provisions.

III. SCOPE OF SERVICES

REPLACING GUAM'S ENHANCED EMERGENCY 9-1-1 SYSTEM WITH A NEW NEXT GENERATION 9-1-1 PLATFORM AND INTEGRATED CAD SYSTEM

OVERVIEW

With the advent of a more pervasive broadband culture, there is a compelling need for a new, more capable System that will allow the general public to send text, images, video, and other data to Public Safety Access Point ("PSAPs"), in addition to making 9-1-1 calls-capabilities that are increasingly common in mobile communications devices and vehicles. GFD is seeking an integrated CAD System and NG9-1-1 platform that greatly expands on the capabilities of our current system and brings us more current to the demands of the public. The primary goal of this solicitation is to completely transition the government of Guam to the new System with no reliance on the old Enhanced 9-1-1 ("E9-1-1") system. It is essential that all standard features of E9-1-1 remain operational as the government changes over to a new base technology (IP) using entirely different software and database control mechanisms to perform 9-1-1 system capabilities and features, both for the callers and PSAPs. This applies to seldom used but critical features for dealing automatically with real time call routing and delivery problems, or troubleshooting call and data issues. All current originating service types must continue operations seamlessly, with no service dropout during the transition from E9-1-1 to NG9-1-1.

The government of Guam seeks to enter into a contract for professional services and an equipment lease with a provider for a hosted Next Gen 9-1-1 system and integrated CAD system ("System") in which the contractor will design, install, maintain, service, operate, and own the NG9-1-1 platform/system and integrated CAD system. GFD will have the option to purchase this System. The awarded contractor will service, maintain, and operate the new integrated System after installation, and periodically upgrade the integrated System to the latest official NENA 9-1-1 standards. System upgrades, at no additional cost, will be scheduled at a time and frequency mutually acceptable to GFD and the awarded contractor. In addition, the option to purchase the System shall be available to GFD at any time throughout the contract period. GFD seeks to award the contract for these Services to the Offeror who provides the best value to GFD and the people of Guam, based on the factors, objectives, and features described in this RFP.

BACKGROUND OF GUAM'S CURRENT E9-1-1 SYSTEM

Guam's 9-1-1 system was created in 1991 pursuant to Public Law (PL) 21-61 under the auspices of the Guam Office of Civil Defense (OCD). In March 1996, PL 23-77 transferred this responsibility to the Guam Fire Department, even while the system remained located at OCD. During this period, GFD was utilizing the Computer Enhanced Law Enforcement System ("CELES") operated by an AS400 server with backup. This system did provide limited Computer Aided Dispatch ("CAD") features that were used by personnel assigned. In 1999 PL 25-55 (E9-1-1 Act) authorized the 9-

for the System, equipment, and Services in their Proposals. GFD has developed lists of goals and factors desired for the new NG9-1-1 System and the integrated CAD System, hereinafter contained in this Scope of Services; but these listings of goals and factors are not definitive. They are merely provided as guidelines for Offerors. This procurement will rely upon the Offerors to refine many of the technical objectives and provide an innovative concept/plan for the new System in their Proposals. GFD recognizes that the i3/NG9-1-1 Standards are continually evolving. Offerors are expected to offer only those appliances, equipment, and applications that are fully compliant with the latest version of the NENA i3/NG9-1-1 Standards or the most current NENA standards in effect at the time of award. In addition, the successful Offeror should demonstrate an extraordinary knowledge of system security relative to system software operating programs, physical facilities, and electronic protection to safeguard the network from man-made attacks as well as natural events. GFD seeks to award the contract for these Services and the new System to the Offeror who provides the best value to GFD and the people of Guam, with reference to the items, features, and goals generally described in this Scope of Services.

There are a few specific minimum provisions for the new System requested in this RFP to which Offerors should pay special attention:

1. Offeror shall propose a complete and fully operational System. The System shall include both an NG9-1-1 system and an integrated CAD system. If the successful Offeror's System, as installed, does not meet the technical specifications offered in Offeror's Proposal and agreed upon in any resulting contract, all additions or modifications required to meet those technical specifications to the satisfaction of GFD shall be at the sole expense of the successful Offeror.
2. The new System must meet the standards of NENA i3 or the most current NENA standards in effect at the time of the issuance of the Notice of Award.
3. System data must be replicated on multiple servers or at separate locations; no centralized server is suitable due to survivability and risk mitigation needs, and Offeror will ensure that no single component will create a single point of failure for the System.
4. Upon successful design and acceptance of the new System, the Offeror must ensure no break in 9-1-1 services in Guam and continue the current E9-1-1 system's operation while transitioning to the new System. Transition should occur seamlessly while uninstalling and removing all legacy equipment, including servers, cabling, workstations, interfaces, etc. The awarded contractor will be required to submit an uninstallation plan to GFD for review and approval a minimum of forty-five (45) days prior to commencement of any such work. All such work will be under oversight by GFD and/or the Project Manager.

SYSTEM DOCUMENTATION

After award of any contract under this RFP, two complete sets of as-built drawings shall be developed, submitted, and maintained by the awarded contractor. As-built drawings should be submitted in Microsoft Visio format, or other agreed upon graphic format as delineated in the contract, on two individual sets of CDs. The installation and acceptance of the System shall not be complete until as-built drawings are delivered. The awarded contractor shall provide and maintain:

- A. System Network Diagrams
- B. Data Flow Diagrams
- C. System Grounding Diagrams
- D. PSAP Workstation and Equipment Floorplans and Layouts
- E. Equipment Rack Layouts

During all phases of the Project, the awarded contractor will update as-built drawings as system changes are implemented.

Provide documentation for installation, operating, and maintenance for each component of the System. This documentation will include user manuals, maintenance manuals, and parts list of the equipment necessary for the continued and proper preventative maintenance and repair of the entire System.

Once awarded, all documentation required to be provided by the awarded contractor should be submitted in Microsoft Office format. If not, any specialized software required to view, edit, or maintain system documentation shall be provided by the awarded contractor at no additional cost to GFD or the government of Guam.

SOFTWARE MAINTENANCE

The awarded contractor shall maintain all contractor-furnished software in a reliable operating condition and incorporate the latest software changes applicable to the installed System for the duration of the contract. All System customizations performed by the awarded contractor to meet the purposes of this RFP and any resulting contract must be included in the continuing maintenance for the duration of the contract, including any maintenance period after expiration of any applicable warranty period.

- A. The Offeror's Proposal shall describe the nature of offered software maintenance coverage and program for maintaining reliable, efficient, and current software. The Offeror's Proposal shall describe the proposed methodology for the maintenance of each type of software provided. Offerors' Proposals shall further describe their willingness to assist GFD with non-defective application support system issues.

PROPOSED NG9-1-1 SYSTEM

NG9-1-1 SYSTEM DESIGN AND FEATURES

The NG9-1-1 System shall be able to seamlessly transition into operation with no break in emergency services and should demonstrate next generation features that include or are upgradable to:

A. CALL ORIGINATING UTILIZING:

1. Internet Protocol (IP) User Agents (UA); i.e., computing devices that support Session Initiation Protocol (SIP) clients such as; IP phones, and IP wireless devices (Audio, Text, Data, and Video).
2. Cellular devices with Short Message Service (SMS).
3. Third-party call centers such as Telematics service providers (Audio and Data).
4. IP Video Relay Systems (VRS) for the deaf and hard-of-hearing community (Text, Data, and Video).

B. CALL SUPPORT AND PROCESSING USING:

1. Traditional 9-1-1 trunks (e.g. CAMA) and SIP connections/trunks.
2. NG9-1-1 Network components such as Emergency Service Routing Proxy (ESRP) and data gateways.
3. Existing ANI/ALI capabilities and NG9-1-1

C. CALL TAKING AT THE PSAP USING:

1. IP Automated Call Distribution (ACD) systems.
2. IP phones and workstations.

D. COMMUNICATION RETRIEVAL/PLAYBACK

(NG9-1-1 SESSION RECORDING AND LOGGING/SELECTED ADMIN LINES/RADIO TRANSMISSION) UTILIZING: Digital Voice Recorder

9. The proposed System should support multiple layers of redundant call processing and more than one level of survivability.
10. The proposed System should have programmable Automatic Call Distribution (ACD) capabilities included, not as an additional cost.
11. The proposed System should have the ability to record 9-1-1 audio and shall be played back immediately after the call is ended if desired. Call takers should have the ability to forward the audio to other positions. Note: this new recording capability is intended to replace the existing GG NICE Word-Net 3 recording capabilities.
12. The proposed System should have a dedicated abandoned call visual indicator and support a distinctive tone for abandoned 9-1-1 calls.
13. Call takers should have the ability to recall a list of calls previously answered at the call taking position. A minimum of 25 is required.
14. Call takers should have the ability to view a minimum of five (5) previous calls from the same phone number as the current call.
15. The proposed System should be capable of conferencing a minimum of four (4) parties.
16. The proposed System should provide a HOLD function that makes it possible for any 9-1-1 call taker (from a different position) to retrieve a call put on HOLD by another call taker.
17. The proposed System should be designed so that no calls in progress will be dropped or lost due to failure of the telephony servers. Conference servers are not an acceptable substitution. EXAMPLE: 9-1-1 call from GPD, call taker should have ability to alert (whether audible or visual) the GPD PSAPs that call is for them, and if needed, call taker has ability to allow GPD personnel to "enter" into conversation and eventually assume control of call without transfer/conference.
18. Any authorized call taker or supervisor should have the ability to join an existing call by clicking on the appropriate call indicator on their screen. Upon entering any 9-1-1 or administrative call for which ANI, CBN, ALI, or caller ID information is available, such information should be immediately displayed on the call taker's display, and all parties should be in conference.
19. The central communications platform should have the capability to provide a digital T1 (DS1 standard) and/or ISDN-PRI interface for 9-1-1 trunks and administrative lines. For T1's, this should be a direct connect

9. The proposed System should support internal Instant Messaging (IM) between call taker positions.

10. Automatic TDD/TTY Answering System should be provided system-wide that is utilized by each call-taking position. The System shall be capable of transferring and/or conferencing a TD/TTY call. The System should allow users to store and access a minimum of 20 pre-programmed TDD/TTY messages and print the previous TDD/TTY conversations.

11. The proposed System should support the ability to transfer as required. The proposed System should support pre-programmable intelligent transfer functionality.

12. The Central Communications Platform should enable call-takers to perform one-button callback for Hard Line 9-1-1 calls, Wireless 9-1-1 calls, and VoIP calls.

13. The Central Communications Platform should provide two output interfaces to the ALI Retrieval system and have an auto ALI re-bid capability.

14. The proposed System should provide the ability to display ALI information to the call-taker before the call is answered.

15. The proposed System should allow multiple carriers to directly interface into the NG9-1-1 System.

I. SOFTWARE CONTROL AND COMPONENT REDUNDANCY

1. The NG9-1-1 System may be software controlled and should feature component redundancy: all major components proposed in the System should be fully redundant, allowing for full geographical split location of the System if desired. The System should be designed to allow distribution of major components between multiple locations without requiring the purchase of multiple systems. No single major component failure should disable more than 50% of the System's capacity.

J. VOIP ENHANCED 9-1-1 SYSTEM

1. The System Architecture should be such that the failure of any one component or module will not result in total system failure, but only the loss of the equipment associated with that module. All vital system modules should be protected through the use of redundant modules to eliminate any single point of failure. It is mandatory that any central processor should be fully duplicated in a hot standby mode. Switch-over should be automatic and should not require manual intervention.

8. All call taking, mapping, dispatch, maintenance and administration functions should be via a browser-based application.
9. The awarded contractor will include and keep in stock in Guam all recommended critical spare parts.
10. When a 9-1-1 call is received, the ANI controller should accept multi-frequency codes extended from the Central office and decode the calling telephone number and display it on the screen associated with the answering Call Taker's Position.
11. Immediately thereafter the ANI Controller should automatically extend the calling number data to the ALI computer. Then, the ALI information should display the caller's address with the ANI. Systems that wait to retrieve ALI until the call is answered are not acceptable.
12. The proposed System should be configurable to allow Call Takers to bypass ACD assignment and answer any ringing 9-1-1 call directly. Permission to change this feature can be assigned on a per user basis.
13. The proposed System should be capable of supporting a variety of monitor sizes.
14. Administrative and emergency calls should have different type tones to enable the 9-1-1 call taker to distinguish between the two.

M. 9-1-1 ADMINSTRATIVE CALL DETAIL REPORTS

9-1-1 and Administrative Call Detail Reports (for recordkeeping and legal requirements) should be readily available. These should include, but are not limited to:

1. Call Count by Hour;
2. Call Count by Day;
3. Call Count by Day vs by Hour;
4. Call Count by Week;
5. Call Count by Month;
6. Call Count by Quarter;
7. Call Count by Year;
8. Call Count by Call Types;

ANI/ALI information to the Department of Defense team's respective Telephony systems.

O. GENERAL REQUIREMENTS: OFFEROR

1. Past Performance: The Offeror's Proposal shall provide a list of systems installed with installed NG9-1-1 systems that the Offeror or Manufacturer being represented has installed in the past five (5) years within the United States, Guam, and/or U.S. Commonwealths or other territories. The list shall include the size/scope of the NG9-1-1 system, government agency name, contact person, telephone number and cutover date.
2. All COTS hardware must be certified to the ISO 9001:2008 standard or current applicable standard.
3. The System proposed shall comply with all current applicable NENA, APCO, FCC, UL, and Telcordia standards.
4. The Offeror's Proposal should include ANI/ALI equipment as required to support the proposed System.
5. The Offeror's Proposal shall include other hardware as required for the proposed System.
6. The Offeror should ensure for all components of the proposed System that no single component will create a single point of failure for the System.
7. The Offeror shall provide a turnkey System with full redundancy capable of allowing for components to be located geographically at two different locations if ever desired, and act as backup for each other and replicating any and all data between the two sites.
8. Dependent on Department of Defense security guidelines, the Offeror's NG9-1-1 solution should be able to interface with the JRM Guam RDC and AAFB's consolidated dispatch center (primary alternate) to transfer calls (including both voice and ANI/ALI information) to the DoD 9-1-1 Telephony systems, if allowed.
9. The Offeror's Proposal should provide a Project Management Team for program planning; direction, structure and controls in order to provide superior service and to ensure all contract requirements are strictly followed. One of the awarded contractor's project manager's primary duties will be to prepare a comprehensive management plan for

detailed in the Proposal. Details should include a full training curriculum and the level of proficiency expected.

7. The Offeror shall provide in their Proposal a narrative concerning the procedures for reporting trouble.
8. During the contracted term (up to 5 years), the awarded contractor shall provide on-site maintenance technicians whenever required, 24-hours per day, seven days per week, including holidays. Response time shall not exceed 1 hour after notification of a critical nature, and 4 hours for all others. Any on-site troubleshooting and replacement of defective components will be performed by the awarded contractor's manufactured certified technicians. Twenty-four (24) hour system monitoring and remote diagnostics shall also be provided for the duration of the contract. Additionally, the awarded contractor will be responsible for the cost for connectivity for the remote monitoring of the NG9-1-1 System.

PROPOSED COMPUTER AIDED DISPATCH SYSTEM (CAD)

BACKGROUND CAD

The personnel assigned to 911 in the mid to late 1990s utilized a CELES System that had limited CAD functions. There was a vehicle/unit screen that allowed personnel to quickly view unit's status. It also had a data function for statistics and did generate incident report or case numbers in numerical order. These functions were used by the fire fighters assigned to the Communications Bureau of GFD.

P.L. 25-55 (1999) allowed for the purchase of a more advanced E9-1-1 system. This is the current system, which was purchased in 2000 and installed in 2001, and which GFD now seeks to replace with an NG9-1-1 and integrated CAD System. The current E911 system replaced the CELES system but did not include new CAD functions.

Since the inception of the E9-1-1 system, all information gathered (from statistics to case numbers etcetera), have been compiled manually by the personnel assigned. The installation of a CAD system which is integrated into the NG9-1-1 System will alleviate the tedious work that the EMDs had to perform, and make accountability, collection of statistics, unit status, information retrieval, and other services that ultimately benefit the people of Guam more readily available.

In 2003, The Law Enforcement Information Technology Standards Council (LEITSC) identified the need for a national standard for computer aided dispatch (CAD) functional specifications to:

2. Personnel Management Module
3. EMS Module (NEMESIS Compliant)
4. Fire/Incident Management Module (NFIRS Compliant)
5. Law Enforcement Module
6. Ambulance Billing Module

If the Offeror does not propose to provide the above-listed modules, the proposed System should allow for the expansion of the System through future purchase of other software modules or the updating/upgrading of the modules listed.

SECURITY

CAD should allow the application to recognize authorized users and provide access to individually authorized functions during sign in. To facilitate these responsibilities, access rights and permissions should be associated with the various functions available within the System.

1. EMD Access to be determined by EMD Supervisor and/or EMD Administrator/Officer-in-Charge
2. EMD Supervisor Access to be determined by EMD Administrator and/or Officer-in-Charge
3. EMD Administrator and/or Officer-in-Charge shall have total access
4. Temporary User Access to be determined on a case-by-case basis

SECURITY ADMINISTRATION

To maintain ease of management of these rights and permissions, the application is partitioned into various management units for administration. The System should allow users to be assigned to one or more roles within the Communication Bureau of GFD and/or the GPD; and should be associated with at least one agency.

1. The sign on and sign off process should consist of the user's credentials to include a user's ID and a password
2. Access privileges shall be set by agency-defined roles. Each user is then assigned to one or more roles.
3. Temporary users should be allowed or created, and become disabled after a determined time period to allow for emergency situations or temporary access to the proposed System.
4. During the sign on, the user should specify a combination of role, geographic responsibility, unit ID, and assigned agency. CAD should then run an agency specific security checks to authenticate the accuracy of user's information, access, and restrictions
5. Users should be allowed a certain number of failed sign-in attempts before locking the user out, once a lock-out has occurred, the proposed System should notify authorized personnel up the user's chain-of-command

9. Users should have the ability to move forward and backward to complete data fields.
10. Users should be able to correct command line errors using edit keys and resubmit the command without having to put the cursor at the end of the command.
11. CAD should provide the user with standard form navigation.
12. The cursor should return to the first position of the first field following completion of a command line function.
13. The CAD user interface should provide the ability to handle the variety of transactions that a dispatcher must handle almost simultaneously.
14. The CAD work areas should operate independently--a command or function in one area should not disturb the command or function in the other area.
15. The CAD system should support multiple command lines.
16. The CAD system should support multiple work areas. For instance, the call taker should be able to have two or more incident initiation forms displayed at the same time.
17. CAD should support a split screen capability that provides the display and use of multiple separate work areas and command lines on a single monitor or multiple monitors. These work areas should operate independently and allow the user to perform the same or separate functions from each area.
18. The user should be able to move easily from one work area to the other via the mouse or keyboard.
19. CAD should allow multiple CAD functions to be in progress at the same time.
20. CAD should allow the user to enter a command, then move to another work area or command line and submit another transaction, then return to the previous function and resume where they left off
21. CAD should have available formatted screens for initiating database inquiries.

CAPACITY AND PERFORMANCE

1. The CAD system shall be functioning and operational 99.999% of the time.
2. CAD response time should be under the GUI standard of 2 seconds unless the operation is external to CAD and, therefore, uncontrollable by CAD.
3. CAD should provide the ability for supervisors to monitor and control other positions without degradation of system performance.
4. CAD should support cross-node synchronization for disaster recovery.

ERROR HANDLING

1. CAD should handle errors in a consistent manner with the display of a message that indicates the problem.
2. CAD should provide editing capabilities for correction of errors.

10. Ability to enter common street alias and abbreviations instead of the actual street name (i.e. MLK for Martin Luther King Blvd.).
11. Ability to override geo-file by entering valid response area data.
12. Ability to override geo-file for addresses outside the City limits.
13. Ability to generate a report of geo-file overrides including all data, operator ID, date, time, operator position.
14. Ability to display geo-file data when location is validated, including:
 - a. High and low cross streets
 - b. City
 - c. Neighborhood
 - d. Common place or business name
 - e. Response area
 - f. Map page
 - g. Premise warnings or hazards by exact address
 - h. Premise warnings or hazards within a configurable radius
 - i. Prior incidents at exact address within a configurable period of time
15. Intersections maybe entered in any order (i.e. Main/1st or 1st/Main). The order of the entry should not be altered. For example, if the user entered Main/1st, the CAD should not convert the entry to 1st/main.
16. The CAD system should be able to verify an address by a street address (e.g., entering "100 S" would display all streets that have a 100 block and that start with "S").
17. The CAD system should be configurable to allow entry of an address by a common place (e.g., entering "L" would display all common places that start with "L").
18. The CAD system should be able to verify an address by an intersection (e.g., entering "L/S" would display all streets that start with "L" that intersect with a street that starts with "S").
19. The CAD system should allow the user to choose to bypass an unverifiable location to a valid location for purposes of jurisdictional assignment.
20. If the location is bypassed to another valid location, the system should keep the unverified location as the Incident Location and note the location used for verification as a note in the Incident History.
21. The system should allow the agency to be able to configure whether non-verified locations should be flagged.
22. Ability to display the incident location in relation to other active incidents on the map during the incident entry process.

INCIDENT CREATION

1. The CAD system should record the information about an emergency call as an incident that can be initiated, dispatched, displayed, updated, and closed.
2. The CAD system should support the following:
 - a. Combined call taker/dispatcher functions at a single workstation.
 - b. Separate call taker/dispatcher functions at separate workstations.

22. The proposed System should support the creation and assignment of user defined sources of the call.
23. The CAD system should support field-initiated incidents from both a user and mobile data entry.
24. The CAD system should have the ability to receive calls and initiate incidents from NG9-1-1, Enhanced 9-1-1 (E911), or Phase II-compliant mobile telephones. The CAD system should auto-populate NG9-1-1, E911, or Phase II ANI/ALI information into specified fields on the incident initiation form.
25. CAD should automatically transfer the ALI reporting party location field into the incident location field on the incident initiation form if the user does not enter an incident location.
26. The CAD system should have the ability to receive calls and initiate incidents from regular 7- or 10-digit calls.
27. The CAD system should have the ability to receive calls and initiate incidents from an investigations request, from the field, and from the TDD emulator.
28. The call taker should have the option of automatically attaching the content of the TDD conversation to a CAD system incident.
29. The CAD system should support the definition of an unlimited number of incident types in the incident type database.
30. The incident type field should be a minimum of six characters in length.
31. The CAD system should afford the user the ability to select an incident type from a drop-down menu available from the initiation form.
32. The CAD system should provide a pick list of incident type codes in the event that the system cannot locate the entered incident type in the incident type database.
33. The operator may enter the incident priority; otherwise, the CAD system should automatically enter the user-defined priority for the incident type.
34. The CAD system should allow the incident type configuration to specify that only certain dispositions are valid for a specific incident type.
35. The proposed System's ability to create an incident type should be based on administrative rights.
36. If an address is validated, the CAD system should automate checks and flag for previous incidents that have occurred at the location. If present, previous incidents should display in a separate work area so as not interrupt the Incident workflow.
37. If persons or vehicles are entered as part of an Incident, the proposed System should do a Previous Person and Previous Vehicle search and present them to the operator in the same manner as previous incidents.
38. Authorized users should have the ability to enter addresses into an address alert file. If a new incident is created and a match is found in the address alert file, the dispatcher should be notified and be able to view the alert information.

59. Once the location has been verified, the CAD system should perform a check for duplicate incidents.
60. The CAD system should check incidents for duplicate calls based on a true radius search in a user-definable distance from a coordinate in the geographic area of the incident being initiated. Using predefined grids or artificial boundaries associated with tabular geo-file databases is not acceptable.
61. The CAD system should have the option of searching closed as well as open calls for a duplicate check.
62. The CAD system should display potential duplicate incidents in a separate work area so as not to cover the Incident form or interrupt the Incident workflow.
63. Ability to immediately display potential duplicate incident information during the incident entry process.
64. Ability to prompt operator to verify creation of another incident or to add supplemental information to an existing incident.
65. The CAD system should automatically generate the following:
 - a. A unique incident number
 - b. Geographic location information (e.g., reporting area, zone, village)
 - c. Date and time the incident was initiated.
 - d. ID or Badge Number of the operator who initiated the incident
 - e. ID of the workstation on which the incident was initiated
 - f. Incident priority based on incident type and/or special circumstances
 - g. Queries against the incident address, persons, and vehicles per the agencies configuration
66. The CAD system should display user-defined response messages to the operator for certain incident types, locations, areas and beats. An example might be referring a caller to animal control at a specific telephone number or advising that there is flooding in an area.
67. Incident initiation form should include the following:
 - a. Caller's name
 - b. Caller's location
 - c. Caller's telephone number
 - d. In front of or At Location Flag
 - e. Location description
 - f. Separate fields for Latitude and Longitude
 - g. Incident location
68. The incident initiation form should be customizable to order fields and present only those fields that are needed for the customer's business processes.
69. The CAD system should support creating multiple copies of an incident for the same agency based on Incident Type for the purposes of routing the same incident to multiple users within agencies to allow each copy to be managed individually.
70. Each copy of the incident should have the same incident number with a unique copy identifier.

90. Once a location has been verified and checked for duplicates, the CAD system should automatically route the incident to the proper user position(s).
91. Incident routing should be based on the incident location (i.e., zone, village, User ID).
92. The proposed System should not limit the number of users that can review and update a single incident at the same time
93. CAD should allow the transfer of pending incidents from one dispatcher to another.
94. The CAD system should be able to retrieve pending incidents or closed incidents if new information has been discovered for dispatch.
95. By incident type, CAD should be able to override the standard routing, and route based upon a user defined alternative routing. For instance, all police incidents are normally zoned to a dispatcher based upon a coverage area. However, in the instance of a low priority incident that might require a telephone only response, these are routed to an alternate position. This is commonly referred to as a "Teleserve" function.
96. The call taker should have the ability to override the automatic system routing.
97. The proposed System should have the ability for the call taker to handle the initial dispatch of high priority incidents with notification to the responsible dispatcher if the call taker has dispatching capabilities and can act as either a call taker or dispatcher.
98. The CAD system should provide for a minimum of five priority levels (numbered 1 through 5) for the purpose of assigning priority levels to incident types. Priority levels should be system-assigned based on incident type but may be overridden by a personnel incident creation.
99. CAD should provide the means to track race/ethnicity; sex; age; probable cause; arrests; citations; whether or not searches were conducted on the vehicle, driver, and/or passenger(s); and if contraband was discovered.
100. This data can be entered by any authorized user from the Vehicle or Persons screens whether on the CAD client or on the mobile client.
101. The CAD system should support an expandable comments field that dynamically grows if more text is entered than can be displayed on the screen.
102. CAD should provide the call taker an interface with Priority Dispatch's EMD, EFD, and EPD products that allows call-takers to move within the protocol "cards" and provide the most appropriate instruction over the phone based on answers provided by the caller.
103. Responses to the Priority Dispatch program should be captured in the comments or audit trail of the event.

INCIDENT DISPATCH

1. CAD should route an incident based on the agency, type of incident, and its location. From this information, CAD determines the proper jurisdiction

18. The CAD system should be able to return the freed incident to the pending queue with minimal user intervention.
19. Users should have the ability to dispatch multiple units to a single incident simultaneously from the command line.
20. If more than one unit is assigned to an incident at one time, the first unit should be designated as the primary unit and any additional units as backups.
21. Optionally, the proposed System should allow the user to assign a specific unit as the primary unit.
22. Units may be "pre-assigned" to incidents. When a unit clears its assignment, it may automatically dispatch to the next "pre-assigned" incident.
23. The CAD system should record intermediate stops made by a unit en-route to another call for service.
24. The CAD system should allow off-duty units to be placed on duty and their status tracked for off duty employment.
25. The CAD system should have the ability to display and update incident information. There should be no limit to the number of authorized users that may review or update the same incident.
26. The CAD system should allow an unlimited number of updates and comments to each incident.
27. The CAD system should support a feature to alert the user when supplemental information is added to an incident, without requiring user action. The alert can then be cleared by the user after reviewing the update.
28. Users and other authorized staff should be able to add comments to any incident record, including closed incidents.
29. The CAD system should maintain timers for each incident and alert the user if the incident has "timed out." Timers are based on the priority of the incident. Pending incidents are timed by the priority of the incident. Timers should be configurable by the System Administrator.
30. The CAD system should support a function to reset timers for incidents that have timed out.
31. The CAD system should record in Incident History time-out and the time-out reset.
32. The CAD system users should be able to recall incidents for review, enter update information, or dispatch additional units.
33. The proposed System should allow an incident to be displayed or updated by entering either the fewest number of significant digits or the unit ID of any unit assigned to the incident.
34. The CAD system should support incident recall using either the command line or preformatted screen.
35. All incident search results should be able to be sent to the printer.
36. The CAD system should be able to clear all units from an incident at closure and assign a final disposition code.
37. The CAD system should respond to the initial dispatch by:
 - a. Automatically assigning the dispatched units to the incident
 - b. Automatically removing the incident from the pending queue

50. With a license plate and/or name entered into the proper fields of an incident, or from the command line, the CAD system should have the ability to perform automatic RMS/NCIC queries on the information.
51. The propose System should be able to scan returned queries, highlighting certain key words for the dispatcher (e.g., "wanted person," "stolen vehicle") capable of being modified by authorized personnel.
52. The results of any query made through The CAD system should be attachable to the CAD system incident.
53. Personnel should have the ability to transfer a created incident from one area to another.
54. The user should have the option of assigning a different disposition to each unit clearing an incident.
55. The CAD system should allow "incident closed" and "unit clear" commands. For example, the incident close command would close out the incident with a single disposition, regardless of how many units were on the assignment. The unit clear command would only clear the unit specified in the command from the incident. Once the last unit has been cleared from the incident, the incident would close. This would allow dispatchers to clear individual units from the incident yet keep the incident open should other units still be working on it.
56. Incidents should automatically route to the proper area based on a verified address.
57. Queries should have short cut codes, such as P for person, in which only the specific fields are used. Example, the code VIN should only use the VIN, vehicle year, vehicle make and state fields, where a V (vehicle) should have license, license year, etc. plus the VIN fields.
58. The CAD system should have the ability to send updated incident information to a mobile device as soon as the incident is updated, and vice versa.
59. The CAD system should have the ability to assign stacked or pending calls to a unit or officer.
60. The proposed System should support attaching images and files to an Incident from both the CAD client and the mobile client.
61. All attachments should be viewable from within the Incident record.
62. The CAD Command Line should support prompting the user for the next parameter required for each command. Users should be able to turn this feature on and off.
63. If more information is entered on the Command Line than can be displayed on a single line, the command line should wrap to display the entire string while typing.

UNIT

1. The CAD system should have the ability to track units through status changes.

19. The on-duty entry should include assignment.
20. Users should have the ability to make changes in the on-duty unit status.
21. The name of a ride-along should be capable of being entered at unit sign-on. Multiple rider names can be added to a unit.
22. The CAD system should have the ability to assign vehicles to individual officers and maintain that vehicle assignment through shift changes.
23. If an ID number being assigned to a unit already has an assignment, then the CAD system should prompt the user to either change the badge number to the new assignment or maintain the old assignment.
24. When an assignment is closed, the CAD system should maintain the officer ID number(s) associated with the assignment for audit purposes.
25. The CAD system should provide a means to schedule groups of units to bring on duty at the same time.
26. Ability to create shift schedules including the following data:
 - a. Unit ID (alphanumeric)
 - b. Officer ID (one or more officers per unit)
 - c. Response area
 - d. Vehicle ID
 - e. Radio ID
 - f. Date and time scheduled for on-duty
 - g. Date and time scheduled for off-duty
 - h. Shift designator
 - i. Special equipment or response capabilities (including but not limited to shotgun, pro2, MAV, sponge gun, bean bag, etc.)
27. Ability to schedule shift/roster information up to 12 months in advance.
28. Ability to upload shift/roster information to CAD based on scheduled shift start time
29. Ability to modify shift/roster information up to scheduled shift start time.
30. Ability to automatically (without user intervention) log on-coming shift into the proposed System.
31. Ability to pre-program and override shift change information (e.g., hours of shift).
32. The CAD system should support the creation of Unit Groups for messaging and status changes.
33. The CAD system should support a temporary unit feature (with a minimum six-character unit number), allowing units that are not predefined in the system or not on duty to be placed on duty and dispatched via a single function by the system administrator.
34. Once the units complete the activity, they should be automatically taken out of service and removed from the system.
35. The proposed System should display area-specific units separately from roaming units.
36. Authorized users should have the ability to add units to the master units table. At minimum, a master unit record should support the following fields: eight-character unit number, area designation, zone designation, and unit type (one-officer, two-officer, two-investigator, etc.).

5. CAD should support the creation of custom fields for address book entries.
6. CAD should support searching address books from a form and command line.
7. CAD should support key word searching for address book entries.
8. CAD should support attaching documents and hyperlinks to address book entries.

BOLO DATABASE

1. CAD should support a BOLO or Alert database to capture information about people and vehicles.
2. CAD should support the automatic query of the BOLO database whenever a person or vehicle is entered into the system.
3. CAD should support expiring BOLOs automatically after an elapsed time.
4. CAD should support manually expiring BOLOs.
5. CAD should support cancelling BOLOs.
6. CAD should support sending BOLO messages to all users, a selection of users and mobile devices or units.

CONTRACTOR ROTATION

1. CAD should support a support module for rotating contractor or support personnel.
2. CAD should support the temporary removal of a contractor from a rotation.
3. CAD should support the request for a contractor from a person or vehicle record.
4. CAD should support the ability to cancel a contractor request.
5. CAD should store all information about a contractor request within the incident record

STATUS MONITORS

1. CAD should support user-defined windows or monitor sets for dynamically updated views of ongoing incident, unit, and interface activities.
2. The status monitor should allow the user to page via keystrokes or utilize the mouse to scroll to subsequent screens to view more incidents or vehicles than will fit on a single window.
3. Incident monitors should be able to display active/pending incidents by area and incident status.
4. The status monitor should support the ability for system administrators, groups, or each individual to configure the layout of the workstation screen(s), depending on the number of monitors at the workstations, so

while Agency B wants the map zoomed to 2000 feet for the same function.

14. Mapping should support CAD command and mouse operations of zoom and pan functions.
15. Mapping should support unattended operations that cause the map to perform a function when the CAD system performs a function requiring map operations. For instance, when a call is displayed, dispatched, updated; the map is automatically zoomed.
16. Mapping should display the best route to an incident, including road conditions (e.g., closures, hazard warnings).
17. Mapping should provide distance and direction of travel information from any point to any point in the Geofile.
18. Mapping should provide a method to track and report specific common place locations to be used in the incident create process that allows the operator to create an incident without searching for the physical address for the common place location.
19. The tactical map should interact with the CAD system in the following manner:
 - a. The map should zoom in to the incident location when an incident is initiated or updated
 - b. Each unit's status should display as users update units on the CAD system
 - c. User may initiate incidents utilizing a "point and click" on the map
 - d. Users may update a unit's status from the map
 - e. Users may update, recall, or dispatch an incident from the map
 - f. Users may select Icons on the map and link to Web pages. For instance, an Icon might display a weather map of an area by linking to the local new channels weather radar
 - g. User may select layers of the map to turn on and off. For instance, displaying parcels or hydrant locations when needed
 - h. The ability to pan the map by grabbing a map point with the mouse and moving it.
 - i. The ability to select unit(s) and have the map automatically size to display the requested units within the ma
 - j. With AVL the map should automatically pan to follow the selected unit(s)
 - k. The ability to have the CAD system send recommendation requests for best path routing to the mapping applications including road conditions (e.g., closures, hazard warnings), then display the recommendations to the dispatcher
 - l. The ability to double click on incidents and units to display additional detail as appropriate
 - m. The ability to support both meters and feet distances
 - n. The ability to have maps at any appropriately configured workstation local and/or remote

5. The proposed System should display Push-to-Talk information from the radio system on the CAD status monitors.

OFFLINE MODULE

1. CAD should have the ability to allow users to create/modify incident data if the connection to the CAD server is lost (offline) for any reason and to upload the data into CAD after the connection is reestablished.

SYSTEM INTERFACES

1. The proposed System should have the ability to transfer event (incident) and audit records from CAD through trigger configuration. These transfers should be completed in near real time.
2. The proposed System should have the ability to query external databases to get access to information, i.e., warrants, people, articles, guns.
3. Offeror's Proposal shall describe the query structure that will be provided.
4. The proposed System should be integrated with an *ad hoc* report writer that allows a trained user to create reports from incident data.
5. The proposed System should have a report scheduler that can schedule reports to be automatically run at user defined times.
6. Reports should be publishable to an intranet or internet.
7. CAD should have to ability to interface to TDD systems in order to accept emergency calls from hearing- or speech-impaired individuals.
8. CAD should have the ability to interface to an external master clock for time synchronization.
9. CAD should have the ability to interface with other 9-1-1 systems, and must be integrated with the NG9-1-1 system.
10. Anytime an incident is displayed, the caller's address, name, and phone number should display. Additional NENA information should be easily accessed for the incident by using function key.

REPORTING

1. Ability to create reports based on any available CAD data
2. Ability to create a standard Incident Detail Report by a single command, that includes all data associated with a specific incident formatted in an easy-to-read, professional style.
3. Ability to view, query and archive CAD logging data from a PC.
4. Ability to generate the following standard reports:
 - a. Activity analysis by day of week
 - b. Activity analysis by geographic area or any agency-defined layer
 - c. Activity analysis by hour of day
 - d. Activity analysis by shift

- gg. Workstation ID associated with all CAD functions performed on incident
- 6. Ability to print chronological incident and/or incident report listing
- 7. Ability to query and print incident details, including:
 - a. Incident entry or incident number
 - b. Date/time received
 - c. Reporting zone
 - d. Activity code/incident type
 - e. Location or partial location
 - f. All incidents in a geographical region defined by the user
 - g. Priority
 - h. Reporting party/complainant/caller name
 - i. Phone number
 - j. Narrative
 - k. Vehicle description
 - l. License plate
 - m. Cancelled call
 - n. Disposition
 - o. Officers/units assigned
 - p. Time dispatched
 - q. En-route time
 - r. On-scene time
 - s. Available time
 - t. Officer reporting
 - u. All Call-Taker/Dispatchers handling incident
 - v. Any time-stamped event
- 8. Ability to query using partial names and wild cards in any field within the incident.
- 9. Ability to generate daily listing of incidents and officers assigned:
 - a. Incident number
 - b. Unit ID
 - c. Officer name (if available)
 - d. Officer ID (P number)
 - e. Disposition
 - f. Location
 - g. Date/time received
 - h. Ability to print audit report of changes to incident records:
 - i. Date/time of change
 - j. Workstation/terminal ID
 - k. Call-Taker/Dispatcher ID
 - l. Transaction type (deletion, edit, etc.)
 - m. Field modified (saving previous information)
 - n. Incident location
 - o. Actual dispatch location
- 10. Ability to direct inquiry results to any CAD printer.
- 11. Ability to view requested reports prior to printing.

6. The proposed System should have the ability to display video from in-car video systems.
7. The proposed System should have the ability to allow mobile users access to video from fixed or mobile sources.

NG9-1-1

1. The proposed System should have the ability to accept and associate with the CAD incident any relevant electronic media received from the NG9-1-1 network.
2. The Offeror commits to adhere to NENA i3 or the most current NENA standards in effect at the time of any upgrade, as new features are added to i3 or as new technologies become available.
3. The proposed System should have a seamless workflow to accept multimedia electronic media from the NG9-1-1 network.
4. The proposed System should have the ability to have the NG9-1-1 telephony user screens resident on the same workstation as the CAD.

TRAINING

1. Ability to simultaneously operate a "Training" system. The training system should have identical functionality as the live system but be available for training and scenarios.
2. Ability to simultaneously operate a "Test" system. The test system should be available to test system changes prior to their implementation to the training or live systems.
3. CAD should provide an on-line training database for testing that does not impact the live database. During sign-on the user should be able to select training or live mode.

SYSTEM HARDWARE AND SOFTWARE OBJECTIVES

1. The CAD, RMS and MDS system proposed should be the manufacturer's most recent model available for installation that substantially meets the objectives of this RFP. The Offeror's Proposal will describe the model proposed for GFD and its associated components. The Offeror's Proposal will include a configuration diagram as a graphical representation of the proposed System.
2. **Expandable:** The proposed System should be directly expandable by adding, not replacing hardware. The Offeror's Proposal will describe how the proposed System is expandable in terms of servers, storage, and other system components. The Offeror's Proposal will also describe the ability to add hardware components without taking the system offline. To optimize the data center environment and management, a blade server solution may be advantageous, but Offerors will describe their optimal proposed solution in the Proposal.

will also describe the redundancy and fault tolerance of the proposed network solution.

7. **Environmental Considerations:** The Offeror's Proposal will describe the proposed System's environmental operating requirements including operating temperatures, floor space requirements, and power and cooling specifications.
8. **Disaster Recovery:** The awarded contractor will provide the necessary hardware and software for an on-line (hot) disaster recovery system that will be located at a geographically separate site away from the dispatch center or production server location. Disaster recovery fail over to a disaster recovery server should be configurable to be either automatic or initiated by manual operation.

The Offeror's Proposal will describe the proposed disaster recovery solution including data replication, server failover to the disaster recovery site, client failover, and fail back to the primary site.

9. **Information Technology (IT) Infrastructure:** A CAD, RMS and MDS system is expected to be maintained for an extended lifecycle spanning many years. The solution should be based on standard IT components and managed using standard IT tools. The Offeror's Proposal will describe the proposed System's utilization of any the following software components utilizing the current release version of:
 - a. Microsoft Windows Server® operating system (or an equivalent)
 - b. Microsoft SQL Server® database software (or an equivalent)
 - c. Microsoft System Center Operations Manager® management software (or an equivalent)
 - d. ESRI ArcGIS® geographic information system software & tools (or an equivalent)

GENERAL REQUIREMENTS FOR OFFEROR

1. Past Performance: (*For full details see Section I, Instructions to Offerors, Evaluation Factors*) The Offeror shall provide a list of CAD and NG9-1-1 systems installed with points awarded for a history demonstrating:
 - a. Three (3) installed NG9-1-1 **OR** CAD Systems that the Offeror has installed in the past five (5) years within the United States, and/or its Commonwealths/Territories, including Guam.
 - b. List shall include the size/scope of the NG9-1-1 system or the CAD system, the government agency name, contact person, telephone number and cutover date.
 - c. Preference is for Offerors who have installed NG9-1-1 and integrated CAD systems together in one project.
2. All Offerors and proposed manufacturers should be certified to the ISO 9001:2008 standard or the most current applicable standard.

Offeror's Proposal must describe the software release and support offered by the manufacturer, as well as any known availability and issues related to subsequent or special software releases. The Offeror's Proposal must describe any specific constraints, terms, or conditions in detail.

4. All software updates or enhancements must be accomplished without taking the System out of service.
5. **System Diagram:** The Offeror's Proposal shall provide a detailed description and Engineering diagram of the solution to be provided with proposal, including a discussion of the proposed System's architecture and its ability to provide the Services.
6. **Training:** The awarded contractor shall provide training for the installed System to all Call Takers, Supervisors, Officers-in-Charge, and any pertinent Administrative Staff approved by the Fire Chief. Training should be detailed in the proposal. The Offeror's Proposal should include a full training curriculum and a description of the level of proficiency expected.
7. **Trouble Reporting:** The Offeror's Proposal shall provide a narrative concerning the procedures for reporting trouble.
8. **Maintenance:** During the term of the awarded contract, the awarded contractor shall provide on-site maintenance technicians whenever requested by the government of Guam, 24 hours per day, seven days per week, including holidays. Response time shall not exceed 1 hour after notification of a critical nature, and 4 hours for all others. Any on-site troubleshooting and replacement of defective components will be performed by the awarded contractor's manufactured certified technicians. Twenty-four-hour system monitoring, diagnostics and/or remote diagnostics shall be provided during the first year of the contract after the System is installed and is fully operational. The awarded contractor will be responsible for the cost for connectivity for the monitoring or remote monitoring of the CAD System.
9. **Future Expansion:** The System proposed should be capable of meeting the goals of GFD and the Government of Guam, as well as being capable future expansion in order to meet anticipated future growth. It should be capable of supplying the equipped wired and maximum quantities specified in this document without replacing any in-place common equipment. The System should be installed with adequate processor and hardware to meet this growth. Offerors shall describe the expansion capability of their proposed System and equipment in their Proposals.
10. **System Testing Prior to Cutover and Turnover:** The awarded contractor must thoroughly test the entire System prior to conversion. The awarded contractor shall log all troubles found and make any necessary repairs or adjustments at their cost. These reports shall be submitted to the Government of Guam Project Manager showing all errors found and corrective action taken to resolve troubles. Should

IV. AFFIDAVIT DISCLOSING OWNERSHIP AND COMMISSIONS (AG Form 002)

CITY OF _____)
) SS.
 ISLAND OF GUAM)

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the Offeror and that *[please check only one]*:

The Offeror is an individual or sole proprietor and owns the entire (100%) interest in the offering business.

The Offeror is a corporation, partnership, joint venture, or association known as _____ *[please state name of Offeror company]*, and the persons, companies, partners, or joint venturers who have held more than 10% of the shares or interest in the offering business during the 365 days immediately preceding the submission date of the proposal are as follows *[if none, please so state]*:

<u>Name</u>	<u>Address</u>	<u>% of Interest</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

B. Further, I say that the persons who have received or are entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid or proposal for which this affidavit is submitted are as follows *[if none, please so state]*:

<u>Name</u>	<u>Address</u>	<u>Compensation</u>
_____	_____	_____

C. If the ownership of the offering business should change between the time this affidavit is made and the time an award is made or a contract is entered into, then I promise personally to update the disclosure required by 5 GCA §5233 by delivering another affidavit to the government.

 Signature of one of the following:

Offeror, if the Offeror is an individual;
 Partner, if the Offeror is a partnership;
 Officer, if the Offeror is a corporation.

Subscribed and sworn to before me this _____ day of _____, 20__.

 NOTARY PUBLIC
 My commission expires: _____

**VIII. DECLARATION RE: COMPLIANCE WITH U.S. DOL
WAGE DETERMINATION (AG Form 006)**

Procurement No.: _____

Name of Offeror Company: _____

I, _____ hereby **certify under penalty of perjury:**

- (1) That I am _____ [*please select one: the Offeror, a partner of the Offeror, an officer of the Offeror*] making the bid or proposal in the foregoing identified procurement;
- (2) That I have read and understand the provisions of 5 GCA § 5801 and § 5802 which read:

§ 5801. Wage Determination Established.

In such cases where the government of Guam enters into contractual arrangements with a sole proprietorship, a partnership or a corporation ("contractor") for the provision of a service to the government of Guam, and in such cases where the contractor employs a person(s) whose purpose, in whole or in part, is the direct delivery of service contracted by the government of Guam, then the contractor shall pay such employee(s) in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam.

The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by the government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in that contract for applying the Wage Determination, as required by this Article, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply.

§ 5802. Benefits.

In addition to the Wage Determination detailed in this Article, any contract to which this Article applies shall also contain provisions mandating health and similar benefits for employees covered by this Article, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.

- (3) That the Offeror is in full compliance with 5 GCA § 5801 and § 5802, as may be applicable to the procurement referenced herein;
- (4) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor. [*INSTRUCTIONS - Please attach!*]

Signature

**X. CERTIFICATION OF NON-EMPLOYMENT OF
CONVICTED SEXUAL OFFENDERS**

**CERTIFICATION OF NON-EMPLOYMENT OF CONVICTED SEXUAL
OFFENDERS**

Pursuant to Guam Public Law 28-24, as amended by Guam Public Law 28-98, if a contract for services is awarded to an Offeror, 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, shall provide services on behalf of the service provider while on government of Guam property, with the exception of public highways. If any employee of a service provider is providing services on government property and is convicted subsequent to an award of a contract, then the service provider warrants that it will notify the GFD of the conviction within twenty-four hours of the conviction and will immediately remove such convicted person from providing services on government of Guam property. If the service provider is found to be in violation of any of the provisions of this paragraph, then the GFD will give notice to the service provider to take corrective action. The service provider shall take corrective action within twenty-four hours of notice from the GFD, and the service provider shall notify the GFD when action has been taken. If the service provider fails to take corrective steps within twenty-four hours of notice from the GFD, then the GFD in its sole discretion may suspend temporarily any contract for services.

I, _____ being a duly authorized representative of the Offeror,
(print name)

acknowledge the requirements described above, have ensured that the Proposal as submitted addresses these requirements, and certify that if awarded the contract, the Offeror will follow these mandates.

(Company Name)

(Title)

(Signature)

(Date)

01191 - Order Clerk I 12.57
01192 - Order Clerk II 13.71
01261 - Personnel Assistant (Employment) I 15.57
01262 - Personnel Assistant (Employment) II 17.25
01263 - Personnel Assistant (Employment) III 19.22
01270 - Production Control Clerk 20.08
01290 - Rental Clerk 11.10
01300 - Scheduler, Maintenance 15.39
01311 - Secretary I 15.39
01312 - Secretary II 17.22
01313 - Secretary III 19.20
01320 - Service Order Dispatcher 12.73
01410 - Supply Technician 17.71
01420 - Survey Worker 15.26
01460 - Switchboard Operator/Receptionist 9.67
01531 - Travel Clerk I 12.77
01532 - Travel Clerk II 13.83
01533 - Travel Clerk III 14.78
01611 - Word Processor I 13.48
01612 - Word Processor II 15.13
01613 - Word Processor III 16.92
05000 - Automotive Service Occupations
05005 - Automobile Body Repairer, Fiberglass 13.58
05010 - Automotive Electrician 13.06
05040 - Automotive Glass Installer 12.10
05070 - Automotive Worker 12.10
05110 - Mobile Equipment Servicer 10.27
05130 - Motor Equipment Metal Mechanic 13.71
05160 - Motor Equipment Metal Worker 12.10
05190 - Motor Vehicle Mechanic 13.71
05220 - Motor Vehicle Mechanic Helper 10.12
05250 - Motor Vehicle Upholstery Worker 12.10
05280 - Motor Vehicle Wrecker 12.10
05310 - Painter, Automotive 12.87
05340 - Radiator Repair Specialist 12.10
05370 - Tire Repairer 10.40
05400 - Transmission Repair Specialist 13.58
07000 - Food Preparation and Service Occupations
07010 - Baker 10.47
07041 - Cook I 10.88
07042 - Cook II 12.63
07070 - Dishwasher 9.04
07130 - Food Service Worker 9.31
07210 - Meat Cutter 11.86
07260 - Waiter/Waitress 9.12
09000 - Furniture Maintenance and Repair Occupations
09010 - Electrostatic Spray Painter 16.21
09040 - Furniture Handler 9.87
09080 - Furniture Refinisher 16.21
09090 - Furniture Refinisher Helper 11.97
09110 - Furniture Repairer, Minor 14.11
09130 - Upholsterer 16.21
11000 - General Services and Support Occupations

13043 - Illustrator III 29.18
13047 - Librarian 26.42
13050 - Library Aide/Clerk 15.33
13054 - Library Information Technology Systems Administrator 23.86
13058 - Library Technician 16.64
13061 - Media Specialist I 17.21
13062 - Media Specialist II 19.26
13063 - Media Specialist III 21.47
13071 - Photographer I 17.06
13072 - Photographer II 19.06
13073 - Photographer III 23.63
13074 - Photographer IV 28.92
13075 - Photographer V 35.00
13090 - Technical Order Library Clerk 17.04
13110 - Video Teleconference Technician 17.18
14000 - Information Technology Occupations
14041 - Computer Operator I 15.71
14042 - Computer Operator II 16.26
14043 - Computer Operator III 18.13
14044 - Computer Operator IV 20.14
14045 - Computer Operator V 22.31
14071 - Computer Programmer I (see 1) 15.73
14072 - Computer Programmer II (see 1) 19.50
14073 - Computer Programmer III (see 1) 23.84
14074 - Computer Programmer IV (see 1)
14101 - Computer Systems Analyst I (see 1) 24.23
14102 - Computer Systems Analyst II (see 1)
14103 - Computer Systems Analyst III (see 1)
14150 - Peripheral Equipment Operator 15.71
14160 - Personal Computer Support Technician 20.14
14170 - System Support Specialist 21.24
15000 - Instructional Occupations
15010 - Aircrew Training Devices Instructor (Non-Rated) 24.23
15020 - Aircrew Training Devices Instructor (Rated) 29.32
15030 - Air Crew Training Devices Instructor (Pilot) 33.30
15050 - Computer Based Training Specialist / Instructor 24.23
15060 - Educational Technologist 25.10
15070 - Flight Instructor (Pilot) 33.30
15080 - Graphic Artist 20.47
15085 - Maintenance Test Pilot, Fixed, Jet/Prop 32.74
15086 - Maintenance Test Pilot, Rotary Wing 32.74
15088 - Non-Maintenance Test/Co-Pilot 32.74
15090 - Technical Instructor 17.65
15095 - Technical Instructor/Course Developer 21.58
15110 - Test Proctor 13.87
15120 - Tutor 13.87
16000 - Laundry, Dry-Cleaning, Pressing and Related Occupations
16010 - Assembler 9.78
16030 - Counter Attendant 9.78
16040 - Dry Cleaner 11.30
16070 - Finisher, Flatwork, Machine 9.78
16090 - Presser, Hand 9.78
16110 - Presser, Machine, Drycleaning 9.78

23392 - Gunsmith II 15.16
23393 - Gunsmith III 17.26
23410 - Heating, Ventilation and Air-Conditioning Mechanic 16.58
23411 - Heating, Ventilation and Air Conditioning Mechanic (Research Facility) 17.63
23430 - Heavy Equipment Mechanic 17.39
23440 - Heavy Equipment Operator 16.21
23460 - Instrument Mechanic 17.26
23465 - Laboratory/Shelter Mechanic 16.21
23470 - Laborer 11.37
23510 - Locksmith 16.21
23530 - Machinery Maintenance Mechanic 21.03
23550 - Machinist, Maintenance 17.26
23580 - Maintenance Trades Helper 10.23
23591 - Metrology Technician I 17.26
23592 - Metrology Technician II 18.35
23593 - Metrology Technician III 19.43
23640 - Millwright 17.26
23710 - Office Appliance Repairer 16.21
23760 - Painter, Maintenance 13.95
23790 - Pipefitter, Maintenance 17.52
23810 - Plumber, Maintenance 16.45
23820 - Pneudraulic Systems Mechanic 17.26
23850 - Rigger 17.26
23870 - Scale Mechanic 15.16
23890 - Sheet-Metal Worker, Maintenance 15.37
23910 - Small Engine Mechanic 15.16
23931 - Telecommunications Mechanic I 19.01
23932 - Telecommunications Mechanic II 19.76
23950 - Telephone Lineman 18.24
23960 - Welder, Combination, Maintenance 17.82
23965 - Well Driller 17.26
23970 - Woodcraft Worker 17.26
23980 - Woodworker 13.06
24000 - Personal Needs Occupations
24550 - Case Manager 14.16
24570 - Child Care Attendant 10.09
24580 - Child Care Center Clerk 12.58
24610 - Chore Aide 10.38
24620 - Family Readiness and Support Services Coordinator 14.16
24630 - Homemaker 16.12
25000 - Plant and System Operations Occupations
25010 - Boiler Tender 17.26
25040 - Sewage Plant Operator 19.28
25070 - Stationary Engineer 17.26
25190 - Ventilation Equipment Tender 11.97
25210 - Water Treatment Plant Operator 19.28
27000 - Protective Service Occupations
27004 - Alarm Monitor 10.90
27007 - Baggage Inspector 9.13
27008 - Corrections Officer 12.05
27010 - Court Security Officer 12.05
27030 - Detection Dog Handler 10.90
27040 - Detention Officer 12.05

30375 - Petroleum Supply Specialist 26.63
30390 - Photo-Optics Technician 21.93
30395 - Radiation Control Technician 26.63
30461 - Technical Writer I 22.17
30462 - Technical Writer II 27.10
30463 - Technical Writer III 32.79
30491 - Unexploded Ordnance (UXO) Technician I 24.24
30492 - Unexploded Ordnance (UXO) Technician II 29.33
30493 - Unexploded Ordnance (UXO) Technician III 35.16
30494 - Unexploded (UXO) Safety Escort 24.24
30495 - Unexploded (UXO) Sweep Personnel 24.24
30501 - Weather Forecaster I 24.12
30502 - Weather Forecaster II 29.34
30620 - Weather Observer, Combined Upper Air Or (see 2) 20.74
Surface Programs
30621 - Weather Observer, Senior (see 2) 23.00
31000 - Transportation/Mobile Equipment Operation Occupations
31010 - Airplane Pilot 29.33
31020 - Bus Aide 8.15
31030 - Bus Driver 9.69
31043 - Driver Courier 8.97
31260 - Parking and Lot Attendant 8.93
31290 - Shuttle Bus Driver 9.99
31310 - Taxi Driver 9.43
31361 - Truckdriver, Light 9.78
31362 - Truckdriver, Medium 11.61
31363 - Truckdriver, Heavy 13.89
31364 - Truckdriver, Tractor-Trailer 13.89
99000 - Miscellaneous Occupations
99020 - Cabin Safety Specialist 14.30
99030 - Cashier 9.12
99050 - Desk Clerk 9.70
99095 - Embalmer 24.24
99130 - Flight Follower 24.24
99251 - Laboratory Animal Caretaker I 21.62
99252 - Laboratory Animal Caretaker II 22.67
99260 - Marketing Analyst 20.09
99310 - Mortician 24.24
99410 - Pest Controller 14.61
99510 - Photofinishing Worker 12.74
99710 - Recycling Laborer 13.02
99711 - Recycling Specialist 19.69
99730 - Refuse Collector 12.39
99810 - Sales Clerk 9.46
99820 - School Crossing Guard 16.14
99830 - Survey Party Chief 21.65
99831 - Surveying Aide 12.31
99832 - Surveying Technician 16.00
99840 - Vending Machine Attendant 21.84
99841 - Vending Machine Repairer 27.71
99842 - Vending Machine Repairer Helper 21.84

<https://www.wdol.gov/wdol/scafiles/std/15-5693.txt?v=8> 1/10/2019

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

XII. SUBCONTRACTOR UTILIZATION FORM

RFP NO. _____

PROJECT TITLE:

NAME OF PRIME OFFEROR:

E-MAIL ADDRESS:

ADDRESS:

TELEPHONE NO.:

FAX NO.:

The following subcontractors¹ (if known at the time of proposal submission) will be used on this Project (continue list on additional page if necessary):

COMPANY NAME, ADDRESS, PHONE NUMBER, AND E-MAIL ADDRESS	TYPE OF WORK TO BE PERFORMED	ESTIMATED DOLLAR AMOUNT OF SUBCONTRACT
---	---------------------------------	---

I certify under penalty of perjury that the foregoing statements are true and correct. In the event that substitution or replacement of a subcontractor is required, I will adhere to the substitution or replacement requirements of the Government of Guam.

Signature of Offeror (Prime Contractor)

Date

Print Name

Title

¹ Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services to a prime contractor or higher tier subcontractor under a contract awarded or to be awarded by the Government of Guam.

GUAM FIRE DEPARTMENT
REQUEST FOR PROPOSALS
RFP # GFD-001-2019

Amendment No. 001



January 30, 2019

**Guam Fire Department E911
Guam Homeland Security Building
221B Chalan Palasyo
Agana Heights, Guam 96910**

DIGITAL REGISTRATION LOG
REQUEST FOR PROPOSALS #001-2019

PROPOSERS NAME AND POINT OF CONTACT	EMAIL ADDRESS	MAILING ADDRESS	PHONE #	DATE OF REQUEST OF RFP
Kian Chamran	kian.chamran@motorolasolutions.com	215 Rojas Ste 123, Tamuning, GU 96913	1-671-647-6144	January 11, 2019 1347
Roxanne Quichocho	roxanne.quichocho@gu.g4s.com	1851 Army Drive, Tamuning, GU 96913	Office: + 671 6462307 Ext.130 Cell: +671 4868230 Fax: +671 6497245	January 11, 2019 1349
Franklin P. Artero	franklin@pdsguam.com	121 Robot Street, Suite 101 Maite, GU 96910	Voice: 671-300-0225 Facsimile: 671-300-0265	January 11, 2019 1350
Vincent Munoz	vince.munoz@nextgensys.com	135 Chalan Santo Papa, 2nd Floor Guam	671) 689-5432	January 11, 2019 1351
Tommy Thompson	tthompson@microautomation.com	5870 Trinity Parkway, Suite 600, Centreville VA 20120	O:703-543-2135 M:859-302-2863	January 14, 2019 0758
Winbourne Consulting, LLC	JWinbourne@w-llc.com	1621 North Kent Street, Suite 704 Arlington, VA 22209 USA	POC: Jeff Winbourne +1 703 582-3604	January 14, 2019 0750

DIGITAL REGISTRATION LOG
 REQUEST FOR PROPOSALS #001-2019

<p>Emergensys Solutions Inc.</p>	<p>gerry.gervais@emergensys.net</p>	<p>400 Jean-Lesage blvd Suite 120 Québec (Qc), Canada, G1K 8W1</p>	<p>POC : Gerry Gervais Business Development Associate 514 708-6337</p>	<p>January 14, 2019 0800</p>
<p>Cameron DiVito Intellitech Corporation</p>	<p>cameron.divito@intellitechcorp.com</p>	<p>8544 Hickory Hill Dr. Poland, OH. 44514</p>	<p>ph. (330) 707-1090 fax (330) 707-1099</p>	<p>January 14, 2019 0804</p>
<p>Don Lashley Ken Schulte</p>	<p>don.lashley@centralsquare.com ken.schulte@centralsquare.com</p>	<p>1000 Business Center Drive Lake Mary, FL 32746</p>	<p>1-858-799-7316</p>	<p>January 14, 2019 0809</p>
<p>Tony Parrott VP Sales Solacom Technologies, Inc.</p>	<p>tparrott@solacom.com</p>	<p>2635 Washington Mill Rd. Bellbrook Ohio, 45305</p>	<p>Mobile: 937-609-1911</p>	<p>January 15, 2019 0800</p>
<p>Todd Wilson Associate Director, Program Management AT&T Government Solutions, Inc.</p>	<p>tw9324@att.com</p>	<p>1650 Hotel Circle North, Suite 100 San Diego, CA 92108</p>	<p>619-209-4606 (office) 619-203-4823 (cell) 619-683-3917 (fax)</p>	<p>January 15, 2019 0805</p>

DIGITAL REGISTRATION LOG
REQUEST FOR PROPOSALS #001-2019

Ty Thompson Strategic Account Executive Geo-Comm, Inc. www.geo-comm.com	tthompson@geo-comm.com	601 W. Saint Germain St., St. Cloud, MN 56301	Office: (320) 281-2557 or Cell (719) 510-1649	January 15, 2019 1331
Paul Wilson Central Square	paul.wilson@centralsquare.com			January 15, 2019 1338

DIGITAL REGISTRATION LOG
 REQUEST FOR PROPOSALS #001-2019

PROPOSERS NAME AND POINT OF CONTACT	EMAIL ADDRESS	MAILING ADDRESS	PHONE #
Kian Chamran	kian.chamran@motorolasolutions.com	215 Rojas Ste 123, Tamuning, GU 96913	1-671-647-6144
Roxanne Quichocho	roxanne.quichocho@gu.g4s.com	1851 Army Drive, Tamuning, GU 96913	Office: + 671 6462307 Ext.130 Cell: +671 4868230 Fax: +671 6497245
Franklin P. Artero	franklin@pdsguam.com	121 Robat Street, Suite 101 Maite, GU 96910	Voice: 671-300-0225 Facsimile: 671-300-0265
Vincent Munoz	vince.munoz@nextgensys.com	135 Chalan Santo Papa, 2nd Floor Guam	671) 689-5432
Tommy Thompson	tthompson@microautomation.com	5870 Trinity Parkway, Suite 600, Centreville VA 20120	O:703-543-2135 M:859-302-2863
Winbourne Consulting, LLC	JWinbourne@w-llc.com	1621 North Kent Street, Suite 704 Arlington, VA 22209 USA	POC: Jeff Winbourne +1 703 582-3604

DIGITAL REGISTRATION LOG
 REQUEST FOR PROPOSALS #001-2019

<p>Emergensys Solutions Inc.</p>	<p>gerry.gervais@emergensys.net</p>	<p>400 Jean-Lesage blvd Suite 120 Québec (Qc), Canada, G1K 8W1</p>	<p>POC : Gerry Gervais Business Development Associate 514 708-6337</p>
<p>Cameron DiVito Intellitech Corporation</p>	<p>cameron.divito@intellitechcorp.com</p>	<p>8544 Hickory Hill Dr. Poland, OH. 44514</p>	<p>ph. (330) 707-1090 fax (330) 707-1099</p>
<p>Don Lashley Ken Schulte</p>	<p>don.lashley@centralsquare.com ken.schulte@centralsquare.com</p>	<p>1000 Business Center Drive Lake Mary, FL 32746</p>	<p>1-858-799-7316</p>
<p>Tony Parrott VP Sales Solacom Technologies, Inc.</p>	<p>tparrott@solacom.com</p>	<p>2635 Washington Mill Rd. Bellbrook Ohio, 45305</p>	<p>Mobile: 937-609-1911</p>
<p>Todd Wilson Associate Director, Program Management AT&T Government Solutions, Inc.</p>	<p>tw9324@att.com</p>	<p>1650 Hotel Circle North, Suite 100 San Diego, CA 92108</p>	<p>619-209-4606 (office) 619-203-4823 (cell) 619-683-3917 (fax)</p>

DIGITAL REGISTRATION LOG
REQUEST FOR PROPOSALS #001-2019

Ty Thompson Strategic Account Executive Geo-Comm, Inc. www.geo-comm.com	tthompson@geo-comm.com	601 W. Saint Germain St., St. Cloud, MN 56301	Office: (320) 281-2557 or Cell (719) 510-1649
Paul Wilson Central Square	paul.wilson@centralsquare.com		
Janet T. Aguon, IT&E Enterprise Sales Manager	janet.aguon@itehq.net	122W Harmon Industrial Park, Tamuning, Guam 96913	(671) 987-9821
John Limtiaco Isla Pacific Telecommunications, Inc.	jlimtiaco@pacificunlimitedguam.com	Isla Pacific Telecommunications, Inc. P.O. Box 10838 Tamuning, Guam 96931	Tel: 671-888-6270

DIGITAL REGISTRATION LOG
REQUEST FOR PROPOSALS #001-2019

DATE OF REQUEST OF RFP
January 11, 2019 1347
January 11, 2019 1349
January 11, 2019 1350
January 11, 2019 1351
January 14, 2019 0758
January 14, 2019 0750

DIGITAL REGISTRATION LOG
REQUEST FOR PROPOSALS #001-2019

January 14, 2019
0800

January 14, 2019
0804

January 14, 2019
0809

January 15, 2019
0800

January 15, 2019
0805

DIGITAL REGISTRATION LOG
REQUEST FOR PROPOSALS #001-2019

January 15, 2019 1331
January 15, 2019 1338
February 7, 2019 0742
February 11, 2019 0800



GUAM FIRE DEPARTMENT
DIPATTAMENTON GUAFI GUAHAN
*Professionalism * Respect * Integrity * Dedication * Empathy*



Lourdes A. Leon Guerrero
 Governor

Joshua F. Tenorio
 Lieutenant Governor

Joey C. San Nicolas
 Deputy Fire Chief

see Digital recordation log

DIGITAL EMAIL REGISTRATION LOG
REQUEST FOR PROPOSALS # GFD-001-2019

Guam Fire Department recommends that all prospective proposers register contact information with the agency to ensure they receive any notices regarding any changes or updates to the RFP. Guam Fire Department shall not be liable for failure to provide notice to any party who did not register contact information.

PROPOSER'S NAME and POINT OF CONTACT:	E-MAIL ADDRESS:	MAILING ADDRESS:	PHONE CONTACT NUMBERS:	DATE OF REQUEST FOR RFP (PICKUP DATE):



GUAM FIRE DEPARTMENT
DIPATTAMENTON GUAFI GUAHAN
*Professionalism * Respect * Integrity * Dedication * Empathy*



Lourdes A. Leon Guerrero
Governor

Joey C. San Nicolas
Deputy Fire Chief

Joshua F. Tenorio
Lieutenant Governor

HARDCOPY REGISTRATION LOG
REQUEST FOR PROPOSALS # GFD-001-2019

Guam Fire Department recommends that all prospective proposers register contact information with the agency to ensure they receive any notices regarding any changes or updates to the RFP. Guam Fire Department shall not be liable for failure to provide notice to any party who did not register contact information.

PROPOSER'S NAME and POINT OF CONTACT:	E-MAIL ADDRESS:	MAILING ADDRESS:	PHONE CONTACT NUMBERS:	DATE OF REQUEST FOR RFP (PICKUP DATE):



Paul S Rolinski <paul.rolinski@gfd.guam.gov>

RFP #GFD-001-2019, Amendment No. 001

2 messages

Paul S Rolinski <paul.rolinski@gfd.guam.gov>

Wed, Jan 30, 2019 at 2:53 PM


To: scottj@allstarcopier.com, Chamran Kian-CPD230 <kian.chamran@motorolasolutions.com>, Roxanne Quichocho <roxanne.quichocho@gu.g4s.com>, Franklin Artero <franklin@pdsguam.com>, Vincent Munoz <vince.munoz@nextgensys.com>, Tommy Thompson <tthompson@microautomation.com>, Jeff Winbourne <JWinbourne@w-llc.com>, Gerry Gervais <gerry.gervais@emergensys.net>, Cameron DiVito <cameron.divito@intellitechcorp.com>, Don Lashley <don.lashley@centralsquare.com>, Ken Schulte <ken.schulte@centralsquare.com>, Tony Parrott <tparrott@solacom.com>, "Wilson, Todd A" <tw9324@att.com>, Tyler Thompson <tthompson@geo-comm.com>, paul.wilson@centralsquare.com

Please find attached to this e-mail Amendment No. 001 issued by GFD, amending the provisions of RFP #GFD-001-2019; replacing Section VI, Affidavit re: No Gratuities or Kickbacks (AG Form 004) on page 88 of the RFP with a new, corrected Section VI, (Amended) Affidavit re: No Gratuities or Kickbacks (AG Form 004). Please use this corrected form for your Proposal submission.

Thank you for your interest in RFP #GFD-001-2019,

Paul Rolinski
**E-911 Emergency Medical Dispatcher Supervisor/
M.I.S - I.T./Radio Communications Officer**
Guam Fire Department
Contact: 787-5470

CONFIDENTIALITY NOTICE: This email and any files transmitted with it may be legally privileged and confidential and is intended solely for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any review, dissemination or copying of this email, or taking any action in reliance on the contents of this information is strictly prohibited. If you received this transmission in error, please notify me immediately by e-mail or telephone to arrange for the return of this email and any files to us or to verify it has been deleted from your system.

 **RFP GFD-001-2019 Amendment No. 001 (AG Form 004).pdf**
53K

Kian Chamran <kian.chamran@motorolasolutions.com>
To: Paul S Rolinski <paul.rolinski@gfd.guam.gov>

Wed, Jan 30, 2019 at 3:56 PM

Hafa Adai Paul – Motorola Solutions Inc acknowledges receipt of Amendment No 001.

Regards,
Kian

Minutes or summary of pre-submission conferences, but only if conferences were held:

N/A

Logs of attendees of pre-submission conferences, but only if conferences were held:

N/A

Sections

WITHHOLDING ASSESSMENT FEE

All procurements of professional services are subject to a withholding assessment fee for non-resident persons.

Does this mean, Guam requires a 4% income tax on all personnel? If so, does Guam have a reciprocity agreement with all 50 states?

GENERAL SCOPE OF SERVICES

4. Upon successful design and acceptance of the new System, the Offeror must ensure no break in 9-1-1 services in Guam and continue the current E9-1-1 system's operation while transitioning to the new System.

Does this mean, GFD is expecting the selected vendor to support the existing system, while the new system is being installed, tested, and turned up?

Design and installation of one (1) PSAP (Public Safety Answering Point) with ten (10) workstations and four (4) Mobile backup systems for the Continuity of Operations Plan (COOP); to include the latest in ergonomic design and structural components of the new workstations as part of the design phase. The ten (10) workstations should consist of eight (8) regular dispatch workstations and two (2) supervisory workstations.

It is unclear exactly what constitutes "Mobile backup systems." Please identify more specifically the equipment referenced.

The new System should support such features as text messages for emergencies, images and video (including support for American Sign Language users), call-recording, and easy access to additional data such as telematics data, building plans and medical information over a common data network.

Will the video require storage and will "chain of evidence" be required? What is the duration of storage requirements (i.e., 3 years, 5 years, unlimited)?

5. The Offeror to whom a contract is a The awarded contractor will also be responsible for integration of certain existing data centers or host PSAPs within the System.

Please define or identify the "certain existing data centers."

SOFTWARE MAINTENANCE

A. The Offeror's Proposal shall..... describe their willingness to assist GFD with non-defective application support system issues.

What does this sentence mean? Is the intent that the Offeror shall support other applications not provided by the Vendor as part of the integrated system proposal?

Is it a requirement that while calls are in Queue that their ALI is also shown on all agents' screens?

11. Immediately thereafter the ANI Controller should automatically extend the calling number data to the ALI computer. Then, the ALI information should display the caller's address with the ANI. Systems that wait to retrieve ALI until the call is answered are not acceptable.

This provision seems is in conflict with previous requirements, such as item 7 above as well as other sections of the RFP.

12. The proposed System should be configurable to allow Call Takers to bypass ACD assignment and answer any ringing 9-1-1 call directly. Permission to change this feature can be assigned on a per user basis.

Is this a requirement to allow a call taker the ability to select a call that is in Queue ahead of any other call in that Queue, or is it to allow an Agent who is not part of the Queue to be able to answer a call in Queue from another Agent's Queue?

N. GFD NG9-1-1 SYSTEM OBJECTIVES

3. Provide mobile call taking positions.

Mobile call taking positions are positions which can take, process and handle 911 calls while on the move? Or are these COOP stations? Will these stations also be required to have ALI, as well?

8. Implement NG9-1-1 Mapping solution.

Does the GFD have all Mapping/GIS, etc. available?

10. NG9-1-1 solution should have a recording function to replace the government of Guam's existing NICE Word-Net 3 logging recorder.

Will this recorder function also be required to record Radio, Video, 911, Text to 911 and administrative calls?

12. NG9-1-1 solution should transfer emergency calls to the Joint Region Marianas (JRM) Guam Regional Dispatch Center (RDC) on Navy Base Guam and Andersen AFB primary and alternate consolidated dispatch centers. The transfer of emergency calls includes voice and appropriate ANI/ALI information to the Department of Defense team's respective Telephony systems.

Is this requirement Voice only? Or does it include Administrative calls, Video, and Text to 911? Will this functionality also accommodate conferencing, as well? Will ALI also be required to transfer with the call?



January 25, 2018

Paul Rolinski
Guam Fire Department
238 Archbishop Flores Street
DNA Building, Suite 1001
Hagatna, Guam 96910

Subject: RFP# GFD -001-20019 – Vendor Questions

Hafa Adai Mr. Rolinski:

Motorola Solutions Inc. (Motorola) is submitting the attached questions in relation to the above referenced solicitation for a Next Generation 9-1-1 System and Integrated Computer Aided Dispatch System.

I will be acting as the primary point of contact for this effort. Please contact me with any questions or concerns at (1-671-647-6144) or via email at kian.chamran@motorolasolutions.com.

Thank you for your interest in Motorola as your source for advanced communications equipment and services.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kian Chamran'.

Kian Chamran
Motorola Solutions, Inc.

timesheets; memoranda; and correspondence.”

d) “GFD, the government of Guam and/or any authorized representatives may enter and audit the **cost or pricing data, books, and records of the Offeror or any subcontractor**

This solicitation is for a fixed priced contract for “commercial items. As stated, generally “cost” information is not relevant to commercial item transactions, so the review and audit of cost information should not be required.

In addition, this is a fixed price contract, and NOT a cost reimbursement contract so the review of “costs incurred”, “cost of goods, “out of pocket expenses”, “other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips, bank statements; journals” , and “payroll documents”; and “timesheets” should not be required.

Question: Would GFD consider limiting the scope of the Audits of Records provision to remove requirements related to cost information, and requirements for providing supporting information for cost reimbursable items.

As a suggestion, below is a modified version of the Examination of Records provision used in U.S. Federal commercial item transactions [Reference FAR 52.212-5 (d)]; we substituted GFD for the Comptroller General of the United States.

(1) The GFD, or an authorized representative of the GFD, shall have access to and right to examine any of the Contractor’s directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

3) Page 86 IV. Affidavit Disclosing Ownership and Commissions (AG Form 002) and Page 88 VI. Affidavit Re: No Gratuities or Kickbacks (AG Form)

Question: The same form is being used for both affidavits. Will the proper form for the Affidavit Re: No Gratuities or Kickbacks be forwarded.



RECEIVED
DS 1-25-19 3:48PM

January 25, 2019

Via Hand Delivery

Mr. Paul S. Rolinski, Emergency Medical Dispatcher Supervisor
Single Point of Contact for RFP#GFD-001-2019
Guam Fire Department
238 Archbishop Flores Street
DNA Building, 10th Floor, Suite 1001
Hagatna, GU 96910

Subject: GFD-001-2019 RFP: Pacific Data Systems Questions

Hafa Adai Mr. Rolinski,

Further to the instructions contained in the above referenced Guam Fire Department (GFD) Request for Proposal (RFP), Pacific Data Systems (PDS) now submits the following requests for clarification:

1. Reference page 6 I. Instructions to Offerors PURPOSE, please confirm the that this procurement is for the acquisition and of a Next Generation 9-1-1 System and Integrated Computer Aided Dispatch (CAD) including the Design, Installation, and Maintenance of the System. This question is based on the mention and inclusion of other Application Solutions in the RFP (pages 55, 80-82 of the RFP refers to RMS and MDS systems and thus creates ambiguities regarding the system capabilities that should be proposed).
2. Reference page 6 I. Instructions to Offerors PURPOSE, **2. NG9-1-1 Services Functions. GFD seeks to acquire a private and secure IP network infrastructure, called an emergency services IP network ("ESInet"), and associated services. This network and services will interconnect Public Safety Answering Points ("PSAPs") and other points-of-interconnection ("POIs").** Since GFD only operates a single PSAP, please clarify if there is a requirement to procure an ESINET and if so, please provide specific requirements that identify the locations that need to be connected via the ESINET and the capacity and characteristics of these connections.
3. Reference page 6 I. Instructions to Offerors PURPOSE, 4. Provider Responsibilities, please clarify the Provider responsibilities in this section that specify the Provider will "operate" all equipment, software and materials necessary, as well as ensuring that such equipment, software, and materials are inspected, "managed" and maintained in good working order for the term of the Agreement. These Provider Responsibilities seem to indicate that the Provider is to actively manage and administer the systems used support the Applications Software solutions. These activities appear to be separate and in addition to the Providers Responsibility to provide support and maintenance for the system.

Pacific Data Systems

121 Robat Street, Suite 101, Maite, GU 96910 | Main: 300-0200| Fax: 300-0265 www.pdsguam.com



Pacific Data Systems

4. Reference page 6 I. Instructions to Offerors PURPOSE, 4. Provider Responsibilities, please clarify if the Provider responsibilities include replacement of the existing Uninterruptable Power System (UPS) currently in use at the present 911 center.
5. Reference page 35 related to Local Preference, should qualified Bidders submit form GSA's form in order to qualify for local preference reference 5 GCA §5008.
6. Reference Page 32, we request that GFD provide Offerors with layouts of the existing facilities at the 911 Center including the 911 Center, Server Room, and Telecom Room.
7. Reference Page 80, please define the abbreviated term "RMS" and any requirements related to this.
8. Reference Page 85, please confirm that the newly appointed Fire and Police Chiefs have reviewed and approved this RFP.
9. Reference Page 79 Video, Items #1 and 2. Please clarify what these items mean in terms of this section.
10. Reference Page 79 Video Item #4. PTZ - Please define this acronym.
11. General Questions - If the system is hosted at a location other than Guam and the end user equipment is the only items accessible to GFD, is this acceptable?
12. General Question - If the system is hosted at a location on Guam other than the present location, is this acceptable?

The PDS Single Point of Contact regarding this procurement is Franklin Artero (Tel: 300-0225 or email: franklin@pdsguam.com). Please contact Franklin regarding the above questions/clarification requests.

All of us at PDS appreciate the opportunity to participate in this procurement and we look forward to your responses to the above questions/requests for clarifications so that we may prepare our proposal submission accordingly.

Sincerely,

A handwritten signature in black ink, appearing to read 'John Day'.

John Day
President/COO

Pacific Data Systems

121 Robat Street, Suite 101, Maite, GU 96910 | Main: 300-0200 | Fax: 300-0265 www.pdsguam.com

**RFP # GFD-001-2019 QUESTIONS SUBMITTED AND ANSWERS:
DATE ISSUED: January 30, 2019**

QUESTION #	INQUIRER	WRITTEN QUESTION	GUAM FIRE DEPARTMENT RESPONSE
1	AT&T	<p>WITHHOLDING ASSESSMENT FEE All procurements of professional services are subject to a withholding assessment fee for non-resident persons. Does this mean, Guam requires a 4% income tax on all personnel? If so, does Guam have a reciprocity agreement with all 50 states?</p>	<p>All resident businesses licensed to conduct business in Guam are subject to a five percent (5%) Business Privilege Tax (BPT) levied on the business' gross receipts in Guam pursuant to Title 11, Chapter 26, Article 2 of the Guam Code Annotated. The Withholding Assessment Fee is a roughly equivalent tax imposed upon the total contract value of any contract awarded by the government of Guam to a business or contractor who is conducting business in Guam, but who has not obtained a Guam Business license, as a cost of doing business with the government of Guam. It is not imposed on individual personnel or the personal income of personnel. This RFP requires the selected Offeror to obtain a Guam Business License in order to enter into a contract under this RFP; therefore, the selected Offeror will be subject to the five percent (5%) BPT, not the four percent (4%) Withholding Assessment Fee. However, 11 GCA § 71114(b)(3) requires this notification to be included in all Requests</p>

		<p>Design and installation of one (1) PSAP (Public Safety Answering Point) with ten (10) workstations and four (4) Mobile backup systems for the Continuity of Operations Plan (COOP); to include the latest in ergonomic design and structural components of the new workstations as part of the design phase. The ten (10) workstations should consist of eight (8) regular dispatch workstations and two (2) supervisory workstations. It is unclear exactly what constitutes "Mobile backup systems." Please identify more specifically the equipment referenced.</p>	<p>typhoons. These cataclysmic events are capable of destroying buildings and infrastructure. Currently, Guam has a portable back up 9-1-1 system. In case of power outages, other outages, or destruction of physical locations, there must be battery-powered, generator powered, or other back-up methods of continuing the NG9-1-1 system or services during outages or other periods of inoperability. Please include a disaster recovery back up plan and a design for a portable, movable, or other type of back-up system in the Proposal.</p> <p>Please see RFP Section III, Scope of Services, General Scope of Services, pp. 37-38, paragraph 1. Each Offeror is responsible for proposing and designing a portable, movable, or other back-up system that will be able operate Guam's NG9-1-1 services in the event that Guam's PSAP location is rendered unable to provide NG9-1-1 services for any reason. Offerors shall provide a detailed description of the benefits and quality of any resources, equipment, and/or facilities Offeror intends to utilize to create this portable, movable, or other back-up system for GFD. Points are awarded and Offerors are ranked</p>
--	--	---	--

		<p>with non-defective application support system issues.</p> <p>What does this sentence mean? Is the intent that the Offeror shall support other applications not provided by the Vendor as part of the integrated system proposal?</p>	<p>System, such as issues caused by: user error, power surges, power outages, etc. Non-defective application support may include: system configuration, performance tuning, and other support that would normally fall outside the scope of a typical support call. These lists are not exhaustive.</p> <p>It is not the intent that the Awarded Contractor shall support other applications not offered or provided by the Awarded Contractor, unless such support becomes necessary to achieve the goals stated in the RFP, such as a seamless transition to the new NG9-1-1 System.</p>
7	AT&T	<p>PROPOSED NG9-1-1 SYSTEM GUAM E9-1-1/FIRE DISPATCH CENTER</p> <p>The System platform should support the taking of emergency, critical, and administrative calls for eight (8) workstations and two (2) supervisory workstations (expandable to 12 or more). Can the anticipated/projected number of workstations (expandable to 12 or more) be more discreetly defined (i.e., maximum number of workstations envisioned)?</p>	<p>The current anticipated number of workstations is eight (8) workstations and two (2) supervisory workstations. Offerors may design a System that has the capability to be expanded to accommodate additional workstations in the future. There is no maximum number of workstations for this expansion capability.</p>
8	AT&T	<p>PROPOSED NG9-1-1 SYSTEM FEATURES</p> <p>1. IP based location acquisition and validation, and call routing. Please define the call routing requirement, since only one (1) GFD PSAP exists on island.</p>	<p>“Call routing” describes the System capability or function that can route calls or call information from the PSAP to individual emergency response agencies and their locations. While there is only one</p>

11	AT&T	<p>PROPOSED NG9-1-1 SYSTEM FEATURES</p> <p>18. Any authorized call taker or supervisor should have the ability to join an existing call by clicking on the appropriate call indicator on their screen. Upon entering any 9-1-1 or administrative call for which ANI, CBN, ALI, or caller ID information is available, such information should be immediately displayed on the call taker's display, and all parties should be in conference. Does "call taker's display" mean the supervisor or authorized call taker screen, as well as the existing call taker?</p>	Yes.
12	AT&T	<p>THE FOLLOWING TELEPHONY INTERFACES SHOULD BE SUPPORTED:</p> <p>13. The Central Communications Platform should provide two output interfaces to the ALI Retrieval system and have an auto ALI re-bid capability. Does this mean there is an existing ALI Database in use?</p>	Yes. There is an existing ALI database in use.
13	AT&T	<p>THE FOLLOWING TELEPHONY INTERFACES SHOULD BE SUPPORTED:</p> <p>14. The proposed System should provide the ability to display ALI information to the call-taker before the call is answered. Is the current ALI database formatted to meet NENA standards?</p>	It is not configured for the latest NENA i3 standards; it is configured for an older NENA standard.
14	AT&T	<p>THE FOLLOWING TELEPHONY INTERFACES SHOULD BE SUPPORTED:</p> <p>CENTRAL COMMUNICATIONS PLATFORM</p> <p>7. The proposed System should allow supervisors and/or call-</p>	No.

			Offerors may propose whether this capability is performed by ANI/ALI functions or the ECRF and GIS data location function for NG9-1-1 in their Proposals.
16	AT&T	<p>THE FOLLOWING TELEPHONY INTERFACES SHOULD BE SUPPORTED: CENTRAL COMMUNICATIONS PLATFORM</p> <p>12. The proposed System should be configurable to allow Call Takers to bypass ACD assignment and answer any ringing 9-1-1 call directly. Permission to change this feature can be assigned on a per user basis.</p> <p>Is this a requirement to allow a call taker the ability to select a call that is in Queue ahead of any other call in that Queue, or is it to allow an Agent who is not part of the Queue to be able to answer a call in Queue from another Agent's Queue?</p>	This suggested feature would allow a call taker the ability to select a call that is in queue ahead of any other call in that queue and would allow a call taker to answer a call from another agent's queue, if this function has been assigned to a particular call taker.
17	AT&T	<p>GFD NG9-1-1 SYSTEM OBJECTIVES</p> <p>3. Provide mobile call taking positions.</p> <p>Mobile call taking positions are positions which can take, process and handle 911 calls while on the move? Or are these COOP stations? Will these stations also be required to have ALI, as well?</p>	<p>Mobile call taking positions are positions which can take, process, and handle 9-1-1 calls while on the move. Please see RFP Section III, Scope of Services, General Scope of Services, pp. 37-38, paragraph 1, regarding whether Offerors should offer ALI for any mobile call taking positions:</p> <p>"Offerors are encouraged to offer their own opinions and suggestions regarding the Scope of Services for the System, equipment, and Services in their Proposals. GFD has developed lists of</p>

			GFD is relying upon Offerors to present the most feasible and best quality Proposal regarding what is achievable for the new System.
20	AT&T	<p>GFD NG9-1-1 SYSTEM OBJECTIVES</p> <p>12. NG9-1-1 solution should transfer emergency calls to the Joint Region Marianas (JRM) Guam Regional Dispatch Center (RDC) on Navy Base Guam and Andersen AFB primary and alternate consolidated dispatch centers. The transfer of emergency calls includes voice and appropriate ANI/ALI information to the Department of Defense team's respective Telephony systems.</p> <p>Is this requirement Voice only? Or does it include Administrative calls, Video, and Text to 911? Will this functionality also accommodate conferencing, as well? Will ALI also be required to transfer with the call?</p>	<p>Please see RFP Section III, Scope of Services, General Scope of Services, pp. 37-38, paragraph 1: "Offerors are encouraged to offer their own opinions and suggestions regarding the Scope of Services for the System, equipment, and Services in their Proposals. GFD has developed lists of goals and factors desired for the new NG9-1-1 System and the integrated CAD System, hereinafter contained in this Scope of Services; but these listings of goals and factors are not definitive. They are merely provided as guidelines for Offerors." Id. (emphasis added).</p> <p>GFD is relying upon Offerors to present the most feasible and best quality Proposal regarding what is achievable for the new System.</p>
21	AT&T	<p>NG9-1-1 MAINTENANCE AND SERVICES</p> <p>3. Software Updates: The awarded contractor must provide – at no cost to the Government of Guam – all software releases designed to enhance the proposed System and to keep the proposed System state-of-the-art for a period of not less than three (3) years after any system purchase and/or the</p>	<p>GFD would like the selected Offeror to agree to provide GFD with any released software updates for the System a period of three (3) years after the expiration of the contract or GFD's purchase of the System. Please refer to RFP Section III, Scope of Services, General Scope of Services, pp. 37-38, paragraph 1:</p>

		<p>features, are considered “commercial items”. Under U.S. Federal procurement regulations “commercial items” are exempt from the requirements to provide Certified Cost or Pricing Data [Reference FAR 15.403-1 (b) (3)]. For commercial items the determination of price reasonableness is based a “price analysis” and does not involve the review of cost data. The rationale for this approach is as follows: 1) many contractors that provide commercial items do not have the CAS accounting systems needed to collect and segregate costs, or the associated rates and factors systems, and 2) the premise behind commercial item purchases is for the Government to procurement these items based upon the commercial PRICING offered by these contractors. The standard used in U.S. Federal procurements is for the Government to use price analysis techniques for price reasonable determinations, and if required, to request “Other Than” certified cost or pricing data to support the proposed pricing.</p> <p>Question: Would The(sic) GFD consider modifying this section to specify that “cost” information is not required to be submitted, and “Other Than” certified cost of pricing data is sufficient to meet this solicitation requirement. (Emphasis in original).</p>	<p>that a Certificate of Current Cost or Pricing Data may be required, notice of this requirement shall be included in the solicitation.” Cost or Pricing Data and the Certification of Cost or Pricing Data are anticipated to be required under 5 GCA § 5232 of Guam’s Procurement Law, 2 GAR, Div. 4, § 3118(b)(1)(A), and 2 GAR, Div. § 3114(k). Guam’s Procurement Law does not match the Federal Acquisition Regulations and does not contain a specific exception for “commercial items.” Nor is this procurement funded in any part with federal funds. If an Offeror is selected for negotiations, the Offeror will have an opportunity at that time to discuss exceptions or waiver of certain data with GFD when and if such data is requested, pursuant to the provisions of 2 GAR, Div. 4, § 3118.</p>
23	Motorola Solutions Inc.	Page 33/34 of the subject solicitation provides GFD with extensive Access to Records and Audit rights. While we agree that “directly pertinent documents related to this specific project,	This provision of the RFP is mandated and governed by Guam’s Procurement Rules and Regulations. Please see 2 GAR, Div. 4 § 3124, Right to Audit Records;

logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence.”

d) “GFD, the government of Guam and/or any authorized representatives may enter and audit the **cost or pricing data, books, and records of the Offeror or any subcontractor**

This solicitation is for a fixed priced contract for “commercial items. As stated, generally “cost” information is not relevant to commercial item transactions, so the review and audit of cost information should not be required.

In addition, this is a fixed price contract, and NOT a cost reimbursement contract so the review of “costs incurred”, “cost of goods”, “out of pocket expenses”, “other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips, bank statements; journals”, and “payroll documents”; and “timesheets” should not be required.

Question: Would GFD consider limiting the scope of the Audits of Records provision to remove requirements related to cost information, and requirements for providing supporting information for cost reimbursable items.

As a suggestion, below is a modified version of the Examination of Records provision used in U.S. Federal commercial item transactions [Reference FAR 52.212-5 (d)]; we substituted GFD for the Comptroller General of the United States.

		proper form for the Affidavit Re: No Gratuities or Kickbacks be forwarded. (Emphasis in original).	correct AG Form 004 will be sent to all registered prospective Offerors, to be executed and submitted with all Proposals.
25	Pacific Data Systems	Reference page 6 I. Instructions to Offerors PURPOSE, please confirm the(sic) that this procurement is for the acquisition and(sic) of a Next Generation 9-1-1 System and Integrated Computer Aided Dispatch (CAD) including the Design, Installation, and Maintenance of the System. This question is based on the mention and inclusion of other Application Solutions in the RFP (pages 55, 80-82 of the RFP refers to RMS and MDS systems and thus creates ambiguities regarding the system capabilities that should be proposed).	This procurement is for the acquisition of professional services for the design, installation, maintenance, operation, and support of a Next Generation 9-1-1 System and Integrated Computer Aided Dispatch (CAD) system. However, please note RFP Section III, Scope of Services, General Scope of Services, pp. 37-38, paragraph 1: "Offerors are encouraged to offer their own opinions and suggestions regarding the Scope of Services for the System, equipment, and Services in their Proposals. GFD has developed lists of goals and factors desired for the new NG9-1-1 System and the integrated CAD System, hereinafter contained in this Scope of Services; but <u>these listings of goals and factors are not definitive. They are merely provided as guidelines for Offerors.</u> " <i>Id.</i> (emphasis added). GFD is relying upon Offerors to present the most feasible and best quality Proposal regarding what is achievable for the new System, including applications and system capabilities.
26	Pacific Data Systems	Reference page 6 I. Instructions to Offerors PURPOSE, 2. NG9-1-1	Please see RFP Section III, Scope of Services, General

		the Providers (sic) Responsibility to provide support and maintenance for the system.	
28	Pacific Data Systems	Reference page 6, I. Instructions to Offerors, PURPOSE, 4. Provider Responsibilities, please clarify if the Provider responsibilities include replacement of the existing Uninterruptable Power System (UPS) currently in use at the present 911 center.	See RFP Section I, Instructions to Offerors, Purpose, p. 6, paragraph 4. Offeror "will design, select, engineer, install, maintain, operate, and support all equipment, software, and materials necessary to migrate Guam's Enhanced 9-1-1 ("E9-1-1") system from its current fixed telephony-based system to the integrated NG9-1-1 and CAD System.... this is to be a complete turnkey solution." Offerors may propose to use the UPS currently in use, or may offer to replace it, depending on the power needs of the System proposed in the Offeror's Proposal. GFD is relying upon Offerors to present the most feasible and best quality Proposal regarding what is achievable for the new System.
29	Pacific Data Systems	Reference page 35 related to Local Preference, should qualified Bidders submit form(sic) GSA's form in order to qualify for local preference reference 5 GCA § 5008.	No. The GSA form referenced is not applicable to this Request for Proposals for professional services.
30	Pacific Data Systems	Reference Page 32, we request that GFD provide Offerors with layouts of the existing facilities at the 911 Center including the 911 Center, Server Room, and Telecom Room.	Due to security concerns, these layouts and building plans are confidential and will only be released to the Awarded Contractor.
31	Pacific Data Systems	Reference Page 80, please define the abbreviated term "RMS" and any requirements related to this.	"RMS" refers to "Records Management System." GFD currently uses ImageTrend

		is the only items accessible to GFD, is this acceptable?	form. However, the contract that results from this solicitation will be a multi-term service contract and lease of equipment with an option to purchase. "The ability to purchase the system after design and installation is also imperative." See RFP Section I, Instructions to Offerors, Type of Contract to be Offered and Term, p. 7. It is generally anticipated that the PSAP, many system components, and possibly any physical servers required will be physically located in Guam, based on Guam's location and distance from other geographical locations; and to allow GFD to be able to effectively exercise the option to purchase the system. However, it is up to each Offeror to design a unique and innovative System in any form that offers the most benefit to GFD and the people of Guam.
36	Pacific Data Systems	General Question – If the system is hosted at a location on Guam other than the present location, is this acceptable?	Access to and hosting of the System may be proposed and configured in the Offeror's Proposal in any form. GFD is relying upon Offerors to present the most feasible and best quality Proposal regarding what is achievable for the new System.

END OF QUESTIONS AND ANSWERS.



Paul S Rolinski <paul.rolinski@gfd.guam.gov>

RFP #GFD-001-2019, Questions and Answers

2 messages

Paul S Rolinski <paul.rolinski@gfd.guam.gov>

Wed, Jan 30, 2019 at 2:48 PM

To: scottj@allstarcopier.com, Chamran Kian-CPD230 <kian.chamran@motorolasolutions.com>, Roxanne Quichocho <roxanne.quichocho@gu.g4s.com>, Franklin Artero <franklin@pdsguam.com>, Vincent Munoz <vince.munoz@nextgensys.com>, Tommy Thompson <tthompson@microautomation.com>, Jeff Winbourne <JWinbourne@w-llc.com>, Gerry Gervais <gerry.gervais@emergensys.net>, Cameron DiVito <cameron.divito@intellitechcorp.com>, Don Lashley <don.lashley@centralsquare.com>, Ken Schulte <ken.schulte@centralsquare.com>, Tony Parrott <tparrott@solacom.com>, "Wilson, Todd A" <tw9324@att.com>, Tyler Thompson <tthompson@geo-comm.com>, paul.wilson@centralsquare.com

Please find attached to this e-mail all of the questions submitted to GFD concerning the terms and provisions of RFP #GFD-001-2019, along with GFD's responses to those questions.

Thank you for your interest in RFP #GFD-001-2019,

Paul Rolinski
**E-911 Emergency Medical Dispatcher Supervisor/
M.I.S - I.T./Radio Communications Officer**
Guam Fire Department
Contact: 787-5470

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RFP GFD-001-2019_ Questions and Answers.pdf
122K

Kian Chamran <kian.chamran@motorolasolutions.com>

Wed, Jan 30, 2019 at 3:55 PM

To: Paul S Rolinski <paul.rolinski@gfd.guam.gov>

Hafa Adai Paul – Motorola Solutions Inc acknowledges receipt of the Questions and Answers.

Regards,

Kian

From: Paul S Rolinski [mailto:paul.rolinski@gfd.guam.gov]

Sent: Wednesday, January 30, 2019 2:49 PM

REGISTER OF PROPOSALS

REQUEST FOR PROPOSALS # GFD-001-2019

The Guam Fire Department has issued a Request for Proposals for NG-911 Project, requiring *PROFESSIONAL NEXT GENERATION 9-1-1 AND INTEGRATED CAD SYSTEM DESIGN, INSTALLATION, AND MAINTENANCE SERVICES (NG9-1-1)* services. All Proposals and modifications to Proposals submitted shall be time-stamped and dated upon receipt.

PROPOSER'S NAME and POINT OF CONTACT:	DATE AND TIME OF ORIGINAL PROPOSAL SUBMISSION:	DATE(S) and TIME OF SUBMISSION OF MODIFICATION(S) TO PROPOSAL (IF ANY):	TOTAL NUMBER OF MODIFICATIONS RECEIVED:
AT&T Todd A Wilson	2-27-19 1220 PM		
CentraSquare Technologies Ken Schulte	2-28-19 940 am		
Isia Pacific John Wmtaco	3-1-19 1:57 PM		
ISIA PACIFIC TELECOM	3-21-19 1109 am	3-21-19 1109 am	1
ISIA Pacific Telecoms, Inc		3-24-19 0925 am	1

Proposal Evaluation: AT&T

Factor	Evaluation Criteria	Octavius Concepcion	Total Points	Point Score
		Evaluation Notes		
Quality of Proposal Content and Plan for Performing the Required Services	Overall quality, comprehensiveness, and value of the Proposal's presentation regarding the Services that provides the most benefit to Guam and in responding to items described in the Scope of Services section of this RFP. Proposed plan and method for accomplishing the Services, avoiding problems and delays, and resolving conflict. The Offeror's approach to completing this Project on budget, on schedule, with high quality; and Offeror's plans to meet the Bureau of Statistics and Plan's goals for the Services.	<ul style="list-style-type: none"> - They have a long history on Guam - They worked on Guam with setting up other dispatch centers - Resolved issue Island has. - well explained. 	25	25
Ability, Qualifications, Experience, and Quality of Personnel, Equipment, and Facilities	Specialized experience and qualifications of designated Project personnel to perform the Services, as reflected by technical training and education, general experience, specific experience in providing the Services, and the qualifications and abilities of personnel proposed to be assigned to perform the Services. Specialized benefits and/or quality of the Offeror's resources, equipment, and/or any facilities Offeror intends to utilize to perform the Services.	<ul style="list-style-type: none"> - well educated individuals - many years of experience - National level expert/Software 	20	28
Availability and Capacity of Offeror	The Offeror's current capacity to successfully apply its skills and resources to perform and complete the Services on time and within budget at a level of quality expected by the BSP. This includes an evaluation of the resources, personnel, facilities, and equipment currently available to perform the Services or demonstrably available at the time of contracting, and an evaluation of the Project Organizational Chart to complete the Services.	<ul style="list-style-type: none"> - off island personnel that travel slow down immediate help. 	20	18
Offeror's Record of Past Performance on Similar Projects	The Offeror's specialized experience on projects similar in scope and type. Successful performance on projects that are similar in nature and scope. A demonstrated track record of effective planning, scheduling and on-time delivery performance on those similar projects. Successful performance of similar past projects. A demonstrated track record of teamwork, cooperation, fair dealing, client service	<ul style="list-style-type: none"> - As per Proposal all projects completed on time - As per Proposal P20 Annex Record was good 	25	25

Proposal Evaluation: AT&T

Factor	Evaluation Criteria	Bobbie Jean Mendiola	Total Points	Point Score
		Evaluation Notes		
Quality of Proposal Content and Plan for Performing the Required Services	Overall quality, comprehensiveness, and value of the Proposal's presentation regarding the Services that provides the most benefit to Guam and in responding to items described in the Scope of Services section of this RFP. Proposed plan and method for accomplishing the Services, avoiding problems and delays, and resolving conflict. The Offeror's approach to completing this Project on budget, on schedule, with high quality; and Offeror's plans to meet the Bureau of Statistics and Plan's goals for the Services.		25	20
Ability, Qualifications, Experience, and Quality of Personnel, Equipment, and Facilities	Specialized experience and qualifications of designated Project personnel to perform the Services, as reflected by technical training and education, general experience, specific experience in providing the Services, and the qualifications and abilities of personnel proposed to be assigned to perform the Services. Specialized benefits and/or quality of the Offeror's resources, equipment, and/or any facilities Offeror intends to utilize to perform the Services.		20	15
Availability and Capacity of Offeror	The Offeror's current capacity to successfully apply its skills, and resources to perform and complete the Services on time and within budget at a level of quality expected by the BSP. This includes an evaluation of the resources, personnel, facilities, and equipment currently available to perform the Services or demonstrably available at the time of contracting, and an evaluation of the Project Organizational Chart to complete the Services.		20	20
Offeror's Record of Past Performance on Similar Projects	The Offeror's specialized experience on projects similar in scope and type. Successful performance on projects that are similar in nature and scope. A demonstrated track record of effective planning, scheduling and on-time delivery performance on those similar projects. Successful performance of similar past projects. A demonstrated track record of teamwork, cooperation, fair dealing, client service		25	20

Proposal Evaluation: AT&T

Factor	Evaluation Criteria	Daniel Taitano	Total Points	Point Score
		Evaluation Notes		
Quality of Proposal Content and Plan for Performing the Required Services	Overall quality, comprehensiveness, and value of the Proposal's presentation regarding the Services that provides the most benefit to Guam and in responding to items described in the Scope of Services section of this RFP. Proposed plan and method for accomplishing the Services, avoiding problems and delays, and resolving conflict. The Offeror's approach to completing this Project on budget, on schedule, with high quality; and Offeror's plans to meet the Bureau of Statistics and Plan's goals for the Services.		25	25
Ability, Qualifications, Experience, and Quality of Personnel, Equipment, and Facilities	Specialized experience and qualifications of designated Project personnel to perform the Services, as reflected by technical training and education, general experience, specific experience in providing the Services, and the qualifications and abilities of personnel proposed to be assigned to perform the Services. Specialized benefits and/or quality of the Offeror's resources, equipment, and/or any facilities Offeror intends to utilize to perform the Services.		20	20
Availability and Capacity of Offeror	The Offeror's current capacity to successfully apply its skills and resources to perform and complete the Services on time and within budget at a level of quality expected by the BSP. This includes an evaluation of the resources, personnel, facilities, and equipment currently available to perform the Services or demonstrably available at the time of contracting, and an evaluation of the Project Organizational Chart to complete the Services.		20	20
Offeror's Record of Past Performance on Similar Projects	The Offeror's specialized experience on projects similar in scope and type. Successful performance on projects that are similar in nature and scope. A demonstrated track record of effective planning, scheduling and on-time delivery performance on those similar projects. Successful performance of similar past projects. A demonstrated track record of teamwork, cooperation, fair dealing, client service		25	25

Proposal Evaluation: AT&T

Factor	Evaluation Criteria	Louie Perez	Total Points	Point Score
		Evaluation Notes		
Quality of Proposal Content and Plan for Performing the Required Services	Overall quality, comprehensiveness, and value of the Proposal's presentation regarding the Services that provides the most benefit to Guam and in responding to items described in the Scope of Services section of this RFP. Proposed plan and method for accomplishing the Services, avoiding problems and delays, and resolving conflict. The Offeror's approach to completing this Project on budget, on schedule, with high quality; and Offeror's plans to meet the Bureau of Statistics and Plan's goals for the Services.		25	20
Ability, Qualifications, Experience, and Quality of Personnel, Equipment, and Facilities	Specialized experience and qualifications of designated Project personnel to perform the Services, as reflected by technical training and education, general experience, specific experience in providing the Services, and the qualifications and abilities of personnel proposed to be assigned to perform the Services. Specialized benefits and/or quality of the Offeror's resources, equipment, and/or any facilities Offeror intends to utilize to perform the Services.		20	10
Availability and Capacity of Offeror	The Offeror's current capacity to successfully apply its skills and resources to perform and complete the Services on time and within budget at a level of quality expected by the BSP. This includes an evaluation of the resources, personnel, facilities, and equipment currently available to perform the Services or demonstrably available at the time of contracting, and an evaluation of the Project Organizational Chart to complete the Services.		20	15
Offeror's Record of Past Performance on Similar Projects	The Offeror's specialized experience on projects similar in scope and type. Successful performance on projects that are similar in nature and scope. A demonstrated track record of effective planning, scheduling and on-time delivery performance on those similar projects. Successful performance of similar past projects. A demonstrated track record of teamwork, cooperation, fair dealing, client service		25	20

Proposal Evaluation: AT&T

Factor	Evaluation Criteria	Leigh Pereda	Total Points	Point Score
		Evaluation Notes		
Quality of Proposal Content and Plan for Performing the Required Services	Overall quality, comprehensiveness, and value of the Proposal's presentation regarding the Services that provides the most benefit to Guam and in responding to items described in the Scope of Services section of this RFP. Proposed plan and method for accomplishing the Services, avoiding problems and delays, and resolving conflict. The Offeror's approach to completing this Project on budget, on schedule, with high quality; and Offeror's plans to meet the Bureau of Statistics and Plan's goals for the Services.	- well written	25	25
Ability, Qualifications, Experience, and Quality of Personnel, Equipment, and Facilities	Specialized experience and qualifications of designated Project personnel to perform the Services, as reflected by technical training and education, general experience, specific experience in providing the Services, and the qualifications and abilities of personnel proposed to be assigned to perform the Services. Specialized benefits and/or quality of the Offeror's resources, equipment, and/or any facilities Offeror intends to utilize to perform the Services.		20	18
Availability and Capacity of Offeror	The Offeror's current capacity to successfully apply its skills and resources to perform and complete the Services on time and within budget at a level of quality expected by the BSP. This includes an evaluation of the resources, personnel, facilities, and equipment currently available to perform the Services or demonstrably available at the time of contracting, and an evaluation of the Project Organizational Chart to complete the Services.	no local contact/ office 24/7/365 Hotline only	20	20 17
Offeror's Record of Past Performance on Similar Projects	The Offeror's specialized experience on projects similar in scope and type. Successful performance on projects that are similar in nature and scope. A demonstrated track record of effective planning, scheduling and on-time delivery performance on those similar projects. Successful performance of similar past projects. A demonstrated track record of teamwork, cooperation, fair dealing, client service	JRM System	25	20

Proposal Evaluation: Central Square

Factor	Evaluation Criteria	Octavius Concepcion	Total Points	Point Score
		Evaluation Notes		
Quality of Proposal Content and Plan for Performing the Required Services	Overall quality, comprehensiveness, and value of the Proposal's presentation regarding the Services that provides the most benefit to Guam and in responding to items described in the Scope of Services section of this RFP. Proposed plan and method for accomplishing the Services, avoiding problems and delays, and resolving conflict. The Offeror's approach to completing this Project on budget, on schedule, with high quality; and Offeror's plans to meet the Bureau of Statistics and Plan's goals for the Services.	<ul style="list-style-type: none"> - Problems with plan - No clear - Time <li style="padding-left: 20px;">- equipment. <li style="padding-left: 20px;">- off Island. 	25	8
Ability, Qualifications, Experience, and Quality of Personnel, Equipment, and Facilities	Specialized experience and qualifications of designated Project personnel to perform the Services, as reflected by technical training and education, general experience, specific experience in providing the Services, and the qualifications and abilities of personnel proposed to be assigned to perform the Services. Specialized benefits and/or quality of the Offeror's resources, equipment, and/or any facilities Offeror intends to utilize to perform the Services.	<ul style="list-style-type: none"> - Had line for line Items but Basic operations - Not clear 	20	8
Availability and Capacity of Offeror	The Offeror's current capacity to successfully apply its skills and resources to perform and complete the Services on time and within budget at a level of quality expected by the BSP. This includes an evaluation of the resources, personnel, facilities, and equipment currently available to perform the Services or demonstrably available at the time of contracting, and an evaluation of the Project Organizational Chart to complete the Services.	<p>No clear platform Just Name Drop</p>	20	6
Offeror's Record of Past Performance on Similar Projects	The Offeror's specialized experience on projects similar in scope and type. Successful performance on projects that are similar in nature and scope. A demonstrated track record of effective planning, scheduling and on-time delivery performance on those similar projects. Successful performance of similar past projects. A demonstrated track record of teamwork, cooperation, fair dealing, client service	<p>Just name drop No Proven system running</p>	25	6

Proposal Evaluation: Central Square

Factor	Evaluation Criteria	Bobbiejean Mendiola	Total Points	Point Score
		Evaluation Notes		
Quality of Proposal Content and Plan for Performing the Required Services	Overall quality, comprehensiveness, and value of the Proposal's presentation regarding the Services that provides the most benefit to Guam and in responding to items described in the Scope of Services section of this RFP. Proposed plan and method for accomplishing the Services, avoiding problems and delays, and resolving conflict. The Offeror's approach to completing this Project on budget, on schedule, with high quality; and Offeror's plans to meet the Bureau of Statistics and Plan's goals for the Services.	<i>Not so much on public safety needs to be more detailed.</i>	25	15
Ability, Qualifications, Experience, and Quality of Personnel, Equipment, and Facilities	Specialized experience and qualifications of designated Project personnel to perform the Services, as reflected by technical training and education, general experience, specific experience in providing the Services, and the qualifications and abilities of personnel proposed to be assigned to perform the Services. Specialized benefits and/or quality of the Offeror's resources, equipment, and/or any facilities Offeror intends to utilize to perform the Services.		20	10
Availability and Capacity of Offeror	The Offeror's current capacity to successfully apply its skills and resources to perform and complete the Services on time and within budget at a level of quality expected by the BSP. This includes an evaluation of the resources, personnel, facilities, and equipment currently available to perform the Services or demonstrably available at the time of contracting, and an evaluation of the Project Organizational Chart to complete the Services.		20	10
Offeror's Record of Past Performance on Similar Projects	The Offeror's specialized experience on projects similar in scope and type. Successful performance on projects that are similar in nature and scope. A demonstrated track record of effective planning, scheduling and on-time delivery performance on those similar projects. Successful performance of similar past projects. A demonstrated track record of teamwork, cooperation, fair dealing, client service	<i>There wasn't enough info or reviews from other agencies</i>	25	10

Proposal Evaluation: Central Square

Factor	Evaluation Criteria	Daniel Taitano	Total Points	Point Score
		Evaluation Notes		
Quality of Proposal Content and Plan for Performing the Required Services	Overall quality, comprehensiveness, and value of the Proposal's presentation regarding the Services that provides the most benefit to Guam and in responding to items described in the Scope of Services section of this RFP. Proposed plan and method for accomplishing the Services, avoiding problems and delays, and resolving conflict. The Offeror's approach to completing this Project on budget, on schedule, with high quality; and Offeror's plans to meet the Bureau of Statistics and Plan's goals for the Services.	POORLY WRITTEN PROPOSED PROPOSAL I DIDNT FEEL THAT THIS COMPANY WANTED THE PROJECT	25	15
Ability, Qualifications, Experience, and Quality of Personnel, Equipment, and Facilities	Specialized experience and qualifications of designated Project personnel to perform the Services, as reflected by technical training and education, general experience, specific experience in providing the Services, and the qualifications and abilities of personnel proposed to be assigned to perform the Services. Specialized benefits and/or quality of the Offeror's resources, equipment, and/or any facilities Offeror intends to utilize to perform the Services.	THE COMPANY I FEEL DOESNT KNOW MUCH OF EMERGENCY RESPONDE IMPORTANCE	20	10
Availability and Capacity of Offeror	The Offeror's current capacity to successfully apply its skills and resources to perform and complete the Services on time and within budget at a level of quality expected by the BSP. This includes an evaluation of the resources, personnel, facilities, and equipment currently available to perform the Services or demonstrably available at the time of contracting, and an evaluation of the Project Organizational Chart to complete the Services.	DONT FEEL THE COMPANY IS WILLING TO OFFER QUALITY SERVICE	20	10
Offeror's Record of Past Performance on Similar Projects	The Offeror's specialized experience on projects similar in scope and type. Successful performance on projects that are similar in nature and scope. A demonstrated track record of effective planning, scheduling and on-time delivery performance on those similar projects. Successful performance of similar past projects. A demonstrated track record of teamwork, cooperation, fair dealing, client service		25	15

Proposal Evaluation: Central Square

Factor	Evaluation Criteria	Louie Perez	Total Points	Point Score
		Evaluation Notes		
Quality of Proposal Content and Plan for Performing the Required Services	Overall quality, comprehensiveness, and value of the Proposal's presentation regarding the Services that provides the most benefit to Guam and in responding to items described in the Scope of Services section of this RFP. Proposed plan and method for accomplishing the Services, avoiding problems and delays, and resolving conflict. The Offeror's approach to completing this Project on budget, on schedule, with high quality; and Offeror's plans to meet the Bureau of Statistics and Plan's goals for the Services.		25	6
Ability, Qualifications, Experience, and Quality of Personnel, Equipment, and Facilities	Specialized - experience and qualifications of designated Project personnel to perform the Services, as reflected by technical training and education, general experience, specific experience in providing the Services, and the qualifications and abilities of personnel proposed to be assigned to perform the Services. Specialized benefits and/or quality of the Offeror's resources, equipment, and/or any facilities Offeror intends to utilize to perform the Services.		20	5
Availability and Capacity of Offeror	The Offeror's current capacity to successfully apply its skills and resources to perform and complete the Services on time and within budget at a level of quality expected by the BSP. This includes an evaluation of the resources, personnel, facilities, and equipment currently available to perform the Services or demonstrably available at the time of contracting, and an evaluation of the Project Organizational Chart to complete the Services.		20	8
Offeror's Record of Past Performance on Similar Projects	The Offeror's specialized experience on projects similar in scope and type. Successful performance on projects that are similar in nature and scope. A demonstrated track record of effective planning, scheduling and on-time delivery performance on those similar projects. Successful performance of similar past projects. A demonstrated track record of teamwork, cooperation, fair dealing, client service		25	5

Proposal Evaluation: Central Square

Factor	Evaluation Criteria	Leigh Pereda	Total Points	Point Score
		Evaluation Notes		
Quality of Proposal Content and Plan for Performing the Required Services	Overall quality, comprehensiveness, and value of the Proposal's presentation regarding the Services that provides the most benefit to Guam and in responding to items described in the Scope of Services section of this RFP. Proposed plan and method for accomplishing the Services, avoiding problems and delays, and resolving conflict. The Offeror's approach to completing this Project on budget, on schedule, with high quality; and Offeror's plans to meet the Bureau of Statistics and Plan's goals for the Services.	- Customized off-the-shelf system. - upgrade of software	25	18
Ability, Qualifications, Experience, and Quality of Personnel, Equipment, and Facilities	Specialized experience and qualifications of designated Project personnel to perform the Services, as reflected by technical training and education, general experience, specific experience in providing the Services, and the qualifications and abilities of personnel proposed to be assigned to perform the Services. Specialized benefits and/or quality of the Offeror's resources, equipment, and/or any facilities Offeror intends to utilize to perform the Services.	Resumes included.	20	15
Availability and Capacity of Offeror	The Offeror's current capacity to successfully apply its skills and resources to perform and complete the Services on time and within budget at a level of quality expected by the BSP. This includes an evaluation of the resources, personnel, facilities, and equipment currently available to perform the Services or demonstrably available at the time of contracting, and an evaluation of the Project Organizational Chart to complete the Services.	PDS hardware / telecom equipment installation & support.	20	15
Offeror's Record of Past Performance on Similar Projects	The Offeror's specialized experience on projects similar in scope and type. Successful performance on projects that are similar in nature and scope. A demonstrated track record of effective planning, scheduling and on-time delivery performance on those similar projects. Successful performance of similar past projects. A demonstrated track record of teamwork, cooperation, fair dealing, client service	No evaluation / comments from past vendors - (can't see any).	25	20

Proposal Evaluation: Isla Pacific

Factor	Evaluation Criteria	Octavius Concepcion	Total Points	Point Score
		Evaluation Notes		
Quality of Proposal Content and Plan for Performing the Required Services	Overall quality, comprehensiveness, and value of the Proposal's presentation regarding the Services that provides the most benefit to Guam and in responding to items described in the Scope of Services section of this RFP. Proposed plan and method for accomplishing the Services, avoiding problems and delays, and resolving conflict. The Offeror's approach to completing this Project on budget, on schedule, with high quality; and Offeror's plans to meet the Bureau of Statistics and Plan's goals for the Services.	- CAD unable to do a lot of feature we need.	25	17
Ability, Qualifications, Experience, and Quality of Personnel, Equipment, and Facilities	Specialized experience and qualifications of designated Project personnel to perform the Services, as reflected by technical training and education, general experience, specific experience in providing the Services, and the qualifications and abilities of personnel proposed to be assigned to perform the Services. Specialized benefits and/or quality of the Offeror's resources, equipment, and/or any facilities Offeror intends to utilize to perform the Services.	- Rounded Qualification But... - Product not meet what is needed.	20	10
Availability and Capacity of Offeror	The Offeror's current capacity to successfully apply its skills and resources to perform and complete the Services on time and within budget at a level of quality expected by the BSP. This includes an evaluation of the resources, personnel, facilities, and equipment currently available to perform the Services or demonstrably available at the time of contracting, and an evaluation of the Project Organizational Chart to complete the Services.	- Not 100% sure of services	20	15
Offeror's Record of Past Performance on Similar Projects	The Offeror's specialized experience on projects similar in scope and type. Successful performance on projects that are similar in nature and scope. A demonstrated track record of effective planning, scheduling and on-time delivery performance on those similar projects. Successful performance of similar past projects. A demonstrated track record of teamwork, cooperation, fair dealing, client service	- A lot of projects still in completion phase or New	25	20

Proposal Evaluation: Isla Pacific

Factor	Evaluation Criteria	Bobbiejean Mendiola	Total Points	Point Score
		Evaluation Notes		
Quality of Proposal Content and Plan for Performing the Required Services	Overall quality, comprehensiveness, and value of the Proposal's presentation regarding the Services that provides the most benefit to Guam and in responding to items described in the Scope of Services section of this RFP. Proposed plan and method for accomplishing the Services, avoiding problems and delays, and resolving conflict. The Offeror's approach to completing this Project on budget, on schedule, with high quality; and Offeror's plans to meet the Bureau of Statistics and Plan's goals for the Services.		25	18
Ability, Qualifications, Experience, and Quality of Personnel, Equipment, and Facilities	Specialized experience and qualifications of designated Project personnel to perform the Services, as reflected by technical training and education, general experience, specific experience in providing the Services, and the qualifications and abilities of personnel proposed to be assigned to perform the Services. Specialized benefits and/or quality of the Offeror's resources, equipment, and/or any facilities Offeror intends to utilize to perform the Services.		20	18
Availability and Capacity of Offeror	The Offeror's current capacity to successfully apply its skills and resources to perform and complete the Services on time and within budget at a level of quality expected by the BSP. This includes an evaluation of the resources, personnel, facilities, and equipment currently available to perform the Services or demonstrably available at the time of contracting, and an evaluation of the Project Organizational Chart to complete the Services.		20	18
Offeror's Record of Past Performance on Similar Projects	The Offeror's specialized experience on projects similar in scope and type. Successful performance on projects that are similar in nature and scope. A demonstrated track record of effective planning, scheduling and on-time delivery performance on those similar projects. Successful performance of similar past projects. A demonstrated track record of teamwork, cooperation, fair dealing, client service		25	18

Proposal Evaluation: Isla Pacific

Factor	Evaluation Criteria	Daniel Taitano	Total Points	Point Score
		Evaluation Notes		
Quality of Proposal Content and Plan for Performing the Required Services	Overall quality, comprehensiveness, and value of the Proposal's presentation regarding the Services that provides the most benefit to Guam and in responding to items described in the Scope of Services section of this RFP. Proposed plan and method for accomplishing the Services, avoiding problems and delays, and resolving conflict. The Offeror's approach to completing this Project on budget, on schedule, with high quality; and Offeror's plans to meet the Bureau of Statistics and Plan's goals for the Services.		25	19
Ability, Qualifications, Experience, and Quality of Personnel, Equipment, and Facilities	Specialized experience and qualifications of designated Project personnel to perform the Services, as reflected by technical training and education, general experience, specific experience in providing the Services, and the qualifications and abilities of personnel proposed to be assigned to perform the Services. Specialized benefits and/or quality of the Offeror's resources, equipment, and/or any facilities Offeror intends to utilize to perform the Services.		20	18
Availability and Capacity of Offeror	The Offeror's current capacity to successfully apply its skills and resources to perform and complete the Services on time and within budget at a level of quality expected by the BSP. This includes an evaluation of the resources, personnel, facilities, and equipment currently available to perform the Services or demonstrably available at the time of contracting, and an evaluation of the Project Organizational Chart to complete the Services.		20	15
Offeror's Record of Past Performance on Similar Projects	The Offeror's specialized experience on projects similar in scope and type. Successful performance on projects that are similar in nature and scope. A demonstrated track record of effective planning, scheduling and on-time delivery performance on those similar projects. Successful performance of similar past projects. A demonstrated track record of teamwork, cooperation, fair dealing, client service		25	20

Proposal Evaluation: Isla Pacific

Factor	Evaluation Criteria	Louie Perez	Total Points	Point Score
		Evaluation Notes		
Quality of Proposal Content and Plan for Performing the Required Services	Overall quality, comprehensiveness, and value of the Proposal's presentation regarding the Services that provides the most benefit to Guam and in responding to items described in the Scope of Services section of this RFP. Proposed plan and method for accomplishing the Services, avoiding problems and delays, and resolving conflict. The Offeror's approach to completing this Project on budget, on schedule, with high quality; and Offeror's plans to meet the Bureau of Statistics and Plan's goals for the Services.		25	20
Ability, Qualifications, Experience, and Quality of Personnel, Equipment, and Facilities	Specialized experience and qualifications of designated Project personnel to perform the Services, as reflected by technical training and education, general experience, specific experience in providing the Services, and the qualifications and abilities of personnel proposed to be assigned to perform the Services. Specialized benefits and/or quality of the Offeror's resources, equipment, and/or any facilities Offeror intends to utilize to perform the Services.		20	15
Availability and Capacity of Offeror	The Offeror's current capacity to successfully apply its skills and resources to perform and complete the Services on time and within budget at a level of quality expected by the BSP. This includes an evaluation of the resources, personnel, facilities, and equipment currently available to perform the Services or demonstrably available at the time of contracting, and an evaluation of the Project Organizational Chart to complete the Services.		20	12
Offeror's Record of Past Performance on Similar Projects	The Offeror's specialized experience on projects similar in scope and type. Successful performance on projects that are similar in nature and scope. A demonstrated track record of effective planning, scheduling and on-time delivery performance on those similar projects. Successful performance of similar past projects. A demonstrated track record of teamwork, cooperation, fair dealing, client service		25	20

Proposal Evaluation: Isla Pacific

Factor	Evaluation Criteria	Leigh Pereda	Total Points	Point Score
		Evaluation Notes		
Quality of Proposal Content and Plan for Performing the Required Services	Overall quality, comprehensiveness, and value of the Proposal's presentation regarding the Services that provides the most benefit to Guam and in responding to items described in the Scope of Services section of this RFP. Proposed plan and method for accomplishing the Services, avoiding problems and delays, and resolving conflict. The Offeror's approach to completing this Project on budget, on schedule, with high quality; and Offeror's plans to meet the Bureau of Statistics and Plan's goals for the Services.	interoperability important cloud-based. plug-in / 3 step	25	19
Ability, Qualifications, Experience, and Quality of Personnel, Equipment, and Facilities	Specialized experience and qualifications of designated Project personnel to perform the Services, as reflected by technical training and education, general experience, specific experience in providing the Services, and the qualifications and abilities of personnel proposed to be assigned to perform the Services. Specialized benefits and/or quality of the Offeror's resources, equipment, and/or any facilities Offeror intends to utilize to perform the Services.	resume / personnel background. education / certification p. 47 #3	20	15
Availability and Capacity of Offeror	The Offeror's current capacity to successfully apply its skills and resources to perform and complete the Services on time and within budget at a level of quality expected by the BSP. This includes an evaluation of the resources, personnel, facilities, and equipment currently available to perform the Services or demonstrably available at the time of contracting, and an evaluation of the Project Organizational Chart to complete the Services.	budget not disclosed. org-chart included.	20	18
Offeror's Record of Past Performance on Similar Projects	The Offeror's specialized experience on projects similar in scope and type. Successful performance on projects that are similar in nature and scope. A demonstrated track record of effective planning, scheduling and on-time delivery performance on those similar projects. Successful performance of similar past projects. A demonstrated track record of teamwork, cooperation, fair dealing, client service	provided examples & results - US / Foreign	25	18

1. Evaluations begin: Each evaluator fills out the evaluation form for each Proposal. These will be placed behind Tab 14 when done. During this time, discussions with the Offerors are permissible to clarify issues for the evaluators. 2 GAR, Div. 4 Section 3114(i)(1): “The head of the agency conducting the procurement or a designee of such officer shall evaluate all proposals submitted and may conduct discussions with any offeror. The purposes of such discussions shall be to: (A) determine in greater detail such offeror's qualifications, and (B) explore with the offeror the scope and nature of the required services, the offeror's proposed method of performance, and the relative utility of alternative methods of approach.” (emphases added). So, either the Chief or Deputy Chief Joey can conduct these discussions. These discussions are confidential---so you have to keep a record and log these discussions---BUT, you cannot put the records in the Procurement Binder or release these to anyone until AFTER the Notice of Award has issued.
2. Rejection of any Proposals: this can occur either during evaluations and consideration of the Proposals OR it can occur during negotiations with a selected Offeror. It really just depends on the circumstances. (B) Proposals. As used in this Subsection, proposal means any offer submitted in response to any solicitation, including an offer under §3111 (Small Purchases), except a bid as defined in Subsection 3115(e)(3)(a) of this Section. Unless the solicitation states otherwise, proposals need not be unconditionally accepted without alteration or correction, and the territory's stated requirements may be revised or clarified after proposals are submitted. This flexibility must be considered in determining whether reasons exist for rejecting all or any part of a proposal. Reasons for rejecting proposals include but are not limited to: (i) the business that submitted the proposals is nonresponsible as determined under §3116 (Responsibility of Bidders and Offerors) of these Regulations; (ii) the proposals ultimately (that is, after any opportunity has passed for altering or clarifying the proposal) fails to meet the announced requirements of the territory in some material respect; or (iii) the proposed price is clearly unreasonable
3. Determination of Responsibility: this also can occur either during evaluations and consideration of the Proposals (see rule cited above) OR it can occur during negotiations with a selected Offeror. Again, the timing just depends on the circumstances. The only rule is that it has to happen prior to award of the contract. 2 GAR, Div. 4 Section 3116(b)(4): “Duty

Proposal Evaluation: Central Square

Factor	Evaluation Criteria	Joey San Nicolas	Total Points	Point Score
		Evaluation Notes		
Quality of Proposal Content and Plan for Performing the Required Services	Overall quality, comprehensiveness, and value of the Proposal's presentation regarding the Services that provides the most benefit to Guam and in responding to items described in the Scope of Services section of this RFP. Proposed plan and method for accomplishing the Services, avoiding problems and delays, and resolving conflict. The Offeror's approach to completing this Project on budget, on schedule, with high quality; and Offeror's plans to meet the Bureau of Statistics and Plan's goals for the Services.		25	
Ability, Qualifications, Experience, and Quality of Personnel, Equipment, and Facilities	Specialized experience and qualifications of designated Project personnel to perform the Services, as reflected by technical training and education, general experience, specific experience in providing the Services, and the qualifications and abilities of personnel proposed to be assigned to perform the Services. Specialized benefits and/or quality of the Offeror's resources, equipment, and/or any facilities Offeror intends to utilize to perform the Services.		20	
Availability and Capacity of Offeror	The Offeror's current capacity to successfully apply its skills and resources to perform and complete the Services on time and within budget at a level of quality expected by the BSP. This includes an evaluation of the resources, personnel, facilities, and equipment currently available to perform the Services or demonstrably available at the time of contracting, and an evaluation of the Project Organizational Chart to complete the Services.		20	
Offeror's Record of Past Performance on Similar Projects	The Offeror's specialized experience on projects similar in scope and type. Successful performance on projects that are similar in nature and scope. A demonstrated track record of effective planning, scheduling and on-time delivery performance on those similar projects. Successful performance of similar past projects. A demonstrated track record of teamwork, cooperation, fair dealing, client service		25	

Proposal Evaluation: AT&T

Factor	Evaluation Criteria	Joey San Nicolas	Total Points	Point Score
		Evaluation Notes		
Quality of Proposal Content and Plan for Performing the Required Services	Overall quality, comprehensiveness, and value of the Proposal's presentation regarding the Services that provides the most benefit to Guam and in responding to items described in the Scope of Services section of this RFP. Proposed plan and method for accomplishing the Services, avoiding problems and delays, and resolving conflict. The Offeror's approach to completing this Project on budget, on schedule, with high quality; and Offeror's plans to meet the Bureau of Statistics and Plan's goals for the Services.		25	
Ability, Qualifications, Experience, and Quality of Personnel, Equipment, and Facilities	Specialized experience and qualifications of designated Project personnel to perform the Services, as reflected by technical training and education, general experience, specific experience in providing the Services, and the qualifications and abilities of personnel proposed to be assigned to perform the Services. Specialized benefits and/or quality of the Offeror's resources, equipment, and/or any facilities Offeror intends to utilize to perform the Services.		20	
Availability and Capacity of Offeror	The Offeror's current capacity to successfully apply its skills and resources to perform and complete the Services on time and within budget at a level of quality expected by the BSP. This includes an evaluation of the resources, personnel, facilities, and equipment currently available to perform the Services or demonstrably available at the time of contracting, and an evaluation of the Project Organizational Chart to complete the Services.		20	
Offeror's Record of Past Performance on Similar Projects	The Offeror's specialized experience on projects similar in scope and type. Successful performance on projects that are similar in nature and scope. A demonstrated track record of effective planning, scheduling and on-time delivery performance on those similar projects. Successful performance of similar past projects. A demonstrated track record of teamwork, cooperation, fair dealing, client service		25	

Proposal Evaluation: Isla Pacific

Factor	Evaluation Criteria	Joey San Nicolas	Total Points	Point Score
		Evaluation Notes		
Quality of Proposal Content and Plan for Performing the Required Services	Overall quality, comprehensiveness, and value of the Proposal's presentation regarding the Services that provides the most benefit to Guam and in responding to items described in the Scope of Services section of this RFP. Proposed plan and method for accomplishing the Services, avoiding problems and delays, and resolving conflict. The Offeror's approach to completing this Project on budget, on schedule, with high quality; and Offeror's plans to meet the Bureau of Statistics and Plan's goals for the Services.		25	
Ability, Qualifications, Experience, and Quality of Personnel, Equipment, and Facilities	Specialized experience and qualifications of designated Project personnel to perform the Services, as reflected by technical training and education, general experience, specific experience in providing the Services, and the qualifications and abilities of personnel proposed to be assigned to perform the Services. Specialized benefits and/or quality of the Offeror's resources, equipment, and/or any facilities Offeror intends to utilize to perform the Services.		20	
Availability and Capacity of Offeror	The Offeror's current capacity to successfully apply its skills and resources to perform and complete the Services on time and within budget at a level of quality expected by the BSP. This includes an evaluation of the resources, personnel, facilities, and equipment currently available to perform the Services or demonstrably available at the time of contracting, and an evaluation of the Project Organizational Chart to complete the Services.		20	
Offeror's Record of Past Performance on Similar Projects	The Offeror's specialized experience on projects similar in scope and type. Successful performance on projects that are similar in nature and scope. A demonstrated track record of effective planning, scheduling and on-time delivery performance on those similar projects. Successful performance of similar past projects. A demonstrated track record of teamwork, cooperation, fair dealing, client service		25	

Summary of Evaluator's Tabulation

Factor	Evaluators	AT&T	Central Square	Pacific Unlimited
Quality of Proposal Content and Plan for Performing the Required Services	Joey San Nicolas			
	Octavius Concepcion	25	8	17
	Bobbiejean Mendiola	20	15	18
	Daniel Taitano	25	15	19
	Louie Perez	20	6	20
	Leigh Pereda	25	18	19
Ability, Qualifications, Experience, and Quality of Personnel, Equipment, and Facilities	Joey San Nicolas			
	Octavius Concepcion	20	8	10
	Bobbiejean Mendiola	15	10	18
	Daniel Taitano	20	10	18
	Louie Perez	16	5	15
	Leigh Pereda	18	15	15
Availability and Capacity of Offeror	Joey San Nicolas			
	Octavius Concepcion	18	6	15
	Bobbiejean Mendiola	20	10	18
	Daniel Taitano	20	10	15
	Louie Perez	15	8	12
	Leigh Pereda	17	15	18
Offeror's Record of Past Performance on Similar Projects	Joey San Nicolas			
	Octavius Concepcion	25	6	20
	Bobbiejean Mendiola	20	10	18
	Daniel Taitano	25	15	20
	Louie Perez	23	5	20
	Leigh Pereda	20	20	18
Offeror's General Experience and Past Performance	Joey San Nicolas			
	Octavius Concepcion	10	5	8
	Bobbiejean Mendiola	10	5	9
	Daniel Taitano	10	5	10
	Louie Perez	6	4	7
	Leigh Pereda	7	5	7
Schedule/Timeline for Design and Installation of Operational NG9-1-1 and Integrated CAD System	Joey San Nicolas			
	Octavius Concepcion	10	3	7
	Bobbiejean Mendiola	8	5	8
	Daniel Taitano	10	5	10
	Louie Perez	5	2	6
	Leigh Pereda	7	5	7
Total Score		0	0	0

Summary of Evaluator's Evaluation

Factors	Evaluators	AT&T	Central Square	Pacific Unlimited
Quality of Proposal Content and Plan for Performing the Required Services	Joey San Nicolas			
	Octavius Concepcion	25	8	17
	Bobbiejean Mendiola	20	15	18
	Daniel Taitano	25	15	19
	Louie Perez	20	6	20
	Leigh Pereda	25	18	19
Ability, Qualifications, Experience, and Quality of Personnel, Equipment, and Facilities	Joey San Nicolas			
	Octavius Concepcion	20	8	10
	Bobbiejean Mendiola	15	10	18
	Daniel Taitano	20	10	18
	Louie Perez	16	5	15
	Leigh Pereda	18	15	15
Availability and Capacity of Offeror	Joey San Nicolas			
	Octavius Concepcion	18	6	15
	Bobbiejean Mendiola	20	10	18
	Daniel Taitano	20	10	15
	Louie Perez	15	8	12
	Leigh Pereda	17	15	18
Offeror's Record of Past Performance on Similar Projects	Joey San Nicolas			
	Octavius Concepcion	25	6	20
	Bobbiejean Mendiola	20	10	18
	Daniel Taitano	25	15	20
	Louie Perez	23	5	20
	Leigh Pereda	20	20	18
Offeror's General Experience and Past Performance	Joey San Nicolas			
	Octavius Concepcion	10	5	8
	Bobbiejean Mendiola	10	5	9
	Daniel Taitano	10	5	10
	Louie Perez	6	4	7
	Leigh Pereda	7	5	7
Schedule/Timeline for Design and Installation of Operational NG9-1-1 and Integrated CAD System	Joey San Nicolas			
	Octavius Concepcion	10	3	7
	Bobbiejean Mendiola	8	5	8
	Daniel Taitano	10	5	10
	Louie Perez	5	2	6
	Leigh Pereda	7	5	7
Total Score		490	259	422



GUAM FIRE DEPARTMENT
DIPATTAMENTON GUAFI GUAHAN
*Professionalism * Respect * Integrity * Dedication * Empathy*



Lourdes A. Leon Guerrero
Governor – Maga'håga

Daniel C. Stone
Maga'låhi Guafi

Joshua F. Tenorio
Lieutenant Governor – Sigundo Maga'låhi

Joey C. San Nicolas
Sigundo Maga'låhi Guafi

LETTER TO BEST QUALIFIED OFFEROR

TO: AT&T Government Solutions Inc.
ADDRESS: 1650 Hotel Circle North, Suite 100 San Diego CA 92108
FROM: Procurement Officer
DATE: March 29, 2019
RE: RFP No. GFD- 001-2019 re: Procurement of *Next Generation 911 System and Computer Aided Dispatch System (NG9-1-1 System)*
SUBJECT: Determination of Best Qualified Offeror

Håfa Ådai Mr. Todd Wilson,

Thank you for submitting a proposal to the RFP referenced above. Evaluations have been completed, and your company has been ranked and confirmed as the best qualified Offeror. Therefore, we would like to begin negotiations with you.

Please submit your price proposal no later than Friday April 5, 2019 so that we may begin negotiations. The price proposal may be submitted by e-mail to Paul Rolinski at paul.rolinski@gfd.guam.gov. In addition, please let us know by e-mail the best time and manner for us to conduct negotiations with you. Please be aware that pursuant to Guam's Procurement Law, we are required to make "sound recordings" of all negotiations arising out of an RFP. See 5 GCA § 5249(c). Therefore, the negotiations must be conducted in a manner that permits sound recording. Thank you for your consideration.

Sincerely,

Daniel C. Stone
Fire Chief
Guam Fire Department,



GUAM FIRE DEPARTMENT
DIPATTAMENTON GUAFI GUAHAN
*Professionalism * Respect * Integrity * Dedication * Empathy*



Lourdes A. Leon Guerrero
Governor – Maga'håga

Daniel C. Stone
Maga'låhi Guafi

Joshua F. Tenorio
Lieutenant Governor – Sigundo Maga'låhi

Joey C. San Nicolas
Sigundo Maga'låhi Guafi

**REQUEST FOR CERTIFICATION OF COST OR PRICING DATA PRIOR TO
NEGOTIATIONS**


MEMORANDUM

TO: AT&T Government Solutions Inc.
ADDRESS: 1650 Hotel Circle North, Suite 100, San Diego, CA 92108
FROM: Daniel C. Stone, Fire Chief, Guam Fire Department
DATE: March 29, 2019
RE: RFP No. GFD- 001-2019 re: Procurement of *Next Generation 911 System and Computer Aided Dispatch System (NG9-1-1 System)*
SUBJECT: Request for Certification of Cost or Pricing Data Prior to Negotiations

Pursuant to Title 2 of the Guam Administrative Rules and Regulations, Div. 4 §§ 3114(k) and 3118(b)(1)(A), whenever the price of a contract between the Government of Guam and a Contractor is expected to exceed one hundred thousand United States dollars (\$100,000.00), cost or pricing data is required to be submitted by the selected Offeror prior to negotiations. "Submission of Cost or Pricing Data. The offeror determined to be best qualified shall be required to submit cost or pricing data to the head of the agency conducting the procurement at a time specified prior to the commencement of negotiations in accordance with §3118 (Cost or Pricing Data) of these Regulations." 2 GAR, Div. 4 § 3114(k).

Please submit your cost or pricing data on or prior to April 5, 2019, in order for us to begin negotiations. These data may be submitted by e-mail to Paul Rolinski at paul.rolinski@gfd.guam.gov.

Later, if our negotiations are successful, you will be required to sign and submit the enclosed "Certificate of Cost or Pricing Data" Form to GFD as soon as practicable after agreement is reached. 2 GAR, Div. 4 § 3118(b)(1)(B), (d)(3), and (e)(1).



Daniel C. Stone
Fire Chief
Guam Fire Department

Enclosure: Certificate of Cost or Pricing Data Form



GUAM FIRE DEPARTMENT
DIPATTAMENTON GUAFI GUAHAN
*Professionalism * Respect * Integrity * Dedication * Empathy*



Lourdes A. Leon Guerrero
 Governor – Maga'håga

Daniel C. Stone
 Maga'låhi Guafi

Joshua F. Tenorio
 Lieutenant Governor – Sigundo Maga'låhi

Joey C. San Nicolas
 Sigundo Maga'låhi Guafi

CERTIFICATE OF COST OR PRICING DATA FOR CONTRACT FOR SERVICES

This is to certify that, to the best of my knowledge and belief, cost or pricing data as defined in § 3101(a) of the Guam Procurement Regulations submitted, either actually or by specific identification in writing (See § 3118(d)) to the Procurement Officer in support of

_____¹,
 are accurate, complete, and current as of _____ (date)(month)(year)² This
 certification includes the cost or pricing data supporting any advance agreement(s) between the
 offeror and the territory which are part of the proposal.

FIRM, BUSINESS, or PERSON _____

NAME _____

TITLE _____

DATE OF EXECUTION _____³

¹Describe the proposal, quotation, request for price adjustment or other submission involved, giving appropriate identifying number (e.g., RFP No. _____).

²The effective date shall be a mutually determined date prior to, but as close to the date when price negotiations were concluded and the contract price was agreed to as possible. The responsibility of the offeror or contractor is not limited by the personal knowledge of the offeror's or contractor's negotiator if the offeror or contractor had information reasonably available at the time of agreement, showing that the negotiated price is not based on accurate, complete, and current data.

³This date should be as soon after the date when the price negotiations were concluded and the contract price was agreed to as is practical.



GFD RFP #001-2019

m [redacted] ge

Paul S Rolinski <paul.rolinski@gfd.guam.gov>
To: "Wilson, Todd A" <tw9324@att.com>

Fri, Mar 29, 2019 at 11:10 AM

Please find the following attachments to this email;
Letter to Best Qualified Offeror


REQUEST FOR CERTIFICATION OF COST OR PRICING DATA PRIOR TO NEGOTIATIONS


CERTIFICATE OF COST OR PRICING DATA FOR CONTRACT FOR SERVICES

Paul Rolinski
**E-911 Emergency Medical Dispatcher Supervisor/
M.I.S - I.T./Radio Communications Officer**
Guam Fire Department
Contact: 787-5470

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3 attachments

 **Letter to Best Qualified Offeror.pdf**
45K

 **REQUEST FOR CERTIFICATION OF COST OR PRICING DATA PRIOR TO NEGOTIATIONS.pdf**
51K

 **CERTIFICATE OF COST OR PRICING DATA FOR CONTRACT FOR SERVICES.pdf**
49K



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Joshua F. Tenorio
Lieutenant Governor – Sigundo Maga'låhi

Joey C. San Nicolas
Sigundo Maga'låhi Guafi

March 29, 2019

Mr. John Limtiaco
Isla Pacific Telecommunications Inc.
P.O. Box 10838 Tamuning, Guam 96931
Re: RFP No. GFD- 001-2019 re: Procurement of *Next Generation 911 System and Computer Aided Dispatch System (NG9-1-1 System)*

Dear Mr. Limtiaco:

Thank you for submitting a proposal to the RFP referenced above. Evaluations have been completed, and your company was ranked as number 2.

We will soon begin negotiating with the best qualified offeror, and hope to enter into a contract. If negotiations are terminated for any reason, we will notify you, as the second ranked offeror, to begin negotiations with us, and so on, until we succeed in entering into a contract. Thank you again for your interest.

Sincerely,

Daniel C. Stone
Fire Chief
Guam Fire Department



Paul S Rolinski <paul.rolinski@gfd.guam.gov>

GFD RFP #001-2019

message

Paul S Rolinski <paul.rolinski@gfd.guam.gov>
to: John Limtiaco <jlimtiaco@pacificunlimitedguam.com>

Fri, Mar 29, 2019 at 11:16 AM

Please find the following attachments to this email;

Letter to Second Ranked Offeror

Paul Rolinski
**E-911 Emergency Medical Dispatcher Supervisor/
M.I.S - I.T./Radio Communications Officer**
Guam Fire Department
Contact: 787-5470

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Letter to Second Ranked Offeror.pdf

34K



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Lourdes A. Leon Guerrero
Governor – Maga'håga

Daniel C. Stone
Maga'låhi Guafi

Joshua F. Tenorio
Lieutenant Governor – Sigundo Maga'låhi

Joey C. San Nicolas
Sigundo Maga'låhi Guafi

March 29, 2019

Mr. Paul Wilson
Central Square Technologies
1000 Business Center Drive, Lake Mary, FL 32746
Re: RFP No. GFD- 001-2019 re: Procurement of *Next Generation 911 System and Computer Aided Dispatch System (NG9-1-1 System)*

Dear Mr. Wilson:

Thank you for submitting a proposal to the RFP referenced above. Evaluations have been completed, and your company was ranked as number 3.

We will soon begin negotiating with the best qualified offeror, and hope to enter into a contract. If negotiations are terminated for any reason, we will notify the second ranked offeror to begin negotiations with us, and so on, until we succeed in entering into a contract. Thank you again for your interest.

Sincerely,

Daniel C. Stone
Fire Chief
Guam Fire Department



GFD RFP #001-2019

message

Paul S Rolinski <paul.rolinski@gfd.guam.gov>
To: paul.wilson@centralsquare.com

Fri, Mar 29, 2019 at 11:18 AM

Please find the following attachments to this email;

Letter to Third Ranked Offeror

Paul Rolinski
**E-911 Emergency Medical Dispatcher Supervisor/
M.I.S - I.T./Radio Communications Officer**
Guam Fire Department
Contact: 787-5470

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Letter to Third Ranked Offeror.pdf

35K



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<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
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<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
Total Postage and Fees	\$4.05

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03/29/2019

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<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
Total Postage and Fees	\$4.05

0102
01

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03/29/2019

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Street and Apt. No., or PO Box No. Isla Pacific Telecommunications
P.O. Box 10838
City, State, ZIP+4® Tananina GU 96931

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
Total Postage and Fees	\$4.05

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1650 Hotel Circle North, Suite 100
City, State, ZIP+4® San Diego, CA 92108

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



RFP 001-2019

Digital Recordings
Negotiations



GUAM FIRE DEPARTMENT
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Lourdes A. Leon Guerrero
 Governor – Maga'håga

Daniel C. Stone
 Maga'låhi Guafi

Joshua F. Tenorio
 Lieutenant Governor – Sigundo Maga'låhi

Joey C. San Nicolas
 Sigundo Maga'låhi

MEMORANDUM

To: Fire Chief

From: Paul Rolinski

Subject: Evaluation Memorandum, Consulting Services
Request For Proposal: GFD RFP 001-2019

Referenced proposal was published in a local news print media on Friday, January 11, 2019.
 The Submission date for proposals was Friday March 1, 2019.

Of the Prospective Offerors that acquired Proposal packages, only **Three (3)** submitted their proposals, namely:

- 1. Tyto Government Solutions, Inc. (formerly AT&T Government Solutions, Inc.) (GSI)**
- 2. Central Square Technologies**
- 3. Isla Pacific Telecommunications**

The evaluation committee completed the evaluation of the proposals on Tuesday March 26, 2019, the results are as follows:


GSI	Evaluator 1	108
	Evaluator 2	93
	Evaluator 3	110
	Evaluator 4	85
	Evaluator 5	94
		490 Total
Central Square	Evaluator 1	36
	Evaluator 2	55
	Evaluator 3	60
	Evaluator 4	30
	Evaluator 5	78
		259 Total
Isla Pacific	Evaluator 1	77
	Evaluator 2	89
	Evaluator 3	92
	Evaluator 4	80
	Evaluator 5	84
		422 Total

The evaluation committee has determined that Tyto GSI is the best qualified offeror. Based on a total points of 490 out of a possible 550 points. The evaluation committee recommended that the Department move forward with this procurement action.



Emergency Medical Dispatcher Supervisor
Paul Rolinski

CONCURRED:



Acting Fire Chief
Joey C. San Nicolas

Date: July 9, 2021



GUAM FIRE DEPARTMENT
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 Maga'låhi Guafi

Joshua F. Tenorio
 Lieutenant Governor – Sigundo Maga'låhi

Joey C. San Nicolas
 Sigundo Maga'låhi

Memorandum to Procurement File

GFD RFP No. 001-2019

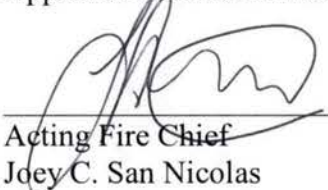
Re: Negotiations

On May 10, 2019 the negotiating team Fire Chief Daniel Stone, Deputy Chief Joey C. San Nicolas, Assistant Chief Michael Uncangco, Assistant Attorney General Jessica Toft, and Emergency Medical Dispatcher Supervisor Paul Rolinski began negotiations with Tyto Government Solutions, Inc. (formerly AT&T Government Solutions, Inc.)(GSI). The specific tasks set forth in the scope of services were reviewed in keeping with the proposal of GSI. A breakdown of tasks, subtasks and objective measurable objectives was agreed to, as well as a timeline for performance, all contract terms and pricing.

Attached is a copy of the agreed fixed prices; as well as the appropriate rates.

All costs and pricing agreed to have been reviewed and have been determined to be fair and reasonable.

Approved and Acknowledged By:


 Acting Fire Chief
 Joey C. San Nicolas

July 9, 2021
 Date

Guam Fire Dept 911 RMS
AT&T Pricing No. FY2019-0280 / ROME Num: 1-A4Y4SXP
Period of Performance: 01/01/2020 through 12/31/2022



USE AND DISCLOSURE OF DATA

The Offeror has carefully reviewed all data included in this proposal with regard to its potential release in response to the Freedom of Information Act requests. Those data which are believed to be exempt from mandatory disclosure under Exemption 4 of the Freedom of Information Act (5 U.S.C. 552(b)(4)) are contained on the pages enumerated in the NOTICE set forth below. Release of those data, which are considered trade secrets, would provide competitors with valuable insights into the Offeror's operations and as a result would cause the Offeror to suffer substantial competitive harm. Such data is also protected from disclosure under The Trade Secrets Act, 18 U.S.C. 1905.

NOTICE

Data included in this response shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this response. However, if a contract is awarded to AT&T as a result of, or in connection with the submission of these data, the Government shall have the right to duplicate, use or disclose the data to the extent provided in the contract. This restriction does not limit the Government's right to use information contained in the response if it is obtainable from another source without restriction. The data subject to this restriction are contained in all pages of AT&T's response bearing the "Use and disclosure" legend.

ITEM NO	SERVICES	QUANTITY	UNIT Lot	UNIT PRICE	AMOUNT
Subtask A	Guam Fire Department Deployment	12	Mo	\$240,178.94	\$2,882,147.30
	FFP Circuit Turn-up and Cutover to Emergency Dispatch Center, which shall include all Labor and Materials necessary to deploy 911-RMS infrastructure.				
Subtask B	Guam Fire Department Sustainment Option Yr. 1	12	Mo	\$ 94,521.78	\$1,134,261.40
	FFP Sustainment for the 911- RMS including all Labor and Materials				
Subtask C	Guam Fire Department Sustainment Option Yr. 2	12	Mo	\$94,649.97	\$1,135,799.68
	FFP Sustainment for the 911- RMS including all Labor and Materials				
Subtask D	Travel	12	Mo	\$7,554.49	\$ 100,000.00
	FFP Annual Onsite Technical Support				
Subtask E	Travel - Option Year 1	12	Mo	\$4,683.18	\$ 56,198.17
	FFP Annual Onsite Technical Support				
Subtask F	Travel - Option Year 2	12	Mo	\$4,682.78	\$ 56,193.30
	FFP Annual Onsite Technical Support				

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Date:
Company Name
Site

12/2/2019
Guam Fire Department
Guam Fire Department

Guam Fire Department - Deployment Costs - Base Year

Call Handling 911-RMS

Item	Description - Deployment Services	QTY	Non-Recurring Cost	Extended Non-Recurring Costs
911ERS	Network Based NextGen Emergency Routing Service	64	\$ 100.00	\$ 6,400.00
911ERSN	Integrated Emergency Response Service, agent services	10	\$ 12,962.00	\$ 129,620.00
911MNG	Managed Net Gateway Service	27	\$ 126.75	\$ 3,422.25
911MRSIP	Managed NextGen 9-1-1 IP PSAP Network Termination	8	\$ 390.00	\$ 3,120.00
911CMR	Call Metrics Reporting, initial instance per agency.	1	\$ 195.00	\$ 195.00
911CMRA	Call Metrics Reporting, each additional instance.	2	\$ 97.50	\$ 195.00
911ERS10	Emergency Response Service, basic, up to 10 positions	1	\$ 5,655.00	\$ 5,655.00
911NCCNE	NCCNE	1	\$ 800,000.00	\$ -
SUBTOTAL				\$ 148,607.25

Vendors

Caliber - CAD		1	\$ 1,163,576.00	\$ 1,163,576.00
RedSky - Network Call Routing		1	\$ -	\$ -
Solacom - Dispatch Workstations/Software/Call Handling		1	\$ 883,172.31	\$ 883,172.31
M80- Furniture / Space Refurbishment		1	\$ 84,945.34	\$ 84,945.34
S				2,131,693.65

AT&T GSI	AT&T GSI	Hours	Rate	Extended	NRC
AT&T GSI Labor	Program Manager	416	\$ 232.83	N/A	\$ 96,857.28
AT&T GSI Labor	Project Manager	1040	\$ 156.41	N/A	\$ 162,666.40
AT&T GSI Labor	IA Manager	40	\$ 143.02	N/A	\$ 5,720.80
AT&T GSI Labor	Service Executive	96	\$ 239.17	N/A	\$ 22,960.32
AT&T GSI Labor	Telephony Expert	1040	\$ 91.72	N/A	\$ 95,388.80
AT&T GSI Labor	Telephony Expert I	1040	\$ 145.44	N/A	\$ 151,257.60
AT&T GSI Labor	Project Control	416	\$ 100.95	N/A	\$ 41,995.20
SUBTOTAL		4088			\$ 576,846.40

Bandwidth Connectivity

Item	Description			NRC
WAN/Esnet	Guam Fire Department Network Cost			\$25,000.00
SUBTOTAL				\$25,000.00

Total Annual Costs \$2,882,147.30

Travel SubTask D

Travel	Annual Onsite Technical Support			\$ 100,000.00
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Date: 12/2/2019
 Company Name: Guam Fire Department
 Site: Guam Fire Department

Guam Fire Department - Sustainment Costs Option Year 1

Call Handling 911-RMS					
Item	Description	QTY		MRC	Extended Monthly Recurring Cost
911ERS	Network Based NextGen Emergency Routing Service	64		\$ 10.00	\$ 640.00
911ERSN	Integrated Emergency Response Service, agent services	10		\$ 149.00	\$ 1,490.00
911MNG	Managed Net Gateway Service	27		\$ 39.00	\$ 1,053.00
911TERM	Local Line Svc per line	8		\$ 13.65	\$ 109.20
911MRSIP	Managed NextGen 9-1-1 IP PSAP Network Termination Service	8		\$ 422.18	\$ 3,377.44
911MDS	Media Delivery Service	10		\$ 22.00	\$ 220.00
911CMR	Call Metrics Reporting, initial instance per agency.	1		\$ 277.88	\$ 277.88
911CMRA	Call Metrics Reporting, each additional instance.	2		\$ 29.25	\$ 58.50
911ERS10	Emergency Response Service, basic, up to 10 positions	1		\$ 19.50	\$ 19.50
911NCCNE	NCCNE	1		\$ 10,000.00	\$ 10,000.00
				SUBTOTAL	\$ 17,245.52
Vendors					
				Annual Cost	Monthly Recurring Cost
Caliber - CAD		12	\$ -	\$ 140,513.64	\$ 11,709.47
RedSky - Network Call Routing		12	\$ -	\$ -	\$ -
Solacom - Dispatch Workstations/Software/Call		12	\$ -	\$ 343,391.56	\$ 28,615.96
M80- Furniture / Space Refurbishment		12	\$ -	\$ 1,375.68	\$ 114.64
				\$	40,440.07

AT&T GSI	AT&T GSI	Hours	Rate	Extended	Monthly Recurring Cost
AT&T GSI Labor	Program Manager	0.0000	\$ 238.93	N/A	\$ -
AT&T GSI Labor	Project Manager	8.0000	\$ 160.51	N/A	\$ 1,284.08
AT&T GSI Labor	IA Manager	4.0000	\$ 146.77	N/A	\$ 587.08
AT&T GSI Labor	Telephony Expert	25.0000	\$ 94.11	N/A	\$ 2,352.75
AT&T GSI Labor	Telephony Expert I	0.0000	\$ 149.24	N/A	\$ -
AT&T GSI Labor	Training	2.0000	\$ 98.98	N/A	\$ 197.96
AT&T GSI Labor	Project Control	4.0000	\$ 103.58	N/A	\$ 414.32
		SUBTOTAL	43		\$ 4,836.19

Bandwidth Connectivity					
Item	Description				Monthly Recurring Cost
WAN/Esnet	Guam Fire Department Network Cost				\$32,000.00
				SUBTOTAL	\$32,000.00
				Total Monthly Recurring	\$ 94,521.78
				Total Annual Cost	\$ 1,134,261.40

Travel SubTask E					
Travel	Annual Onsite Technical Support				\$ 56,198.17



Date: 12/2/2019
 Company Name: Guam Fire Department
 Site: Guam Fire Department

Guam Fire Department Sustainment Costs Option Year 2

Call Handling 911-RMS					
Item	Description	QTY		MRC	Extended Monthly Recurring Cost
911ERS	Network Based NextGen Emergency Routing Service	64		\$ 10.00	\$ 640.00
911ERSN	Integrated Emergency Response Service, agent services	10		\$ 149.00	\$ 1,490.00
911MNG	Managed Net Gateway Service	27		\$ 39.00	\$ 1,053.00
911TERM	Local Line Svc per line	8		\$ 13.65	\$ 109.20
911MRSIP	Managed NextGen 9-1-1 IP PSAP Network Termination Service	8		\$ 422.18	\$ 3,377.44
911MDS	Media Delivery Service	10		\$ 22.00	\$ 220.00
911CMR	Call Metrics Reporting, initial instance per agency.	1		\$ 277.88	\$ 277.88
911CMRA	Call Metrics Reporting, each additional instance.	2		\$ 29.25	\$ 58.50
911ERS10	Emergency Response Service, basic, up to 10 positions	1		\$ 19.50	\$ 19.50
911NCCNE	NCCNE	1		\$ 10,000.00	\$ 10,000.00
SUBTOTAL					\$ 17,245.52
Vendors					
				Annual	Monthly Recurring Cost
Caliber - CAD		12	\$ -	\$ 140,513.52	\$ 11,709.46
RedSky - Network Call Routing		12	\$ -	\$ -	\$ -
Solacom - Dispatch Workstations/Software/Call		12	\$ -	\$ 343,391.56	\$ 28,615.96
M80- Furniture / Space Refurbishment		12	\$ -	\$ 1,375.68	\$ 114.64
					\$ 40,440.06

AT&T GSI	AT&T GSI	Hours	Rate	Extended	Monthly Recurring Cost
AT&T GSI Labor	Program Manager	0.0000	\$ 245.26	N/A	\$ -
AT&T GSI Labor	Project Manager	8.0000	\$ 164.76	N/A	\$ 1,318.08
AT&T GSI Labor	IA Manager	4.0000	\$ 150.65	N/A	\$ 602.60
AT&T GSI Labor	Telephony Expert	25.0000	\$ 96.61	N/A	\$ 2,415.25
AT&T GSI Labor	Telephony Expert I	0.0000	\$ 153.23	N/A	\$ -
AT&T GSI Labor	Training	2.0000	\$ 101.59	N/A	\$ 203.18
AT&T GSI Labor	Project Control	4.0000	\$ 106.32	N/A	\$ 425.28
SUBTOTAL		43			\$ 4,964.39

Bandwidth Connectivity					
Item	Description				Monthly Recurring Cost
WAN/Esnet	Guam Fire Department Network Cost				\$32,000.00
SUBTOTAL					\$32,000.00
				Total Monthly Recurring	\$94,649.97
				Total Annual Cost	\$ 1,135,799.68

Travel SubTask F					
Travel	Annual Onsite Technical Support				\$ 56,193.30



MASTER AGREEMENT

Customer	AT&T
Customer Legal Name Street Address: City: State/Province: Zip Code: Country:	AT&T Corp.
Customer Contact (for notices)	AT&T Contact (for notices)
Name: Title: Street Address: City: State/Province: Zip Code: Country: Telephone: Fax: Email:	Street Address: City: State/Province: Zip Code: Country: With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

This Master Agreement ("Master Agreement"), between the customer named above ("Customer") and the AT&T entity named above ("AT&T"), is effective when signed by both Customer and AT&T.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

MASTER AGREEMENT

1. INTRODUCTION

1.1 **Overview of Documents.** This Master Agreement and the following additional documents (collectively, the "Agreement") shall apply to all products and services AT&T provides Customer pursuant to this Agreement ("Services") and shall continue in effect so long as Services are provided under this Agreement:

- (a) **Pricing Schedules.** A "Pricing Schedule" means a pricing schedule (including related attachments) or other document that is attached to or is later executed by the parties and references this Master Agreement. A Pricing Schedule includes the Services, the pricing (including discounts and commitments, if applicable) and the pricing schedule term ("Pricing Schedule Term").
- (b) **Tariffs and Guidebooks.** "Tariffs" are documents containing the descriptions, pricing and other terms and conditions for a Service that AT&T or its Affiliates file with regulatory authorities. "Guidebooks" are documents (designated as Guidebooks or Price Lists) containing the descriptions, pricing and other terms and conditions for a Service that were but no longer are filed with regulatory authorities. Tariffs and Guidebooks can be found at att.com/servicepublications or other locations AT&T may designate.
- (c) **Acceptable Use Policy.** AT&T's Acceptable Use Policy ("AUP") applies to (i) Services provided over or accessing the Internet and (ii) wireless (*i.e.*, cellular) data and messaging Services. The AUP can be found at att.com/aup or other locations AT&T may designate.
- (d) **Service Guides.** The descriptions, pricing and other terms and conditions for a Service not covered by a Tariff or Guidebook may be contained in a Service Guide, which can be found at att.com/servicepublications or other locations AT&T may designate.

1.2 **Priority of Documents.** The order of priority of the documents that form this Agreement is: the applicable Pricing Schedule or Order; this Master Agreement; the AUP; and Tariffs, Guidebooks and Service Guides; provided that Tariffs will be first in priority in any jurisdiction where applicable law or regulation does not permit contract terms to take precedence over inconsistent Tariff terms.

1.3 **Revisions to Documents.** Subject to Section 8.2(b) (Materially Adverse Impact), AT&T may revise Service Publications at any time.

1.4 **Execution by Affiliates.** An AT&T Affiliate or Customer Affiliate may sign a Pricing Schedule in its own name, and such Affiliate contract will be a separate but associated contract incorporating the terms of this Agreement. Customer and AT&T will cause their respective Affiliates to comply with any such separate and associated contract.

2. AT&T DELIVERABLES

2.1 **Services.** AT&T will either provide or arrange to have an AT&T Affiliate provide Services to Customer and its Users, subject to the availability and operational limitations of systems, facilities and equipment. Where required, an AT&T Affiliate authorized by the appropriate regulatory authority will be the service provider. If an applicable Service Publication expressly permits placement of an order for a Service under this Master Agreement without the execution of a Pricing Schedule, Customer may place such an order using AT&T's standard ordering processes (an "Order"), and upon acceptance by AT&T, the Order shall otherwise be deemed a Pricing Schedule under this Master Agreement for the Service ordered.

2.2 **AT&T Equipment.** Services may be provided using equipment owned by AT&T that is located at the Site ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide adequate space and electric power for the AT&T Equipment and keep the AT&T Equipment physically secure and free from liens and encumbrances. Customer will bear the risk of loss or damage to the AT&T Equipment (other than ordinary wear and tear), except to the extent caused by AT&T or its agents.

2.3 **Purchased Equipment.** Except as specified in a Service Publication, title to and risk of loss of Purchased Equipment shall pass to Customer on delivery to the transport carrier for shipment to Customer's designated location.

2.4 **License and Other Terms.** Software, Purchased Equipment and Third-Party Services may be provided subject to the terms of a separate license or other agreement between Customer and either the licensor, the third-party service provider or the manufacturer. Customer's execution of the Pricing Schedule for or placement of an Order for Software, Purchased Equipment or Third-Party Services is Customer's agreement to comply with such separate agreement. Unless a Service Publication specifies otherwise, AT&T's sole responsibility with respect to Third-Party Services is to place Customer's orders for Third-Party Services, except that AT&T may invoice and collect payment from Customer for the Third-Party Services.

3. CUSTOMER'S COOPERATION

3.1 **Access Right.** Customer will in a timely manner allow AT&T access as reasonably required for the Services to property and equipment that Customer controls and will obtain at Customer's expense timely access for AT&T as reasonably required for the Services to property controlled by third parties such as Customer's landlord. AT&T will coordinate with and, except in an emergency, obtain Customer's consent to enter upon Customer's property and premises, which consent shall not be unreasonably withheld. Access rights mean the right to construct, install, repair, maintain, replace and remove access lines and network facilities and the right to use ancillary equipment space within a building for Customer's connection to AT&T's network. Customer must provide AT&T timely information and access to Customer's facilities and equipment as AT&T reasonably requires for the Services, subject to Customer's reasonable security policies. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities and other items as AT&T reasonably requires for the Services and will obtain any necessary licenses, permits and consents (including easements and rights-of-way). Customer will have the Site ready for AT&T to perform its work according to a mutually agreed schedule.

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3.2 **Safe Working Environment.** Customer will ensure that the location at which AT&T installs, maintains or provides Services is a safe working environment, free of Hazardous Materials and reasonably suitable for the Services. "Hazardous Materials" mean any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. AT&T shall have no obligation to perform work at a location that is not a suitable and safe working environment or to handle, remove or dispose of Hazardous Materials.

3.3 **Users.** "User" means anyone who uses or accesses any Service provided to Customer. Customer will cause Users to comply with this Agreement and is responsible for Users' use of any Service unless expressly provided to the contrary in an applicable Service Publication.

3.4 **Resale of Services.** Customer may not resell the Services or rebrand the Services for resale to third parties without AT&T's prior written consent.

4. PRICING AND BILLING

4.1 **Pricing and Pricing Schedule Term; Terms Applicable After End of Pricing Schedule Term.** The prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule Term and will apply in lieu of the corresponding prices set forth in the applicable Service Publication. No promotion, credit, discount or waiver set forth in a Service Publication will apply. Unless the Pricing Schedule states otherwise, at the end of the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to terminate a Service Component) under a month-to-month service arrangement at the prices, terms and conditions in effect on the last day of the Pricing Schedule Term. AT&T may change such prices, terms or conditions on 30 days' prior notice to Customer.

4.2 **Additional Charges and Taxes.** Prices set forth in a Pricing Schedule are exclusive of and Customer will pay all taxes (excluding those on AT&T's net income), surcharges, recovery fees, customs clearances, duties, levies, shipping charges and other similar charges (and any associated interest and penalties resulting from Customer's failure to timely pay such taxes or similar charges) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent Customer provides a valid exemption certificate prior to the delivery of Services. To the extent required by law, Customer may withhold or deduct any applicable taxes from payments due to AT&T, provided that Customer will use reasonable commercial efforts to minimize any such taxes to the extent allowed by law or treaty and will furnish AT&T with such evidence as may be required by relevant taxing authorities to establish that such tax has been paid so that AT&T may claim any applicable credit.

4.3 **Billing.** Unless a Service Publication specifies otherwise, Customer's obligation to pay for a Service Component begins upon availability of the Service Component to Customer. Customer will pay AT&T without deduction, setoff or delay for any reason (except for withholding taxes as provided in Section 4.2 - Additional Charges and Taxes or in Section 4.5 - Delayed Billing; Disputed Charges). At Customer's request, but subject to AT&T's consent (which may not be unreasonably withheld or withdrawn), Customer's Affiliates may be invoiced separately, and AT&T will accept payment from such Affiliates. Customer will be responsible for payment if Customer's Affiliates do not pay charges in accordance with this Agreement. AT&T may require Customer or its Affiliates to tender a deposit if AT&T determines, in its reasonable judgment, that Customer or its Affiliates are not creditworthy, and AT&T may apply such deposit to any charges owed.

4.4 **Payments.** Payment is due within 30 days after the date of the invoice (unless another date is specified in an applicable Tariff or Guidebook) and must refer to the invoice number. Charges must be paid in the currency specified in the invoice. Restrictive endorsements or other statements on checks are void. Customer will reimburse AT&T for all costs associated with collecting delinquent or dishonored payments, including reasonable attorneys' fees. AT&T may charge late payment fees at the lowest of (a) 1.5% per month (18% per annum), (b) for Services contained in a Tariff or Guidebook at the rate specified therein, or (c) the maximum rate allowed by law for overdue payments.

4.5 **Delayed Billing; Disputed Charges.** Customer will not be required to pay charges for Services initially invoiced more than 6 months after close of the billing period in which the charges were incurred, except for calls assisted by an automated or live operator. If Customer disputes a charge, Customer will provide notice to AT&T specifically identifying the charge and the reason it is disputed within 6 months after the date of the invoice in which the disputed charge initially appears, or Customer waives the right to dispute the charge. The portion of charges in dispute may be withheld and will not be considered overdue until AT&T completes its investigation of the dispute, but Customer may incur late payment fees in accordance with Section 4.4 (Payments). Following AT&T's notice of the results of its investigation to Customer, payment of all properly due charges and properly accrued late payment fees must be made within ten (10) business days. AT&T will reverse any late payment fees that were invoiced in error.

4.6 **Credit Terms.** AT&T retains a lien and purchase money security interest in each item of Purchased Equipment and Vendor Software until Customer pays all sums due. AT&T is authorized to sign and file a financing statement to perfect such security interest.

4.7 **MARC.** Minimum Annual Revenue Commitment ("MARC") means an annual revenue commitment set forth in a Pricing Schedule that Customer agrees to satisfy during each 12-consecutive-month period of the Pricing Schedule Term. If Customer fails to satisfy the MARC for any such 12-month period, Customer will pay a shortfall charge in an amount equal to the difference between the MARC and the total of the applicable MARC-Eligible Charges incurred during such 12-month period, and AT&T may withhold contractual credits until Customer pays the shortfall charge.

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4.8 Adjustments to MARC.

- (a) In the event of a business downturn beyond Customer's control, or a corporate divestiture, merger, acquisition or significant restructuring or reorganization of Customer's business, or network optimization using other Services, or a reduction of AT&T's prices, or a force majeure event, any of which significantly impairs Customer's ability to meet a MARC, AT&T will offer to adjust the affected MARC to reflect Customer's reduced usage of Services (with a corresponding adjustment to the prices, credits or discounts available at the reduced MARC level). If the parties reach agreement on a revised MARC, AT&T and Customer will amend the affected Pricing Schedule prospectively. This Section 4.8 will not apply to a change resulting from Customer's decision to use service providers other than AT&T. Customer will provide AT&T notice of the conditions Customer believes will require the application of this provision. This provision does not constitute a waiver of any charges, including monthly recurring charges and shortfall charges, Customer incurs prior to amendment of the affected Pricing Schedule.
- (b) If Customer, through merger, consolidation, acquisition or otherwise, acquires a new business or operation, Customer and AT&T may agree in writing to include the new business or operation under this Agreement. Such agreement will specify the impact, if any, of such addition on Customer's MARC or other volume or growth discounts and on Customer's attainment thereof.

5. CONFIDENTIAL INFORMATION

5.1 **Confidential Information.** Confidential Information means: (a) information the parties or their Affiliates share with each other in connection with this Agreement or in anticipation of providing Services under this Agreement (including pricing or other proposals), but only to the extent identified as Confidential Information in writing; and (b) except as may be required by applicable law or regulation, the terms of this Agreement.

5.2 **Obligations.** A disclosing party's Confidential Information will, for a period of 3 years following its disclosure to the other party (except in the case of software, for which the period is indefinite): (a) not be disclosed, except to the receiving party's employees, agents and contractors having a need-to-know (but only if such agents and contractors are not direct competitors of the other party and agree in writing to use and disclosure restrictions as restrictive as this Section 5) or to the extent authorized to be revealed by law, governmental authority or legal process (but only if such disclosure is limited to that which is so authorized and prompt notice is provided to the disclosing party to the extent practicable and not prohibited by law, governmental authority or legal process); (b) be held in confidence; and (c) be used only for purposes of using the Services, evaluating proposals for new services or performing this Agreement (including in the case of AT&T to detect fraud, to check quality and to operate, maintain and enhance the network and Services).

5.3 **Exceptions.** The restrictions in this Section 5 will not apply to any information that: (a) is independently developed by the receiving party without use of the disclosing party's Confidential Information; (b) is lawfully received by the receiving party free of any obligation to keep it confidential; or (c) becomes generally available to the public other than by breach of this Agreement.

5.4 **Privacy.** Each party is responsible for complying with the privacy laws applicable to its business. AT&T shall require its personnel, agents and contractors around the world who process Customer Personal Data to protect Customer Personal Data in accordance with the data protection laws and regulations applicable to AT&T's business. If Customer does not want AT&T to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data so that it will be unintelligible. Customer is responsible for obtaining consent from and giving notice to its Users, employees and agents regarding Customer's and AT&T's collection and use of the User, employee or agent information in connection with a Service. Customer will only make accessible or provide Customer Personal Data to AT&T when it has the legal authority to do so. Unless otherwise directed by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization.

6. LIMITATIONS OF LIABILITY AND DISCLAIMERS

6.1 Limitation of Liability.

- (a) EITHER PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR DAMAGES ON ACCOUNT OF ANY CLAIM ARISING OUT OF AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL BE:
 - (i) FOR BODILY INJURY, DEATH OR DAMAGE TO REAL PROPERTY OR TO TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY A PARTY'S NEGLIGENCE, PROVEN DIRECT DAMAGES;
 - (ii) FOR BREACH OF SECTION 5 (Confidential Information), SECTION 10.1 (Publicity) OR SECTION 10.2 (Trademarks), PROVEN DIRECT DAMAGES;
 - (iii) FOR ANY THIRD-PARTY CLAIMS, THE REMEDIES AVAILABLE UNDER SECTION 7 (Third Party Claims);
 - (iv) FOR CLAIMS ARISING FROM THE OTHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVEN DAMAGES; OR
 - (v) FOR CLAIMS OTHER THAN THOSE SET FORTH IN SECTION 6.1(a)(i)-(iv), PROVEN DIRECT DAMAGES NOT TO EXCEED, ON A PER CLAIM OR AGGREGATE BASIS DURING ANY TWELVE (12) MONTH PERIOD, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES INCURRED BY CUSTOMER FOR THE AFFECTED SERVICE IN THE RELEVANT COUNTRY DURING THE THREE (3) MONTHS PRECEDING THE MONTH IN WHICH THE CLAIM AROSE.

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- (b) EXCEPT AS SET FORTH IN SECTION 7 (Third Party Claims) OR IN THE CASE OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS.
- (c) THE LIMITATIONS IN THIS SECTION 6 SHALL NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT.

6.2 **Disclaimer of Liability.** AT&T WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR ANY SERVICE ERROR OR INTERRUPTION, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 OR OTHER EMERGENCY RESPONSE CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR CREDITS EXPLICITLY SET FORTH IN THIS AGREEMENT); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S (OR ITS AFFILIATES', USERS' OR THIRD PARTIES') APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.

6.3 **Purchased Equipment and Vendor Software Warranty.** AT&T shall pass through to Customer any warranties for Purchased Equipment and Vendor Software available from the manufacturer or licensor. The manufacturer or licensor, and not AT&T, is responsible for any such warranty terms and commitments. ALL SOFTWARE AND PURCHASED EQUIPMENT IS OTHERWISE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS.

6.4 **Disclaimer of Warranties.** AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER) AND MAKES NO GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION.

6.5 **Application and Survival.** The disclaimer of warranties and limitations of liability set forth in this Agreement will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages and will apply so as to limit the liability of each party and its Affiliates and their respective employees, directors, subcontractors and suppliers. The limitations of liability and disclaimers set out in this Section 6 will survive failure of any exclusive remedies provided in this Agreement.

7. THIRD PARTY CLAIMS

7.1 **AT&T's Obligations.** AT&T agrees at its expense to defend and either to settle any third-party claim against Customer, its Affiliates and its and their respective employees and directors or to pay all damages that a court finally awards against such parties for a claim alleging that a Service provided to Customer under this Agreement infringes any patent, trademark, copyright or trade secret, but not where the claimed infringement arises out of or results from: (a) Customer's, its Affiliate's or a User's content; (b) modifications to the Service by Customer, its Affiliate or a third party, or combinations of the Service with any non-AT&T services or products by Customer or others; (c) AT&T's adherence to Customer's or its Affiliate's written requirements; or (d) use of a Service in violation of this Agreement.

7.2 **Customer's Obligations.** Customer agrees at its expense to defend and either to settle any third-party claim against AT&T, its Affiliates and its and their respective employees, directors, subcontractors and suppliers or to pay all damages that a court finally awards against such parties for a claim that: (a) arises out of Customer's, its Affiliate's or a User's access to or use of the Services and the claim is not the responsibility of AT&T under Section 7.1; (b) alleges that a Service infringes any patent, trademark, copyright or trade secret and falls within the exceptions in Section 7.1; or (c) alleges a breach by Customer, its Affiliate or a User of a Software license agreement.

7.3 **Infringing Services.** Whenever AT&T is liable under Section 7.1, AT&T may at its option either procure the right for Customer to continue using, or may replace or modify, the Service so that it is non-infringing.

7.4 **Notice and Cooperation.** The party seeking defense or settlement of a third-party claim under this Section 7 will provide notice to the other party promptly upon learning of any claim for which defense or settlement may be sought, but failure to do so will have no effect except to the extent the other party is prejudiced by the delay. The party seeking defense or settlement will allow the other party to control the defense and settlement of the claim and will reasonably cooperate with the defense. The defending party will use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim where relief against the party being defended is limited to monetary damages that are paid by the defending party under this Section 7.

7.5 AT&T's obligations under Section 7.1 shall not extend to actual or alleged infringement or misappropriation of intellectual property based on Purchased Equipment, Software, or Third-Party Services.

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8. SUSPENSION AND TERMINATION

8.1 **Termination of Agreement.** This Agreement may be terminated immediately upon notice by either party if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, enters receivership or any state insolvency proceeding or makes an assignment for the benefit of its creditors.

8.2 **Termination or Suspension.** The following additional termination provisions apply:

- (a) **Material Breach.** If either party fails to perform or observe any material warranty, representation, term or condition of this Agreement, including non-payment of charges, and such failure continues unremedied for 30 days after receipt of notice, the aggrieved party may terminate (and AT&T may suspend and later terminate) the affected Service Components and, if the breach materially and adversely affects the entire Agreement, terminate (and AT&T may suspend and later terminate) the entire Agreement.
- (b) **Materially Adverse Impact.** If AT&T revises a Service Publication, the revision has a materially adverse impact on Customer and AT&T does not effect revisions that remedy such materially adverse impact within 30 days after receipt of notice from Customer, then Customer may, as Customer's sole remedy, elect to terminate the affected Service Components on 30 days' notice to AT&T, given not later than 90 days after Customer first learns of the revision to the Service Publication. "Materially adverse impacts" do not include changes to non-stabilized pricing, changes required by governmental authority, or assessment of or changes to additional charges such as surcharges or taxes.
- (c) **Internet Services.** If Customer fails to rectify a violation of the AUP within 5 days after receiving notice from AT&T, AT&T may suspend the affected Service Components. AT&T reserves the right, however, to suspend or terminate immediately when: (i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines that (a) it may be exposed to sanctions, liability, prosecution or other adverse consequences under applicable law if AT&T were to allow the violation to continue; (b) such violation may harm or interfere with the integrity, normal operations or security of AT&T's network or networks with which AT&T is interconnected or may interfere with another customer's use of AT&T services or the Internet; or (c) such violation otherwise presents an imminent risk of harm to AT&T, AT&T's customers or its or their respective employees.
- (d) **Fraud or Abuse.** AT&T may terminate or suspend an affected Service or Service Component and, if the activity materially and adversely affects the entire Agreement, terminate or suspend the entire Agreement, immediately by providing Customer with as much advance notice as is reasonably practicable under the circumstances if Customer, in the course of breaching the Agreement: (i) commits a fraud upon AT&T; (ii) uses the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services.
- (e) **Infringing Services.** If the options described in Section 7.3 (Infringing Services) are not reasonably available, AT&T may at its option terminate the affected Services or Service Components without liability other than as stated in Section 7.1 (AT&T's Obligations).
- (f) **Hazardous Materials.** If AT&T encounters any Hazardous Materials at the Site, AT&T may terminate the affected Services or Service Components or may suspend performance until Customer removes and remediates the Hazardous Materials at Customer's expense in accordance with applicable law.

8.3 Effect of Termination.

- (a) Termination or suspension by either party of a Service or Service Component does not waive any other rights or remedies a party may have under this Agreement and will not affect the rights and obligations of the parties regarding any other Service or Service Component.
- (b) If a Service or Service Component is terminated, Customer will pay all amounts incurred prior to the effective date of termination.

8.4 Termination Charges.

- (a) If Customer terminates this Agreement or an affected Service or Service Component for cause in accordance with the Agreement or if AT&T terminates a Service or Service Component other than for cause, Customer will not be liable for the termination charges set forth in this Section 8.4.
- (b) If Customer or AT&T terminates a Service or Service Component prior to Cutover other than as set forth in Section 8.4(a), Customer (i) will pay any pre-Cutover termination or cancellation charges set out in a Pricing Schedule or Service Publication, or (ii) in the absence of such specified charges, will reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third party charges resulting from the termination.
- (c) If Customer or AT&T terminates a Service or Service Component after Cutover other than as set forth in Section 8.4(a), Customer will pay applicable termination charges as follows: (i) 50% (unless a different amount is specified in the Pricing Schedule) of any unpaid recurring charges for the terminated Service or Service Component attributable to the unexpired portion of an applicable Minimum Payment Period; (ii) if termination occurs before the end of an applicable Minimum Retention Period, any associated credits or waived or unpaid non-recurring charges; and (iii) any charges incurred by AT&T from a third party (i.e.,

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not an AT&T Affiliate) due to the termination. The charges set forth in Sections 8.4(c)(i) and (ii) will not apply if a terminated Service Component is replaced with an upgraded Service Component at the same Site, but only if the Minimum Payment Period or Minimum Retention Period, as applicable, (the "Minimum Period") and associated charge for the replacement Service Component are equal to or greater than the corresponding Minimum Period and associated charge for the terminated Service Component, respectively, and if the upgrade is not restricted in the applicable Service Publication.

- (d) In addition, if Customer terminates a Pricing Schedule that has a MARC, Customer will pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term.

9. IMPORT/EXPORT CONTROL

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under this Agreement (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

10. MISCELLANEOUS PROVISIONS

10.1 **Publicity.** Neither party may issue any public statements or announcements relating to the terms of this Agreement or to the provision of Services without the prior written consent of the other party.

10.2 **Trademarks.** Each party agrees not to display or use, in advertising or otherwise, any of the other party's trade names, logos, trademarks, service marks or other indicia of origin without the other party's prior written consent, which consent may be revoked at any time by notice.

10.3 **Independent Contractor.** Each party is an independent contractor. Neither party controls the other, and neither party nor its Affiliates, employees, agents or contractors are Affiliates, employees, agents or contractors of the other party.

10.4 **Force Majeure.** Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to fire, explosion, cable cuts, power blackout, earthquake, flood, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts of a public enemy, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies or other causes beyond such party's reasonable control.

10.5 **Amendments and Waivers.** Any supplement to or modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. A waiver by either party of any breach of this Agreement will not operate as a waiver of any other breach of this Agreement.

10.6 Assignment and Subcontracting.

- (a) Customer may, without AT&T's consent but upon notice to AT&T, assign in whole or relevant part its rights and obligations under this Agreement to a Customer Affiliate. AT&T may, without Customer's consent, assign in whole or relevant part its rights and obligations under this Agreement to an AT&T Affiliate. In no other case may this Agreement be assigned by either party without the prior written consent of the other party (which consent will not be unreasonably withheld or delayed). In the case of any assignment, the assigning party shall remain financially responsible for the performance of the assigned obligations.
- (b) AT&T may subcontract to an Affiliate or a third party work to be performed under this Agreement but will remain financially responsible for the performance of such obligations.
- (c) In countries where AT&T does not have an Affiliate to provide a Service, AT&T may assign its rights and obligations related to such Service to a local service provider, but AT&T will remain responsible to Customer for such obligations. In certain countries, Customer may be required to contract directly with the local service provider.

10.7 **Severability.** If any portion of this Agreement is found to be invalid or unenforceable or if, notwithstanding Section 10.11 (Governing Law), applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.

10.8 **Injunctive Relief.** Nothing in this Agreement is intended to or should be construed to prohibit a party from seeking preliminary or permanent injunctive relief in appropriate circumstances from a court of competent jurisdiction.

10.9 **Legal Action.** Any legal action arising in connection with this Agreement must be filed within two (2) years after the cause of action accrues, or it will be deemed time-barred and waived. The parties waive any statute of limitations to the contrary.

10.10 **Notices.** Any required notices under this Agreement shall be in writing and shall be deemed validly delivered if made by hand (in which case delivery will be deemed to have been effected immediately), or by overnight mail (in which case delivery will be deemed to have been effected one (1) business day after the date of mailing), or by first class pre-paid post (in which case delivery will be deemed to have been effected five (5) days after the date of posting), or by facsimile or electronic transmission (in which case delivery will be deemed to have been effected on the day the transmission was sent). Any such notice shall be sent to the office of the recipient set forth on the cover page of this Agreement or to such other office or recipient as designated in writing from time to time.

10.11 **Governing Law.** This Agreement will be governed by the law of the State of New York, ^{Guam} without regard to its conflict of law principles, unless a regulatory agency with jurisdiction over the applicable Service applies a different law. The United Nations Convention on Contracts for International Sale of Goods will not apply.

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10.12 **Compliance with Laws.** Each party will comply with all applicable laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction. ✓

10.13 **No Third Party Beneficiaries.** This Agreement is for the benefit of Customer and AT&T and does not provide any third party (including Users) the right to enforce it or to bring an action for any remedy, claim, liability, reimbursement or cause of action or any other right or privilege.

10.14 **Survival.** The respective obligations of Customer and AT&T that by their nature would continue beyond the termination or expiration of this Agreement, including the obligations set forth in Section 5 (Confidential Information), Section 6 (Limitations of Liability and Disclaimers) and Section 7 (Third Party Claims), will survive such termination or expiration.

10.15 **Agreement Language.** The language of this Agreement is English. If there is a conflict between this Agreement and any translation, the English version will take precedence.

10.16 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter. Except as provided in Section 2.4 (License and Other Terms), this Agreement supersedes all other agreements, proposals, representations, statements and understandings, whether written or oral, concerning the Services or the rights and obligations relating to the Services, and the parties disclaim any reliance thereon. This Agreement will not be modified or supplemented by any written or oral statements, proposals, representations, advertisements, service descriptions or purchase order forms not expressly set forth in this Agreement.

11. DEFINITIONS

"**Affiliate**" of a party means any entity that controls, is controlled by or is under common control with such party.

"**API**" means an application program interface used to make a resources request from a remote implementer program. An API may include coding, specifications for routines, data structures, object classes, and protocols used to communicate between programs.

"**AT&T Software**" means software, including APIs, and all associated written and electronic documentation and data owned by AT&T and licensed by AT&T to Customer. AT&T Software does not include software that is not furnished to Customer.

"**Customer Personal Data**" means information that identifies an individual, that Customer directly or indirectly makes accessible to AT&T and that AT&T collects, holds or uses in the course of providing the Services.

"**Cutover**" means the date Customer's obligation to pay for Services begins.

"**Effective Date**" of a Pricing Schedule means the date on which the last party signs the Pricing Schedule unless a later date is required by regulation or law.

"**MARC-Eligible Charges**" means the recurring and usage charges (including amounts calculated from unpaid charges that are owed under Section 8.4(c)(i)), after deducting applicable discounts and credits (other than outage or SLA credits), that AT&T charges Customer for the Services identified in the applicable Pricing Schedule as MARC-contributing. The following are not MARC-Eligible Charges: (a) charges for or in connection with Customer's purchase of equipment; (b) taxes; and (c) charges imposed in connection with governmentally imposed costs or fees (such as USF, PICC, payphone service provider compensation, E911 and deaf relay charges).

"**Minimum Payment Period**" means the Minimum Payment Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to pay recurring charges for the Service Component.

"**Minimum Retention Period**" means the Minimum Retention Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to maintain service to avoid the payment (or repayment) of certain credits, waived charges or amortized charges.

"**Purchased Equipment**" means equipment or other tangible products Customer purchases under this Agreement, including any replacements of Purchased Equipment provided to Customer. Purchased Equipment also includes any internal code required to operate such Equipment. Purchased Equipment does not include Software but does include any physical media provided to Customer on which Software is stored.

"**Service Component**" means an individual component of a Service provided under this Agreement.

"**Service Publications**" means Tariffs, Guidebooks, Service Guides and the AUP.

"**Site**" means a physical location, including Customer's collocation space on AT&T's or its Affiliate's or subcontractor's property, where AT&T installs or provides a Service.

"**Software**" means AT&T Software and Vendor Software.

"**Third-Party Service**" means a service provided directly to Customer by a third party under a separate agreement between Customer and the third party.

"**Vendor Software**" means software, including APIs, and all associated written and electronic documentation and data AT&T furnishes to Customer, other than AT&T Software.

Guam Fire Dept 911 RMS
AT&T Pricing No. FY2019-0280 / ROME
Num: 1-A4Y4SXP Period of Performance:
01/01/2020 through 12/31/2022



USE AND DISCLOSURE OF DATA

The Offeror has carefully reviewed all data included in this proposal with regard to its potential release in response to the Freedom of Information Act requests. Those data which are believed to be exempt from mandatory disclosure under Exemption 4 of the Freedom of Information Act (5 U.S.C. 552(b)(4)) are contained on the pages enumerated in the NOTICE set forth below. Release of those data, which are considered trade secrets, would provide competitors with valuable insights into the Offeror's operations and as a result would cause the Offeror to suffer substantial competitive harm. Such data is also protected from disclosure under The Trade Secrets Act, 18 U.S.C. 1905.

NOTICE

Data included in this response shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this response. However, if a contract is awarded to AT&T as a result of, or in connection with the submission of these data, the Government shall have the right to duplicate, use or disclose the data to the extent provided in the contract. This restriction does not limit the Government's right to use information contained in the response if it is obtainable from another source without restriction. The data subject to this restriction are contained in all pages of AT&T's response bearing the "Use and disclosure" legend.

ITEM NO	SERVICES	QUANTITY	Lot	UNIT PRICE	AMOUNT
Subtask A	Guam Fire Department Deployment	12	Mo	\$240,178.94	\$2,882,147.30
	FFP Circuit Turn-up and Cutover to Emergency Dispatch Center, which and Materials necessary to deploy 911-RMS infrastructure.				
Subtask B	Guam Fire Department Sustainment Option Yr. 1	12	Mo	\$ 94,521.78	\$1,134,261.40
	FFP Sustainment for the 911- RMS including all Labor and Materials				
Subtask C	Guam Fire Department Sustainment Option Yr. 2	12	Mo	\$94,649.97	\$1,135,799.68
	FFP Sustainment for the 911- RMS including all Labor and Materials				
Subtask D	Travel	12	Mo	\$7,554.49	\$ 100,000.00
	FFP Annual Onsite Technical Support				
Subtask E	Travel - Option Year 1	12	Mo	\$4,683.18	\$ 56,198.17
	FFP Annual Onsite Technical Support				
Subtask F	Travel - Option Year 2	12	Mo	\$4,682.78	\$ 56,193.30
	FFP Annual Onsite Technical Support				

Guam Fire Department - Deployment Costs - Base Year

Call Handling 911-RMS

Item	Description - Deployment Services	QTY	Non-Recurring Cost		Exten
911ERS	Network Based NextGen Emergency Routing Service	64	\$	100.00	\$
911ERSN	Integrated Emergency Response Service, agent services	10	\$	12,962.00	\$
911MNG	Managed Net Gateway Service	27	\$	126.75	\$
911MRSIP	Managed NextGen 9-1-1 IP PSAP Network Termination	8	\$	390.00	\$
911CMR	Call Metrics Reporting, initial instance per agency.	1	\$	195.00	\$
911CMRA	Call Metrics Reporting, each additional instance.	2	\$	97.50	\$
911ERS10	Emergency Response Service, basic, up to 10 positions *	1	\$	5,655.00	\$
911NCCNE	NCCNE	1	\$	800,000.00	\$
				SUBTOTAL	\$

Vendors

Caliber - CAD		1	\$	1,163,576.00	\$
RedSky - Network Call Routing		1	\$	-	\$
Solacom - Dispatch		1	\$	883,172.31	\$
M80- Furniture / Space Refurbishment		1	\$	84,945.34	\$
				SUBTOTAL	\$

AT&T GSI	AT&T GSI	Hours	Rate	Extended	
AT&T GSI Labor	Program Manager	416	\$	232.83	N/A
AT&T GSI Labor	Project Manager	1040	\$	156.41	N/A
AT&T GSI Labor	IA Manager	40	\$	143.02	N/A
AT&T GSI Labor	Service Executive	96	\$	239.17	N/A
AT&T GSI Labor	Telephony Expert	1040	\$	91.72	N/A
AT&T GSI Labor	Telephony Expert I	1040	\$	145.44	N/A
AT&T GSI Labor	Project Control	416	\$	100.95	N/A
		SUBTOTAL	4088		\$

Bandwidth Connectivity

Item	Description	
WAN/Esnet	Guam Fire Department Network Cost	\$25,000
		SUBTOTAL

Travel SubTask D

Travel	Annual Onsite Technical Support		\$
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Guam Fire Department - Sustainment Costs Option Year 1

Call Handling 911-RMS

Item	Description	QTY		MRC	Extended Monthly F
911ERS	Network Based NextGen Emergency Routing Service	64		\$ 10.00	\$
911ERSN	Integrated Emergency Response Service, agent services	10		\$ 149.00	\$
911MNG	Managed Net Gateway Service	27		\$ 39.00	\$
911TERM	Local Line Svc per line	8		\$ 13.65	\$
911MRSIP	Managed NextGen 9-1-1 IP PSAP Network Termination	8		\$ 422.18	\$
911MDS	Media Delivery Service	10		\$ 22.00	\$
911CMR	Call Metrics Reporting, initial instance per agency.	1		\$ 277.88	\$
911CMRA	Call Metrics Reporting, each additional instance.	2		\$ 29.25	\$
911ERS10	Emergency Response Service, basic, up to 10 positions	1		\$ 19.50	\$
911NCCNE	NCCNE	1		\$ 10,000.00	\$

SUBTOTAL

\$

Vendors				Annual Cost	Monthly Recurring
Caliber - CAD		12	\$ -	\$ 140,513.64	\$
RedSky - Network Call Routing		12	\$ -	\$ -	\$
Solacom - Dispatch Workstations/Software/Call		12	\$ -	\$ 343,391.56	\$
M80- Furniture / Space Refurbishment		12	\$ -	\$ 1,375.68	\$

\$

AT&T GSI	AT&T GSI	Hours	Rate	Extended	Monthly Recurring
AT&T GSI Labor	Program Manager	0	\$ 238.93	N/A	\$
AT&T GSI Labor	Project Manager	8	\$ 160.51	N/A	\$
AT&T GSI Labor	IA Manager	4	\$ 146.77	N/A	\$
AT&T GSI Labor	Telephony Expert	25	\$ 94.11	N/A	\$
AT&T GSI Labor	Telephony Expert I	0	\$ 149.24	N/A	\$
AT&T GSI Labor	Training	2	\$ 98.98	N/A	\$
AT&T GSI Labor	Project Control	4	\$ 103.58	N/A	\$
	SUBTOTAL	43			\$

Bandwidth Connectivity

Item	Description				Monthly Recurring
WAN/Esnet	Guam Fire Department Network Cost				\$32,000.00
				SUBTOTAL	\$32,000.00

Total Monthly Recurring \$ 94,521.78

Total Annual Cost \$ 1,134,261.40

Travel SubTask E

Travel	Annual Onsite Technical Support				\$
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Guam Fire Department Sustainment Costs Option Year 2

Call Handling 911-RMS

Item	Description	QTY		MRC	Extended Monthly
911ERS	Network Based NextGen Emergency Routing Service	64		\$ 10.00	\$
911ERSN	Integrated Emergency Response Service, agent services	10		\$ 149.00	\$
911MNG	Managed Net Gateway Service	27		\$ 39.00	\$
911TERM	Local Line Svc per line	8		\$ 13.65	\$
911MRSIP	Managed NextGen 9-1-1 IP PSAP Network Termination	8		\$ 422.18	\$
911MDS	Media Delivery Service	10		\$ 22.00	\$
911CMR	Call Metrics Reporting, initial instance per agency.	1		\$ 277.88	\$
911CMRA	Call Metrics Reporting, each additional instance.	2		\$ 29.25	\$
911ERS10	Emergency Response Service, basic, up to 10 positions	1		\$ 19.50	\$
911NCCNE	NCCNE	1		\$ 10,000.00	\$

SUBTOTAL

\$

Vendors				Annual	Monthly Recurring
Caliber - CAD		12	\$ -	\$ 140,513.52	\$
RedSky - Network Call Routing		12	\$ -	\$ -	\$
Solacom - Dispatch Workstations/Software/Call		12	\$ -	\$ 343,391.56	\$
M80- Furniture / Space Refurbishment		12	\$ -	\$ 1,375.68	\$

\$

AT&T GSI	AT&T GSI	Hours	Rate	Extended	Monthly Recurring
AT&T GSI Labor	Program Manager	0	\$ 245.26	N/A	\$
AT&T GSI Labor	Project Manager	8	\$ 164.76	N/A	\$
AT&T GSI Labor	IA Manager	4	\$ 150.65	N/A	\$
AT&T GSI Labor	Telephony Expert	25	\$ 96.61	N/A	\$
AT&T GSI Labor	Telephony Expert I	0	\$ 153.23	N/A	\$
AT&T GSI Labor	Training	2	\$ 101.59	N/A	\$
AT&T GSI Labor	Project Control	4	\$ 106.32	N/A	\$

SUBTOTAL

43

\$

Bandwidth Connectivity

Item	Description				Monthly Recurring
WAN/Esnet	Guam Fire Department Network Cost				\$32,000.00
				SUBTOTAL	\$32,000.00
				Total Monthly Recurring	\$94,649.97
				Total Annual Cost	\$ 1,000,000.00

Travel SubTask F

Travel	Annual Onsite Technical Support				\$
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SCOPE

OVERVIEW

With the advent of a more pervasive broadband culture, there is a compelling need for the Guam Fire Department (GFD) to utilize a new, more capable Emergency Dispatch System that will allow the general public to send texts, images, video, and other data to a Public Safety Access Point (PSAP), in addition to accommodating 9-1-1 calls originating from mobile communication devices. The primary goal of this performance-based acquisition project is to completely transition the GFD PSAP to a Next Generation 9-1-1 (NG911) Emergency Dispatch System platform with an integrated Computer Aided Dispatch (CAD) capability.

BACKGROUND

This Delivery Order directs the design, installation, and maintenance of an NG911 Emergency Dispatch System platform and integrated CAD system for the GFD, as part of an overall PSAP upgrade.

Contractor Responsibilities. The Contractor shall provide as a service (i.e., Contractor retain full ownership of all associated equipment, software, and network infrastructure) a hosted NG911 platform with integrated CAD; will design, install, maintain, and own the system after installation; and will periodically upgrade the system to the latest NENA standards, as applicable. System compliance upgrades, at no additional cost, will be scheduled at a time and frequency mutually acceptable to the GFD and the Contractor.

In coordination with the GFD, Contractor will facilitate the migration of the current GFD Enhanced 9-1-1 (E9-1-1) platform from its fixed, telephony-based system, to a new, integrated NG911 platform with integrated CAD. Contractor will also provide all necessary training and ongoing technical support for the NG911 and integrated CAD platform.

It will be the Contractor's sole responsibility, at no further cost to GFD, to repair, refurbish, or modify all equipment, software, and materials furnished under the awarded contract to the extent necessary for the Contractor to meet all of its obligations under the awarded contract in a timely fashion.

TYPE OF CONTRACT TO BE OFFERED AND TERM

This contract is a Firm Fixed Price (FFP) services-based award for the design, installation, maintenance, and operation of a NG911 system with integrated CAD. The period of performance for system design and installation services contained in the Scope of Services is one (1) year, with two subsequent maintenance and operation periods of one (1) year each, with potential renewal or extension periods of up to an additional two (2) years. Any contract that results from this solicitation will be a multi-term professional services contract for the design, installation, maintenance, and operation of a new NG911 system and integrated CAD system.

1. Initial Term. The initial term of the contract shall be for three years (Base Year

and two Execution Years). The date on which the Governor signs the contract will be the effective date of the contract. However, services shall begin upon the date that GFD issues a written Notice to Proceed (NTP) to the Contractor (Initial Term). Only then may contract Services begin.

2. **Renewal Maintenance and Operation Terms.** At the sole option of GFD, and upon satisfactory performance by Contractor, the contract may be renewed or extended for any number of time period(s) determined to be in the best interests of the Government of Guam, for a total of up to two additional years (each renewal being a "Renewal Term") for the purposes of continued maintenance, support, and/or operation of the installed System. Any renewal of the contract for continued Services will be subject to negotiation.

3. **No Cost Extension Terms.** Should the Contractor require additional time to complete any contract objectives, for good cause, and at the sole option of GFD, the resulting contract may be extended for one No Cost Extension Term of up to six (6) months with no additional obligation of any funds by GFD. If GFD elects to extend the contract under this provision, the No Cost Extension Term shall be exercised by GFD through the execution of a written determination signed by the Procurement Officer and placed in the contract file prior to the end date of the period of performance of the contract. Any No Cost Extension shall not be subject to negotiation. The No Cost extension shall be on the same terms, conditions, and pricing as is in effect under the existing contract, but at no additional cost to GFD and with no additional obligation of funds.

4. **Option to Purchase.** The GFD shall have the option to negotiate the purchase the Delivery Order-associated NG911 workstation/dispatch equipment (including CAD), typically at the fair market value price of the system(s) at the time of deployment, as included in the Contractor's original Cost Proposal. This option to negotiate purchase may be exercised by the GFD at any time throughout the duration of the awarded contract or during any extensions or renewals.

All renewals, extensions, Renewal Terms, No Cost Extension Terms, and Options to Purchase are subject to the availability of funds. In no case shall any extension or renewal extend the total term of the contract beyond five (5) years. Unless cancelled for lack of funds, terminated, renewed, or extended prior to expiration, the contract shall expire at the end of the Initial term or at the end of any subsequent Renewal Term, any subsequent Extension Term, or any No Cost Extension term exercised by GFD.

GENERAL SCOPE OF SERVICES

The GFD recognizes that i3/NG911 Standards are continually evolving. The Contractor is expected to offer a service (including equipment and software) that is fully compliant with either the latest version of the NENA i3/NG911 Standards or the most current NENA Standards in effect at the time of award. In addition, the Contractor should demonstrate an extraordinary knowledge of system security relative to system software operating programs, physical facilities, and electronic protection to safeguard the network from man-made attacks as well as natural events.

System minimum provisions:

1. Contractor shall install a complete and fully operational System. The System shall include both an NG911 platform and an integrated CAD system. If the Contractor's System, as installed, does not meet the technical specifications offered in Contractor's Proposal and agreed upon in any resulting contract, all additions or modifications required to meet those technical specifications to the satisfaction of GFD shall be at the sole expense of the Contractor.
2. System data must be replicated on multiple servers or at separate locations; no centralized server is suitable due to survivability and risk mitigation needs, and Contractor will ensure that no single component will create a single point of failure for the System.
3. Upon successful design and acceptance of the new System, the Contractor must ensure no break in 9-1-1 services in Guam and continue the current E9-1-1 system's operation while transitioning to the new System. Transition should occur seamlessly while uninstalling and removing all legacy equipment, including servers, cabling, workstations, interfaces, etc. The Contractor will be required to submit a Removal Plan to GFD for review and approval a minimum of forty-five (45) days prior to commencement of any such work. All such work will be executed under oversight by GFD.
4. The NG911 Platform and CAD System shall be operational and fully functional 99.999% of the time. The new System must provide for the hot-swap replacement of components. The Contractor or anyone servicing the System must be able to remove and replace servers, drives, and network components while the applications and System remain operational.

The remainder of this general Scope of Services includes the following goals, items of equipment, System features, System components, and Services:

1. A. Design and installation of one (1) PSAP (Public Safety Answering Point) with ten (10) CAD workstations and four (4) CAD Remote backup workstations for the Continuity of Operations Plan (COOP) location, to include the latest in ergonomic design and structural components of the new workstations as part of the design phase. The ten (10) CAD workstations should consist of eight (8) regular CAD dispatch workstations and two (2) CAD supervisory workstations and;

B. Ten (10) Call Taking workstations and four (4) Call Taking Remote backup workstations for the Continuity of Operations Plan (COOP) location, to include the latest in ergonomic design and structural components of the new workstations as part of the design phase. The ten (10) Call Taking workstations should consist of eight (8) regular Call Taking answering workstations and two (2) Call Taking supervisory workstations.
2. GFD seeks a customizable system with standardized features and the capability to seamlessly support communications and data transfer across county, state, territories, and international borders, and across the multitude of emergency response professions and agencies, from traditional PSAPs to Poison Control Centers, trauma centers, the Coast Guard, and disaster management centers.

3. The new System should support such features as text messages for emergencies, images, and video (including support for American Sign Language users), call-recording, and easy access to additional data such as telematics data, building plans, and medical information over a common data network.
4. The new System should: interface/integrate to the PSTN/POTS utilizing required means; interface/integrate with a console system supporting a single user device—headset or handset; interface/integrate to allow transfer of calls utilizing the existing T-1 line(s); and include a compatible, current, digital IP recorder with playback option.
5. The Contractor will assume complete responsibility for engineering, furnishing, installing, testing, implementing, operating, and maintaining the System. The Contractor will be responsible for providing, installing, programming, and maintaining an NG911 and integrated CAD System that is compliant with applicable standards (current and future) and provides a level of service commensurate with public safety mission-critical operations. The Contractor must complete and pass all acceptance tests of System components, software, and equipment to the satisfaction of GFD. The Contractor will also be responsible for integration of certain existing data centers or host PSAPs within the System.

SYSTEM DOCUMENTATION

Two complete sets of as-built drawings shall be developed, submitted to the GFD, and maintained by the Contractor, with updates, as necessary. As-built drawings should be submitted in Microsoft Visio format, or other agreed upon graphic format as delineated in the contract, on two individual sets of CDs. The installation and acceptance of the System shall not be complete until as-built drawings are delivered. The Contractor shall provide and maintain:

- A. System Network Diagrams
- B. Data Flow Diagrams
- C. System Grounding Diagrams
- D. PSAP Workstation and Equipment Floorplans and Layouts
- E. Equipment Rack Layouts

During all phases of the Project, the Contractor will update as-built drawings as system changes are implemented.

The Contractor will provide documentation (user manuals) for the operation of each component of the System at the workstation level.

Once awarded, all documentation required to be provided by the Contractor should be submitted in Microsoft Office format. If not, any specialized software required to view, edit, or maintain system documentation shall be provided by the Contractor at no additional cost to GFD or the Government of Guam.

SOFTWARE MAINTENANCE

The Contractor shall maintain all Contractor-furnished software in a reliable operating condition and incorporate the latest software changes applicable to the installed System for the duration of the contract. All System customizations performed by the Contractor must be included in the continuing maintenance for the duration of the contract, including any maintenance period after expiration of any applicable warranty period.

CONTINUATION OF MAINTENANCE

In the event that the manufacturer and sale of any component of the System is discontinued by the original equipment manufacturer, the Contractor, subject to negotiation and agreement regarding cost, will agree to provide continuous maintenance coverage, if desired by GovGuam, for up to five years (5) from the date GovGuam is notified of the cessation of manufacture of the equipment.

PERSONNEL SECURITY

The Contractor employees shall be fully qualified to work in support of this Delivery Order, both in terms of successfully completing the Contractor's employment requirements (i.e., criminal background and drug check validation), in order to maintain the confidentiality of the NG911 Platform to the greatest extent possible.

ONSITE SYSTEM MAINTENANCE PERSONNEL

The Contractor personnel performing NG911 Platform support shall be technically qualified to provide the following Services:

- A. System Maintenance
- B. System Software Upgrades/Repairs
- C. System Hardware/Equipment Upgrades/Repairs
- D. Database Upgrades/Repairs
- E. 24-Hour On-Call Contractor Contact

NG911 SYSTEM DESIGN AND FEATURES

The NG911 System shall be able to seamlessly transition into operation with no break in emergency services and should demonstrate Next Generation features that include or are upgradable to:

A. CALL ORIGINATING UTILIZING:

1. Internet Protocol (IP) User Agents (UA); i.e., computing devices that support Session Initiation Protocol (SIP) clients such as; IP phones, and IP wireless devices (Audio, Text, Data, and Video).
2. Cellular devices with Short Message Service (SMS).

3. Third-party call centers such as Telematics service Contractors (Audio and Data).
4. IP Video Relay Systems (VRS) for the deaf and hard-of-hearing community (Text, Data, and Video).

B. CALL SUPPORT AND PROCESSING USING:

1. Traditional 9-1-1 trunks (e.g., CAMA) and SIP connections/trunks.
2. NG911 Network components such as Emergency Service Routing Proxy (ESRP) and data gateways.
3. Existing ANI/ALI capabilities and NG911

C. CALL TAKING AT THE PSAP USING:

1. IP Automated Call Distribution (ACD) systems.
2. IP phones and workstations.

D. COMMUNICATION RETRIEVAL/PLAYBACK

NG911 Session Recording and Logging/Selected Admin Lines/Radio Transmission utilizing a Digital Voice Recorder.

E. GFD PSAP

The System platform should support accepting emergency, critical, and administrative calls for eight (8) dispatch/call taking positions and two (2) supervisory dispatch/call taking (expandable to 12 or more).

F. INTERFACE/INTEGRATION

1. System should interface/integrate to allow transfer of calls utilizing the existing T-1 line(s).
2. System should interface/integrate to the PSTN/POTS utilizing required means.
3. System platform should interface/integrate with existing console system supporting a single user device; headset or handset.
4. System platform should include a compatible, current, digital IP recorder with playback option.

G. FEATURES

1. IP-based location acquisition and validation, and call routing.
2. ESINet (if available) interconnection including ECRF-based call routing.
3. System data must be replicated on multiple servers or at separate locations; no centralized server is suitable due to survivability and risk mitigation needs.
4. The System should provide call-handling capabilities that meet or exceed the Government of Guam's call volume requirements.
5. The System should permit customization of the user interface on a per user basis, including screen layout, colors, and fonts.
6. The System should include a log-in feature with history for call takers.
7. The System should be compatible with the following PBX interfaces: Analog; T1; ISDN-PRI with or without QSig; SIP over Ethernet.
8. The System should support multiple layers of redundant call processing and more than one level of survivability.
9. The System should have programmable Automatic Call Distribution (ACD) capabilities included, and not as an additional cost.
10. The System should have the ability to record 9-1-1 audio and shall be played back immediately after the call is ended, if desired. Call takers should have the ability to forward the audio to other positions. Note: this recording capability is intended to replace the existing GG NICE Word-Net 3 recording capabilities.
11. The System should have a dedicated abandoned call visual indicator and support a distinctive tone for abandoned 9-1-1 calls.
12. Call takers should have the ability to recall a list of calls previously answered at the call taking position: A minimum of twenty-five (25) calls is required.
13. Call takers should have the ability to view a minimum of five (5) previous calls from the same phone number as the current call.
14. The System should be capable of conferencing a minimum of four (4) parties.
15. The System should provide a HOLD function that makes it possible for any 9-1-1 call taker (from a different position) to retrieve a call placed on HOLD by another call taker.

16. The System should be designed so that no calls in progress will be dropped or lost due to failure of the telephony servers. Conference servers are not an acceptable substitution.

17. Any authorized call taker or supervisor should have the ability to join an existing call. Upon entering any 9-1-1 or administrative call for which ANI, CBN, ALI, or caller ID information is available, such information should be immediately displayed on the call taker's display, and all parties should be in conference.

18. The central communications platform should have the capability to provide a digital T1 (DS1 standard) and/or ISDN-PRI interface for 9-1-1 trunks and administrative lines. For T1's, this should be a direct connect T1 without the requirements for separate analog channel bank equipment. For ISDN-PRI, all relevant features, including Feature Group D, should be supported. Platform should be capable of supporting single or dual spans. Platform should be capable of supporting a mix of T1 and ISDN-PRI on the same hardware.

19. System should support a distributed architecture and allow for flexible, rules-based call routing using different gateways in different locations, including automated fail-over in case a gateway is temporarily unavailable.

20. System should be expandable (without adding controllers or an additional rack or backroom) to accommodate a 50% growth from current capacity. System expandability should support potential for regionalizing with the Department of Defense team on island, without necessity for multiple disparate controllers.

21. Any authorized call taker or supervisor should have the ability to silently listen to another call taker's telephone conversation from his/her workstation. Such action should not cause any audio or visual disturbance at the monitored answering position. Monitoring can be performed from system IP phones in addition to supervisor workstations.

H. THE FOLLOWING TELEPHONY INTERFACES SHOULD BE SUPPORTED:

1. CAMA (analog and T1);
2. PRI (T1/E1 with or without QSig interface for PBX interconnect to other PBX's);
3. Digital T1 Interface;
4. ISDN Primary Rate Interface;

5. Enhanced MF Signaling Interface;
6. Direct IP Telephony Interconnection.
7. The System should have call monitor/observe/silent monitor functionality.
8. The System should have a Barge-in capability for supervisors or designees.
9. The System should support internal Instant Messaging (IM) between call taker positions.
10. Automatic TDD/TTY Answering System should be provided system-wide that is utilized by each call-taking position. The System shall be capable of transferring and/or conferencing a TD/TTY call. The System should allow users to store and access a minimum of 20 pre-programmed TDD/TTY messages and print the previous TDD/TTY conversations.
11. The System should support the ability to transfer, as required. The System should support pre-programmable intelligent transfer functionality.
12. The System should enable call-takers to perform one-button callback for Hard Line 9-1-1 calls, Wireless 9-1-1 calls, and VoIP calls.
13. The System should provide two output interfaces to the ALI Retrieval system and have an auto ALI re-bid capability.
14. The System should provide the ability to display ALI information to the call-taker before the call is answered.
15. The System should allow multiple carriers to directly interface into the NG911 System.

I. SOFTWARE CONTROL AND COMPONENT REDUNDANCY

1. The NG911 System may be software controlled and should feature component redundancy: all major components proposed in the System should be fully redundant, allowing for full geographical split location of the System, if desired. The System should be designed to allow distribution of major components between multiple locations without requiring the purchase of multiple systems. No single major component failure should disable more than 50% of the System's capacity.

J. SYSTEM ARCHITECTURE

1. The System Architecture should be such that the failure of any one component or module will not result in total system failure, but only the loss of the equipment associated with that module. All vital system modules

should be protected through the use of redundant modules to eliminate any single point of failure. It is mandatory that any central processor should be fully duplicated in a hot standby mode. Switch-over should be automatic and should not require manual intervention.

K. MANAGEMENT AND PROCESSING CAPABILITIES

The System should have the demonstrated ability to effectively manage and process a variety of different call formats including but not limited to:

1. Traditional analog or digital telephone calls.
2. Wireless calls in compliance with the FCC Phase I and Phase II mandate for full call integration.
3. Voice Over IP in native (SIP) format in compliance with the NENA i3 Standard or most current NENA standards in effect at the time of the issuance of the Notice of Award.

L. CALL DISTRIBUTION

The System should be capable of providing intelligent call distribution of 9-1-1 trunks and administrative lines. The Automatic Call Distribution (ACD) should allow for various routing options including as a minimum:

1. The capability to route the call that has been waiting the longest to the first available operator.
2. The capability to ring all answering positions.
3. Circular
4. Multiple Queues
5. Control DND
6. Overflow
7. All call taking, mapping, dispatch, maintenance and administration functions should be via a browser-based application.
8. The Contractor will maintain on Guam a supply of critical spares.
9. When a 9-1-1 call is received, the ANI controller should accept multi-frequency codes extended from the Central Office and decode the calling telephone number and display it on the screen associated with the answering Call Taker's Position.

10. Immediately thereafter the ANI Controller should automatically extend the calling number data to the ALI computer. Then, the ALI information should display the caller's address with the ANI.

11. The System should be capable of supporting a variety of monitor sizes.

12. Administrative and emergency calls should have different type tones to enable the 9-1-1 call taker to distinguish between the two.

M. 9-1-1 ADMINISTRATIVE CALL DETAIL REPORTS

Administrative and 9-1-1 Call Detail Reports (for recordkeeping and legal requirements) should be readily available. These should include, but are not limited to:

1. Call Count by Hour;
2. Call Count by Day;
3. Call Count by Day vs by Hour;
4. Call Count by Week;
5. Call Count by Month;
6. Call Count by Quarter;
7. Call Count by Year;
8. Call Count by Call Types;
9. Call Count Comparison by Month;
10. Call Count by Ring Time Range;
11. Transfer Average by Month; and
12. Trunk and Line Utilization by Day vs Hour

N. GFD NG911 SYSTEM OBJECTIVES

The objectives of the GFD NG911 System are as follows:

1. Provide an answering point for all emergency 9-1-1 calls with ALI.
2. Migrate to a NG911 call taking solution.
3. Provide remote call taking positions.

4. Distribute call taking operations between a main PSAP and backup center or EOC.
5. Deploy call taking solution that is flexible enough to accommodate future plans for regionalization or consolidation.
6. Allow multiple carrier the ability to directly interface to the NG911 solution.
7. Implement NG911 MIS solution.
8. Implement NG911 Mapping solution.
9. Provide manual input of telephone numbers in case of ANI failure in order to receive ALI display.
10. NG911 solution should have a recording function to replace the Government of Guam's existing NICE Word-Net 3 logging recorder.
11. NG911 solution should be integrated with a CAD system to replace the Government of Guam's existing Centracom Gold Elite Dispatch Console System.
12. NG911 solution should transfer emergency calls to the Joint Region Marianas (JRM) Guam Regional Dispatch Center (RDC) on Navy Base Guam and Andersen AFB primary and alternate consolidated dispatch centers. The transfer of emergency calls includes voice and appropriate ANI/ALI information to the Department of Defense team's respective Telephony systems.

O. MAINTENANCE AND SERVICES

1. The System should have the ability to independently use NTP protocol to maintain clock synchronization with a Master Clock. The Contractor should provide the Net Clock for the System.
2. The System should have sufficient capability and capacity to provide full system operation for current and future needs of the GG's access lines at all times, including stand-alone operation without delays in displaying, transferring or ringing. The System server should have sufficient memory and a processor to accomplish the needs of the System now and in the foreseeable future.
3. The Contractor must provide, at no cost to GFD, all software releases designed to enhance the System and to keep the System state-of-the-art for the duration of any awarded and funded contract (up to 5 years).
4. All software updates or enhancements must be accomplished without taking the System out of service.

5. The Contractor shall provide a detailed description and Engineering diagram of the solution, including a discussion of the System's architecture and its ability to provide the Services.
6. The Contractor shall provide training for the System to all Call Takers, Supervisors, Officers-in-Charge, and any pertinent Administrative Staff approved by the Fire Chief.
7. The Contractor shall provide a methodology concerning the procedures for reporting trouble.
8. During the contracted term (up to 5 years), the Contractor shall provide on-site maintenance technicians whenever required, 24-hours per day, seven days per week, including holidays. Response time shall not exceed 1 hour after notification of a critical nature, and 4 hours for all others. Any on-site troubleshooting and replacement of defective components will be performed by the Contractor's manufactured certified technicians. Twenty-four (24) hour system monitoring and remote diagnostics shall also be provided for the duration of the contract. Additionally, the Contractor will be responsible for the cost for connectivity for the remote monitoring of the NG911 System.

COMPUTER AIDED DISPATCH SYSTEM (CAD)

CAD SYSTEM FEATURES

Users should be able to operate CAD system with or without a mouse. Only minimal functions should be mouse controlled.

The work monitor should display, at a minimum, the following:

1. Menu bar containing commands and actions that the user may perform
2. Command line that may be used to type commands into the System
3. Status message area which shows the results of the user actions
4. Info Panel which shows the current System status and the number of messages that exist for user

During the implementation phase of the CAD installation, the Contractor shall work with GFD to provide screen tailoring. This includes the capability to move and delete fields within some forms.

INTERFACE

The Contractor shall ensure that the CAD system is able to interface with NG911 system (hardware and software).

The Contractor may provide the following modules:

1. Data Management Module (Statistics gathered via alarm types, date, times, etc.)
2. Personnel Management Module
3. EMS Module (NEMESIS Compliant)
4. Fire/Incident Management Module (NFIRS Compliant)
5. Law Enforcement Module
6. Ambulance Billing Module

If the Contractor does not provide the above-listed modules, the NG911 System should allow for the expansion of same through future purchase of other software modules or the update/upgrade of the modules listed.

SECURITY

CAD should allow the application to recognize authorized users and provide access to individually authorized functions during sign in. To facilitate these responsibilities, access rights and permissions should be associated with the various functions available within the System.

1. EMD Access to be determined by EMD Supervisor and/or EMD Administrator/Officer-in-Charge
2. EMD Supervisor Access to be determined by EMD Administrator and/or Officer-in-Charge
3. EMD Administrator and/or Officer-in-Charge shall have total access
4. Temporary User Access to be determined on a case-by-case basis

SECURITY ADMINISTRATION

To maintain ease of management of these rights and permissions, the application is partitioned into various management units for administration. The System should allow users to be assigned to one or more roles within the Communication Bureau of GFD and/or the GPD; and should be associated with at least one agency.

1. The sign on and sign off process should consist of the user's credentials to include a user's ID and a password
2. Access privileges shall be set by agency-defined roles. Each user is then assigned to one or more roles.
3. Temporary users should be allowed or created, and become disabled after a determined time period to allow for emergency situations or temporary access to the System.
4. During the sign on, the user should specify a combination of role, geographic responsibility, unit ID, and assigned agency. CAD should then run an agency specific security checks to authenticate the accuracy of user's information, access, and restrictions
5. Users should be allowed a certain number of failed sign-in attempts before locking the user out, once a lock-out has occurred, the System should notify authorized personnel up the user's chain-of-command
6. Device lock-out should occur when there are a certain number of failed log-in attempts due to authentication failure from several users. System should

- notify authorized personnel
7. System should allow only authorized personnel to clear any type of lock-outs
 8. System should cache all successful and unsuccessful sign on/off's for a configurable period of time
 9. System should log user credentials, device ID, the date and time of sign on, and all administrative actions, such as password changes.
 10. System shall provide any of various effective means for user security (example: unplugging headsets, prompt to act, etc.) should the user need to temporarily vacate the workstation in order to prevent tampering.

COMPUTER AIDED DISPATCH & REMOTE DATA SYSTEM

The CAD, Record Management System (RMS), and Remote Data System that the GFD seeks will be integrated into the NG911 System so that the systems work seamlessly together and demonstrate Next Generation features that include or are upgradable to the following objectives:

1. CAD should allow tasks to be entered by keystroke and/or mouse action. However, the system should allow all dispatch commands to be initiated by keystroke only if desired. All commands should be entered in a user defined order without the need for special command identifiers. For instance, a command to en-route a unit might be entered in as "1A11 EN" where "1A11" is the unit ID and "EN" is the user defined status for en-route.
2. Commands should be entered in any order. For instance, the above unit status command could be entered in as "1A11 EN" or "EN 1A11."
3. Data parameters should be entered in any order on the command line. The user should be able to enter a command on the command line without disturbing operations in the work areas.
4. The System should utilize an "intelligent command line" such that it will prompt the user for valid formatting of the command.
5. CAD should provide standard GUI items like drop down menus to make selection easier for frequently used fields such as incident types, disposition codes, agency IDs.
6. CAD should support pre-fill fields in appropriate pre-formatted screens, eliminating redundant data entry. For instance, a specific agency might want the city/village field to be always filled in.
7. Quick entry methods should minimize the keystrokes required to perform incident initiation, incident dispatch, and unit status changes.
8. CAD should provide the user with standard editing capabilities.
9. Users should have the ability to move forward and backward to complete data fields.
10. Users should be able to correct command line errors using edit keys and resubmit the command without having to put the cursor at the end of the command.
11. CAD should provide the user with standard form navigation.
12. The cursor should return to the first position of the first field following completion of a command line function.
13. The CAD user interface should provide the ability to handle the variety of

- transactions that a dispatcher must handle almost simultaneously.
14. The CAD work areas should operate independently--a command or function in one area should not disturb the command or function in the other area.
 15. The CAD system should support multiple command lines.
 16. The CAD system should support multiple work areas. For instance, the call taker should be able to have two or more incident initiation forms displayed at the same time.
 17. CAD should support a split screen capability that provides the display and use of multiple separate work areas and command lines on a single monitor or multiple monitors. These work areas should operate independently and allow the user to perform the same or separate functions from each area.
 18. The user should be able to move easily from one work area to the other via the mouse or keyboard.
 19. CAD should allow multiple CAD functions to be in progress at the same time.
 20. CAD should allow the user to enter a command, then move to another work area or command line and submit another transaction, then return to the previous function and resume where they left off
 21. CAD should have available formatted screens for initiating database inquiries.

CAPACITY AND PERFORMANCE

1. The CAD system shall be functioning and operational 99.999% of the time.
2. CAD response time should be under the GUI standard of 2 seconds unless the operation is external to CAD and, therefore, uncontrollable by CAD.
3. CAD should provide the ability for supervisors to monitor and control other positions without degradation of system performance.
4. CAD should support cross-node synchronization for disaster recovery.

ERROR HANDLING

1. CAD should handle errors in a consistent manner with the display of a message that indicates the problem.
2. CAD should provide editing capabilities for correction of errors.
3. When errors are encountered within a data entry form, CAD should automatically place the cursor on the field in error and display a descriptive error message.

GEO-FILE AND ADDRESS VERIFICATION

1. Ability to update the "live" CAD system with the new geographic file without system downtime or degradation.
2. Ability to maintain a geographic database which includes the following:
 - a. Street records (high, low, cross-streets)
 - b. Common place names
 - c. Aliases
 - d. Intersections
 - e. Latitude/longitude or state plane coordinates

- f. Map references (zone, grid)
 - g. Jurisdiction
 - h. Geographic service area boundaries (e.g., patrol beat, sub beat)
 - i. Freeways
 - j. Zip code
 - k. Sub-division names
 - l. Park names
 - m. School names
3. Ability to validate all location entries against a master geo-file
 4. Ability to support the following location entries:
 - a. Exact address (including ½ addresses)
 - b. Apartment number (e.g., ½, #5, 2D, D2)
 - c. Apartment building name or number
 - d. Block range
 - e. Street name
 - f. Common place name
 - g. City
 - h. Intersections
 - i. Partially spelled or misspelled street names
 - j. Street alias
 - k. Street abbreviation
 - l. Limited access roadways and highways
 - m. Mile marker locations
 5. Contractor's Proposal should describe in detail the location validation process.
 6. Ability to enter a valid street name and be presented with a list of cross streets and associated address ranges.
 7. Ability to enter a partial street name and be presented with a list of possible matches.
 8. Ability to enter a misspelled street name and be presented with a list of possible matches.
 9. Ability to enter a unique building and unit number to clearly identify the location (e.g., 100 Marshal ST, Bldg. 5, Unit 13).
 10. Ability to enter common street alias and abbreviations instead of the actual street name (i.e., MLK for Martin Luther King Blvd.).
 11. Ability to override geo-file by entering valid response area data.
 12. Ability to override geo-file for addresses outside the City limits.
 13. Ability to generate a report of geo-file overrides including all data, operator ID, date, time, operator position.
 14. Ability to display geo-file data when location is validated, including:
 - a. High and low cross streets
 - b. City
 - c. Neighborhood
 - d. Common place or business name
 - e. Response area
 - f. Map page
 - g. Premise warnings or hazards by exact address
 - h. Premise warnings or hazards within a configurable radius
 - i. Prior incidents at exact address within a configurable period of time

15. Intersections maybe entered in any order (i.e. Main/1st or 1st/Main). The order of the entry should not be altered. For example, if the user entered Main/1st, the CAD should not convert the entry to 1st/main.
16. The CAD system should be able to verify an address by a street address (e.g., entering "100 S" would display all streets that have a 100 block and that start with "S").
17. The CAD system should be configurable to allow entry of an address by a common place (e.g., entering "L" would display all common places that start with "L").
18. The CAD system should be able to verify an address by an intersection (e.g., entering "L/S" would display all streets that start with "L" that intersect with a street that starts with "S").
19. The CAD system should allow the user to choose to bypass an unverifiable location to a valid location for purposes of jurisdictional assignment.
20. If the location is bypassed to another valid location, the system should keep the unverified location as the Incident Location and note the location used for verification as a note in the Incident History.
21. The system should allow the agency to be able to configure whether non-verified locations should be flagged.
22. Ability to display the incident location in relation to other active incidents on the map during the incident entry process.

INCIDENT CREATION

1. The CAD system should record the information about an emergency call as an incident that can be initiated, dispatched, displayed, updated, and closed.
2. The CAD system should support the following:
 - a. Combined call taker/dispatcher functions at a single workstation.
 - b. Separate call taker/dispatcher functions at separate workstations.
3. The CAD system should have the ability to record information as an incident at the time of initiation.
4. The System should allow for entry of an Incident location, caller location and a location description, all in separate fields.
5. The System's location description field should be free-form.
6. The Incident Location and Caller Location should be validated against the geo-database
7. The CAD system should indicate, as part of the incident, whether the default priority was overridden by the operator at initiation.
8. The CAD system should support the ability to add unlimited dispositions per incident.
9. When closing an incident, the System should allow for the addition of narrative/comments and a closing disposition in the same string of information.
10. The System should support a field to indicate additional circumstances that effect the response recommendations for the incident.
11. This should be an optional field for the user to complete which allows additional information about the incident type, such as weapon involved, suspect being held, shot fired, that further classify the response.
12. The CAD system should have the ability to allow a user to enter a date and

- time and schedule the incident for a future date/time.
13. The System should support a quick checkbox to indicate whether the incident is on the roadway (with an assigned default) or in the dwelling and be able to determine the appropriate agency response based on this field.
 14. The System's complainant area of the incident entry form should provide a check box so call takers do not have to type "do not contact caller."
 15. The CAD system should assign a unique incident number to each incident.
 16. The System should allow each agency to define whether its incident numbers are automatically reset daily, monthly, or yearly.
 17. Each agency may define the fiscal reset date for the incident number.
 18. Incident numbering formats should be user-defined. For instance, one agency might want the incident number formatted as "year-month-day-sequence number" and another agency might want "day-sequence number".
 19. The incident number should have the ability to support the Julian Date in the format.
 20. The incident record should track the source of the call (e.g., public-initiated, seven-digit, field-initiated).
 21. The System should automatically detect and assign the appropriate source of the call for the following instances:
 - a. 911 call
 - b. Field initiated incident
 - c. MDT initiated incident
 - d. Alarm interface
 - e. Default value if none of the above is detected should be a non-emergency phone request
 22. The System should support the creation and assignment of user defined sources of the call.
 23. The CAD system should support field-initiated incidents from a user.
 24. The CAD system should have the ability to receive 911 call data and initiate incidents from NG911, Enhanced 9-1-1 (E911), Phase I/II or GIS compliant networks or Devices. The CAD system should auto-populate NG911, E911, or Phase I/II ANI/ALI information into specified fields on the incident initiation form.
 25. CAD should automatically transfer the ALI reporting party location field into the incident location field on the incident initiation form if the user does not enter an incident location.
 26. The CAD system should have the ability to receive calls and initiate incidents from regular 7- or 10-digit calls.
 27. The CAD system should have the ability to receive calls and initiate incidents from an investigations request, from the field, and from the TDD emulator.
 28. The call taker should have the option of automatically attaching the content of the TDD conversation to a CAD system incident.
 29. The CAD system should support the definition of an unlimited number of incident types in the incident type database.
 30. The incident type field should be a minimum of six characters in length.
 31. The CAD system should afford the user the ability to select an incident type from a drop-down menu available from the initiation form.
 32. The CAD system should provide a pick list of incident type codes in the

event that the system cannot locate the entered incident type in the incident type database.

33. The operator may enter the incident priority; otherwise, the CAD system should automatically enter the user-defined priority for the incident type.
34. The CAD system should allow the incident type configuration to specify that only certain dispositions are valid for a specific incident type.
35. The System's ability to create an incident type should be based on administrative rights.
36. If an address is validated, the CAD system should automate checks and flag for previous incidents that have occurred at the location. If present, previous incidents should display in a separate work area so as not interrupt the Incident workflow.
37. If persons or vehicles are entered as part of an Incident, the System should do a Previous Person and Previous Vehicle search and present them to the operator in the same manner as previous incidents.
38. Authorized users should have the ability to enter addresses into an address alert file. If a new incident is created and a match is found in the address alert file, the dispatcher should be notified and be able to view the alert information.
39. CAD should support multiple user defined premise information databases that are automatically searched and flagged for the operator anytime the incident is displayed.
40. The premise records should be user defined searches by distance in feet for each type or premise record. For instance, a 1000-foot search for police premise, a 500-foot search for inoperable hydrants, and a 1500-foot search for street closures.
41. The flags that indicate the existence of premise information should differentiate between an exact or in-the-area hit at the incident location.
42. The creation of Premise records should be supported from within the CAD client by authorized users.
43. The System should support the ability to graphically display on the mapping application premise information and link to appropriate documents via a single map click.
44. Premise records should support the assignment of attachments to each premise record (i.e. such as a .pdf, .jpeg, .xls).
45. The System should support the ability to automatically record in the incident when a user views the premise warning or hazard information.
46. The CAD system should maintain an Incident History (including user name and ID) on each incident to include subsequent updates, including changes made to primary fields such as address and telephone number.
47. The CAD system should provide the ability to display the Incident History on open and closed incidents.
48. The CAD system should be capable of printing any incident, whether the incident is open or closed.
49. The CAD system should provide subcomponents of an address (suite, front/rear, etc.).
50. Suite/apartment number should be contained in its own field.
51. Building ID should be contained in its own field.
52. Ability to record Floor Number.

53. Subdivision should be contained in its own field.
54. When a partial location is entered, the CAD system should allow the user to view information about a location in a separate work area, without interruption of data entry in the primary work area.
55. The CAD system should allow the user to select the correct match from the list of possible address matches without having to retype the address.
56. The CAD system should allow the user to page to subsequent screens to view all available information about a location.
57. After an address has been selected, if a common place record exists at the exact address, the CAD system should allow the user to optionally select a common place match.
58. The CAD system should have the ability to provide detailed information on any option returned on the verification form, including displaying cross streets, premise information and response information and zooming the map, to assist in verifying the location.
59. Once the location has been verified, the CAD system should perform a check for duplicate incidents.
60. The CAD system should check incidents for duplicate calls based on a true radius search in a user-definable distance from a coordinate in the geographic area of the incident being initiated. Using predefined grids or artificial boundaries associated with tabular geo-file databases is not acceptable.
61. The CAD system should have the option of searching closed as well as open calls for a duplicate check.
62. The CAD system should display potential duplicate incidents in a separate work area so as not to cover the Incident form or interrupt the Incident workflow.
63. Ability to immediately display potential duplicate incident information during the incident entry process.
64. Ability to prompt operator to verify creation of another incident or to add supplemental information to an existing incident.
65. The CAD system should automatically generate the following:
 - a. A unique incident number
 - b. Geographic location information (e.g., reporting area, zone, village)
 - c. Date and time the incident was initiated.
 - d. ID or Badge Number of the operator who initiated the incident
 - e. ID of the workstation on which the incident was initiated
 - f. Incident priority based on incident type and/or special circumstances
 - g. Queries against the incident address, persons, and vehicles per the agencies configuration
66. The CAD system should display user-defined response messages to the operator for certain incident types, locations, areas and beats. An example might be referring a caller to animal control at a specific telephone number or advising that there is flooding in an area.
67. Incident initiation form should include the following:
 - a. Caller's name
 - b. Caller's location
 - c. Caller's telephone number
 - d. In front of or At Location Flag

- e. Location description
 - f. Separate fields for Latitude and Longitude
 - g. Incident location
68. The incident initiation form should be customizable to order fields and present only those fields that are needed for the customer's business processes.
 69. The CAD system should support creating multiple copies of an incident for the same agency based on Incident Type for the purposes of routing the same incident to multiple users within agencies to allow each copy to be managed individually.
 70. Each copy of the incident should have the same incident number with a unique copy identifier.
 71. Different copies can be routed to different users based on what each user must do for the incident.
 72. Each copy of the incident may be dispatched, updated and closed, without impacting the other copies.
 73. The Incident should have a consolidated view of all copies from within any incident form.
 74. The CAD system should support an intelligent work assist area that displays information relating to what the operator is doing in the Incident form area of the application.
 75. It should be possible to navigate a work assist area with a keyboard, without interrupting the Incident information in the form.
 76. The CAD system should support incident creation from the command line, creation form, and from the mapping application via a point-and-click or drag-and-drop method.
 77. The CAD system should be able to support multi-jurisdictional incidents and assign a unique incident number sequence to each.
 78. The CAD system should support the generation of multiple agency incidents for a single incident initiation (e.g., law, fire, EMS). Each agency should have control of its own databases, resources, procedures, and case numbers.
 79. The CAD system should allow incidents to be associated automatically (if configured by call type) at initiation, or users can manually associate incidents by use of a command.
 80. Agencies shall define by incident type the incidents that shall require the response of more than one agency.
 81. Associated incidents should be clearly denoted to indicate that there are other agencies responding. For instance, when a Fire incident is displayed, if there is an associated Police or EMS incident, the corresponding incident number should be displayed.
 82. The CAD system should have the ability to notify associated incidents when updates are made to any other associated incident.
 83. The CAD system should have the ability to clone incidents. Incident cloning allows for the creation of cloned (or linked) incidents after a parent incident has been created.
 84. Cloning should take place from the command line or from a new form.
 85. The System should allow the user to clone incidents that have a pending, new, active, or closed status.

86. Cloned incidents should maintain the current date and time as well as the date and time of the original incident, for the purposes of reporting incident response time data.
87. The System should allow the dispatcher to designate the agency and the geographic area that will receive the incident during the cloning process.
88. Each cloned incident should have its own incident number.
89. The initiation process should not allow a user to clear an initiation screen in progress without a user warning.
90. Once a location has been verified and checked for duplicates, the CAD system should automatically route the incident to the proper user position(s).
91. Incident routing should be based on the incident location (i.e., zone, village, User ID).
92. The System should not limit the number of users that can review and update a single incident at the same time
93. CAD should allow the transfer of pending incidents from one dispatcher to another.
94. The CAD system should be able to retrieve pending incidents or closed incidents if new information has been discovered for dispatch.
95. By incident type, CAD should be able to override the standard routing, and route based upon a user defined alternative routing. For instance, all police incidents are normally zoned to a dispatcher based upon a coverage area. However, in the instance of a low priority incident that might require a telephone only response, these are routed to an alternate position. This is commonly referred to as a "Teleserve" function.
96. The call taker should have the ability to override the automatic system routing.
97. The System should have the ability for the call taker to handle the initial dispatch of high priority incidents with notification to the responsible dispatcher if the call taker has dispatching capabilities and can act as either a call taker or dispatcher.
98. The CAD system should provide for a minimum of five priority levels (numbered 1 through 5) for the purpose of assigning priority levels to incident types. Priority levels should be system-assigned based on incident type but may be overridden by a personnel incident creation.
99. CAD should provide the means to track race/ethnicity; sex; age; probable cause; arrests; citations; whether or not searches were conducted on the vehicle, driver, and/or passenger(s); and if contraband was discovered.
100. This data can be entered by any authorized user from the Vehicle or Person's screens on the CAD client.
101. The CAD system should support an expandable comments field that dynamically grows if more text is entered than can be displayed on the screen.
102. CAD should provide the call taker an interface with Priority Dispatch's EMD, EFD, and EPD products that allows call-takers to move within the protocol "cards" and provide the most appropriate instruction over the phone based on answers provided by the caller.
103. Responses to the Priority Dispatch program should be captured in the comments or audit trail of the event.

INCIDENT DISPATCH

1. CAD should route an incident based on the agency, type of incident, and its location. From this information, CAD determines the proper jurisdiction and agency. The incident is then routed to the appropriate position(s) covering the area that the incident resides in.
2. CAD should be able to route to all positions signed on to cover the area of response, or positions covering the override area. More than one dispatcher, as well as supervisors, should be able to monitor the various activity or calls at any time.
3. A function key should be used to dispatch a unit or units to an incident when the specified incident number and unit or unit ID's are typed on the command line.
4. A function key should be used to retrieve the oldest, highest-priority incident in the user's pending queue and display the dispatch recommendation form.
5. An Incident Dispatch form should provide the means to display and dispatch recommended units.
6. The CAD system should support the ability to dispatch additional units to an incident from the command line, and incident dispatch form, or using drag and drop functionality.
7. The dispatch recommendation should be configurable to display both available and unavailable units in the response area of the incident. Unavailable units should be highlighted with an identifier or by color-coding to indicate that they are busy but recommendable. The CAD system should allow the dispatch recommendation feature to be disabled system-wide, if an agency chooses not to use it.
8. If the dispatch recommendation is acceptable, the units should be able to be dispatched with a single keystroke.
9. The dispatcher should be able to override the System's unit recommendation.
10. Only units on duty should be recommended for dispatch.
11. The CAD system should support alternate dispatch recommendations for different types of crisis modes (severe weather, special events, etc.).
12. The CAD system should log the recommendation displayed for the user in the incident's history.
13. Units recommended for an incident should be based on the geographic area of the incident, the incident type, and the units' capabilities.
14. If AVL is available, the dispatcher should have the option of using an AVL (closest unit) recommendation or a geographic area recommendation.
15. Units recommended for fire and EMS incidents should be based on the location of the incident, the incident type, the fire zone, any known premise information, and the capabilities of both the apparatus and the staff.
16. There should be no limit to the number of units that may be dispatched to an incident. The CAD system should track all the units individually.
17. It should be possible to dispatch a responding unit to another incident of higher priority. The CAD system should have the option of either allowing the original incident to drop into a configurable call "stack" or have the

original incident return to a pending status. If sent to a pending status, the incident should be flagged, indicating that it was previously dispatched.

18. The CAD system should be able to return the freed incident to the pending queue with minimal user intervention.
19. Users should have the ability to dispatch multiple units to a single incident simultaneously from the command line.
20. If more than one unit is assigned to an incident at one time, the first unit should be designated as the primary unit and any additional units as backups.
21. Optionally, the System should allow the user to assign a specific unit as the primary unit.
22. Units may be "pre-assigned" to incidents. When a unit clears its assignment, it may automatically dispatch to the next "pre-assigned" incident.
23. The CAD system should record intermediate stops made by a unit en-route to another call for service.
24. The CAD system should allow off-duty units to be placed on duty and their status tracked for off duty employment.
25. The CAD system should have the ability to display and update incident information. There should be no limit to the number of authorized users that may review or update the same incident.
26. The CAD system should allow an unlimited number of updates and comments to each incident.
27. The CAD system should support a feature to alert the user when supplemental information is added to an incident, without requiring user action. The alert can then be cleared by the user after reviewing the update.
28. Users and other authorized staff should be able to add comments to any incident record, including closed incidents.
29. The CAD system should maintain timers for each incident and alert the user if the incident has "timed out." Timers are based on the priority of the incident. Pending incidents are timed by the priority of the incident. Timers should be configurable by the System Administrator.
30. The CAD system should support a function to reset timers for incidents that have timed out.
31. The CAD system should record in Incident History time-out and the time-out reset.
32. The CAD system users should be able to recall incidents for review, enter update information, or dispatch additional units.
33. The System should allow an incident to be displayed or updated by entering either the fewest number of significant digits or the unit ID of any unit assigned to the incident.
34. The CAD system should support incident recall using either the command line or preformatted screen.
35. All incident search results should be able to be sent to the printer.
36. The CAD system should be able to clear all units from an incident at closure and assign a final disposition code.
37. The CAD system should respond to the initial dispatch by:
 - a. Automatically assigning the dispatched units to the incident
 - b. Automatically removing the incident from the pending queue

- c. Automatically updating the incident in the incident status display
 - d. Automatically starting the status timers for the dispatched units
 - e. Automatically logging the dispatches in the incident history
 - f. Automatically stamping time, operator, and position for all actions
38. Incident searches should be performed interactively using the following:
 - a. Incident number
 - b. Range of dates
 - c. Range of times
 - d. Geographical area or radius from a specific location
 - e. Incident type
 - f. Assigned unit
 - g. Assigned trooper
 - h. Disposition
 - i. Call taker ID
 - j. User ID
 39. The CAD system should allow the call taker to dispatch the call based on the CAD system/AVL unit recommendation.
 40. The System should be highly configurable and should support the following:
 - a. Agency-defined response zones/beats/boxes
 - b. Agency-defined station order responses
 - c. Agency-defined responses
 - d. Agency-defined location or premise classifications
 - e. Agency-defined equipment or apparatus types
 41. The System should provide the means to identify a "Split Crew" or "Cross Staffing" which is a single crew assigned to operate two pieces of equipment. For example, if the hazardous materials van leaves the station, the System should put the corresponding engine out of service. This should be done automatically without dispatcher intervention.
 42. First responder recommendations should be configurable within the CAD system.
 43. The System should include the ability to configure and designate mutual aid responses.
 44. Special equipment requests should be configurable based on response and incident type.
 45. Special equipment requests should be designated with the Incident Dispatch function to support on-the-fly requests from the field.
 46. CAD should support a feature to handle a temporary change of quarters for Fire/EMS units to cover for a station that is low on resources.
 47. Fire units put into a covering status should be recommended from the station for which they are covering.
 48. The CAD system should allow supervisors to view all pending incidents system-wide
 49. For traffic stops, entering the Unit ID should auto-populate other relevant data (officer badge number, etc.).
 50. With a license plate and/or name entered into the proper fields of an incident, or from the command line, the CAD system should have the ability to perform automatic RMS/NCIC queries on the information.
 51. The propose System should be able to scan returned queries, highlighting

- certain key words for the dispatcher (e.g., "wanted person," "stolen vehicle") capable of being modified by authorized personnel.
52. The results of any query made through The CAD system should be attachable to the CAD system incident.
 53. Personnel should have the ability to transfer a created incident from one area to another.
 54. The user should have the option of assigning a different disposition to each unit clearing an incident.
 55. The CAD system should allow "incident closed" and "unit clear" commands. For example, the incident close command would close out the incident with a single disposition, regardless of how many units were on the assignment. The unit clear command would only clear the unit specified in the command from the incident. Once the last unit has been cleared from the incident, the incident would close. This would allow dispatchers to clear individual units from the incident yet keep the incident open should other units still be working on it.
 56. Incidents should automatically route to the proper area based on a verified address.
 57. Queries should have short cut codes, such as P for person, in which only the specific fields are used. Example, the code VIN should only use the VIN, vehicle year, vehicle make and state fields, where a V (vehicle) should have license, license year, etc. plus the VIN fields.
 58. The CAD system should have the ability to assign stacked or pending calls to a unit or officer.
 59. All attachments should be viewable from within the Incident record.
 60. The CAD Command Line should support prompting the user for the next parameter required for each command. Users should be able to turn this feature on and off.
 61. If more information is entered on the Command Line than can be displayed on a single line, the command line should wrap to display the entire string while typing.

UNIT

1. The CAD system should have the ability to track units through status changes.
2. The CAD system should support a central unit table for the creation of Unit IDs.
3. The CAD system should have the ability to assign capabilities to units for dispatch recommendation purposes.
4. Users should have the ability to update a unit's functionality in real time by either adding or removing capabilities.
5. The System should allow units assigned to an incident to be updated with a location other than the location of the incident without affecting the original incident location. An audit record (including time of change) should be written to the incident.
6. The CAD system should allow comment information to be entered during unit status updates. This comment information should be logged in the unit history and in the incident record if the unit is assigned to an incident.

7. Unit status should be capable of being updated using a command, form, mobile, mouse action, or function key.
8. The user should have the ability to transfer units from one geographic area to another.
9. The CAD system should allow dispatching and tracking of multiple units or changing multiple unit statuses at the same time.
10. The CAD system should allow the user agency to define the following types of unit status parameters:
 - a. Special status colors
 - b. Allowing a unit to be available for dispatch while in a status
 - c. Allowing a unit to be available for recommendation while in a status
 - d. Time allowed in a status
 - e. Status code
11. The CAD system should track time in status for each unit separately and should allow each unit to be dynamically assigned different time-out values. The CAD system should alert the user when each unit has timed out.
12. When a unit is put into a status, the CAD system should assign a default timer defined for each status.
13. The CAD system should support a function to reset timers for units that have timed out.
14. The CAD system should support a function that allows unit timers to be reset to a default value for a given status.
15. The CAD system should support a function that allows unit timers to be set automatically based upon not only the status but also the priority of the incident to which units are responding. For example, an en-route time to a low-priority incident has more allowable time than en-route time to a high-priority incident.
16. The CAD system should allow an assigned unit to be exchanged for another unit.
17. CAD should provide the ability to include odometer reading when a unit goes on duty, goes off duty, and at unit status changes.
18. The CAD system should allow units to be placed on duty from a pre-formatted screen or command line.
19. The on-duty entry should include assignment.
20. Users should have the ability to make changes in the on-duty unit status.
21. The name of a ride-along should be capable of being entered at unit sign-on. Multiple rider names can be added to a unit.
22. The CAD system should have the ability to assign vehicles to individual officers and maintain that vehicle assignment through shift changes.
23. If an ID number being assigned to a unit already has an assignment, then the CAD system should prompt the user to either change the badge number to the new assignment or maintain the old assignment.
24. When an assignment is closed, the CAD system should maintain the officer ID number(s) associated with the assignment for audit purposes.
25. The CAD system should provide a means to schedule groups of units to bring on duty at the same time.
26. Ability to create shift schedules including the following data:
 - a. Unit ID (alphanumeric)
 - b. Officer ID (one or more officers per unit)

- c. Response area
 - d. Vehicle ID
 - e. Radio ID
 - f. Date and time scheduled for on-duty
 - g. Date and time scheduled for off-duty
 - h. Shift designator
 - i. Special equipment or response capabilities (including but not limited to shotgun, pro2, MAV, sponge gun, bean bag, etc.)
27. Ability to schedule shift/roster information up to 12 months in advance.
 28. Ability to upload shift/roster information to CAD based on scheduled shift start time
 29. Ability to modify shift/roster information up to scheduled shift start time.
 30. Ability to automatically (without user intervention) log on-coming shift into the System.
 31. Ability to pre-program and override shift change information (e.g., hours of shift).
 32. The CAD system should support the creation of Unit Groups for messaging and status changes.
 33. The CAD system should support a temporary unit feature (with a minimum six-character unit number), allowing units that are not predefined in the system or not on duty to be placed on duty and dispatched via a single function by the system administrator.
 34. Once the units complete the activity, they should be automatically taken out of service and removed from the system.
 35. The System should display area-specific units separately from roaming units.
 36. Authorized users should have the ability to add units to the master units table. At minimum, a master unit record should support the following fields: eight-character unit number, area designation, zone designation, and unit type (one-officer, two-officer, two-investigator, etc.).

MESSAGING

1. The CAD System should have the ability to send and receive messages to the following:
 - a. Personnel
 - b. Workstations
 - c. Predefined groups (all users, all personnel in zone, etc.)
 - d. Any combination of user-defined groups, such as personnel, workstations, and MDCs
2. The CAD System should have the ability to send messages to either individuals or specific devices.
3. The messaging system should be an internal part of the CAD system.
4. The CAD system should support the creation of dynamic messaging groups (i.e., when users sign on, the system should determine what groups they are members of, based on rules that are managed by the system administrator).
5. The CAD system should have the ability to send notification and recurring messages. Messages should be able to be defined for sending

- a prescribed number of times per hour, day, week, or month.
6. The CAD system should support unlimited logging of messages.
 7. The CAD system messaging should support the ability for users to:
 - a. Create free-form messages
 - b. Display messages via a single command
 - c. Have audible and visual signaling of received message.
 - d. Forward, reply to, and delete messages.
 - e. Send certified mail (i.e., sends an automatic message back to the sender when the mail is opened)
 - f. Send priority messages
 8. CAD messaging should allow messages to be routed to any system printer.
 9. CAD messaging should differentiate between CAD messages and messages returning from the message switch/NCIC.
 10. CAD messages should be able to be added to an incident history.
 11. CAD messages should be able to be sent from the command line.
 12. CAD messages should accept attachments.

ADDRESS BOOK

1. CAD should support a central Address Book for storing contacts, businesses and numbers to be used to address messages and look up information.
2. Personnel should be automatically added to the address book for access to emergency contacts and numbers.
3. CAD should support the creation of multiple address books.
4. CAD should support assigning security to address books.
5. CAD should support the creation of custom fields for address book entries.
6. CAD should support searching address books from a form and command line.
7. CAD should support key word searching for address book entries.
8. CAD should support attaching documents and hyperlinks to address book entries.

BOLO DATABASE

1. CAD should support a BOLO or Alert database to capture information about people and vehicles.
2. CAD should support the automatic query of the BOLO database whenever a person or vehicle is entered into the system.
3. CAD should support expiring BOLOs automatically after an elapsed time.
4. CAD should support manually expiring BOLOs.
5. CAD should support cancelling BOLOs.

CONTRACTOR ROTATION

1. CAD should support a support module for rotating Contractor or support

- personnel.
2. CAD should support the temporary removal of a Contractor from a rotation.
 3. CAD should support the request for a Contractor from a person or vehicle record.
 4. CAD should support the ability to cancel a Contractor request.
 5. CAD should store all information about a Contractor request within the incident record

STATUS MONITORS

1. CAD should support user-defined windows or monitor sets for dynamically updated views of ongoing incident, unit, and interface activities.
2. The status monitor should allow the user to page via keystrokes or utilize the mouse to scroll to subsequent screens to view more incidents or vehicles than will fit on a single window.
3. Incident monitors should be able to display active/pending incidents by area and incident status.
4. The status monitor should support the ability for system administrators, groups, or each individual to configure the layout of the workstation screen(s), depending on the number of monitors at the workstations, so workstation windows for pending queues, active units display, active incidents, etc., are not "hard-coded".
5. The status monitor should make use of color, sound (.wav files), and flashing in addition to textual information to enhance status recognition. These assignments should be user-definable.
6. Filtering and sort order of data should be configurable per monitor set.
7. CAD commands and functions should be programmable as mouse functions uniquely for each individual status monitor.
8. The mouse functions should support setting default values (for example in building common status changes) or prompt the user to enter a value.
9. When using the mouse functions within the status monitor the functions should use the unit ID or incidents the user has selected, and not require them to re-enter this data.
10. When configuring a status monitor the user should be able to select the fields, the length of the fields, and the order of the fields to be displayed.

MAPPING

1. CAD should have a mapping display that utilizes an ESRI based map (or its equivalent).
2. The System should have ability to have user defined map layers for information such as: lakes, water ways, railroad, parcels, parks, building footprints.
3. The System should have ability to create links from the geo- file to specific documents for locations or map points. This may include Excel (or equivalent), Word, (or equivalent) or photos.
4. The System should have the ability to create links to the Web via points

on the map.

5. The updates to the map should not affect CAD operations.
6. The CAD system should provide a tightly integrated mapping application that shows incident and unit location.
7. Mapping should run on the same workstation as the CAD application client software.
8. The maps should be resident on the CAD workstation for optimal local, wireless, and remote performance.
9. Mapping may be utilized in a wireless mode to support in-car mapping.
10. Mapping should graphically depict all active incident and unit information for the position.
11. Mapping should utilize the same coloring and textual information as CAD. For example, if the CAD system displays "EN" and a green color for en-route, the mapping application will do the same.
12. The CAD system and the map display should utilize the same ESRI geo-files.
13. The map zoom levels should be user defined by agency. For instance, Agency A wants the map zoomed to 1000 feet when recalling a dispatch, while Agency B wants the map zoomed to 2000 feet for the same function.
14. Mapping should support CAD command and mouse operations of zoom and pan functions.
15. Mapping should support unattended operations that cause the map to perform a function when the CAD system performs a function requiring map operations. For instance, when a call is displayed, dispatched, updated; the map is automatically zoomed.
16. Mapping should display the best route to an incident, including road conditions (e.g., closures, hazard warnings).
17. Mapping should provide distance and direction of travel information from any point to any point in the Geofile.
18. Mapping should provide a method to track and report specific common place locations to be used in the incident create process that allows the operator to create an incident without searching for the physical address for the common place location.
19. The tactical map should interact with the CAD system in the following manner:
 - a. The map should zoom in to the incident location when an incident is initiated or updated
 - b. Each unit's status should display as users update units on the CAD system
 - c. User may initiate incidents utilizing a "point and click" on the map
 - d. Users may update a unit's status from the map
 - e. Users may update, recall, or dispatch an incident from the map
 - f. Users may select Icons on the map and link to Web pages. For instance, an Icon might display a weather map of an area by linking to the local new channels weather radar
 - g. User may select layers of the map to turn on and off. For instance, displaying parcels or hydrant locations when needed

- h. The ability to pan the map by grabbing a map point with the mouse and moving it.
 - i. The ability to select unit(s) and have the map automatically size to display the requested units within the ma
 - j. With AVL the map should automatically pan to follow the selected unit(s)
 - k. The ability to have the CAD system send recommendation requests for best path routing to the mapping applications including road conditions (e.g., closures, hazard warnings), then display the recommendations to the dispatcher
 - l. The ability to double click on incidents and units to display additional detail as appropriate
 - m. The ability to support both meters and feet distances
 - n. The ability to have maps at any appropriately configured workstation local and/or remote
20. CAD should have the ability to display location details, including premise and hazard information either requested from the CAD client or from the Map
 21. The System should support Phase II wireless location display from cellular callers.
 22. The System should support automatic updating of Phase II locations, upon receipt of re-bid information from the 911 system.
 23. CAD should support the ability to configure the polling frequency of AVL equipped vehicles either by Agency, Unit Status or Vehicle Type.
 24. The user should be able to initiate a "Poll" or refresh of the units AVL location from the map at any time.
 25. AVL playback should be available to the authorized user from their map.
 26. The map should accept the closing and opening of roads.
 27. During road closure the user should be able to designate if an intersection should be treated as "open" so support crossing by public safety personnel.

TONING/PAGING/MESSAGING

1. CAD should have the ability to send tones, pages, and/or messages to individual smart devices and groups of smart devices and/or Fire Station toning systems.
2. When CAD is interfaced with a toning/paging/messaging system, the following features should be available:
 - a. Automatic and manual dispatch notification (toning)
 - b. Visual indication of when Public Announcement (PA) systems are activated for broadcasts during toning sequences
 - c. Manual control of Fire station bay doors and other toning system devices
 - d. Automatic resetting of status lights on the control panels of the toning/paging/messaging systems
3. CAD should have the ability to interface with Fire Station printers through applications that facilitate sending messages of incident alarm details.

RADIO CONSOLE AND SUBSCRIBER INTEGRATION

1. CAD should have the ability to interface with 10 or more channel trunked radio system, which group radios to provide an effective method for radio communications between dispatchers and officers
2. CAD should have the ability to group users into talk groups so the same communication can go to all at one time.
3. CAD should have the ability to send alerts and alarms over the existing radios.
4. CAD should have the ability to retrieve radio assignment information.
5. The System should display Push-to-Talk information from the radio system on the CAD status monitors.

OFFLINE MODULE

1. CAD should have the ability to allow users to create/modify incident data if the connection to the CAD server is lost (offline) for any reason and to upload the data into CAD after the connection is reestablished.

SYSTEM INTERFACES

1. The System should have the ability to transfer event (incident) and audit records from CAD through trigger configuration. These transfers should be completed in near real time.
2. The System should have the ability to query external databases to get access to information, i.e., warrants, people, articles, guns.
3. Contractor's Proposal shall describe the query structure that will be provided.
4. The System should be integrated with an *ad hoc* report writer that allows a trained user to create reports from incident data.
5. The System should have a report scheduler that can schedule reports to be automatically run at user defined times.
6. Reports should be publishable to an intranet or internet.
7. CAD should have to ability to interface to TDD systems in order to accept emergency calls from hearing- or speech-impaired individuals.
8. CAD should have the ability to interface to an external master clock for time synchronization.
9. CAD should have the ability to interface with other 9-1-1 systems, and must be integrated with the NG911 system.
10. Anytime an incident is displayed, the caller's address, name, and phone number should display. Additional NENA information should be easily accessed for the incident by using function key.

REPORTING

1. Ability to create reports based on any available CAD data
2. Ability to create a standard Incident Detail Report by a single command, that includes all data associated with a specific incident formatted in an

easy-to-read, professional style.

3. Ability to view, query and archive CAD logging data from a PC.
4. Ability to generate the following standard reports:
 - a. Activity analysis by day of week
 - b. Activity analysis by geographic area or any agency-defined layer
 - c. Activity analysis by hour of day
 - d. Activity analysis by shift
 - e. Incidents – by geographic area by hour of day
 - f. Response time by method of receipt
 - g. Response times by geographic area
 - h. Response times by type of call/priority
 - i. Total and average time on call – by day of week
 - j. Total and average time on call - by geographic area
 - k. Total and average time on call - by hour of day
 - l. Total calls for service by date by nature or disposition
 - m. Total incidents by date by nature or disposition
 - n. Total reports by date by disposition
 - o. Agency-defined query
5. Ability to record and create reports using the following information:
 - a. Alarm type and alarm company code
 - b. All associated geo-file information
 - c. ANI/ALI data including address and phone number
 - d. Available mobile to available at station
 - e. Available mobile to unavailable
 - f. Business or premise name
 - g. Call-Taker/Dispatcher ID
 - h. Comments/narrative (unlimited)
 - i. Commonplace name (e.g., parks, streets, schools)
 - j. Date and time call received by 911
 - k. Date and time incident entered
 - l. Date and time of held incidents
 - m. Date range
 - n. Disposition
 - o. Geographical areas defined by the user
 - p. Incident number
 - q. Incident type
 - r. Incident type/priority
 - s. Location address, description, supplemental location
 - t. On-scene to close of call by officer who arrive at scene
 - u. On-scene to transporting
 - v. Premise and prior information flag
 - w. Premise type (e.g., building, location, and person)
 - x. Priority
 - y. Reporting areas
 - z. Reporting party information, including name, address and phone
 - aa. Reporting zone
 - bb. Responding to on-scene
 - cc. Source (e.g., 911 or 10-digit, radio, other codes as defined by PPD)

- dd. Time range (any time-stamped event to any other time-stamped event)
 - ee. Unit/officer ID
 - ff. User name and ID of all users associated with the incident
 - gg. Workstation ID associated with all CAD functions performed on incident
6. Ability to print chronological incident and/or incident report listing
 7. Ability to query and print incident details, including:
 - a. Incident entry or incident number
 - b. Date/time received
 - c. Reporting zone
 - d. Activity code/incident type
 - e. Location or partial location
 - f. All incidents in a geographical region defined by the user
 - g. Priority
 - h. Reporting party/complainant/caller name
 - i. Phone number
 - j. Narrative
 - k. Vehicle description
 - l. License plate
 - m. Cancelled call
 - n. Disposition
 - o. Officers/units assigned
 - p. Time dispatched
 - q. En-route time
 - r. On-scene time
 - s. Available time
 - t. Officer reporting
 - u. All Call-Taker/Dispatchers handling incident
 - v. Any time-stamped event
 8. Ability to query using partial names and wild cards in any field within the incident.
 9. Ability to generate daily listing of incidents and officers assigned:
 - a. Incident number
 - b. Unit ID
 - c. Officer name (if available)
 - d. Officer ID (P number)
 - e. Disposition
 - f. Location
 - g. Date/time received
 - h. Ability to print audit report of changes to incident records:
 - i. Date/time of change
 - j. Workstation/terminal ID
 - k. Call-Taker/Dispatcher ID
 - l. Transaction type (deletion, edit, etc.)
 - m. Field modified (saving previous information)
 - n. Incident location
 - o. Actual dispatch location
 10. Ability to direct inquiry results to any CAD printer.

11. Ability to view requested reports prior to printing.
12. Ability to restrict user actions by:
 - a. Warning of the number of records found
 - b. Using prompts to continue/refine/alter the query

SYSTEM ADMINISTRATION

1. Ability to create and maintain support data files used in dispatch center operations, including:
 - a. Street closures
 - b. Special equipment file
 - c. Telephone number lists
 - d. Notification lists
 - e. Personnel file
 - f. Special skills (e.g., foreign language, K-9)
 - g. Public agency referral lists (e.g., Board of Water Supply)
 - h. Special resource files
 - i. Files necessary for unit recommendation
2. Ability to create and maintain premise information
3. Ability to capture and maintain premise information in user defined categories or types.
4. Ability to define valid date ranges for time limited premise information at a given location (e.g., information valid between <start date> and <end date>) and notify supervisor of pending expiration dates.
5. Ability to define criteria for automatic premise information purges and activate or deactivate this feature.
6. Ability to create sign-on messages for subsequent shifts or individuals.
7. Ability to create and maintain automatic reminders of scheduled activities (radio tests, etc.):
 - a. Daily
 - b. Weekly
 - c. Monthly
 - d. Annually
 - e. Multiple activities or reminder per time slot

VIDEO (FIXED AND MOBILE)

1. The System should have the ability to display on the map the location of fixed security
2. Cameras.
3. The System should have the ability to allow the operator (call taker-dispatcher-supervisor) to view the camera video.
4. The System should have the ability to allow the operator (call taker-dispatcher-supervisor) to interface to PTZ camera control systems.
5. The System should present a single or common camera interface regardless of camera system type.
6. The System should have the ability to display video from in- car video systems.

NG911

1. The System should have the ability to accept and associate with the CAD incident any relevant electronic media received from the NG9- 1-1 network.
2. The Contractor commits to adhere to NENA i3 or the most current NENA standards in effect at the time of any upgrade, as new features are added to i3 or as new technologies become available.
3. The System should have a seamless workflow to accept multimedia electronic media from the NG911 network.
4. The System should have the ability to have the NG911 telephony user screens resident on the same workstation as the CAD.

TRAINING

1. Ability to simultaneously operate a "Training" system. The training system should have identical functionality as the live system but be available for training and scenarios.
2. Ability to simultaneously operate a "Test" system. The test system should be available to test system changes prior to their implementation to the training or live systems.
3. CAD should provide an on-line training database for testing that does not impact the live database. During sign-on the user should be able to select training or live mode.

SYSTEM HARDWARE AND SOFTWARE OBJECTIVES

1. The CAD, RMS and MDS system should be the manufacturer's most recent model available for installation that substantially meets the objectives of the GFD.
2. **Expandable:** The System should be directly expandable by adding, not replacing hardware.
3. **Fault Tolerance for CAD, RMS & MDS Servers:** The CAD, RMS and MDS computer system will be fully redundant and designed for high availability. In an environment in which any incident can potentially develop into a life or death situation, system reliability and availability are paramount. The extremely high reliability achieved by fault tolerance is therefore mandatory. A fault tolerant system is defined as a system that will continue operation despite any single hardware or software failure. This means that all critical system components must have a backup that takes over automatically in the event of failure.
4. **System Uptime:** Because of the critical nature of a CAD, RMS and MDS system, the solution must be operational and functional a minimum 99.999% uptime. Uptime is defined as the availability of the application to the user. Downtime is defined as the unavailability of the application to the user. Extended downtime so that maintenance, upgrades, and application software enhancements can be performed is not acceptable for the new System.

5. **On-Line Maintenance and Repair:** The System should have established maintenance and repair schedules and procedures that can be performed while keeping the processes in operation. Providing cost effective maintenance alternatives will maximize availability of the application. The capability of the System should allow the user to maintain the System using commercially available management tools and without extensive training. The System must provide for the hot-swap replacement of components. The Contractor or any person servicing the System must be able to remove and replace servers, drives, and network components while the application and System remain operational.
6. **Data Communications/Networking:** Data communication is a fundamental component of a CAD, RMS and MDS system. The System should include a robust networking solution that isolates the CAD, RMS and MDS system from the remainder of the network and provides firewall and network intrusion detection and protection to the CAD, RMS and MDS system. The networking solution should be redundant and fault tolerant.
7. **Disaster Recovery:** The Contractor will provide the necessary hardware and software for an on-line (hot) disaster recovery system that will be located at a geographically separate site away from the dispatch center or production server location. Disaster recovery failover to a disaster recovery server should be configurable to be either automatic or initiated by manual operation.
8. **Information Technology (IT) Infrastructure:** A CAD, RMS and MDS system is expected to be maintained for an extended lifecycle spanning many years. The System should be based on standard IT components and managed using standard IT tools. The Contractor may utilize any the current versions of the following software components:
 - a. Microsoft Windows Server® operating system (or an equivalent)
 - b. Microsoft SQL Server® database software (or an equivalent)
 - c. Microsoft System Center Operations Manager® management software (or an equivalent)
 - d. ESRI ArcGIS® geographic information system software & tools (or an equivalent)

MAINTENANCE AND SERVICES

1. **Net clock for all system components:** The System should have the ability to independently use NTP protocol to maintain clock synchronization with a Master Clock. The Contractor shall provide the Net Clock for the System.
2. **System Processors:** The System should have sufficient capability and capacity to provide full system operation for current and future needs of the GG's access lines at all times, including stand-alone operation without delays in displaying, transferring or ringing. The System server should have sufficient memory and a processor to accomplish the needs of the System now and in the foreseeable future.

3. **Software Updates:** The Contractor must provide – at no cost to the Government of Guam – all software releases designed to enhance the System and to keep the System state-of-the-art while the Base Contract or extensions are in force.
4. All software updates or enhancements must be accomplished without taking the System out of service.
5. **Training:** The Contractor shall provide training for the installed System to all Call Takers, Supervisors, Officers-in-Charge, and any pertinent Administrative Staff approved by the Fire Chief. Training should be detailed in the proposal.
6. **Trouble Reporting:** The Contractor shall maintain a 24/7/365 trouble ticketing system.
7. **Maintenance:** During the term of the awarded contract, the Contractor shall provide on-site maintenance technicians whenever requested by the Government of Guam, 24 hours per day, seven days per week, including holidays. Response time shall not exceed 1 hour after notification of a critical nature, and 4 hours for all others. Any on-site troubleshooting and replacement of defective components will be performed by the Contractor's manufactured certified technicians. Twenty-four-hour system monitoring, diagnostics and/or remote diagnostics shall be provided during the first year of the contract after the System is installed and is fully operational. The Contractor will be responsible for the cost for connectivity for the monitoring or remote monitoring of the CAD System.
8. **Future Expansion:** The System proposed should be capable of meeting the goals of GFD and the Government of Guam, as well as being capable future expansion in order to meet anticipated future growth. It should be capable of supplying the equipped wired and maximum quantities specified in this document without replacing any in-place common equipment. The System should be installed with adequate processor and hardware to meet this growth. Contractors shall describe the expansion capability of their System and equipment in their Proposals.
9. **System Testing Prior to Cutover and Turnover:** The Contractor must thoroughly test the entire System prior to conversion. The Contractor shall log all troubles found and make any necessary repairs or adjustments at their cost. These reports shall be submitted to the Government of Guam Project Manager showing all errors found and corrective action taken to resolve troubles. Should the same issues continue, the Contractor shall continue to make any necessary repairs or adjustments at no extra cost to GFD or the Government of Guam. The Contractor must provide an onsite engineer for at least fourteen (14) days after cutover.

DESIGN AND INSTALLATION SCHEDULE AND SUBMITTALS

For purposes of any awarded contract, the design of the NG911 and integrated CAD System will not be considered complete until all draft submittal comments have been addressed and the design is completed and submitted to GFD for final approval.



GUAM FIRE DEPARTMENT
DIPATTAMENTON GUAFI GUAHAN
*Professionalism * Respect * Integrity * Dedication * Empathy*



Lourdes A. Leon Guerrero
 Governor - Maga'håga

Daniel C. Stone
 Maga'låhi Guafi

Joshua F. Tenorio
 Lieutenant Governor - Sigundo Maga'låhi

Joey C. San Nicolas
 Sigundo Maga'låhi Guafi

CERTIFICATE OF COST OR PRICING DATA FOR CONTRACT FOR SERVICES

This is to certify that, to the best of my knowledge and belief, cost or pricing data as defined in § 3101(a) of the Guam Procurement Regulations submitted, either actually or by specific identification in writing (See § 3118(d)) to the Procurement Officer in support of GFD-001-2019

are accurate, complete, and current as of 26 APRIL 2019 (date)(month)(year)¹ This certification includes the cost or pricing data supporting any advance agreement(s) between the offeror and the territory which are part of the proposal.

FIRM, BUSINESS, or PERSON AT&T

NAME TODD WILSON

TITLE ASSOCIATE DIRECTOR, PROGRAM MANAGEMENT

DATE OF EXECUTION 26 APRIL 2019 ³

¹Describe the proposal, quotation, request for price adjustment or other submission involved, giving appropriate identifying number (e.g., RFP No. _____).

²The effective date shall be a mutually determined date prior to, but as close to the date when price negotiations were concluded and the contract price was agreed to as possible. The responsibility of the offeror or contractor is not limited by the personal knowledge of the offeror's or contractor's negotiator if the offeror or contractor had information reasonably available at the time of agreement, showing that the negotiated price is not based on accurate, complete, and current data.

³This date should be as soon after the date when the price negotiations were concluded and the contract price was agreed to as is practical.

Quote For: Guam Fire Dept - NG911 and CAD
 238 Archbishop Flores Street
 DNA Building, Suite 1001
 Hagatna, Guam 96910
 PROPOSAL NO: RFP#GFD-001-2019

For End User:

Contact: Todd Wilson
Phone: (619) 209-4606
Mobile: (619) 203-4823
Email: tw9324@att.com

Quote Nbr: Q-00373
Create Date: 04/03/2019
Expire Date: 07/02/2019

Sales Exec: Tom Chelchowski
Phone:
Mobile: +1 2012744458
Email: tchelchowski@caliberpublicsafety.com
Orders Fax:

Pricing Summary	Product	Unit	Total
CaliberCAD			
	Software License(s)	14 (8 reg, 2 sup, 4 bkp)	
	Services	onsite/remote	
	Hardware	14	
	<i>Subtotal</i>		\$1,307,190.0
CaliberMobile			
	Software License(s)	40	
	Services	onsite/remote	
	Hardware	server	
	<i>Subtotal</i>		\$350,200.0
	Grand Total:		\$1,657,390.0
	Maintenance/Support Cost:		\$126,175.0
	Estimated Travel Cost:		\$88,875.0

NOTES:

1. Assumes design and installation of one (1) PSAP (Public Safety Answering Point) with ten (10) workstations and four (4) Mobile backup systems for the Continuity of Operations Plan (COOP). The ten (10) workstations should consist of eight (8) regular dispatch workstations and two (2) supervisory workstations.
2. Caliber Mobile - assumes 40 licenses for iOS/Android/Other devices (mobile hardware/devices not included.)
3. Training - Assumes 35 users (Dispatchers, Dispatch Supervisors, RDC Managers). Thirty-five is an approximate number, based on open source research. The Government will provide the facility for training.
4. Dedicated project team for key project activities.
5. Pricing is based on estimate of custom requirements in RFP. All consulting services fees are to be considered estimates until a final Statement of Work is agreed to and the services are priced accordingly.

Terms and Conditions:

- 1) This Quotation incorporates by reference the following document(s) between InterAct and Customer: 1) Master Purchase, License & Services Agreement; 2) Master Subscription Services Agreement; 3) End User License Agreement; 4) Software Maintenance and/or Equipment Help Desk terms; and/or 5) Statement of Work, as applicable.
- 2) Any purchase order provided by Customer is valid only for purposes of identifying the "bill to" and "ship to" addresses. No additional terms contained within the purchase order shall be binding on InterAct Public Safety Systems.
- 3) Applicable taxes, shipping and handling are not included unless specifically stated and will be added to the invoice at the time of issuance.
- 4) Each party executing this Quotation acknowledge and warrant that [he][she] is duly authorized by InterAct and/or the Customer to execute this Quotation on InterAct's and/or the Customer's behalf.
- 5) Unless otherwise marked on the actual invoice, payment terms are net-30 days from the date of invoice.
- 6) Transmission of images of signed Quotation by facsimile, e-mail or other electronic means shall have the same effect as the delivery in person of manually signed documents.

CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0701-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract/PR Number listed in Block E.

A. CONTRACT LINE ITEM NO. All Data Items		B. EXHIBIT A		C. CATEGORY TDP TM OTHER MISC				
D. SYSTEM / ITEM ATFP - 911 RMS TECH REFRESH HI & GUAM			E. CONTRACT / PR NO. N66001-16-C-0264		F. CONTRACTOR AT&T Government Solutions			
1. DATA ITEM NO. A001		2. TITLE OF DATA ITEM Contractor's Progress, Status and Management Report			3. SUBTITLE Monthly Status Report			
4. AUTHORITY (Data Acquisition Document No.) NAVY ATFP DED A001			5. CONTRACT REFERENCE PWS 3.4.3 & Appendix A, DED A001		6. REQUIRING OFFICE SPAWARSYSCEN PAC 41180			
7. DD 250 REQ **LT**	9. DIST STATEMENT REQUIRED **D**	10. FREQUENCY MTHLY & See DED A001	12. DATE OF FIRST SUBMISSION: See Block 11 & DED A001		14. DISTRIBUTION			
8. APP CODE **A**	11. AS OF DATE: "0"	13. DATE OF SUBSEQUENT SUBMISSION See Block 11 & DED A001						
16. REMARKS Contractor shall format IAW DED A001 BLK 9 - The following information shall be included on the deliverable: Do Not Distribute to DTIC or other data depositories. Distribution limited to DOD and DOD contractors only. Other requests shall be referred to SPAWARSYSCEN PAC 41180: Commanding Officer SPACE AND NAVAL WARFARE SYSTEMS CENTER, PACIFIC Code 41180 San Diego, CA 92152-5001 BLK 10: The Contractor shall deliver the initial MSR 30 days after award. Subsequent submissions are due no later than 15 days after the end of the prior month. No Government response to the Report within 30 days of submission constitutes approval. BLK 10: The Contractor shall deliver the initial MSR 30 days after award. Subsequent submissions are due no later than 15 days after the end of the prior month. No Government response to the Report within 30 days of submission constitutes approval. BLK 14: Deliver electronically to each addressee via the following email addresses: PM: George Lam, 619-524-3176, george.h.lam@navy.mil IPT: Ron Anderson, 858-537-0204, ronald.anderson@navy.mil NAVFAC: Wilson Ennis, 202-685-6393, wilson.ennis@navy.mil COR: Claudine Barin, claudine.barin@navy.mil Contract Specialist: Christina Bowman, christina.m.bowman@navy.mil WARNING: This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., sec. 2751, et seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., App. 2401 et seq. Violation of these export laws are subject to severe criminal penalties. Disseminate in accordance with the provisions of DoD Directive 5230.25. See appendix A, Deliverable Expectation Document (DED) of the PWS for details.					M/F Code 41170		2	
					M?F Code 41180		1	
					NAVFAC		1	
					Contracting Specialist		1	
							15. TOTAL	5
G. PREPARED BY CLAUDINE BARIN		H. DATE 11/18/15		I. APPROVED BY <i>Claudine Barin</i>		J. DATE 11/18/15		

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO. All Data Items **B. EXHIBIT** A **C. CATEGORY:** TDP __ TM __ OTHER __ MISC __

D. SYSTEM/ITEM AT/FP-911 RMS TECH REFSH HI & GUAM **E. CONTRACT/PR NO.** N66001-16-C-0264 **F. CONTRACTOR** AT&T Government Solutions

1. DATA ITEM NO. A003	2. TITLE OF DATA ITEM Cut-Over Plan	3. SUBTITLE Cut-Over Plan
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4. AUTHORITY (Data Acquisition Document No.) NAVY AFTP DED A012 **5. CONTRACT REFERENCE** PWS 4.0 & Appendix A, DED A003 **6. REQUIRING OFFICE** SPAWARSYSCEN PAC 41180

7. DD 250 REQ **LT**	9. DIST STATEMENT "D"	10. FREQUENCY See BLK 16 & See DED A003	12. DATE OF 1ST SUBMISSION See DED A003	14. DISTRIBUTION									
8. APP CODE **A**		11. AS OF DATE **0**	13. DATE OF SUBSEQUENT See DED A003	a. ADDRESSEE	b. COPIES								
					<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="2">Draft</th> <th colspan="2">Final</th> </tr> <tr> <th>Reg</th> <th>Repro</th> <th>Reg</th> <th>Repro</th> </tr> </table>	Draft		Final		Reg	Repro	Reg	Repro
Draft		Final											
Reg	Repro	Reg	Repro										

16. REMARKS

Contractor shall format IAW DED A003.

BLK 9 - The following information shall be included on the deliverable: Do Not Distribute to DTIC or other data depositories. Distribution limited to DOD and DOD contractors only. Other requests shall be referred to SPAWARSYSEN PAC 41180:

Commanding Officer
SPACE AND NAVAL WARFARE SYSTEMS CENTER, PACIFIC
Code 41180
San Diego, CA 92152-5001

BLK 10: The Government will review and provide comments within 10 calendar days. The Contractor shall resolve Government comments and resubmit within 15 calendar days before a schedule cutover. (2 Times with Revisions)

BLK 14: Deliver electronically to each addressee via the following email addresses:

PM: George Lam, 619-524-3176, george.h.lam@navy.mil
IPT: Ron Anderson, 858-537-0204, ronald.anderson@navy.mil
NAVFAC: Wilson Ennis, 202-685-6393, wilson.ennis@navy.mil

COR: Claudine Barin, claudine.barin@navy.mil
Contract Specialist: Christina Bowman, christina.m.bowman@navy.mil

WARNING: This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., sec. 2751, et seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., App. 2401 et seq. Violation of these export laws are subject to severe criminal penalties. Disseminate in accordance with the provisions of DoD Directive 5230.25.

See appendix A, Deliverable Expectation Document (DED) of the PWS for details.

15. TOTAL ----->	5
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17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

G. PREPARED BY CLAUDINE BARIN	H. DATE 11/18/15	I. APPROVED BY <i>Claudine Barin</i>	J. DATE 11/18/15
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CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

Form Approved
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO. All Data Items			B. EXHIBIT A			C. CATEGORY: TDP__ TM_X_ OTHER__							
D. SYSTEM/ITEM AT/FP-911 RMS TECH REFRESH HI & GUAM			E. CONTRACT/PR NO. N66001-16-C-0264			F. CONTRACTOR AT&T Government Solutions							
1. DATA ITEM NO. A006		2. TITLE OF DATA ITEM System Testing and Commissioning Plans				3. SUBTITLE System Testing and Commissioning Plans							
4. AUTHORITY (Data Acquisition Document No.) NAVY ATFP DED A006				5. CONTRACT REFERENCE PWS 4.0 & Appendix A, DED A006			6. REQUIRING OFFICE SPAWARSSYSCEN PAC 41180						
7. DD 250 REQ **LT**		9. DIST STATEMENT **D**		10. FREQUENCY See BLK 16 & See DED A006		12. DATE OF 1ST SUBMISSION See DED A006		14. DISTRIBUTION					
8. APP CODE **A**				11. AS OF DATE **0**		13. DATE OF SUBSEQUENT See DED A006		a. ADDRESSEE		b. COPIES			
										Draft	Final		
16. REMARKS Contractor shall format IAW DED A006. BLK 9 - The following information shall be included on the deliverable: Do Not Distribute to DTIC or other data depositories. Distribution limited to DOD and DOD contractors only. Other requests shall be referred to SPAWARSSYSEN PAC 41180: Commanding Officer SPACE AND NAVAL WARFARE SYSTEMS CENTER, PACIFIC Code 41180 San Diego, CA 92152-5001 BLK 10: The Contractor shall submit deliverables 40 business days after award. BLK 14: Deliver electronically to each addressee via the following email addresses: PM: George Lam, 619-524-3176, george.h.lam@navy.mil IPT: Ron Anderson, 858-537-0204, ronald.anderson@navy.mil NAVFAC: Wilson Ennis, 202-685-6393, wilson.ennis@navy.mil COR: Claudine Barin, claudine.barin@navy.mil Contract Specialist: Christina Bowman, christina.m.bowman@navy.mil WARNING: This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., sec. 2751, et seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., App. 2401 et seq. Violation of these export laws are subject to severe criminal penalties. Disseminate in accordance with the provisions of DoD Directive 5230.25. See appendix A, Deliverable Expectation Document (DED) of the PWS for details.								M/F Code 41170		2			
								M/F 41180		1			
								NAVFAC		1			
								Contracting Specialist		1			
G. PREPARED BY CLAUDINE BARIN				H. DATE 11/18/15		I. APPROVED BY <i>Claudine Barin</i>				J. DATE 11/18/15			

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

Form Approved
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO. All Data Items **B. EXHIBIT** A **C. CATEGORY:** TDP __ TM X OTHER __

D. SYSTEM/ITEM AT/FP-911 RMS TECH REFSH HI & GUAM **E. CONTRACT/PR NO.** N66001-16-C-0264 **F. CONTRACTOR** AT&T Government Solutions

1. DATA ITEM NO. A008 **2. TITLE OF DATA ITEM** System Operations, Maintenance, and Training Manuals **3. SUBTITLE** System Operations, Maintenance, and Training Manuals

4. AUTHORITY (Data Acquisition Document No.) NAVY ATFP DED A008 **5. CONTRACT REFERENCE** PWS 4.0 & Appendix A , DED A008 **6. REQUIRING OFFICE** SPAWARSSYSCEN PAC 41180

7. DD 250 REQ **LT**	9. DIST STATEMENT **D**	10. FREQUENCY See BLK 16 & DED A008	12. DATE OF 1ST SUBMISSION See DED A008	14. DISTRIBUTION	
8. APP CODE **A**		11. AS OF DATE **0**	13. DATE OF SUBSEQUENT See DED A008	b. COPIES	
				a. ADDRESSEE	Final
				Draft	Reg Repro

16. REMARKS

Contractor shall format IAW DED A008.

BLK 9 - The following information shall be included on the deliverable: Do Not Distribute to DTIC or other data depositories. Distribution limited to DOD and DOD contractors only. Other requests shall be referred to SPAWARSSYSEN PAC 41180:

Commanding Officer
SPACE AND NAVAL WARFARE SYSTEMS CENTER, PACIFIC
Code 41180
San Diego, CA 92152-5001

BLK 10: The Contractor shall submit deliverables 30 business days prior to project implementation for each Navy base in each Navy Region as applicable. The Contractor shall provide all deliverables via electronic submission to the SSC Contracting Office Representative (COR). The Contractor shall provide four (4) Compact Discs (CDs).

BLK 14: Deliver electronically to each addressee via the following email addresses:

PM: George Lam, 619-524-3176, george.h.lam@navy.mil
IPT: Ron Anderson, 858-537-0204, ronald.anderson@navy.mil
NAVFAC: Wilson Ennis, 202-685-6393, wilson.ennis@navy.mil

COR: Claudine Barin, claudine.barin@navy.mil
Contract Specialist: Christina Bowman, christina.m.bowman@navy.mil

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See appendix A, Deliverable Expectation Document (DED) of the PWS for details.

15. TOTAL -----> 5

G. PREPARED BY CLAUDINE BARIN	H. DATE 11/18/15	I. APPROVED BY <i>Claudine Barin</i>	J. DATE 11/18/15
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17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

Form Approved
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO. All Data Items **B. EXHIBIT** A **C. CATEGORY:** TDP __ TM X OTHER __

D. SYSTEM/ITEM AT/FP-911 RMS TECH REFRESH HI & GUAM **E. CONTRACT/PR NO.** N66001-16-C-0264 **F. CONTRACTOR** AT&T Government Solutions

1. DATA ITEM NO. A017 **2. TITLE OF DATA ITEM** Maintenance Plan **3. SUBTITLE** Maintenance Plan

4. AUTHORITY (Data Acquisition Document No.) NAVY ATFP DED A017 **5. CONTRACT REFERENCE** PWS 3.2.12 & 3.2.23 & Appendix A, DED A017 **6. REQUIRING OFFICE** SPAWARSSYSCEN PAC 41180

7. DD 250 REQ **LT**	9. DIST STATEMENT **D**	10. FREQUENCY See BLK 16 & DED A017	12. DATE OF 1ST SUBMISSION See DED A017	14. DISTRIBUTION	
8. APP CODE **A**		11. AS OF DATE **0**	13. DATE OF SUBSEQUENT See DED A017	a. ADDRESSEE	b. COPIES
				Dra t	Final Reg Repro

16. REMARKS

Contractor shall format IAW DED A018.

BLK 9 - The following information shall be included on the deliverable: Do Not Distribute to DTIC or other data depositories. Distribution limited to DOD and DOD contractors only. Other requests shall be referred to SPAWARSSYSCEN PAC 41180:

Commanding Officer
SPACE AND NAVAL WARFARE SYSTEMS CENTER, PACIFIC
Code 41880
San Diego, CA 92152-5001

BLK 10: Initial deliverable submittal date must be 30 business working days after SOVT for each region. Deliverable submittal dates will be monthly thereafter to include only any changes to the plan and trouble-ticket metrics.

BLK 14: Deliver electronically to each addressee via the following email addresses:

PM: George Lam, 619-524-3176, george.h.lam@navy.mil
IPT: Ron Anderson, 858-537-0204, ronald.anderson@navy.mil
NAVFAC: Wilson Ennis, 202-685-6393, wilson.ennis@navy.mil

COR: Claudine Barin, claudine.barin@navy.mil
Contract Specialist: Christina Bowman, christina.m.bowman@navy.mil

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See appendix A, Deliverable Expectation Document (DED) of the PWS for details.

15. TOTAL ----->	5
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17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

G. PREPARED BY CLAUDINE BARIN **H. DATE** 11/18/15 **I. APPROVED BY** *Claudine Barin* **J. DATE** 11/18/15

CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

Form Approved
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO. All Data Items **B. EXHIBIT** A **C. CATEGORY:** TDP __ TM __ OTHER __ MISC __

D. SYSTEM/ITEM AT/FP-911 RMS TECH REFRESH HI & GUAM **E. CONTRACT/PR NO.** N66001-16-C-0264 **F. CONTRACTOR** AT&T Government Solutions

1. DATA ITEM NO. A028 **2. TITLE OF DATA ITEM** Conference Minutes **3. SUBTITLE** Meeting Minutes

4. AUTHORITY (Data Acquisition Document No.) NAVY ATFP DED A028 **5. CONTRACT REFERENCE** PWS 4.0 & Appendix A, DED A028 **6. REQUIRING OFFICE** SPAWARSCEN PAC 41180

7. DD 250 REQ **LT**	9. DIST STATEMENT **D**	10. FREQUENCY See BLK 16 & DED A028	12. DATE OF 1ST SUBMISSION See DED A028	14. DISTRIBUTION	
8. AA**PP CODE **A**		11. AS OF DATE **0**	13. DATE OF SUBSEQUENT See DED A028	a. ADDRESSEE	b. COPIES
16. REMARKS					Final
				Draft	Reg Repro

16. REMARKS

Contractor shall format IAW DED A028.

BLK 9 - The following information shall be included on the deliverable: Do Not Distribute to DTIC or other data depositories. Distribution limited to DOD and DOD contractors only. Other requests shall be referred to SPAWARSCEN PAC 41180:

Commanding Officer
SPACE AND NAVAL WARFARE SYSTEMS CENTER, PACIFIC
Code 41180
San Diego, CA 92152-5001

BLK 10: Deliverable submittal date must be within 3 business days of the any meeting with Government and/or Government designated participation.

BLK 14: Deliver electronically to each addressee via the following email addresses:

PM: George Lam, 619-524-3176, george.h.lam@navy.mil
IPT: Ron Anderson, 858-537-0204, ronald.anderson@navy.mil
NAVFAC: Wilson Ennis, 202-685-6393, wilson.ennis@navy.mil
COR: Claudine Barin, claudine.barin@navy.mil
Contract Specialist: Christina Bowman, christina.m.bowman@navy.mil

WARNING: This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., sec. 2751, et seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., App. 2401 et seq. Violation of these export laws are subject to severe criminal penalties. Disseminate in accordance with the provisions of DoD Directive 5230.25.

See appendix A, Deliverable Expectation Document (DED) of the PWS for details.

				15. TOTAL ----->	5

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

G. PREPARED BY CLAUDINE BARIN	H. DATE 11/18/15	I. APPROVED BY <i>Claudine Barin</i>	J. DATE 11/18/15
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CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

Form Approved
OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.
All Data Items

B. EXHIBIT
A

C. CATEGORY:
TDP__ TM_X_ OTHER__

D. SYSTEM/ITEM
AT/FP-911 RMS TECH REF SH HI & GUAM

E. CONTRACT/PR NO.
N66001-16-C-0264

F. CONTRACTOR
AT&T Government Solutions

1. DATA ITEM NO.
A041

2. TITLE OF DATA ITEM
Project Closeout Package

3. SUBTITLE
Project Closeout Package

4. AUTHORITY (Data Acquisition Document No.)
NAVY ATFP DED A041

5. CONTRACT REFERENCE
PWS 4.0 & Appendix A, DED A041

6. REQUIRING OFFICE
SPAWARSYSCEN PAC 41180

7. DD 250 REQ **LT**	9. DIST STATEMENT **D**	10. FREQUENCY See BLK 16 & DED A041	12. DATE OF 1ST SUBMISSION See DED A041	14. DISTRIBUTION			
8. APP CODE **A**		11. AS OF DATE **0**	13. DATE OF SUBSEQUENT See DED A041	a. ADDRESSEE	b. COPIES		
					Draft	Final	
						Reg	Repro

16. REMARKS
Contractor shall format IAW DED A041.

BLK 9 - The following information shall be included on the deliverable: Do Not Distribute to DTIC or other data depositories. Distribution limited to DOD and DOD contractors only. Other requests shall be referred to SPAWARSYSEN PAC 41180:

Commanding Officer
SPACE AND NAVAL WARFARE SYSTEMS CENTER, PACIFIC
Code 41180
San Diego, CA 92152-5001

BLK 10: Deliverable submittal dates must be within 30 business days of project completion. The Contractor shall provide all deliverables via electronic submission to the AT/FP Ashore Remedy System.

Four (4) Compact Discs (CDs) shall be delivered to the SSC PACIFIC NTR at the address listed below:

Mr. George Lam, code 4144
SPAWAR Systems Center Pacific
San Diego, CA
(619) 524-3176
george.h.lam@navy.mil

BLK 14: Deliver electronically to each addressee via the following email addresses:

PM: George Lam, 619-524-3176, george.h.lam@navy.mil
IPT: Ron Anderson, 858-537-0204, ronald.anderson@navy.mil
NAVFAC: Wilson Ennis, 202-685-6393, wilson.ennis@navy.mil
COR: Claudine Barin, claudine.barin@navy.mil
Contract Specialist: Christina Bowman, christina.m.bowman@navy.mil

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See appendix A, Deliverable Expectation Document (DED) of the PWS for details.

15. TOTAL -----> 5

G. PREPARED BY CLAUDINE BARIN	H. DATE 11/18/15	I. APPROVED BY <i>Claudine Barin</i>	J. DATE 11/18/15
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17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

Form Approved
OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/ID No. listed in Block E.

A. CONTRACT LINE ITEM NO. All Data Items			B. EXHIBIT A			C. CATEGORY: TDP__ TM__ OTHER__ MISC__														
D. SYSTEM/ITEM AT/FP-911 RMS TECH REFSH HI & GUAM				E. CONTRACT/PR NO. N66001-16-C-0264		F. CONTRACTOR AT&T Government Solutions														
1. DATA ITEM NO. A043		2. TITLE OF DATA ITEM Certification/Data Report				3. SUBTITLE Subcontracting Status Report														
4. AUTHORITY (Data Acquisition Document No.) NAVY ATFP DED A043				5. CONTRACT REFERENCE PWS 4.0 & Appendix A, DED A043		6. REQUIRING OFFICE SPAWARSYSCEN PAC 41180														
7. DD 250 REQ **LT**		9. DIST STATEMENT		10. FREQUENCY Every 3 Months		12. DATE OF 1ST SUBMISSION See Block 11 & DED A043		14. DISTRIBUTION												
8. APP CODE **A**		**D**		11. AS OF DATE 15 th day after every third month		13. DATE OF SUBSEQUENT See Block 11 & DED A043		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td rowspan="2" style="width:60%;">a. ADDRESSEE</td> <td colspan="3" style="text-align:center;">b. COPIES</td> </tr> <tr> <td style="width:10%;">Draft</td> <td colspan="2" style="text-align:center;">Final</td> </tr> <tr> <td></td> <td></td> <td style="width:10%;">Reg</td> <td style="width:10%;">Repro</td> </tr> </table>		a. ADDRESSEE	b. COPIES			Draft	Final				Reg	Repro
a. ADDRESSEE	b. COPIES																			
	Draft	Final																		
		Reg	Repro																	
16. REMARKS Contractor shall format IAW DED A042.						Contracting Officer Representative														
BLK 2: Certification/Data Report – shall be submitted electronically and shall provide the following information:						Contracting Officer														
1) Identify whether the subcontracting methodology is a percent of contract value or percent of subcontracted value;						Contract Specialist														
2) Identify the subcontracting credit (Tier 1, Tier 2, Tier 3, or All Tiers) in accordance with contract/task order;						Office of Small Business Programs														
3) Identify all subcontractors by name, socio-economic categories, prime vendor purchase order number, percent of contract value or percent of subcontracted value, whichever is applicable, dollar amount, NAICS code to include a description of significant events and how they were a benefit to small business (IAW CPARS Guidance - Attachment A2-2);																				
4) Identify the total percent of contract value or percent of subcontracted value, whichever is applicable, that was expended.																				
The Government reserves the right to perform spot checks and/or request copies of supporting documentation. The report format may be in an Excel spreadsheet or Word document.																				
BLK 9 - The following information shall be included on the deliverable: Do Not Distribute to DTIC or other data depositories. Distribution limited to DOD and DOD contractors only. Other requests shall be referred to SPAWARSEN PAC 41180: Commanding Officer SPACE AND NAVAL WARFARE SYSTEMS CENTER, PACIFIC Code 41180 San Diego, CA 92152-5001																				
BLK 12 & 13: The required reporting covers every three month period and is an accumulation of the subcontracting efforts to date. The subcontracting information in this report shall be provided in accordance with 52.219-14 as prescribed in 19.508(e) or 19.811-3(e).																				
BLK 14: Deliver electronically to each addressee via the following email addresses: Contracting Officer: richard.hammersmith@navy.mil COR: Claudine Barin, claudine.barin@navy.mil Contract Specialist: Christina Bowman, christina.m.bowman@navy.mil OSBP: dean.dickau@navy.mil																				
See appendix A, Deliverable Expectation Document (DED) of the PWS for details.																				
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15. TOTAL ----->						4														
G. PREPARED BY CLAUDINE BARIN			H. DATE 11/18/15			I. APPROVED BY <i>Claudine Barin</i>			J. DATE 11/18/15											

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE



GFD 911 Routing Management & Call Handling Integrated Solution

Date:
Company Name
Site
PSAP Served
Positions Served

4/26/2019
Guam Fire Department
Guam Fire Department

1
10

Guam Fire Department
Proposed Solution

all Handling 911-RMS

Item	Description	QTY	NRC	MRC	Extended NRC	Extended MRC
	Network Based NextGen Emergency Routing Service	64	\$ 100.00	\$ 10.00	\$ 6,400.00	\$ 640.00
	Service Translation Routing Services	0	\$ 1,000.00	\$ 500.00	\$ -	\$ -
	Integrated Emergency Response Service, agent services	10	\$ 12,962.00	\$ 149.00	\$ 129,620.00	\$ 1,490.00
	Managed Net Gateway Service	27	\$ 126.75	\$ 39.00	\$ 3,422.25	\$ 1,053.00
	Local Line Svc per line	8	\$ -	\$ 13.65	\$ -	\$ 109.20
	Local Line Termination up to 4 lines	0	\$ 2,535.00	\$ 23.40	\$ -	\$ -
	Local Line Addl Termination 4 lines (5 max)	0	\$ 542.10	\$ 4.88	\$ -	\$ -
	Managed NextGen 9-1-1 IP PSAP Network Termination	8	\$ 390.00	\$ 422.18	\$ 3,120.00	\$ 3,377.44
	Managed NextGen 9-1-1 Legacy PSAP Router Service, initial	0	\$ 390.00	\$ 445.58	\$ -	\$ -
	Managed NextGen 9-1-1 Legacy PSAP Router Service,	0	\$ -	\$ 39.00	\$ -	\$ -
	Media Delivery Service	10	\$ -	\$ 22.00	\$ -	\$ 220.00
	Call Metrics Reporting, initial instance per agency.	1	\$ 195.00	\$ 277.88	\$ 195.00	\$ 277.88
	Call Metrics Reporting, each additional instance.	2	\$ 97.50	\$ 29.25	\$ 195.00	\$ 58.50
	Call Display Function, initial instance per agency.	0	\$ 195.00	\$ 419.25	\$ -	\$ -
	Call Display Function, each additional instance.	0	\$ 97.50	\$ 29.25	\$ -	\$ -
	Emergency Response Service, basic, up to 10 positions	1	\$ 5,655.00	\$ 19.50	\$ 5,655.00	\$ 19.50
	Emergency Response Service, basic, up to 20 positions	0	\$ 7,507.50	\$ 29.25	\$ -	\$ -
	Incremental Emergency Response, basic agency services, up to 10 additional positions	0	\$ 2,730.00	\$ 14.63	\$ -	\$ -
	Incremental Emergency Response, basic agency services up to 20 additional positions	0	\$ 4,485.00	\$ 24.38	\$ -	\$ -
	NCCNE	1	\$ 750,000.00	\$ 10,000.00	\$ 750,000.00	\$ 10,000.00



Dale W. Whetsel
Sr. Contracts Manager

AT&T
Government Solutions, Inc (GSI)
1900 Gallows Road
Vienna, VA 22182-3886

Tel: 443-259-3835
Email: dw6650@att.com

26 April 2019

Guam Fire Department
Office of the Deputy Fire Chief
238 Archbishop Flores Street
DNA Building, 10th Floor, Suite 1001
Hagatna, GU 96910
Attention: Paul S. Rolinski, Emergency Medical Dispatcher Supervisor

Subject: AT&T Government Solutions Inc. (GSI) Cost Proposal ICO GFD-001-2019
References: (a) Solicitation No.: GFD-001-2019
(b) AT&T Response dtd 5 Apr 19

Dear Mr. Rolinski:

AT&T Government Solutions, Inc. (AT&T GSI) is pleased to submit the attached documents in response to the referenced RFP and supporting the Professional Next Generation 9-1-1 and Integrated CAD System Design, Installation, and Maintenance Services (NG9-1-1).

Please be advised the data contained herein (including all noted documents pertaining to this proposal) as submitted by AT&T GSI is considered proprietary and shall not be disclosed outside your administrative or audit offices, and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate this proposal, unless pursuant to a request under the Freedom of Information Act or any other law or regulation.

Please contact the below for clarifications or questions regarding AT&T GSI's proposal and is authorized to conduct negotiations for AT&T GSI in regards to this RFP.

Technical POC
Mr. Todd A. Wilson
Associate Director, Program Management
AT&T GSI 1650 Hotel Circle North, Suite 100 San Diego, CA 92108
(o) 619-209-4606 (m) 619-203-4823
todd.wilson.1@att.com

AT&T GSI hereby confirms that the proposal is valid for a period of 90 days, from the date of conclusion of discussions.

The Period of Performance of any resultant contract is presumed to be:

CLIN	Description	Period of Performance
0001	Design and Deployment	12 Months After Date of Award
0002	Sustainment (Option # 1)	12 Months after Completion of Deployment
0003	Sustainment (Option # 2)	12 Months after Completion of Option # 1



Todd A. Wilson
Associate Director,
Program Management

AT&T
1650 Hotel Circle North
Suite 100
San Diego, CA 92108

Tel: (o) 619-209-4606
(m) 619-203-4823
Email: todd.wilson.1@att.com

5 April 2019

Guam Fire Department
Office of the Deputy Fire Chief
238 Archbishop Flores Street
DNA Building, 10th Floor, Suite 1001
Hagatna, GU 96910

Attention: Paul S. Rolinski, Emergency Medical Dispatcher Supervisor

Subject: AT&T Response to Determination of Best Qualified Offeror Letter (ICO Solicitation No: GFD-001-2019)
Dated 29 March 2019

Dear Mr. Rolinski:

AT&T submits the enclosed Rough Order of Magnitude (ROM) cost proposal regarding the procurement of a Next Generation 911 System and Computer Aided Dispatch System (NG9-1-1 System) for the Guam Fire Department (GFD). AT&T's corporate ROM Pricing Notes are included for reference on page 3 of this correspondence. AT&T confirms that our response will remain valid for a period of 120 days, from the date of conclusion of discussions.

The enclosed pricing details at a high level AT&T's proposed solution for the GFD PSAP upgrade. In order to refine the associated costs, AT&T recommends it execute a comprehensive, in-person site survey of the GFD current dispatch center and support equipment infrastructure. AT&T's site survey team would consist of all company and vendor principals associated with this procurement. AT&T estimates the duration of the survey would be one to three days, depending on GFD availability.

Immediately subsequent to the survey, AT&T would be much better positioned to enter into negotiations with the GFD regarding its requirements and our team's ability to provide appropriate solutions for same.

Again, depending on the availability of GFD personnel to facilitate, AT&T proposes the following timeframes to conduct site survey activities and contract/project negotiations, in order of preference:

- 1) Week of 29 April 2019
- 2) Week of 20 May 2019
- 3) Any alternate timeframe acceptable to both parties

AT&T project personnel will be in Guam for previously scheduled US Navy/CJRM 911-RMS hardware upgrade activities from 6 May – 17 May, and the first two windows specified above dovetail to that window.

It is AT&T's position that both the GFD and our company would significantly benefit from in-person survey efforts and negotiations. It is AT&T's intention to understand thoroughly GFD requirements, while supplementing those discussions by leveraging our team's collective experience in the emergency management landscape, so that we deliver the most technically competent and appropriately priced service that meets the GFD's current and future needs. Therefore, it is critical that an on-island site survey be conducted as soon as is practical, in concert with negotiations with the GFD, so that the Pricing Model can be refined as accurately as possible.

Please be advised the data contained herein (including all noted documents pertaining to this response) as submitted by AT&T is considered proprietary and shall not be disclosed outside your administrative or audit offices, and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate the response.



Please Note: These rates are presented as a Rough Order of Magnitude (ROM). This ROM submission is not a proposal or a not to exceed (NTE) price. This ROM does not itself constitute an offer to contract on the Government's business requirements or terms and conditions nor an acceptance of any of the Government's business requirements or terms and conditions, notwithstanding any provisions to the contrary stated in any other document or in verbal discussions. Nothing in this ROM is intended, or shall be construed, to require AT&T to accept any terms and conditions in any request for proposals, or other solicitations, or in any contract which AT&T has a policy of treating as non-standard. Any future contract between the parties is contingent upon AT&T entering a written agreement signed by authorized representatives of both parties setting forth the applicable prices, terms and conditions relating to this provision of these services.

Please be advised the data contained herein (including all noted documents pertaining to this response) as submitted by AT&T is considered proprietary and shall not be disclosed outside your administrative or audit offices, and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate the response.



Guam Fire Department
Solicitation No.: GFD-001-2019
Submission Date: April 26, 2019
Project Proposed Period of Performance: 06/01/2019 – 05/31/2022

Cost Narrative

Submitted by:

AT&T Government Solutions, Inc.
1900 Gallows Road
Vienna, VA 22182-3865

Submitted to:

Guam Fire Department E-911
Attn: Mr. Paul Rolinski
Single Point of Contact
E-911 Emergency Medical Dispatcher
Supervisor/M.I.S-I.T./Radio
Communications Officer
Guam Fire Department
paul.rolinski@gfd.guam.gov

Technical Point of Contact:

Todd Wilson
Associate Director
Phone: 619-209-4606
Mobile: 619-203-4823
E-mail: tw9324@att.com

Contractual Point of Contact:

Todd Wilson
Associate Director
Phone: 619-209-4606
Mobile: 619-203-4823
E-mail: tw9324@att.com

RESTRICTION ON DISCLOSURE AND USE OF DATA

This proposal includes data that must not be disclosed outside the Government and must not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal. If however, a contract is awarded to this Offeror as a result of or in connection with the submission of this data, the Government must have the right to duplicate, use, or disclose data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction.

The data subject to this restriction is contained in all pages that carry the legend of "Use or disclosure of data contained on this sheet is subject to the restrictions in the title page of this proposal."

AT&T – PROPRIETARY

This document contains confidential, trade secret; commercial or financial information owned by AT&T Corp. and is voluntarily submitted for evaluation purposes only. It is exempt from disclosure under the Freedom of Information Act (5 U.S.C. 552) under Exemption (b) (4), and its disclosure is prohibited under the Trade Secrets Act (18 U.S.C. 1905).

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

AT&T Proprietary

Date: 04/26/2019

GLOSSARY OF ABBREVIATIONS AND ACRONYMS

Acronym	Definition
AT&T	American Telephone and Telegraph
GSI	Government Solutions, Inc.
ATTSCO	AT&T Technical Services Company
NIS	National Information Systems
ODC	Other Direct Costs
RFP	Request for Proposals
FPRA	Forward Pricing Rate Agreement
DCAA	Defense Contract Audit Agency
DCMA	Defense Contract Management Agency
FP	Fixed Price
CR	Cost Reimbursable
FAR	Federal Acquisition Regulation
PFP	Pay for Performance
ID/IQ	Indefinite-Delivery/Indefinite Quantity
UCOT	Uncompensated Overtime
G&A	General and Administrative
M&H	Materials and Handling
FCCM	Facilities Capital Cost of Money
B&P	Bid and Proposal
IR&D	Independent Research and Development

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

AT&T Proprietary

Date: 04/26/2019

5. Direct Labor

In this solicitation response, AT&T has bid personnel who will be employed by GSI with GSI as the bidding entity. AT&T direct labor rates are computed on the basis of 2080 weekday hours per year. AT&T does not utilize uncompensated overtime (UCOT) in our estimates of labor effort for our proposal responses. These base rates are escalated with a cumulative salary escalation factor based upon the period of performance, burdened with fringe, overhead, G&A and fee.

5.1. Job Families

AT&T organizes work into logical functions called Job Families. A Job Family is a broad definition of a work function and examples at AT&T include: Engineer – Project, Engineer – Field and Logistics. Within each Job Family, a job level defines the nature of the job and the work activity. Examples of job levels include: Technician, Specialist, and Director. Using a matrix of families and job levels, AT&T can compare positions across businesses and market segments and align pay levels with work. Employees are positioned in this structure based on professional qualifications, experience, education, and salary. These rates are adjusted periodically to account for new hires, resignations, and other factors. Blends of the average, high and low actual salary within a job family and level are used to calculate direct labor costs.

5.2. Bid Rates

AT&T develops bid rates based on the actual salary assuming a 2080 weekday hours per year. AT&T selects qualifying bid rate levels to represent each labor category. AT&T does not utilize uncompensated overtime (UCOT) in our estimates of labor effort for our proposal responses. These bid rate levels associated with specific AT&T job families and job levels are escalated with a cumulative salary escalation factor based upon the period of performance, prior to being burdened with fringe, overhead, G&A, and fee.

5.3. Attrition

AT&T has a low attrition rate as we provide our employees with: competitive salaries, quality benefits, stimulating professional challenges, ample training, and career development opportunities. AT&T understands that the likelihood of success in meeting our customers' missions is enhanced through the consistency of our workforce. To maintain this consistency, employment policies seek to create an atmosphere that is conducive to retaining employees and creating a rewarding work environment.

5.4. Compensation Plan

AT&T has extensive experience working with large numbers of highly qualified professional employees. Each element of our compensation plan has been thoroughly reviewed to ensure we are compensating all professional employees to levels commensurate with the critical nature of the work being performed, and in compliance with the provisions of FAR 52.222.46, Evaluation of Compensation for Professional Employees.

5.5. Pay for Performance (PFP)

AT&T provides pay for performance which includes merit-based pay increases in addition to increases based on length of service. Merit-based pay increases based on performance are balanced against the employee's relative position within the pay range and the quality level of the employee's contribution to the successful completion of the contract and on-going projects. Our merit-based pay system provides an efficient and proven methodology for administering pay increases. Ongoing monitoring of pay and competitive salaries is conducted to assure that employees are being compensated competitively within their scope of work and location. Recognition for outstanding contributions to the Team's successes may be provided in the form of merit pay increases, promotions when appropriate, and/or special achievement awards. If appropriate, we may provide out of cycle raises based on increased work responsibilities, professional market adjustments, or attainment of advanced degrees.

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

AT&T Proprietary

Date: 04/26/2019

- Employee Tuition Assistance
- Military and Jury Duty
- Annual Performance Bonus / Severance Pay

7.4. On-Site Overhead Rates

On-site overhead includes similar functions and activities as off-site overhead. The primary exception is that most facility related costs are not provided by AT&T. The activities and functions of on-site overhead may include management, administration, staffing and support for the operating unit within AT&T performing the work. Major costs include indirect labor, indirect travel, common overhead service center/expense pool allocations, fringe allocations, supplies and outside services.

An on-site contract is defined as a contract, or portion of a contract, in which a significant portion of the statement of work is to be performed on the customer's premises. Generally, the work must be performed on a sufficiently continuous basis such that the customer will provide office space, supplies, reproduction, telephone service and other facility related services for the performance of the contract, and AT&T will provide other indirect support required.

On-site overhead expenses are distributed on the basis of on-site total contract direct labor, on-site Bid and Proposal (B&P) labor and on-site Independent Research and Development (IR&D) labor. GSI is a CAS compliant organization and applies indirect rates accordingly. Costs of indirect items relating to that work are collected in the applicable on-site overhead pool and are allocated as described above. When work is performed on-site, that work is charged to the appropriate on-site activity. Costs of indirect items relating to that work are collected in the applicable on-site overhead pool and are allocated as described above.

7.5. Off-Site (AT&T) Overhead Rate

Off-site overhead is the general overhead pool for various facilities of AT&T. The activities and functions of off-site overhead may include management, administration, staffing and support for the operating unit within AT&T performing the work. Major costs include indirect labor, indirect travel, facility and common overhead intermediary expense pool allocations, fringe allocations, supplies and outside services.

7.6. General & Administrative Expense (G&A)

The major function of the G&A pool is to equitably allocate management and administration of B&P and IR&D efforts to AT&T's final cost objectives. Primary activities include management, allocated expenses of the home office residual expenses pool, accounting, contract administration, information technology services, B&P, IR&D and Corporate allocations.

G&A costs are allocated on a value-added base. The value-added base is total cost input less direct material and subcontract costs. Examples of cost elements included in the base are: direct labor and related overhead; material/subcontract overhead; other direct costs, such as (i) direct travel, (ii) consumable supplies and (iii) unallowable direct and overhead costs.

Direct material and subcontracts excluded from the G&A base are as follows: All subcontracts with unaffiliated entities to provide materials, supplies, products or services in accordance with subcontract agreements or purchase orders. Direct materials, such as off-the-shelf hardware and assemblies such as Customer Premised Equipment (CPE-Telecom / Network Equipment), parts/components (e.g., computer equipment), as well as collateral items, such as cash discounts on purchases, freight-in, and trade discounts or allowances on purchases, that are pass-through to the customer.

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

AT&T Proprietary



16. Pricing Proposal Guam Fire Department



Guam_Fire_Dept
 Solicitation No. GFD-001-2019
 AT&T Pricing No. FY2019-0173 / ROME ID No. 1-AFEQ9QC
 Period of Performance: 06/01/2019 through 05/31/2022

PRICE PROPOSAL

LABOR DESCRIPTION	POP1 06/01/2019 through 05/31/2020			POP2 06/01/2020 through 05/31/2021			POP3 06/01/2021 through 05/31/2022		
	Rate	Est. Hours	Est. Price	Rate	Est. Hours	Est. Price	Rate	Est. Hours	Est. Price
1 Program Manager	\$233.96	416	\$97,327.36	\$239.98	468	\$112,300.80	\$246.39	468	\$115,193.67
2 Project Manager	\$240.27	1040	\$249,880.80	\$246.50	503	\$123,979.32	\$253.05	503	\$127,161.87
3 IA Manager	\$143.69	40	\$5,747.60	\$147.41	117	\$17,242.80	\$151.33	117	\$17,685.42
4 Telephony Expert	\$157.16	1040	\$163,446.40	\$161.24	468	\$75,436.80	\$165.54	468	\$77,373.26
5 Telephony Expert 1	\$144.15	1040	\$149,916.00	\$147.91	468	\$69,192.00	\$151.90	468	\$70,968.16
6 Project Control	\$101.42	416	\$42,190.72	\$104.04	117	\$12,170.40	\$106.79	117	\$12,482.81
TOTAL DIRECT LABOR		3992	\$708,508.88		2141	\$410,322.12		2141	\$420,865.19
OTHER DIRECT COSTS									
ESINET			\$898,607.25			\$206,946.24			\$206,946.24
ODCs			\$2,495,736.11			\$1,183,052.71			\$1,183,052.71
MATERIALS			\$0.00			\$0.00			\$0.00
CIRCUITS			\$82,188.66			\$801,601.56			\$801,601.56
TOTAL OTHER DIRECTS COSTS			\$3,476,532.02			\$2,191,600.51			\$2,191,600.51
TOTAL ESTIMATED COST			\$4,185,040.90			\$2,601,922.63			\$2,612,465.70
TOTAL			\$4,185,040.90			\$2,601,922.63			\$2,612,465.70
TRAVEL			\$116,205.99			\$26,880.00			\$26,880.00

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

AT&T Proprietary

ATTACHMENT A – DCAA PROVISIONAL BILLING APPROVAL LETTER



February 21, 2019

Ms. Vanslyn Augustus
DCMA - Manassas EVABA
Administrative Contracting Officer, "ACO"
14501 George Carter Way, Second Floor
Chantilly, VA 20151

Dear Ms. Augustus,

In accordance with FAR 15.407-3 (FPRA) and Far 42-704 (Billing Rates), AT&T Government Solutions, Inc. (AT&T-GSI) is pleased to submit the indirect provisional billing rates for Fiscal Years 2019-2023 (January 1 through December 31).

Description	ACTUAL	FORECAST				
	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023
Onsite Pool - Overhead	46.15%	46.43%	46.33%	46.26%	46.19%	46.12%
Offsite Pool - Overhead	18.49%	18.47%	18.44%	18.43%	18.42%	18.41%
Material Handling	0.87%	0.87%	0.87%	0.87%	0.87%	0.87%
General & Administrative (G&A)	14.93%	14.96%	14.92%	14.92%	14.91%	14.90%
Full Time Fringe Pool	43.82%	44.72%	44.53%	44.53%	44.53%	44.53%
Corp Fringe	64.92%	66.26%	66.26%	66.26%	66.26%	66.26%

The FY2019 rates are to be used for bidding and billing purposes and have been calculated in a manner consistent with our existing CAS disclosure statement as submitted December 22, 2014. These FY 2019-2023 indirect rates will be used for bidding purposes. The key escalation assumptions reflected within this proposal include a 2.0% labor escalation for calendar year 2019 and a labor escalation factor of 2.70% for remaining forecasted years 2020-2023. We have utilized the change in Consumer Price Index of 2.14% for the forecasted years 2019-2023. Both escalation factors have been documented in detail in the supporting submission files.

This forward pricing rate proposal reflects our estimates, as of the date of submission (February 21, 2019) and conforms with Table 215.403-1. By submitting this proposal, we grant the Contracting Officer and authorized representative(s) the right to examine those records, which include books, documents, accounting procedures and practices, and other data, regardless of type and form or whether such supporting information is specifically referenced or included in the proposal as the basis for each estimate, that will permit an adequate evaluation of the proposed rates and factors.

If you require further information to review the enclosed or require supplemental documents, please contact Mr. David Martin; email: david.j.martin@att.com phone: 571-354-4256 or Mr. Lowell Treague email: ltreague@att.com or phone: 571-354-4610 as custodians of the supporting documentation relevant to this submission.

Sincerely,

Gary Noyes,
Assistant Vice President and CFO, AT&T Public Sector

Copy to:
Ms. Christina Perez, Branch Manager, DCAA – Shenandoah Branch Office
Ms. Bipasha Husain, Director of Pricing - AT&T Public Sector

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

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GFD REF

Digital

Recordings
Actions

Appendix A – CDRLs

DELIVERABLE EXPECTATION DOCUMENT (DED)

FOR

Monthly Status Report CDRL A001

1. Introduction

This document provides acceptance criteria for the Monthly Status Report (MSR) Contract Data Requirements List (CDRL) deliverable to be submitted by the Contractor. The acceptance criteria will provide guidance on what the Contractor shall include in this deliverable. This document will help to clarify content and format to ensure that the Monthly Status Report submittal meets the requirements of the contract.

2. Deliverable Description and Requirements

The Monthly Status Report consists of four parts:

First part consists of a graph that displays contractor's financial report with the following associated categories (see template below):

- Projected Burn Rate
- Actual Burn Rate
- Invoiced

Second part consists of a risk chart that lists out Cost, Schedule, and Technical rows with associated risk levels based off three colors: Green, Yellow, and Red. This is a high level snapshot of the contract status.

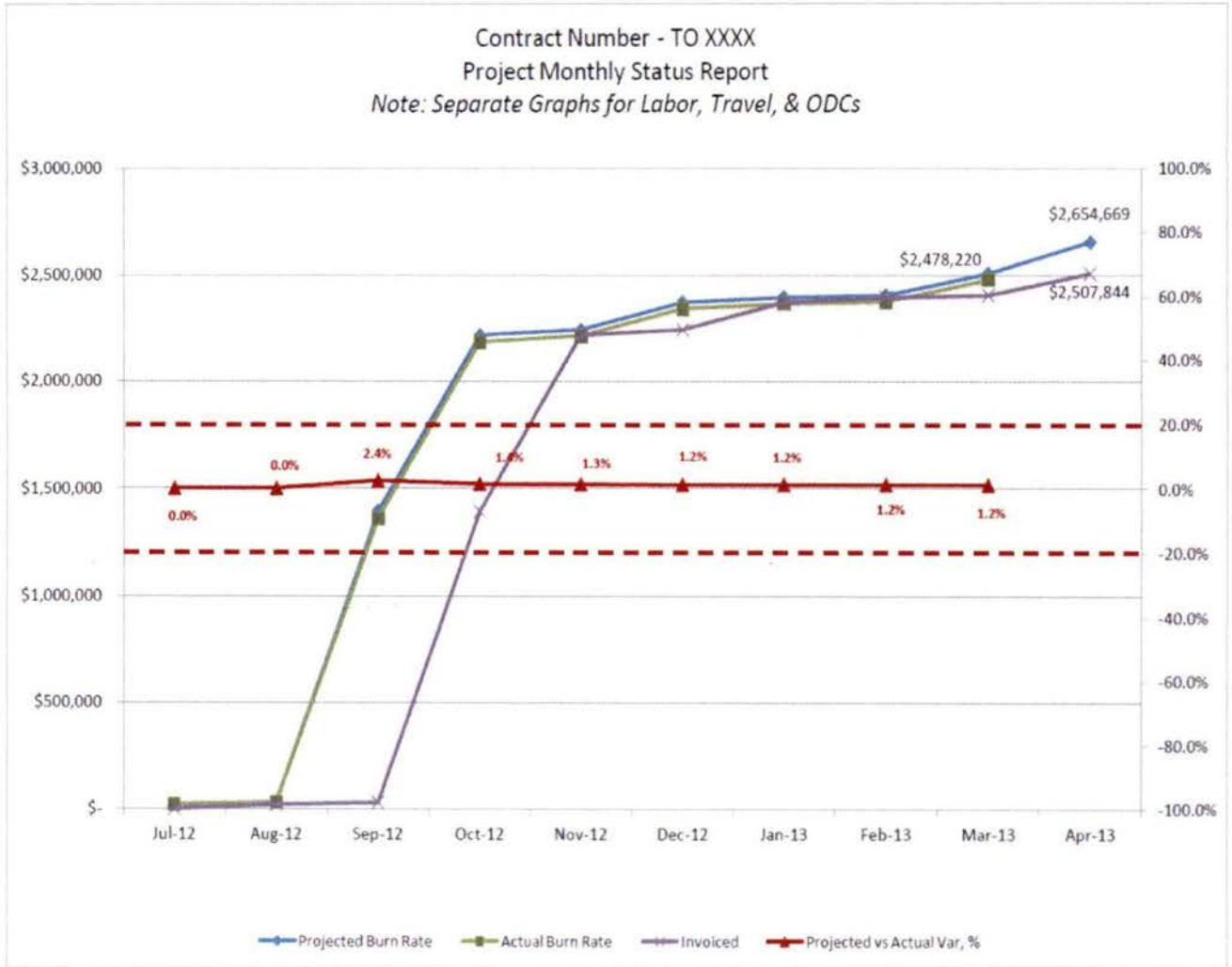
Third part consists of a narrative addressing the following:

- **Performance Status** – Identify significant accomplishments and progress made during the affected reporting period by SOW/PWS paragraph. Also identify significant challenges or risks encountered that impact the successful delivery of required services.
- **Schedule Status** – Identify schedule for and status of all deliverables. If the efforts are not on schedule, indicate the reason for the delay and provide a revised completion /delivery date
- **Financial Status** –Identify at a summary level the total amount received to date, planned vs actual burn and Estimate At Completion (EAC) in addition to the reporting requirements identified in Attachment 1. This description does not waive the requirement for formal Limitation of Funds/Cost notifications, when warranted. Refer to template below for format to present this information.
- **Travel/ODC Status** – Identify any travel accomplished with sufficient detail to support costs listed associated PWS. Additionally, provide a detailed description of other direct costs incurred. The Contractor shall provide a monthly travel CLIN cost milestone spreadsheet in excel format.
- **T1 Circuit Delivery Reports** – Identify all delivered T1 circuits, to include the date the circuit was delivered, provisioned, and turned on and at which location. Provide a spreadsheet every six (6) months. (Ref: PWS 3.4.8)

3. Deliverable Format

Monthly Status Report CDRL A001 Template

ATFPP-RPT-Project Name-YYYYMMDD



DELIVERABLE EXPECTATION DOCUMENT (DED)

FOR

Program Schedule and Progress Report CDRL A002

1. Introduction

This document provides acceptance criteria for the Program Schedule and Progress Report Contract Data Requirements List (CDRL) deliverable to be submitted by the Contractor. The acceptance criteria will provide guidance on what the Contractor shall include in this deliverable. This document will help to clarify content and format to ensure that the Program Schedule and Progress Report CDRL submittal meets the requirements of the contract.

2. Deliverable Description and Requirements

Applicable Standards: Not applicable to this deliverable.

The Program Schedule shall:

- Be a monthly Plan of Action and Milestones (POA&M) that includes the Pre-Deployment, Deployment, Assessment, and Life Cycle phases of a project and shall be organized by project on each base.
- Track the contract progress and critical milestones of the program, including the tasks needed to complete the project.
- Include detailed work tasks and be reflective of CDRL submittals including: Design Reviews, Permitting, Planning, Upgrades, Pre-Installation Test and Check-Out (PITCO), Installation, System Operational Verification Test (SOVT), Training, Closeout documentation, and As-Built submittals as a minimum
- Indicate the order in which the Contractor proposes to perform the work and the dates on which the Contractor contemplates starting and completing tasks (including acquiring materials, equipment, permits, and utility service connections).
- Reflect the updated project progress as percent complete values for each task and project phase, The project phases are defined as the following:
 - Pre-Deployment – Includes funding, site visits, system design, and PITCO
 - Deployment – Includes upgrades and training
 - Assessment – Quality Assurance and SOVT
 - Lifecycle – Includes maintenance and transition to the Customer
- Be in the form of a progress chart and indicate task dependencies.
- Formatted to fit into Integrated Master Schedule.
- Include all on-site work performed from contract award through implementation and operational performance periods for all equipment and shall clearly show that the work will not interfere with normal Government business.
- Be baselined at the time of initial submittal and be re-baselined only upon Government approval.

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The Contractor shall submit Initial Progress Report Schedule 20 business working days after award and updates monthly there after no later than the 15th of each month.

The Contractor shall submit Initial Weekly Activity Reports 20 business working days after award and updates every Tuesday before 1700 PDT.

The Contractor shall provide Program Schedule and Progress Report deliverables via electronic submission to the Contracting Office Representative (COR) and the AT/FP Ashore Remedy System.

- Monthly updates to the POA&M and Progress Report shall also be updated in the AT/FP Ashore AIM Portal.

The Contractor shall provide all Weekly Activity Report deliverables via email to the COR.

5. Deliverable Acceptance Criteria

Deliverable met the general review criteria (e.g., pages numbered, free of formatting and spelling errors, clearly written, and with no incomplete sections).

Deliverable complies with the applicable standards from Section 2 (above).

Deliverable met all requirements from Section 2 (above).

Deliverable complies with the stated format requirements from Section 3 (above).

Deliverable met submittal dates as identified in Section 4 (above).

4. Key Deliverable Submittal Dates

The Contractor shall submit deliverables 15 business days before scheduled cutover.

5. Deliverable Acceptance Criteria

Deliverable met submittal dates as identified in section 3 (above).

The following are the minimum acceptance criteria:

- Deliverable meets all requirements from Section 2 (above).
- Deliverable meets the general review criteria (e.g., pages numbered, free of formatting and spelling errors, clearly written, no incomplete sections, etc.). Table of Contents depicts the correct page number, including Appendices or enclosures (e.g. Appendices and Enclosures are correctly labeled and referenced in Table of Contents).
- Deliverable shall clearly and thoroughly focus on analysis, examination, demonstration, and testing as they are linked to specific requirements presented in the contract PWS.

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- In accordance with NAVFAC guidelines and applicable standards posted at Whole Building Design Guide, CADD Library and NAVFAC CADD Resources, available at http://www.wbdg.org/ccb/browse_org.php?o=78.
- System Drawings in accordance with SPAWAR Shore Installation Process Handbook (SIPH). The SIPH is provided as GFI.
- In accordance with the Applicable Standards listed in Performance Specification.

2.3 Deliverable Requirements

The IDP deliverable shall provide:

- Interfaces between new equipment being installed and existing Government equipment, including installation utility interfaces.
- Location of equipment (new or existing) affected by or needed for planning purposes by this project.
- A sequence of events for the installation of all system components.
- Identify any known constraints or dependencies to those installation events due to real-time facility modifications or other required changes.
- Drawings and descriptions in sufficient detail for systems and equipment installation, maintenance and repair.
- A completed asset tagging schema for approval.

Deliverable acceptance criteria will be evaluated against the contents of the (IDP 35% submittal) and the (IDP 100% Pre- final submittal) requirements.

Table 1. Deliverable Requirements for Installation Design Package (IDP) – Systems

REQUIREMENT	REQUIREMENT DESCRIPTION
System Drawings (In accordance with SPAWAR SIPH)	
Site Master Index	
Installation Master Drawing	Vicinity Map, Site Map, Building Plan
Master Parts List	
Technical Data Summary	
Floor Plans and Elevations	
Antenna Layouts and Elevation	
Simplified Block Diagrams	
Cabling Block Diagrams	
Cable Running Sheets	Jack to Jack
Cross Connect Records	Telephone Installs

Shop Drawings	
Wiring Diagrams	Electrical and Permanent Cable
Circuit Capacity	
Riser Diagrams	
System Layout Diagrams	
System Addresses	
AMP Capacity	
System Operations	
Certifications	
Permits	

2.4 Deliverable Format

Construction drawings will be in accordance with NAVFAC guidelines and applicable standards.

Recommended Reference Site: http://www.wbdg.org/ccb/browse_org.php?o=78

System drawings will be in accordance with the SPAWAR Shore Installation Process Handbook (SIPH). The SIPH is provided as GFI.

All drawings shall follow applicable guidelines, standards, be legible in digital and printed format (black and white) at a minimum 11x17 inches, and contain a title page, table of contents, revision history, and numbered pages.

Provide deliverables electronically in Computer Aided Drawing (CAD), MS Word Format and Adobe Portable Document Format (PDF). Also provide four (4) electronic copies in CAD format on Compact Disc (CD).

3. Key Deliverable Submittal Dates

Deliverable submittal dates will be 30 business days after site visit for 100%. Any changes to drawings will be incorporated into drawings and submitted 15 days after change approval.

4. Deliverable Acceptance Criteria

The following are the minimum acceptance criteria:

Complies with the applicable standards from Section 2.2 (above) if applicable.

Deliverable met all requirements from section 2.3 (above).

Deliverable complies with the stated format requirements from Section 2.4 (above).

DELIVERABLE EXPECTATION DOCUMENT (DED)

FOR

System Testing and Commissioning Plans CDRL A006

1. Introduction

This document provides the acceptance criteria for the System Testing and Commissioning Plans Contract Data Requirements List (CDRL). The CDRL deliverable is to be submitted by the Contractor as required by the contract. The acceptance criteria will provide guidance on what the Contractor should include in this deliverable. This document will help to clarify content and recommends a format to ensure that the System Testing and Commissioning Plans CDRL submittal meets the requirements and specifications derived from the contract.

2. Deliverable Description

The System Testing and Commission Plans shall include a plan for the commissioning and a plan for system testing. The commissioning plan is to provide direction for the commissioning process during the contract, providing resolution for issues such as scheduling, roles and responsibilities, lines of communication and reporting, approvals, and coordination. Commissioning ensures the planning and execution of all activities are effectively accomplished from upgrade to client turn-over. The System Test plan consists of testing during the upgrade and after operational use. The upgrade testing shall demonstrate the equipment/system(s) are ready for deployment. The post deployment testing shall demonstrate the upgraded equipment/system(s) is ready for operational use. When executed, the System Test Plan will allow the Government to verify the system meets required operational performance per the contract and accept this as the primary step toward system ownership.

Applicable Standards: Not applicable to this deliverable.

This deliverable shall include a System Testing Plan and a Commissioning Plan submittal and shall be organized according to Table 1.

The Commissioning Plan shall include the following:

- The entire commissioning process and general project information
- Overview and scope of the project commissioning.
- How all activities will be executed as to achieve the approved design intent of the Request for Proposal (RFP).
- How all the associated documentation will be delivered throughout the commissioning activities.
- The description of the commissioning team's roles and responsibilities
- The systems required to be commissioned.
- A commissioning schedule.

The System Testing Plan shall include the following:

Location of PITCO	Identifies where the testing will be performed.
PITCO Schedule	States when testing will be performed, whether testing is on schedule, and if not, what procedures will be taken to meet the schedule. All milestones should be listed. The test schedule should also be tied to the upgrade schedule, and indicate all necessary test and the names of persons responsible for conducting and witnessing the test. List the time scheduled for each test.
PITCO Participation	Identify Government/Contractor participation roles, responsibilities, and qualifications. A listing of outside participating organizations and key persons, such as consultants, vendors, technicians, and engineers.
SRVM of the P-Specs and RFP.	Provide a number and title for each test and place each test in its functional category. Provide the specific verification requirement for which each test output is associated.
Parameters (KPPs and KSAs)	The number of cycles of the test that will be performed and the parameters that will be observed.
Test Support Equipment	List all Test and Support equipment/tools that will be used to perform the tests and identify as follows: <ul style="list-style-type: none"> • Description • Nomenclature • Serial number • Supplied by
Testing Forms and Results	Include copy of all forms and reports to be used to document inspection and testing.
SOVT Introduction	Consists of an overview of objectives that should be included in the test plan, including flow diagrams, milestones, personnel participation, locations, schedules, and security measures that should be observed
SOVT Test Description, Objectives, and Approach	SOVTs shall be separately identifiable and logically sequenced in their documentation format. Each test shall contain a system/equipment description, specific requirements for that system/equipment test, and measurements to be taken indicating method, means, and sensitivity/accuracy. Each shall also describe the objectives and approach of each test performed, including the criteria, baseline, duration, and number of times each test should be performed to verify equipment performance to specifications. Describe the steps used to perform each test. <ul style="list-style-type: none"> • Pass/failure criteria • Baseline • Duration • Quantities

	reviews, CDRL deliverables, Upgrade processes, and Verification & Acceptance testing processes. Post-Upgrade/Assessment activities including the submittal of turnover documentation and Project Closeout Package.
Commissioning Scope of the Project	The Commissioning Scope shall include an overview of the project, capability systems and their subsystems, and equipment component parts as well the various verification & acceptance tests.
Commissioning Protocols and Communications	Documents the communication channels to be used throughout the project.
Commissioning Process including Team and Individual Responsibilities	<p>This is a detailed description of the project-specific tasks the Contractor shall accomplish during the Pre-Deployment, Deployment, Acceptance Testing, and Post-Upgrade phases.</p> <p>Identify organizations, teams and individuals responsible for manning the systems, outline associated roles for conducting the commissioning.</p> <p>Organization or team member(s) expected to be present at startup of the system. POC list, and qualifications matrix.</p> <p>Organization or team member(s) who are expected to be present at the Verification & Acceptance System Testing</p>
Include all Verification & Acceptance Activities and Tests	All examinations, analysis, testing and demonstrations.
Commissioning and System Testing Schedules and Requirements for witnessing by the Government	Specific sequences of events and relative timeframes, dates and durations associated with testing/acceptance and commissioning activities. Identify witnessing requirements. Indicate lead time notification of changes to schedules to enable travel arrangements.
Documentation including Technical Manuals, Training and Operational Manuals, and other Training Materials	<p>List of all required commissioning and deployment, check-out documentation, and describe how issues will be identified logged and resolved.</p> <p>A description of the training materials, and final manuals, what they will include, who will compile them and who will receive them upon completion.</p>
Completion of Training Program/Plan/Activities	Describe fully and cite deliverables provided, including list of courses and descriptions.

3. Deliverable Format

Deliverables shall be in the form of well-organized legible documents using tabulations for the ready portrayal of technical activities sequenced to the data and information required by the SRVM of the P-Specs and PWS requirements of the contract. The deliverables shall be legible, consistent amongst one another and section-to-section, and cross-checked with its various parts and appendices. The plan shall be tied to a schedule and

DELIVERABLE EXPECTATION DOCUMENT (DED)

FOR

As-Built Drawings CDRL A007

1. Introduction

This document provides acceptance criteria for the As-Built Drawings CDRL deliverable to be submitted by the Contractor as required by this contract. The acceptance criteria will provide guidance on what the Contractor should include in this deliverable. This document will help clarify the content and recommends a format to ensure the As-Built Drawings CDRL submittal meets the requirements and specifications derived from this contract.

2. Deliverable Description

The As-Built design package shall be accurately kept up to date with all changes and additions to the configuration. Drawings and written descriptions shall be included which depict and represent the layout of the system in sufficient detail to guide installation and maintenance processes.

2.1 Methodology for Creating the Deliverable

As-Built Drawings will be submitted from a set of post-installation final drawings, such as electrical drawings and wiring diagrams of all newly installed equipment and GFI. This includes the submission of Technical Viewpoints (TVs) and Operational Viewpoints (OVs) that also will be redlined by the Contractor.

The Contractor will maintain, throughout the sustainment phase, a separate set of redlined, full-size, marked-up drawing set that fully indicates the current status of facilities under construction. The redlined drawings depict all current variations/deviations from the contract drawings, including optional materials, and the required coordination between trades. These variations will be shown in the same general detail as those used in the initial contract drawings. These drawings will be available for Government review. These redlined drawings are then used to prepare As-Built drawings at the completion of each major system within the construction and installation of equipment phases.

The Contractor will physically update the redlined drawings to incorporate revisions and submit them and the drawing card or database listing for review. In lieu of actual redlined updates for minimal revisions, the Contractor will submit, monthly, only the copy of his drawing card or database, which lists the acknowledged changes not yet incorporated onto the redlined drawings.

2.2 Applicable Standards or Certifications

The As-Built Package shall be certified by a registered engineer to assure compliance with applicable building codes and Federal design standards, or other standards as may be required at the specific installation where the work is to be performed. Installation plans submitted to the Contracting Officer without evidence of the professional engineer (PE) certification shall be returned as incomplete and will need to be re-submitted.

Construction Drawings in accordance with NAVFAC Website and UFC 1-300-09N.

UFC 1-300-09N, Design Procedures.

MIL-DTL-31000C, Detail Specification for Technical Data Packages.

Table 2. As-Built (Facility) Drawing Requirements

Construction Drawings	Include Electrical, Architectural, Mechanical and Demolition.
Manufacturers Data	Descriptive Literature, Equipment Drawings, Diagrams, Performance Specifications, Characteristic Curves, and Catalog Cuts.
Form and Fit Interface Control Diagrams (ICDs)	
Specifications	Catalog Cuts and Shop Drawings, prior to Construction.
Basis of Design	Design Calculations.
Equipment Layout Sheet	Plan View.
Shop Drawings	
Wiring Diagrams	Electrical and Permanent Cable.
Circuit Capacity	
Riser Diagrams	
System Layout Diagrams	
System Addresses	
AMP Capacity	
System Operations	
Certifications	
Permits	

2.4 Deliverable Format

Deliverable should be in accordance with NAVFAC guidelines, applicable standards, and contain a title page, table of contents, revision history, and numbered pages.

- Recommended Reference Site: http://www.wbdg.org/ccb/browse_org.php?o=78
- One set of CAD drawings shall be provided with the Final As-Built submittal.
- Construction Drawings will be in NAVFAC Format.
- System Drawings will be in SPAWAR SIPH (GFI) format.
- Provide deliverable electronically in MSWord Format and Adobe Portable Document Format (PDF). Also Provide 4 Electronic Copies in PDF and MSWord Format on Compact Disc (CD).

3. Key Deliverable Submittal Dates

Deliverable submittal dates will be 10 business days after any changes and modifications to Navy base configuration in any Navy Region.

4. Deliverable Acceptance Criteria

Deliverable met submittal dates identified above.

The following are the minimum acceptance criteria:

- Complies with the applicable standards from Section 2.2(above) if applicable.
- Deliverable met all requirements from section 2.3 (above).
- Deliverable complies with the stated format requirements from Section 2.4 (above).
- Deliverable met the general review criteria (e.g., pages numbered, free of formatting and spelling errors, clearly written, no incomplete sections, etc.).

- Detail specific instructions for administering and operating the systems.
- Provide sufficient written or audio visual instruction including the text, graphs, charts, troubleshooting checklist, and images to effectively guide the trainees through the training course.

Operator Training

The Operator Training course material shall include:

- General material, equipment, and hardware architecture
- Functional operation of the system including all operating modes.
- Operator commands.
- Database entry.
- Reports generation.
- Alarm reporting.
- Diagnostics and basic troubleshooting
- Schedule conduct or deliver for initial operator training and reoccurring training throughout the system life cycle.

System Administrator Training

The System Administrator course material shall:

- Include instruction on the specific hardware and software configurations of the system.
- Include specific instructions for administering and operating the system.
- Provide each student the ability to start the system, operate the system, configure the system, recover the system after a failure, and describe the specific hardware and software architectures and operation of the system.

3. Deliverable Format

Deliverable shall contain a Title Page, Table of Contents, Record of Changes/Revision History, and numbered pages and be provided in a bound document clearly tabbed and indexed.

The Contractor shall provide four (4) Compact Discs (CDs).

The Contractor shall provide copies to each attendee in the training session and in hardcopy and electronic media. Existing manufacturers training or service manuals can be used as long as they meet specified requirements.

4. Key Deliverable Submittal Dates and Method of Delivery

The Contractor shall submit deliverables 30 business days prior to project implementation for each Navy base in each Navy Region as applicable.

The Contractor shall provide all deliverables via electronic submission to the SSC Contracting Office Representative (COR).

5. Deliverable Acceptance Criteria

Deliverable meets the general review criteria (e.g., pages numbered, free of formatting and spelling errors, clearly written, and with no incomplete sections).

Deliverable meets all requirements from Section 2 (above).

Deliverable complies with all the stated format requirements from Section 3 (above).

Deliverable meets submittal dates as identified in Section 4 (above).

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- Records of inspections. Testing and demonstrations including inspections and tests conducted by or for utility or other regulatory agencies, are a separate part of subsequent tasks in DED A006 or A034 (if applicable).
- Quality Control Inspection Program for review and acceptance by the Government. The Quality Control Inspection Program will be prepared and submitted in accordance with the contract reporting requirements checklist.
- The Installation Quality Control Inspection Program detailing the procedures, instructions, and reports that ensure compliance with the contract. This plan will include as a minimum:
 - The quality control organization, in chart form, showing the relationship of the quality control organization to the Contractor's organization, if required.
 - Names and qualifications of personnel enforcing quality control. Individuals are part of the service being deployed; requirement only for tracking purposes throughout the service and quality control of service.
 - A listing of outside organizations, such as testing laboratories, architects, and consulting engineers that will be employed by the Contractor, and a description of the services these firms will provide if required.
 - Procedures for reviewing all shop drawings, samples, certificates, or other submittals for contract
 - An inspection schedule, keyed to the installation schedule, indicating necessary inspections and tests the names of persons responsible for the inspections and tests, and the time schedule for each inspection and test.
 - The procedures for documenting quality control operations, inspection, and testing, with a copy of all forms and reports to be used for this purpose.
 - A status log, listing all submittals required by the inspection plan and stating the action required by the Contractor or the Government.
 - Reference to a testing plan that will contain a listing of all tests required by any contract requirements.
 - The Quality Control Inspection Program Plan will be submitted to the Contracting Officer Representative (COR) for review and approval as a separate stand-alone document after award of the contract, along with the required Design and Construction Package. The initial Government review will be completed within fifteen (15) working days of its receipt. The Contractor will then submit any revisions within ten (10) working days after receipt of the Government's notice or request for clarification. After receipt of the requested revised Contractor information, the Government's review and approval will be completed within ten (10) working days.

	In each case, add or delete the functional responsibilities that apply.
Resources	
Facilities and Equipment	
Personnel	QA shall be part of the service as a whole throughout implementation. The "product" or products for which related technical discipline familiarity is required should be explicitly stated, e.g. hardware/software/systems engineering, technical documentation standards, etc. The project should exercise flexibility in its approach to designating personnel to perform QA.
QA Tools, Techniques and Methodologies	<p>Identify the special tools, techniques, and methodologies that support QA, state their purposes, and describe their use.</p> <p>Hardware Tools – Simulators, monitors, stress or environmental measurement equipment, etc.</p> <p>Software Tools - QA software tools include, but are not limited to, operating system</p> <p>utilities, debugging aids, documentation aids, checklists, structuring preprocessors, file comparators, structure analyzers, code analyzers, standards auditors, simulators, execution analyzers, performance monitors, statistical analysis packages, software development folder/files, software traceability matrices, test drivers, test case generators, static or dynamic test tools, and information engineering Computer Aided Software Engineering (CASE) tools.</p> <p>Techniques - Techniques include review of the use of standards, software inspections, requirements tracing, requirements and design verification, reliability measurements and assessments, and rigorous or formal logic analysis.</p> <p>Methodologies - Methodologies are an integrated set of the above tools and techniques. The methodologies should be well documented for accomplishing the task or activity and provide a description of the process to be used.</p> <p>List the tools, techniques and methodologies used; use the QA Schedule Section, to specify when special tools are required.</p>

	project QA activities.
Standards, Practices, Conventions And Metrics	Identify the standards (mandatory requirements) to be applied. State how compliance with these items is to be monitored and assured. Tailor this section to reflect the actual project products, e.g. hardware, software, documentation, etc. It should be noted that whenever a project product reflects TAILORING of a governing guideline or standard, e.g. MILSPEC, QA should verify that the project has fully described the scope of tailoring with supporting rationale in the PMP or similar document.
Metrics	Identify or reference the standards, practices, and conventions to be used in the definition, collection and utilization of measurement data. Cite any internal (e.g., project, corporate) and external (e.g., user, customer) requirements or standards which metrics practices must comply.
QA Problem Reporting And Resolution	Describe the practices and procedures to be followed for reporting, tracking, and resolving problems identified in both products and processes. State the specific organizational responsibilities concerned with their implementation.
QA Audit Report	Tailor a format to document QA Audit Reports
Submittal and Disposition of QA audit report Escalation Procedure for Resolution of Non-Concurrence on QA audit report	
QA Training	Identify the training activities necessary to meet the needs of the QA Plan. Provide a matrix that identifies the required skills to perform QA tasks to implement the QA Plan. The training schedule will be compatible with the project schedule. In some cases, training will be conducted as On-the-Job Training (OJT).
Review of QA activities with higher level management	The Project Manager should establish and document in the PMP, or QA Plan the appropriate agenda items for review during these meetings; the process for these meetings should also establish required attendees from higher level management, and any reports or action items that are documented to facilitate managing QA activities.
Collecting improvement information	Describes the requirements for collecting, assessing, reporting, and acting upon measures of activities and work products derived from planning and performing the QA process to support the future use and improvement of the project and the organization's defined QA process and process assets.

2.4 Deliverable Format

Deliverable should contain a title page, table of contents, Record of Change/Revision history, and numbered pages.

DELIVERABLE EXPECTATION DOCUMENT (DED)

FOR

Maintenance Plan CDRL A017

1. Introduction

This document provides acceptance criteria for the Maintenance Plan CDRL deliverable to be submitted by the Contractor as required by the contract. The acceptance criteria will provide guidance on what the Contractor should include in this deliverable. This document will help clarify the content and recommends a format to ensure the Maintenance Plan CDRL submittal meets the requirements and specifications derived from the contract.

2. Deliverable Description

The Maintenance Plan describes the requirements and tasks to be accomplished for achieving, restoring, or maintaining the operational capabilities of a system or an equipment item. The Maintenance Plan is a concise, narrative summary of maintenance requirements that must be performed for designated systems and items of equipment. When executed, a well-developed Maintenance Plan provides procedures to prevent deterioration of the inherent design levels of reliability of the designated system with a minimum expenditure of maintenance and support resources.

The Maintenance Plan shall be tailored to describe the specific plan for each individual base and contain provisions for maintaining Operational Availability. Specific system operational availability will be specified in individual task order. Operational availability will be based on overall system performance.

The Maintenance Plan should incorporate a maintenance strategy which builds procedures, processes, and products that impose no obstacles to Operator duties and responsibilities during the system's operational mission profile or the system's performance as a component of the larger system; and/or, system performance and design.

The Maintenance Plan also includes a Call Resolution Center establishment and documented process and procedures with up-to-date information in regards to Points of Contacts (POCs), procedures, and processes for each individual base.

Applicable Standards: Not applicable to this deliverable.

The maintenance plan should address the following:

- Advance government notification, no less than 10 business working days of the planned scheduled maintenance events.
- Completion of scheduled maintenance within the scheduled maintenance window.
- All scheduled maintenance must be coordinated with the appropriate base and region POCs and PMO group.
- A sustained maintenance planning function that encompasses continual review of established maintenance plans to ensure the most cost-effective maintenance is being performed on in-service support systems.

DELIVERABLE EXPECTATION DOCUMENT (DED)

For

Configuration Management Plan CDRL A018

1. Introduction

This document provides acceptance criteria for the Configuration Management Plan CDRL deliverable to be submitted by the Contractor as required by the contract. The acceptance criteria will provide guidance on what the Contractor should include in this deliverable. This document will help clarify the content and recommends a format to ensure the Configuration Management Plan CDRL submittal meets the requirements and specifications the contract.

2. Deliverable Description

The CMP must document the Contractor's CM approach to meet the requirements of this contract including control of changes (Engineering Change Proposals [ECP]) for technology insertion upgrades. This plan will describe the Contractor's configuration audit (functional and physical) processes along with plans to establish functional and allocated baselines for all ATFP Ashore (PIE and Legacy) equipment. The CMP will address and describe processes and forms utilized due to proposed changes that affect cost, schedule, performance and/or system interfaces.

2.1 Applicable Standards

- ANSI-EIA-649
- MIL-HDBK-61

2.2 Deliverable Requirements

The Configuration Management Plan should describe an Engineering Change Proposal (ECP) Form that will be electronically attached to the Governments Project Deviation Request (PDR) Form via the ATFP Ashore Remedy System. The following are the Engineering Change Proposal (ECP) form fields

- Contract Number, ECP Number, Building Number, Site, Installation affected, FECTL Name, Project Manager, Project FY, Prepared By/Date, Approved By/Date, Submitted By/Date, Principle Category, Capability, Project Name, Category, Type.
- A Cause Section, (IDP Material, IDP Design, IDP Delivery, Industrial Site Delay or Disruption, Site Induced, Site Schedule, Change in Scope of Work, Delay GFE/GFM, Re-Work Due to Discrepancies, Under Estimated Scope of Work, Other
- Summary Section (Requested Resolution Date and Funding Required), a Description Section, Condition Found Section, Required Action Section,
- Impact Section (Possible Cost Impact, Possible Schedule Impact, Possible Performance Impact, Impact System Interfaces, Affects Multiple Regions, Local, Global, LAR Required, Stop Work, Regions Affected,

CM Management and Administration	Including submittal of ECP into the Project Deviation Request (PDR) process.
Data and Document Management	Document Naming Convention.

2.3 Deliverable Format

Deliverable should contain a title page, table of contents, revision history, and numbered pages.

Provide electronic copy in MSWord and Adobe Portable Document Format (PDF) via the ATRP Ashore Remedy System and on Compact Disc (CD).

3. Key Deliverable Submittal Dates

Deliverable submittal dates will be 60 business days after contract award.

4. Deliverable Acceptance Criteria

Deliverable met submittal dates as identified above.

The following are the minimum acceptance criteria:

- Complies with the applicable standards from Section 2.1 (above) if applicable.
- Deliverable met all requirements from section 2.2.
- Deliverable complies with the stated format requirements from Section 2.3 (above).
- Deliverable met the general review criteria (e.g., pages numbered, free of formatting and spelling errors, clearly written, no incomplete sections, etc.).
- The following are the key acceptance criteria for the Configuration Management Plan deliverable:
- Identifies an Engineering Change Proposal (ECP) form that can be electronically attached to the Governments Project Deviation Request (PDR) on the ATRP Ashore Remedy System.
- Identifies maintenance and asset tracking plans and tools.

• Tasker	Person assigning or requestor.
• Item Number	Recommended Numbering format: yymmdd/## (ie; 080101/01).
• Resolution & Resolution Date	
• Estimated Completion Date	
• Meeting at which this Action Item was generated	

3. Deliverable Format

Provide original files in MSWord, MS PowerPoint and/or Adobe Portable Document (PDF) format via ATRP Ashore Remedy.

4. Key Deliverable Submittal Dates

Deliverable submittal date must be within 3 business days of the any meeting with Government and/or Government designated participation.

5. Deliverable Acceptance Criteria

Deliverable met submittal dates as identified above.

The following are the minimum acceptance criteria:

- Complies with the applicable standards from Section 2.1 (above) if applicable.
- Deliverable met all requirements from section 2.2.
- Deliverable complies with the stated format requirements from Section 2.3 (above).
- Deliverable met general review criteria (e.g., pages numbered, free of formatting and spelling errors, clearly written, no incomplete sections, etc.).

Table 1. Deliverable Requirements for Training Manual

REQUIREMENT	DESCRIPTION
Training Plan	PART I - Technical Program Data Nomenclature-Title-Program Security Classification Manpower, Personnel, and Training Principals System Description Developmental Test and Operational Test Equipment/System/Subsystem Replaced Description of New Development Concepts In-Service Training Logistics Support Training Schedules GFE and CFE Training Requirements Related Training Plans and Other Applicable Documents
	PART II - Billet And Personnel Requirements
	PART III - Training Requirements
	PART IV - Training Logistics Support Requirements
	PART V - Manpower, Personnel And Training (MPT) Milestones
	PART VI - Decision Items/Action Required
	PART VII - Points Of Contact

3. Deliverable Format

Provide the deliverable in MS Word and Adobe Portable Document Format (PDF) via ATRP Ashore Remedy System and on Compact Disc (CD).

4. Key Deliverable Submittal Dates

Deliverable submittal date must be within 80 business days of award.

5. Deliverable Acceptance Criteria

Deliverable met submittal dates as identified above.

The following are the minimum acceptance criteria:

- Complies with the applicable standards from Section 2.1 (above) if applicable.
- Deliverable met all requirements from section 2.2.

DELIVERABLE EXPECTATION DOCUMENT (DED)

FOR

Project Closeout Package CDRL A041

1. Introduction

This DED provides the acceptance criteria for the Project Closeout Package, Contract Data Requirements List (CDRL) A041 deliverable. It includes submittal requirements which have been removed from the latest revision of submittal requirements for CDRL A006 Testing and Commissioning Plans. This deliverable shall be submitted by the Contractor as required by the contract. This acceptance criterion provides guidance to what the Contractor shall include in this deliverable. This DED provides guidance for Contractor requirements for content and format to ensure CDRL A041 submittal meets the Performance Work Statement (PWS).

2. Deliverable Description and Requirements

The Project Closeout Package defines the documentation required to close out contracts for contractor projects. The Project Closeout Package CDRL/DED ensures the coordination and analysis of incoming Project Closeout Packages for technical correctness and adherence to all project closeout requirements.

Applicable Standards: Not applicable to this deliverable.

The Project Closeout Package shall include the following information:

- **Table of Contents**
 - Thorough, Legible, and Numbered.

- **Site Closeout Report**
 - Scope of Work, Objectives, Challenges, and Lessons Learned.
 - Issues encountered and corrective action taken during the upgrade and testing phases.
 - Test Reports.
 - POA&M showing all tasks at 100%.
 - DD 1149s (Transfer of Ownership).
 - List of SOVT failures that were retested and include a description of the required test.
 - Point of Contact (POC) list that is accurate and up-to-date.
 - Contractor Personnel Qualifications Matrix to include a list of roles.

- **Site Specific Upgrade Forms**
 - Any signed or unsigned forms/documents completed by the Contractor during upgrade and operational use phases.

- **Pre-installation Test and Checkout (PITCO) – not applicable to this contract**
 - Completed Test Results and Contractor Signatures.

- **System Operational Verification Test (SOVT)**
 - Completed Test Results and Contractor Signatures.

- **Project Redlines**
 - Upgrade and deployment documentation with Redlines.

- **Signed Site Acceptance Document**

DELIVERABLE EXPECTATION DOCUMENT (DED)

FOR

Site Survey/Site Assessment Report CDRL A042

1. Introduction

This document provides the acceptance criteria for the Site Survey/Assessment Report Contract Data Requirements List (CDRL). The CDRL deliverable is to be submitted by the Contractor as required by the contract. The acceptance criteria will provide guidance on what the Contractor should include in this deliverable. This document will help to clarify content and recommends a format to ensure that the Site Survey/Assessment Report CDRL submittal meets the requirements and specifications derived from the contract.

2. Deliverable Description

The Site Survey/Assessment Report provides a full assessment of the site being visited to determine the overall approach of implementation of system. The data must be documented clearly and organized for a full assessment to determine design, implementation, and sustainment feasibility, issues, and risks. The data must also include information listed in the PWS requirements of the contract.

Site Survey/Assessment Report must include:

- Site name (Region and base)
- Date(s) of survey
- Name(s) of Contractor surveyor
- Name(s) of Government support
- All points of contacts and contact information for future assistance and support
- Data pertaining to requirements as outlined in PWS
- Cost breakdown similar to base CLIN in regards to additional scope of work
- Baseline, issues, and risks

3. Deliverable Format

Deliverables shall be in the form of well-organized legible documents using tabulations for the ready portrayal of technical activities sequenced to the data and information required by the PWS requirements of the contract. The deliverables shall be legible, consistent amongst one another and section-to-section, and cross-checked with its various parts and appendices. The report shall be tied to a schedule and individuals' name(s) and identify their responsibilities. Portions to be witnessed by the Government shall also be identified in report.

Font sizes shall be not be less than a 12 point font.

The Contractor shall provide deliverables associated with CDRL A042 in original deliverable file format and in Adobe Portable Document Format (PDF). The deliverable shall also include a Table of Contents within each document. The Contractor shall provide each deliverable via electronic submission to the COR and into the AT/FP Ashore Remedy System.

4. Key Deliverable Submittal Dates

DELIVERABLE EXPECTATION DOCUMENT (DED)

FOR

Subcontracting Status Report CDRL A043

1. Introduction

This document provides the acceptance criteria for the Subcontracting Status Report Contract Data Requirements List (CDRL). The CDRL deliverable is to be submitted by the Contractor as required by the contract. The acceptance criteria will provide guidance on what the Contractor should include in this deliverable. This document will help to clarify content and recommends a format to ensure that the Subcontracting Status Report CDRL submittal meets the requirements and specifications derived from the contract.

2. Deliverable Description

The deliverable shall:

- Identify whether the subcontracting methodology is a percentage of contract value or percent of subcontracted value
- Identify the subcontractors credit (Tier 1, Tier 2, or all Tiers) in accordance with contract
- Identify all subcontractors by name, socio-economic categories, prime vendor purchase order number, percent of contract value or c percent of subcontracted value, whichever is applicable, dollar amount, NAICS code to include a description of significant events and how they were a benefit to small business (IAW CPARS Guidance –Attachment A2-2)
- Identify the total percent of contract value and percent of subcontracted value, whichever is applicable, that was expended.

The Government reserves the right to perform spot checks and/or request copies of supporting documentation. The subcontracting information in this report shall be provided in accordance with 52.219-14 as prescribed in 19.508(e) or 19.811-3(e).

3. Deliverable Format

The report format may be in an Excel spreadsheet or Word document.

4. Key Deliverable Submittal Dates

The Contractor shall submit initial deliverable 15th day after award date and every three month period after. This an accumulation of the subcontracting efforts to date.

5. Deliverable Acceptance Criteria

Deliverable met submittal dates as identified in section 3 (above).

The following are the minimum acceptance criteria:

- Deliverable meets all requirements from Section 2 (above).
- Deliverable meets the general review criteria (e.g., pages numbered, free of formatting and spelling errors, clearly written, no incomplete sections, etc.). Table of Contents depicts the correct page number, including

DELIVERABLE EXPECTATION DOCUMENT (DED)

FOR

Contractor Roster/ Information Assurance Reports CDRL A044

1. Introduction

This document provides the acceptance criteria for the Information Assurance Report Contract Data Requirements List (CDRL). The CDRL deliverable is to be submitted by the Contractor as required by the contract. The acceptance criteria will provide guidance on what the Contractor should include in this deliverable. This document will help to clarify content and recommends a format to ensure that the Information Assurance Report CDRL submittal meets the requirements and specifications derived from the contract.

2. Deliverable Description

Content shall include at a minimum:

- Contract Number,
- An alphabetical listing of the full names and email addresses of all Information Assurance contractor personnel assigned to the Contract,
- First and last name and email address of the contractor project manager for the Contract,
- First and last name of the Government Project Manager (COR) for the Contract,
- Status information and dates, as applicable, for the following: Visit Requests, Badge Requests, Information Assurance Workforce (IAWF) certifications by primary and secondary category, level, and operating environment(s) with proof of commercial certification required when applicable
- Reports including Information Assurance Scans and Findings and Information Assurance Mitigations and Plan.

3. Deliverable Format

Deliverables shall be electronically delivered to the addressee: Ronald.Anderson@navy.mil

4. Key Deliverable Submittal Dates

The Contractor shall submit deliverables 5 business days after the required Monthly Information Assurance Scans.

5. Deliverable Acceptance Criteria

Deliverable met submittal dates as identified in section 3 (above).

The following are the minimum acceptance criteria:

- Deliverable meets all requirements from Section 2 (above).
- Deliverable meets the general review criteria (e.g., pages numbered, free of formatting and spelling errors, clearly written, no incomplete sections, etc.). Table of Contents depicts the correct page number, including Appendices or enclosures (e.g. Appendices and Enclosures are correctly labeled and referenced in Table of Contents).

Appendix B – Acronyms

The following Acronyms are used in this document:	
3GPP	3 rd Generation Partnership Project
911-RMS	911 Routing and Management Service
ACD	Automatic Call Distribution
AES	Advanced Encryption Standard
ANI	Automatic Number Identification
AoR	Address Of Record
ATIS	Alliance for Telecommunications Industry Solutions
CAMA	Centralized Automatic Message Accounting
CLIN	Contract Line Item Number
COR	Contracting Officers Representative
CPE	Customer Premises Equipment
DHCP	Dynamic Host Configuration Protocol
DIACAP	DoD Information Assurance Certification and Accreditation
DNS	Domain Name Service
DoD	Department of Defense
DoN	Department of Navy
ECRF	Emergency Call Routing Function
ESRP	Emergency Services Routing Proxy
GIS	Geographic Information System
GUI	Graphical User Interface
IAT	Information Assurance Technician
IAM	Information Assurance Manager
IAVA	Information Assurance Vulnerability Alert
IETF	Internet Engineering Task Force
ISDN	Integrated Services Digital Network
ISP	Internet Service Provider
IP	Internet Protocol
IPv4/IPv6	Internet Protocol version 4/version 6
HIPAA	Health Insurance Portability and Accountability Act
LAT/LONG	Latitude/Longitude
LDC	Local Dispatch Center
LIS	Location Information Server
LO	Location Object
MSC	Mobile Switching Center
MSAG	Master Street Address Guide
NENA	National Emergency Number Association
NFPA	National Fire Protection Association
NG 911	Next Generation 911
P.01 GoS	Probability of 1 out of 100 Grade of Service
PWS	Performance Work Statement

CONTRACTOR PERFORMANCE ASSESSMENT REPORT (CPAR)

Nonsystems

Name/Address of Contractor:

Company Name: AT&T GOVERNMENT SOLUTIONS, INC.

Division Name:

Street Address: 1900 GALLOWS RD STE 105

City: VIENNA

State/Province: VA Zip Code: 221823865

Country: USA

CAGE Code:

DUNS Number: 009683442

PSC: D304 NAICS Code: 517110

Evaluation Type: Interim

Contract Percent Complete:

Period of Performance Being Assessed: 09/01/2017 - 08/31/2018

Contract Number: N6600117C0295 Business Sector & Sub-Sector: Nonsystems - Telecommunications

Contracting Office: SPACE AND NAVAL WARFARE SYSTEMS Contracting Officer: LCDR DAVID F. ODOM Phone Number: 619-553-1513

Location of Work:

Award Date: 08/29/2017 Effective Date: 09/01/2017

Completion Date: 08/31/2022 Estimated/Actual Completion Date:

Total Dollar Value: \$39,509,591 Current Contract Dollar Value: \$6,825,205

Complexity: Medium Termination Type: None

Competition Type: Not Competed Contract Type: Firm Fixed Price

Key Subcontractors and Effort Performed:

DUNS:

Effort:

DUNS:

Effort:

DUNS:

Effort:

Project Number: N6600117C0295

Project Title:

Enterprise 911-RMS Sustainment

Contract Effort Description:

This is a performance-based services acquisition contract to provide continuation of services and sustainment of the enterprise US Navy 911 Routing and Management Service (911-RMS), deployed throughout the Continental United States (CONUS) Commander Navy Region Hawaii (CNHR) and Commander Joint Region Marianas (CJRM). CONUS is comprised of Commander Navy Region Southeast (CNRSE), Commander Navy Region Southwest (CNRSW), Commander Navy Region Northwest (CNRNW), Commandant Naval District Washington (CNDW), and Commander Navy Region Mid-Atlantic (CNRMA). The vendor services shall provide and maintain infrastructure supporting Next Generation 911 capabilities for all Navy deployments of 911-RMS and its service offerings.

Small Business Subcontracting:

Does this contract include a subcontracting plan? No

Date of last Individual Subcontracting Report (ISR) / Summary Subcontracting Report (SSR): N/A

Evaluation Areas	Past Rating	Rating
Quality:	N/A	Exceptional
Schedule:	N/A	Very Good
Cost Control:	N/A	N/A
Management:	N/A	Satisfactory
Small Business Subcontracting:	N/A	Satisfactory
Regulatory Compliance:	N/A	Satisfactory
Other Areas:		
(1) :		N/A
(2) :		N/A

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monitoring of systems and quick resolution of problems have reduced the need for sending technicians onsite, both resulting in the reduced use of travel funds. The Contractor was able to return to the Government over \$77,000 in travel funds (approximately 35% of total allocated) at the end of the fiscal year because of its efforts to maximize the expenditure of funds to address multiple service requirements simultaneously. Resource leveling – The Contractor adhered to sound management principles in striving to efficiently use and save contract funding. Because the Contractor has a geographically dispersed workforce, it was able to provide on-site support to all Navy installations either through local dispatch technicians or, program office personnel when conditions warranted.

MANAGEMENT: The Contractor routinely provided efficient, high-level technical expertise to support the contract. Additionally, the Contractor retained knowledgeable subcontractors whose qualifications met or exceeded the government's years of experience requirement. The Prime Contractor and subcontractors contributed competent work and were instrumental in overcoming challenges, especially those associated with Navy Base Communication Telephony and Emergency Management personnel in the CNRMA. The management team is responsive and always available for discussions/meetings. They responded to all inquiries and action items immediately. The Contractor managed their technicians and Subject Matter Experts to provide full resolution of reported service issues, most notably associated with CNDW and CNRMA.

SMALL BUSINESS SUBCONTRACTING: AT&T submitted and Government accepted a Commercial Plan.

REGULATORY COMPLIANCE: There are no known instances of non-compliance with terms and conditions of the contract relating to applicable regulations and codes.

ADDITIONAL/OTHER: AT&T met all contract requirements during the subject period of report.

RECOMMENDATION:

Given what I know today about the contractor's ability to perform in accordance with this contract or order's most significant requirements, I would recommend them for similar requirements in the future.

Name and Title of Assessing Official:

Name: DAVID ODOM
Title: Contracting Officer
Organization: SPAWAR Systems Center Pacific
Phone Number: 619-553-1513 Email Address: david.f.odom1@navy.mil
Date: 10/15/2018

Contractor Comments:

ADDITIONAL/OTHER: Contractor agrees with the ratings assigned.

CONCURRENCE: I concur with this evaluation.

Name and Title of Contractor Representative:

Name: KIU POWER
Title: Sr. Contracts Manager
Phone Number: 703-462-4157 Email Address: kiu.power@att.com
Date: 10/19/2018

Review by Reviewing Official:

Review by Reviewing Official not required.

Name and Title of Reviewing Official:

Name:
Title:
Organization:
Phone Number: Email Address:
Date:

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SSC PACIFIC PERFORMANCE REQUIREMENT SUMMARY

CONTRACT NUMBER: N66001-16-C-0264

REQUIRED SERVICES (Objective and Standards)	PWS (PARA#)	CDRL#	ACCEPTABLE QUALITY LEVEL (AQL)
<p>Provide delivery of 911 Routing and Management Service (911-RMS) to United States Navy and joint bases as required for the Regional Dispatch Center (RDC) in Command Navy Region Hawaii (CNRH) and Command Joint Region Marianas (CJRM). The Government will receive 911 services to CNRH and CJRM, including emergency and non-emergency call routing, call-handling, and call management to augment 911 call-taking capabilities and failover.</p>	1.0	N/A	100% deployment of 911-RMS to both regions with users able to dial for emergency and non-emergency services, and calls ring into designated Navy dispatch centers.
<p>The Contractor shall provide delivery of 911-RMS with ESN-routing to CNRH and CJRM Navy Regions and Navy bases therein (see Section 8.0), where SS7 Trunking is available or shall be provisioned. Where SS7 Trunking is not available, PRI-routing will be provided.</p>	3.0 -3.6	N/A	100% routing of emergency calls via either ESN-routing or PRI-routing.
<p>The Contractor shall provide 911-RMS Cutover support for RDCs incorporating LDCs into their Area of Responsibility for emergency dispatch.</p>	See PWS DED A003	N/A	100% complete cutovers of LDC bases into the RDC per region.
<p>The Contractor shall incorporate best practices to maintain maximum system availability. Hardware elements shall be able to come into service and go out of service without impacting the overall service availability. 911-RMS needs to operate under an Availability metric (Ao) of 99.95% (includes routing, management, and location). Individual component failures count towards this Ao. All corrective and preventive maintenance shall follow procedures as established through the Call-Resolution Center.</p>	3.2.12	N/A	99.95% Availability of enterprise 911-RMS solution to all users.
<p>The Contractor shall perform IA testing of the 911-RMS and prepare modifications/mitigations to the Authority to Operate (ATO) Certification and Accreditation (C&A) package in accordance with DoD Directive 8500.2 and the DoD Information Assurance Certification and Accreditation Process (DIACAP) Handbook, or any superseding documents.</p>	3.4 -3.4.10	N/A	100% complete IA scans and ATO documentation support.

<p>Cut-Over Plans</p> <ul style="list-style-type: none"> • Preliminary Cut-Over testing • Prerequisites to Cut-Over implementation that include system(s) evaluation, preparation, and all tasking involved. • Cut-Over procedure that includes an overview and process steps and methodologies for each task. • Risk assessment and mitigation of each task broken into subsections, addressing the task, the probable risks, and the potential mitigation techniques and methods. • Recovery and fall-back plan in the event it becomes necessary. • List of contractor responsibilities as defined and executed throughout the plan. • List of key Cut-Over personnel responsible, their contact information, and roles. • A checklist of all tasking and personnel assignment. <p>Technical plans shall be 100% accurate, timely, and free of spelling and grammatical errors.</p>	<p>3.2.3, 3.2.12</p>	<p>A003</p>	<p>Technical plans shall be 100% accurate, timely, and free of spelling and grammatical errors.</p>
<p>IDP 35% & 100%</p> <p>The Installation Design Package (IDP) consists of two (2) parts; Facility and Systems IDP as detailed in Table 1 and in Table 2. IDP documentation shall clearly indicate all system configurations and interfaces, and permit system engineers, technicians and administrators to locate and interpret diagnostic indicators, trace electronic signal flow, evaluate parameters and settings, measure and verify signal levels with sufficient speed and accuracy so as to restore operation and maintain optimal system performance.</p> <p>A 100% pre-final design, construction, and implementation package will be submitted to the Government for review and approval prior to starting any procurement or installation action. The IDP is comprehensive in identifying the technical steps required to integrate and install material and equipment, and all steps required to achieve a fully functional system in accordance with ATFP Ashore Performance Specifications and contract site specific details. It will address the integration of new systems and components with existing systems at the sites. Technical plans shall be 100% accurate, timely, and free of spelling and grammatical errors.</p>	<p>3.4.6</p>	<p>A005</p>	<p>Technical reports shall be significantly accurate, timely, and free of spelling and grammatical errors.</p>

<p>Maintenance Plan</p> <p>The Maintenance Plan describes the requirements and tasks to be accomplished for achieving, restoring, or maintaining the operational capabilities of a system or an equipment item. The Maintenance Plan is a concise, narrative summary of maintenance requirements that must be performed for designated systems and items of equipment. When executed, a well-developed Maintenance Plan provides procedures to prevent deterioration of the inherent design levels of reliability of the designated system with a minimum expenditure of maintenance and support resources.</p> <p>The Maintenance Plan shall be tailored to describe the specific plan for each individual base and contain provisions for maintaining Operational Availability. Specific system operational availability will be specified in individual task order. Operational availability will be based on overall system performance.</p> <p>The Maintenance Plan should incorporate a maintenance strategy which builds procedures, processes, and products that impose no obstacles to Operator duties and responsibilities during the system's operational mission profile or the system's performance as a component of the larger system; and/or, system performance and design.</p> <p>The Maintenance Plan also includes a Call Resolution Center establishment and documented process and procedures with up-to-date information in regards to Points of Contacts (POCs), procedures, and processes for each individual base.</p>	<p>3.2.13 & 3.2.23</p>	<p>A017</p>	<p>Delivered on time and significantly free from formatting and typographical errors, 100% accuracy for items impacting system installation, operation and maintenance.</p>
<p>Configuration Management Plan</p> <p>The CMP must document the Contractor's CM approach to meet the requirements of this contract including control of changes (Engineering Change Proposals [ECP]) for technology insertion upgrades. This plan will describe the Contractor's configuration audit (functional and physical) processes along with plans to establish functional and allocated baselines for all ATFP Ashore (PIE and Legacy) equipment. The CMP will address and describe processes and forms utilized due to proposed changes that affect cost, schedule, performance and/or system interfaces. Technical plans shall be 100% accurate, timely, and free of spelling and grammatical errors.</p>	<p>See PWS DED A018</p>	<p>A018</p>	<p>ILS support tasks are performed to the satisfaction of the cognizant technical representative.</p>

Subcontracting Status Report

Technical support tasks are performed to the satisfaction of the cognizant technical representative.

- Identify whether the subcontracting methodology is a percentage of contract value or percent of subcontracted value
- Identify the subcontractors credit (Tier 1, Tier 2, or all Tiers) in accordance with contract
- Identify all subcontractors by name, socio-economic categories, prime vendor purchase order number, percent of contract value or c percent of subcontracted value, whichever is applicable, dollar amount, NAICS code to include a description of significant events and how they were a benefit to small business (IAW CPARS Guidance –Attachment A2-2)
- Identify the total percent of contract value and percent of subcontracted value, whichever is applicable, that was expended.

See PWs CDRL A043

A043

Status reports shall be significantly accurate, timely, up to date for the reporting period, and free of spelling and grammatical errors.

CONTRACTOR PERFORMANCE ASSESSMENT REPORT (CPAR)
INCOMPLETE-RATED

Nonsystems

Name/Address of Contractor:

Company Name: AT&T GOVERNMENT SOLUTIONS, INC.
Division Name:
Street Address: 1900 GALLOWS RD STE 105
City: VIENNA
State/Province: VA Zip Code: 221823865
Country: USA
CAGE Code:
DUNS Number: 009683442
PSC: D304 NAICS Code: 517110

Evaluation Type: Final

Contract Percent Complete: 75

Period of Performance Being Assessed: 12/01/2015 - 11/29/2016

Contract Number: N6600116C0372 **Business Sector & Sub-Sector:** Nonsystems - Telecommunications

Contracting Office: SPACE AND NAVAL WARFARE SYSTEMS **Contracting Officer:** RICHARD HAMMERSMITH **Phone Number:** 6195534482

Location of Work:

Award Date: 12/02/2015 **Effective Date:** 12/01/2015

Completion Date: 11/30/2017 **Estimated/Actual Completion Date:** 08/31/2016

Total Dollar Value: \$6,730,693 **Current Contract Dollar Value:** \$2,485,624

Complexity: Medium **Termination Type:** Convenience

Competition Type: Not Competed **Contract Type:** Firm Fixed Price

Key Subcontractors and Effort Performed:

DUNS:

Effort:

DUNS:

Effort:

DUNS:

Effort:

Project Number: N6600116C00372

Project Title:

911-RMS Enhancements (ALI and Crash Phones)

Contract Effort Description:

This is a performance-based services acquisition contract to provide delivery of enhancements and upgrades to the Enterprise US Navy 911 Routing and Management Service (911-RMS). These enhancements will be made available to the enterprise and service the Continental United States (CONUS) and the Outside Continental United States (OCONUS) Navy Regions. CONUS is comprised of Command Navy Region Southeast (CNRSE), Command Navy Region Southwest (CNRSW), Command Navy Region Northwest (CNRNW), Command Navy Region Midwest (CNRMW), Naval District Washington (NDW), and Command Navy Region Mid-Atlantic (CNRMA). OCONUS is comprised of Command Navy Region Hawaii (CNHR) and Command Joint Region Marianas (CJRM). The enhancements consist of Automatic Location Information (911-ALI) and Navy Crash Phone services. The vendor services shall provide infrastructure supporting future Next Generation 911 capabilities for all Navy deployments of 911-RMS.

Small Business Utilization:

Does this contract include a subcontracting plan? No

Date of last Individual Subcontracting Report (ISR) / Summary Subcontracting Report (SSR): N/A

Evaluation Areas	Past Rating	Rating
Quality:	N/A	Exceptional
Schedule:	N/A	Very Good
Cost Control:	N/A	N/A
Management:	N/A	Very Good
Utilization of Small Business:	N/A	Satisfactory
Regulatory Compliance:	N/A	Satisfactory
Other Areas:		
(1):		N/A
(2):		N/A

The Government benefitted by the contractor working diligently to accommodate Navy-requested design and interface changes while simultaneously interfacing with government IT security personnel to obtain the required protection certificates to allow only CAC access to a Web Portal. AT&T demonstrated outstanding performance during its efforts to develop from concept to execution a 911-ALI CAC-enabled web portal. This effort was unprecedented in scope and scale, since it represented the primary entry point for US Navy personnel entering phone number data to support specific location information for individual 911 callers. The contractor interfaced in an extremely effective manner with points of contact on the Navy Emergency Management Addressing Project (NEMAP) to transfer and configure Navy address information into the correct ALI database format. AT&T also seamlessly communicated with both internal and external 911-RMS entities to test and incorporate the two redundant ALI enterprise database servers into the overarching 911-RMS enterprise. These collective, simultaneous efforts were executed within the confines of the Integrated Master Project Schedule and were accomplished on time and incorporated all contractual requirements. The scope of the 911-ALI project was unprecedented within the broader 911 Emergency Management landscape and is a key component which will allow the US Navy to address the Fort Hood After Action Report-mandated location information requirements directed by the Secretary of Defense. In particular, the project sponsor expressed extreme satisfaction with the Contractor's ability to make requested changes to the Web Portal in a cost-effective and efficient manner.

The Government benefitted from contractor efforts to resolve challenges in obtaining the appropriate security certifications that would enable the contractually-mandated CAC authenticated access to the 911-ALI portal. Rather than allowing these requirements to affect the master schedule, AT&T applied its programmatic resources in an effective manner and simultaneously addressed other project deliverables while maintaining a continual focus on obtaining DoD security authentication artifacts. Further, AT&T created project web portal interface alternatives that allowed continued testing of the primary data entry tool and background databases while the security protocols were approved and finalized. As a result, AT&T was able to remain on track within the broader master project schedule so that project milestones could be met on time.

The contractor provided weekly progress reports and action items updates, and collaborated with the SPAWAR team to address and resolve all project risks. The contractor also provided detailed accomplishments, milestone, achieved critical path items, travel, and anticipated work information to the government Program Management Office.

CDRL A001: Schedules were delivered before the 15th of every month and on time.

CDRL A002: Progress Reports were delivered weekly on every Tuesday before 1700.

CDRL A007: As-Built Drawings CDRL is "as required" and outside of the POP.

CDRL A010: Quality Assurance Plan was provided on 02/25/2016.

CDRL A018: Configuration Management Plan was delivered 60 business working days after contract award.

CDRL A042: Site Survey Assessment submitted on time.

CDRL A044: Contractor Roster/ Information Assurance Report.

AT&T overcame major roadblocks in providing IA Scans and performing the IA tasks as defined in CDRL A044. AT&T was unable to conduct scans in early months of the contract due to ACAS not being authorized for use on contractor-owned, operated and/or managed networks even though AT&T is providing a service to the government. All instances of ACAS had to be uninstalled. AT&T had to then acquire a new Automated Scanning Tool for Navy 911. AT&T purchased eEYE Retina Network Security Scanning software. Scanning software needed to be loaded on servers and then configurations needed to be set. After installation, software needed to be configured to work with all the different equipment related to Navy 911. (i.e., workstations, routers, switches, digi connects and Mediant gateways) this took some time as the Retina software engineers needed to make the software work with the credentials of the equipment. Automated scanning continued up until the early termination of this contract due to funding issues and the CDRL was provided on 19 July 2016. This resolution is to the benefit of the Government allowing AT&T to provide a secure system in support of critical requirements on schedule.

COST CONTROL: AT&T adhered to sound management principles in striving to efficiently use and manage contract funding, especially for travel. Even though 911-ALI included substantial cutting-edge development and infrastructure efforts, AT&T demonstrated meticulous planning, including coordinating all activities, as necessary, with the Government, subcontractors, and third party vendors.

MANAGEMENT: The Government benefitted by the contractors' effective high-level Management oversight to support the contract schedule and performance challenges resulting from the CAC-Enabled Web Portal and implementation of the Enterprise wide ALI database infrastructure. Without Management support to implement the effective solutions, these challenges would have resulted in schedule delays with associated program cost impacts.

Additionally, AT&T retained knowledgeable subcontractors whose qualifications met or exceeded the government's years of experience requirement.

ate			
Rate	Annual	Annual	MRC
\$ 205.23	360	\$ 73,882.80	\$ 6,156.90
\$ 91.44	1920	\$ 175,568.18	\$ 14,630.68
\$ 91.44	1920	\$ 175,568.18	\$ 14,630.68
N/A	N/A	\$ 886,363.64	\$ 73,863.64
			\$ 109,281.90

Type	NRC	MRC
T-1	\$6,721.61	\$816.81
T-1	\$6,721.61	\$591.21
		\$13,443.23
		\$1,408.01

Rate	NRC	MRC
132.83	\$21,252.80	

MAX TN's	Discount Scale	RATE	MRC
1,000,000			
250,000	0%	\$ 0.3081	\$ 77,031.25
500,000	10%	\$ 0.2773	\$ 138,656.25
750,000	20%	\$ 0.2465	\$ 184,875.00
750,001	30%	\$ 0.2157	\$ 161,765.84
1,000,000	30%	\$ 0.2157	\$ 215,687.50

vices			
TN's Level	NRC	Annual EST	
250,000		\$ 2,252,653.94	
500,000		\$ 2,992,153.94	
750,000		\$ 3,546,778.94	
750,001		\$ 3,269,469.03	
1,000,000		\$ 3,916,528.94	
		\$34,696.03	

Use and Disclosure of Data

The Offeror has carefully reviewed all data included in this proposal with regard to its potential release in response to the Freedom of Information Act requests. Those data which are believed to be exempt from mandatory disclosure under Exemption 4 of the Freedom of Information Act (5 U.S.C. 552(b)(4)) are contained on the pages enumerated in the Disclaimer set forth below. Release of those data, which are considered trade secrets, would provide competitors with valuable insights into the Offeror's operations and as a result would cause the Offeror to suffer substantial competitive harm.

Disclaimer

These data shall not be disclosed outside the BBG and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the proposal; provided that if a contract is awarded to this Offeror as a result of or in connection with the submission of these data, the BBG shall have the right to duplicate, use or disclose the data to the extent provided in the contract. This restriction does not limit the BBG's right to use information contained in the data if it is obtainable from another source without restriction. The data subject to this restriction are contained in all pages of the Offeror's **proposal bearing the use and disclosure legend.**

AT&T Proprietary

The information contained herein is for use by authorized persons only and is not for general distribution.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER 1300473562-0002		PAGE 1 OF 49	
2. CONTRACT NO. N66001-16-C-0264		3. AWARD/EFFECTIVE DATE 01-Dec-2015		4. ORDER NUMBER		5. SOLICITATION NUMBER N66001-15-R-0010	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME CHRISTINA M. BOWMAN		b. TELEPHONE NUMBER (No Collect Calls) 619-553-4521		8. OFFER DUE DATE/LOCAL TIME 09:00 AM 11 May 2015	
9. ISSUED BY SPAWAR SYSTEMS CENTER PACIFIC CHRISTINA BOWMAN, CODE 22410 CHRISTINA.M.BOWMAN@NAVY.MIL 53560 HULL STREET SAN DIEGO CA 92152-5001 TEL: 619-553-4521 FAX: 619-553-1062		CODE N66001		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: NAICS:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY DCMA VIRGINIA 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 201092342		CODE S2404A SCD: C	
17a. CONTRACTOR/OFFEROR AT&T GOVERNMENT SOLUTIONS, INC. KIU POWER 1900 GALLOWES RD STE 105 VIENNA VA 22182-3865 TEL. 703-272-1691		CODE 7N699 FACILITY CODE		18a. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER SOUTH ENTITLEMENT OPERATIONS PO BOX 182264 COLUMBUS OH 43218-2264		CODE HQ0338	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$2,940,518.28	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED.				ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED			31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)	
						TEL: EMAIL:	

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	CJRM RDC - Naval Base Guam FFP Technical Refresh for the deployment of 911-RMS in Command Joint Region Marianas Regional Dispatch Center (CJRM RDC) which shall include all labor and materials necessary to deploy 911-RMS services in accordance with the Performance Work Statement (PWS). Period of Performance (PoP): Twelve (12) Months. FOB: Destination	12	Months	\$227,543.19	\$2,730,518.28
NET AMT					\$2,730,518.28
ACRN AA CIN: 130047356200003					\$2,730,518.28

PURCHASE REQUEST NUMBER: 1300473562-0002

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 OPTION	CJRM - Andersen Air Force Base LDC+ FFP Circuit Provisioning and Cutover of Anderson AFB as LDC+. It shall include all labor and materials necessary to deploy 911-RMS services in accordance with the PWS. PoP: Twelve (12) Months. FOB: Destination	12	Months	\$11,073.78	\$132,885.36
NET AMT					\$132,885.36

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	CJRM- Travel for 911-RMS Deploy Services COST		Lot		\$210,000.00
	Travel/Per Diem costs associated with 911-RMS services for CJRM. The contractor shall perform travel requirements in accordance with clause 5252.231-9200 Reimbursement of Travel Costs, and as called out in the PWS. PoP: Twelve (12) months. FOB: Destination PURCHASE REQUEST NUMBER: 1300473562-0002				
				ESTIMATED COST	\$210,000.00
	ACRN AA CIN: 130047356200004				\$210,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	CJRM-Travel for 911-RMS Sustainment COST		Lot		\$85,000.00
	Travel/Per Diem costs associated with 911-RMS sustainment services after SOVT sign-off for CJRM. The contractor shall perform travel requirements in accordance with clause 5252.231-9200 Reimbursement of Travel Costs, and as called out in the PWS. PoP: Twelve (12) months from exercise of option. FOB: Destination				
				ESTIMATED COST	\$85,000.00

OPTION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009 OPTION	CNRH RDC- Joint Base Pearl Harbor Hickam FFP Technical Refresh for the deployment of 911-RMS in Command Navy Region Hawaii Regional Dispatch Center (CNRH RDC) which shall include all labor and materials necessary to deploy 911-RMS services in accordance with the Performance Work Statement (PWS). PoP: Twelve (12) months from exercise of option. FOB: Destination	12	Months	\$156,613.88	\$1,879,366.56
NET AMT					\$1,879,366.56

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010 OPTION	CNRH - PMRF Kauai LDC+ FFP Circuit Provisioning and Cutover of PMRF as LDC+. It shall include all labor and materials necessary to deploy 911-RMS services in accordance with the PWS. PoP: Twelve (12) Months. FOB: Destination	12	Months	\$11,571.78	\$138,861.36
NET AMT					\$138,861.36

ITEM NO 0013	SUPPLIES/SERVICES	QUANTITY	UNIT Lot	UNIT PRICE	AMOUNT \$67,000.00
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CNRH - Travel for 911-RMS Sustainment
COST

Travel/Per Diem costs associated with 911-RMS sustainment services for CNRH. The contractor shall perform travel requirements in accordance with clause 5252.231-9200 Reimbursement of Travel Costs, and as called out in the PWS. Period of Performance: Twelve (12) months from exercise of option.

FOB: Destination

ESTIMATED COST	\$67,000.00
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OPTION

ITEM NO 0014 OPTION	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT NSP
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CNRH - CDRL
FFP
Contract Data Requirements (CDRL)
FOB: Destination

NET AMT	\$0.00
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CLIN SUMMARY CHART

CLIN	Value
0001- Base	\$2,730,518.27
0002 - Optional	\$132,885.30
0003 - Optional	\$695,420.86
0004 - Optional	\$289,758.69
0005- Base	\$210,000.00
0006 - Optional	\$85,000.00
0007 - Optional	\$45,000.00

- 2.14 DoD 8570.01-M, Information Assurance Workforce Improvement Manual
- 2.15 DoD Directive 8500.01-E, Information Assurance, 23 April 2007
- 2.16 SECNAV M-5239.2, Department of the Navy Information Assurance Workforce Management Manual to support the IA Workforce Improvement Program
- 2.17 SPAWARINST 5239.1A, Information Assurance Program, 23 April 2009
- 2.18 SPAWARINST 5239.5, Information Assurance (IA) Policy Enforcement, 09 July 2008
- 2.19 DoDI DoD Information Assurance Certification and Accreditation Process (DIACAP), 28 November 2007
- 2.20 DISA Enclave Security Technical Implementation Guide (STIG), series
- 2.21 SPAWAR Systems Center, Pacific, Information Assurance Manual, 27 December 2012
- 2.22 COMSPAWAR M-3090.2B, Fleet Readiness Certification Board (FRCB) Handbook v2.0

3.0 Requirements

3.1 General Requirements

- 3.1.1 The Contractor shall ensure that all technical refresh work per the subject PWS does not impact personnel on all designated US Navy 911-RMS Enterprise deployments. Ensuring continued access to an effective telephone emergency system to communicate with Navy-designated emergency call taking/dispatch and response personnel.
- 3.1.2 The Contractor shall ensure that 911-RMS executes the following failover procedures:
 - 3.1.2.1 Programming of 911-RMS with failover sites provided by the Navy.
 - 3.1.2.2 Routing to failover site as directed by the Navy.
 - 3.1.2.3 Seamless transition, cutover, and restoration with notification protocols for each Region.
 - 3.1.2.4 Terminating redundancy with successful call-answering and dispatch.
- 3.1.3 The Contractor shall ensure that 911-RMS and any technical enhancements are compliant with NFPA and NENA guidelines found in section 2.0 of this PWS.
- 3.1.4 The Contractor shall produce and provide 911-RMS based on the defined standards as published by the Public Safety and Homeland Security Bureau of the FCC (<http://www.fcc.gov/pshs/>), the Department of Homeland Security (<http://www.dhs.gov/xprepresp/>), American National Standards Institute (<http://www.ansi.org/>), and Institute of Electrical and Electronics Engineers (<http://www.ieee.org/>).
- 3.1.5 The Contractor shall convert any Navy bases in CNRH and CJRM to following routing protocols:
 - 3.1.5.1 911/Emergency calls via 10 Digits using Primary Rate Interface (PRI).
 - 3.1.5.2 911/Emergency calls via Emergency Services Number (ESN)/Selective Routing where Signaling System No. 7 (SS7) Trunking is or shall be provisioned.
 - 3.1.5.3 911/Emergency calls via ESINET routing or equivalent Internet Protocol (IP) Infrastructure.

immediately; to include COR name and contact information. In the event of a change in CORs, the contractor shall update contact information on the labels accordingly.

- 3.1.14 At the end of service, the Contractor shall assume responsibility to remove, ship, and/or dispose of all contractor equipment specific to this 911-RMS service. These costs related to the removal, shipment, or disposal of Contractor equipment or material is considered as part of the services herein.

3.2 Service Delivery Requirements

- 3.2.1 The Contractor shall assess CNRH and CJRM, Navy bases therein, and surrounding local jurisdictions, counties, and PSAPs with Navy coordination for point of contacts and base access. These site assessments (CDRL A042) shall take into account all RDC-designated bases, all LDCs that will be routing emergency calls to the RDC or LDC+, and the support and requirements of all local jurisdictions, PSAPs, counties, LECs, and telephony service providers per Region, per Navy base. The assessment also includes the Navy base telephony infrastructure and legacy equipment: telephony circuits and telephone switches.

- 3.2.2 The Contractor shall provide an assessment report (CDRL A042) of all requirements necessary to convert CNRH and CJRM and sites onto the 911-RMS 15 business days after completion of the site assessment. These site assessment reports shall include:

3.2.2.1 Data collected from 3.2.1 requirements.

3.2.2.2 Navy Base Telephone numbers:

3.2.2.2.1 Emergency and Emergency Services Number(s)

3.2.2.2.2 Non-Emergency Numbers / Administrative Numbers

3.2.2.2.3 Block of phone numbers

3.2.2.2.4 Fictitious numbers

3.2.2.2.5 Other wire line numbers on base

3.2.2.2.5.1 Elevators

3.2.2.2.5.2 Crash Phones

3.2.2.2.5.3 Ring-downs

3.2.2.2.5.4 Unique locations such as Shipyards or Piers.

3.2.2.3 Navy BCO Telephony Room/Main Point of Entry/Demarcation Address.

3.2.2.4 Navy Telephony Switches.

3.2.2.4.1 Type

3.2.2.4.2 Switch Reports (routing, configuration, and stations).

3.2.2.4.3 Maintenance Contract Information

3.2.2.4.4 Discovered Tenant Switches

3.2.2.5 Navy Telephony Circuits and features on those circuits

3.2.2.5.1 Circuit Transport/Extension capabilities for extension of lines.

3.2.2.5.2 Inform 911 or equivalent

3.2.2.6 Navy base Dial Plan.

- 3.2.5.1 Convert Government-provided MSAG data to NENA-format for available phone number/location/ associated data bases. The data itself will be verified by the Government; it is the Contractor's responsibility to integrate MSAG data with the current system.
 - 3.2.5.2 Integrate MSAG data with current system and available phone number/location/ associated data bases. The data itself will be verified by the Government; it is the Contractor's responsibility to integrate MSAG data with the current system.
 - 3.2.5.3 Provide connectivity to the available phone number/location/ associated data bases (See paragraph 3.2.5.2).
 - 3.2.5.4 Interface with LECs, MSAG Authority, Local PSAP, Municipal Emergency Manager, and others.
 - 3.2.5.5 Work with LECs and local municipalities to acquire Navy-dedicated ESNs
 - 3.2.5.6 Establish and provision SS7 Selective Routing or PRI Routing
 - 3.2.5.7 Identify LEC and place orders for SS7 or PRI connectivity and routing
 - 3.2.5.8 Coordinate with the Navy to establish true 911 dialing
 - 3.2.5.9 Provide CJRM RDC Equipment suite necessary for the execution of 911-RMS services:
 - 3.2.5.9.1 Fourteen (14) Workstations with 22 inch monitors
 - 3.2.5.9.2 One-time purchase headsets (4 per workstation) for a total of sixty-four (64) headsets
 - 3.2.5.9.3 Fourteen (14) Numeric keypads
 - 3.2.5.10 Provide LDC equipment suite to route 911 Administrative lines to the RDC for each base to be on the 911-RMS platform (equipment necessary for the execution of 911-RMS services).
 - 3.2.5.11 Route all 911/Emergency and Administrative calls throughout Region to Navy RDC.
 - 3.2.5.12 Provide Andersen Air Force Base four (4) Workstations with 22 inch monitors
 - 3.2.5.12.1 Sixteen (16) headsets
 - 3.2.5.12.2 Four (4) Numeric keypads
 - 3.2.5.13 Route all Andersen Air Force Base 911/Emergency and Administrative calls to Navy LDC+.
- 3.2.6 The Contractor shall provide a one-time training service to approximately one hundred and eighty (x180) CNRH and CJRM RDC users (dispatcher(s), Dispatch Supervisor(s), RDC Manager(s)) at both Regions no earlier than thirty days and no later than one week prior to RDC/LDC+ cutover for on-site call-taker and administrator services. One hundred and sixty is an approximate combined total for both Regions. The Government shall provide the facility for training.
- 3.2.7 The Contractor shall ensure full integration of 911-RMS with the following Navy legacy components, when provided third party support and coordination:
- 3.2.7.1 Computer Aided Dispatch (CAD)

- 3.2.16 The Contractor shall provide in-depth monitoring of the 911-RMS Enterprise and shall provide notification to the Navy POCs listed in the Call-Resolution Documents within one (1) hour of any 911-RMS impacting failures.
- 3.2.17 The Contractor shall coordinate for approval and manage all service impacting maintenance of 911-RMS Enterprise with the Navy POCs listed in the Call-Resolution Documents three (3) business working days prior to actual maintenance.
- 3.2.18 Upon collective evaluation with the Navy and mutual concurrence, the Contractor shall ensure any device, service, or database specific to 911-RMS Enterprise with an external interface shall be capable of being brought into or out of service without affecting other databases or services not dependent upon it.
- 3.2.19 The Contractor shall ensure hardware elements of high availability services shall be capable of being brought into or out of service without affecting the overall service availability.
- 3.2.20 The Contractor shall seek approval from designated Navy POCs in Call-Resolution Center Documents per Region or base as applicable to establish remote connectivity to workstations.
- 3.2.21 The Contractor shall provide the following metrics with any trouble-tickets and issues related to Call Resolution Center monthly. The purpose is to input into Anti-Terrorism Force Protection (ATFP) Remedy to track progress of trouble-ticket resolutions (A017):
- 3.2.21.1 Time and date of trouble-ticket origination
 - 3.2.21.2 Time and date of trouble-ticket resolution
 - 3.2.21.3 Trouble-ticket participants:
 - 3.2.21.3.1 Originator name
 - 3.2.21.3.2 Originator Region
 - 3.2.21.3.3 Originator base
 - 3.2.21.3.4 Overseeing SPAWAR POC
- 3.2.22 The Contractor shall assess, trouble-shoot, program, and resolve all telephony circuits, telephony switches, or telephony service issues where 911-RMS applies and where approved by the Navy and the owner of said telephony infrastructure and components.
- 3.2.23 The Contractor shall provide CDRL A017 Maintenance Plan.

3.3 Information Assurance

- 3.3.1 The Contractor shall perform IA testing of the 911-RMS and prepare modifications/mitigations to the Authority to Operate (ATO) Certification and Accreditation (C&A) package in accordance with DoD Directive 8500.2 and the DoD

- 3.3.9.2.1 DoD-approved IA workforce certifications appropriate for each category and level as listed in the current version of DoD 8570.01-M.
- 3.3.9.2.2 Appropriate operating system certification for IA technical positions as required by DoD 8570.01-M.
- 3.3.9.2.3 The Contractor shall provide documentation supporting the IA certification status of personnel performing IA functions.
- 3.3.9.2.4 Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing IA functions.

3.3.10 The Contractor shall provide CDRL A044 Information Assurance Reports.

3.4 Other Requirements

- 3.4.1 The Contractor shall provide a detailed program schedule down to the base and task level per each activated Contract Line Item Number (CLIN) (see section 3.6) with monthly progress reports. (CDRL A002)
- 3.4.2 The Contractor shall provide Weekly Status Reports to the COR and Government technical team listing all system issues and milestones in regards to tech refresh (CDRL A002).
- 3.4.3 The Contractor shall provide Monthly Status Reports CDRL A001.
- 3.4.4 The Contractor shall provide all meeting minutes to track progress and clarification of tasking. (CDRL A028)
- 3.4.5 The Contractor shall adhere to all of SPAWAR Shore Installation Process Handbook ver 3.0 - COMSPAWAR M-4720.1.
- 3.4.6 The Contractor shall develop or update drawings based on site assessment data (CDRL A042). 100% Installation Design Package only per SPAWAR Shore Installation Process Handbook ver 3.0.
- 3.4.7 The Contractor shall develop and update drawing modifications to the current Technical Viewpoints and Operational Viewpoints of both Regions' integration of 911-RMS. Each region shall provide how the RDC conducts daily dispatching operations, automatic and manual failover operations, and restoration operations via Concept of Operations (CONOPs) documents to the contractor to develop Operational Viewpoints. These shall be combined with the Technical Viewpoints and become the baseline for both RDCs'

CDRL	Type Document	Corresponding PWS Reference
A001	Monthly Status Reports	3.4.3
A002	Program Schedule and Progress Report	3.4.1, 3.4.2
A003	Cut-Over Plan	3.2.3, 3.2.12
A005	Installation Design Package 35% and 100% Pre-Final	3.4.6
A006	System Testing and Commissioning Plans	3.2.4, 3.2.5, 3.2.6, 3.2.7
A007	As Built Drawings	3.4.7, 5.1
A008	System Operations, Maintenance, and Training Manuals	3.2.8
A010	Quality Assurance Plan	3.4.5, 10.0
A017	Maintenance Plan	3.2.23
A018	Configuration Management Plan	3.2.13
A028	Meeting Minutes	3.4.4
A035	Training Plan	3.2.8
A041	Project Close-out Package	Project Completion
A042	Site Survey/Site Assessment Report	3.2.1, 3.2.2
A043	Subcontracting Status Report	3.1.6
A044	Contractor Roster/Information Assurance Reports	3.3

5.0 Government Furnished Information

- 5.1** The Government shall provide As-Built Drawings (CDRL A007) of RDCs and LDCs from original 911-RMS Deployment to the Contractor. If the Contractor makes any system configuration changes in regards to Tech Refresh, then the Contractor shall validate and modify the As-Built Drawings accordingly.
- 5.2** The Government shall provide address portfolio to the Contractor to perform validation, ESN provisioning, and interfacing with 911-RMS presentation of information to the dispatchers.
- 5.3** The Government shall provide existing ATO documentation for the Contractor to add CNRH and CJRM.
- 5.4** Access to Government transportation/vehicles will be available for official local travel in direct support of the PWS requirements. The Government vehicle operator shall be qualified to operate, licensed, and properly insured for all vehicles used. The anticipated local travel under this contract may include trips to ships in port and shore commands and material/parts pickup and delivery.
- 5.5** The Government will provide access to Government workspaces, but any special accommodation requests (such as ergonomic chairs) shall be the responsibility of the contractor to provide.

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for SSC PAC via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address

<https://doncmra.nmci.navy.mil>.

Reporting inputs will be for the labor executed during the period of performance for each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2013. Contractors may direct questions to the help desk at: <http://www.ecmra.mil/>.

9.0 Place of Performance

Contract place(s) of performance shall be at SSC PACIFIC and the Contractor's facilities. Services shall also be performed at the following Navy Regions to include all bases and remote/sub-bases (as part of their parent bases) below:

9.1 Command Navy Region Hawaii (CNRH)

- 9.1.1 Joint Base Pearl Harbor Hickam
- 9.1.2 Fort Island
- 9.1.3 NCTAMS PAC Wahiawa
- 9.1.4 Schofield Barracks
- 9.1.5 Wheeler Army Airfield
- 9.1.6 West Loch *
- 9.1.7 Naval Magazine Lualualei*
- 9.1.8 Marine Corp Base Kaneohe Bay
- 9.1.9 Marine Corp Base Camp Smith
- 9.1.10 Fort Shafter
- 9.1.11 Pacific Missile Range Facility Kauai

9.2 Command Joint Region Marianas (CJRM)

- 9.2.1 Naval Base Guam
- 9.2.2 Barrigada Site
- 9.2.3 North Finegayan
- 9.2.4 Ordinance Annex
- 9.2.5 Orote Point
- 9.2.6 Polaris Point
- 9.2.7 Tenjo Valley and Sasa Valley*
- 9.2.8 Andersen Air Force Base

NOTE: Those sites listed with (*) do not have LDC equipment.

10.0 Period of Performance

The contract will have a one year base period from date of award. Each optional CLIN will have a separate and distinct period of performance not to exceed 12 months, and must be exercised and completed within a three (3) year period from the date of award of the base period.

11.0 Performance Standard Criteria/ Performance Requirements Summary

The Government will monitor and assess the contractor's performance and acceptable quality level against the contract's Performance Requirements Summary (PRS).

0001	POP 01-DEC-2015 TO 30-NOV-2016	N/A	SPAWAR SYSTEMS CENTER RECEIVING OFFICER 4297 PACIFIC HWY, BLDG OT7 SAN DIEGO CA 92110 (619) 524-2271 FOB: Destination	N69255
0002	POP 22-FEB-2016 TO 21-FEB-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N69255
0003	POP 01-DEC-2016 TO 30-NOV-2017	N/A	SPAWAR SYSTEMS CENTER RECEIVING OFFICER 4297 PACIFIC HWY, BLDG OT7 SAN DIEGO CA 92110 FOB: Destination	N69255
0004	POP 01-DEC-2017 TO 30-APR-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N69255
0005	POP 01-DEC-2015 TO 30-NOV-2016	N/A	SPAWAR SYSTEMS CENTER RECEIVING OFFICER 4297 PACIFIC HWY, BLDG OT7 SAN DIEGO CA 92110 (619) 524-2271 FOB: Destination	N69255
0006	POP 01-DEC-2016 TO 30-NOV-2017	N/A	SPAWAR SYSTEMS CENTER RECEIVING OFFICER 4297 PACIFIC HWY, BLDG OT7 SAN DIEGO CA 92110 FOB: Destination	N69255
0007	POP 01-DEC-2017 TO 30-APR-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N69255
0008	POP 01-DEC-2015 TO 30-NOV-2016	N/A	SPAWAR SYSTEMS CENTER RECEIVING OFFICER 4297 PACIFIC HWY, BLDG OT7 SAN DIEGO CA 92110 (619) 524-2271 FOB: Destination	N69255
0009	POP 04-APR-2016 TO 03-APR-2017	N/A	SPAWAR SYSTEMS CENTER RECEIVING OFFICER 4297 PACIFIC HWY, BLDG OT7 SAN DIEGO CA 92110 FOB: Destination	N69255
0010	POP 04-APR-2016 TO 03-APR-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N69255
0011	POP 04-APR-2017 TO 03-APR-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N69255

52.232-1	Payments	APR 1984
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-2	Service Of Protest	SEP 2006
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.244-6	Subcontracts for Commercial Items	APR 2015
52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	APR 2012
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7012	Safeguarding of Unclassified Controlled Technical Information	NOV 2013
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.211-7006	Passive Radio Frequency Identification	SEP 2011
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	MAR 2006
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7015	Technical Data--Commercial Items	FEB 2014
252.227-7037	Validation of Restrictive Markings on Technical Data	JUN 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	MAR 2015
252.246-7003	Notification of Potential Safety Issues	JUN 2013
252.247-7023	Transportation of Supplies by Sea	APR 2014
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2015)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)

- ___ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (Oct 1995) of 52.219-7.
- ___ (iii) Alternate II (Mar 2004) of 52.219-7.
- X (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).
- X (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2014) (15 U.S.C. 637(d)(4)).
- ___ (ii) Alternate I (Oct 2001) of 52.219-9.
- ___ (iii) Alternate II (Oct 2001) of 52.219-9.
- ___ (iv) Alternate III (OCT 2014) of 52.219-9.
- ___ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ___ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- X (20) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- X (22) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).
- ___ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (July 2013) (15 U.S.C. 637(m)).
- ___ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (July 2013) (15 U.S.C. 637(m)).
- X (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 3126).
- X (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- X (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- X (29) 52.222-35, Equal Opportunity for Veterans (Jul 2014)(38 U.S.C. 4212).
- X (30) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).
- X (31) 52.222-37, Employment Reports on Veterans (July 2014) (38 U.S.C. 4212).
- X (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ___ (33)(i) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ___ (ii) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

____ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

____ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

____ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

____ (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

____ (52) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

X (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

X (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

____ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

X (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

____ (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

____ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

X (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

X (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

____ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).

____ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

____ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

_____ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xiv) 52.222-54, Employment Eligibility Verification (Aug 2013).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor at any time prior to the expiration of the current period of performance; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years.

(End of clause)

252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (AUG 2015)

(a) Definitions. As used in this provision--

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html.

DoD item unique identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise (e.g., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, Allied Committee 135 NATO Commercial and Government Entity (NCAGE)/Commercial and Government Entity (CAGE) Code, or the Coded Representation of the North American Telecommunications Industry Manufacturers, Suppliers, and Related Service Companies (ATIS-0322000) Number), European Health Industry Business Communication Council (EHIBCC) and Health Industry Business Communication Council (HIBCC)), as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at <http://www.nen.nl/Normontwikkeling/Certificatieschemas-en-keurmerken/Schemabeheer/ISOIEC-15459.htm>.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparables and DoD serially managed nonreparables as specified in Attachment Number ----.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number ----.

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or

(iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology--International symbology specification--Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology-Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique

- (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number (if there is serialization within the original part number).**
- (7) Lot or batch number (if there is serialization within the lot or batch number).**
- (8) Current part number (optional and only if not the same as the original part number).**
- (9) Current part number effective date (optional and only if current part number is used).**
- (10) Serial number (if concatenated unique item identifier is used).**
- (11) Description.
- (12) Type designation of the item as specified in the contract schedule, if any.
- (13) Whether the item is an item of Special Tooling or Special Test Equipment.
- (14) Whether the item is covered by a warranty.

** Once per item.

(e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.

(2) Embedded items shall be reported by one of the following methods--

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) ----, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by contract any items for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

(End of clause)

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	<u>HQ0338</u>
Issue By DoDAAC	<u>N66001</u>
Admin DoDAAC	<u>S2404A</u>
Inspect By DoDAAC	<u>N66001</u>
Ship To Code	<u>N66001</u>
Ship From Code	<u>N/A</u>
Mark For Code	<u>41450</u>
Service Approver (DoDAAC)	<u>N66001</u>
Service Acceptor (DoDAAC)	<u>N66001</u>
Accept at Other DoDAAC	<u>N/A</u>
LPO DoDAAC	<u>N/A</u>
DCAA Auditor DoDAAC	<u>HAA721</u>
Other DoDAAC(s)	<u>N/A</u>

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

See block 9

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

252.245-7000 GOVERNMENT-FURNISHED MAPPING, CHARTING, AND GEODESY PROPERTY. (APR 2012)

(a) "Definition - Mapping, charting, and geodesy (MC&G) property" means geodetic, geomagnetic, gravimetric, aeronautical, topographic, hydrographic, cultural, and toponymic data presented in the form of topographic, planimetric, relief, or thematic maps and graphics; nautical and aeronautical charts and publications; and in simulated, photographic, digital, or computerized formats.

(b) The Contractor shall not duplicate, copy, or otherwise reproduce MC&G property for purposes other than those necessary for performance of the contract.

(c) At the completion of performance of the contract, the Contractor, as directed by the Contracting Officer, shall either destroy or return to the Government all Government-furnished MC&G property not consumed in the

(End of clause)

5252.222-9201 WORK WEEK (SSC-PAC) (APR 2012)

(a) All or a portion of the effort under this contract will be performed on a Government installation. The normal work week for Government employees at the Space and Naval Warfare Systems Center Pacific (SPAWARSYSCEN Pacific) is Monday through Thursday 7:15 AM to 4:45 PM and Friday 7:15 AM to 3:45 PM with every other Friday a non-work day. Work at this Government installation, shall be performed by the contractor within the normal work hours at SPAWARSYSCEN Pacific unless differing hours are specified on the individual delivery/task orders. The Contractor is not required to maintain the same hours as Government employees; however, contractor employees performing work at SPAWARSYSCEN Pacific must work during the normal workweek. The following is a list of holidays observed by the Government.

<u>Name of Holiday</u>	<u>Time of Observance</u>
New Year's Day	1 January
Martin Luther King Jr. Day	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

(b) If any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the Contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

(c) If the Contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to the contract as direct cost provided such charges are consistent with the Contractor's accounting practices.

(d) This contract does not allow for payment of overtime during the normal workweek for employees who are not exempted from the Fair Labor Standards Act unless expressly authorized by the Ordering Officer. Under Federal regulations the payment of overtime is required only when an employee works more than 40 hours during a week. Therefore, during the SPAWARSYSCEN Pacific off-Friday (36 hour) week overtime will not be paid for non-exempt employees. During the work-Friday week (44 hour) the contractor is to schedule work so as not to incur overtime charges during the normal work week unless authorized in writing by the Government to do so. An example of this would be for contractor personnel to work during the hours of 7:45 AM to 4:15 PM Monday through Thursday and 7:15 AM to 3:45 PM Friday during the work-Friday week. The contractor may also elect to configure the workforce in such a way that no single employee exceeds 40 hours during a normal week even though normal SPAWARSYSCEN Pacific hours are maintained both weeks.

(e) Periodically the Government may conduct Anti-Terrorism Force Protection (AT/FP) and/or safety security exercises which may require the Contractor to adjust its work schedule and/or place of performance to accommodate execution of the exercise. The Contractor will be required to work with its Government point of contact to adjust work schedules and/or place of performance in the case of an exercise that causes disruption of normally scheduled work hours, or disruption of access to a government facility. The contract does not allow for payment of work if schedules cannot be adjusted and/or the work cannot be executed remotely (i.e., the contractor's facility or alternate non-impacted location), during an exercise when government facilities are inaccessible.

(e) SPAWAR's responsibilities under the Freedom of Information Act are not affected by this clause.

(f) The contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier that requires the furnishing of Information.

(End of clause)

5252.228-9200 LIABILITY INSURANCE--FIXED PRICE CONTRACTS (OCT 2001)

(a) The following types of insurance are required in accordance with the FAR 52.228-5 "Insurance--Work on a Government Installation" clause and shall be maintained in the minimum amounts shown:

- (1) Workers' compensation and employers' liability: minimum of \$100,000
- (2) Comprehensive general liability: \$500,000 per occurrence
- (3) Automobile liability: \$200,000 per person
\$500,000 per occurrence
\$ 20,000 per occurrence for property damage

(b) Upon notification of contract award, the contractor shall furnish to the Contracting Officer, as required by paragraph (b) of the FAR 52.228-5 "Insurance--Work on a Government Installation" clause, a certificate or written statement of insurance prior to commencement of work under this contract. The written statement of insurance must contain the following information: policy number, policyholder, carrier, amount of coverage, dates of effectiveness (i.e., performance period), and contract number. The contract number shall be cited on the certificate of insurance.

(End of clause)

5252.231-9200 REIMBURSEMENT OF TRAVEL COSTS (JAN 2006)

(a) Contractor Request and Government Approval of Travel

Any travel under this contract must be specifically requested in writing, by the contractor prior to incurring any travel costs. If this contract is a definite or indefinite delivery contract, then the written Government authorization will be by task/delivery orders issued by the Ordering Officer or by a modification to an issued task/delivery order. If this contract is not a definite or indefinite delivery contract, then the written Government authorization will be by written notice of approval from the Contracting Officer's Representative (COR). The request shall include as a minimum, the following:

- (1) Contract number
- (2) Date, time, and place of proposed travel
- (3) Purpose of travel and how it relates to the contract
- (4) Contractor's estimated cost of travel
- (5) Name(s) of individual(s) traveling and;
- (6) A breakdown of estimated travel and per diem charges.

(2) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed. Documentation must be provided to substantiate non-availability of coach or tourist if business or first class is proposed to accomplish travel requirements.

(3) When transportation by privately owned conveyance (POC) is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and is authorized in writing by the Government per paragraph (a).

(4) When transportation by privately owned (motor) vehicle (POV) is authorized, required travel of contractor personnel, that is not commuting travel, may be paid to the extent that it exceeds the normal commuting mileage of such employee. When an employee's POV is used for travel between an employee's residence or the Permanent Duty Station and one or more alternate work sites within the local area, the employee shall be paid mileage for the distance that exceeds the employee's commuting distance.

(5) When transportation by a rental automobile, other special conveyance or public conveyance is authorized, the contractor shall be paid the rental and/or hiring charge and operating expenses incurred on official business (if not included in the rental or hiring charge). When the operating expenses are included in the rental or hiring charge, there should be a record of those expenses available to submit with the receipt. Examples of such operating expenses include: hiring charge (bus, streetcar or subway fares), gasoline and oil, parking, and tunnel tolls.

(6) Definitions:

(i) "Permanent Duty Station" (PDS) is the location of the employee's permanent work assignment (i.e., the building or other place where the employee regularly reports for work).

(ii) "Privately Owned Conveyance" (POC) is any transportation mode used for the movement of persons from place to place, other than a Government conveyance or common carrier, including a conveyance loaned for a charge to, or rented at personal expense by, an employee for transportation while on travel when such rental conveyance has not been authorized/approved as a Special Conveyance.

(iii) "Privately Owned (Motor) Vehicle (POV)" is any motor vehicle (including an automobile, light truck, van or pickup truck) owned by, or on a long-term lease (12 or more months) to, an employee or that employee's dependent for the primary purpose of providing personal transportation, that:

(a) is self-propelled and licensed to travel on the public highways;

(b) is designed to carry passengers or goods; and

(c) *has four or more wheels or is a motorcycle or moped.*

(iv) "Special Conveyance" is commercially rented or hired vehicles other than a POC and other than those owned or under contract to an agency.

(v) "Public Conveyance" is local public transportation (e.g., bus, streetcar, subway, etc) or taxicab.

(iv) "Residence" is the fixed or permanent domicile of a person that can be reasonably justified as a bona fide residence.

EXAMPLE 1: Employee's one way commuting distance to regular place of work is 7 miles. Employee drives from residence to an alternate work site, a distance of 18 miles. Upon completion of work, employee returns to residence, a distance of 18 miles.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME Richard Hammersmith
 ADDRESS 53560 Hull St, San Diego, CA 92152-5001
 TELEPHONE (619) 553-4482

(End of clause)

CONTRACTOR MANPOWER REPORTING APPLICATION (CMRA)

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Space and Naval Warfare Systems Command (SPAWAR) via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2013. Contractors may direct questions to the help desk, linked at <http://www.ecmra.mil/>.

For purposes of CMRA reporting, the Federal Supply Code / Product Service Code applicable to this contract/order is D304.

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	CDRLs	16	18-NOV-2015
Attachment 1	DEDS	52	30-NOV-2015
Attachment 2	PRS	7	30-NOV-2015
Attachment 3	DD254	15	29-OCT-2015

CONTRACTOR PERFORMANCE ASSESSMENT REPORT (CPAR)
INCOMPLETE-RATED

Nonsystems

Name/Address of Contractor:

Company Name: AT&T GOVERNMENT SOLUTIONS, INC.

Division Name:

Street Address: 1900 GALLOWS RD STE 105

City: VIENNA

State/Province: VA Zip Code: 221823865

Country: USA

CAGE Code:

DUNS Number: 009683442

PSC: D304 NAICS Code: 517110

Evaluation Type: Final

Contract Percent Complete: 100

Period of Performance Being Assessed: 11/30/2016 - 11/29/2017

Contract Number: N6600116C0264 Business Sector & Sub-Sector: Nonsystems - Telecommunications

Contracting Office: SPACE AND NAVAL WARFARE SYSTEMS Contracting Officer: JEREMY SHULL Phone Number: (619) 553-4482

Location of Work:

Award Date: 12/02/2015 Effective Date: 12/01/2015

Completion Date: 11/30/2017 Estimated/Actual Completion Date: 11/29/2017

Total Dollar Value: \$7,350,544 Current Contract Dollar Value: \$3,675,961

Complexity: Medium Termination Type: None

Competition Type: Not Competed Contract Type: Firm Fixed Price

Key Subcontractors and Effort Performed:

DUNS:

Effort:

DUNS:

Effort:

DUNS:

Effort:

Project Number: N6600116C0264

Project Title:

911-RMS TECH REFRESH HI-GUAM

Contract Effort Description:

This is a performance-based services acquisition contract to provide delivery of 911 Routing and Management Service (911-RMS) to United States Navy and joint bases for the Regional Dispatch Center (RDC) in Command Navy Region Hawaii (CNRH) and Command Joint Region Marianas (CJRM).

The Government will receive 911 services to CNRH and CJRM, including emergency and non-emergency call routing, call-handling, and call management to augment 911 call-taking capabilities and failover. Note: HAWAII options were never executed.

Small Business Subcontracting:

Does this contract include a subcontracting plan? Yes

Date of last Individual Subcontracting Report (ISR) / Summary Subcontracting Report (SSR): 03/31/2016

Evaluation Areas	Past Rating	Rating
Quality:	Exceptional	Exceptional
Schedule:	Exceptional	Very Good
Cost Control:	N/A	N/A
Management:	Very Good	Exceptional
Small Business Subcontracting:	N/A	Satisfactory
Regulatory Compliance:	Satisfactory	Satisfactory
Other Areas:		
(1):		N/A

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Name: JEREMY SHULL

Title: Contract Specialist

Organization: SPAWAR SSC Pacific

Phone Number: 619-553-4467 Email Address: jeremy.shull@navy.mil

Date: 01/11/2018

Contractor Comments:

Name and Title of Contractor Representative:

Name:

Title:

Phone Number: Email Address:

Date:

Review by Reviewing Official:

Name and Title of Reviewing Official:

Name:

Title:

Organization:

Phone Number: Email Address:

Date:

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CONTRACTOR PERFORMANCE ASSESSMENT REPORT (CPAR)

Nonsystems

Name/Address of Contractor:

Company Name: AT&T GOVERNMENT SOLUTIONS, INC.

Division Name: AT&T GOVERNMENT SOLUTIONS, INC.

Street Address: 1900 GALLOWS RD STE 105

City: VIENNA

State/Province: VA Zip Code: 221823865

Country: USA

CAGE Code:

DUNS Number: 009683442

PSC: D304 NAICS Code: 517110

Evaluation Type: Interim

Contract Percent Complete: 95%

Period of Performance Being Assessed: 05/01/2016 - 04/30/2017

Contract Number: N6600114C0056 Business Sector & Sub-Sector: Nonsystems - Telecommunications

Contracting Office: SPACE AND NAVAL WARFARE SYSTEMS Contracting Officer: LYNDA F. HALL Phone Number: 619-553-5197

Location of Work:

911-Routing Management Service Sustainment for six Navy Region sites, Command Navy Regions South East (CNRSE), South West (CNRSW), North West (CNRNW), Mid-West (CNRMW), Naval District Washington DC (NDW), and Mid-Atlantic (CNRMA).

Award Date: 05/01/2014 Effective Date:

Completion Date: 05/01/2017 Estimated/Actual Completion Date: 07/03/2017

Total Dollar Value: \$10,429,395 Current Contract Dollar Value: \$10,429,395

Complexity: High Termination Type: None

Competition Type: Not Competed Contract Type: Firm Fixed Price

Key Subcontractors and Effort Performed:

DUNS:

Effort:

DUNS:

Effort:

DUNS:

Effort:

Project Number: N6600114C0056

Project Title:

911-ROUTING MANAGEMENT SERVICE (RMS) SUSTAINMENT

Contract Effort Description:

This is a performance-based services acquisition contract to provide sustainment to the United States Navy 911 Routing and Management Service (911-RMS) already deployed throughout the Continental United States (CONUS) Navy. 911 RMS Sustainment contract supports the Navy's 911 Emergency Call Dispatching Capability for Emergency Responses.

Small Business Utilization:

Does this contract include a subcontracting plan? No

Date of last Individual Subcontracting Report (ISR) / Summary Subcontracting Report (SSR): N/A

Evaluation Areas

Past Rating

Rating

Quality:

Exceptional

Exceptional

Schedule:

Very Good

Very Good

Cost Control:

Very Good

Very Good

Management:

Very Good

Satisfactory

Utilization of Small Business:

Satisfactory

Satisfactory

Regulatory Compliance:

Satisfactory

Satisfactory

Other Areas:

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Naval Air Weapons Station (NAWS) China Lake 911 Outage Diagnosis/Resolution – Government personnel at NAWS China Lake and at the Navy Region Southwest (NRSW) reported a critical 911 call outage during this reporting period. Upon notification, AT&T immediately assembled the appropriate engineering troubleshooting resources (Government and industry) to identify the exact issue and resolve it. After extensive discussions and testing, AT&T determined that its network and the 911-RMS platform were fully functional. Efforts then focused on the Local Exchange Carrier (LEC) and its infrastructure. Throughout the resolution process, NAWS and NRSW personnel were guided through problem isolation by AT&T Subject Matter Experts. Eventually the trouble was isolated within a LEC telephony switch, which was under the contractual cognizance of the Navy and not AT&T. Despite the absence of a contractual relationship with the LEC, AT&T aggressively led the resolution process with all parties which ultimately resulted in service restoration. Further, to ensure AT&T's equipment at NAWS was stable, configured, and appropriately functioning, the San Diego AT&T Program Office sent a telephony engineer to China Lake to physically ensure the integrity of same. AT&T's commitment to service exemplified AT&T's willingness to even though outside of their system boundaries was of great benefit to the Government by using their experience and knowledge to save the Government a significant amount of time to try to isolate and resolve the problem independently.

Bremerton LDC+ Site Assessment/Support – Personnel in NDW disconnected 911-RMS RDC equipment during a local construction project due to a project issue. This was done without Navy PMO and AT&T awareness, and adversely affected call routing configuration

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Navy Program Office Authority to Operate (ATO) Waiver Support – The AT&T Information Assurance Lead provided continual, ongoing assistance to the Navy Program Office in its efforts to secure an official ATO waiver for 911-RMS. AT&T engaged in regular, formal communications with the Government Certification Authority, while also providing technical diagrams and background information to the Navy Program Office throughout the entire process. Ultimately, AT&T's efforts significantly helped the Navy Program Lead in obtaining the appropriate waiver, thereby saving the Government time and money regarding an ATO maintenance requirement that is neither optimized nor appropriate for a service-based offering.

Navy Region Mid-Atlantic (NRMA) Information Assurance (IA) Integration – After the successful cutover of the NRMA Regional Dispatch Center (RDC), AT&T dedicated remote and onsite resources to integrate the RDC workstations into the overarching IA enterprise. This particular evolution was made more challenging to AT&T because the equipment had been disabled for an extended period of time in addition to various associated components having been removed by Region personnel. AT&T deployed onsite engineering professionals to ensure the NRMA equipment (and infrastructure) was configured and optimized of IA integration and scanning. AT&T subsequently coordinated remote vendor IA support, and was able to successfully include the NRMA RDC into 911-RMS IA enterprise post-cutover.

SCHEDULE: The contractor successfully met their sustainment schedules for (5) Navy regions, NRSE, NRNW, NRSW, NDW, and Navy Region Mid-Atlantic (NRMA). The contractor provided weekly progress reports, action items updates, punch lists updates, and continues to collaborate with the SPAWAR team to address and resolve all trouble tickets within each of these regions. The contractor maintains an active trouble ticket listing and processes tickets in a logical and timely manner. Weekly updates are provided to the government. Tickets are upgraded to higher levels of engineering review as necessary and the contractor provides additional assets, when necessary, to resolve tickets. The contractor also provided detailed accomplishments, milestone, achieved critical path items, travel, and anticipated work. The schedule for IA tasking was challenged by the unforeseen ACAS issue discussed in CDRL A044 below.

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CDRL A001: Schedules were delivered before the 15th of every month and on time.

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CDRL A007: As-Built Drawings CDRL is "as required". This CDRL applies to new as-builts for NDW's re-installed configuration, currently outside of the POP for this evaluation.

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Hiring and dispatch practices, along with strategic location of personnel, have reduced the overall travel requirements, and continuous remote monitoring of systems and quick resolution of problems have reduced the need for sending technicians onsite, both resulting in the reduced use of travel funds.

Resource leveling - AT&T adhered to sound management principles in striving to efficiently use and save contract funding. Because AT&T has a geographically dispersed workforce, it was able to provide on-site support to all Navy installations either through local dispatch technicians or, program office personnel when conditions warranted. AT&T was able to provide ongoing sustainment support in CONUS, even though it was also required to complete assessment and deployment activities simultaneously in Guam. In order to accomplish this support, meticulous planning was involved, including coordinating all activities, as necessary, with the Government, subcontractors, and third party vendors.

MANAGEMENT: The contractor routinely provided efficient, high-level technical expertise to support the contract. Additionally, AT&T retained knowledgeable subcontractors whose qualifications met or exceeded the government's years of experience requirement. The Prime contractor and subcontractors contributed competent work and were instrumental in overcoming challenges, especially those associated with Navy Base Communication Telephony and Emergency Management personnel. The management team is responsive and always available for discussions/meetings. They responded to all inquiries and action items immediately. AT&T has definitely managed their technicians and Subject Matter Experts to provide full resolution of reported service issues, most notably associated with NDW and NRMA.

UTILIZATION OF SMALL BUSINESS: AT&T submitted and the Government accepted a Commercial Plan.

REGULATORY COMPLIANCE: There are no known instances of non-compliance with terms and conditions of the contract relating to applicable regulations and codes.

RECOMMENDATION:

Given what I know today about the contractor's ability to perform in accordance with this contract or order's most significant requirements, I would recommend them for similar requirements in the future.

Name and Title of Assessing Official:

Name: JEREMY SHULL
Title: Contract Specialist
Organization: SPAWAR SSC Pacific
Phone Number: 619-553-4467 Email Address: jeremy.shull@navy.mil
Date: 06/05/2017

Contractor Comments:

ADDITIONAL/OTHER: Contractor agrees with the ratings assigned.

CONCURRENCE: I concur with this evaluation.

Name and Title of Contractor Representative:

Name: KIU POWER
Title: Sr. Contracts Manager
Phone Number: 703-462-4157 Email Address: kiu.power@att.com
Date: 06/08/2017

Review by Reviewing Official:

Review by Reviewing Official not required.

Name and Title of Reviewing Official:

Name:
Title:
Organization:
Phone Number: Email Address:
Date:

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Solacom Quote: 190401-02-TM_V02



02, 2019

E000009455

Customer: AT&T

Guam

Solacom Techn
80 Jean-Proulx
Gatineau QC J
Canada

Site: AT&T

PO Box 66795
St. Louis MO 63166
USA

Phone:

(819) 205-8100

Fax:

Detail: 14 Position Redundant Guardian System
AT&T is responsible for any wiring & FXO gateways

Prepared By	Terms	Quote Date	Expiration Date	Salesperson	Customer Cur
tmontgomery	Net 60 Days	Apr 02, 2019	Jul 01, 2019	TP	US Dollars

Central Equipment

Line	Item	Quantity	List Price	Unit Price	
1	S-CE-v2				
	Guardian Central Equipment				
	P-CABINET-42U	42U Cabinet Kit with Sides	1.00	\$3,372.00	\$2,360.00
	P-KVM 8 PORT	KVM (Keyboard, Video, Mouse) Switch 8 Port	1.00	\$1,812.00	\$1,268.00
	P-IQ500	IQ500 Chassis Kit	2.00	\$4,132.00	\$2,892.00
	P-LDVOIP	Low Density 128 Port VOIP Card	2.00	\$14,179.00	\$9,925.00
	P-ENH ADMIN-R-GA-5YS+	Administrative Server	1.00	\$5,642.00	\$3,950.00
	<i>Includes 5 year Support</i>				
	P-STD APP-RA-5YS+	Application Server	1.00	\$5,579.00	\$3,905.00
	<i>Includes 5 year Support</i>				
	P-STD APP-RB-5YS+	Application Server	1.00	\$5,579.00	\$3,905.00
	<i>Includes 5 year Support</i>				
	P-BET-M66-12	Building Entrance Terminal 12 circuits	1.00	\$415.00	\$291.00
	P-ESK-RED-C	Switch Kit Redundant System Cisco	1.00	\$4,957.00	\$3,470.00
	P-FORTIFw-HA	High Availability fortinet Firewall	1.00	\$1,878.00	\$1,315.00
	P-IP_SERIAL-8P	8-Ports Serial to 100BT Converter	1.00	\$1,388.00	\$972.00
	P-ENH MIS-5YS+	Enhanced MIS Server	1.00	\$6,619.00	\$4,633.00
	<i>Includes 5 year Support</i>				
	SL-MIS G/C_SVR	MIS Base for Guardian Controller	1.00	\$2,473.00	\$1,731.00
	SL-GUARDSOFTLIC AT&T-FT	Guardian Controller License	1.00	\$21,297.00	\$13,843.00
	<i>Fault-Tolerant</i>				
	P-M1K-T1-KIT	Mediant 1000 T1 Kit with Dual Power	2.00	\$5,428.00	\$3,800.00
	<i>Includes Mediant 1000 chassis, Single module containing single T1 span, Dual AC power supply</i>				
	P-GISSYNCSR	GIS Sync server	1.00	\$2,350.00	\$1,645.00
	<i>Includes 5 years Support</i>				
	P-OR-ASC-HA	SBC Net-Net ASC High Availability	1.00	\$9,269.00	\$6,488.00
	SL-OR-ASC-25	+25 Session License Net-Net ASC	2.00	\$256.00	\$179.00

Line 1 price

Line	Item	Quantity	List Price	Unit Price	
2	S-PSAPv4				
	PSAP & Accessories				
	P-SUP POS-5YS+	Superior Position PC	10.00	\$2,664.00	\$1,865.00
	<i>Includes 5 year Support</i>				

Line	Item	Quantity	Price	Price
7	ShippingFee	Shipping and Handling Charges	1.00	\$1.00 \$7,000.00

Please send PO to POSolacom@solacom.com
Only bolded lines should appear on the PO.

Sale Amount: _____

Total Amount: _____

Options

Item	Quantity	List Price	Unit Price
Central Equipment			
P-UPS-RM-1500-PC	Rackmount 1500VA UPS + Power Conditioner	2.00	2,600.00 1,820.00
PSAP 1			
P-UPS-TW-900	900VA UPS for Guardian Workstation	10.00	203.13 142.00
Upgrade			
SL-ECRFLINKLIC-FT	ECRF Link License (Redundant)	1.00	22,500.00 14,625.00
<i>License per redundant LoST link</i>			
SL-LISLINKLIC-FT	LIS Link license - Redundant	1.00	22,500.00 14,625.00
<i>License per redundant HeLD link</i>			
Text-from-911			
P-SMS GTW 1port	Text-from-911 (SMS) Gateway - 1 Port	2.00	1,387.75 971.00
<i>Customer to provide GSM SIM card per gateway port</i>			
SL-TextOut	Text-from-911 Guardian Base License	1.00	1,090.00 709.00
SL-TextOut-POS	Text-from-911 Guardian Position License	14.00	250.00 163.00
Warranty/Maintenance- Year 4			
MT-OR-ASC-HA	SBC Net-Net ASC HA Maint - Year 4	1.00	544.50 544.50
MT-OR-ASC-25	+25 Session Lic Net-Net ASC Maint Year 4	2.00	31.77 31.77
MT-MAPSTDPOS	Map Software Support / Position - Year 4	14.00	502.00 502.00
<i>For Guardian Mapping Standard Solution</i>			
MT-MAPSYNCPOS	Map Sync Software Support Per Pos Year 4	14.00	24.00 24.00
<i>For Guardian Mapping Sync Solution Software</i>			
MT-HSGUARD-04	Guardian Hardware Support - Year 4	1.00	0.00 3,045.57
MT-SSGUARD-01	Position Software Support - Year 4	14.00	1,300.00 1,300.00
Warranty/Maintenance- Year 5			
MT-OR-ASC-HA	SBC Net-Net ASC HA Maint - Year 5	1.00	544.50 544.50
MT-OR-ASC-25	+25 Session Lic Net-Net ASC Maint Year 5	2.00	31.77 31.77
MT-MAPSTDPOS	Map Software Support / Position - Year 5	14.00	502.00 502.00
<i>For Guardian Mapping Standard Solution</i>			
MT-MAPSYNCPOS	Map Sync Software Support Per Pos Year 5	14.00	24.00 24.00
<i>For Guardian Mapping Sync Solution Software</i>			
MT-HSGUARD-05	Guardian Hardware Support - Year 5	1.00	0.00 3,197.85
MT-SSGUARD-01	Position Software Support - Year 5	14.00	1,300.00 1,300.00

Terms and conditions



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Extended Price

\$2,360.00

\$1,268.00

\$5,784.00

\$19,850.00

\$3,950.00

\$3,905.00

\$3,905.00

\$291.00

\$3,470.00

\$1,315.00

\$972.00

\$4,633.00

\$1,731.00

\$13,843.00

\$7,600.00

\$1,645.00

\$6,488.00

\$358.00

\$83,368.00

Extended Price

\$18,650.00

Price

\$7,000.00



\$391,222.09

\$391,222.09

**Extended
Price**

3,640.00

1,420.00

14,625.00

14,625.00



1,942.00

709.00

2,282.00

544.50

63.54

7,028.00

336.00

3,045.57

18,200.00

544.50

63.54

7,028.00

336.00

3,197.85

18,200.00



Solacom Quote: 190402-04-TM_V01



02, 2019

E000009457

Customer: AT&T

Guam

Solacom Techn
80 Jean-Proulx
Gatineau QC J
Canada

Site: AT&T

PO Box 66795
St. Louis MO 63166
USA

Phone:

(819) 205-8100

Fax:

Detail: HG Recorder Option

Prepared By	Terms	Quote Date	Expiration Date	Salesperson	Customer Cur
tmontgomery	Net 60 Days	Apr 02, 2019	Jul 01, 2019	TP	US Dollars

MIS/Recorder

Line	Item	Quantity	List Price	Unit Price
1	S-Upgrade-v4 RECORDER			
	Upgrade / Add on for Core System Recorder	1.00		\$17,125.11

Price Includes:

- 1 x HG4U - 3.5 GHz Quad-Core E5-1620 processor, 32GB RAM, 1 TB RAID1, W2016
- 1 x Core Components (USB Sound & Backup CD)
- 1 x Hardware Accessories (Keyboard, Monitor, Mouse & Speakers)
- 1 x 7' CAT 6 Patch Cable
- 1 x NG Capture911 Core Software
- 14 x NG Capture911 Channel license.
- 14 x VoIP Per Port Interface
- 1 x Replicate 32 Ports To Remote Server
- 1 x Solacom SIP Recording Interface with MIS
- 1 x Remote Installation Support
- 1 x Web-Based Training and Remote Project Management

Warranty/Maintenance

Line	Item	Quantity	List Price	Unit Price
2	S-MAINTENANCE-V3			
	MT-REC-01 Recorder Annual Maintenance - Year 1 MT77 - 24/7 - Software / Hardware (Remote / Exchange)	1.00		\$1,097.32
	MT-REC-01 Recorder Annual Maintenance - Year 2 MT77 - 24/7 - Software / Hardware (Remote / Exchange)	1.00		\$2,468.97
	MT-REC-01 Recorder Annual Maintenance - Year 3 MT77 - 24/7 - Software / Hardware (Remote / Exchange)	1.00		\$2,592.42

Line 2 price

Shipping

Line	Item	Quantity	List Price	Unit Price
3	ShippingFee			
	Shipping and Handling Charges	1.00	\$1.00	\$600.00

Please send PO to POSolacom@solacom.com

Only bolded lines should appear on the PO.

Sale Amount: _____



23,883.82

Extended
Price

2,767.19

2,722.04

2,858.14



ation will





at&t

AT&T ACCOUNT TEAM:
 Sales Name Contact Info
 Jeff Cushman 619-917-6568

911 RMS & Call Handling

Date:
 Company Name
 Site
 Local Dispatch Centers Served
 Call Taking Positions Served

5/11/2015
 United States Navy
 CJRM - Regional Summary

SYSTEM ENGINEERING:
 SE Name Contact Info
 Robert Russo 951-500-2130

CJRM - Commander Joint Region Marianas						
Proposed Solution						
ESInet and Call Handling 911-RMS						
Item	Description	QTY	NRC	MRC	Extended NRC	Extended MRC
911ERS	Network Based NextGen Emergency Routing Service	114	\$ 100.00	\$ 10.00	\$ 11,400.00	\$ 1,140.00
911STR	Service Translation Routing Services	0	\$ 1,000.00	\$ 500.00	\$ -	\$ -
911ERSN	Integrated Emergency Response Service, agent services	18	\$ 12,962.00	\$ 149.00	\$ 233,316.00	\$ 2,682.00
911MNG	Managed Net Gateway Service	48	\$ 126.75	\$ 39.00	\$ 6,084.00	\$ 1,872.00
911TERM	Local Line Svc per line	0	\$ -	\$ 13.65	\$ -	\$ -
911TERMT1	Local Line Termination up to 4 lines	2	\$ 2,535.00	\$ 23.40	\$ 5,070.00	\$ 46.80
911TERMT2	Local Line Addl Termination 4 lines (5 max)	10	\$ 542.10	\$ 4.88	\$ 5,421.00	\$ 48.80
911MRSIP	Managed NextGen 9-1-1 IP PSAP Network Termination Service	8	\$ 390.00	\$ 422.18	\$ 3,120.00	\$ 3,377.44
911MRSL1	Managed NextGen 9-1-1 Legacy PSAP Router Service, initial	0	\$ 390.00	\$ 445.58	\$ -	\$ -
911MRSL2	Managed NextGen 9-1-1 Legacy PSAP Router Service, additional	0	\$ -	\$ 39.00	\$ -	\$ -
911MDS	Media Delivery Service	18	\$ -	\$ 22.00	\$ -	\$ 396.00
911CMR	Call Metrics Reporting, initial instance per agency.	1	\$ 195.00	\$ 277.88	\$ 195.00	\$ 277.88
911CMRA	Call Metrics Reporting, each additional instance.	2	\$ 97.50	\$ 29.25	\$ 195.00	\$ 58.50
911CDF	Call Display Function, initial instance per agency.	0	\$ 195.00	\$ 419.25	\$ -	\$ -
911CDFA	Call Display Function, each additional instance.	0	\$ 97.50	\$ 29.25	\$ -	\$ -
911ERS10	Emergency Response Service, basic, up to 10 positions	1	\$ 5,655.00	\$ 19.50	\$ 5,655.00	\$ 19.50
911ERS20	Emergency Response Service, basic, up to 20 positions	1	\$ 7,507.50	\$ 29.25	\$ 7,507.50	\$ 29.25
911ERSA10	Incremental Emergency Response, basic agency services, up to 10 additional positions	0	\$ 2,730.00	\$ 14.63	\$ -	\$ -
911ERSA20	Incremental Emergency Response, basic agency services up to 20 additional positions	0	\$ 4,485.00	\$ 24.38	\$ -	\$ -
911ERSW	Independent Emergency Response Service, agent services	0	\$ 15,138.83	\$ 185.25	\$ -	\$ -
911ERSE	Emergency Response Service, Enhanced Call Taking Services.	0	\$ 560.63	\$ 19.50	\$ -	\$ -
911ERSG	Emergency Response Service, graphic location interface	0	\$ 277.88	\$ 126.75	\$ -	\$ -
911ERST	Emergency Response Service, supplemental telephony interface	0	\$ 609.38	\$ 58.50	\$ -	\$ -
911NCCNE	NCCNE	1	\$ 750,000.00	\$ 10,000.00	\$ 750,000.00	\$ 10,000.00

CJRM - Commander Joint Region Marianas

Proposed Solution

ESInet and Call Handling 911-RMS

Item	Description	QTY	NRC	MRC	Extended NRC	Extended MRC
AT&T GSI	AT&T GSI	Hours	Rate	Extended	NRC	MRC
AT&T GSI	Program Manager	600	\$ 202.96		\$ 121,776.00	\$ -
AT&T GSI	Project Manager	1880	\$ 171.74		\$ 322,871.20	\$ -
AT&T GSI	IA Manager	0	\$ 131.69		\$ -	\$ -
AT&T GSI	IA Technician II	0	\$ 102.26		\$ -	\$ -
AT&T GSI	Service Executive	0	\$ 129.52		\$ -	\$ -
AT&T GSI	Telephony Expert	1880	\$ 115.92		\$ 217,929.60	\$ -
AT&T GSI	Telephony Expert I	1880	\$ 129.52		\$ 243,497.60	\$ -
AT&T GSI	Telephony Expert I	1880	\$ 129.52		\$ 243,497.60	\$ -
AT&T GSI	Technical Expert	1880	\$ 136.35		\$ 256,338.00	\$ -
AT&T GSI	Technical Expert	0	\$ 136.35		\$ -	\$ -
AT&T GSI	Project Control	940	\$ 88.63		\$ 83,312.20	\$ -
SUBTOTAL		10940			\$ 1,489,222.20	\$ -

Project - Level of Effort: \$ 2,757,990.06 \$ 25,871.17

Bandwidth Connectivity - No Confirmation of Network Availability on Island

Item	Description				NRC	MRC
WAN/Esnet	Navy Region Marianas - RDC				\$ 98,746.91	\$ 29,540.85
WAN/Esnet	Navy Region Marianas - LDC's				\$ 6,666.60	\$ 2,539.72
SUBTOTAL					\$105,413.51	\$32,080.57

Bandwidth added - SUMMARY: \$2,863,403.57 \$57,951.74

Travel

Travel	Install, Training, Support				\$ -	
SUBTOTAL					\$ -	

Travel added - SUMMARY: \$ 2,863,403.57 \$57,951.74

Annual 911 RMS Services	\$ 695,420.86
Installation and Level of Effort	\$2,863,403.57
Travel	\$ -
Grand Total One Year:	\$ 3,558,824.42

RedSky



Date:
Sales Rep:

Customer:
Created for:

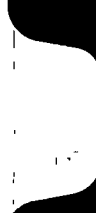
The Leader in E911 Solutions

Quantity	Description	One Time Cost
	One time set up fees including Project Management, Training, Testing, Hardware,	
1	Shipping	\$ 250,000.00
40,000	Monthly recurring service fee* based upon 40,000 TN assumption	\$ -

* Requires five year commitment

Sustainment Costs Year Four	Sustainment Costs Year Five
--------------------------------	--------------------------------

\$ -	\$ -
\$ 960,000.00	\$ 960,000.00
<hr/>	
\$ 960,000.00	\$ 960,000.00



COMPLETE THIS SECTION

COMPLETE THIS SECTION ON DELIVERY

Items 1, 2, and 3.
 Your name and address on the reverse
 that we can return the card to you.
 Attach this card to the back of the mailpiece,
 or on the front if space permits.

1. Article Addressed to:
 Isla Pacific telecommunicatio
 ns Inc.
 P.O. box 10838,
 Tamuning, GU 96931



9590 9402 6015 0069 3382 69

2. Article
 7020 1810 0000 9748 9930

A. Signature
 X *Barbara Linhart* Agent
 Addressee
 B. Received by (Printed Name) *Barbara Linhart* C. Date of Delivery *7-12-22*

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
- Adult Signature
 - Adult Signature Restricted Delivery
 - Certified Mail®
 - Certified Mail Restricted Delivery
 - Collect on Delivery
 - Collect on Delivery Restricted Delivery
 - Priority Mail Express®
 - Registered Mail™
 - Registered Mail Restricted Delivery
 - Return Receipt for Merchandise
 - Signature Confirmation™
 - Signature Confirmation Restricted Delivery



GUAM FIRE DEPARTMENT
DIPATTAMENTON GUAFI GUAHAN
*Professionalism * Respect * Integrity * Dedication * Empathy*



Lourdes A. Leon Guerrero
Governor – Maga'håga

Daniel C. Stone
Maga'låhi Guafi

Joshua F. Tenorio
Lieutenant Governor – Sigundo Maga'låhi

Joey C. San Nicolas
Sigundo Maga'låhi

NOTICE OF AWARD

TO: Tyto Government Solutions, Inc. (formerly AT&T Government Solutions, Inc.)
ADDRESS: 1650 Hotel Circle North, Suite 100, San Diego, CA 92108 (e-mailed to:
todd.wilson@gotyto.com)
FROM: Procurement Officer
DATE: July 9, 2021
SUBJECT: Notice of Award for RFP No. GFD-001-2019 re: Procurement of *Next
Generation 911 System and Computer Aided Dispatch System (NG9-1-1
System)*

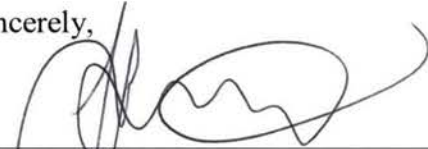
Dear Mr. Todd Wilson:

This Notice of Award is issued in regard to the subject Request for Proposals (RFP), issued by the Guam Fire Department (GFD) for RFP No. GFD-001-2019 re: Procurement of *Next Generation 911 System and Computer Aided Dispatch System (NG9-1-1 System)* (RFP). GFD has evaluated the proposals received using the evaluation criteria identified in the RFP, conducted negotiations, and is hereby announcing its award to the following Offeror:

- Tyto Government Solutions, Inc. (formerly AT&T Government Solutions, Inc. (GSI))

This award is conditioned upon the successful execution and final approval of the contract by all parties required by Guam law. This notice does not constitute the formation of a contract between GFD and the successful Offeror. The successful Offeror shall not acquire any legal or equitable rights relative to the contract services until a contract containing terms and conditions acceptable to the government of Guam is executed. GFD further reserves the right to cancel this Notice of Award at any time prior to the execution of a written contract in accordance with the provisions of the Guam Procurement Law and any other applicable laws or regulations.

Sincerely,



Joey C. San Nicolas
Acting Fire Chief
Guam Fire Department



GUAM FIRE DEPARTMENT
DIPATTAMENTON GUAFI GUAHAN
*Professionalism * Respect * Integrity * Dedication * Empathy*



Lourdes A. Leon Guerrero
Governor – Maga'håga

Daniel C. Stone
Maga'låhi Guafi

Joshua F. Tenorio
Lieutenant Governor – Sigundo Maga'låhi

Joey C. San Nicolas
Sigundo Maga'låhi

NOTICE OF AWARD

TO: Isla Pacific Telecommunications Inc.
ADDRESS: P.O. Box 10838, Tamuning, Guam 96931 (e-mailed to:
jlimtiaco@pacificunlimitedguam.com)
FROM: Procurement Officer
DATE: July 9, 2021
SUBJECT: Notice of Award for RFP No. GFD-001-2019 re: Procurement of *Next Generation 911 System and Computer Aided Dispatch System (NG9-1-1 System)*


Dear Mr. John Limtiaco:

This Notice of Award is issued in regard to the subject Request for Proposals (RFP), issued by the Guam Fire Department (GFD) for RFP No. GFD-001-2019 re: Procurement of *Next Generation 911 System and Computer Aided Dispatch System (NG9-1-1 System)* (RFP). GFD has evaluated the proposals received using the evaluation criteria identified in the RFP, conducted negotiations, and is hereby announcing its award to the following Offeror:

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Sincerely,



Joey C. San Nicolas
Acting Fire Chief
Guam Fire Department



GUAM FIRE DEPARTMENT
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*Professionalism * Respect * Integrity * Dedication * Empathy*



Lourdes A. Leon Guerrero
Governor – Maga'håga

Daniel C. Stone
Maga'låhi Guafi

Joshua F. Tenorio
Lieutenant Governor – Sigundo Maga'låhi

Joey C. San Nicolas
Sigundo Maga'låhi

NOTICE OF AWARD

TO: Central Square Technologies
ADDRESS: 1000 Business Center Drive, Lake Mary, FL 32746 (e-mailed to:
paul.wilson@centralsquare.com)
FROM: Procurement Officer
DATE: July 9, 2021
SUBJECT: Notice of Award for RFP No. GFD-001-2019 re: Procurement of *Next Generation 911 System and Computer Aided Dispatch System (NG9-1-1 System)*

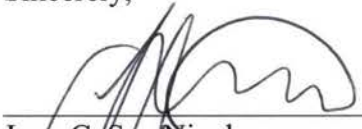
Dear Mr. Paul Wilson:

This Notice of Award is issued in regard to the subject Request for Proposals (RFP), issued by the Guam Fire Department (GFD) for RFP No. GFD-001-2019 re: Procurement of *Next Generation 911 System and Computer Aided Dispatch System (NG9-1-1 System)* (RFP). GFD has evaluated the proposals received using the evaluation criteria identified in the RFP, conducted negotiations, and is hereby announcing its award to the following Offeror:

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Sincerely,



Joey C. San Nicolas
Acting Fire Chief
Guam Fire Department

Notice of Award RFP GFD 001-2019

paul.rolinski

Fri 7/9/2021 11:13

To: paul.wilson@centralsquare.com <paul.wilson@centralsquare.com>;

📎 1 attachment

Notice Of Award Central Square.pdf;

Hafa Adai, please find attached notice of award for RFP GFD 001-2019.

Paul S. Rolinski

Emergency Medical Dispatcher Supervisor

COMMT- Certified

Communications/MIS/IT

Guam Fire Dept

671-642-3321 (Office)

671-787-5470 (Personal)

paul.rolinski@gfd.guam.gov

[gfd.guam.gov]gfd.guam.gov

*"you're reading this Congratulations, you're alive" – Chad Sugg, **Monsters Under Your Head***

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Notice of Award RFP GFD 001-2019

paul.rolinski

Fri 7/9/2021 11:14

To: jlimtiaco@pacificunlimitedguam.com <jlimtiaco@pacificunlimitedguam.com>;

📎 1 attachment

Notice Of Award (Isla Pacific).pdf;

Hafa Adai, please find attached notice of award for RFP GFD 001-2019.

Paul S. Rolinski

Emergency Medical Dispatcher Supervisor

COMMT- Certified

Communications/MIS/IT

Guam Fire Dept

671-642-3321 (Office)

671-787-5470 (Personal)

paul.rolinski@gfd.guam.gov

[gfd.guam.gov]gfd.guam.gov

"you're reading this Congratulations, you're alive"— **Chad Sugg, Monsters Under Your Head**

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Notice of Award

paul.rolinski

Fri 7/9/2021 11:15

To: Wilson, Todd <TODD.WILSON@gotyto.com>;

📎 1 attachment

Notice Of Award (Tyto).pdf;

Hafa Adai, please find attached notice of award for RFP GFD 001-2019.

Paul S. Rolinski

Emergency Medical Dispatcher Supervisor

COMMT- Certified

Communications/MIS/IT

Guam Fire Dept

671-642-3321 (Office)

671-787-5470 (Personal)

paul.rolinski@gfd.guam.gov

[gfd.guam.gov]gfd.guam.gov

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San Diego, CA 92108

Certified Mail Fee	\$3.60
Extra Services & Fees (check box, add fee as appropriate)	\$2.85
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
Total Postage and Fees	\$7.00

0102
06

Postmark
Here

07/09/2021

Sent To *Tyfo Government Solutions, Inc.*
Street and Apt. No., or PO Box No. *1650 Hotel Circle North, Ste. 100*
City, State, ZIP+4® *SAN Diego, CA 92108*

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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U.S. Postal Service™
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Lake Mary, FL 32746

Certified Mail Fee	\$3.60
Extra Services & Fees (check box, add fee as appropriate)	\$2.85
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
Total Postage and Fees	\$7.00

0102
06

Postmark
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07/09/2021

Sent To *CENTRAL SQUARE TECHNOLOGIES*
Street and Apt. No., or PO Box No. *1000 Business Center Drive*
City, State, ZIP+4® *LAKE MARY, FL 32746*

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7020 1810 0000 9748 9930

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Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Tamuning, GU 96931

Certified Mail Fee	\$3.60
Extra Services & Fees (check box, add fee as appropriate)	\$2.85
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
Total Postage and Fees	\$7.00

0102
06

Postmark
Here

07/09/2021

Sent To *Isia Pacific Telecommunications Inc.*
Street and Apt. No., or PO Box No. *P.O. Box 10838*
City, State, ZIP+4® *Tamuning, GU 96931*

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions





Paul S Rolinski <paul.rolinski@gfd.guam.gov>

GFD RFP #--001-2019

2 messages

Paul S Rolinski <paul.rolinski@gfd.guam.gov>
To: Janet Aguon <Janet.Aguon@itehq.net>

Fri, Feb 22, 2019 at 11:58 AM

Thank you for your interest in RFP #GFD-001-2019. GFD respectfully declines your request for an extension of the Proposal submission deadline of March 1, 2019.

Paul Rolinski
**E-911 Emergency Medical Dispatcher Supervisor/
M.I.S - I.T./Radio Communications Officer**
Guam Fire Department
Contact: 787-5470

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Janet Aguon <Janet.Aguon@itehq.net>
To: Paul S Rolinski <paul.rolinski@gfd.guam.gov>
Cc: Julian Cooper-Nurse <Julian.Coopernurse@itehq.net>, Leonard Ofeciar <Leonard.Ofeciar@itehq.net>

Fri, Feb 22, 2019 at 12:46 PM

Hello Paul,

Thank you for your response.

My Best Regards,

Janet

Janet T. Aguon
Manager
Enterprise Sales
T: (671) 922-4427



Paul S Rolinski <paul.rolinski@gfd.guam.gov>

GFD RFP #001-2019

8 messages

Paul S Rolinski <paul.rolinski@gfd.guam.gov>

Tue, Feb 5, 2019 at 3:15 PM

To: Janet Aguon <janet.aguon@itehq.net>

Thank you for your interest in RFP #GFD-001-2019. January 25, 2019 was not the deadline to obtain the RFP. January 25, 2019 was the deadline for prospective Offerors to submit questions. At this time, you have missed the deadline to submit questions concerning the content of the RFP.

However, you may still register to receive the RFP and submit a Proposal. If you would like to register, please respond to this e-mail and submit the full name of the company/Offeror, the name of company's/Offeror's contact person for the RFP, telephone number, mailing address and e-mail address for registration. Upon registration, you will be sent an electronic copy of RFP #GFD-001-2019, a copy of the Questions and Answers submitted for this RFP, and a copy of RFP Amendment No. 001. Amendment No. 001 was issued by GFD amending the provisions of RFP #GFD-001-2019; replacing Section VI, Affidavit re: No Gratuities or Kickbacks (AG Form 004) on page 88 of the RFP with a new, corrected Section VI, (Amended) Affidavit re: No Gratuities or Kickbacks (AG Form 004). If you decide to register and submit a Proposal, please use this corrected form for your Proposal submission.

Sincerely,

Paul Rolinski
**E-911 Emergency Medical Dispatcher Supervisor/
M.I.S - I.T./Radio Communications Officer**
Guam Fire Department
Contact: 787-5470

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Janet Aguon <Janet.Aguon@itehq.net>

Tue, Feb 5, 2019 at 5:37 PM

To: Paul S Rolinski <paul.rolinski@gfd.guam.gov>

Cc: Julian Cooper-Nurse <Julian.Coopernurse@itehq.net>, Leonard Ofeciar <Leonard.Ofeciar@itehq.net>

Hello Mr. Rolinski,




I appreciate your response. Please see required information below for registration and copy of RFP.

Paul Rolinski
**E-911 Emergency Medical Dispatcher Supervisor/
M.I.S - I.T./Radio Communications Officer**
Guam Fire Department
Contact: 787-5470

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[Quoted text hidden]

3 attachments

-  **RFP GFD-001-2019 Amendment No. 001 (AG Form 004).pdf**
53K
-  **RFP GFD-001-2019_ Questions and Answers.pdf**
122K
-  **GFD NG911 RFP.pdf**
790K

Janet Aguon <Janet.Aguon@itehq.net>
To: Paul S Rolinski <paul.rolinski@gfd.guam.gov>

Thu, Feb 7, 2019 at 9:24 AM

Good morning Paul,

Thank you so much. I will review with our team for submission.

My Best Regards,

Janet



Janet T. Aguon
Manager
Enterprise Sales
T: (671) 922-4427
C: (671) 987-9821

E: janet.aguon@itehq.net

C: (671) 987-9821

E: janet.aguon@itehq.net

www.ite.net



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From: Paul S Rolinski [mailto:paul.rolinski@gfd.guam.gov]

Sent: Thursday, February 7, 2019 7:42 AM

[Quoted text hidden]

[Quoted text hidden]

Paul S Rolinski <paul.rolinski@gfd.guam.gov>

To: Jessica Toft <jtoft@guamag.org>

Fri, Feb 22, 2019 at 9:17 AM

Got this as well. Sorry I missed your call yesterday. Was prepping for this storm. You can call me now if you like!!

Paul Rolinski
**E-911 Emergency Medical Dispatcher Supervisor/
M.I.S - I.T./Radio Communications Officer**
Guam Fire Department
Contact: 787-5470

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[Quoted text hidden]

Janet Aguon <Janet.Aguon@itehq.net>

To: Paul S Rolinski <paul.rolinski@gfd.guam.gov>

Cc: Leonard Ofeciar <Leonard.Ofeciar@itehq.net>, Julian Cooper-Nurse <Julian.Coopernurse@itehq.net>

Fri, Feb 22, 2019 at 9:30 AM



Paul S Rolinski <paul.rolinski@gfd.guam.gov>

GFD RFP #--001-2019

1 message

Paul S Rolinski <paul.rolinski@gfd.guam.gov>
To: Janet Aguon <Janet.Aguon@itehq.net>

Fri, Feb 22, 2019 at 11:58 AM

Thank you for your interest in RFP #GFD-001-2019. GFD respectfully declines your request for an extension of the Proposal submission deadline of March 1, 2019.

Paul Rolinski
**E-911 Emergency Medical Dispatcher Supervisor/
M.I.S - I.T./Radio Communications Officer**
Guam Fire Department
Contact: 787-5470

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Paul S Rolinski <paul.rolinski@gfd.guam.gov>

NG-9-1-1 Data Preparedness

Fioranelli, Drew <Drew.Fioranelli@mbakerintl.com>
To: "paul.rolinski@gfd.guam.gov" <paul.rolinski@gfd.guam.gov>
Cc: "Granlund, Luke" <Luke.Granlund@mbakerintl.com>

Wed, Feb 20, 2019 at 11:25 PM

Good morning Mr. Rolinski,

I was forwarded your NG9-1-1 RFP in hopes that my organization might have something to offer Guam according to the terms of the RFP. Unfortunately, as the RFP is written, I do not think we can help with the integrated CAD system, but I noticed you there was no mention of GIS data or data readiness in your RFP. If you do not mind, I'd like to reach out and connect with you to talk about GIS data and some of the services (some Free) that we provide at Michael Baker International's DATAMARK team in helping organizations prepare their data for NG9-1-1 integration. If you are available this week, I'd like to schedule a phone conversation to learn more about the efforts in Guam and what we may be able to do to assist.

Thank you for your time,

Drew Fioranelli | Public Safety GIS Expert | Michael Baker International
1306 Concourse Drive, Suite 500 | Linthicum, MD 21090 | [M] 540.661.9307
drew.fioranelli@mbakerintl.com | <http://www.datamarkgis.com/>



We Make a Difference

Connect with us:

Datamark-Beyond-the-98.pdf
1261K



Paul S Rolinski <paul.rolinski@gfd.guam.gov>

GFD RFP #001-2019

1 message

Paul S Rolinski <paul.rolinski@gfd.guam.gov>
To: Drew.Fioranelli@mbakerintl.com

Fri, Feb 22, 2019 at 12:01 PM

Thank you for your interest, but The GFD is declining your offer.

Paul Rolinski
**E-911 Emergency Medical Dispatcher Supervisor/
M.I.S - I.T./Radio Communications Officer**
Guam Fire Department
Contact: 787-5470

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Paul S Rolinski <paul.rolinski@gfd.guam.gov>

GFD RFP# 001-2019

1 message

Paul S Rolinski <paul.rolinski@gfd.guam.gov>
To: Darold@nga911.com




Wed, Feb 13, 2019 at 7:52 AM

Hi and Thank You for your interest in our RFP. Attach you will find a copy of the RFP, Amendment No. 001 Letter, and the Questions and Answers letter as well in PDF format.

Paul Rolinski
**E-911 Emergency Medical Dispatcher Supervisor/
M.I.S - I.T./Radio Communications Officer**
Guam Fire Department
Contact: 787-5470

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3 attachments

-  **RFP GFD-001-2019_ Questions and Answers.pdf**
122K
-  **RFP GFD-001-2019 Amendment No. 001 (AG Form 004).pdf**
53K
-  **GFD NG911 RFP.pdf**
790K



Paul S Rolinski <paul.rolinski@gfd.guam.gov>

GFD RFP 001-2019

4 messages

Paul S Rolinski <paul.rolinski@gfd.guam.gov>
To: jlintiaco@pacificunlimitedguam.com

Fri, Feb 8, 2019 at 3:47 PM

Thank you for your interest in RFP #GFD-001-2019. January 18, 2019 was not the deadline to obtain the RFP. January 18, 2019 was the deadline for prospective Offerors to obtain a hard copy of the RFP. But at this time, you have missed the deadline to submit questions concerning the content of the RFP, which expired on January 25, 2019.

You may still register to receive an electronic copy of the RFP and submit a Proposal. If you would like to register, please respond to this e-mail and submit the full name of the company/Offeror, the name of company's/Offeror's contact person for the RFP, telephone number, mailing address and e-mail address for registration. Upon registration, you will be sent an electronic copy of RFP #GFD-001-2019, a copy of the Questions and Answers submitted for this RFP, and a copy of RFP Amendment No. 001. Amendment No. 001 was issued by GFD amending the provisions of RFP #GFD-001-2019; replacing Section VI, Affidavit re: No Gratuities or Kickbacks (AG Form 004) on page 88 of the RFP with a new, corrected Section VI, (Amended) Affidavit re: No Gratuities or Kickbacks (AG Form 004). If you decide to register and submit a Proposal, please use this corrected form for your Proposal submission.

Sincerely,

Paul Rolinski
**E-911 Emergency Medical Dispatcher Supervisor/
M.I.S - I.T./Radio Communications Officer**
Guam Fire Department
Contact: 787-5470

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John Lintiaco <jlintiaco@pacificunlimitedguam.com>
To: Paul S Rolinski <paul.rolinski@gfd.guam.gov>

Fri, Feb 8, 2019 at 6:17 PM

Dear Mr. Rolinski,

Thank you for clarifying this deadline and that we are still able to register as an interested vendor. We understand that we are late to submit any questions and the Q&A that have been addressed will be provided to us upon registration along with all amendments. Please see below information to register our company.

Isla Pacific Telecommunications, Inc.



Paul S Rolinski <paul.rolinski@gfd.guam.gov>

GFD RFP #001-2019

3 messages

Paul S Rolinski <paul.rolinski@gfd.guam.gov>
To: Janet Aguon <janet.aguon@itehq.net>

Tue, Feb 5, 2019 at 3:15 PM

Thank you for your interest in RFP #GFD-001-2019. January 25, 2019 was not the deadline to obtain the RFP. January 25, 2019 was the deadline for prospective Offerors to submit questions. At this time, you have missed the deadline to submit questions concerning the content of the RFP.

However, you may still register to receive the RFP and submit a Proposal. If you would like to register, please respond to this e-mail and submit the full name of the company/Offeror, the name of company's/Offeror's contact person for the RFP, telephone number, mailing address and e-mail address for registration. Upon registration, you will be sent an electronic copy of RFP #GFD-001-2019, a copy of the Questions and Answers submitted for this RFP, and a copy of RFP Amendment No. 001. Amendment No. 001 was issued by GFD amending the provisions of RFP #GFD-001-2019; replacing Section VI, Affidavit re: No Gratuities or Kickbacks (AG Form 004) on page 88 of the RFP with a new, corrected Section VI, (Amended) Affidavit re: No Gratuities or Kickbacks (AG Form 004). If you decide to register and submit a Proposal, please use this corrected form for your Proposal submission.

Sincerely,

Paul Rolinski
**E-911 Emergency Medical Dispatcher Supervisor/
M.I.S - I.T./Radio Communications Officer**
Guam Fire Department
Contact: 787-5470

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Janet Aguon <Janet.Aguon@itehq.net>

Tue, Feb 5, 2019 at 5:37 PM

To: Paul S Rolinski <paul.rolinski@gfd.guam.gov>

Cc: Julian Cooper-Nurse <Julian.Coopernurse@itehq.net>, Leonard Ofeciar <Leonard.Ofeciar@itehq.net>

Hello Mr. Rolinski,

I appreciate your response. Please see required information below for registration and copy of RFP.

From: Paul S Rolinski [mailto:paul.rolinski@gfd.guam.gov]
Sent: Tuesday, February 5, 2019 3:15 PM
To: Janet Aguon <Janet.Aguon@itehq.net>
Subject: GFD RFP #001-2019

[Quoted text hidden]

Paul S Rolinski <paul.rolinski@gfd.guam.gov>
To: Janet Aguon <Janet.Aguon@itehq.net>

Thu, Feb 7, 2019 at 7:42 AM

Hi and Thank You for your interest in our RFP. Attach you will find a copy of the RFP, Amendment No. 001 Letter, and the Questions and Answers letter as well in PDF format.


Paul Rolinski
**E-911 Emergency Medical Dispatcher Supervisor/
M.I.S - I.T./Radio Communications Officer**
Guam Fire Department
Contact: 787-5470


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[Quoted text hidden]

3 attachments

 **RFP GFD-001-2019 Amendment No. 001 (AG Form 004).pdf**
53K

 **RFP GFD-001-2019_ Questions and Answers.pdf**
122K

 **GFD NG911 RFP.pdf**
790K



Paul S Rolinski <paul.rolinski@gfd.guam.gov>

GFD-001-2019

6 messages

Janet Aguon <Janet.Aguon@itehq.net>
To: "paul.rolinski@gfd.guam.gov" <paul.rolinski@gfd.guam.gov>

Mon, Feb 4, 2019 at 10:27 AM

Hello Paul,

On the bid document is notes January 25 as last date to obtain RFP. I was able to obtain a copy on line. Will IT&E be allowed to participate to meet the March deadline?

Thank you for your consideration.

My Best Regards,

Janet



Janet T. Aguon
Manager
Enterprise Sales
T: (671) 922-4427
C: (671) 987-9821

E: janet.aguon@itehq.net

www.ite.net

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DIPATTAMENTON GUAFI GUAHAN
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Lourdes A. Leon Guerrero
Governor

Joey C. San Nicolas
Deputy Fire Chief

Joshua F. Tenorio
Lt. Governor

DETERMINATION REGARDING POSSIBLE OUTSIDE COMMUNICATION

MEMORANDUM

TO: Procurement Record
FROM: Procurement Officer
DATE: January 18, 2019
RE: RFP No. GFD-001-2019 re: Procurement of Professional Services for the Design, Installation, Operation, and Maintenance of a Next Generation 9-1-1 System and Integrated CAD System
SUBJECT: Determination Regarding Possible Outside Communication

STATEMENT OF FINDINGS:

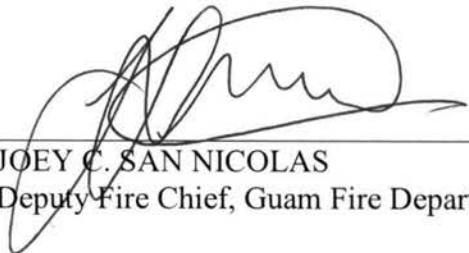
1. This Determination Regarding Possible Outside Communication is issued pursuant to 5 GCA § 5249(a) and (b). 5 GCA § 5249(a) and (b) require all procuring agencies to keep a record indicating the date, time, subject matter, and names of participant at any meeting that includes government employees regarding the procurement. Additionally, the record shall contain a log of all communications between government employees and any member of the public, potential bidder, vendor or manufacturer that is related to the procurement.

3. On January 11, 2019, the Guam Fire Department (GFD) received information from Haig Huynh, a government employee outside of GFD, that either he or a staff member within his office may have engaged in a communication with a member of the public or representative of a potential vendor, Robert Kelley, regarding RFP No. GFD-001-2019. This alleged communication occurred outside of the presence of any GFD employee, and outside of the presence of the single point of contact for the RFP. GFD does not have information concerning the content, time, date, and/or location of the alleged possible communication.

5. Haig Huynh is not an employee of GFD, and is not subject to GFD's oversight or authority. Haig Huynh has not personally or substantially participated in this matter; and he has no official responsibility for this procurement, as he is not involved in the procurement process for RFP No. GFD-001-2019. Further, Haig Huynh will have no direct or indirect participation in the determination to award any contract pursuant to RFP No. GFD-001-2019.

4. It is in GFD's best interest to continue with the procurement of the professional services in RFP No. GFD-001-2019. GFD has no information concerning the extent or content of the aforementioned alleged communication. This possible communication occurred without the knowledge or consent of GFD, and was not authorized by GFD. GFD finds that this possible outside communication will have no effect on GFD's decision, approval, disapproval, recommendation, or preparation of any part of this solicitation or the award of any contract pursuant to this solicitation; nor has the possible communication influenced the content of any specification or procurement standard or any other administrative function of GFD in relation to this procurement.

In order to document this possible outside communication to the best of GFD's ability in accordance with 5 GCA § 5249(a) and (b), I have caused this information and Determination to be placed within the Procurement Record for solicitation RFP No. GFD-001-2019.



JOEY C. SAN NICOLAS
Deputy Fire Chief, Guam Fire Department



Paul S Rolinski <paul.rolinski@gfd.guam.gov>

Request for Proposals (RFP) GFD-001-2019

Wilson, Todd A <tw9324@att.com>
To: Paul S Rolinski <paul.rolinski@gfd.guam.gov>
Cc: "Kennedy, Michael E" <mk4241@att.com>

Sat, Jan 19, 2019 at 3:13 AM

Mr. Rolinski,

Thanks very much for forwarding the RFP and including our company as an Interested Offeror.

I have attached a list of questions from our engineering team regarding several details included in the solicitation. Please let me know if you need any further explanation about our queries. Thanks very much. TW

Todd Wilson

Associate Director, Program Management

AT&T Government Solutions, Inc.

1650 Hotel Circle North, Suite 100

San Diego, CA 92108

619-209-4606 (office)

619-203-4823 (cell)

619-683-3917 (fax)

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From: Paul S Rolinski [mailto:paul.rolinski@gfd.guam.gov]**Sent:** Monday, January 14, 2019 2:05 PM**To:** Wilson, Todd A <tw9324@att.com>**Subject:** Re: FW: Request for Proposals (RFP) GFD-001-2019

[Quoted text hidden]

 Questions on the Guam FD RFP.docx
22K



Paul S Rolinski <paul.rolinski@gfd.guam.gov>

Request for Proposals (RFP #GFD-001-2019)

3 messages

Tyler Thompson <tthompson@geo-comm.com>
To: "paul.rolinski@gfd.guam.gov" <paul.rolinski@gfd.guam.gov>

Tue, Jan 15, 2019 at 9:12 AM

Hello Mr. Rolinski-

I would like to request a copy of the subject RFP.

I will also prepare and submit a list of questions for your review and response.

Thank you for your assistance,

Ty

Ty Thompson | Strategic Account Executive

Geo-Comm, Inc. | www.geo-comm.com

601 W. Saint Germain St., St. Cloud, MN 56301

Office: (320) 281-2557 or Cell (719) 510-1649

Twitter: [@tthompson911](https://twitter.com/tthompson911)

GEQCOMM

Paul S Rolinski <paul.rolinski@gfd.guam.gov>
To: Tyler Thompson <tthompson@geo-comm.com>


Tue, Jan 15, 2019 at 1:31 PM

Hi and Thank You for your interest in our RFP. Attach you will find a copy of the RFP in PDF format.

Paul Rolinski
**E-911 Emergency Medical Dispatcher Supervisor/
M.I.S - I.T./Radio Communications Officer**
Guam Fire Department
Contact: 787-5470

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[Quoted text hidden]

 **GFD NG911 RFP.pdf**
790K

Tyler Thompson <tthompson@geo-comm.com>
To: Paul S Rolinski <paul.rolinski@gfd.guam.gov>

Tue, Jan 15, 2019 at 1:50 PM

Thank you sir!

Ty

Get [Outlook for iOS](#)

From: Paul S Rolinski <paul.rolinski@gfd.guam.gov>
Sent: Monday, January 14, 2019 8:31 PM
To: Tyler Thompson
Subject: Re: Request for Proposals (RFP #GFD-001-2019)

[Quoted text hidden]

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[Quoted text hidden]



GFD NG911 RFP.pdf
790K



Paul S Rolinski <paul.rolinski@gfd.guam.gov>

(no subject)

1 message


Paul S Rolinski <paul.rolinski@gfd.guam.gov>
To: paul.wilson@centralsquare.com

Tue, Jan 15, 2019 at 1:34 PM

Hi and Thank You for your interest in our RFP. Attach you will find a copy of the RFP in PDF format.

Paul Rolinski
**E-911 Emergency Medical Dispatcher Supervisor/
M.I.S - I.T./Radio Communications Officer**
Guam Fire Department
Contact: 787-5470

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 **GFD NG911 RFP.pdf**
790K



Paul S Rolinski <paul.rolinski@gfd.guam.gov>

Request for Proposals (RFP) GFD-001-2019

21 messages

Paul S Rolinski <paul.rolinski@gfd.guam.gov> Fri, Jan 11, 2019 at 9:02 AM
 To: Robert Kelley <rkelley@guamtech.com>, Jeff Winbourne <JWinbourne@w-llc.com>, "Dirks, Randy" <Randy.Dirks@tylertech.com>, Robert Croft <robertc@e9.com>, Vincent Munoz <vince.munoz@nextgensys.com>, Gerry Gervais <gerry.gervais@emergensys.net>, Ryan Wineteer <Ryan.Wineteer@hamiltontel.com>, Tony Parrott <tparrott@solacom.com>, pdeandrea@fedeng.com, zusproposalcenter@zetron.com, Bob Kramer <BKramer@avtecinc.com>, Tommy Thompson <tthompson@microautomation.com>, jazmin.merriweather@tritech.com, Keri Mallozzi <kmallozzi@cushingsystems.us>, John Mantanona <jsm@pdsguam.com>, Chamran Kian-CPD230 <Kian.Chamran@motorolasolutions.com>, Cameron DiVito <cameron.divito@intellitechcorp.com>, "Eleonor B.U. Lujan-Toves" <elujan-toves@docomopacific.com>

Hi my name is Paul Rolinski and I am with the Guam Fire Department. I am contacting you as a potential interested offeror for our re-issued Request for Proposals for a new Professional Services for the Design, Installation, Operation, and Maintenance of a Next Generation 9-1-1 System and Integrated Computer Aided Dispatch System contract. If you are interested, please send me an email request for a copy of the RFP. Your company name, business address, point of contact and phone is required to receive a copy of the RFP. We also have hard copies located at our GFD Headquarters located at Suite 1001 DNA Building Archbishop Flores Street in the Hagatna. Deadline to pick up an RFP is January 18, 2019 at 4:00 pm CST. Thank you for your interest in this matter.

Paul Rolinski
 E-911 Emergency Medical Dispatcher Supervisor/
 M.I.S - I.T./Radio Communications Officer
 Guam Fire Department
 Contact: 787-5470

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Robert Croft <robertc@e9.com> Fri, Jan 11, 2019 at 9:01 AM
 To: paul.rolinski@gfd.guam.gov

I am currently out of the office, we will have very limited connectivity, I will be checking email as available, but may not be able to respond in a timely manner. You can also contact Mike Perkins at mikep@e9.com or 662-393-2046 ext 107.

postmaster@fedeng.com <postmaster@fedeng.com> Fri, Jan 11, 2019 at 9:01 AM
 To: paul.rolinski@gfd.guam.gov



Your message to pdeandrea@fedeng.com couldn't be delivered.

[pdeandrea](mailto:pdeandrea@fedeng.com) wasn't found at fedeng.com.

paul.rolinski Action Required	Office 365	pdeandrea Recipient
Unknown To address		

How to Fix It

The address may be misspelled or may not exist. Try one or more of the following:

- Send the message again following these steps: In Outlook, open this non-delivery report (NDR) and choose **Send Again** from the Report ribbon. In Outlook on the web, select this NDR, then select the link **"To send this message again, click here."** Then delete



Paul S Rolinski <paul.rolinski@gfd.guam.gov>

Request for Proposals (RFP #GFD-001-2019)

2 messages

Tyler Thompson <tthompson@geo-comm.com>
To: "paul.rolinski@gfd.guam.gov" <paul.rolinski@gfd.guam.gov>

Tue, Jan 15, 2019 at 9:12 AM

Hello Mr. Rolinski-

I would like to request a copy of the subject RFP.

I will also prepare and submit a list of questions for your review and response.

Thank you for your assistance,

Ty

Ty Thompson | Strategic Account Executive

Geo-Comm, Inc. | www.geo-comm.com

601 W. Saint Germain St., St. Cloud, MN 56301

Office: (320) 281-2557 or Cell (719) 510-1649

Twitter: @tthompson911

GEQCOMM

Paul S Rolinski <paul.rolinski@gfd.guam.gov>
To: Tyler Thompson <tthompson@geo-comm.com>

Tue, Jan 15, 2019 at 1:31 PM

Hi and Thank You for your interest in our RFP. Attach you will find a copy of the RFP in PDF format.

Paul Rolinski
**E-911 Emergency Medical Dispatcher Supervisor/
M.I.S - I.T./Radio Communications Officer**
Guam Fire Department
Contact: 787-5470

Error Details

Reported error: 550 5.1.10 RESOLVER.ADR.RecipientNotFound; Recipient pdeandrea@fedeng.com not found by SMTP address lookup

DSN generated by: SN6PR05MB5840.namprd05.prod.outlook.com

Message Hops

HOP	TIME (UTC)	FROM	TO	WITH	RELAY TIME
1	1/10/2019 11:01:47 PM		mail-ot1-f42.google.com	SMTP	*
2	1/10/2019 11:01:47 PM	mail-ot1-f42.google.com	SN1NAM04FT055.mail.protection.outlook.com	Microsoft SMTP Server (version=TLS1_2, cipher=TLS_ECDHE_RSA_WITH_AES_256_CBC_SHA)	*
3	1/10/2019 11:01:48 PM	SN1NAM04FT055.eop-NAM04.prod.protection.outlook.com	DM6PR05CA0008.outlook.office365.com	Microsoft SMTP Server (version=TLS1_2, cipher=TLS_ECDHE_RSA_WITH_AES_256_CBC_SHA384)	1 sec
4	1/10/2019 11:01:48 PM	DM6PR05CA0008.namprd05.prod.outlook.com	BN7PR05MB5827.namprd05.prod.outlook.com	Microsoft SMTP Server (version=TLS1_2, cipher=TLS_ECDHE_RSA_WITH_AES_256_GCM_SHA384)	*
5	1/10/2019 11:01:49 PM	NAM04-CO1-obe.outbound.protection.outlook.com	CO1NAM04FT055.mail.protection.outlook.com	Microsoft SMTP Server (version=TLS1_2, cipher=TLS_ECDHE_RSA_WITH_AES_256_CBC_SHA384)	1 sec
6	1/10/2019 11:01:50 PM	CO1NAM04FT055.eop-NAM04.prod.protection.outlook.com	SN4PR0501CA0088.outlook.office365.com	Microsoft SMTP Server (version=TLS1_2, cipher=TLS_ECDHE_RSA_WITH_AES_256_CBC_SHA384)	1 sec
7	1/10/2019 11:01:50 PM	SN4PR0501CA0088.namprd05.prod.outlook.com	SN6PR05MB5840.namprd05.prod.outlook.com	Microsoft SMTP Server (version=TLS1_2, cipher=TLS_ECDHE_RSA_WITH_AES_256_GCM_SHA384)	*

Original Message Headers

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Authentication-Results: spf=none (sender IP is 104.47.45.55) smtp.mailfrom=gfd.guam.gov; fedeng.com; dkim=pass (signature was verified) header.d=gfd-guam.gov.20150623.gappssmtp.com;fedeng.com; dmarc=none action=none header.from=gfd.guam.gov;

Received-SPF: None (protection.outlook.com: gfd.guam.gov does not designate permitted sender hosts)

Received: from NAM04-CO1-obe.outbound.protection.outlook.com (104.47.45.55) by CO1NAM04FT055.mail.protection.outlook.com (10.152.91.17) with Microsoft SMTP Server (version=TLS1_2, cipher=TLS_ECDHE_RSA_WITH_AES_256_CBC_SHA384) id 15.20.1471.13 via Frontend Transport; Thu, 10 Jan 2019 23:01:49 +0000

Received: from DM6PR05CA0008.namprd05.prod.outlook.com (2603:10b6:5:f8::21) by BN7PR05MB5827.namprd05.prod.outlook.com (2603:10b6:408:3f::26) with Microsoft SMTP Server (version=TLS1_2, cipher=TLS_ECDHE_RSA_WITH_AES_256_GCM_SHA384) id 15.20.1537.10; Thu, 10 Jan 2019 23:01:48 +0000

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Authentication-Results-Original: spf=none (sender IP is 209.85.210.42) smtp.mailfrom=gfd.guam.gov; fedeng.com; dkim=pass (signature was verified) header.d=gfd-guam.gov.20150623.gappssmtp.com;fedeng.com; dmarc=none action=none header.from=gfd.guam.gov;compauth=pass-reason=106

Received-SPF: None (protection.outlook.com: gfd.guam.gov does not designate permitted sender hosts)

Received: from mail-ot1-f42.google.com (209.85.210.42) by SN1NAM04FT055.mail.protection.outlook.com (10.152.89.20) with Microsoft SMTP Server (version=TLS1_2, cipher=TLS_ECDHE_RSA_WITH_AES_256_CBC_SHA) id

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Final-Recipient: rfc822;pdeandrea@fedeng.com

Action: failed

Status: 5.1.10

Diagnostic-Code: smtp;550 5.1.10 RESOLVER.ADR.RecipientNotFound; Recipient pdeandrea@fedeng.com not found by SMTP address lookup

----- Forwarded message -----

From: Paul S Rolinski <paul.rolinski@gfd.guam.gov>

To: Robert Kelley <rkelley@guamtech.com>, Jeff Winbourne <JWinbourne@w-llc.com>, "Dirks, Randy" <Randy.Dirks@tylertech.com>, Robert Croft <robertc@e9.com>, Vincent Munoz <vince.munoz@nextgensys.com>, Gerry Gervais <gerry.gervais@emergensys.net>, Ryan Wineteer <Ryan.Wineteer@hamiltontel.com>, Tony Parrott <tparrott@solacom.com>, pdeandrea@fedeng.com, zusproposalcenter@zetron.com, Bob Kramer <BKramer@avtecinc.com>, Tommy Thompson <tthompson@microautomation.com>, jazmin.merriweather@tritech.com, Keri Mallozzi <kmallozzi@cushingsystems.us>, John Mantanona <jsm@pdsuam.com>, Chamran Kian-CPD230 <Kian.Chamran@motorolasolutions.com>, Cameron DiVito <cameron.divito@intellitechcorp.com>, "Eleonor B.U. Lujan-Toves" <elujan-toves@docomopacific.com>

Cc:

Bcc:

Date: Fri, 11 Jan 2019 09:02:31 +1000

Subject: Request for Proposals (RFP) GFD-001-2019

Hi my name is Paul Rolinski and I am with the Guam Fire Department. I am contacting you as a potential interested offeror for our re-issued Request for Proposals for a new Professional Services for the Design, Installation, Operation, and Maintenance of a Next Generation 9-1-1 System and Integrated Computer Aided Dispatch System contract. If you are interested, please send me an email request for a copy of the RFP. Your company name, business address, point of contact and phone is required to receive a copy of the RFP. We also have hard copies located at our GFD Headquarters located at

Fri, Jan 11, 2019 at 9:34 AM

robertc <robertc@e9.com>

To: Paul S Rolinski <paul.rolinski@gfd.guam.gov>

Paul,
What CAD did you pick?

Robert

Sent from my Verizon Samsung Galaxy smartphone

----- Original message -----

From: Paul S Rolinski <paul.rolinski@gfd.guam.gov>

Date: 1/10/19 4:02 PM (GMT-07:00)

To: Robert Kelley <rkelly@guamtech.com>, Jeff Winbourne <JWinbourne@w-llc.com>, "Dirks, Randy" <Randy.Dirks@tylertech.com>, Robert Croft <robertc@e9.com>, Vincent Munoz <vince.munoz@nextgensys.com>, Gerry Gervais <gerry.gervais@emergensys.net>, Ryan Wineteer <Ryan.Wineteer@hamiltontel.com>, Tony Parrott <tparrott@solacom.com>, pdeandrea@fedeng.com, zusproposalcenter@zetron.com, Bob Kramer <BKramer@avtecinc.com>, Tommy Thompson <tthompson@microautomation.com>, jazmin.merriweather@tritech.com, Keri Mallozzi <kmallozzi@cushingsystems.us>, John Mantanona <jsm@pdsguam.com>, Chamran Kian-CPD230 <Kian.Chamran@motorolasolutions.com>, Cameron DiVito <cameron.divito@intellitechcorp.com>, "Eleonor B.U. Lujan-Toves" <elujan-toves@docomopacific.com>

Subject: Request for Proposals (RFP) GFD-001-2019

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Paul Rolinski
**E-911 Emergency Medical Dispatcher Supervisor/
M.I.S - I.T./Radio Communications Officer**
Guam Fire Department
Contact: 787-5470

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Paul S Rolinski <paul.rolinski@gfd.guam.gov>

To: Jessica Toft <jtoft@guamag.org>

Fri, Jan 11, 2019 at 1:52 PM

Just received this question

Paul Rolinski
**E-911 Emergency Medical Dispatcher Supervisor/
M.I.S - I.T./Radio Communications Officer**
Guam Fire Department
Contact: 787-5470

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----- Forwarded message -----

From: **robertc** <robertc@e9.com>

Date: Fri, Jan 11, 2019 at 9:35 AM

Subject: Re: Request for Proposals (RFP) GFD-001-2019

To: Paul S Rolinski <paul.rolinski@gfd.guam.gov>

Paul,
What CAD did you pick?

Robert

prohibited. If you received this transmission in error, please notify us immediately by e-mail or telephone to arrange for the return of this email and any files to us or to verify it has been deleted from your system.

From: Paul S Rolinski <paul.rolinski@gfd.guam.gov>
Sent: Friday, January 11, 2019 1:53 PM
To: Jessica Toft <jtoft@guamag.org>
Subject: Fwd: Request for Proposals (RFP) GFD-001-2019

Just received this question

Paul Rolinski

E-911 Emergency Medical Dispatcher Supervisor/

M.I.S - I.T./Radio Communications Officer

Guam Fire Department

Contact: 787-5470

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----- Forwarded message -----

From: robertc <robertc@e9.com>
Date: Fri, Jan 11, 2019 at 9:35 AM
Subject: Re: Request for Proposals (RFP) GFD-001-2019
To: Paul S Rolinski <paul.rolinski@gfd.guam.gov>

Paul,

What CAD did you pick?

Robert

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Paul S Rolinski <paul.rolinski@gfd.guam.gov>

Date: 1/10/19 4:02 PM (GMT-07:00)

To: Robert Kelley <rkelley@guamtech.com>, Jeff Winbourne <JWinbourne@w-llc.com>, "Dirks, Randy" <Randy.Dirks@tylertech.com>, Robert Croft <robertc@e9.com>, Vincent Munoz <vince.munoz@nextgensys.com>, Gerry Gervais <gerry.gervais@emergensys.net>, Ryan Wineteer <Ryan.Wineteer@hamillontel.com>, Tony Parrott <tparrott@solacom.com>, pdeandrea@fedeng.com, zusproposalcenter@zetron.com, Bob Kramer <BKramer@avtecinc.com>, Tommy Thompson <tthompson@microautomation.com>, jazmin.merriweather@tritech.com, Keri Mallozzi <kmallozzi@qushingsystems.us>, John Mantanoha <jsm@pdsuam.com>, Chamran Kian-CPD230 <Kian.Chamran@motorolasolutions.com>, Cameron DiVito <cameron.divito@intellitechcorp.com>, "Eleonor B.U. Lujan-Toves" <elujan-toves@docomopacific.com>

Subject: Request for Proposals (RFP) GFD-001-2019

590 S. Marine Corps Drive, Suite 802

Tamuning, Guam 96913

Tel: 475-3324 ext. 3033

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From: Paul S Rolinski <paul.rolinski@gfd.guam.gov>
Sent: Friday, January 11, 2019 1:53 PM
To: Jessica Toft <jtoft@guamag.org>
Subject: Fwd: Request for Proposals (RFP) GFD-001-2019

Just received this question

Paul Rolinski
*E-911 Emergency Medical Dispatcher Supervisor/
M.I.S - I.T./Radio Communications Officer*
Guam Fire Department
Contact: 787-5470

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----- Forwarded message -----
From: robertc <robertc@e9.com>
Date: Fri, Jan 11, 2019 at 9:35 AM
Subject: Re: Request for Proposals (RFP) GFD-001-2019
To: Paul S Rolinski <paul.rolinski@gfd.guam.gov>

Paul,
What CAD did you pick?

Robert

Sent from my Verizon Samsung Galaxy smartphone

----- Original message -----
From: Paul S Rolinski <paul.rolinski@gfd.guam.gov>

1/15/2019

Guam Fire Department Mail - Request for Proposals (RFP) GFD-001-2019

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From: Paul S Rolinski <paul.rolinski@gfd.guam.gov>
Sent: Friday, January 11, 2019 2:14 PM
To: Jessica Toft <jtoft@guamag.org>
Subject: Re: Request for Proposals (RFP) GFD-001-2019

No Maam

Paul Rolinski

E-911 Emergency Medical Dispatcher Supervisor/

M.I.S - I.T./Radio Communications Officer

Guam Fire Department

Contact: 787-5470

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On Fri, Jan 11, 2019 at 2:03 PM Jessica Toft <jtoft@guamag.org> wrote:

Hey Paul,

Almost unbelievable. Did this person request an RFP packet yet?

Jessica Toft

Assistant Attorney General



Office of the Attorney General

Solicitor Division

590 S. Marine Corps Drive, Suite 802

Tamuning, Guam 96913

Tel: 475-3324 ext. 3033

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Hi my name is Paul Rolinski and I am with the Guam Fire Department. I am contacting you as a potential interested offeror for our re-issued Request for Proposals for a new Professional Services for the Design, Installation, Operation, and Maintenance of a Next Generation 9-1-1 System and Integrated Computer Aided Dispatch System contract. If you are interested, please send me an email request for a copy of the RFP. Your company name, business address, point of contact and phone is required to receive a copy of the RFP. We also have hard copies located at our GFD Headquarters located at Suite 1001 DNA Building Archbishop Flores Street in the Hagatna. Deadline to pick up an RFP is January 18, 2019 at 4:00 pm CST. Thank you for you to this matter.

Paul Rolinski

E-911 Emergency Medical Dispatcher Supervisor/

M.I.S - I.T./Radio Communications Officer

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Jeff Winbourne <JWinbourne@w-llc.com>

Fri, Jan 11, 2019 at 6:40 PM

To: Paul S Rolinski <paul.rolinski@gfd.guam.gov>

Paul,

Thank you for the message. I am interested in receiving a copy of the RFP.

Here is the information you requested.

Winbourne Consulting, LLC

1621 North Kent Street, Suite 704 Arlington, VA 22209 USA

POC: Jeff Winbourne

+1 703 582-3604

jwinbourne@w-llc.com

Jeff

Best regards,

Jeffrey P. Winbourne

Winbourne Consulting, LLC

1621 North Kent Street, Suite 704

Arlington, VA 22209

www.winbourneconsulting.com

Telephone (o) + 1 703 584-5350 ext 101

Telephone (m) + 1 703 582-3604

Facsimile + 1 703 935-1147

5870 Trinity Parkway, Suite 600, Centreville, VA 20120



Thanks so much!

Tommy

From: Paul S Rolinski <paul.rolinski@gfd.guam.gov>

Sent: Thursday, January 10, 2019 6:03 PM

To: Robert Kelley <rkelley@guamtech.com>; Jeff Winbourne <JWinbourne@w-llc.com>; Dirks, Randy <Randy.Dirks@tylertech.com>; Robert Croft <robertc@e9.com>; Vincent Munoz <vince.munoz@nextgensys.com>; Gerry Gervais <gerry.gervais@emergensys.net>; Ryan Wineteer <Ryan.Wineteer@hamiltontel.com>; Tony Parrott <tparrott@solacom.com>; pdeandrea@fedeng.com; zusproposalcenter@zetron.com; Bob Kramer <BKramer@avtecinc.com>; Tommy Thompson <tthompson@microautomation.com>; jazmin.merriweather@tritech.com; Keri Mallozzi <kmallozzi@cushingsystems.us>; John Mantanona <jsm@pdsguam.com>; Chamran Kian-CPD230 <Kian.Chamran@motorolasolutions.com>; Cameron DiVito <cameron.divito@intellitechcorp.com>; Eleonor B.U. Lujan-Toves <elujan-toves@docomopacific.com>

Subject: Request for Proposals (RFP) GFD-001-2019

Hi my name is Paul Rolinski and I am with the Guam Fire Department. I am contacting you as a potential interested offeror for our re-issued Request for Proposals for a new Professional Services for the Design, Installation, Operation, and Maintenance of a Next Generation 9-1-1 System and Integrated Computer Aided Dispatch System contract. If you are interested, please send me an email request for a copy of the RFP. Your company name, business address, point of contact and phone is required to receive a copy of the RFP. We also have hard copies located at our GFD Headquarters located at Suite 1001 DNA Building Archbishop Flores Street in the Hagatna. Deadline to pick up an RFP is January 18, 2019 at 4:00 pm CST. Thank you for you to this matter.

Paul Rolinski

E-911 Emergency Medical Dispatcher Supervisor/

M.I.S - I.T./Radio Communications Officer

Guam Fire Department

Contact: 787-5470

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Gerry Gervais <gerry.gervais@emergensys.net>

Sat, Jan 12, 2019 at 12:45 AM

To: Paul S Rolinski <paul.rolinski@gfd.guam.gov>

Hello Mr. Rolinski,

On behalf of Emergensys Solutions Inc, I would like to request a copy of your RFP.

Emergensys Solutions Inc.

400 Jean-Lesage Blvd

Suite 120

Québec (Qc), Canada, G1K 8W1

www.emergensys.net

POC : Gerry Gervais

Business Development Associate

Paul Rolinski
**E-911 Emergency Medical Dispatcher Supervisor/
M.I.S - I.T./Radio Communications Officer**
Guam Fire Department
Contact: 787-5470

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Winbourne Consulting, LLC

1621 North Kent Street, Suite 704 Arlington, VA 22209 USA

POC: Jeff Winbourne

+1 703 582-3604

jwinbourne@w-llc.com

Jeff

Best regards,

Jeffrey P. Winbourne

Winbourne Consulting, LLC

1621 North Kent Street, Suite 704

Arlington, VA 22209

www.winbourneconsulting.com

Telephone (o) + 1 703 584-5350 ext 101

Telephone (m) + 1 703 582-3604

Facsimile + 1 703 935-1147

Email: jwinbourne@w-llc.com

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From: Paul S Rolinski <paul.rolinski@gfd.guam.gov>

Sent: Thursday, January 10, 2019 6:03 PM

To: Robert Kelley <rkelly@guamtech.com>; Jeff Winbourne <JWinbourne@w-llc.com>; Dirks, Randy <Randy.Dirks@tylertech.com>; Robert Croft <robertc@e9.com>; Vincent Munoz <vince.munoz@nextgensys.com>; Gerry Gervais <gerry.gervais@emergensys.net>;

1/15/2019

Guam Fire Department Mail - Request for Proposals (RFP) GFD-001-2019

POC: Jeff Winbourne

+1 703 582-3604

jwinbourne@w-llc.com

Jeff

Best regards,

Jeffrey P. Winbourne

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Subject: Request for Proposals (RFP) GFD-001-2019

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Paul Rolinski


E-911 Emergency Medical Dispatcher Supervisor/

M.I.S - I.T./Radio Communications Officer

Guam Fire Department

Contact: 787-5470

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790K

Paul S Rolinski <paul.rolinski@gfd.guam.gov>
To: Gerry Gervais <gerry.gervais@emergensys.net>

Mon, Jan 14, 2019 at 7:59 AM

Hi and Thank You for your interest in our RFP. Attach you will find a copy of the RFP in PDF format.

Paul Rolinski
E-911 Emergency Medical Dispatcher Supervisor/
M.I.S - I.T./Radio Communications Officer
Guam Fire Department
Contact: 787-5470

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On Sat, Jan 12, 2019 at 12:45 AM Gerry Gervais <gerry.gervais@emergensys.net> wrote:

Hello Mr. Rolinski,

On behalf of Emergensys Solutions Inc, I would like to request a copy of your RFP.

Emergensys Solutions Inc.

400 Jean-Lesage blvd

Suite 120

Québec (Qc), Canada, G1K 8W1

www.emergensys.net

POC : Gerry Gervais

RFP received, thank you.



AVIS DE CONFIDENTIALITE

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From: Paul S Rolinski <paul.rolinski@gfd.guam.gov>
Sent: January 13, 2019 5:00 PM
To: Gerry Gervais <gerry.gervais@emergensys.net>
Subject: Re: Request for Proposals (RFP) GFD-001-2019

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Paul Rolinski
E-911 Emergency Medical Dispatcher Supervisor/
M.I.S - I.T./Radio Communications Officer
Guam Fire Department
Contact: 787-5470

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Emergensys Solutions Inc.

400 Jean-Lesage blvd

Suite 120

Québec (Qc), Canada, G1K 8W1

www.emergensys.net

I am requesting that you include Solacom technologies to receive a copy of your upcoming RFP for this project. I will be the point of contact, my contact information and address are below.

Regards,

Tony Parrott

VP Sales

Solacom Technologies, Inc.

2635 Washington Mill Rd.

Bellbrook Ohio, 45305

Mobile: 937-609-1911

Email: tparrott@solacom.com

From: Paul S Rolinski <paul.rolinski@gfd.guam.gov>

Sent: Thursday, January 10, 2019 6:03 PM

To: Robert Kelley <rkelley@guamtech.com>; Jeff Winbourne <JWinbourne@w-llc.com>; Dirks, Randy <Randy.Dirks@tylertech.com>; Robert Croft <robertc@e9.com>; Vincent Munoz <vince.munoz@nextgensys.com>; Gerry Gervais <gerry.gervais@emergensys.net>; Ryan Wineteer <Ryan.Wineteer@hamiltontel.com>; Tony Parrott <tparrott@solacom.com>; pdeandrea@fedeng.com; zusproposalcenter@zetron.com; Bob Kramer <BKramer@avtecinc.com>; Tommy Thompson <tthompson@microautomation.com>; jazmin.merriweather@tritech.com; Keri Mallozzi <kmallozzi@cushingsystems.us>; John Mantanona <jsm@pdsguam.com>; Chamran Kian-CPD230 <Kian.Chamran@motorolasolutions.com>; Cameron DiVito <cameron.divito@intellitechcorp.com>; Eleonor B.U. Lujan-Toves <elujan-toves@docomopacific.com>

Subject: Request for Proposals (RFP) GFD-001-2019

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E-911 Emergency Medical Dispatcher Supervisor/

M.I.S - I.T./Radio Communications Officer

Guam Fire Department

Contact: 787-5470

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Wilson, Todd A <tw9324@att.com>

Tue, Jan 15, 2019 at 2:02 AM

To: "paul.rolinski@gfd.guam.gov" <paul.rolinski@gfd.guam.gov>

Cc: "BERNARDO, THOMAS T (tb2616@att.com)" <tb2616@att.com>, "Kennedy, Michael E" <mk4241@att.com>

Mr. Rolinski,

Please add AT&T to the list of interested potential offerors for this solicitation. My contact information is below.

Paul Rolinski
**E-911 Emergency Medical Dispatcher Supervisor/
M.I.S - I.T./Radio Communications Officer**
Guam Fire Department
Contact: 787-5470

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On Mon, Jan 14, 2019 at 11:13 PM Tony Parrott <tparrott@solacom.com> wrote:

Dear Mr. Rolinski,

I am requesting that you include Solacom technologies to receive a copy of your upcoming RFP for this project. I will be the point of contact, my contact information and address are below.

Regards,

Tony Parrott

VP Sales

Solacom Technologies, Inc.

2635 Washington Mill Rd.

Bellbrook Ohio, 45305

Mobile: 937-609-1911

Email: tparrott@solacom.com

From: Paul S Rolinski <paul.rolinski@gfd.guam.gov>

Sent: Thursday, January 10, 2019 6:03 PM

To: Robert Kelley <rkelley@guamtech.com>; Jeff Winbourne <JWinbourne@w-llc.com>; Dirks, Randy <Randy.Dirks@tylertech.com>; Robert Croft <robertc@e9.com>; Vincent Munoz <vince.munoz@nextgensys.com>; Gerry Gervais <gerry.gervais@emergensys.net>; Ryan Wineteer <Ryan.Wineteer@hamiltontel.com>; Tony Parrott <tparrott@solacom.com>; pdeandrea@fedeng.com; zusproposalcenter@zetron.com; Bob Kramer <BKramer@avtecinc.com>; Tommy Thompson <tthompson@microautomation.com>; jazmin.merriweather@tritech.com; Keri Mallozzi <kmallozzi@cushingsystems.us>; John Mantanona <jsm@pdsuam.com>; Chamran Kian-CPD230 <Kian.Chamran@motorolasolutions.com>; Cameron DiVito <cameron.divito@intellitechcorp.com>; Eleanor B.U. Lujan-Toves <elujan-toves@docomopacific.com>

Subject: Request for Proposals (RFP) GFD-001-2019

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Paul Rolinski

**E-911 Emergency Medical Dispatcher Supervisor/
M.I.S - I.T./Radio Communications Officer**

Guam Fire Department

Contact: 787-5470

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1/15/2019

Guam Fire Department Mail - Request for Proposals (RFP) GFD-001-2019

Integrated Computer Aided Dispatch System contract. If you are interested, please send me an email request for a copy of the RFP. Your company name, business address, point of contact and phone is required to receive a copy of the RFP. We also have hard copies located at our GFD Headquarters located at Suite 1001 DNA Building Archbishop Flores Street in the Hagatna. Deadline to pick up an RFP is January 18, 2019 at 4:00 pm CST. Thank you for you to this matter.

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E-911 Emergency Medical Dispatcher Supervisor/

M.I.S - I.T./Radio Communications Officer

Guam Fire Department

Contact: 787-5470

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Paul S Rolinski <paul.rolinski@gfd.guam.gov>

Response

2 messages

Paul S Rolinski <paul.rolinski@gfd.guam.gov>

Mon, Jan 14, 2019 at 9:46 AM

To: Robert Kelley <rkelley@guamtech.com>, Jeff Winbourne <JWinbourne@w-llc.com>, "Dirks, Randy" <Randy.Dirks@tylertech.com>, Robert Croft <robertc@e9.com>, Vincent Munoz <vince.munoz@nextgensys.com>, Gerry Gervais <gerry.gervais@emergensys.net>, Ryan Wineteer <Ryan.Wineteer@hamiltontel.com>, Tony Parrott <tparrott@solacom.com>, pdeandrea@fedeng.com, zusproposalcenter@zetron.com, Bob Kramer <BKramer@avtecinc.com>, Tommy Thompson <tthompson@microautomation.com>, jazmin.merriweather@tritech.com, Keri Mallozzi <kmallozzi@cushingsystems.us>, John Mantanona <jsm@pdsguam.com>, Chamran Kian-CPD230 <Kian.Chamran@motorolasolutions.com>, Cameron DiVito <cameron.divito@intellitechcorp.com>, "Eleanor B.U. Lujan-Toves" <elujan-toves@docomopacific.com>

This was a Question from Robert Croft:

Paul,
What CAD did you pick?

Robert:

Our Official Response:

GFD is required to provide all properly submitted questions and all answers to those questions to all prospective Offerors who have registered and received the re-issued Request for Proposals documents for RFP# GFD-001-2019. At this time, Application Data Systems, Inc., has not yet registered for or received the new Request for Proposals documents. Application Data Systems, Inc. received a notification of the re-issuance of RFP# GFD-001-2019 in accordance with 2 GAR, Div. 4, § 3115(d)(1)(D)(iii).

Please request the new Request for Proposals documents for RFP# GFD-001-2019 and please register your information for the new RFP with GFD pursuant to the notification sent to you prior to the submission of any questions or communications concerning the new RFP. If your company decides to register and receive the new RFP documents, then after you have received the new RFP, please review its terms and refer to RFP# GFD-001-2019, Section I, Instructions to Offerors, Purpose, p. 6, paragraph 4. Once Application Data Systems, Inc. has formally registered with GFD and requested the new RFP documents, you may properly submit questions concerning the solicitation pursuant to the terms of the new RFP.

Thank you for your interest, Paul Rolinski, GFD

Paul Rolinski
E-911 Emergency Medical Dispatcher Supervisor/
M.I.S - I.T./Radio Communications Officer
Guam Fire Department
Contact: 787-5470

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postmaster@fedeng.com <postmaster@fedeng.com>
To: paul.rolinski@gfd.guam.gov

Mon, Jan 14, 2019 at 9:45 AM



Your message to pdeandrea@fedeng.com couldn't be delivered.

pdeandrea wasn't found at fedeng.com.

paul.rolinski
Action Required

Office 365

pdeandrea
Recipient

Unknown To address

For more information and additional tips to fix this issue, see [Fix email delivery issues](#) for error code 5.1.10 in Office 365.

Original Message Details

Created Date: 1/13/2019 11:46:36 PM
 Sender Address: paul.rolinski@gfd.guam.gov
 Recipient Address: pdeandrea@fedeng.com
 Subject: Response

Error Details

Reported error: 550 5.1.10 RESOLVER.ADR.RecipientNotFound; Recipient pdeandrea@fedeng.com not found by SMTP address lookup
 DSN generated by: BL0PR05MB4932.namprd05.prod.outlook.com

Message Hops

HOP	TIME (UTC)	FROM	TO	WITH	RELAY TIME
1	1/13/2019 11:45:50 PM		mail-oi1-f173.google.com	SMTP	*
2	1/13/2019 11:45:50 PM	mail-oi1-f173.google.com	CO1NAM04FT058.mail.protection.outlook.com	Microsoft SMTP Server (version=TLS1_2, cipher=TLS_ECDHE_RSA_WITH_AES_256_CBC_SHA)	*
3	1/13/2019 11:45:52 PM	CO1NAM04FT058.eop-NAM04.prod.protection.outlook.com	BYAPR05CA0050.outlook.office365.com	Microsoft SMTP Server (version=TLS1_2, cipher=TLS_ECDHE_RSA_WITH_AES_256_CBC_SHA384)	2 sec
4	1/13/2019 11:45:53 PM	BYAPR05CA0050.namprd05.prod.outlook.com	BL0PR05MB4932.namprd05.prod.outlook.com	Microsoft SMTP Server (version=TLS1_2, cipher=TLS_ECDHE_RSA_WITH_AES_256_GCM_SHA384)	1 sec
5	1/13/2019 11:45:55 PM	NAM04-SN1-obe.outbound.protection.outlook.com	CO1NAM04FT035.mail.protection.outlook.com	Microsoft SMTP Server (version=TLS1_2, cipher=TLS_ECDHE_RSA_WITH_AES_256_CBC_SHA384)	2 sec
6	1/13/2019 11:45:56 PM	CO1NAM04FT035.eop-NAM04.prod.protection.outlook.com	BN3PR05CA0022.outlook.office365.com	Microsoft SMTP Server (version=TLS1_2, cipher=TLS_ECDHE_RSA_WITH_AES_256_CBC_SHA384)	1 sec
7	1/13/2019 11:45:56 PM	BN3PR05CA0022.namprd05.prod.outlook.com	BL0PR05MB4932.namprd05.prod.outlook.com	Microsoft SMTP Server (version=TLS1_2, cipher=TLS_ECDHE_RSA_WITH_AES_256_GCM_SHA384)	*

Original Message Headers

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 Authentication-Results: spf=none (sender IP is 104.47.44.51) smtp.mailfrom=gfd.guam.gov; fedeng.com; dkim=pass (signature was verified) header.d=gfd-guam-gov.20150623.gappssmtp.com;fedeng.com; dmarc=none action=none header.from=gfd.guam.gov;
 Received-SPF: None (protection.outlook.com: gfd.guam.gov does not designate permitted sender hosts)
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 Received: from CO1NAM04FT058.eop-NAM04.prod.protection.outlook.com

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X-MS-Exchange-Transport-CrossTenantHeadersPromoted: CO1NAM04FT035.eop-NAM04.prod.protection.outlook.com
X-Forefront-Antispam-Report: CIP:104.47.44.51;IPV:NLI;CTRY:;EFV:NLI;
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Final-Recipient: rfc822;pdeandrea@fedeng.com
Action: failed
Status: 5.1.10
Diagnostic-Code: smtp;550 5.1.10 RESOLVER.ADR.RecipientNotFound; Recipient pdeandrea@fedeng.com not found by SMTP address lookup

----- Forwarded message -----

From: Paul S Rolinski <paul.rolinski@gfd.guam.gov>
To: Robert Kelley <rkelley@guamtech.com>, Jeff Winbourne <JWinbourne@w-llc.com>, "Dirks_Randy" <Randy.Dirks@tylertech.com>, Robert Croft
<robertc@e9.com>, Vincent Munoz <vince.munoz@nextgensys.com>, Gerry Gervais <gerry.gervais@emergensys.net>, Ryan Wineteer
<Ryan.Wineteer@hamiltonel.com>, Tony Parrott <tparrott@solacom.com>, pdeandrea@fedeng.com, zusproposalcenter@zetron.com, Bob Kramer
<BKramer@avtecinc.com>, Tommy Thompson <tthompson@microautomation.com>, jazmin.merriweather@tritech.com, Keri Mallozzi
<kmallozzi@cushingsystems.us>, John Mantanona <jsm@pdsguam.com>, Chamran Kian-CPD230 <Kian.Chamran@motorolasolutions.com>, Cameron
DiVito <cameron.divito@intellitechcorp.com>, "Eleonor B U Lujan-Toves" <elujan-toves@docomopacific.com>



Paul S Rolinski <paul.rolinski@gfd.guam.gov>

Request for Proposals (RFP) GFD-001-2019

Gerry Gervais <gerry.gervais@emergensys.net>
To: Paul S Rolinski <paul.rolinski@gfd.guam.gov>

Mon, Jan 14, 2019 at 8:51 AM

RFP received, thank you.



AVIS DE CONFIDENTIALITE

Ce message peut contenir de l'information légalement privilégiée ou confidentielle. Si vous n'êtes pas le destinataire ou croyez avoir reçu par erreur ce message, nous vous saurions gré d'en aviser l'émetteur et d'en détruire le contenu sans le communiquer à d'autre ou le reproduire.

From: Paul S Rolinski <paul.rolinski@gfd.guam.gov>
Sent: January 13, 2019 5:00 PM
To: Gerry Gervais <gerry.gervais@emergensys.net>
Subject: Re: Request for Proposals (RFP) GFD-001-2019

[Quoted text hidden]



Paul S Rolinski <paul.rolinski@gfd.guam.gov>

Email

6 messages

Paul S Rolinski <paul.rolinski@gfd.guam.gov> Fri, Jan 11, 2019 at 9:22 AM
 To: Robert Kelley <rkelley@guamtech.com>, Jeff Winbourne <JWinbourne@w-llc.com>, "Dirks, Randy" <Randy.Dirks@tylertech.com>, Robert Croft <robertc@e9.com>, Vincent Munoz <vince.munoz@nextgensys.com>, Gerry Gervais <gerry.gervais@emergensys.net>, Ryan Wineteer <Ryan.Wineteer@hamiltontel.com>, Tony Parrott <tparrott@solacom.com>, pdeandrea@fedeng.com, zusproposalcenter@zetron.com, Bob Kramer <BKramer@avtecinc.com>, Tommy Thompson <tthompson@microautomation.com>, jazmin.merriweather@tritech.com, Keri Mallozzi <kmallozzi@cushingsystems.us>, John Mantanona <jsm@pdsuam.com>, Chamran Kian-CPD230 <Kian.Chamran@motorolasolutions.com>, Cameron DiVito <cameron.divito@intellitechcorp.com>, "Eleonor B.U. Lujan-Toves" <elujan-toves@docomopacific.com>

For record purposes, please email individually for a digital copy of the RFP. Thank you.

Paul Rolinski
 E-911 Emergency Medical Dispatcher Supervisor/
 M.I.S - I.T./Radio Communications Officer
 Guam Fire Department
 Contact: 787-5470

CONFIDENTIALITY NOTICE This email and any files transmitted with it may be legally privileged and confidential and is intended solely for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any review, dissemination or copying of this email, or taking any action in reliance on the contents of this information is strictly prohibited. If you received this transmission in error, please notify me immediately by e-mail or telephone to arrange for the return of this email and any files to us or to verify it has been deleted from your system.

postmaster@fedeng.com <postmaster@fedeng.com>
 To: paul.rolinski@gfd.guam.gov

Fri, Jan 11, 2019 at 9:22 AM

Office 365

Your message to pdeandrea@fedeng.com couldn't be delivered.

[pdeandrea](mailto:pdeandrea@fedeng.com) wasn't found at fedeng.com.

paul.rolinski
 Action Required

Office 365

pdeandrea
 Recipient

Unknown To address

How to Fix It

The address may be misspelled or may not exist. Try one or more of the following:

- Send the message again following these steps: In Outlook, open this non-delivery report (NDR) and choose **Send Again** from the Report ribbon. In Outlook on the web, select this NDR, then select the link "**To send this message again, click here.**" Then delete and retype the entire recipient address. If prompted with an Auto-Complete List suggestion don't select it. After typing the complete address, click **Send**.
- Contact the recipient (by phone, for example) to check that the address exists and is correct.
- The recipient may have set up email forwarding to an incorrect address. Ask them to check that any forwarding they've set up is working correctly.
- Clear the recipient Auto-Complete List in Outlook or Outlook on the web by following the steps in this article: [Fix email delivery](#)

2	1/10/2019 11:22:02 PM	mail-ot1-f43.google.com	SN1NAM04FT032.mail.protection.outlook.com	Microsoft SMTP Server (version=TLS1_2, cipher=TLS_ECDHE_RSA_WITH_AES_256_CBC_SHA)	*
3	1/10/2019 11:22:03 PM	SN1NAM04FT032.eop-NAM04.prod.protection.outlook.com	SN4PR0501CA0137.outlook.office365.com	Microsoft SMTP Server (version=TLS1_2, cipher=TLS_ECDHE_RSA_WITH_AES_256_CBC_SHA384)	1 sec
4	1/10/2019 11:22:03 PM	SN4PR0501CA0137.namprd05.prod.outlook.com	SN6PR05MB5839.namprd05.prod.outlook.com	Microsoft SMTP Server (version=TLS1_2, cipher=TLS_ECDHE_RSA_WITH_AES_256_GCM_SHA384)	*
5	1/10/2019 11:22:05 PM	NAM04-SN1-obe.outbound.protection.outlook.com	SN1NAM04FT049.mail.protection.outlook.com	Microsoft SMTP Server (version=TLS1_2, cipher=TLS_ECDHE_RSA_WITH_AES_256_CBC_SHA384)	2 sec
6	1/10/2019 11:22:07 PM	SN1NAM04FT049.eop-NAM04.prod.protection.outlook.com	SN4PR0501CA0042.outlook.office365.com	Microsoft SMTP Server (version=TLS1_2, cipher=TLS_ECDHE_RSA_WITH_AES_256_CBC_SHA384)	2 sec
7	1/10/2019 11:22:07 PM	SN4PR0501CA0042.namprd05.prod.outlook.com	BYAPR05MB4935.namprd05.prod.outlook.com	Microsoft SMTP Server (version=TLS1_2, cipher=TLS_ECDHE_RSA_WITH_AES_256_GCM_SHA384)	*

Original Message Headers

Received: from SN4PR0501CA0042.namprd05.prod.outlook.com (2603:10b6:803:41::19) by BYAPR05MB4935.namprd05.prod.outlook.com (2603:10b6:a03:43::14) with Microsoft SMTP Server (version=TLS1_2, cipher=TLS_ECDHE_RSA_WITH_AES_256_GCM_SHA384) id 15.20.1516.6; Thu, 10 Jan 2019 23:22:07 +0000

Received: from SN1NAM04FT049.eop-NAM04.prod.protection.outlook.com (2a01:111:f400:7e4c::205) by SN4PR0501CA0042.outlook.office365.com (2603:10b6:803:41::19) with Microsoft SMTP Server (version=TLS1_2, cipher=TLS_ECDHE_RSA_WITH_AES_256_CBC_SHA384) id 15.20.1516.3 via Frontend Transport; Thu, 10 Jan 2019 23:22:07 +0000

Authentication-Results: spf=none (sender IP is 104.47.44.45) smtp.mailfrom=gfd.guam.gov; fedeng.com; dkim=pass (signature was verified) header.d=gfd-guam-gov.20150623.gappssmtp.com;fedeng.com; dmarc=none action=none header.from=gfd.guam.gov;

Received-SPF: None (protection.outlook.com: gfd.guam.gov does not designate permitted sender hosts)

Received: from NAM04-SN1-obe.outbound.protection.outlook.com (104.47.44.45) by SN1NAM04FT049.mail.protection.outlook.com (10.152.89.160) with Microsoft SMTP Server (version=TLS1_2, cipher=TLS_ECDHE_RSA_WITH_AES_256_CBC_SHA384) id 15.20.1471.13 via Frontend Transport; Thu, 10 Jan 2019 23:22:05 +0000

Received: from SN4PR0501CA0137.namprd05.prod.outlook.com (2603:10b6:803:2c::15) by SN6PR05MB5839.namprd05.prod.outlook.com (2603:10b6:805:fa::25) with Microsoft SMTP Server (version=TLS1_2, cipher=TLS_ECDHE_RSA_WITH_AES_256_GCM_SHA384) id 15.20.1516.11; Thu, 10 Jan 2019 23:22:03 +0000

Received: from SN1NAM04FT032.eop-NAM04.prod.protection.outlook.com (2a01:111:f400:7e4c::209) by SN4PR0501CA0137.outlook.office365.com (2603:10b6:803:2c::15) with Microsoft SMTP Server (version=TLS1_2, cipher=TLS_ECDHE_RSA_WITH_AES_256_CBC_SHA384) id 15.20.1516.4 via Frontend Transport; Thu, 10 Jan 2019 23:22:03 +0000

Authentication-Results-Original: spf=none (sender IP is 209.85.210.43) smtp.mailfrom=gfd.guam.gov; fedeng.com; dkim=pass (signature was verified) header.d=gfd-guam-gov.20150623.gappssmtp.com;fedeng.com; dmarc=none action=none header.from=gfd.guam.gov;compauth=pass reason=106

Received-SPF: None (protection.outlook.com: gfd.guam.gov does not designate permitted sender hosts)

Received: from mail-ot1-f43.google.com (209.85.210.43) by SN1NAM04FT032.mail.protection.outlook.com (10.152.88.158) with Microsoft SMTP Server (version=TLS1_2, cipher=TLS_ECDHE_RSA_WITH_AES_256_CBC_SHA) id 15.20.1471.13 via Frontend Transport; Thu, 10 Jan 2019 23:22:02 +0000

Received: by mail-ot1-f43.google.com with SMTP id a11so11542809otr.10 for <pdeandrea@fedeng.com>; Thu, 10 Jan 2019 15:22:02 -0800 (PST)

DKIM-Signature: v=1; a=rsa-sha256; c=relaxed/relaxed; d=gfd-guam-gov.20150623.gappssmtp.com; s=20150623; h=mime-version:from:date:message-id:subject:to; bh=G/+3zlg4317XuBN0M2IuCm7WUwoaBwPnhaLxkIvAnIM=; b=MdpAYYjilbzpnI07k0JwSLX0cMW/iqVH3JAQLD1XuThv3NQILPkhsyWpJjztG0YJTeAbGW0+JvT697LM2yt8Ivq77Vpp1J9WhCcCwCsoUICxImkIwmNzKb4TPH0zx1wv1wmmsy9wH1x4x43a1u1mSjhebbC+odL9uJyD5x8lUXw5f1U/bkKkJzppKF7kV/0RNaiDoE00168i03B18DHgE19keSUv6TETec67HyoID/n5obmmy0jECN3bLN3dapaI00JJWEAM/nXbbv5V09hqj1SP0pJ5dBg5SXK4HRheQJAiH5JAaD2yiQG0th0WfZ6pYzxaVYnbyA4hvHmfQ=

X-Google-DKIM-Signature: v=1; a=rsa-sha256; c=relaxed/relaxed;

X-Microsoft-Antispam-Message-Info-Original: xCMiFJZASGcdCm73sm8WAa93r1fJ3YnYmpHwrrXU6JeBz3F7eIU6VfSwb+vx0UxfgZTZiTuBtHzEYyH9k3MJ85H/du4WwftP9b0uCo9TYWYnJWxDMZS1XGdC89Upm9zpc14d0w7ZGzuExM0Pjvxd+9GnpVOUJxv2f66eekNSqFR17VT0qNsbNVLJy5HR57236rpy1hXLV9FKRssopiWVCUafsxDDCnYHyAemZyjo01Dwo0q5SvJEO0b9nf06rb/dfmCFQ2purMks0xeAwX5WeGwXpmnLb91LvZS2GE1z8rNmvoS7stfWFKTuRxpTwaTbxPDV9Z+i5i0tw61ZPubH2FV8MG22rFhefG54jgBuEalQ7Xh7mSxVC310d5jaaNCy/XBv30anxJMTjqG40Z2Mh7ABlyZt50zvC1i+Cv1+Sgfv49XxNon3vzv1WxHbSsCfdQiyQPk/1UR1hkR6FTRubqJ2YSizLJDwSjE9WzV5JqUzbq2F8yASBZgCaF5G/nkzTTI21zTnHuoKCSJPu07ipieJc3/ff4aw3DNyo9aKn50JX3DvCaCu+ddlPaaeycRbXNkewU9pyumNsZWNVHov9/sgg8Xhz+EzCRHGsuUy3Rdx1bNccEholfcQ39i5wGwydP/Bo4PsgwmtazTVSmb5S9o5L3f0rZZLk4LcpCF0Tyd5Q4dXzIpXWg6Eygq4a+6Br/19gIysv77zjAmlNPctIghCyNoGx8LG0TzERD6XrCnBj8vhXaU6i1K1887

X-Microsoft-Exchange-Diagnostics-untrusted: 1;SN6PR05MB5839;6:3sAu7037of60u0WkWF9FIbAH1U1HVc4Es5tvX91kgoKsvwt8UOH3yG8Tb0Fh7gPlqDqy0gIdQPxLzU16X3cnz0W7sAjsywS+94nqm0CgzQLTPnMR/SFvnyFQIJ7H8bTuza70XLp1W1jJuiR8gob358BeYfbJ2M2xupsmsgqoyz7RTzcoXkZPLQqYIjNok0Xzrf86wABkHR/86DzjRbCMsjPZZaIaZwBKg1pMYdFxUEjMm8Ipp9Hk6dFJKdiWatG1QMueFA23tHENr6Y535i7j1k1Tr/Y7ndPIf1U4k4srEeU78JU5qQ6BYWnJ114rXulADC+5Fqon0/S91/YA4byoNm2Gn8lHkt45rrY2vBv5dCyj3PiGfG8/6TXjPud6bxcGR8BvT2dQNT7ZqX6B7VnF0ZhwskT+qud1AJH693NEH211E2K0JVo4FmiVypPc9cXowhGktzMSyHn/Xj0w==;5:p4fJiAuwHGQfttXpHr5JEm2nbEC8hjgXJqQ/RmADhG4630IraCDP8d07Ljja1LLu8HSLxdp2Ly5NctQK9+F1yoNy1n00csBnY8rt+8y3JdFVa/7DwAJ8JfUthYTKGkXj2knw34MXce011ZB1m+ko4OyhHHYgHILPmXwvk6JPMFyotFEe00SNY4febun6MFUag1DoYsn4P0Mrz1LdVfG==;7:GQ0hQtJ0vt55Yfgz5sDoV19DYbm30f5nz27YiB2LE8w0zQXFqrQIzP5R821NMYSRqHThVvITcR8p+YfjzX1GdTo99/deGbkXs+EcdZAqh6sxHDXX7QRZeYJ0yD3ec8Q4DJR10o+FM8ceJcz1N8TbQ==

X-ExternalRecipientOutboundConnectors: 28a93a9f-0418-48d0-ac35-90bcffdd1a8c

SpamDiagnosticOutput: 1:99

SpamDiagnosticMetadata: NSPM

X-MS-Exchange-Transport-CrossTenantHeadersStamped: SN6PR05MB5839

X-MS-Exchange-Transport-CrossTenantHeadersStripped: SN1NAM04FT049.eop-NAM04.prod.protection.outlook.com

X-MS-Exchange-Transport-CrossTenantHeadersPromoted: SN1NAM04FT049.eop-NAM04.prod.protection.outlook.com

X-Forefront-Antispam-Report: CIP:104.47.44.45;IPV:NLI;CTRY:;EFV:NLI;

X-Microsoft-Exchange-Diagnostics: 1;SN1NAM04FT049;1:EHYzb/A8HUG6I6o8loZobayTWM0jNrjUMhetKKBhhC12/DejSV/EZVpIi6FVM6NLSLFPmvd7PjRLT19/67zcSjAFzgiwDK4ao1rMUCOZ3YVK/efLcmXVxCG5nfU0m

X-MS-Office365-Filtering-Correlation-Id-Prvs: d5elcac7-5e1e-492a-281d-08d677526d92

X-Microsoft-Antispam: BCL:0;PCL:0;RULEID:(2390118)(7020095)(4652040)(5600109)(710020)(711020)(4605076)(1401299)(8001031)(1421009)(1405096)(1407096)(1408068)(71702078);SRVR:BYAPR05MB4935;

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Final-Recipient: rfc822:pdeandrea@fedeng.com

Action: failed

Status: 5.1.10

Diagnostic-Code: smtp;550 5.1.10 RESOLVER.ADR.RecipientNotFound; Recipient pdeandrea@fedeng.com not found by SMTP address lookup

----- Forwarded message -----

From: Paul S Rolinski <paul.rolinski@gfd.guam.gov>

To: Robert Kelley <rkelley@guamtech.com>, Jeff Winbourne <JWinbourne@w-llc.com>, "Dirks, Randy" <Randy.Dirks@tylertech.com>, Robert Croft <robertc@e9.com>, Vincent Munoz <vince.munoz@nextgensys.com>, Gerry Gervais <gerry.gervais@emergensys.net>, Ryan Wineteer <Ryan.Wineteer@hamiltontel.com>, Tony Parrott <tparrott@solacom.com>, pdeandrea@fedeng.com, zusproposalcenter@zetron.com, Bob Kramer <BKramer@avtecinc.com>, Tommy Thompson <tthompson@microautomation.com>, jazmin.merriweather@tritech.com, Keri Mallozzi <kmallozzi@cushingsystems.us>, John Mantanona <jsm@pdsguam.com>, Chamran Kian-CPD230 <Kian.Chamran@motorolasolutions.com>, Cameron DiVito <cameron.divito@intellitechcorp.com>, "Eleonor B.U. Lujan-Toves" <elujan-toves@docomopacific.com>

Cc:

Bcc:

Date: Fri, 11 Jan 2019 09:22:47 +1000

Subject: Email

For record purposes, please email individually for a digital copy of the RFP. Thank you.

Paul Rolinski
E-911 Emergency Medical Dispatcher Supervisor/
M.I.S - I.T./Radio Communications Officer
Guam Fire Department
Contact: 787-5470

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Vince Munoz <vince.munoz@nextgensys.com>
 To: Paul S Rolinski <paul.rolinski@gfd.guam.gov>

Fri, Jan 11, 2019 at 9:58 AM

To: Robert Kelley; Jeff Winbourne; Dirks, Randy; Robert Croft; Vincent Munoz; Gerry Gervais; Ryan Wineteer; Tony Parrott; pdeandrea@fedeng.com; zusproposalcenter@zetron.com; Bob Kramer; Tommy Thompson; jazmin.merriweather@tritech.com; Keri Mallozzi; John Mantanona; Chamran Kian-CPD230; Cameron DiVito; Eleonor B.U. Lujan-Toves
Subject: Email

[Quoted text hidden]

Paul S Rolinski <paul.rolinski@gfd.guam.gov>
To: Cameron DiVito <cameron.divito@intellitechcorp.com>


Mon, Jan 14, 2019 at 8:04 AM

Hi and Thank You for your interest in our RFP. Attach you will find a copy of the RFP in PDF format.

Paul Rolinski
**E-911 Emergency Medical Dispatcher Supervisor/
M.I.S - I.T./Radio Communications Officer**
Guam Fire Department
Contact: 787-5470

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[Quoted text hidden]

 **GFD NG911 RFP.pdf**
790K



Paul S Rolinski <paul.rolinski@gfd.guam.gov>

Request for Proposals (RFP) GFD-001-2019

2 messages

Don Lashley <don.lashley@centralsquare.com>
To: "paul.rolinski@gfd.guam.gov" <paul.rolinski@gfd.guam.gov>
Cc: Ken Schulte <ken.schulte@centralsquare.com>

Sat, Jan 12, 2019 at 2:17 AM

Mr. Rolinski:

Please consider CentralSquare Technologies as an interested offeror for the above referenced RFP for Professional Services for the Design, Installation, Operation, and Maintenance of a Next Generation 9-1-1 System and Integrated Computer Aided Dispatch System.

CentralSquare Technologies' headquarters is located at:

1000 Business Center Drive
Lake Mary, FL 32746

The primary contact is:

Ken Schulte, Account Executive
Phone: 1-858-799-7316

Thank you for your assistance and we look forward to receiving the Guam Fire Department's RFP.

Don Lashley



Don Lashley

Manager, Proposal
Development

don.lashley@centralsquare.com

o: 858.799.7476
m: 910.399.3234



Paul S Rolinski <paul.rolinski@gfd.guam.gov>

Request for Proposals (RFP) GFD-001-2019

16 messages

Paul S Rolinski <paul.rolinski@gfd.guam.gov> Fri, Jan 11, 2019 at 9:02 AM
 To: Robert Kelley <rkelley@guamtech.com>, Jeff Winbourne <JWinbourne@w-llc.com>, "Dirks, Randy" <Randy.Dirks@tylertech.com>, Robert Croft <robertc@e9.com>, Vincent Munoz <vince.munoz@nextgensys.com>, Gerry Gervais <gerry.gervais@emergensys.net>, Ryan Wineteer <Ryan.Wineteer@hamiltontel.com>, Tony Parrott <tparrott@solacom.com>, pdeandrea@fedeng.com, zusproposalcenter@zetron.com, Bob Kramer <BKramer@avtecinc.com>, Tommy Thompson <tthompson@microautomation.com>, jazmin.merriweather@tritech.com, Keri Mallozzi <kmallozzi@cushingsystems.us>, John Mantanona <jsm@pdsguam.com>, Chamran Kian-CPD230 <Kian.Chamran@motorolasolutions.com>, Cameron DiVito <cameron.divito@intellitechcorp.com>, "Eleonor B.U. Lujan-Toves" <elujan-toves@docomopacific.com>

Hi my name is Paul Rolinski and I am with the Guam Fire Department. I am contacting you as a potential interested offeror for our re-issued Request for Proposals for a new Professional Services for the Design, Installation, Operation, and Maintenance of a Next Generation 9-1-1 System and Integrated Computer Aided Dispatch System contract. If you are interested, please send me an email request for a copy of the RFP. Your company name, business address, point of contact and phone is required to receive a copy of the RFP. We also have hard copies located at our GFD Headquarters located at Suite 1001 DNA Building Archbishop Flores Street in the Hagatna. Deadline to pick up an RFP is January 18, 2019 at 4:00 pm CST. Thank you for you to this matter.

*Paul Rolinski
 E-911 Emergency Medical Dispatcher Supervisor/
 M.I.S - I.T./Radio Communications Officer
 Guam Fire Department
 Contact: 787-5470*

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Robert Croft <robertc@e9.com> Fri, Jan 11, 2019 at 9:01 AM
 To: paul.rolinski@gfd.guam.gov

I am currently out of the office, we will have very limited connectivity, I will be checking email as available, but may not be able to respond in a timely manner. You can also contact Mike Perkins at mikep@e9.com or 662-393-2046 ext 107.

postmaster@fedeng.com <postmaster@fedeng.com> Fri, Jan 11, 2019 at 9:01 AM
 To: paul.rolinski@gfd.guam.gov



Your message to pdeandrea@fedeng.com couldn't be delivered.

[pdeandrea](mailto:pdeandrea@fedeng.com) wasn't found at fedeng.com.

paul.rolinski Action Required	Office 365	pdeandrea Recipient
Unknown To address		

How to Fix It

The address may be misspelled or may not exist. Try one or more of the following:

- Send the message again following these steps: In Outlook, open this non-delivery report (NDR) and choose **Send Again** from the Report ribbon. In Outlook on the web, select this NDR, then select the link **"To send this message again, click here."** Then delete

Error Details

Reported error: 550 5.1.10 RESOLVER.ADR.RecipientNotFound; Recipient pdeandrea@fedeng.com not found by SMTP address lookup

DSN generated by: SN6PR05MB5840.namprd05.prod.outlook.com

Message Hops

Table with 6 columns: HOP, TIME (UTC), FROM, TO, WITH, RELAY TIME. It lists 7 hops of email delivery from mail-ot1-f42.google.com through various Microsoft SMTP servers to SN6PR05MB5840.namprd05.prod.outlook.com.

Original Message Headers

Received: from SN4PR0501CA0088.namprd05.prod.outlook.com (2603:10b6:803:22::26) by SN6PR05MB5840.namprd05.prod.outlook.com (2603:10b6:805:fa::26) with Microsoft SMTP Server (version=TLS1_2, cipher=TLS_ECDHE_RSA_WITH_AES_256_GCM_SHA384) id 15.20.1516.4; Thu, 10 Jan 2019 23:01:50 +0000

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X-Forwarding-Report: CIP:104.47.45.55;IPV:NLI;CTRY:;EFV:NLI;
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Final-Recipient: rfc822;pdeandrea@fedeng.com
Action: failed
Status: 5.1.10
Diagnostic-Code: smtp;550 5.1.10 RESOLVER.ADR.RecipientNotFound; Recipient pdeandrea@fedeng.com not found by SMTP address lookup

----- Forwarded message -----
From: Paul S Rolinski <paul.rolinski@gfd.guam.gov>
To: Robert Kelley <rkelley@guamtech.com>, Jeff Winbourne <JWinbourne@w-llc.com>, "Dirks, Randy" <Randy.Dirks@tylertech.com>, Robert Croft <robertc@e9.com>, Vincent Munoz <vince.munoz@nextgensys.com>, Gerry Gervais <gerry.gervais@emergensys.net>, Ryan Wineteer <Ryan.Wineteer@hamiltonel.com>, Tony Parrott <tparrott@solacom.com>, pdeandrea@fedeng.com, zusproposalscenter@zetron.com, Bob Kramer <BKramer@avtecinc.com>, Tommy Thompson <tthompson@microautomation.com>, jazmin.merriweather@tritech.com, Keri Mallozzi <kmallozzi@cushingsystems.us>, John Mantanona <jsm@pdsguam.com>, Chamran Kian-CPD230 <Kian.Chamran@motorolasolutions.com>, Cameron DiVito <cameron.divito@intellitechcorp.com>, "Eleonor B.U. Lujan-Toves" <elujan-toves@docomopacific.com>
Cc:
Bcc:
Date: Fri, 11 Jan 2019 09:02:31 +1000
Subject: Request for Proposals (RFP) GFD-001-2019
Hi my name is Paul Rolinski and I am with the Guam Fire Department. I am contacting you as a potential interested offeror for our re-issued Request for Proposals for a new Professional Services for the Design, Installation, Operation, and Maintenance of a Next Generation 9-1-1 System and Integrated Computer Aided Dispatch System contract. If you are interested, please send me an email request for a copy of the RFP. Your company name, business address, point of contact and phone is required to receive a copy of the RFP. We also have hard copies located at our GFD Headquarters located at

1/14/2019

Guam Fire Department Mail - Request for Proposals (RFP) GFD-001-2019

<BKramer@avtecinc.com>, Tommy Thompson <tthompson@microautomation.com>, jazmin.merriweather@tritech.com, Keri Mallozzi <kmallozzi@cushingsystems.us>, John Mantanona <jsm@pdsguam.com>, Chamran Kian-CPD230 <Kian.Chamran@motorolasolutions.com>, Cameron DiVito <cameron.divito@intellitechcorp.com>, "Eleonor B.U. Lujan-Toves" <elujan-toves@docomopacific.com>
Subject: Request for Proposals (RFP) GFD-001-2019

[Quoted text hidden]

Paul S Rolinski <paul.rolinski@gfd.guam.gov>
To: Jessica Toft <jtoft@guamag.org>

Fri, Jan 11, 2019 at 1:52 PM

Just received this question

Paul Rolinski
**E-911 Emergency Medical Dispatcher Supervisor/
M.I.S - I.T./Radio Communications Officer**
Guam Fire Department
Contact: 787-5470

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[Quoted text hidden]

Jessica Toft <jtoft@guamag.org>
To: Paul S Rolinski <paul.rolinski@gfd.guam.gov>

Fri, Jan 11, 2019 at 2:03 PM

Hey Paul,

Almost unbelievable. Did this person request an RFP packet yet?

Jessica Toft

Assistant Attorney General



Office of the Attorney General

Solicitor Division

590 S. Marine Corps Drive, Suite 802

Tamuning, Guam 96913

Tel: 475-3324 ext. 3033

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Jeff Winbourne <JWinbourne@w-llc.com>
To: Paul S Rolinski <paul.rolinski@gfd.guam.gov>

Fri, Jan 11, 2019 at 6:40 PM

Paul,

Thank you for the message. I am interested in receiving a copy of the RFP.

Here is the information you requested.

Winbourne Consulting, LLC

1621 North Kent Street, Suite 704 Arlington, VA 22209 USA

POC: Jeff Winbourne

+1 703 582-3604

jwinbourne@w-llc.com

Jeff

Best regards,

Jeffrey P. Winbourne

Winbourne Consulting, LLC

1621 North Kent Street, Suite 704

Arlington, VA 22209

www.winbourneconsulting.com

Telephone (o) + 1 703 584-5350 ext 101

Telephone (m) + 1 703 582-3604

Facsimile + 1 703 935-1147

Email: jwinbourne@w-llc.com

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From: Paul S Rolinski <paul.rolinski@gfd.guam.gov>**Sent:** Thursday, January 10, 2019 6:03 PM**To:** Robert Kelley <rkelley@guamtech.com>; Jeff Winbourne <JWinbourne@w-llc.com>; Dirks, Randy <Randy.Dirks@tylertech.com>; Robert Croft <robertc@e9.com>; Vincent Munoz <vince.munoz@nextgensys.com>; Gerry Gervais <gerry.gervais@emergensys.net>; Ryan Wineteer <Ryan.Wineteer@hamiltontel.com>; Tony Parrott <tparrott@solacom.com>; pdeandrea@fedeng.com; zusproposalcenter@zetrone.com; Bob Kramer <BKramer@avtecinc.com>; Tommy Thompson <tthompson@microautomation.com>; jazmin.merriweather@tritech.com; Keri Mallozzi <kmallozzi@cushingsystems.us>; John Mantanona <jsm@pdsuam.com>; Chamran Kian-CPD230 <Kian.Chamran@motorolasolutions.com>; Cameron DiVito <cameron.divito@intellitechcorp.com>; Eleonor B.U. Lujan-Toves <ekujan-toves@docomopacific.com>**Subject:** Request for Proposals (RFP) GFD-001-2019

www.emergensys.net

POC : Gerry Gervais

Business Development Associate

514 708-6337

Thank you,

gerry



AVIS DE CONFIDENTIALITE

Ce message peut contenir de l'information légalement privilégiée ou confidentielle. Si vous n'êtes pas le destinataire ou croyez avoir reçu par erreur ce message, nous vous saurions gré d'en aviser l'émetteur et d'en détruire le contenu sans le communiquer à d'autre ou le reproduire.

From: Paul S Rolinski <paul.rolinski@gfd.guam.gov>

Sent: January 10, 2019 6:03 PM

To: Robert Kelley <rkelley@guamtech.com>; Jeff Winbourne <JWinbourne@w-llc.com>; Dirks, Randy <Randy.Dirks@tylertech.com>; Robert Croft <robertc@e9.com>; Vincent Munoz <vince.munoz@nextgensys.com>; Gerry Gervais <gerry.gervais@emergensys.net>; Ryan Wineteer <Ryan.Wineteer@hamiltontel.com>; Tony Parrott <tparrott@solacom.com>; pdeandrea@fedeng.com; zusproposalcenter@zetron.com; Bob Kramer <BKramer@avtecinc.com>; Tommy Thompson <tthompson@microautomation.com>; jazmin.merriweather@tritech.com; Keri Mallozzi <kmallozzi@cushingsystems.us>; John Mantanona <jsm@pdsquam.com>; Chamran Kian-CPD230 <Kian.Chamran@motorolasolutions.com>; Cameron DiVito <cameron.divito@intellitechcorp.com>; Eleonor B.U. Lujan-Toves <elujan-toves@docomopacific.com>

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[Quoted text hidden]

Paul S Rolinski <paul.rolinski@gfd.guam.gov>

To: Jeff Winbourne <JWinbourne@w-llc.com>

Mon, Jan 14, 2019 at 7:47 AM

Hi and Thank You for your interest in our RFP. Attach you will find a copy of the RFP in PDF format.


Paul Rolinski
**E-911 Emergency Medical Dispatcher Supervisor/
 M.I.S - I.T./Radio Communications Officer**
Guam Fire Department
Contact: 787-5470

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[Quoted text hidden]

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[Quoted text hidden]

 **GFD NG911 RFP.pdf**
790K



Paul S Rolinski <paul.rolinski@gfd.guam.gov>

Request for Proposals (RFP) GFD-001-2019

6 messages

Paul S Rolinski <paul.rolinski@gfd.guam.gov>

Fri, Jan 11, 2019 at 9:02 AM

To: Robert Kelley <rkelley@guamtech.com>, Jeff Winbourne <JWinbourne@w-llc.com>, "Dirks, Randy" <Randy.Dirks@tylertech.com>, Robert Croft <robertc@e9.com>, Vincent Munoz <vince.munoz@nextgensys.com>, Gerry Gervais <gerry.gervais@emergensys.net>, Ryan Wineteer <Ryan.Wineteer@hamiltontel.com>, Tony Parrott <tparrott@solacom.com>, pdeandrea@fedeng.com, zusproposalcenter@zetron.com, Bob Kramer <BKramer@avtecinc.com>, Tommy Thompson <tthompson@microautomation.com>, jazmin.merriweather@tritech.com, Keri Mallozzi <kmallozzi@cushingsystems.us>, John Mantanona <jsm@pdsuam.com>, Chamran Kian-CPD230 <Kian.Chamran@motorolasolutions.com>, Cameron DiVito <cameron.divito@intellitechcorp.com>, "Eleonor B.U. Lujan-Toves" <elujan-toves@docomopacific.com>

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Paul Rolinski
**E-911 Emergency Medical Dispatcher Supervisor/
 M.I.S - I.T./Radio Communications Officer**
Guam Fire Department
Contact: 787-5470

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Robert Croft <robertc@e9.com>

Fri, Jan 11, 2019 at 9:01 AM

To: paul.rolinski@gfd.guam.gov

I am currently out of the office, we will have very limited connectivity, I will be checking email as available, but may not be able to respond in a timely manner. You can also contact Mike Perkins at mikep@e9.com or 662-393-2046 ext 107.

postmaster@fedeng.com <postmaster@fedeng.com>

Fri, Jan 11, 2019 at 9:01 AM

To: paul.rolinski@gfd.guam.gov



Your message to pdeandrea@fedeng.com couldn't be delivered.

[pdeandrea](mailto:pdeandrea@fedeng.com) wasn't found at fedeng.com.

paul.rolinski
Action Required

Office 365

pdeandrea
 Recipient

Unknown To address

How to Fix It

The address may be misspelled or may not exist. Try one or more of the following:

- Send the message again following these steps: In Outlook, open this non-delivery report (NDR) and choose **Send Again** from the Report ribbon. In Outlook on the web, select this NDR, then select the link "**To send this message again, click here.**" Then delete

Error Details

Reported error: 550 5.1.10 RESOLVER.ADR.RecipientNotFound; Recipient pdeandrea@fedeng.com not found by SMTP address lookup
DSN generated by: SN6PR05MB5840.namprd05.prod.outlook.com

Message Hops

Table with 6 columns: HOP, TIME (UTC), FROM, TO, WITH, RELAY TIME. It lists 7 hops of an email message, showing the path from the sender to the recipient through various Microsoft SMTP servers.

Original Message Headers

Received: from SN4PR0501CA0088.namprd05.prod.outlook.com (2603:10b6:803:22::26) by SN6PR05MB5840.namprd05.prod.outlook.com (2603:10b6:805:fa::26) with Microsoft SMTP Server (version=TLS1_2, cipher=TLS_ECDHE_RSA_WITH_AES_256_GCM_SHA384) id 15.20.1516.4; Thu, 10 Jan 2019 23:01:50 +0000
Received: from CO1NAM04FT055.eop-NAM04.prod.protection.outlook.com (2a01:111:f400:7e4d::200) by SN4PR0501CA0088.outlook.office365.com (2603:10b6:803:22::26) with Microsoft SMTP Server (version=TLS1_2, cipher=TLS_ECDHE_RSA_WITH_AES_256_CBC_SHA384) id 15.20.1516.3 via Frontend Transport; Thu, 10 Jan 2019 23:01:50 +0000
Authentication-Results: spf=none (sender IP is 104.47.45.55) smtp.mailfrom=gfd.guam.gov; fedeng.com; dkim=pass (signature was verified) header.d=gfd-guam-gov.20150623.gappssmtp.com;fedeng.com; dmarc=none action=none header.from=gfd.guam.gov;
Received-SPF: None (protection.outlook.com: gfd.guam.gov does not designate permitted sender hosts)
Received: from NAM04-CO1-obe.outbound.protection.outlook.com (104.47.45.55) by CO1NAM04FT055.mail.protection.outlook.com (10.152.91.17) with Microsoft SMTP Server (version=TLS1_2, cipher=TLS_ECDHE_RSA_WITH_AES_256_CBC_SHA384) id 15.20.1471.13 via Frontend Transport; Thu, 10 Jan 2019 23:01:49 +0000
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Received-SPF: None (protection.outlook.com: gfd.guam.gov does not designate permitted sender hosts)
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X-Microsoft-Antispam-Message-Info-Original: rghoTiZi5cxcNyVeGuJkUU48PFGBV2KI08ZoCgwwURNTi+BR5j9k50kJEWQekSgNuk4/
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2MEI9cEzTVanx/Eomqz05VoazusHmESd2QvwPY8HWkZxjWotUo7R8ZjlMpl/Pf8d/Y2N50fAwzXy15quK1C/k+bx+eAqif3WgkNimtZQFB/
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I028geMfHONX11Jf1x89tqoyTlT3kRm/ADD5xk6TexASNHdJFEskIEz69muIwX8cZr4U/MFdv+Q6QV1ttbQDTIMsz21B1dwx4g==;5:
L2YmNuSJV4iP0bHvvi+H509i4d0/91alhpG/ovFwU8KfXIQqa2TKt0jCCna+XvRHXPRDGMdp23mgRtaP+U5xJXFz0/q14KY2JMy/nppe+
aT1MECJ0NjLz7xrD56ZV+0u01V+XUm7jrv6zLKKXog8u66x4HKDzv104C2nfJCDAFFnPBINCvXhyAVASISXsk0N7eLPJ9xvxc3F0LQQW==;7:OPRg4+
16AZH02tQeSL5XsbXD6xa0ni5g/EHIAZ5uW0tssx5W67TI/EV1sFANXwf/nIuHkaqqsopnWmyw+LL19Dd0wY0LPzqxqFuyIbtI4ME1Wm7iSx4pertxSgJm+
R6PqBd2UbsY2SpMIFVvQbwB4+g==

X-ExternalRecipientOutboundConnectors: 28a93a9f-0418-48d0-ac35-90bcffdd1a8c

SpamDiagnosticOutput: 1:99

SpamDiagnosticMetadata: NSPM

X-MS-Exchange-Transport-CrossTenantHeadersStamped: BN7PR05MB5827

X-MS-Exchange-Transport-CrossTenantHeadersStripped: CO1NAM04FT055.eop-NAM04.prod.protection.outlook.com

X-MS-Exchange-Transport-CrossTenantHeadersPromoted: CO1NAM04FT055.eop-NAM04.prod.protection.outlook.com

X-Forefront-Antispam-Report: CIP:104.47.45.55;IPV:NLI;CTRY:;EFV:NLI;

X-Microsoft-Exchange-Diagnostics: 1;CO1NAM04FT055;1:c3zyu15LBheayH+I181lQRazBF8vRXgYZS58LkbyXf+
nlyniTLIFJk52LJEH1503s7I/xw3Uw+Ds8CJdpQUPSpcMcttyokUZgyC/J7HKD7/HTJdXyG+n8/Gck16LT

X-MS-Office365-Filtering-Correlation-Id-Prvs:

eb4267de-8890-4bf6-10cf-08d6774f996a

X-Microsoft-Antispam:

BCL:0;PCL:0;RULEID:(2390118)(7020095)(4652040)(5600109)(710020)(711020)(4605076)(1401299)(8001031)(1421009)(
1405096)(1407096)(1408068)(71702078);SRVR:SN6PR05MB5840;

X-Microsoft-Exchange-Diagnostics:

1;SN6PR05MB5840;3:/dAcdb73DZ6qk8HRDK2TMxuQI3ARvvGdtGgqZ5uHdY8Z1H1B14M01dfHQkw17Q/Q04f/
C381ctH9s5Zxqg89D33N40ZGiYteH+fQAayS65yF3fh/Nj/eyEvEoKMcwSJC1w5n358oPzrXIIBynLrWxYBZ2rrHx1aGmA8Z0eBnkg1/
9qZCaE212uQg4ZFNx81177xpU3dtQc3dp/fjXvxTAILqMfneZhIgoQv1vSEWYLR8P3PFZn+rmiYMINnr/Uc/BmnW6NHA3P4mkjXuUX9QKISDV40j
p3M+Ucj19Y81CqMckS1/muuIa98I6EXUV708Jhrv6XQIwPwQdP/GdAnWU3xo9RTUUC6xV/4EzMz3wiE4p18ziQGU+vX;25:
2ndm5S1GmTVGc8Djh1zsoHwr0WvEbTxiWCzGJ2ypue+2aV1My8VHXgMwDpIHQIAIKP2quGXT7HKkzgzvQ5oTKtYSRqQMc0f60Fq0mXu
5m1e4LFTLRvt14uZmyzZibN/3DfSg7rQd+x0t2suADb7QZ76EtVgE910G37xzI8gl+aW6a2FVwX+WDKJcmxfibazrNkz1zG+eJjZ/
iVTrfbu1hJnONMXTWxjBD7u75+8wVZwt3bJ2aGxFZTxtYBnBetix0zK6GetK+HPVR/XTQ7pqzCFVzefELgLR1w1ExNvPw1f1
LumdvnzaqQomVpi7UUQmSxeiT3ZJnON8NkQ==

Final-Recipient: rfc822;pdeandrea@fedeng.com

Action: failed

Status: 5.1.10

Diagnostic-Code: smtp;550 5.1.10 RESOLVER.ADR.RecipientNotFound; Recipient pdeandrea@fedeng.com not found by SMTP address lookup

----- Forwarded message -----

From: Paul S Rolinski <paul.rolinski@gfd.guam.gov>
To: Robert Kelley <rkelley@guamtech.com>, Jeff Winbourne <JWinbourne@w-llc.com>, "Dirks, Randy" <Randy.Dirks@tylertech.com>, Robert Croft
<robertc@e9.com>, Vincent Munoz <vince.munoz@nextgensys.com>, Gerry Gervais <gerry.gervais@emergensys.net>, Ryan Wineteer
<Ryan.Wineteer@hamiltonel.com>, Tony Parrott <tparrott@solacom.com>, pdeandrea@fedeng.com, zusproposalcenter@zetron.com, Bob Kramer
<BKramer@avtecinc.com>, Tommy Thompson <tthompson@microautomation.com>, jazmin.merriweather@tritech.com, Keri Mallozzi
<kmallozzi@cushingsystems.us>, John Mantanona <jsm@pdsuam.com>, Chamran Kian-CPD230 <Kian.Chamran@motorolasolutions.com>, Cameron
DiVito <cameron.divito@intellitechcorp.com>, "Eleonor B.U. Lujan-Toves" <elujan-toves@docomopacific.com>

Cc:
Bcc:
Date: Fri, 11 Jan 2019 09:02:31 +1000
Subject: Request for Proposals (RFP) GFD-001-2019
Hi my name is Paul Rolinski and I am with the Guam Fire Department. I am contacting you as a potential interested offeror for our re-issued Request for
Proposals for a new Professional Services for the Design, Installation, Operation, and Maintenance of a Next Generation 9-1-1 System and Integrated
Computer Aided Dispatch System contract. If you are interested, please send me an email request for a copy of the RFP. Your company name, business
address, point of contact and phone is required to receive a copy of the RFP. We also have hard copies located at our GFD Headquarters located at

1/11/2019

Guam Fire Department Mail - Request for Proposals (RFP) GFD-001-2019

<BKramer@avtecinc.com>, Tommy Thompson <tthompson@microautomation.com>, jazmin.merriweather@tritech.com, Keri Mallozzi <kmallozzi@cushingsystems.us>, John Mantanona <jsm@pdsguam.com>, Chamran Kian-CPD230 <Kian.Chamran@motorolasolutions.com>, Cameron DiVito <cameron.divito@intellitechcorp.com>, "Eleanor B.U. Lujan-Toves" <elujan-toves@docomopacific.com>
Subject: Request for Proposals (RFP) GFD-001-2019

[Quoted text hidden]

Paul S Rolinski <paul.rolinski@gfd.guam.gov>
To: Jessica Toft <jtoft@guamag.org>

Fri, Jan 11, 2019 at 1:52 PM

Just received this question

Paul Rolinski
**E-911 Emergency Medical Dispatcher Supervisor/
M.I.S - I.T./Radio Communications Officer**
Guam Fire Department
Contact: 787-5470

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[Quoted text hidden]



Paul S Rolinski <paul.rolinski@gfd.guam.gov>

Motorola: Request for FRP Package GFD-001-2019

2 messages

Kian Chamran <kian.chamran@motorolasolutions.com>
To: Paul S Rolinski <paul.rolinski@gfd.guam.gov>

Fri, Jan 11, 2019 at 9:29 AM

Hafa Adai Paul – Motorola Solutions Inc is interested in responding to this RFP (GFD-001-2019) for GFD's NG911 System. If you could please email a copy it would be appreciated.

Company Name: Motorola Solutions Inc

Business Address: 215 Rojas Ste 123, Tamuning, GU 96913

POC: Kian Chamran

Telephone#: 1-671-647-6144

Regards,

Kian

Kian Chamran

Motorola Solutions

O: 671-647-6144

F: 671-647-6130

E: kian.chamran@motorolasolutions.com

**MOTOROLA SOLUTIONS**

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Paul S Rolinski <paul.rolinski@gfd.guam.gov>
To: Kian Chamran <kian.chamran@motorolasolutions.com>

Fri, Jan 11, 2019 at 1:47 PM

Hi and Thank You for your interest in our RFP. Attach you will find a copy of the RFP in PDF format.



Paul S Rolinski <paul.rolinski@gfd.guam.gov>

RFP No. GFD-001-2019 Guam Fire Department Next Generation 911 System and Computer Aided Dispatch System (NG9-1-1 System)

2 messages

Roxanne Quichocho <roxanne.quichocho@gu.g4s.com>
To: paul.rolinski@gfd.guam.gov
Cc: Teresa Sakazaki <teresa.sakazaki@gu.g4s.com>

Fri, Jan 11, 2019 at 10:11 AM

Hafa Adai Mr. Rolinski,
I would like to request a soft copy of RFP No. GFD-001-2019 Guam Fire Department Next Generation 911 System and Computer Aided Dispatch System (NG9-1-1 System).

I look forward to your response.

Wishing you a wonderful day!

Si Yu'us Ma'ase (Thank you),
Roxanne Quichocho
Sales & Marketing Assistant
G4S Security Systems (Guam), Inc.
G4S Secure Solutions (Guam), Inc.
G4S Secure Solutions (CNMI), Inc.
Office: + 671 6462307 Ext.130
Cell: +671 4868230
Fax: +671 6497245
1851 Army Drive, Tamuning, GU 96913
<http://www.gu.g4s.com/>

Your input is important to us. Please take a moment to rate our service.
[Take G4S' Customer Survey](#)

G4S Golden Rules of Safety



OUR VALUES

We are passionate about **INTEGRITY AND RESPECT**

We are passionate about **SAFETY, SECURITY AND SERVICE EXCELLENCE**

We achieve this through **INNOVATION AND TEAMWORK**

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This message has been checked for viruses on behalf of the company.



Paul S Rolinski <paul.rolinski@gfd.guam.gov>

GFD-001-2019

2 messages

Franklin Artero <franklin@pdsguam.com>
To: paul.rolinski@gfd.guam.gov

Fri, Jan 11, 2019 at 10:30 AM

Hafa Adai Mr. Rolinski,

This is to formally request a copy of GFD-001-2019.

Senseramente,

Franklin P. Artero
Account Manager
Pacific Data Systems
121 Robat Street, Suite 101
Maite, GU 96910
Voice: 671-300-0225
Facsimile: 671-300-0265

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Paul S Rolinski <paul.rolinski@gfd.guam.gov>
To: Franklin Artero <franklin@pdsguam.com>

Fri, Jan 11, 2019 at 1:50 PM

Hi and Thank You for your interest in our RFP. Attach you will find a copy of the RFP in PDF format.

Paul Rolinski
**E-911 Emergency Medical Dispatcher Supervisor/
M.I.S - I.T./Radio Communications Officer**
Guam Fire Department
Contact: 787-5470

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Paul S Rolinski <paul.rolinski@gfd.guam.gov>

Email

4 messages

Paul S Rolinski <paul.rolinski@gfd.guam.gov>

Fri, Jan 11, 2019 at 9:22 AM

To: Robert Kelley <rkelly@guamtech.com>, Jeff Winbourne <JWinbourne@w-llc.com>, "Dirks, Randy" <Randy.Dirks@tylertech.com>, Robert Croft <robertc@e9.com>, Vincent Munoz <vince.munoz@nextgensys.com>, Gerry Gervais <gerry.gervais@emergensys.net>, Ryan Wineteer <Ryan.Wineteer@hamiltontel.com>, Tony Parrott <tparrott@solacom.com>, pdeandrea@fedeng.com, zusproposalcenter@zetron.com, Bob Kramer <BKramer@avtecinc.com>, Tommy Thompson <tthompson@microautomation.com>, jazmin.merriweather@tritech.com, Keri Mallozzi <kmallozzi@cushingsystems.us>, John Mantanona <jsm@pdsuam.com>, Chamran Kian-CPD230 <Kian.Chamran@motorolasolutions.com>, Cameron DiVito <cameron.divito@intellitechcorp.com>, "Eleonor B.U. Lujan-Toves" <elujan-toves@docomopacific.com>

For record purposes, please email individually for a digital copy of the RFP. Thank you.

Paul Rolinski
**E-911 Emergency Medical Dispatcher Supervisor/
 M.I.S - I.T./Radio Communications Officer**
 Guam Fire Department
 Contact: 787-5470

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postmaster@fedeng.com <postmaster@fedeng.com>

Fri, Jan 11, 2019 at 9:22 AM

To: paul.rolinski@gfd.guam.gov



Your message to pdeandrea@fedeng.com couldn't be delivered.

pdeandrea wasn't found at fedeng.com.

paul.rolinski
Action Required

Office 365

pdeandrea
 Recipient

Unknown To address

How to Fix It

The address may be misspelled or may not exist. Try one or more of the following:

- Send the message again following these steps: In Outlook, open this non-delivery report (NDR) and choose **Send Again** from the Report ribbon. In Outlook on the web, select this NDR, then select the link "**To send this message again, click here.**" Then delete and retype the entire recipient address. If prompted with an Auto-Complete List suggestion don't select it. After typing the complete address, click **Send**.
- Contact the recipient (by phone, for example) to check that the address exists and is correct.
- The recipient may have set up email forwarding to an incorrect address. Ask them to check that any forwarding they've set up is working correctly.
- Clear the recipient Auto-Complete List in Outlook or Outlook on the web by following the steps in this article: [Fix email delivery](#).

2	1/10/2019 11:22:02 PM	mail-ot1-f43.google.com	SN1NAM04FT032.mail.protection.outlook.com	Microsoft SMTP Server (version=TLS1_2, cipher=TLS_ECDHE_RSA_WITH_AES_256_CBC_SHA)	*
3	1/10/2019 11:22:03 PM	SN1NAM04FT032.eop-NAM04.prod.protection.outlook.com	SN4PR0501CA0137.outlook.office365.com	Microsoft SMTP Server (version=TLS1_2, cipher=TLS_ECDHE_RSA_WITH_AES_256_CBC_SHA384)	1 sec
4	1/10/2019 11:22:03 PM	SN4PR0501CA0137.namprd05.prod.outlook.com	SN6PR05MB5839.namprd05.prod.outlook.com	Microsoft SMTP Server (version=TLS1_2, cipher=TLS_ECDHE_RSA_WITH_AES_256_GCM_SHA384)	*
5	1/10/2019 11:22:05 PM	NAM04-SN1-obe.outbound.protection.outlook.com	SN1NAM04FT049.mail.protection.outlook.com	Microsoft SMTP Server (version=TLS1_2, cipher=TLS_ECDHE_RSA_WITH_AES_256_CBC_SHA384)	2 sec
6	1/10/2019 11:22:07 PM	SN1NAM04FT049.eop-NAM04.prod.protection.outlook.com	SN4PR0501CA0042.outlook.office365.com	Microsoft SMTP Server (version=TLS1_2, cipher=TLS_ECDHE_RSA_WITH_AES_256_CBC_SHA384)	2 sec
7	1/10/2019 11:22:07 PM	SN4PR0501CA0042.namprd05.prod.outlook.com	BYAPR05MB4935.namprd05.prod.outlook.com	Microsoft SMTP Server (version=TLS1_2, cipher=TLS_ECDHE_RSA_WITH_AES_256_GCM_SHA384)	*

Original Message Headers

Received: from SN4PR0501CA0042.namprd05.prod.outlook.com (2603:10b6:803:41::19) by BYAPR05MB4935.namprd05.prod.outlook.com (2603:10b6:a03:43::14) with Microsoft SMTP Server (version=TLS1_2, cipher=TLS_ECDHE_RSA_WITH_AES_256_GCM_SHA384) id 15.20.1516.6; Thu, 10 Jan 2019 23:22:07 +0000

Received: from SN1NAM04FT049.eop-NAM04.prod.protection.outlook.com (2a01:111:f400:7e4c::205) by SN4PR0501CA0042.outlook.office365.com (2603:10b6:803:41::19) with Microsoft SMTP Server (version=TLS1_2, cipher=TLS_ECDHE_RSA_WITH_AES_256_CBC_SHA384) id 15.20.1516.3 via Frontend Transport; Thu, 10 Jan 2019 23:22:07 +0000

Authentication-Results: spf=none (sender IP is 104.47.44.45) smtp.mailfrom=gfd.guam.gov; fedeng.com; dkim=pass (signature was verified) header.d=gfd-guam.gov.20150623.gappssmtp.com;fedeng.com; dmarc=none action=none header.from=gfd.guam.gov;

Received-SPF: None (protection.outlook.com: gfd.guam.gov does not designate permitted sender hosts)

Received: from NAM04-SN1-obe.outbound.protection.outlook.com (104.47.44.45) by SN1NAM04FT049.mail.protection.outlook.com (10.152.89.160) with Microsoft SMTP Server (version=TLS1_2, cipher=TLS_ECDHE_RSA_WITH_AES_256_CBC_SHA384) id 15.20.1471.13 via Frontend Transport; Thu, 10 Jan 2019 23:22:05 +0000

Received: from SN4PR0501CA0137.namprd05.prod.outlook.com (2603:10b6:803:2c::15) by SN6PR05MB5839.namprd05.prod.outlook.com (2603:10b6:805:fa::25) with Microsoft SMTP Server (version=TLS1_2, cipher=TLS_ECDHE_RSA_WITH_AES_256_GCM_SHA384) id 15.20.1516.11; Thu, 10 Jan 2019 23:22:03 +0000

Received: from SN1NAM04FT032.eop-NAM04.prod.protection.outlook.com (2a01:111:f400:7e4c::209) by SN4PR0501CA0137.outlook.office365.com (2603:10b6:803:2c::15) with Microsoft SMTP Server (version=TLS1_2, cipher=TLS_ECDHE_RSA_WITH_AES_256_CBC_SHA384) id 15.20.1516.4 via Frontend Transport; Thu, 10 Jan 2019 23:22:03 +0000

Authentication-Results-Original: spf=none (sender IP is 209.85.210.43) smtp.mailfrom=gfd.guam.gov; fedeng.com; dkim=pass (signature was verified) header.d=gfd-guam.gov.20150623.gappssmtp.com;fedeng.com; dmarc=none action=none header.from=gfd.guam.gov;compauth=pass reason=106

Received-SPF: None (protection.outlook.com: gfd.guam.gov does not designate permitted sender hosts)

Received: from mail-ot1-f43.google.com (209.85.210.43) by SN1NAM04FT032.mail.protection.outlook.com (10.152.88.158) with Microsoft SMTP Server (version=TLS1_2, cipher=TLS_ECDHE_RSA_WITH_AES_256_CBC_SHA) id 15.20.1471.13 via Frontend Transport; Thu, 10 Jan 2019 23:22:02 +0000

Received: by mail-ot1-f43.google.com with SMTP id a11so11542809otr.10 for <pdeandrea@fedeng.com>; Thu, 10 Jan 2019 15:22:02 -0800 (PST)

DKIM-Signature: v=1; a=rsa-sha256; c=relaxed/relaxed; d=gfd-guam.gov.20150623.gappssmtp.com; s=20150623; h=mime-version:from:date:message-id:subject:to; bh=G/+3zig43l7XuBN0M2IuCm7WUWoaBwPnhalXkIVAnIM=; b=MdpaYYIjilbzpnI07k0JWSLX0cMw/iqVH3JAQLD1XuThv3NQLPkHseSyWpJjZtG0Y JTeAbGw0+JvF69/LM2ytBIvq77VpplJ9WhCcCwCsoUicximklWmNzKb4TPhOzxlwv1Wm msy9wW1Jx4Wx43alu1mSjhebbC+odL9uJyD5x8lUXw5f1U/bKkeJhzpKf7kv/0RNaiDo E0016B103818DHgE19KsUv6TETLc67HyoID/n50bmmy0jECN3bLN3dapaI00JJwEAM/ nXbbvSV09hQj1SPopJbdBg5SXX4HRheQjAThSJAaD2yiqG0thOwfZ6pYzxaVYnbyAMhv HmfQ==

X-Google-DKIM-Signature: v=1; a=rsa-sha256; c=relaxed/relaxed;

X-Microsoft-Antispam-Message-Info-Original: xCMiFJZASGdCm73sm8WAa93r1fJ3YnYmpHwrrRXu6JeBz3F7eIu6VFswb+vx0UxfgZ2TiTuBthZyYh9k3MJ85H/du4WwfP9b0uCo9TYWYnjWxDMZSLXGdC89Upm9zpc14d0w7ZGzuExM0Pjvxd+9GnpV0UpJxv2f66eekNSqFR17VT0qNsbNVLJy5HR57236rpy1hXLV9FKRssopiWCUafsxDDCNyHyAemZYjo0LDwo0q55vJE00b9nf06rb/dfmCFQ2purMks0xeAWX5WeGwXpmnLb9lvZS2GE1z8rNmvo57stfwFKTuRxpwtzaTbxPDV9Z+i5i0tw6LZPubH2FV8MG22rFHeffgs4jgBuEa1Q7Xh7mSxVC310d5jaaNCy/XBv30anxJMTjq640Z2Mh7ABlyZt50zvc1i+Cv1+SgFV49XxNon3vzv1WxhHbSsCfdQiyqPk/1UR1hkR6FTRubqJ2YSizLJDW5jE9WzV5JqUzbq2F8yASBZgCaf5G/nkzTTIzLzTnHuoKCSJPuD7ipieJc3/ff4aW3DNYo9aKns0JX3DvCaCu+ddlPaaeycRbXNkewU9pyumNsZWNHov9/sgg8Xhz+EzCRHG5Uuy3Rdx1bNccEholfcQ39i5wGwydP/Bo4PsgwmtazTVSMB5S9o5L3f0rZZLk4LcpCF0Tyd5Q4dXzIpxWg6Eygq4a+6B/r/19gTysv77zjAmLNpctIghCyNoGX8LGOtZERD6XCrIcnBj8vvhXaU6i1kI8B7

X-Microsoft-Exchange-Diagnostics-untrusted: 1;SN6PR05MB5839;6:3sAu7037of60uQwkWf9F1BAH1U1HVc4Es5tvX91kgoKsvvT8UOH3yG8Tb0fh7gPlqDqy0gIdQPxlZu16X3cnz0W7sAjsyw5+94nqm0CgzQLTPnMR/SFvnyFQIJ7H8bTUza70XLp1W1JJUir8gob3588EYfbJ2M2xupsmgqogoy7RTzccoXkZPLQqYIInok0X0zrF86wABkHR/86DzjRbCmsjPZzaIaZWBK61pMYdFxEjMm8Ippq9Hk6dFJKdiWatG1QMueFA23tHENr6Y53Si7jk1TGr/Y7ndPIflU4krsEeU78JU5qQ6BYWnJ114rXulADC+5Fqon0/S91/YA4byoNm2GnB1hkt45rrY2vBv5dCycj3PiGfG8/6TXjqPuD6bxcGR8BvT2dQNT7ZqX6B7VnF0ZhwskT+qud1AJH693NEHZ11E2KOJVo4FmiVypPcc9cXowhGktzMSyHn/Xj0w==;5:p4fJiImIAwuhGQfttXpR5JEm2nbEC8hjgXjQq/RmADhG4630IraCDP8d07LjjallLu8HsLxpd2Ly5NctQK9+F1yoNy1n00csBnY8rt+8y3JdFVa/7DwA7JmFUTHYTKGXkj2knw34MXCe011ZB1m+ko40yhHHYgHILPmXwvk6JPMfYotFEeo05NY4febum6MFUag1DoYsn4PmRz1LdVfG==;7:GQ0hQtJ0vt55Yfgz5sDoVI9DYbm30fSntZ7YiB2LE8w0zQXFqrQIzP5R821NMYsRqHTHVViTcR8p+YfjzX1GdTo99/deGbkXs+EcdZAq6sXHDXX7QRZeYJ0yD3ec8Q4DjR10o+FM8ceJcz1N8TbQ==

X-ExternalRecipientOutboundConnectors: 28a93a9f-0418-48d0-ac35-90bcffdd1a8c

SpamDiagnosticOutput: 1:99

SpamDiagnosticMetadata: NSPM

X-MS-Exchange-Transport-CrossTenantHeadersStamped: SN6PR05MB5839

X-MS-Exchange-Transport-CrossTenantHeadersStripped: SN1NAM04FT049.eop-NAM04.prod.protection.outlook.com

X-MS-Exchange-Transport-CrossTenantHeadersPromoted: SN1NAM04FT049.eop-NAM04.prod.protection.outlook.com

X-Forefront-Antispam-Report: CIP:104.47.44.45;IPV:NLI;CTRY:;EFV:NLI;

X-Microsoft-Exchange-Diagnostics: 1;SN1NAM04FT049;1:EHYzb/A8HUG6I6o8loZobayTWMojNjrjUMhetKKBhhC12/DejSV/EZVpII6FVM6NLSLFprMvd7PjRLT19/67zcSjAFzgiwDK4ao1rMUCOZ3YVK/efLcqmXVxCg5nFU0m

X-MS-Office365-Filtering-Correlation-Id-Prvs: d5e1cac7-5e1e-492a-281d-08d677526d92

X-Microsoft-Antispam: BCL:0;PCL:0;RULEID:(2390118)(7020095)(4652040)(5600109)(710020)(711020)(4605076)(1401299)(8001031)(1421009)(1405096)(1407096)(1408068)(71702078);SRVR:BYAPR05MB4935;

X-Microsoft-Exchange-Diagnostics: 1;BYAPR05MB4935;3:mVqpA1mkNJVNLnu/qprIiMURCeGulh871qYU82TWQdHXc19DKAL2eXRCrN/5ABPjdZfPrWuf+BSiDLz3fk1MLxq1LCc6zPeIlVY5Z9U5kMsbxCPyntp6qBp5wL4qaDy6phz0NNbecywh3gZXUaf7rQ8mBs2oUivc7TRQF5sJVEp1g3nkM8k2PmWoDwUjBgeWk+pnzZPsU5KWhjp1Lszsb0Ji3Nthcx30pnEQtqVpzI8o7UCziccAPE7+LgGpQJusHzr10FdkibMhaDCNMQGzqaNzpaH1nd4cLoanhvJ0aK+GFNUHIikusg06wjqDm3Zm16i3d0lNB8zTW56rmwZxtTtwi9sE1miQ50CAEx2ttVgZwDaYbrLsYq0x9Ts;25:W0vikJZNFt9tk4y4ZF7H7u40km1ftZh00qP8U5oUu3WzRjKaQEXNdSzh+wTQsyE0Tci5mfJusQc+X/5d5s/tBPHnHhH+4wZKngy6QmePbsExThroN0LPi9W1bk0DeH7vqh5fY0w3KKn0918G+kaPrQwBNDJ6kNDB7x2bPltjBLFL1Lx0Ey20UTmTofeh51P5YaRxc3c1snsdDQpMc5MmvMSUUnct8zPM8Gj/R7rS9JJOCnCdUJWwNojG6STXXsuaXUfCzUAZR6YfXzcBhFnYJ8Wb2Xz9gBpZ5enSURXb8Xx9k3WmX+xwTfrNq06+4hY420DQ8zBq4VDesWpfiizgkQ==

Final-Recipient: rfc822:pdeandrea@fedeng.com

Action: failed

Status: 5.1.10

Diagnostic-Code: smtp;550 5.1.10 RESOLVER.ADR.RecipientNotFound; Recipient pdeandrea@fedeng.com not found by SMTP address lookup

----- Forwarded message -----

From: Paul S Rolinski <paul.rolinski@gfd.guam.gov>

To: Robert Kelley <rkelley@guamtech.com>, Jeff Winbourne <JWinbourne@w-llc.com>, "Dirks, Randy" <Randy.Dirks@tylertech.com>, Robert Croft <robertc@e9.com>, Vincent Munoz <vince.munoz@nextgensys.com>, Gerry Gervais <gerry.gervais@emergensys.net>, Ryan Wineteer <Ryan.Wineteer@hamiltonel.com>, Tony Parrott <tparrott@solacom.com>, pdeandrea@fedeng.com, zusproposalscenter@zetron.com, Bob Kramer <BKramer@avtecinc.com>, Tommy Thompson <tthompson@microautomation.com>, jazmin.merriweather@tritech.com, Keri Mallozzi <kmallozzi@cushingsystems.us>, John Mantanona <jsm@pdsguam.com>, Chamran Kian-CPD230 <Kian.Chamran@motorolasolutions.com>, Cameron DiVito <cameron.divito@intellitechcorp.com>, "Eleonor B.U. Lujan-Toves" <elujan-toves@docomopacific.com>

Cc:

Bcc:

Date: Fri, 11 Jan 2019 09:22:47 +1000

Subject: Email

For record purposes, please email individually for a digital copy of the RFP. Thank you.

Paul Rolinski
E-911 Emergency Medical Dispatcher Supervisor/
M.I.S - I.T./Radio Communications Officer
Guam Fire Department
Contact: 787-5470

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Vince Munoz <vince.munoz@nextgensys.com>
 To: Paul S Rolinski <paul.rolinski@gfd.guam.gov>

Fri, Jan 11, 2019 at 9:58 AM

Attendance Sheet
 Meeting between Guam Fire Department and the Office of Technology
 Government of Guam
 NG 9-1-1 RFP

Date: August 25, 2017
 Time: 8:30am – 10am
 Place: OTECH Conference Room – 2nd Floor
 211 Aspinal Drive in Hagatna

	DEPARTMENT	NAME	POSITION TITLE	PHONE	EMAIL ADDRESS	
1.	OTECH	Frank LG Lujan Jr	CTO	635-4500	frank.lujan@otech.guam.gov	
2.	GFD	Joey San Nicolas	Fire Chief	642-3321	joey.sannicolas@gfd.guam.gov	
3.	OTECH	Joey Manibusan	Data Processing Manager	475-1113	joseph.manibusan@otech.guam.gov	
4.	GFD	Michael Uncangco	Assistant Fire Chief	649-8805	michael.uncangco@gfd.guam.gov	
5.	GFD	Paul Rolinski	Comms Officer / MIS	642-3321	paul.rolinski@gfd.guam.gov	
6.	OTECH	Bea A Santos	Systems & Programming Administrator	635-4501	bea.santos@otech.guam.gov	
7.	OTECH	Mary Mendiola	Computer Systems Analyst II	488-6524	mary.mendiola@otech.guam.gov	

COMMUNICATIONS LOG

Title: Request for Proposal – Next Generation 9-1-1 Services (GFD RFP 0022018)

Date	Time	Entered by	Initials	Item/Reference	Parties	Topic/Subject/Comment	Binder Tab #

Physical Record Keeper:

Page ___ of ___



Subject: Guam NG911 Procurement

Message

From: Daniel Stone <daniel.stone@gfd.guam.gov>
To: Paul S Rolinski <paul.rolinski@gfd.guam.gov>

Wed, Apr 3, 2019 at 12:20 PM

Hafa Adai Paul,

Please see email thread below from Mr. Haig Huynh, legal counsel for the Governor's Office.

There should also be his attached letter from Mr. Robert Kelley and I will need for you to print the e-mail and attached letter and catalog this communication in the RFP binder for the NG911 for official record.

Should you have any questions or concerns please let me know.

Respectfully,
Chief

DANIEL STONE
Fire Chief
Guam Fire Department

----- Forwarded message -----

From: **Haig Huynh** <haig.huynh@guam.gov>
Date: Tue, Apr 2, 2019, 21:33
Subject: Guam NG911 Procurement
To: Daniel Stone <daniel.stone@gfd.guam.gov>
Tony Babauta <tony.babauta@guam.gov>, Sophia Diaz <sophia.diaz@guam.gov>

Chief Stone,

Our Chief of Staff, Tony Babauta, recently received correspondence from Robert Kelley regarding the NG911 procurement. Through the contents of this letter, we understand that Mr. Kelley is involved either directly or indirectly as a bidder.

5 GCA 5249 (b) requires "a log of all communications between government employees and any member of the public, potential bidder, vendor or manufacturer which is in any way related to the procurement."

I reserve any comment regarding the appropriateness of the attached letter, but I do believe it warrants documentation. Please consult with the Assistant Attorney General assigned to this procurement for advice on how to proceed. Please also note that Chief of Staff Babauta did not participate in the conversation nor did he engage in any other communication regarding this procurement. This was a unilateral one-sided communication initiated by Mr. Kelley.

HTH

Senseremente,

Haig T. Huynh


Legal Counsel

Office of the Governor of Guam

Ricardo J. Bordallo Governor's Complex

Adelup, Guam

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 **Guam NG911 System.pdf**
139K

During the campaign, I met several times with the campaign leaders to discuss NG 911 issues.

I pointed out that we needed to think differently then having GFD go out for a bid for a system to be housed in a local Public Safety Answering Point. I was providing information to be used for a new approach for the Guam Public Safety Answering Point.

After the General Election, GFD put out an RFP for a NG911 solution. I was concerned about the RFP because it seemed to favor a single vendor in how it was written.

This RFP was withdrawn. However several days after the new administration assumed office, GFD again put out basically the same RFP. I did bring it to the attention of the Lt Governor and General Counsel Haig Huynh. I was called by Mr. Huynh and asked not to keep informing the Governor's office about my concerns regarding NG911 RFP. Out of respect for the administration I immediately ceased the communications. At that time, my only affiliation was with the National Emergency Numbering Association (NENA). I was hoping to be able to work as an advisor in communications (including public safety) with the new administration but as time went on it became apparent that this was not going to happen at this time.

In mid January I was approached by John Limtiaco to work with a group to respond to the GFD RFP. I held off committing to the group because I was still hoping to be an advisor to the administration as the only certified Emergency Numbering Professional (ENP) on Guam. However after waiting without any movement for me to join with the Government of Guam I agreed on Feb 9 that I would assist the group Mr Limtiaco was working with which includes Isla Pacific Telecommunications Inc., Guam Based Prime Contractor (whom I am now assisting), NGA911 LLC, Carbyne Inc, SOMA Global, LLC: and Teleguam Holdings, Inc. Guam's local incumbent telephone company. I informed Mr. Huynh just prior to accepting the offer to assist the group.

Even though I was assisting the group, I still felt the RFP was not including the flexibility to get the best value and performance for Guam's citizens. It is a bit complicated and I can explain in the future the issues and concerns if desired.

Last Friday we were informed that our group was the "Second Ranked Offeror". I do not know how many teams were considered qualified but it would seem there are at least 2.

Although in the past, before I joined the team I am with, I was recommending cancelling and having a new RFP with the current administration's input including some of the new developments in NG911.. that is not my current request. However I would support that action if taken.

What I do want to see happen however is for the qualified bidders to be requested to provide a demonstration of their products in Guam to the selection team prior to the final selection. It is only through a demonstration and hands on evaluation that the strengths and weaknesses of each system can be determined and ranked. The demonstration should demonstrate all NG911 features (device-based location, video streaming from the caller, and two-way chat capabilities) actually working, not just promising to develop something in the future.

Our proposed solution is cloud based while the RFP was geared more toward a local physical presence. The Cloud based will fully support ESINet, Call Taking, CAD, Mobile, RMS – all in the cloud. Due to the geography of Guam being susceptible to natural disasters, they need to fully understand the benefits and resiliency of a true cloud based solution. Because we intend to use Amazon Web Services (AWS), Amazon has indicated they would be willing to provide some subsidies as a demonstration project for this region.

Thank you!

Bob Kelley

ENP



Paul S Rolinski <paul.rolinski@gfd.guam.gov>

GFD RFP #001-2019

messages

Paul S Rolinski <paul.rolinski@gfd.guam.gov>
o: John Limtiaco <jlimtiaco@pacificunlimitedguam.com>

Fri, Mar 29, 2019 at 11:16 AM

Please find the following attachments to this email;

Letter to Second Ranked Offeror

Paul Rolinski
**E-911 Emergency Medical Dispatcher Supervisor/
M.I.S - I.T./Radio Communications Officer**
Guam Fire Department
Contact: 787-5470

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 **Letter to Second Ranked Offeror.pdf**
34K

John Limtiaco <jlimtiaco@pacificunlimitedguam.com>
o: Paul S Rolinski <paul.rolinski@gfd.guam.gov>

Fri, Mar 29, 2019 at 4:36 PM


Dear Mr. Rolinski,

Now that you have announced our ranking are the list of bidders and ranking now public information? If yes, I would like to request this info.

Sincerely,

John Limtiaco

[Quoted text hidden]



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[Quoted text hidden]

Paul S Rolinski <paul.rolinski@gfd.guam.gov>
To: John Limtiaco <jlimtiaco@pacificunlimitedguam.com>

Wed, Apr 3, 2019 at 2:54 PM

GFD cannot provide this information at this time. The Registry of Proposals and the rankings of all Offerors remain confidential until a Notice of Award is issued for the RFP. Although you have received a communication informing you of your ranking, this information has only been provided to you, and is not public information at this time.

Paul Rolinski
**E-911 Emergency Medical Dispatcher Supervisor/
M.I.S - I.T./Radio Communications Officer**
Guam Fire Department
Contact: 787-5470

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[Quoted text hidden]



Paul S Rolinski <paul.rolinski@gfd.guam.gov>

GFD RFP 001-2019

Image

Paul S Rolinski <paul.rolinski@gfd.guam.gov>
cc: jlimtiaco@pacificunlimitedguam.com

Wed, Mar 20, 2019 at 8:15 AM

We have opened proposals for RFP GFD-001-2019, and in reviewing the proposal documents, we found that your proposal is missing the "Current U.S. Department of Labor Wage and Benefit Determination (SCA)" document. This document is required to be submitted with each proposal. For your reference, this document is located in the RFP at Section XI. Please submit 1 original and 5 copies of this document in a sealed, envelope marked "Modification to Proposal for RFP GFD-001-2019" and also marked with your company's name, no later than close of businesses day Friday March 22, 2019, in order to complete your proposal. The failure to timely submit this document may result in the rejection of the proposal. Thank you for your interest in RFP GFD-001-2019.

Paul Rolinski
**E-911 Emergency Medical Dispatcher Supervisor/
M.I.S - I.T./Radio Communications Officer**
Guam Fire Department
Contact: 787-5470

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Paul S Rolinski <paul.rolinski@gfd.guam.gov>

3 PROPOSAL DELIVERY

3 messages

Wilson, Todd A <tw9324@att.com>
To: Paul S Rolinski <paul.rolinski@gfd.guam.gov>

Thu, Feb 28, 2019 at 10:26 AM

Good morning Mr. Rolinski,

I was hoping to verify that you have received AT&T's Proposal Package for the revised GFD solicitation. I have a Fedex delivery receipt that was signed by S. Cruz on 2/27/19 at 12:16 p.m. at your location.

I would appreciate any information you can provide. Thank you very much. TW

Todd Wilson

Associate Director, Program Management

AT&T Government Solutions, Inc.

1650 Hotel Circle North, Suite 100

San Diego, CA 92108

619-209-4606 (office)

619-203-4823 (cell)

619-683-3917 (fax)

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Paul S Rolinski <paul.rolinski@gfd.guam.gov>
To: Jessica Toft <jtoft@guamag.org>

Thu, Feb 28, 2019 at 10:42 AM

any files to us or to verify it has been deleted from your system.

[Quoted text hidden]

Paul Rolinski <paul.rolinski@gfd.guam.gov>
To: "Wilson, Todd A" <tw9324@att.com>

Thu, Feb 28, 2019 at 3:10 PM

This email is confirming that GFD did receive your package.

Paul Rolinski
**E-911 Emergency Medical Dispatcher Supervisor/
M.I.S - I.T./Radio Communications Officer**
Guam Fire Department
Contact: 787-5470

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[Quoted text hidden]

Wilson, Todd A <tw9324@att.com>
To: Paul S Rolinski <paul.rolinski@gfd.guam.gov>

Thu, Feb 28, 2019 at 3:23 PM

Thanks very much, sir. TW

Sent from my iPhone

[Quoted text hidden]



Paul S Rolinski <paul.rolinski@gfd.guam.gov>

NG-9-1-1 Data Preparedness

3 messages

Fioranelli, Drew <Drew.Fioranelli@mbakerintl.com>
 To: "paul.rolinski@gfd.guam.gov" <paul.rolinski@gfd.guam.gov>
 Cc: "Granlund, Luke" <Luke.Granlund@mbakerintl.com>

Wed, Feb 20, 2019 at 11:25 PM

Good morning Mr. Rolinski,

I was forwarded your NG9-1-1 RFP in hopes that my organization might have something to offer Guam according to the terms of the RFP. Unfortunately, as the RFP is written, I do not think we can help with the integrated CAD system, but I noticed you there was no mention of GIS data or data readiness in your RFP. If you do not mind, I'd like to reach out and connect with you to talk about GIS data and some of the services (some Free) that we provide at Michael Baker International's DATAMARK team in helping organizations prepare their data for NG9-1-1 integration. If you are available this week, I'd like to schedule a phone conversation to learn more about the efforts in Guam and what we may be able to do to assist.

Thank you for your time,

Drew Fioranelli | Public Safety GIS Expert | Michael Baker International
 1306 Concourse Drive, Suite 500 | Linthicum, MD 21090 | [M] 540.661.9307
 drew.fioranelli@mbakerintl.com | <http://www.datamarkgis.com/>

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 **Datamark-Beyond-the-98.pdf**
 1261K

Paul S Rolinski <paul.rolinski@gfd.guam.gov>
 To: Jessica Toft <jtoft@guamag.org>

Thu, Feb 21, 2019 at 11:22 AM

Hi hope ur days is going well!!! Just got this email.

Paul Rolinski
 E-911 Emergency Medical Dispatcher Supervisor/
 M.I.S - I.T./Radio Communications Officer



Paul S Rolinski <paul.rolinski@gfd.guam.gov>

GFD RFP #001-2019

1 message

Paul S Rolinski <paul.rolinski@gfd.guam.gov>
To: Drew.Fioranelli@mbakerintl.com

Fri, Feb 22, 2019 at 12:01 PM

Thank you for your interest, but The GFD is declining your offer.

Paul Rolinski
**E-911 Emergency Medical Dispatcher Supervisor/
M.I.S - I.T./Radio Communications Officer**
Guam Fire Department
Contact: 787-5470

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Paul S Rolinski <paul.rolinski@gfd.guam.gov>

GFD RFP 001-2019

6 messages

Paul S Rolinski <paul.rolinski@gfd.guam.gov>
 To: jlimtiaco@pacificunlimitedguam.com

Thu, Feb 14, 2019 at 2:22 PM

Thank you for your interest in RFP #GFD-001-2019. GFD declines your request for an extension of the Proposal submission deadline of March 1, 2019. No extension of the Proposal deadline is warranted based on the reasons stated in your request. Cost or pricing data are not required to be submitted with any Offeror's Proposal. Subcontracts are also not required to be submitted with any Offeror's Proposal. These items should not be submitted with the Proposal, and they are not due on March 1, 2019. In addition, this request was not properly or timely submitted pursuant to the terms of the RFP. Please follow the instructions in the RFP for all questions and communications.

Paul Rolinski
**E-911 Emergency Medical Dispatcher Supervisor/
 M.I.S - I.T./Radio Communications Officer**
Guam Fire Department
Contact: 787-5470

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John Limtiaco <jlimtiaco@pacificunlimitedguam.com>
 To: Paul S Rolinski <paul.rolinski@gfd.guam.gov>

Sat, Feb 23, 2019 at 9:53 PM

Dear Mr. Rolinski,

Our staff is working through the week to finish our proposal to GFD but has faced challenges due to the loss of power and internet due to typhoon Wutip. In light of the storm and the loss of both power and internet to our office and homes starting on Friday and possibly through Sunday. I would like to request a 3 calendar day extension to the bid due date.

The unavailability of both power and internet due to the storm places a disadvantage to businesses located on Guam to meet the bid due date timely. Your approval of this request is appreciated.

Sincerely
 John A. Limtiaco

Get Outlook for Android

[Quoted text hidden]

Paul S Rolinski <paul.rolinski@gfd.guam.gov>

Mon, Feb 25, 2019 at 7:36 AM



Paul S Rolinski <paul.rolinski@gfd.guam.gov>

GFD RFP #001-2019

1 message

Paul S Rolinski <paul.rolinski@gfd.guam.gov>
To: jlimtiaco@pacificunlimitedguam.com

Tue, Feb 26, 2019 at 5:07 PM

Thank you for your interest in RFP #GFD-001-2019. GFD respectfully declines your request for an extension of the Proposal submission deadline of March 1, 2019.



Paul S Rolinski <paul.rolinski@gfd.guam.gov>

Award Information

4 messages

Tarah Reed <treed@erepublic.com>
Reply-To: Tarah Reed <treed@erepublic.com>
To: "paul.rolinski@gfd.guam.gov" <paul.rolinski@gfd.guam.gov>

Thu, Apr 4, 2019 at 4:01 AM

Hello,

Can you please send me the Award Documents (bid tabulation, award letter) and the proposal response by the winning vendor for the following bid(s)?

Name: Professional Next Generation 9-1-1 and Integrated CAD System Design, Installation and Maintenance Services
Bid Number: NG9-1-1
Due Date: 2018-10-26T07:00:00Z

Or just the following award information if the document is not available or a fee is required for obtaining the document?

Awarded to:
Awarded date:
Awarded amount:

Thank you for your time!

Sincerely,

Tarah Reed
Navigator Specialist Team Leader
e.Republic
100 Blue Ravine Rd.
Folsom, CA 95630
www.governmentnavigator.com
916-932-1340

This email was sent to paul.rolinski@gfd.guam.gov.

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Paul S Rolinski <paul.rolinski@gfd.guam.gov>
To: Jessica Toft <jtoft@guamag.org>

Thu, Apr 4, 2019 at 8:01 AM

This is new, never heard of this person before. Should i send them the same thing I sent to Isla Pacific?

Paul Rolinski
**E-911 Emergency Medical Dispatcher Supervisor/
M.I.S - I.T./Radio Communications Officer
Guam Fire Department**

Contact: 787-5470

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[Quoted text hidden]



Paul S Rolinski <paul.rolinski@gfd.guam.gov>

AT&T GUAM VISIT SCHEDULE

4 messages

Wilson, Todd A <tw9324@att.com>
To: Paul S Rolinski <paul.rolinski@gfd.guam.gov>

Thu, Apr 11, 2019 at 9:43 AM

Hafa Adai Mr. Rolinski,

Thanks very much for talking with me today. The AT&T 911 team will be in Guam from 5 May through 16 May.

At your convenience during this period, we would very much appreciate the ability to have face-to-face discussions in order to clearly define the GFD's requirements so that we can refine our cost proposal formally, as a follow-up to the ROM pricing we previously forwarded. We would also appreciate the ability to conduct a site survey of the PSAP, associated equipment, and infrastructure.

As I indicated to you, we will be in Guam conducting a hardware refresh for the Joint Region Marianas 911-RMS platform, so I will be accompanied by our team's Chief Architect as well as one of our most senior 911 engineers.

I speak for the entire team in saying that we really are excited to be in a position to upgrade the GFD PSAP, and we all sincerely want to do so in the most cost effective and efficient manner possible. Talking to GFD principals and executing a site survey will greatly aid our ability to refine the ROM.

Please confirm when you would like to meet, and I will coordinate accordingly on our side. Thanks very much.

TW

Todd Wilson

Associate Director, Program Management

AT&T Government Solutions, Inc.

1650 Hotel Circle North, Suite 100

San Diego, CA 92108

619-209-4606 (office)

619-203-4823 (cell)

619-683-3917 (fax)

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Paul S Rolinski <paul.rolinski@gfd.guam.gov>
To: "Wilson, Todd A" <tw9324@att.com>

Mon, Apr 15, 2019 at 7:55 AM

Hi Todd, We are looking at Monday the 6th at 1000 am here at GFD HQ. does that date work for you?

Paul Rolinski
**E-911 Emergency Medical Dispatcher Supervisor/
M.I.S - I.T./Radio Communications Officer**
Guam Fire Department
Contact: 787-5470

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[Quoted text hidden]

Wilson, Todd A <tw9324@att.com>
To: Paul S Rolinski <paul.rolinski@gfd.guam.gov>

Mon, Apr 15, 2019 at 11:27 AM

Yes, sir, we can. Thank you. TW

Todd Wilson

Associate Director, Program Management

AT&T Government Solutions, Inc.

1650 Hotel Circle North, Suite 100

San Diego, CA 92108

619-209-4606 (office)

619-203-4823 (cell)

619-683-3917 (fax)

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[Quoted text hidden]

Paul S Rolinski <paul.rolinski@gfd.guam.gov>

Mon, Apr 15, 2019 at 12:07 PM

To: "Wilson, Todd A" <tw9324@att.com>

Thank you for providing AT&T's Price Proposal for RFP GFD-001-2019. However, GFD has not yet received AT&T's cost and pricing data. These data were required to be submitted or prior to April 5, 2019. These data must be provided prior to negotiations, pursuant to Guam's Procurement Law and Guam's Procurement Rules and Regulations, and they must be contained in the Procurement Record for this RFP in order to complete the record.

In case there is any confusion as to the content of these data, please find the following information regarding cost or pricing data: Cost or pricing data is required for this solicitation pursuant to 2 GAR, Div. 4 § 3114(k): "Submission of Cost or Pricing Data. The offeror determined to be best qualified shall be required to submit cost or pricing data to the head of the agency conducting the procurement at a time specified prior to the commencement of negotiations in accordance with §3118 (Cost or Pricing Data) of these Regulations."

Pursuant to 2 GARR, Div. 4 § 3101(3), "Cost Data are information concerning the actual costs of labor, material, overhead, and other cost elements which have been actually incurred or which are expected to be incurred by the contractor in performing the contract."

Pursuant to 2 GARR, Div. 4 § 3101(7), "Price Data are factual information concerning prices, including profit, for supplies, services, or construction substantially similar to those being procured. In this definition, prices refer to offered or proposed selling prices, historical selling prices, and current selling prices of such items. This definition refers to data relevant to both prime and subcontract prices." These data consist of historical contract prices charged to other clients for similar projects.

"Cost Analysis is the evaluation of cost data for the purpose of arriving at costs actually incurred or estimates of costs to be incurred, prices to be paid, and costs to be reimbursed." 2 GAR, Div. 4 § 3101(2).

The failure or refusal to submit these data may result in the disqualification of AT&T for this contract pursuant to Guam's Procurement Law, so please submit the data for our complete procurement record prior to negotiations. Please submit the required data as soon as possible. If you have any questions about these data or this requirement, please e-mail me, and I will try to help answer your questions.

Thank you for your cooperation,

Paul Rolinski
**E-911 Emergency Medical Dispatcher Supervisor/
M.I.S - I.T./Radio Communications Officer**
Guam Fire Department
Contact: 787-5470

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[Quoted text hidden]



DIPATTAMENTON GUAFI GUAHAN GUAM FIRE DEPARTMENT

Professionalism * Respect * Integrity * Dedication * Empathy



Lourdes A. Leon Guerrero
Maga'hága

Joshua F. Tenorio
Sigundo Maga'láhi

Daniel C. Stone
Atkâden Guafi

Joey C. San Nicolas
Sigundo Atkâden Guafi

June 10, 2019

Andrew Merrill
Regional Sales Manager
Carbyne
Delivered via e-mail to: andrewm@carbyne911.com

Re: Improper Communications

Hafa Adai Mr. Merrill,

Thank you for your interest in Request for Proposals #GFD-001-2019 (RFP). However, this response serves as your second warning concerning your improper communications with the Guam Fire Department (GFD) during this RFP process. GFD has already warned you that continued communications may disqualify your company from consideration for this RFP. Please cease and desist all improper communications with GFD.

On May 15, 2019, you sent an e-mail communication to Kevin Reilly of GFD. GFD responded on May 16, 2019, by e-mail and informed you that your communication was improper according to Guam's Procurement Law and the terms and conditions of the RFP. GFD asked you to please follow the proper communication channels and direct all communications to GFD's Single Point of Contact for the RFP, Paul Rolinski.

However, you have once again contacted other personnel at GFD by sending an e-mail to GFD Deputy Chief Joey San Nicolas on June 3, 2019, requesting a meeting with the Deputy Chief "for 15 to 30 minutes of [his] time to share our solution, c-Lite." GFD must reiterate that your request to have discussions and/or any meeting with Deputy Chief San Nicolas concerning an offer of 9-1-1 system solutions is prohibited.

Again, your communications concerning this RFP and the RFP proposals are improperly and untimely submitted pursuant to the terms of the RFP. All Offerors, vendors, or persons are required to follow the instructions in the RFP regarding the submission of all questions and communications.

Please see RFP Section I, p. 9, Questions/Communications of Offerors Prior to Proposal Submission and Single Point of Contact: "Any communication initiated by an Offeror other than a timely submission of permitted pre-proposal questions: 1) shall contain a citation to the Guam code section or Guam procurement regulation that authorizes the communication; 2) shall be





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Lourdes A. Leon Guerrero
Maga'hága

Daniel C. Stone
Atkâden Guáfi

Joshua F. Tenorio
Sigundo Maga'lâhi

Joey C. San Nicolas
Sigundo Atkâden Guáfi

submitted in writing; and 3) shall only be communicated to the above-designated Single Point of Contact. GFD is not required to respond to any communication that does not comply with the requirements of this paragraph, or any communication that is untimely." (emphasis added).

The Single Point of Contact for this RFP is Paul Rolinski. All communications concerning this RFP and the Next Generation 9-1-1 system to be purchased are required to be submitted to the Single Point of Contact. It is improper for you to communicate with any other person within the government of Guam concerning the RFP. Please see RFP Section I, p. 9, Other Communications: "Direct or indirect contact or communication concerning this RFP with any other GFD employees, other employees or representatives of the government of Guam who are participating in the solicitation process, or any other person participating in the solicitation process is strictly prohibited at all times during the solicitation process and prior to award of the contract...." (emphasis in original).

This contract has not yet been awarded. Therefore, at this time, you may not have discussions or communications with anyone at GFD concerning the RFP, except as permitted under the terms and conditions of the RFP and Guam's Procurement Law. Please cease and desist any communications with anyone in the government of Guam concerning this RFP, and please direct all communications or questions to Paul Rolinski.

Further, your statements concerning the RFP Scope of Services and whether your company is "the only one offering this life saving technology" are also untimely and prohibited at this time. RFP Section I, p. 9, Questions/Communications of Offerors Prior to Proposal Submission and Single Point of Contact. If you or your company had any statements, questions, or concerns about the contents of the RFP or the technological aspects of the RFP, you and/or your company were required to submit these statements and questions prior to the submission date for questions and the proposal submission date. The proposal submission date has passed, and it is now too late for you or your company to raise such concerns.

Finally, GFD would like to note that your offers to provide services as contained in your e-mails of May 16, 2019 and June 3, 2019 are inappropriate and prohibited at this time. Your company is a vendor/subcontractor for an Offeror who submitted a Proposal to this RFP, and all information concerning your system capabilities and services was required to be provided in that Proposal. It is prohibited for you to continue to provide offers for services to GFD after the deadline for the submission of the Proposals.

Your Offeror's Proposal has received a ranking at this time, and that company still maintains that ranking. If the Offeror is selected for negotiations for the proposed contract, the Offeror will receive notice and a request to commence negotiations. No purchase of any NextGen 9-1-1 System has yet occurred. No award has yet been made for RFP #GFD-001-2019, and no contract has been executed. If and when an award is made for this solicitation, the Offeror will receive notice of the award in accordance with Guam's Procurement Law. All information regarding proposals and the





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Lourdes A. Leon Guerrero
Maga'hága

Daniel C. Stone
Atkáden Guáfi

Joshua F. Tenorio
Sigundo Maga'láhi

Joey C. San Nicolas
Sigundo Atkáden Guáfi

evaluation of those proposals is confidential and cannot be disclosed until an award is made. 2
GAR, Div. 4, Section 3114(i)(2).

Again, GFD asks that you please strictly follow the requirements of the RFP and Guam's Procurement Law for any issues, statements, or concerns that you and/or your company may have. It is imperative that you and/or your company cease and desist all improper communications with GFD at this time, or risk disqualification for consideration for the award.

Sincerely,


Daniel C. Stone
Fire Chief



any attachments. If you are not the intended recipient, you are hereby notified that any use, dissemination, copying, or storage of this message or its attachments is strictly prohibited.

From: Jessica Toft <jtoft@oagguam.org>
Sent: Thursday, November 5, 2020 12:12
To: paul.rolinski
Subject: Re: Guam Checking In

Hey Paul,
Make sure you print this form and put it in the procurement record!
Also, I need to schedule a time to come in to your office and review the record, either tomorrow, or next week Monday or Tuesday.
Let me know what works for you,

Jessica Toft
Assistant Attorney General

Office of the Attorney General
Solicitor Division
590 S. Marine Corps Drive, Suite 802
Tamuning, Guam 96913
Tel: 475-3324 ext. 3033

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On Thu, Nov 5, 2020 at 8:18 AM Lohier, Jean M <jean.lohier@att.com> wrote:

Good Evening Jessica!

Hope all is well. Per your request, please find attached the completed signed Certification Form for your convenience.

Sincerely,

Jean M. Lohier, CPCM, CFCM, NCMA Fellow
Sr. Contracts Manager
703-462-3103

From: Jessica Toft <jtoft@oagguam.org>
Date: November 2, 2020 at 7:04:28 PM PST
To: "Wilson, Todd A" <tw9324@att.com>, joey.sannicolas@gfd.guam.gov,

daniel.stone@gfd.guam.gov

Subject: Re: Checking In

Hi Todd,

From what I understand, GFD is getting the funds transferred and certified. I am not sure how long this process will take.

However, in the meantime, AT&T is required to fill out and return the "Certification of Cost or Pricing Data" required by Guam's Procurement Rules and Regulations. This document is due AFTER successful negotiations with the successful offeror, essentially at the time of contracting. I realized that AT&T previously filled this form out and dated it as of April of 2019; but it was not due at that time and it was submitted too early, in error, and prior to any agreement on price. The Certification clearly states that it must be submitted AFTER the price and contract terms are agreed to by the parties, see notes 2 and 3 on the form. In order to ensure that the certification is correct in the record, please submit a new Certification with a current date. If you do not still have a copy of this form, please find it attached for your convenience.

Thank you,

Jessica Toft
Assistant Attorney General

Office of the Attorney General

Solicitor Division
590 S. Marine Corps Drive, Suite 802
Tamuning, Guam 96913
Tel: 475-3324 ext. 3033

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On Tue, Nov 3, 2020 at 7:15 AM Wilson, Todd A <tw9324@att.com> wrote:

Hafa Adai Jessica,

Just sending you a health and sanity check, and asking for any updates.

Hope you and family are doing well. Thanks. TW

Todd Wilson

Associate Director, Program Management

AT&T Government Solutions, Inc.

1650 Hotel Circle North, Suite 100

San Diego, CA 92108

619-209-4606 (office)

619-203-4823 (cell)

619-683-3917 (fax)

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From: Jessica Toft <jtoft@oagguam.org>

Sent: Wednesday, October 14, 2020 10:30 PM

To: Wilson, Todd A <tw9324@att.com>

Subject: Re: Checking In

Hello Todd,

I don't have any updates. At some point, the file will be routed to my office, and then I will let you know when I receive it.

Sincerely,

Jessica Toft
Assistant Attorney General

Office of the Attorney General

Solicitor Division
590 S. Marine Corps Drive, Suite 802
Tamuning, Guam 96913
Tel: 475-3324 ext. 3033

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On Wed, Aug 19, 2020 at 12:54 PM Wilson, Todd A <tw9324@att.com> wrote:

Hafa Adai,

Just wanted to see if you need anything on my end regarding the contract revision efforts.

Please be sure to let me know if I can do anything to help.

I was sorry to hear about the Governor and Lieutenant Governor coming down with the virus. Scary stuff.

Hope you are well. Thanks. TW.

Sent from my iPhone

RE: DRAFT CONTRACT REDLINES

Wilson, Todd A <tw9324@att.com>

Tue 8/11/2020 05:14

To: Jessica Toft <jtoft@oagguam.org>;

Cc: daniel.stone <daniel.stone@GFD.guam.gov>; paul.rolinski <paul.rolinski@GFD.guam.gov>; Lijewski, Katie T <kl0700@att.com>;
Martin, Francis X <fm2012@att.com>;

Hafa Adai Jessica,

I trust your review of the redline is progressing. I tried calling you directly about it last week, but the voicemail was full at AG's office. I'm sure you are busy working with the remote COVID restraints, as we are here.

I really just wanted to convey that we are standing by to finalize the contract terms and conditions at your convenience, and we are amenable to traveling to Guam to finish things up there. I thought it important that I confirmed our commitment to be on island in person, if you believe that offers the best path forward to signature by both parties.

In the meantime, I hope you and your family are staying well, and I look forward to seeing everyone in Guam again very soon. Thanks very much. TW

Todd Wilson

Associate Director, Program Management

AT&T Government Solutions, Inc.

50 Hotel Circle North, Suite 100

San Diego, CA 92108

619-209-4606 (office)

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From: Wilson, Todd A

Sent: Thursday, July 30, 2020 6:14 PM

To: Jessica Toft <jtoft@oagguam.org>

Cc: 'daniel.stone' <daniel.stone@GFD.guam.gov>; paul.rolinski <paul.rolinski@GFD.guam.gov>; Lijewski, Katie T <kl0700@att.com>; Martin, Francis X <fm2012@att.com>

Subject: DRAFT CONTRACT REDLINES

Importance: High

Hafa Adai Ms. Toft,

Attached is the revised draft contract for your review. For context, we attempted to include language that reflects the proposed statement of work, and I wanted to point out that the numbers in the pricing matrix that is included early on the document directly replicate our final revised pricing to the GFD. Having said that, there are sections in the draft which reference the costs and do not replicate the figures in that matrix. It might be easier to look at the document without markup first, before displaying all the comments under Track Changes to get a better sense of what I'm referencing.

RE: FIRST DRAFT OF CONTRACT REVIEW

daniel.stone

Wed 7/29/2020 19:15

To: Wilson, Todd A <tw9324@att.com>;

Cc: Jessica Toft <jtoft@oagguam.org>; paul.rolinski <paul.rolinski@GFD.guam.gov>; Lijewski, Katie T <kl0700@att.com>; Kennedy, Michael E <mk4241@att.com>;

Hafa Adai Todd,

Copy all and thank you for the update.

Stay safe!

DANIEL STONE
Fire Chief
Guam Fire Department

On Jul 29, 2020 08:28, "Wilson, Todd A" <tw9324@att.com> wrote:
Hafa Adai Chief Stone,

Thanks for the note. The draft contract is still being actively reviewed and going through the approval processes internally – I checked personally today on status. We hope to have something back to you in just a few days.

I feel we are very close to moving forward now, and I also want you to know that the vendor team is lined up and ready to execute with us.

Believe me, I am as anxious as you are to complete the process and get things going. I already have approval from the company to travel to Guam to conduct final negotiations (in person, as necessary), and execute the contract when the time comes. In the meantime, we very much appreciate your patience and faith in our team.

Please don't hesitate to reach out to me directly if you need anything else in the meantime. TW

Todd Wilson
Associate Director, Program Management
AT&T Government Solutions, Inc.
1650 Hotel Circle North, Suite 100
San Diego, CA 92108
619-209-4606 (office)
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From: daniel.stone <daniel.stone@GFD.guam.gov>

Sent: Monday, July 27, 2020 4:34 PM

To: Wilson, Todd A <tw9324@att.com>; Jessica Toft <jtoft@oagguam.org>

Cc: paul.rolinski <paul.rolinski@GFD.guam.gov>; Lijewski, Katie T <kl0700@att.com>; Kennedy, Michael E

position to send you a more complete MS Word document next week with specific comments and notes attached, but I thought it important to demonstrate that it is being actively worked on this side. My sense is we are probably about 90% or so complete regarding revisions or changes, so we're getting very close to finalizing things.

I also wanted to let you know our cost proposal did not include any separate Guam-specific Business Privilege Tax numbers, because we were not clear if it was a requirement for bidding purposes. Would it be possible to provide some guidance in that area for further dissemination on my side?

Thank you very much for your assistance up to this point. I am hopeful we can get the details wrapped up very shortly and begin the project in earnest. If you need anything at all, please don't hesitate to reach out to me directly. TW

Todd Wilson
Associate Director, Program Management
AT&T Government Solutions, Inc.
1650 Hotel Circle North, Suite 100
San Diego, CA 92108
619-209-4606 (office)
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STATUS UPDATE

Wilson, Todd A <tw9324@att.com>

Sat 6/20/2020 01:24

To: Jessica Toft <jtoft@oagguam.org>; paul.rolinski <paul.rolinski@GFD.guam.gov>;

Cc: Kennedy, Michael E <mk4241@att.com>; Lijewski, Katie T <kl0700@att.com>;

Importance: High

Hafa Adai Jessica,

The review process continues at AT&T, and our contracts lead has been working with both internal Legal and Pricing entities to obtain their blessing and/or changes to terms and conditions, as necessary. I am hopeful that we will be in a position to have something back to you for review late next week.

The individual here in charge of the overarching contracts portion has been very helpful to date, and is really working in a direction that should allow us to get this process completed, rather than throwing up a lot of roadblocks.

As soon as I know something further, I will follow up. In the meantime, I hope you have a peaceful weekend and that you are able to celebrate Father's Day in some fashion on Sunday. Thanks! TW

Todd Wilson

Associate Director, Program Management

AT&T Government Solutions, Inc.

1650 Hotel Circle North, Suite 100

San Diego, CA 92108

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RE: Contract

Wilson, Todd A <tw9324@att.com>

Ved 5/27/2020 00:55

To: paul.rolinski <paul.rolinski@GFD.guam.gov>;

Cc: daniel.stone <daniel.stone@GFD.guam.gov>;

Importance: High

Hafa Adai, and thanks for the note. The company is still reviewing the terms and conditions included in the contract. I hope to have something back to you within a week or so.

I trust you are all doing well, and look forward to seeing you soon. TW

Todd Wilson
Associate Director, Program Management
AT&T Government Solutions, Inc.
1650 Hotel Circle North, Suite 100
San Diego, CA 92108
619-209-4606 (office)
619-203-4823 (cell)
619-683-3917 (fax)

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From: paul.rolinski <paul.rolinski@GFD.guam.gov>
Sent: Monday, May 25, 2020 8:59 PM
To: Wilson, Todd A <tw9324@att.com>
Cc: daniel.stone <daniel.stone@GFD.guam.gov>
Subject: Contract

Good Morning Todd, Hope you are having a great Memorial Day weekend!! Just following up on the contract review with you guys. Let me know if there may be any issues that come up. thank you,

Paul S. Rolinski
Emergency Medical Dispatcher Supervisor
COMMT- Certified
Communications/MIS/IT
Guam Fire Dept
671-642-3321 (office)
1-787-5470 (cell)
paul.rolinski@gfd.guam.gov

"If you're reading this Congratulations, you're alive"

– Chad Sugg, Monsters Under Your Head

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RE: Draft Contract for NG911 and CAD!

Wilson, Todd A <tw9324@att.com>

Sat 5/16/2020 04:33

To: Jessica Toft <jtoft@oagguam.org>; daniel.stone <daniel.stone@GFD.guam.gov>; paul.rolinski <paul.rolinski@GFD.guam.gov>;

Importance: High

Hafa Adai Jessica,

We will begin our review and return the document back as soon as we are able. It has to circulate through a number of channels internally before I'll be able to get it back to you.

Appreciate the time you have invested already in this effort, and we all look forward to putting the contract in place and upgrading the GFD's and the Territory's capabilities.

As a heads up, I am out of the office next Monday through Wednesday for a prior commitment. Please enjoy your weekend – stay safe and well. TW

Todd Wilson
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From: Jessica Toft <jtoft@oagguam.org>

Sent: Friday, May 15, 2020 12:57 AM

To: daniel.stone@gfd.guam.gov; paul.rolinski@gfd.guam.gov; Wilson, Todd A <tw9324@att.com>

Subject: Draft Contract for NG911 and CAD!

Hello Chief, Paul, and Todd,

Please find attached a draft of the contract for your review. Todd, please forward it to appropriate AT&T personnel; I know that I should have their e-mail addresses because you provided them to me earlier, but the changeover in OAG e-mail lost some of my contacts.

I am providing the draft in Word format, if GFD or AT&T wants to make any revisions, please do so in track changes/redline format so that I can see the changes, and please include comments. There are a few blanks that still need information inserted, and I have provided a few comments of my own in the document.

Thank you, and have a great weekend!

Jessica Toft
Assistant Attorney General

Office of the Attorney General
Solicitor Division
590 S. Marine Corps Drive, Suite 802
Tamuning, Guam 96913
Tel: 475-3324 ext. 3033

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RE: DISPATCH CENTER DESIGN CONSIDERATIONS

Wilson, Todd A <tw9324@att.com>

Tue 4/28/2020 07:27

To: paul.rolinski <paul.rolinski@GFD.guam.gov>;

No worries. Just wanted to be sure. Let me know if you want any soft copies of anything.

Hope you are well and hanging in there. TW

Todd Wilson
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From: paul.rolinski <paul.rolinski@GFD.guam.gov>
Sent: Monday, April 27, 2020 2:24 PM
To: Wilson, Todd A <tw9324@att.com>
Subject: Re: DISPATCH CENTER DESIGN CONSIDERATIONS

I received it. Sorry todd we are going through some email issues with our new email server.

From: Wilson, Todd A <tw9324@att.com>
Sent: Tuesday, April 28, 2020 05:19
To: paul.rolinski
Subject: FW: DISPATCH CENTER DESIGN CONSIDERATIONS

Paul,

For some reason the original email did not go through. Resending. Thanks. TW

Todd Wilson
Associate Director, Program Management
AT&T Government Solutions, Inc.
1650 Hotel Circle North, Suite 100
San Diego, CA 92108
619-209-4606 (office)
619-203-4823 (cell)
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From: Wilson, Todd A
Sent: Monday, April 27, 2020 10:26 AM
To: 'Paul S Rolinski' <paul.rolinski@gfd.guam.gov>
Subject: DISPATCH CENTER DESIGN CONSIDERATIONS
Importance: High

Hafa Adai Paul,

I am forwarding couple of links below for you to consider in terms of researching potential square footage for your requirements. I think that's a better approach than me coming up with a guess regarding how much room you need. At a minimum, you will get an idea of the design considerations involved, which depend on workstation/cubicle choices, and other space availability outside of the dispatch center proper, etc. Further, you'll need to think through the electrical and HVAC infrastructure needs, not to mention plumbing for a restroom and break room. Regarding restroom details, I've seen it executed in different variations, depending on space available and potential user volume. That's an inelegant way of saying do you feel you'll need two separate restrooms, or a couple of unisex water closets? Plus, there are usually local regulatory requirements regarding restroom sizes, plumbing, etc. I don't have that information available.

For general planning purposes, I would use the square footage information you included in the revised solicitation. We used that for our design discussions with M80 on island. I'm assuming M80 may be closed right now because of COVID, but I would not hesitate to contact them to ask if they can provide a better idea than me for space considerations. I think you have their contact information, but let me know if you don't. They provided a general design for us, based on the current footprint of the PSAP at the Governor's House complex. I'm sure they wouldn't mind providing you updated information if you asked.

The above information also applies to the break room, and the type of equipment you want there – just a refrigerator, or stove/microwave, etc.? And the space size will dictate how many tables you can include.

I hope the links below help you refine your thought processes for the way you envision the PSAP to look. I have the soft copy designs from M80, if you want me to forward. Just let me know, and I'll get them over to you. Thanks. TW

<https://blog.xybix.com/dispatch-center-planning-how-much-square-footage-do-i-need>
<https://blog.watsonconsoles.com/designing-psap-maximize-dispatch-team-space>

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Paul S Rolinski <paul.rolinski@gfd.guam.gov>

UPDATE STATUS

3 messages

Wilson, Todd A <tw9324@att.com>

Thu, Apr 2, 2020 at 6:54 AM

To: Jessica Toft <jtoft@guamag.org>

Cc: Paul S Rolinski <paul.rolinski@gfd.guam.gov>, "Kennedy, Michael E" <mk4241@att.com>

Haf Adai Jessica,

We are reading with interest how COVID-19 is affecting Guam directly, especially with the Teddy Roosevelt situation that's ongoing. I know the Governor made a tough call to accommodate sailors from the ship on-island, and as a retired Navy guy, I appreciate her concern.

Clearly the pandemic has had an effect on all corners of our world and the various initiatives we are all pursuing. I wanted to reach out to you directly and let you know that if you even have working versions of potential contract vehicles we can start reviewing on this end, then maybe we can use some of the time we have right now to put the pieces in place for quick signature and execution once the pandemic curve has flattened.

Also, I commit to you I will travel on the first available (and allowable) date to Guam to finalize details. Our company and collective team consider the GFD project to be very important and something we all want to bring to fruition. If there's anything I can do to help make that happen, please don't hesitate to reach out to me directly.

I hope you and your family are well and coping with the daunting conditions facing us all. Please stay well, and I hope to see you soon. Thanks very much. TW

Todd Wilson

Associate Director, Program Management

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Paul S Rolinski <paul.rolinski@gfd.guam.gov>

GUAM FIRE DEPARTMENT FOLLOW-ON INFORMATION

1 message

Wilson, Todd A <tw9324@att.com>

Wed, Dec 11, 2019 at 2:57 PM

To: Paul S Rolinski <paul.rolinski@gfd.guam.gov>

Cc: Jessica Toft <jtoft@guamag.org>, "Kennedy, Michael E" <mk4241@att.com>, "Lijewski, Katie T" <kl0700@att.com>

Hafa Adai Mr. Rolinski,

I wanted to hit a couple of highlights regarding the recently submitted revised pricing for the GFD PSAP build out:

- The base year of the contract (deployment activity primarily) includes services for that year, regardless of when the upgraded dispatch location goes live. The total cost for the first year is inclusive of the build out and services. There are no additional costs. AT&T revised the base contract year costs to the GFD to \$2,882,147.30 (not including cost-reimbursable travel). The vast majority of the cost reduction compared to our initial proposal is due to AT&T capitalizing the costs of the vast majority of the equipment being installed, rather than charging the GFD for same.
- Years 2 and 3 are each about \$1.13M, not inclusive of cost-reimbursable travel.
- The sustainment costs for years four and five should be roughly equivalent to the costs associated with years 2 and 3, though I expect a very slight increase overall should be expected due to normal pricing escalation factors the company incorporates to account for inflation, wage increases, etc. Having said that, the costs going forward should be relatively level unless the GFD adds new requirements to the contract scope.

By my reckoning, the GFD will be faced with a cost versus available operational funding situation in years four and five, and I mentioned this concern to Chief Stone at the conclusion of our last visit. I would be hopeful that the Governor might be able to step in and help bridge the gap, once the benefits of the new system are realized and make a difference in the public safety landscape in Guam.

I should mention a couple of final points. First, in order to make the proposal more affordable to the GFD, please note we made the Mobile CAD capability an optional cost. Should the desire and funding dictate, it could be added to the platform at any point during the period of performance.

Second, keep in mind that the AT&T proposal is a service offering, and all updates and equipment replacements (due to normal wear and tear) are covered as part of that service. In addition to maintaining the entire system, from network infrastructure to workstations, AT&T will also provide onsite technical support, 24/7 monitoring, and annual training. Our offering is comprehensive, and I would encourage you to verify the support we provide with any of the Department of Defense POC references we originally provided to you earlier.

Again, I want to reiterate that after our last formal negotiation session with the GFD, we worked extremely hard to construct a financial model that would fit into your funding profile, given the NG911 requirements you desire. I hope that we bridged the existing gap for the next three execution years, and I am happy to discuss any components of our pricing or offer at your earliest convenience. Thanks very much. TW



Paul S Rolinski <paul.rolinski@gfd.guam.gov>

Hardware and Equipment

4 messages

Paul S Rolinski <paul.rolinski@gfd.guam.gov>
To: "Wilson, Todd A" <tw9324@att.com>

Fri, Jan 10, 2020 at 9:36 PM

Hi Todd, would it be possible for you to indicate on the price proposal which items will be "Purchased Equipment" (see AT&T Master Agreement document, Section 2.3) that will be going into the new NG911 center, and which will be owned by the GFD at the time of deployment? We assume it's mostly the furnishings that will be purchased from M-80, but we just wanted to make sure for the contract. Thank you.

Paul Rolinski

*E-911 Emergency Medical Dispatcher Supervisor/
M.I.S - I.T./ Radio Communications Officer
APCO E.M.D. Certified
COMMT- Certified
Guam Fire Department
Contact: 787-5470*

"Attitude is a choice. Happiness is a choice. Optimism is a choice. Kindness is a choice. Giving is a choice. Respect is a choice. Whatever choice you make makes you. Choose wisely."

— Roy T. Bennett, The Light in the Heart

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Wilson, Todd A <tw9324@att.com>
To: Paul S Rolinski <paul.rolinski@gfd.guam.gov>

Sat, Jan 11, 2020 at 6:07 AM

Paul,

Thanks for the note. AT&T is purchasing the PSAP furniture for the GFD, which will retain ownership of same after deployment. The equipment being installed, both in the dispatch center and in the equipment room, is owned, maintained, and updated by AT&T as a part of the service we are proposing. Also remember that AT&T owns the network infrastructure supporting the PSAP – exactly the same model we use with the Navy on Guam. The last version of the revised SOW I forwarded to you retained the provision to allow the GFD to negotiate the purchase of that PSAP equipment, if desired, but that is not how our proposal is structured ("as a service").

Please let me know if I have answered your question and if you need further information. Thanks. TW



Todd Wilson

Associate Director, Program Management

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[Quoted text hidden]

Paul S Rolinski <paul.rolinski@gfd.guam.gov>

Sat, Jan 11, 2020 at 9:51 AM

To: "Wilson, Todd A" <tw9324@att.com>



Can you list the price per equipment and hardware?

[Quoted text hidden]

Wilson, Todd A <tw9324@att.com>

Sat, Jan 11, 2020 at 10:54 AM

To: Paul S Rolinski <paul.rolinski@gfd.guam.gov>

I've asked Katie to work something up over the weekend, if possible. I'm thinking it might be helpful to have a short discussion early next week so that we provide exactly the information you need. I can set up a bridge at your convenience, and you can arrange Ms. Toft's presence, as well as any recording necessary, so that we stay well within the boundaries and requirements of official negotiations and GovGuam AAG guidelines. Thanks. TW

[Quoted text hidden]





Paul S Rolinski <paul.rolinski@gfd.guam.gov>

SAMPLE CONTRACT DOCUMENTS AND ARTIFACTS

2 messages

Wilson, Todd A <tw9324@att.com>

Thu, Dec 19, 2019 at 7:38 AM

To: Paul S Rolinski <paul.rolinski@gfd.guam.gov>

Cc: Jessica Toft <jtoft@guamag.org>, "Lijewski, Katie T" <kl0700@att.com>, "Kennedy, Michael E" <mk4241@att.com>

Mr. Rolinski,

Thanks to Ms. Toft for previously forwarding to AT&T the negotiable contract provisions from GovGuam.

I have attached to this email several documents for further consideration on your end.

- 1) AT&T Unified Agreement (UA). This master agreement contract document template is editable, and it contains the provisions the company includes as baseline terms and conditions. We have utilized this template on a wide basis in the broader market.
- 2) Working version of the contract Statement of Work, which was derived from the GFD NG911 solicitation.
- 3) Revised pricing and CLIN structure I forwarded several weeks ago to you.

Conceptually, the GovGuam/GFD could use the UA as the heart of any agreement between parties, since it is an already approved AT&T document and would streamline final approval processes on this end. Further, it is common practice to include appendices or attachments to this document which, in this case, would be the Statement of Work and the CLINs (at a minimum). The base contract and attachments are, of course, negotiable.

My sense is that we would ultimately collectively create a hybrid document that includes terms and conditions each side considers both essential (legally/contractually), and that would pass through the respective approval processes in a fairly straightforward manner.

We would still have to agree on an acceptable payment schedule, as well as any other edits and revisions to the attachments I am forwarding. In other words, we still have to work out the details in a mutually acceptable fashion, which I am very confident we can do.

I am hopeful the above information is useful to you, and should you need any other information, please don't hesitate to reach out to me directly. We are standing by on this end to finalize the project details to your satisfaction.

Thanks very much, and I hope you have a great holiday season. TW

Todd Wilson

Associate Director, Program Management

ITEM NO	SERVICES	QUANTITY	UNIT Lot	UNIT PRICE	AMOUNT
Subtask A	Guam Fire Department Deployment FFP Circuit Turn-up and Cutover to Emergency Dispatch Center, which shall include all Labor and Materials necessary to deploy 911-RMS infrastructure.	12	Mo	\$240,178.94	\$2,882,147.30
Subtask B	Guam Fire Department Sustainment Option Yr. 1 FFP Sustainment for the 911- RMS including all Labor and Materials	12	Mo	\$ 94,521.78	\$1,134,261.40
Subtask C	Guam Fire Department Sustainment Option Yr. 2 FFP Sustainment for the 911- RMS including all Labor and Materials	12	Mo	\$94,649.97	\$1,135,799.68
Subtask D	Travel FFP Annual Onsite Technical Support	12	Mo	\$7,554.49	\$ 100,000.00
Subtask E	Travel - Option Year 1 FFP Annual Onsite Technical Support	12	Mo	\$4,683.18	\$ 56,198.17
Subtask F	Travel - Option Year 2 FFP Annual Onsite Technical Support	12	Mo	\$4,682.78	\$ 56,193.30

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Date:
Company Name
Site

12/2/2019
Guam Fire Department
Guam Fire Department

Guam Fire Department - Deployment Costs - Base Year

Call Handling 911-RMS					
Item	Description - Deployment Services	QTY	Non-Recurring Cost	Extended Non-Recurring Costs	
911ERS	Network Based NextGen Emergency Routing Service	64	\$ 100.00	\$	6,400.00
911ERSN	Integrated Emergency Response Service, agent services	10	\$ 12,962.00	\$	129,620.00
911MNG	Managed Net Gateway Service	27	\$ 126.75	\$	3,422.25
911MRSIP	Managed NextGen 9-1-1 IP PSAP Network Termination	8	\$ 390.00	\$	3,120.00
911CMR	Call Metrics Reporting, initial instance per agency.	1	\$ 195.00	\$	195.00
911CMRA	Call Metrics Reporting, each additional instance.	2	\$ 97.50	\$	195.00
911ERS10	Emergency Response Service, basic, up to 10 positions	1	\$ 5,655.00	\$	5,655.00
911NCCNE	NCCNE	1	\$ 800,000.00	\$	-
SUBTOTAL				\$	148,607.25
Vendors					
Caliber - CAD		1	\$ 1,163,576.00	\$	1,163,576.00
RedSky - Network Call Routing		1	\$ -	\$	-
Solacom - Dispatch Workstations/Software/Call Handling		1	\$ 883,172.31	\$	883,172.31
M80- Furniture / Space Refurbishment		1	\$ 84,945.34	\$	84,945.34
SUBTOTAL				\$	2,131,693.65

AT&T GSI	AT&T GSI	Hours	Rate	Extended	NRC
AT&T GSI Labor	Program Manager	416	\$ 232.83	N/A	\$ 96,857.28
AT&T GSI Labor	Project Manager	1040	\$ 156.41	N/A	\$ 162,666.40
AT&T GSI Labor	IA Manager	40	\$ 143.02	N/A	\$ 5,720.80
AT&T GSI Labor	Service Executive	96	\$ 239.17	N/A	\$ 22,960.32
AT&T GSI Labor	Telephony Expert	1040	\$ 91.72	N/A	\$ 95,388.80
AT&T GSI Labor	Telephony Expert I	1040	\$ 145.44	N/A	\$ 151,257.60
AT&T GSI Labor	Project Control	416	\$ 100.95	N/A	\$ 41,995.20
SUBTOTAL		4088			\$ 576,846.40

Bandwidth Connectivity					
Item	Description				NRC
WAN/Esnet	Guam Fire Department Network Cost				\$25,000.00
SUBTOTAL					\$25,000.00

Total Annual Costs				\$2,882,147.30
---------------------------	--	--	--	-----------------------

Travel SubTask D					
Travel	Annual Onsite Technical Support			\$	100,000.00



Date: 12/2/2019
 Company Name: Guam Fire Department
 Site: Guam Fire Department

Guam Fire Department - Sustainment Costs Option Year 1

Call Handling 911-RMS

Item	Description	QTY		MRC	Extended Monthly Recurring Cost
911ERS	Network Based NextGen Emergency Routing Service	64		\$ 10.00	\$ 640.00
911ERSN	Integrated Emergency Response Service, agent services	10		\$ 149.00	\$ 1,490.00
911MNG	Managed Net Gateway Service	27		\$ 39.00	\$ 1,053.00
911TERM	Local Line Svc per line	8		\$ 13.65	\$ 109.20
911MRSIP	Managed NextGen 9-1-1 IP PSAP Network Termination Service	8		\$ 422.18	\$ 3,377.44
911MDS	Media Delivery Service	10		\$ 22.00	\$ 220.00
911CMR	Call Metrics Reporting, initial instance per agency.	1		\$ 277.88	\$ 277.88
911CMRA	Call Metrics Reporting, each additional instance.	2		\$ 29.25	\$ 58.50
911ERS10	Emergency Response Service, basic, up to 10 positions	1		\$ 19.50	\$ 19.50
911NCCNE	NCCNE	1		\$ 10,000.00	\$ 10,000.00
SUBTOTAL					\$ 17,245.52

Vendors

			Annual Cost	Monthly Recurring Cost
Caliber - CAD	12	\$ -	\$ 140,513.64	\$ 11,709.47
RedSky - Network Call Routing	12	\$ -	\$ -	\$ -
Solacom - Dispatch Workstations/Software/Call	12	\$ -	\$ 343,391.56	\$ 28,615.96
M80- Furniture / Space Refurbishment	12	\$ -	\$ 1,375.68	\$ 114.64
SUBTOTAL				\$ 40,440.07

AT&T GSI	AT&T GSI	Hours	Rate	Extended	Monthly Recurring Cost
AT&T GSI Labor	Program Manager	0.0000	\$ 238.93	N/A	\$ -
AT&T GSI Labor	Project Manager	8.0000	\$ 160.51	N/A	\$ 1,284.08
AT&T GSI Labor	IA Manager	4.0000	\$ 146.77	N/A	\$ 587.08
AT&T GSI Labor	Telephony Expert	25.0000	\$ 94.11	N/A	\$ 2,352.75
AT&T GSI Labor	Telephony Expert I	0.0000	\$ 149.24	N/A	\$ -
AT&T GSI Labor	Training	2.0000	\$ 98.98	N/A	\$ 197.96
AT&T GSI Labor	Project Control	4.0000	\$ 103.58	N/A	\$ 414.32
SUBTOTAL		43			\$ 4,836.19

Bandwidth Connectivity

Item	Description			Monthly Recurring Cost
WAN/Esnet	Guam Fire Department Network Cost			\$32,000.00
SUBTOTAL				\$32,000.00

Total Monthly Recurring \$ 94,521.78

Total Annual Cost \$ 1,134,261.40

Travel SubTask E

Travel	Annual Onsite Technical Support			\$ 56,198.17
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Date: 12/2/2019
 Company Name: Guam Fire Department
 Site: Guam Fire Department

Guam Fire Department Sustainment Costs Option Year 2

Call Handling 911-RMS					
Item	Description	QTY		MRC	Extended Monthly Recurring Cost
911ERS	Network Based NextGen Emergency Routing Service	64		\$ 10.00	\$ 640.00
911ERSN	Integrated Emergency Response Service, agent services	10		\$ 149.00	\$ 1,490.00
911MNG	Managed Net Gateway Service	27		\$ 39.00	\$ 1,053.00
911TERM	Local Line Svc per line	8		\$ 13.65	\$ 109.20
911MRSIP	Managed NextGen 9-1-1 IP PSAP Network Termination Service	8		\$ 422.18	\$ 3,377.44
911MDS	Media Delivery Service	10		\$ 22.00	\$ 220.00
911CMR	Call Metrics Reporting, initial instance per agency.	1		\$ 277.88	\$ 277.88
911CMRA	Call Metrics Reporting, each additional instance.	2		\$ 29.25	\$ 58.50
911ERS10	Emergency Response Service, basic, up to 10 positions	1		\$ 19.50	\$ 19.50
911NCCNE	NCCNE	1		\$ 10,000.00	\$ 10,000.00
SUBTOTAL					\$ 17,245.52
Vendors					
				Annual	Monthly Recurring Cost
Caliber - CAD		12	\$ -	\$ 140,513.52	\$ 11,709.46
RedSky - Network Call Routing		12	\$ -	\$ -	\$ -
Solacom - Dispatch Workstations/Software/Call		12	\$ -	\$ 343,391.56	\$ 28,615.96
M80- Furniture / Space Refurbishment		12	\$ -	\$ 1,375.68	\$ 114.64
SUBTOTAL					\$ 40,440.06

AT&T GSI	AT&T GSI	Hours	Rate	Extended	Monthly Recurring Cost
AT&T GSI Labor	Program Manager	0.0000	\$ 245.26	N/A	\$ -
AT&T GSI Labor	Project Manager	8.0000	\$ 164.76	N/A	\$ 1,318.08
AT&T GSI Labor	IA Manager	4.0000	\$ 150.65	N/A	\$ 602.60
AT&T GSI Labor	Telephony Expert	25.0000	\$ 96.61	N/A	\$ 2,415.25
AT&T GSI Labor	Telephony Expert I	0.0000	\$ 153.23	N/A	\$ -
AT&T GSI Labor	Training	2.0000	\$ 101.59	N/A	\$ 203.18
AT&T GSI Labor	Project Control	4.0000	\$ 106.32	N/A	\$ 425.28
SUBTOTAL					\$ 4,964.39

Bandwidth Connectivity					
Item	Description				Monthly Recurring Cost
WAN/Esnet	Guam Fire Department Network Cost				\$32,000.00
SUBTOTAL					\$32,000.00
Total Monthly Recurring					\$94,649.97
Total Annual Cost					\$ 1,135,799.68

Travel SubTask F					
Travel	Annual Onsite Technical Support				\$ 56,193.30



MASTER AGREEMENT

Customer	AT&T
Customer Legal Name Street Address: City: State/Province: Zip Code: Country:	AT&T Corp.
Customer Contact (for notices)	AT&T Contact (for notices)
Name: Title: Street Address: City: State/Province: Zip Code: Country: Telephone: Fax: Email:	Street Address: City: State/Province: Zip Code: Country: With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

This Master Agreement ("Master Agreement"), between the customer named above ("Customer") and the AT&T entity named above ("AT&T"), is effective when signed by both Customer and AT&T.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

MASTER AGREEMENT

1. INTRODUCTION

1.1 **Overview of Documents.** This Master Agreement and the following additional documents (collectively, the "Agreement") shall apply to all products and services AT&T provides Customer pursuant to this Agreement ("Services") and shall continue in effect so long as Services are provided under this Agreement:

- (a) **Pricing Schedules.** A "Pricing Schedule" means a pricing schedule (including related attachments) or other document that is attached to or is later executed by the parties and references this Master Agreement. A Pricing Schedule includes the Services, the pricing (including discounts and commitments, if applicable) and the pricing schedule term ("Pricing Schedule Term").
- (b) **Tariffs and Guidebooks.** "Tariffs" are documents containing the descriptions, pricing and other terms and conditions for a Service that AT&T or its Affiliates file with regulatory authorities. "Guidebooks" are documents (designated as Guidebooks or Price Lists) containing the descriptions, pricing and other terms and conditions for a Service that were but no longer are filed with regulatory authorities. Tariffs and Guidebooks can be found at att.com/servicepublications or other locations AT&T may designate.
- (c) **Acceptable Use Policy.** AT&T's Acceptable Use Policy ("AUP") applies to (i) Services provided over or accessing the Internet and (ii) wireless (*i.e.*, cellular) data and messaging Services. The AUP can be found at att.com/aup or other locations AT&T may designate.
- (d) **Service Guides.** The descriptions, pricing and other terms and conditions for a Service not covered by a Tariff or Guidebook may be contained in a Service Guide, which can be found at att.com/servicepublications or other locations AT&T may designate.

1.2 **Priority of Documents.** The order of priority of the documents that form this Agreement is: the applicable Pricing Schedule or Order; this Master Agreement; the AUP; and Tariffs, Guidebooks and Service Guides; provided that Tariffs will be first in priority in any jurisdiction where applicable law or regulation does not permit contract terms to take precedence over inconsistent Tariff terms.

1.3 **Revisions to Documents.** Subject to Section 8.2(b) (Materially Adverse Impact), AT&T may revise Service Publications at any time.

1.4 **Execution by Affiliates.** An AT&T Affiliate or Customer Affiliate may sign a Pricing Schedule in its own name, and such Affiliate contract will be a separate but associated contract incorporating the terms of this Agreement. Customer and AT&T will cause their respective Affiliates to comply with any such separate and associated contract.

2. AT&T DELIVERABLES

2.1 **Services.** AT&T will either provide or arrange to have an AT&T Affiliate provide Services to Customer and its Users, subject to the availability and operational limitations of systems, facilities and equipment. Where required, an AT&T Affiliate authorized by the appropriate regulatory authority will be the service provider. If an applicable Service Publication expressly permits placement of an order for a Service under this Master Agreement without the execution of a Pricing Schedule, Customer may place such an order using AT&T's standard ordering processes (an "Order"), and upon acceptance by AT&T, the Order shall otherwise be deemed a Pricing Schedule under this Master Agreement for the Service ordered.

2.2 **AT&T Equipment.** Services may be provided using equipment owned by AT&T that is located at the Site ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide adequate space and electric power for the AT&T Equipment and keep the AT&T Equipment physically secure and free from liens and encumbrances. Customer will bear the risk of loss or damage to the AT&T Equipment (other than ordinary wear and tear), except to the extent caused by AT&T or its agents.

2.3 **Purchased Equipment.** Except as specified in a Service Publication, title to and risk of loss of Purchased Equipment shall pass to Customer on delivery to the transport carrier for shipment to Customer's designated location.

2.4 **License and Other Terms.** Software, Purchased Equipment and Third-Party Services may be provided subject to the terms of a separate license or other agreement between Customer and either the licensor, the third-party service provider or the manufacturer. Customer's execution of the Pricing Schedule for or placement of an Order for Software, Purchased Equipment or Third-Party Services is Customer's agreement to comply with such separate agreement. Unless a Service Publication specifies otherwise, AT&T's sole responsibility with respect to Third-Party Services is to place Customer's orders for Third-Party Services, except that AT&T may invoice and collect payment from Customer for the Third-Party Services.

3. CUSTOMER'S COOPERATION

3.1 **Access Right.** Customer will in a timely manner allow AT&T access as reasonably required for the Services to property and equipment that Customer controls and will obtain at Customer's expense timely access for AT&T as reasonably required for the Services to property controlled by third parties such as Customer's landlord. AT&T will coordinate with and, except in an emergency, obtain Customer's consent to enter upon Customer's property and premises, which consent shall not be unreasonably withheld. Access rights mean the right to construct, install, repair, maintain, replace and remove access lines and network facilities and the right to use ancillary equipment space within a building for Customer's connection to AT&T's network. Customer must provide AT&T timely information and access to Customer's facilities and equipment as AT&T reasonably requires for the Services, subject to Customer's reasonable security policies. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities and other items as AT&T reasonably requires for the Services and will obtain any necessary licenses, permits and consents (including easements and rights-of-way). Customer will have the Site ready for AT&T to perform its work according to a mutually agreed schedule.

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3.2 **Safe Working Environment.** Customer will ensure that the location at which AT&T installs, maintains or provides Services is a safe working environment, free of Hazardous Materials and reasonably suitable for the Services. "Hazardous Materials" mean any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. AT&T shall have no obligation to perform work at a location that is not a suitable and safe working environment or to handle, remove or dispose of Hazardous Materials.

3.3 **Users.** "User" means anyone who uses or accesses any Service provided to Customer. Customer will cause Users to comply with this Agreement and is responsible for Users' use of any Service unless expressly provided to the contrary in an applicable Service Publication.

3.4 **Resale of Services.** Customer may not resell the Services or rebrand the Services for resale to third parties without AT&T's prior written consent.

4. PRICING AND BILLING

4.1 **Pricing and Pricing Schedule Term; Terms Applicable After End of Pricing Schedule Term.** The prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule Term and will apply in lieu of the corresponding prices set forth in the applicable Service Publication. No promotion, credit, discount or waiver set forth in a Service Publication will apply. Unless the Pricing Schedule states otherwise, at the end of the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to terminate a Service Component) under a month-to-month service arrangement at the prices, terms and conditions in effect on the last day of the Pricing Schedule Term. AT&T may change such prices, terms or conditions on 30 days' prior notice to Customer.

4.2 **Additional Charges and Taxes.** Prices set forth in a Pricing Schedule are exclusive of and Customer will pay all taxes (excluding those on AT&T's net income), surcharges, recovery fees, customs clearances, duties, levies, shipping charges and other similar charges (and any associated interest and penalties resulting from Customer's failure to timely pay such taxes or similar charges) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent Customer provides a valid exemption certificate prior to the delivery of Services. To the extent required by law, Customer may withhold or deduct any applicable taxes from payments due to AT&T, provided that Customer will use reasonable commercial efforts to minimize any such taxes to the extent allowed by law or treaty and will furnish AT&T with such evidence as may be required by relevant taxing authorities to establish that such tax has been paid so that AT&T may claim any applicable credit.

4.3 **Billing.** Unless a Service Publication specifies otherwise, Customer's obligation to pay for a Service Component begins upon availability of the Service Component to Customer. Customer will pay AT&T without deduction, setoff or delay for any reason (except for withholding taxes as provided in Section 4.2 - Additional Charges and Taxes or in Section 4.5 - Delayed Billing; Disputed Charges). At Customer's request, but subject to AT&T's consent (which may not be unreasonably withheld or withdrawn), Customer's Affiliates may be invoiced separately, and AT&T will accept payment from such Affiliates. Customer will be responsible for payment if Customer's Affiliates do not pay charges in accordance with this Agreement. AT&T may require Customer or its Affiliates to tender a deposit if AT&T determines, in its reasonable judgment, that Customer or its Affiliates are not creditworthy, and AT&T may apply such deposit to any charges owed.

4.4 **Payments.** Payment is due within 30 days after the date of the invoice (unless another date is specified in an applicable Tariff or Guidebook) and must refer to the invoice number. Charges must be paid in the currency specified in the invoice. Restrictive endorsements or other statements on checks are void. Customer will reimburse AT&T for all costs associated with collecting delinquent or dishonored payments, including reasonable attorneys' fees. AT&T may charge late payment fees at the lowest of (a) 1.5% per month (18% per annum), (b) for Services contained in a Tariff or Guidebook at the rate specified therein, or (c) the maximum rate allowed by law for overdue payments.

4.5 **Delayed Billing; Disputed Charges.** Customer will not be required to pay charges for Services initially invoiced more than 6 months after close of the billing period in which the charges were incurred, except for calls assisted by an automated or live operator. If Customer disputes a charge, Customer will provide notice to AT&T specifically identifying the charge and the reason it is disputed within 6 months after the date of the invoice in which the disputed charge initially appears, or Customer waives the right to dispute the charge. The portion of charges in dispute may be withheld and will not be considered overdue until AT&T completes its investigation of the dispute, but Customer may incur late payment fees in accordance with Section 4.4 (Payments). Following AT&T's notice of the results of its investigation to Customer, payment of all properly due charges and properly accrued late payment fees must be made within ten (10) business days. AT&T will reverse any late payment fees that were invoiced in error.

4.6 **Credit Terms.** AT&T retains a lien and purchase money security interest in each item of Purchased Equipment and Vendor Software until Customer pays all sums due. AT&T is authorized to sign and file a financing statement to perfect such security interest.

4.7 **MARC.** Minimum Annual Revenue Commitment ("MARC") means an annual revenue commitment set forth in a Pricing Schedule that Customer agrees to satisfy during each 12-consecutive-month period of the Pricing Schedule Term. If Customer fails to satisfy the MARC for any such 12-month period, Customer will pay a shortfall charge in an amount equal to the difference between the MARC and the total of the applicable MARC-Eligible Charges incurred during such 12-month period, and AT&T may withhold contractual credits until Customer pays the shortfall charge.

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4.8 Adjustments to MARC.

- (a) In the event of a business downturn beyond Customer's control, or a corporate divestiture, merger, acquisition or significant restructuring or reorganization of Customer's business, or network optimization using other Services, or a reduction of AT&T's prices, or a force majeure event, any of which significantly impairs Customer's ability to meet a MARC, AT&T will offer to adjust the affected MARC to reflect Customer's reduced usage of Services (with a corresponding adjustment to the prices, credits or discounts available at the reduced MARC level). If the parties reach agreement on a revised MARC, AT&T and Customer will amend the affected Pricing Schedule prospectively. This Section 4.8 will not apply to a change resulting from Customer's decision to use service providers other than AT&T. Customer will provide AT&T notice of the conditions Customer believes will require the application of this provision. This provision does not constitute a waiver of any charges, including monthly recurring charges and shortfall charges, Customer incurs prior to amendment of the affected Pricing Schedule.
- (b) If Customer, through merger, consolidation, acquisition or otherwise, acquires a new business or operation, Customer and AT&T may agree in writing to include the new business or operation under this Agreement. Such agreement will specify the impact, if any, of such addition on Customer's MARC or other volume or growth discounts and on Customer's attainment thereof.

5. CONFIDENTIAL INFORMATION

5.1 **Confidential Information.** Confidential Information means: (a) information the parties or their Affiliates share with each other in connection with this Agreement or in anticipation of providing Services under this Agreement (including pricing or other proposals), but only to the extent identified as Confidential Information in writing; and (b) except as may be required by applicable law or regulation, the terms of this Agreement.

5.2 **Obligations.** A disclosing party's Confidential Information will, for a period of 3 years following its disclosure to the other party (except in the case of software, for which the period is indefinite): (a) not be disclosed, except to the receiving party's employees, agents and contractors having a need-to-know (but only if such agents and contractors are not direct competitors of the other party and agree in writing to use and disclosure restrictions as restrictive as this Section 5) or to the extent authorized to be revealed by law, governmental authority or legal process (but only if such disclosure is limited to that which is so authorized and prompt notice is provided to the disclosing party to the extent practicable and not prohibited by law, governmental authority or legal process); (b) be held in confidence; and (c) be used only for purposes of using the Services, evaluating proposals for new services or performing this Agreement (including in the case of AT&T to detect fraud, to check quality and to operate, maintain and enhance the network and Services).

5.3 **Exceptions.** The restrictions in this Section 5 will not apply to any information that: (a) is independently developed by the receiving party without use of the disclosing party's Confidential Information; (b) is lawfully received by the receiving party free of any obligation to keep it confidential; or (c) becomes generally available to the public other than by breach of this Agreement.

5.4 **Privacy.** Each party is responsible for complying with the privacy laws applicable to its business. AT&T shall require its personnel, agents and contractors around the world who process Customer Personal Data to protect Customer Personal Data in accordance with the data protection laws and regulations applicable to AT&T's business. If Customer does not want AT&T to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data so that it will be unintelligible. Customer is responsible for obtaining consent from and giving notice to its Users, employees and agents regarding Customer's and AT&T's collection and use of the User, employee or agent information in connection with a Service. Customer will only make accessible or provide Customer Personal Data to AT&T when it has the legal authority to do so. Unless otherwise directed by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization.

6. LIMITATIONS OF LIABILITY AND DISCLAIMERS

6.1 Limitation of Liability.

- (a) EITHER PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR DAMAGES ON ACCOUNT OF ANY CLAIM ARISING OUT OF AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL BE:
 - (i) FOR BODILY INJURY, DEATH OR DAMAGE TO REAL PROPERTY OR TO TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY A PARTY'S NEGLIGENCE, PROVEN DIRECT DAMAGES;
 - (ii) FOR BREACH OF SECTION 5 (Confidential Information), SECTION 10.1 (Publicity) OR SECTION 10.2 (Trademarks), PROVEN DIRECT DAMAGES;
 - (iii) FOR ANY THIRD-PARTY CLAIMS, THE REMEDIES AVAILABLE UNDER SECTION 7 (Third Party Claims);
 - (iv) FOR CLAIMS ARISING FROM THE OTHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVEN DAMAGES; OR
 - (v) FOR CLAIMS OTHER THAN THOSE SET FORTH IN SECTION 6.1(a)(i)-(iv), PROVEN DIRECT DAMAGES NOT TO EXCEED, ON A PER CLAIM OR AGGREGATE BASIS DURING ANY TWELVE (12) MONTH PERIOD, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES INCURRED BY CUSTOMER FOR THE AFFECTED SERVICE IN THE RELEVANT COUNTRY DURING THE THREE (3) MONTHS PRECEDING THE MONTH IN WHICH THE CLAIM AROSE.

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- (b) EXCEPT AS SET FORTH IN SECTION 7 (Third Party Claims) OR IN THE CASE OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS.
- (c) THE LIMITATIONS IN THIS SECTION 6 SHALL NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT.

6.2 **Disclaimer of Liability.** AT&T WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR ANY SERVICE ERROR OR INTERRUPTION, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 OR OTHER EMERGENCY RESPONSE CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR CREDITS EXPLICITLY SET FORTH IN THIS AGREEMENT); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S (OR ITS AFFILIATES', USERS' OR THIRD PARTIES') APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.

6.3 **Purchased Equipment and Vendor Software Warranty.** AT&T shall pass through to Customer any warranties for Purchased Equipment and Vendor Software available from the manufacturer or licensor. The manufacturer or licensor, and not AT&T, is responsible for any such warranty terms and commitments. ALL SOFTWARE AND PURCHASED EQUIPMENT IS OTHERWISE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS.

6.4 **Disclaimer of Warranties.** AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER) AND MAKES NO GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION.

6.5 **Application and Survival.** The disclaimer of warranties and limitations of liability set forth in this Agreement will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages and will apply so as to limit the liability of each party and its Affiliates and their respective employees, directors, subcontractors and suppliers. The limitations of liability and disclaimers set out in this Section 6 will survive failure of any exclusive remedies provided in this Agreement.

7. THIRD PARTY CLAIMS

7.1 **AT&T's Obligations.** AT&T agrees at its expense to defend and either to settle any third-party claim against Customer, its Affiliates and its and their respective employees and directors or to pay all damages that a court finally awards against such parties for a claim alleging that a Service provided to Customer under this Agreement infringes any patent, trademark, copyright or trade secret, but not where the claimed infringement arises out of or results from: (a) Customer's, its Affiliate's or a User's content; (b) modifications to the Service by Customer, its Affiliate or a third party, or combinations of the Service with any non-AT&T services or products by Customer or others; (c) AT&T's adherence to Customer's or its Affiliate's written requirements; or (d) use of a Service in violation of this Agreement.

7.2 **Customer's Obligations.** Customer agrees at its expense to defend and either to settle any third-party claim against AT&T, its Affiliates and its and their respective employees, directors, subcontractors and suppliers or to pay all damages that a court finally awards against such parties for a claim that: (a) arises out of Customer's, its Affiliate's or a User's access to or use of the Services and the claim is not the responsibility of AT&T under Section 7.1; (b) alleges that a Service infringes any patent, trademark, copyright or trade secret and falls within the exceptions in Section 7.1; or (c) alleges a breach by Customer, its Affiliate or a User of a Software license agreement.

7.3 **Infringing Services.** Whenever AT&T is liable under Section 7.1, AT&T may at its option either procure the right for Customer to continue using, or may replace or modify, the Service so that it is non-infringing.

7.4 **Notice and Cooperation.** The party seeking defense or settlement of a third-party claim under this Section 7 will provide notice to the other party promptly upon learning of any claim for which defense or settlement may be sought, but failure to do so will have no effect except to the extent the other party is prejudiced by the delay. The party seeking defense or settlement will allow the other party to control the defense and settlement of the claim and will reasonably cooperate with the defense. The defending party will use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim where relief against the party being defended is limited to monetary damages that are paid by the defending party under this Section 7.

7.5 AT&T's obligations under Section 7.1 shall not extend to actual or alleged infringement or misappropriation of intellectual property based on Purchased Equipment, Software, or Third-Party Services.

8. SUSPENSION AND TERMINATION

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8.1 **Termination of Agreement.** This Agreement may be terminated immediately upon notice by either party if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, enters receivership or any state insolvency proceeding or makes an assignment for the benefit of its creditors.

8.2 **Termination or Suspension.** The following additional termination provisions apply:

- (a) **Material Breach.** If either party fails to perform or observe any material warranty, representation, term or condition of this Agreement, including non-payment of charges, and such failure continues unremedied for 30 days after receipt of notice, the aggrieved party may terminate (and AT&T may suspend and later terminate) the affected Service Components and, if the breach materially and adversely affects the entire Agreement, terminate (and AT&T may suspend and later terminate) the entire Agreement.
- (b) **Materially Adverse Impact.** If AT&T revises a Service Publication, the revision has a materially adverse impact on Customer and AT&T does not effect revisions that remedy such materially adverse impact within 30 days after receipt of notice from Customer, then Customer may, as Customer's sole remedy, elect to terminate the affected Service Components on 30 days' notice to AT&T, given not later than 90 days after Customer first learns of the revision to the Service Publication. "Materially adverse impacts" do not include changes to non-stabilized pricing, changes required by governmental authority, or assessment of or changes to additional charges such as surcharges or taxes.
- (c) **Internet Services.** If Customer fails to rectify a violation of the AUP within 5 days after receiving notice from AT&T, AT&T may suspend the affected Service Components. AT&T reserves the right, however, to suspend or terminate immediately when: (i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines that (a) it may be exposed to sanctions, liability, prosecution or other adverse consequences under applicable law if AT&T were to allow the violation to continue; (b) such violation may harm or interfere with the integrity, normal operations or security of AT&T's network or networks with which AT&T is interconnected or may interfere with another customer's use of AT&T services or the Internet; or (c) such violation otherwise presents an imminent risk of harm to AT&T, AT&T's customers or its or their respective employees.
- (d) **Fraud or Abuse.** AT&T may terminate or suspend an affected Service or Service Component and, if the activity materially and adversely affects the entire Agreement, terminate or suspend the entire Agreement, immediately by providing Customer with as much advance notice as is reasonably practicable under the circumstances if Customer, in the course of breaching the Agreement: (i) commits a fraud upon AT&T; (ii) uses the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services.
- (e) **Infringing Services.** If the options described in Section 7.3 (Infringing Services) are not reasonably available, AT&T may at its option terminate the affected Services or Service Components without liability other than as stated in Section 7.1 (AT&T's Obligations).
- (f) **Hazardous Materials.** If AT&T encounters any Hazardous Materials at the Site, AT&T may terminate the affected Services or Service Components or may suspend performance until Customer removes and remediates the Hazardous Materials at Customer's expense in accordance with applicable law.

8.3 **Effect of Termination.**

- (a) Termination or suspension by either party of a Service or Service Component does not waive any other rights or remedies a party may have under this Agreement and will not affect the rights and obligations of the parties regarding any other Service or Service Component.
- (b) If a Service or Service Component is terminated, Customer will pay all amounts incurred prior to the effective date of termination.

8.4 **Termination Charges.**

- (a) If Customer terminates this Agreement or an affected Service or Service Component for cause in accordance with the Agreement or if AT&T terminates a Service or Service Component other than for cause, Customer will not be liable for the termination charges set forth in this Section 8.4.
- (b) If Customer or AT&T terminates a Service or Service Component prior to Cutover other than as set forth in Section 8.4(a), Customer (i) will pay any pre-Cutover termination or cancellation charges set out in a Pricing Schedule or Service Publication, or (ii) in the absence of such specified charges, will reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third party charges resulting from the termination.
- (c) If Customer or AT&T terminates a Service or Service Component after Cutover other than as set forth in Section 8.4(a), Customer will pay applicable termination charges as follows: (i) 50% (unless a different amount is specified in the Pricing Schedule) of any unpaid recurring charges for the terminated Service or Service Component attributable to the unexpired portion of an applicable Minimum Payment Period; (ii) if termination occurs before the end of an applicable Minimum Retention Period, any associated credits or waived or unpaid non-recurring charges; and (iii) any charges incurred by AT&T from a third party (i.e., not an AT&T Affiliate) due to the termination. The charges set forth in Sections 8.4(c)(i) and (ii) will not apply if a terminated

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Service Component is replaced with an upgraded Service Component at the same Site, but only if the Minimum Payment Period or Minimum Retention Period, as applicable, (the "Minimum Period") and associated charge for the replacement Service Component are equal to or greater than the corresponding Minimum Period and associated charge for the terminated Service Component, respectively, and if the upgrade is not restricted in the applicable Service Publication.

- (d) In addition, if Customer terminates a Pricing Schedule that has a MARC, Customer will pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term.

9. IMPORT/EXPORT CONTROL

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under this Agreement (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

10. MISCELLANEOUS PROVISIONS

10.1 **Publicity.** Neither party may issue any public statements or announcements relating to the terms of this Agreement or to the provision of Services without the prior written consent of the other party.

10.2 **Trademarks.** Each party agrees not to display or use, in advertising or otherwise, any of the other party's trade names, logos, trademarks, service marks or other indicia of origin without the other party's prior written consent, which consent may be revoked at any time by notice.

10.3 **Independent Contractor.** Each party is an independent contractor. Neither party controls the other, and neither party nor its Affiliates, employees, agents or contractors are Affiliates, employees, agents or contractors of the other party.

10.4 **Force Majeure.** Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to fire, explosion, cable cuts, power blackout, earthquake, flood, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts of a public enemy, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies or other causes beyond such party's reasonable control.

10.5 **Amendments and Waivers.** Any supplement to or modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. A waiver by either party of any breach of this Agreement will not operate as a waiver of any other breach of this Agreement.

10.6 Assignment and Subcontracting.

- (a) Customer may, without AT&T's consent but upon notice to AT&T, assign in whole or relevant part its rights and obligations under this Agreement to a Customer Affiliate. AT&T may, without Customer's consent, assign in whole or relevant part its rights and obligations under this Agreement to an AT&T Affiliate. In no other case may this Agreement be assigned by either party without the prior written consent of the other party (which consent will not be unreasonably withheld or delayed). In the case of any assignment, the assigning party shall remain financially responsible for the performance of the assigned obligations.
- (b) AT&T may subcontract to an Affiliate or a third party work to be performed under this Agreement but will remain financially responsible for the performance of such obligations.
- (c) In countries where AT&T does not have an Affiliate to provide a Service, AT&T may assign its rights and obligations related to such Service to a local service provider, but AT&T will remain responsible to Customer for such obligations. In certain countries, Customer may be required to contract directly with the local service provider.

10.7 **Severability.** If any portion of this Agreement is found to be invalid or unenforceable or if, notwithstanding Section 10.11 (Governing Law), applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.

10.8 **Injunctive Relief.** Nothing in this Agreement is intended to or should be construed to prohibit a party from seeking preliminary or permanent injunctive relief in appropriate circumstances from a court of competent jurisdiction.

10.9 **Legal Action.** Any legal action arising in connection with this Agreement must be filed within two (2) years after the cause of action accrues, or it will be deemed time-barred and waived. The parties waive any statute of limitations to the contrary.

10.10 **Notices.** Any required notices under this Agreement shall be in writing and shall be deemed validly delivered if made by hand (in which case delivery will be deemed to have been effected immediately), or by overnight mail (in which case delivery will be deemed to have been effected one (1) business day after the date of mailing), or by first class pre-paid post (in which case delivery will be deemed to have been effected five (5) days after the date of posting), or by facsimile or electronic transmission (in which case delivery will be deemed to have been effected on the day the transmission was sent). Any such notice shall be sent to the office of the recipient set forth on the cover page of this Agreement or to such other office or recipient as designated in writing from time to time.

10.11 **Governing Law.** This Agreement will be governed by the law of the State of New York, without regard to its conflict of law principles, unless a regulatory agency with jurisdiction over the applicable Service applies a different law. The United Nations Convention on Contracts for International Sale of Goods will not apply.

MASTER AGREEMENT

10.12 **Compliance with Laws.** Each party will comply with all applicable laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction.

10.13 **No Third Party Beneficiaries.** This Agreement is for the benefit of Customer and AT&T and does not provide any third party (including Users) the right to enforce it or to bring an action for any remedy, claim, liability, reimbursement or cause of action or any other right or privilege.

10.14 **Survival.** The respective obligations of Customer and AT&T that by their nature would continue beyond the termination or expiration of this Agreement, including the obligations set forth in Section 5 (Confidential Information), Section 6 (Limitations of Liability and Disclaimers) and Section 7 (Third Party Claims), will survive such termination or expiration.

10.15 **Agreement Language.** The language of this Agreement is English. If there is a conflict between this Agreement and any translation, the English version will take precedence.

10.16 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter. Except as provided in Section 2.4 (License and Other Terms), this Agreement supersedes all other agreements, proposals, representations, statements and understandings, whether written or oral, concerning the Services or the rights and obligations relating to the Services, and the parties disclaim any reliance thereon. This Agreement will not be modified or supplemented by any written or oral statements, proposals, representations, advertisements, service descriptions or purchase order forms not expressly set forth in this Agreement.

11. DEFINITIONS

"**Affiliate**" of a party means any entity that controls, is controlled by or is under common control with such party.

"**API**" means an application program interface used to make a resources request from a remote implementer program. An API may include coding, specifications for routines, data structures, object classes, and protocols used to communicate between programs.

"**AT&T Software**" means software, including APIs, and all associated written and electronic documentation and data owned by AT&T and licensed by AT&T to Customer. AT&T Software does not include software that is not furnished to Customer.

"**Customer Personal Data**" means information that identifies an individual, that Customer directly or indirectly makes accessible to AT&T and that AT&T collects, holds or uses in the course of providing the Services.

"**Cutover**" means the date Customer's obligation to pay for Services begins.

"**Effective Date**" of a Pricing Schedule means the date on which the last party signs the Pricing Schedule unless a later date is required by regulation or law.

"**MARC-Eligible Charges**" means the recurring and usage charges (including amounts calculated from unpaid charges that are owed under Section 8.4(c)(i)), after deducting applicable discounts and credits (other than outage or SLA credits), that AT&T charges Customer for the Services identified in the applicable Pricing Schedule as MARC-contributing. The following are not MARC-Eligible Charges: (a) charges for or in connection with Customer's purchase of equipment; (b) taxes; and (c) charges imposed in connection with governmentally imposed costs or fees (such as USF, PICC, payphone service provider compensation, E911 and deaf relay charges).

"**Minimum Payment Period**" means the Minimum Payment Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to pay recurring charges for the Service Component.

"**Minimum Retention Period**" means the Minimum Retention Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to maintain service to avoid the payment (or repayment) of certain credits, waived charges or amortized charges.

"**Purchased Equipment**" means equipment or other tangible products Customer purchases under this Agreement, including any replacements of Purchased Equipment provided to Customer. Purchased Equipment also includes any internal code required to operate such Equipment. Purchased Equipment does not include Software but does include any physical media provided to Customer on which Software is stored.

"**Service Component**" means an individual component of a Service provided under this Agreement.

"**Service Publications**" means Tariffs, Guidebooks, Service Guides and the AUP.

"**Site**" means a physical location, including Customer's collocation space on AT&T's or its Affiliate's or subcontractor's property, where AT&T installs or provides a Service.

"**Software**" means AT&T Software and Vendor Software.

"**Third-Party Service**" means a service provided directly to Customer by a third party under a separate agreement between Customer and the third party.

"**Vendor Software**" means software, including APIs, and all associated written and electronic documentation and data AT&T furnishes to Customer, other than AT&T Software.

SCOPE

OVERVIEW

With the advent of a more pervasive broadband culture, there is a compelling need for the Guam Fire Department (GFD) to utilize a new, more capable Emergency Dispatch System that will allow the general public to send texts, images, video, and other data to a Public Safety Access Point (PSAP), in addition to accommodating 9-1-1 calls originating from mobile communication devices. The primary goal of this performance-based acquisition project is to completely transition the GFD PSAP to a Next Generation 9-1-1 (NG911) Emergency Dispatch System platform with an integrated Computer Aided Dispatch (CAD) capability.

BACKGROUND

This Delivery Order directs the design, installation, and maintenance of an NG911 Emergency Dispatch System platform and integrated CAD system for the GFD, as part of an overall PSAP upgrade.

Contractor Responsibilities. The Contractor shall provide as a service (i.e., Contractor retain full ownership of all associated equipment, software, and network infrastructure) a hosted NG911 platform with integrated CAD; will design, install, maintain, and own the system after installation; and will periodically upgrade the system to the latest NENA standards, as applicable. System compliance upgrades, at no additional cost, will be scheduled at a time and frequency mutually acceptable to the GFD and the Contractor.

In coordination with the GFD, Contractor will facilitate the migration of the current GFD Enhanced 9-1-1 (E9-1-1) platform from its fixed, telephony-based system, to a new, integrated NG911 platform with integrated CAD. Contractor will also provide all necessary training and ongoing technical support for the NG911 and integrated CAD platform.

It will be the Contractor's sole responsibility, at no further cost to GFD, to repair, refurbish, or modify all equipment, software, and materials furnished under the awarded contract to the extent necessary for the Contractor to meet all of its obligations under the awarded contract in a timely fashion.

TYPE OF CONTRACT TO BE OFFERED AND TERM

This contract is a Firm Fixed Price (FFP) services-based award for the design, installation, maintenance, and operation of a NG911 system with integrated CAD. The period of performance for system design and installation services contained in the Scope of Services is one (1) year, with two subsequent maintenance and operation periods of one (1) year each, with potential renewal or extension periods of up to an additional two (2) years. Any contract that results from this solicitation will be a multi-term professional services contract for the design, installation, maintenance, and operation of a new NG911 system and integrated CAD system.

1. Initial Term. The initial term of the contract shall be for three years (Base Year and two Execution Years). The date on which the Governor signs the contract will be the effective date of the contract. However, services shall begin upon the date that GFD issues a written Notice to Proceed (NTP) to the Contractor (Initial Term). Only then may contract Services begin.

2. Renewal Maintenance and Operation Terms. At the sole option of GFD, and upon satisfactory performance by Contractor, the contract may be renewed or extended for any number of time period(s) determined to be in the best interests of the Government of Guam, for a total of up to two additional years (each renewal being a "Renewal Term") for the purposes of continued maintenance, support, and/or operation of the installed System. Any renewal of the contract for continued Services will be subject to negotiation.

3. No Cost Extension Terms. Should the Contractor require additional time to complete any contract objectives, for good cause, and at the sole option of GFD, the resulting contract may be extended for one No Cost Extension Term of up to six (6) months with no additional obligation of any funds by GFD. If GFD elects to extend the contract under this provision, the No Cost Extension Term shall be exercised by GFD through the execution of a written determination signed by the Procurement Officer and placed in the contract file prior to the end date of the period of performance of the contract. Any No Cost Extension shall not be subject to negotiation. The No Cost extension shall be on the same terms, conditions, and pricing as is in effect under the existing contract, but at no additional cost to GFD and with no additional obligation of funds.

4. Option to Purchase. The GFD shall have the option to negotiate the purchase the Delivery Order-associated NG911 workstation/dispatch equipment (including CAD), typically at the fair market value price of the system(s) at the time of deployment, as included in the Contractor's original Cost Proposal. This option to negotiate purchase may be exercised by the GFD at any time throughout the duration of the awarded contract or during any extensions or renewals.

All renewals, extensions, Renewal Terms, No Cost Extension Terms, and Options to Purchase are subject to the availability of funds. In no case shall any extension or renewal extend the total term of the contract beyond five (5) years. Unless cancelled for lack of funds, terminated, renewed, or extended prior to expiration, the contract shall expire at the end of the Initial term or at the end of any subsequent Renewal Term, any subsequent Extension Term, or any No Cost Extension term exercised by GFD.

GENERAL SCOPE OF SERVICES

The GFD recognizes that i3/NG911 Standards are continually evolving. The Contractor is expected to offer a service (including equipment and software) that is fully compliant with either the latest version of the NENA i3/NG911 Standards or the most current NENA Standards in effect at the time of award. In addition, the Contractor should demonstrate an extraordinary knowledge of system security relative to system software operating programs, physical facilities, and electronic protection to safeguard the network from man-made attacks as well as natural events.

System minimum provisions:

1. Contractor shall install a complete and fully operational System. The System shall include both an NG911 platform and an integrated CAD system. If the Contractor's System, as installed, does not meet the technical specifications offered in Contractor's Proposal and agreed upon in any resulting contract, all additions or modifications required to meet those technical specifications to the satisfaction of GFD shall be at the sole expense of the Contractor.
2. System data must be replicated on multiple servers or at separate locations; no centralized server is suitable due to survivability and risk mitigation needs, and Contractor will ensure that no single component will create a single point of failure for the System.
3. Upon successful design and acceptance of the new System, the Contractor must ensure no break in 9-1-1 services in Guam and continue the current E9-1-1 system's operation while transitioning to the new System. Transition should occur seamlessly while uninstalling and removing all legacy equipment, including servers, cabling, workstations, interfaces, etc. The Contractor will be required to submit a Removal Plan to GFD for review and approval a minimum of forty-five (45) days prior to commencement of any such work. All such work will be executed under oversight by GFD.
4. The NG911 Platform and CAD System shall be operational and fully functional 99.999% of the time. The new System must provide for the hot-swap replacement of components. The Contractor or anyone servicing the System must be able to remove and replace servers, drives, and network components while the applications and System remain operational.

The remainder of this general Scope of Services includes the following goals, items of equipment, System features, System components, and Services:

1. A. Design and installation of one (1) PSAP (Public Safety Answering Point) with ten (10) CAD workstations and four (4) CAD Remote backup workstations for the Continuity of Operations Plan (COOP) location, to include the latest in ergonomic design and structural components of the new workstations as part of the design phase. The ten (10) CAD workstations should consist of eight (8) regular CAD dispatch workstations and two (2) CAD supervisory workstations and;

B. Ten (10) Call Taking workstations and four (4) Call Taking Remote backup workstations for the Continuity of Operations Plan (COOP) location, to include the latest in ergonomic design and structural components of the new workstations as part of the design phase. The ten (10) Call Taking workstations should consist of eight (8) regular Call Taking answering workstations and two (2) Call Taking supervisory workstations.
2. GFD seeks a customizable system with standardized features and the capability to seamlessly support communications and data transfer across county, state,

territories, and international borders, and across the multitude of emergency response professions and agencies, from traditional PSAPs to Poison Control Centers, trauma centers, the Coast Guard, and disaster management centers.

3. The new System should support such features as text messages for emergencies, images, and video (including support for American Sign Language users), call-recording, and easy access to additional data such as telematics data, building plans, and medical information over a common data network.
4. The new System should: interface/integrate to the PSTN/POTS utilizing required means; interface/integrate with a console system supporting a single user device—headset or handset; interface/integrate to allow transfer of calls utilizing the existing T-1 line(s); and include a compatible, current, digital IP recorder with playback option.
5. The Contractor will assume complete responsibility for engineering, furnishing, installing, testing, implementing, operating, and maintaining the System. The Contractor will be responsible for providing, installing, programming, and maintaining an NG911 and integrated CAD System that is compliant with applicable standards (current and future) and provides a level of service commensurate with public safety mission-critical operations. The Contractor must complete and pass all acceptance tests of System components, software, and equipment to the satisfaction of GFD. The Contractor will also be responsible for integration of certain existing data centers or host PSAPs within the System.

SYSTEM DOCUMENTATION

Two complete sets of as-built drawings shall be developed, submitted to the GFD, and maintained by the Contractor, with updates, as necessary. As-built drawings should be submitted in Microsoft Visio format, or other agreed upon graphic format as delineated in the contract, on two individual sets of CDs. The installation and acceptance of the System shall not be complete until as-built drawings are delivered. The Contractor shall provide and maintain:

- A. System Network Diagrams
- B. Data Flow Diagrams
- C. System Grounding Diagrams
- D. PSAP Workstation and Equipment Floorplans and Layouts
- E. Equipment Rack Layouts

During all phases of the Project, the Contractor will update as-built drawings as system changes are implemented.

The Contractor will provide documentation (user manuals) for the operation of each component of the System at the workstation level.

Once awarded, all documentation required to be provided by the Contractor should be submitted in Microsoft Office format. If not, any specialized software required to view,

edit, or maintain system documentation shall be provided by the Contractor at no additional cost to GFD or the Government of Guam.

SOFTWARE MAINTENANCE

The Contractor shall maintain all Contractor-furnished software in a reliable operating condition and incorporate the latest software changes applicable to the installed System for the duration of the contract. All System customizations performed by the Contractor must be included in the continuing maintenance for the duration of the contract, including any maintenance period after expiration of any applicable warranty period.

CONTINUATION OF MAINTENANCE

In the event that the manufacturer and sale of any component of the System is discontinued by the original equipment manufacturer, the Contractor, subject to negotiation and agreement regarding cost, will agree to provide continuous maintenance coverage, if desired by GovGuam, for up to five years (5) from the date GovGuam is notified of the cessation of manufacture of the equipment.

PERSONNEL SECURITY

The Contractor employees shall be fully qualified to work in support of this Delivery Order, both in terms of successfully completing the Contractor's employment requirements (i.e., criminal background and drug check validation), in order to maintain the confidentiality of the NG911 Platform to the greatest extent possible.

ONSITE SYSTEM MAINTENANCE PERSONNEL

The Contractor personnel performing NG911 Platform support shall be technically qualified to provide the following Services:

- A. System Maintenance
- B. System Software Upgrades/Repairs
- C. System Hardware/Equipment Upgrades/Repairs
- D. Database Upgrades/Repairs
- E. 24-Hour On-Call Contractor Contact

NG911 SYSTEM DESIGN AND FEATURES

The NG911 System shall be able to seamlessly transition into operation with no break in emergency services and should demonstrate Next Generation features that include or are upgradable to:

A. CALL ORIGINATING UTILIZING:

1. Internet Protocol (IP) User Agents (UA); i.e., computing devices that support Session Initiation Protocol (SIP) clients such as; IP phones,

and IP wireless devices (Audio, Text, Data, and Video).

2. Cellular devices with Short Message Service (SMS).
3. Third-party call centers such as Telematics service Contractors (Audio and Data).
4. IP Video Relay Systems (VRS) for the deaf and hard-of-hearing community (Text, Data, and Video).

B. CALL SUPPORT AND PROCESSING USING:

1. Traditional 9-1-1 trunks (e.g., CAMA) and SIP connections/trunks.
2. NG911 Network components such as Emergency Service Routing Proxy (ESRP) and data gateways.
3. Existing ANI/ALI capabilities and NG911

C. CALL TAKING AT THE PSAP USING:

1. IP Automated Call Distribution (ACD) systems.
2. IP phones and workstations.

D. COMMUNICATION RETRIEVAL/PLAYBACK

NG911 Session Recording and Logging/Selected Admin Lines/Radio Transmission utilizing a Digital Voice Recorder.

E. GFD PSAP

The System platform should support accepting emergency, critical, and administrative calls for eight (8) dispatch/call taking positions and two (2) supervisory dispatch/call taking (expandable to 12 or more).

F. INTERFACE/INTEGRATION

1. System should interface/integrate to allow transfer of calls utilizing the existing T-1 line(s).
2. System should interface/integrate to the PSTN/POTS utilizing required means.
3. System platform should interface/integrate with existing console system supporting a single user device; headset or handset.
4. System platform should include a compatible, current, digital IP recorder with playback option.

G. FEATURES

1. IP-based location acquisition and validation, and call routing.
2. ESINet (if available) interconnection including ECRF-based call routing.
3. System data must be replicated on multiple servers or at separate locations; no centralized server is suitable due to survivability and risk mitigation needs.
4. The System should provide call-handling capabilities that meet or exceed the Government of Guam's call volume requirements.
5. The System should permit customization of the user interface on a per user basis, including screen layout, colors, and fonts.
6. The System should include a log-in feature with history for call takers.
7. The System should be compatible with the following PBX interfaces: Analog; T1; ISDN-PRI with or without QSig; SIP over Ethernet.
8. The System should support multiple layers of redundant call processing and more than one level of survivability.
9. The System should have programmable Automatic Call Distribution (ACD) capabilities included, and not as an additional cost.
10. The System should have the ability to record 9-1-1 audio and shall be played back immediately after the call is ended, if desired. Call takers should have the ability to forward the audio to other positions. Note: this recording capability is intended to replace the existing GG NICE Word-Net 3 recording capabilities.
11. The System should have a dedicated abandoned call visual indicator and support a distinctive tone for abandoned 9-1-1 calls.
12. Call takers should have the ability to recall a list of calls previously answered at the call taking position: A minimum of twenty-five (25) calls is required.
13. Call takers should have the ability to view a minimum of five (5) previous calls from the same phone number as the current call.
14. The System should be capable of conferencing a minimum of four (4) parties.

15. The System should provide a HOLD function that makes it possible for any 9-1-1 call taker (from a different position) to retrieve a call placed on HOLD by another call taker.

16. The System should be designed so that no calls in progress will be dropped or lost due to failure of the telephony servers. Conference servers are not an acceptable substitution.

17. Any authorized call taker or supervisor should have the ability to join an existing call. Upon entering any 9-1-1 or administrative call for which ANI, CBN, ALI, or caller ID information is available, such information should be immediately displayed on the call taker's display, and all parties should be in conference.

18. The central communications platform should have the capability to provide a digital T1 (DS1 standard) and/or ISDN-PRI interface for 9-1-1 trunks and administrative lines. For T1's, this should be a direct connect T1 without the requirements for separate analog channel bank equipment. For ISDN-PRI, all relevant features, including Feature Group D, should be supported. Platform should be capable of supporting single or dual spans. Platform should be capable of supporting a mix of T1 and ISDN-PRI on the same hardware.

19. System should support a distributed architecture and allow for flexible, rules-based call routing using different gateways in different locations, including automated fail-over in case a gateway is temporarily unavailable.

20. System should be expandable (without adding controllers or an additional rack or backroom) to accommodate a 50% growth from current capacity. System expandability should support potential for regionalizing with the Department of Defense team on island, without necessity for multiple disparate controllers.

21. Any authorized call taker or supervisor should have the ability to silently listen to another call taker's telephone conversation from his/her workstation. Such action should not cause any audio or visual disturbance at the monitored answering position. Monitoring can be performed from system IP phones in addition to supervisor workstations.

H. THE FOLLOWING TELEPHONY INTERFACES SHOULD BE SUPPORTED:

1. CAMA (analog and T1);
2. PRI (T1/E1 with or without QSig interface for PBX interconnect to other PBX's);
3. Digital T1 Interface;

4. ISDN Primary Rate Interface;
5. Enhanced MF Signaling Interface;
6. Direct IP Telephony Interconnection.
7. The System should have call monitor/observe/silent monitor functionality.
8. The System should have a Barge-in capability for supervisors or designees.
9. The System should support internal Instant Messaging (IM) between call taker positions.
10. Automatic TDD/TTY Answering System should be provided system-wide that is utilized by each call-taking position. The System shall be capable of transferring and/or conferencing a TD/TTY call. The System should allow users to store and access a minimum of 20 pre-programmed TDD/TTY messages and print the previous TDD/TTY conversations.
11. The System should support the ability to transfer, as required. The System should support pre-programmable intelligent transfer functionality.
12. The System should enable call-takers to perform one-button callback for Hard Line 9-1-1 calls, Wireless 9-1-1 calls, and VoIP calls.
13. The System should provide two output interfaces to the ALI Retrieval system and have an auto ALI re-bid capability.
14. The System should provide the ability to display ALI information to the call-taker before the call is answered.
15. The System should allow multiple carriers to directly interface into the NG911 System.

I. SOFTWARE CONTROL AND COMPONENT REDUNDANCY

1. The NG911 System may be software controlled and should feature component redundancy: all major components proposed in the System should be fully redundant, allowing for full geographical split location of the System, if desired. The System should be designed to allow distribution of major components between multiple locations without requiring the purchase of multiple systems. No single major component failure should disable more than 50% of the System's capacity.

J. SYSTEM ARCHITECTURE

1. The System Architecture should be such that the failure of any one component or module will not result in total system failure, but only the loss of the equipment associated with that module. All vital system modules should be protected through the use of redundant modules to eliminate any single point of failure. It is mandatory that any central processor should be fully duplicated in a hot standby mode. Switch-over should be automatic and should not require manual intervention.

K. MANAGEMENT AND PROCESSING CAPABILITIES

The System should have the demonstrated ability to effectively manage and process a variety of different call formats including but not limited to:

1. Traditional analog or digital telephone calls.
2. Wireless calls in compliance with the FCC Phase I and Phase II mandate for full call integration.
3. Voice Over IP in native (SIP) format in compliance with the NENA i3 Standard or most current NENA standards in effect at the time of the issuance of the Notice of Award.

L. CALL DISTRIBUTION

The System should be capable of providing intelligent call distribution of 9-1-1 trunks and administrative lines. The Automatic Call Distribution (ACD) should allow for various routing options including as a minimum:

1. The capability to route the call that has been waiting the longest to the first available operator.
2. The capability to ring all answering positions.
3. Circular
4. Multiple Queues
5. Control DND
6. Overflow
7. All call taking, mapping, dispatch, maintenance and administration functions should be via a browser-based application.
8. The Contractor will maintain on Guam a supply of critical spares.
9. When a 9-1-1 call is received, the ANI controller should accept multi-frequency codes extended from the Central Office and decode the

calling telephone number and display it on the screen associated with the answering Call Taker's Position.

10. Immediately thereafter the ANI Controller should automatically extend the calling number data to the ALI computer. Then, the ALI information should display the caller's address with the ANI.

11. The System should be capable of supporting a variety of monitor sizes.

12. Administrative and emergency calls should have different type tones to enable the 9-1-1 call taker to distinguish between the two.

M. 9-1-1 ADMINISTRATIVE CALL DETAIL REPORTS

Administrative and 9-1-1 Call Detail Reports (for recordkeeping and legal requirements) should be readily available. These should include, but are not limited to:

1. Call Count by Hour;
2. Call Count by Day;
3. Call Count by Day vs by Hour;
4. Call Count by Week;
5. Call Count by Month;
6. Call Count by Quarter;
7. Call Count by Year;
8. Call Count by Call Types;
9. Call Count Comparison by Month;
10. Call Count by Ring Time Range;
11. Transfer Average by Month; and
12. Trunk and Line Utilization by Day vs Hour

N. GFD NG911 SYSTEM OBJECTIVES

The objectives of the GFD NG911 System are as follows:

1. Provide an answering point for all emergency 9-1-1 calls with ALI.
2. Migrate to a NG911 call taking solution.

3. Provide remote call taking positions.
4. Distribute call taking operations between a main PSAP and backup center or EOC.
5. Deploy call taking solution that is flexible enough to accommodate future plans for regionalization or consolidation.
6. Allow multiple carrier the ability to directly interface to the NG911 solution.
7. Implement NG911 MIS solution.
8. Implement NG911 Mapping solution.
9. Provide manual input of telephone numbers in case of ANI failure in order to receive ALI display.
10. NG911 solution should have a recording function to replace the Government of Guam's existing NICE Word-Net 3 logging recorder.
11. NG911 solution should be integrated with a CAD system to replace the Government of Guam's existing Centracom Gold Elite Dispatch Console System.
12. NG911 solution should transfer emergency calls to the Joint Region Marianas (JRM) Guam Regional Dispatch Center (RDC) on Navy Base Guam and Andersen AFB primary and alternate consolidated dispatch centers. The transfer of emergency calls includes voice and appropriate ANI/ALI information to the Department of Defense team's respective Telephony systems.

O. MAINTENANCE AND SERVICES

1. The System should have the ability to independently use NTP protocol to maintain clock synchronization with a Master Clock. The Contractor should provide the Net Clock for the System.
2. The System should have sufficient capability and capacity to provide full system operation for current and future needs of the GG's access lines at all times, including stand-alone operation without delays in displaying, transferring or ringing. The System server should have sufficient memory and a processor to accomplish the needs of the System now and in the foreseeable future.
3. The Contractor must provide, at no cost to GFD, all software releases designed to enhance the System and to keep the System state-of-the-art for the duration of any awarded and funded contract (up to 5 years).

4. All software updates or enhancements must be accomplished without taking the System out of service.
5. The Contractor shall provide a detailed description and Engineering diagram of the solution, including a discussion of the System's architecture and its ability to provide the Services.
6. The Contractor shall provide training for the System to all Call Takers, Supervisors, Officers-in-Charge, and any pertinent Administrative Staff approved by the Fire Chief.
7. The Contractor shall provide a methodology concerning the procedures for reporting trouble.
8. During the contracted term (up to 5 years), the Contractor shall provide on-site maintenance technicians whenever required, 24-hours per day, seven days per week, including holidays. Response time shall not exceed 1 hour after notification of a critical nature, and 4 hours for all others. Any on-site troubleshooting and replacement of defective components will be performed by the Contractor's manufactured certified technicians. Twenty-four (24) hour system monitoring and remote diagnostics shall also be provided for the duration of the contract. Additionally, the Contractor will be responsible for the cost for connectivity for the remote monitoring of the NG911 System.

COMPUTER AIDED DISPATCH SYSTEM (CAD)

CAD SYSTEM FEATURES

Users should be able to operate CAD system with or without a mouse. Only minimal functions should be mouse controlled.

The work monitor should display, at a minimum, the following:

1. Menu bar containing commands and actions that the user may perform
2. Command line that may be used to type commands into the System
3. Status message area which shows the results of the user actions
4. Info Panel which shows the current System status and the number of messages that exist for user

During the implementation phase of the CAD installation, the Contractor shall work with GFD to provide screen tailoring. This includes the capability to move and delete fields within some forms.

INTERFACE

The Contractor shall ensure that the CAD system is able to interface with NG911 system (hardware and software).

The Contractor may provide the following modules:

1. Data Management Module (Statistics gathered via alarm types, date, times, etc.)
2. Personnel Management Module
3. EMS Module (NEMSIS Compliant)
4. Fire/Incident Management Module (NFIRS Compliant)
5. Law Enforcement Module
6. Ambulance Billing Module

If the Contractor does not provide the above-listed modules, the NG911 System should allow for the expansion of same through future purchase of other software modules or the update/upgrade of the modules listed.

SECURITY

CAD should allow the application to recognize authorized users and provide access to individually authorized functions during sign in. To facilitate these responsibilities, access rights and permissions should be associated with the various functions available within the System.

1. EMD Access to be determined by EMD Supervisor and/or EMD Administrator/Officer-in-Charge
2. EMD Supervisor Access to be determined by EMD Administrator and/or Officer-in-Charge
3. EMD Administrator and/or Officer-in-Charge shall have total access
4. Temporary User Access to be determined on a case-by-case basis

SECURITY ADMINISTRATION

To maintain ease of management of these rights and permissions, the application is partitioned into various management units for administration. The System should allow users to be assigned to one or more roles within the Communication Bureau of GFD and/or the GPD; and should be associated with at least one agency.

1. The sign on and sign off process should consist of the user's credentials to include a user's ID and a password
2. Access privileges shall be set by agency-defined roles. Each user is then assigned to one or more roles.
3. Temporary users should be allowed or created, and become disabled after a determined time period to allow for emergency situations or temporary access to the System.
4. During the sign on, the user should specify a combination of role, geographic responsibility, unit ID, and assigned agency. CAD should then run an agency specific security checks to authenticate the accuracy of user's information, access, and restrictions
5. Users should be allowed a certain number of failed sign-in attempts before locking the user out, once a lock-out has occurred, the System should notify authorized personnel up the user's chain-of-command

6. Device lock-out should occur when there are a certain number of failed log-in attempts due to authentication failure from several users. System should notify authorized personnel
7. System should allow only authorized personnel to clear any type of lock-outs
8. System should cache all successful and unsuccessful sign on/off's for a configurable period of time
9. System should log user credentials, device ID, the date and time of sign on, and all administrative actions, such as password changes.
10. System shall provide any of various effective means for user security (example: unplugging headsets, prompt to act, etc.) should the user need to temporarily vacate the workstation in order to prevent tampering.

COMPUTER AIDED DISPATCH & REMOTE DATA SYSTEM

The CAD, Record Management System (RMS), and Remote Data System that the GFD seeks will be integrated into the NG911 System so that the systems work seamlessly together and demonstrate Next Generation features that include or are upgradable to the following objectives:

1. CAD should allow tasks to be entered by keystroke and/or mouse action. However, the system should allow all dispatch commands to be initiated by keystroke only if desired. All commands should be entered in a user defined order without the need for special command identifiers. For instance, a command to en-route a unit might be entered in as "1A11 EN" where "1A11" is the unit ID and "EN" is the user defined status for en-route.
2. Commands should be entered in any order. For instance, the above unit status command could be entered in as "1A11 EN" or "EN 1A11."
3. Data parameters should be entered in any order on the command line. The user should be able to enter a command on the command line without disturbing operations in the work areas.
4. The System should utilize an "intelligent command line" such that it will prompt the user for valid formatting of the command.
5. CAD should provide standard GUI items like drop down menus to make selection easier for frequently used fields such as incident types, disposition codes, agency IDs.
6. CAD should support pre-fill fields in appropriate pre-formatted screens, eliminating redundant data entry. For instance, a specific agency might want the city/village field to be always filled in.
7. Quick entry methods should minimize the keystrokes required to perform incident initiation, incident dispatch, and unit status changes.
8. CAD should provide the user with standard editing capabilities.
9. Users should have the ability to move forward and backward to complete data fields.
10. Users should be able to correct command line errors using edit keys and resubmit the command without having to put the cursor at the end of the command.
11. CAD should provide the user with standard form navigation.
12. The cursor should return to the first position of the first field following

- completion of a command line function.
13. The CAD user interface should provide the ability to handle the variety of transactions that a dispatcher must handle almost simultaneously.
 14. The CAD work areas should operate independently--a command or function in one area should not disturb the command or function in the other area.
 15. The CAD system should support multiple command lines.
 16. The CAD system should support multiple work areas. For instance, the call taker should be able to have two or more incident initiation forms displayed at the same time.
 17. CAD should support a split screen capability that provides the display and use of multiple separate work areas and command lines on a single monitor or multiple monitors. These work areas should operate independently and allow the user to perform the same or separate functions from each area.
 18. The user should be able to move easily from one work area to the other via the mouse or keyboard.
 19. CAD should allow multiple CAD functions to be in progress at the same time.
 20. CAD should allow the user to enter a command, then move to another work area or command line and submit another transaction, then return to the previous function and resume where they left off
 21. CAD should have available formatted screens for initiating database inquiries.

CAPACITY AND PERFORMANCE

1. The CAD system shall be functioning and operational 99.999% of the time.
2. CAD response time should be under the GUI standard of 2 seconds unless the operation is external to CAD and, therefore, uncontrollable by CAD.
3. CAD should provide the ability for supervisors to monitor and control other positions without degradation of system performance.
4. CAD should support cross-node synchronization for disaster recovery.

ERROR HANDLING

1. CAD should handle errors in a consistent manner with the display of a message that indicates the problem.
2. CAD should provide editing capabilities for correction of errors.
3. When errors are encountered within a data entry form, CAD should automatically place the cursor on the field in error and display a descriptive error message.

GEO-FILE AND ADDRESS VERIFICATION

1. Ability to update the "live" CAD system with the new geographic file without system downtime or degradation.
2. Ability to maintain a geographic database which includes the following:
 - a. Street records (high, low, cross-streets)
 - b. Common place names
 - c. Aliases

- d. Intersections
 - e. Latitude/longitude or state plane coordinates
 - f. Map references (zone, grid)
 - g. Jurisdiction
 - h. Geographic service area boundaries (e.g., patrol beat, sub beat)
 - i. Freeways
 - j. Zip code
 - k. Sub-division names
 - l. Park names
 - m. School names
3. Ability to validate all location entries against a master geo-file
 4. Ability to support the following location entries:
 - a. Exact address (including ½ addresses)
 - b. Apartment number (e.g., ½, #5, 2D, D2)
 - c. Apartment building name or number
 - d. Block range
 - e. Street name
 - f. Common place name
 - g. City
 - h. Intersections
 - i. Partially spelled or misspelled street names
 - j. Street alias
 - k. Street abbreviation
 - l. Limited access roadways and highways
 - m. Mile marker locations
 5. Contractor's Proposal should describe in detail the location validation process.
 6. Ability to enter a valid street name and be presented with a list of cross streets and associated address ranges.
 7. Ability to enter a partial street name and be presented with a list of possible matches.
 8. Ability to enter a misspelled street name and be presented with a list of possible matches.
 9. Ability to enter a unique building and unit number to clearly identify the location (e.g., 100 Marshal ST, Bldg. 5, Unit 13).
 10. Ability to enter common street alias and abbreviations instead of the actual street name (i.e., MLK for Martin Luther King Blvd.).
 11. Ability to override geo-file by entering valid response area data.
 12. Ability to override geo-file for addresses outside the City limits.
 13. Ability to generate a report of geo-file overrides including all data, operator ID, date, time, operator position.
 14. Ability to display geo-file data when location is validated, including:
 - a. High and low cross streets
 - b. City
 - c. Neighborhood
 - d. Common place or business name
 - e. Response area
 - f. Map page
 - g. Premise warnings or hazards by exact address

- h. Premise warnings or hazards within a configurable radius
 - i. Prior incidents at exact address within a configurable period of time
15. Intersections maybe entered in any order (i.e. Main/1st or 1st/Main). The order of the entry should not be altered. For example, if the user entered Main/1st, the CAD should not convert the entry to 1st/main.
 16. The CAD system should be able to verify an address by a street address (e.g., entering "100 S" would display all streets that have a 100 block and that start with "S").
 17. The CAD system should be configurable to allow entry of an address by a common place (e.g., entering "L" would display all common places that start with "L").
 18. The CAD system should be able to verify an address by an intersection (e.g., entering "L/S" would display all streets that start with "L" that intersect with a street that starts with "S").
 19. The CAD system should allow the user to choose to bypass an unverifiable location to a valid location for purposes of jurisdictional assignment.
 20. If the location is bypassed to another valid location, the system should keep the unverified location as the Incident Location and note the location used for verification as a note in the Incident History.
 21. The system should allow the agency to be able to configure whether non-verified locations should be flagged.
 22. Ability to display the incident location in relation to other active incidents on the map during the incident entry process.

INCIDENT CREATION

1. The CAD system should record the information about an emergency call as an incident that can be initiated, dispatched, displayed, updated, and closed.
2. The CAD system should support the following:
 - a. Combined call taker/dispatcher functions at a single workstation.
 - b. Separate call taker/dispatcher functions at separate workstations.
3. The CAD system should have the ability to record information as an incident at the time of initiation.
4. The System should allow for entry of an Incident location, caller location and a location description, all in separate fields.
5. The System's location description field should be free-form.
6. The Incident Location and Caller Location should be validated against the geo-database
7. The CAD system should indicate, as part of the incident, whether the default priority was overridden by the operator at initiation.
8. The CAD system should support the ability to add unlimited dispositions per incident.
9. When closing an incident, the System should allow for the addition of narrative/comments and a closing disposition in the same string of information.
10. The System should support a field to indicate additional circumstances that effect the response recommendations for the incident.
11. This should be an optional field for the user to complete which allows additional information about the incident type, such as weapon involved,

- suspect being held, shot fired, that further classify the response.
12. The CAD system should have the ability to allow a user to enter a date and time and schedule the incident for a future date/time.
 13. The System should support a quick checkbox to indicate whether the incident is on the roadway (with an assigned default) or in the dwelling and be able to determine the appropriate agency response based on this field.
 14. The System's complainant area of the incident entry form should provide a check box so call takers do not have to type "do not contact caller."
 15. The CAD system should assign a unique incident number to each incident.
 16. The System should allow each agency to define whether its incident numbers are automatically reset daily, monthly, or yearly.
 17. Each agency may define the fiscal reset date for the incident number.
 18. Incident numbering formats should be user-defined. For instance, one agency might want the incident number formatted as "year-month-day-sequence number" and another agency might want "day-sequence number".
 19. The incident number should have the ability to support the Julian Date in the format.
 20. The incident record should track the source of the call (e.g., public-initiated, seven-digit, field-initiated).
 21. The System should automatically detect and assign the appropriate source of the call for the following instances:
 - a. 911 call
 - b. Field initiated incident
 - c. MDT initiated incident
 - d. Alarm interface
 - e. Default value if none of the above is detected should be a non-emergency phone request
 22. The System should support the creation and assignment of user defined sources of the call.
 23. The CAD system should support field-initiated incidents from a user.
 24. The CAD system should have the ability to receive 911 call data and initiate incidents from NG911, Enhanced 9-1-1 (E911), Phase I/II or GIS compliant networks or Devices. The CAD system should auto-populate NG911, E911, or Phase I/II ANI/ALI information into specified fields on the incident initiation form.
 25. CAD should automatically transfer the ALI reporting party location field into the incident location field on the incident initiation form if the user does not enter an incident location.
 26. The CAD system should have the ability to receive calls and initiate incidents from regular 7- or 10-digit calls.
 27. The CAD system should have the ability to receive calls and initiate incidents from an investigations request, from the field, and from the TDD emulator.
 28. The call taker should have the option of automatically attaching the content of the TDD conversation to a CAD system incident.
 29. The CAD system should support the definition of an unlimited number of incident types in the incident type database.
 30. The incident type field should be a minimum of six characters in length.
 31. The CAD system should afford the user the ability to select an incident type

- from a drop-down menu available from the initiation form.
32. The CAD system should provide a pick list of incident type codes in the event that the system cannot locate the entered incident type in the incident type database.
 33. The operator may enter the incident priority; otherwise, the CAD system should automatically enter the user-defined priority for the incident type.
 34. The CAD system should allow the incident type configuration to specify that only certain dispositions are valid for a specific incident type.
 35. The System's ability to create an incident type should be based on administrative rights.
 36. If an address is validated, the CAD system should automate checks and flag for previous incidents that have occurred at the location. If present, previous incidents should display in a separate work area so as not interrupt the Incident workflow.
 37. If persons or vehicles are entered as part of an Incident, the System should do a Previous Person and Previous Vehicle search and present them to the operator in the same manner as previous incidents.
 38. Authorized users should have the ability to enter addresses into an address alert file. If a new incident is created and a match is found in the address alert file, the dispatcher should be notified and be able to view the alert information.
 39. CAD should support multiple user defined premise information databases that are automatically searched and flagged for the operator anytime the incident is displayed.
 40. The premise records should be user defined searches by distance in feet for each type or premise record. For instance, a 1000-foot search for police premise, a 500-foot search for inoperable hydrants, and a 1500-foot search for street closures.
 41. The flags that indicate the existence of premise information should differentiate between an exact or in-the-area hit at the incident location.
 42. The creation of Premise records should be supported from within the CAD client by authorized users.
 43. The System should support the ability to graphically display on the mapping application premise information and link to appropriate documents via a single map click.
 44. Premise records should support the assignment of attachments to each premise record (i.e. such as a .pdf, .jpeg, .xls).
 45. The System should support the ability to automatically record in the incident when a user views the premise warning or hazard information.
 46. The CAD system should maintain an Incident History (including user name and ID) on each incident to include subsequent updates, including changes made to primary fields such as address and telephone number.
 47. The CAD system should provide the ability to display the Incident History on open and closed incidents.
 48. The CAD system should be capable of printing any incident, whether the incident is open or closed.
 49. The CAD system should provide subcomponents of an address (suite, front/rear, etc.).
 50. Suite/apartment number should be contained in its own field.

51. Building ID should be contained in its own field.
52. Ability to record Floor Number.
53. Subdivision should be contained in its own field.
54. When a partial location is entered, the CAD system should allow the user to view information about a location in a separate work area, without interruption of data entry in the primary work area.
55. The CAD system should allow the user to select the correct match from the list of possible address matches without having to retype the address.
56. The CAD system should allow the user to page to subsequent screens to view all available information about a location.
57. After an address has been selected, if a common place record exists at the exact address, the CAD system should allow the user to optionally select a common place match.
58. The CAD system should have the ability to provide detailed information on any option returned on the verification form, including displaying cross streets, premise information and response information and zooming the map, to assist in verifying the location.
59. Once the location has been verified, the CAD system should perform a check for duplicate incidents.
60. The CAD system should check incidents for duplicate calls based on a true radius search in a user-definable distance from a coordinate in the geographic area of the incident being initiated. Using predefined grids or artificial boundaries associated with tabular geo-file databases is not acceptable.
61. The CAD system should have the option of searching closed as well as open calls for a duplicate check.
62. The CAD system should display potential duplicate incidents in a separate work area so as not to cover the Incident form or interrupt the Incident workflow.
63. Ability to immediately display potential duplicate incident information during the incident entry process.
64. Ability to prompt operator to verify creation of another incident or to add supplemental information to an existing incident.
65. The CAD system should automatically generate the following:
 - a. A unique incident number
 - b. Geographic location information (e.g., reporting area, zone, village)
 - c. Date and time the incident was initiated.
 - d. ID or Badge Number of the operator who initiated the incident
 - e. ID of the workstation on which the incident was initiated
 - f. Incident priority based on incident type and/or special circumstances
 - g. Queries against the incident address, persons, and vehicles per the agencies configuration
66. The CAD system should display user-defined response messages to the operator for certain incident types, locations, areas and beats. An example might be referring a caller to animal control at a specific telephone number or advising that there is flooding in an area.
67. Incident initiation form should include the following:
 - a. Caller's name
 - b. Caller's location

- c. Caller's telephone number
 - d. In front of or At Location Flag
 - e. Location description
 - f. Separate fields for Latitude and Longitude
 - g. Incident location
68. The incident initiation form should be customizable to order fields and present only those fields that are needed for the customer's business processes.
 69. The CAD system should support creating multiple copies of an incident for the same agency based on Incident Type for the purposes of routing the same incident to multiple users within agencies to allow each copy to be managed individually.
 70. Each copy of the incident should have the same incident number with a unique copy identifier.
 71. Different copies can be routed to different users based on what each user must do for the incident.
 72. Each copy of the incident may be dispatched, updated and closed, without impacting the other copies.
 73. The Incident should have a consolidated view of all copies from within any incident form.
 74. The CAD system should support an intelligent work assist area that displays information relating to what the operator is doing in the Incident form area of the application.
 75. It should be possible to navigate a work assist area with a keyboard, without interrupting the Incident information in the form.
 76. The CAD system should support incident creation from the command line, creation form, and from the mapping application via a point-and-click or drag-and-drop method.
 77. The CAD system should be able to support multi-jurisdictional incidents and assign a unique incident number sequence to each.
 78. The CAD system should support the generation of multiple agency incidents for a single incident initiation (e.g., law, fire, EMS). Each agency should have control of its own databases, resources, procedures, and case numbers.
 79. The CAD system should allow incidents to be associated automatically (if configured by call type) at initiation, or users can manually associate incidents by use of a command.
 80. Agencies shall define by incident type the incidents that shall require the response of more than one agency.
 81. Associated incidents should be clearly denoted to indicate that there are other agencies responding. For instance, when a Fire incident is displayed, if there is an associated Police or EMS incident, the corresponding incident number should be displayed.
 82. The CAD system should have the ability to notify associated incidents when updates are made to any other associated incident.
 83. The CAD system should have the ability to clone incidents. Incident cloning allows for the creation of cloned (or linked) incidents after a parent incident has been created.
 84. Cloning should take place from the command line or from a new form.

85. The System should allow the user to clone incidents that have a pending, new, active, or closed status.
86. Cloned incidents should maintain the current date and time as well as the date and time of the original incident, for the purposes of reporting incident response time data.
87. The System should allow the dispatcher to designate the agency and the geographic area that will receive the incident during the cloning process.
88. Each cloned incident should have its own incident number.
89. The initiation process should not allow a user to clear an initiation screen in progress without a user warning.
90. Once a location has been verified and checked for duplicates, the CAD system should automatically route the incident to the proper user position(s).
91. Incident routing should be based on the incident location (i.e., zone, village, User ID).
92. The System should not limit the number of users that can review and update a single incident at the same time
93. CAD should allow the transfer of pending incidents from one dispatcher to another.
94. The CAD system should be able to retrieve pending incidents or closed incidents if new information has been discovered for dispatch.
95. By incident type, CAD should be able to override the standard routing, and route based upon a user defined alternative routing. For instance, all police incidents are normally zoned to a dispatcher based upon a coverage area. However, in the instance of a low priority incident that might require a telephone only response, these are routed to an alternate position. This is commonly referred to as a "Teleserve" function.
96. The call taker should have the ability to override the automatic system routing.
97. The System should have the ability for the call taker to handle the initial dispatch of high priority incidents with notification to the responsible dispatcher if the call taker has dispatching capabilities and can act as either a call taker or dispatcher.
98. The CAD system should provide for a minimum of five priority levels (numbered 1 through 5) for the purpose of assigning priority levels to incident types. Priority levels should be system-assigned based on incident type but may be overridden by a personnel incident creation.
99. CAD should provide the means to track race/ethnicity; sex; age; probable cause; arrests; citations; whether or not searches were conducted on the vehicle, driver, and/or passenger(s); and if contraband was discovered.
100. This data can be entered by any authorized user from the Vehicle or Person's screens on the CAD client.
101. The CAD system should support an expandable comments field that dynamically grows if more text is entered than can be displayed on the screen.
102. CAD should provide the call taker an interface with Priority Dispatch's EMD, EFD, and EPD products that allows call-takers to move within the protocol "cards" and provide the most appropriate instruction over the phone based on answers provided by the caller.

103. Responses to the Priority Dispatch program should be captured in the comments or audit trail of the event.

INCIDENT DISPATCH

1. CAD should route an incident based on the agency, type of incident, and its location. From this information, CAD determines the proper jurisdiction and agency. The incident is then routed to the appropriate position(s) covering the area that the incident resides in.
2. CAD should be able to route to all positions signed on to cover the area of response, or positions covering the override area. More than one dispatcher, as well as supervisors, should be able to monitor the various activity or calls at any time.
3. A function key should be used to dispatch a unit or units to an incident when the specified incident number and unit or unit ID's are typed on the command line.
4. A function key should be used to retrieve the oldest, highest-priority incident in the user's pending queue and display the dispatch recommendation form.
5. An Incident Dispatch form should provide the means to display and dispatch recommended units.
6. The CAD system should support the ability to dispatch additional units to an incident from the command line, and incident dispatch form, or using drag and drop functionality.
7. The dispatch recommendation should be configurable to display both available and unavailable units in the response area of the incident. Unavailable units should be highlighted with an identifier or by color-coding to indicate that they are busy but recommendable. The CAD system should allow the dispatch recommendation feature to be disabled system-wide, if an agency chooses not to use it.
8. If the dispatch recommendation is acceptable, the units should be able to be dispatched with a single keystroke.
9. The dispatcher should be able to override the System's unit recommendation.
10. Only units on duty should be recommended for dispatch.
11. The CAD system should support alternate dispatch recommendations for different types of crisis modes (severe weather, special events, etc.).
12. The CAD system should log the recommendation displayed for the user in the incident's history.
13. Units recommended for an incident should be based on the geographic area of the incident, the incident type, and the units' capabilities.
14. If AVL is available, the dispatcher should have the option of using an AVL (closest unit) recommendation or a geographic area recommendation.
15. Units recommended for fire and EMS incidents should be based on the location of the incident, the incident type, the fire zone, any known premise information, and the capabilities of both the apparatus and the staff.
16. There should be no limit to the number of units that may be dispatched to an incident. The CAD system should track all the units individually.
17. It should be possible to dispatch a responding unit to another incident of

higher priority. The CAD system should have the option of either allowing the original incident to drop into a configurable call "stack" or have the original incident return to a pending status. If sent to a pending status, the incident should be flagged, indicating that it was previously dispatched.

18. The CAD system should be able to return the freed incident to the pending queue with minimal user intervention.
19. Users should have the ability to dispatch multiple units to a single incident simultaneously from the command line.
20. If more than one unit is assigned to an incident at one time, the first unit should be designated as the primary unit and any additional units as backups.
21. Optionally, the System should allow the user to assign a specific unit as the primary unit.
22. Units may be "pre-assigned" to incidents. When a unit clears its assignment, it may automatically dispatch to the next "pre-assigned" incident.
23. The CAD system should record intermediate stops made by a unit en-route to another call for service.
24. The CAD system should allow off-duty units to be placed on duty and their status tracked for off duty employment.
25. The CAD system should have the ability to display and update incident information. There should be no limit to the number of authorized users that may review or update the same incident.
26. The CAD system should allow an unlimited number of updates and comments to each incident.
27. The CAD system should support a feature to alert the user when supplemental information is added to an incident, without requiring user action. The alert can then be cleared by the user after reviewing the update.
28. Users and other authorized staff should be able to add comments to any incident record, including closed incidents.
29. The CAD system should maintain timers for each incident and alert the user if the incident has "timed out." Timers are based on the priority of the incident. Pending incidents are timed by the priority of the incident. Timers should be configurable by the System Administrator.
30. The CAD system should support a function to reset timers for incidents that have timed out.
31. The CAD system should record in Incident History time-out and the time-out reset.
32. The CAD system users should be able to recall incidents for review, enter update information, or dispatch additional units.
33. The System should allow an incident to be displayed or updated by entering either the fewest number of significant digits or the unit ID of any unit assigned to the incident.
34. The CAD system should support incident recall using either the command line or preformatted screen.
35. All incident search results should be able to be sent to the printer.
36. The CAD system should be able to clear all units from an incident at closure and assign a final disposition code.
37. The CAD system should respond to the initial dispatch by:
 - a. Automatically assigning the dispatched units to the incident

b. Automatically removing the incident from the pending queue

- c. Automatically updating the incident in the incident status display
 - d. Automatically starting the status timers for the dispatched units
 - e. Automatically logging the dispatches in the incident history
 - f. Automatically stamping time, operator, and position for all actions
38. Incident searches should be performed interactively using the following:
- a. Incident number
 - b. Range of dates
 - c. Range of times
 - d. Geographical area or radius from a specific location
 - e. Incident type
 - f. Assigned unit
 - g. Assigned trooper
 - h. Disposition
 - i. Call taker ID
 - j. User ID
39. The CAD system should allow the call taker to dispatch the call based on the CAD system/AVL unit recommendation.
40. The System should be highly configurable and should support the following:
- a. Agency-defined response zones/beats/boxes
 - b. Agency-defined station order responses
 - c. Agency-defined responses
 - d. Agency-defined location or premise classifications
 - e. Agency-defined equipment or apparatus types
41. The System should provide the means to identify a "Split Crew" or "Cross Staffing" which is a single crew assigned to operate two pieces of equipment. For example, if the hazardous materials van leaves the station, the System should put the corresponding engine out of service. This should be done automatically without dispatcher intervention.
42. First responder recommendations should be configurable within the CAD system.
43. The System should include the ability to configure and designate mutual aid responses.
44. Special equipment requests should be configurable based on response and incident type.
45. Special equipment requests should be designated with the Incident Dispatch function to support on-the-fly requests from the field.
46. CAD should support a feature to handle a temporary change of quarters for Fire/EMS units to cover for a station that is low on resources.
47. Fire units put into a covering status should be recommended from the station for which they are covering.
48. The CAD system should allow supervisors to view all pending incidents system-wide
49. For traffic stops, entering the Unit ID should auto-populate other relevant data (officer badge number, etc.).
50. With a license plate and/or name entered into the proper fields of an incident, or from the command line, the CAD system should have the ability to perform automatic RMS/NCIC queries on the information.

51. The propose System should be able to scan returned queries, highlighting certain key words for the dispatcher (e.g., "wanted person," "stolen vehicle") capable of being modified by authorized personnel.
52. The results of any query made through The CAD system should be attachable to the CAD system incident.
53. Personnel should have the ability to transfer a created incident from one area to another.
54. The user should have the option of assigning a different disposition to each unit clearing an incident.
55. The CAD system should allow "incident closed" and "unit clear" commands. For example, the incident close command would close out the incident with a single disposition, regardless of how many units were on the assignment. The unit clear command would only clear the unit specified in the command from the incident. Once the last unit has been cleared from the incident, the incident would close. This would allow dispatchers to clear individual units from the incident yet keep the incident open should other units still be working on it.
56. Incidents should automatically route to the proper area based on a verified address.
57. Queries should have short cut codes, such as P for person, in which only the specific fields are used. Example, the code VIN should only use the VIN, vehicle year, vehicle make and state fields, where a V (vehicle) should have license, license year, etc. plus the VIN fields.
58. The CAD system should have the ability to assign stacked or pending calls to a unit or officer.
59. All attachments should be viewable from within the Incident record.
60. The CAD Command Line should support prompting the user for the next parameter required for each command. Users should be able to turn this feature on and off.
61. If more information is entered on the Command Line than can be displayed on a single line, the command line should wrap to display the entire string while typing.

UNIT

1. The CAD system should have the ability to track units through status changes.
2. The CAD system should support a central unit table for the creation of Unit IDs.
3. The CAD system should have the ability to assign capabilities to units for dispatch recommendation purposes.
4. Users should have the ability to update a unit's functionality in real time by either adding or removing capabilities.
5. The System should allow units assigned to an incident to be updated with a location other than the location of the incident without affecting the original incident location. An audit record (including time of change) should be written to the incident.
6. The CAD system should allow comment information to be entered during unit status updates. This comment information should be logged in the unit

- history and in the incident record if the unit is assigned to an incident.
7. Unit status should be capable of being updated using a command, form, mobile, mouse action, or function key.
 8. The user should have the ability to transfer units from one geographic area to another.
 9. The CAD system should allow dispatching and tracking of multiple units or changing multiple unit statuses at the same time.
 10. The CAD system should allow the user agency to define the following types of unit status parameters:
 - a. Special status colors
 - b. Allowing a unit to be available for dispatch while in a status
 - c. Allowing a unit to be available for recommendation while in a status
 - d. Time allowed in a status
 - e. Status code
 11. The CAD system should track time in status for each unit separately and should allow each unit to be dynamically assigned different time-out values. The CAD system should alert the user when each unit has timed out.
 12. When a unit is put into a status, the CAD system should assign a default timer defined for each status.
 13. The CAD system should support a function to reset timers for units that have timed out.
 14. The CAD system should support a function that allows unit timers to be reset to a default value for a given status.
 15. The CAD system should support a function that allows unit timers to be set automatically based upon not only the status but also the priority of the incident to which units are responding. For example, an en-route time to a low-priority incident has more allowable time than en-route time to a high-priority incident.
 16. The CAD system should allow an assigned unit to be exchanged for another unit.
 17. CAD should provide the ability to include odometer reading when a unit goes on duty, goes off duty, and at unit status changes.
 18. The CAD system should allow units to be placed on duty from a pre-formatted screen or command line.
 19. The on-duty entry should include assignment.
 20. Users should have the ability to make changes in the on-duty unit status.
 21. The name of a ride-along should be capable of being entered at unit sign-on. Multiple rider names can be added to a unit.
 22. The CAD system should have the ability to assign vehicles to individual officers and maintain that vehicle assignment through shift changes.
 23. If an ID number being assigned to a unit already has an assignment, then the CAD system should prompt the user to either change the badge number to the new assignment or maintain the old assignment.
 24. When an assignment is closed, the CAD system should maintain the officer ID number(s) associated with the assignment for audit purposes.
 25. The CAD system should provide a means to schedule groups of units to bring on duty at the same time.
 26. Ability to create shift schedules including the following data:
 - a. Unit ID (alphanumeric)

- b. Officer ID (one or more officers per unit)
 - c. Response area
 - d. Vehicle ID
 - e. Radio ID
 - f. Date and time scheduled for on-duty
 - g. Date and time scheduled for off-duty
 - h. Shift designator
 - i. Special equipment or response capabilities (including but not limited to shotgun, pro2, MAV, sponge gun, bean bag, etc.)
27. Ability to schedule shift/roster information up to 12 months in advance.
 28. Ability to upload shift/roster information to CAD based on scheduled shift start time
 29. Ability to modify shift/roster information up to scheduled shift start time.
 30. Ability to automatically (without user intervention) log on-coming shift into the System.
 31. Ability to pre-program and override shift change information (e.g., hours of shift).
 32. The CAD system should support the creation of Unit Groups for messaging and status changes.
 33. The CAD system should support a temporary unit feature (with a minimum six-character unit number), allowing units that are not predefined in the system or not on duty to be placed on duty and dispatched via a single function by the system administrator.
 34. Once the units complete the activity, they should be automatically taken out of service and removed from the system.
 35. The System should display area-specific units separately from roaming units.
 36. Authorized users should have the ability to add units to the master units table. At minimum, a master unit record should support the following fields: eight-character unit number, area designation, zone designation, and unit type (one-officer, two-officer, two-investigator, etc.).

MESSAGING

1. The CAD System should have the ability to send and receive messages to the following:
 - a. Personnel
 - b. Workstations
 - c. Predefined groups (all users, all personnel in zone, etc.)
 - d. Any combination of user-defined groups, such as personnel, workstations, and MDCs
2. The CAD System should have the ability to send messages to either individuals or specific devices.
3. The messaging system should be an internal part of the CAD system.
4. The CAD system should support the creation of dynamic messaging groups (i.e., when users sign on, the system should determine what groups they are members of, based on rules that are managed by the system administrator).
5. The CAD system should have the ability to send notification and

- recurring messages. Messages should be able to be defined for sending a prescribed number of times per hour, day, week, or month.
6. The CAD system should support unlimited logging of messages.
 7. The CAD system messaging should support the ability for users to:
 - a. Create free-form messages
 - b. Display messages via a single command
 - c. Have audible and visual signaling of received message.
 - d. Forward, reply to, and delete messages.
 - e. Send certified mail (i.e., sends an automatic message back to the sender when the mail is opened)
 - f. Send priority messages
 8. CAD messaging should allow messages to be routed to any system printer.
 9. CAD messaging should differentiate between CAD messages and messages returning from the message switch/NCIC.
 10. CAD messages should be able to be added to an incident history.
 11. CAD messages should be able to be sent from the command line.
 12. CAD messages should accept attachments.

ADDRESS BOOK

1. CAD should support a central Address Book for storing contacts, businesses and numbers to be used to address messages and look up information.
2. Personnel should be automatically added to the address book for access to emergency contacts and numbers.
3. CAD should support the creation of multiple address books.
4. CAD should support assigning security to address books.
5. CAD should support the creation of custom fields for address book entries.
6. CAD should support searching address books from a form and command line.
7. CAD should support key word searching for address book entries.
8. CAD should support attaching documents and hyperlinks to address book entries.

BOLO DATABASE

1. CAD should support a BOLO or Alert database to capture information about people and vehicles.
2. CAD should support the automatic query of the BOLO database whenever a person or vehicle is entered into the system.
3. CAD should support expiring BOLOs automatically after an elapsed time.
4. CAD should support manually expiring BOLOs.
5. CAD should support cancelling BOLOs.

CONTRACTOR ROTATION

1. CAD should support a support module for rotating Contractor or support personnel.
2. CAD should support the temporary removal of a Contractor from a rotation.
3. CAD should support the request for a Contractor from a person or vehicle record.
4. CAD should support the ability to cancel a Contractor request.
5. CAD should store all information about a Contractor request within the incident record

STATUS MONITORS

1. CAD should support user-defined windows or monitor sets for dynamically updated views of ongoing incident, unit, and interface activities.
2. The status monitor should allow the user to page via keystrokes or utilize the mouse to scroll to subsequent screens to view more incidents or vehicles than will fit on a single window.
3. Incident monitors should be able to display active/pending incidents by area and incident status.
4. The status monitor should support the ability for system administrators, groups, or each individual to configure the layout of the workstation screen(s), depending on the number of monitors at the workstations, so workstation windows for pending queues, active units display, active incidents, etc., are not "hard-coded".
5. The status monitor should make use of color, sound (.wav files), and flashing in addition to textual information to enhance status recognition. These assignments should be user-definable.
6. Filtering and sort order of data should be configurable per monitor set.
7. CAD commands and functions should be programmable as mouse functions uniquely for each individual status monitor.
8. The mouse functions should support setting default values (for example in building common status changes) or prompt the user to enter a value.
9. When using the mouse functions within the status monitor the functions should use the unit ID or incidents the user has selected, and not require them to re-enter this data.
10. When configuring a status monitor the user should be able to select the fields, the length of the fields, and the order of the fields to be displayed.

MAPPING

1. CAD should have a mapping display that utilizes and ESRI based map (or its equivalent).
2. The System should have ability to have user defined map layers for information such as: lakes, water ways, railroad, parcels, parks, building footprints.
3. The System should have ability to create links from the geo- file to specific documents for locations or map points. This may include Excel (or equivalent), Word, (or equivalent) or photos.

4. The System should have the ability to create links to the Web via points on the map.
5. The updates to the map should not affect CAD operations.
6. The CAD system should provide a tightly integrated mapping application that shows incident and unit location.
7. Mapping should run on the same workstation as the CAD application client software.
8. The maps should be resident on the CAD workstation for optimal local, wireless, and remote performance.
9. Mapping may be utilized in a wireless mode to support in-car mapping.
10. Mapping should graphically depict all active incident and unit information for the position.
11. Mapping should utilize the same coloring and textual information as CAD. For example, if the CAD system displays "EN" and a green color for en-route, the mapping application will do the same.
12. The CAD system and the map display should utilize the same ESRI geo-files.
13. The map zoom levels should be user defined by agency. For instance, Agency A wants the map zoomed to 1000 feet when recalling a dispatch, while Agency B wants the map zoomed to 2000 feet for the same function.
14. Mapping should support CAD command and mouse operations of zoom and pan functions.
15. Mapping should support unattended operations that cause the map to perform a function when the CAD system performs a function requiring map operations. For instance, when a call is displayed, dispatched, updated; the map is automatically zoomed.
16. Mapping should display the best route to an incident, including road conditions (e.g., closures, hazard warnings).
17. Mapping should provide distance and direction of travel information from any point to any point in the Geofile.
18. Mapping should provide a method to track and report specific common place locations to be used in the incident create process that allows the operator to create an incident without searching for the physical address for the common place location.
19. The tactical map should interact with the CAD system in the following manner:
 - a. The map should zoom in to the incident location when an incident is initiated or updated
 - b. Each unit's status should display as users update units on the CAD system
 - c. User may initiate incidents utilizing a "point and click" on the map
 - d. Users may update a unit's status from the map
 - e. Users may update, recall, or dispatch an incident from the map
 - f. Users may select Icons on the map and link to Web pages. For instance, an Icon might display a weather map of an area by linking to the local new channels weather radar
 - g. User may select layers of the map to turn on and off. For

- instance, displaying parcels or hydrant locations when needed
- h. The ability to pan the map by grabbing a map point with the mouse and moving it.
 - i. The ability to select unit(s) and have the map automatically size to display the requested units within the ma
 - j. With AVL the map should automatically pan to follow the selected unit(s)
 - k. The ability to have the CAD system send recommendation requests for best path routing to the mapping applications including road conditions (e.g., closures, hazard warnings), then display the recommendations to the dispatcher
 - l. The ability to double click on incidents and units to display additional detail as appropriate
 - m. The ability to support both meters and feet distances
 - n. The ability to have maps at any appropriately configured workstation local and/or remote
20. CAD should have the ability to display location details, including premise and hazard information either requested from the CAD client or from the Map
 21. The System should support Phase II wireless location display from cellular callers.
 22. The System should support automatic updating of Phase II locations, upon receipt of re-bid information from the 911 system.
 23. CAD should support the ability to configure the polling frequency of AVL equipped vehicles either by Agency, Unit Status or Vehicle Type.
 24. The user should be able to initiate a "Poll" or refresh of the units AVL location from the map at any time.
 25. AVL playback should be available to the authorized user from their map.
 26. The map should accept the closing and opening of roads.
 27. During road closure the user should be able to designate if an intersection should be treated as "open" so support crossing by public safety personnel.

TONING/PAGING/MESSAGING

1. CAD should have the ability to send tones, pages, and/or messages to individual smart devices and groups of smart devices and/or Fire Station toning systems.
2. When CAD is interfaced with a toning/paging/messaging system, the following features should be available:
 - a. Automatic and manual dispatch notification (toning)
 - b. Visual indication of when Public Announcement (PA) systems are activated for broadcasts during toning sequences
 - c. Manual control of Fire station bay doors and other toning system devices
 - d. Automatic resetting of status lights on the control panels of the toning/paging/messaging systems
3. CAD should have the ability to interface with Fire Station printers

through applications that facilitate sending messages of incident alarm details.

RADIO CONSOLE AND SUBSCRIBER INTEGRATION

1. CAD should have the ability to interface with 10 or more channel trunked radio system, which group radios to provide an effective method for radio communications between dispatchers and officers
2. CAD should have the ability to group users into talk groups so the same communication can go to all at one time.
3. CAD should have the ability to send alerts and alarms over the existing radios.
4. CAD should have the ability to retrieve radio assignment information.
5. The System should display Push-to-Talk information from the radio system on the CAD status monitors.

OFFLINE MODULE

1. CAD should have the ability to allow users to create/modify incident data if the connection to the CAD server is lost (offline) for any reason and to upload the data into CAD after the connection is reestablished.

SYSTEM INTERFACES

1. The System should have the ability to transfer event (incident) and audit records from CAD through trigger configuration. These transfers should be completed in near real time.
2. The System should have the ability to query external databases to get access to information, i.e., warrants, people, articles, guns.
3. Contractor's Proposal shall describe the query structure that will be provided.
4. The System should be integrated with an *ad hoc* report writer that allows a trained user to create reports from incident data.
5. The System should have a report scheduler that can schedule reports to be automatically run at user defined times.
6. Reports should be publishable to an intranet or internet.
7. CAD should have to ability to interface to TDD systems in order to accept emergency calls from hearing- or speech-impaired individuals.
8. CAD should have the ability to interface to an external master clock for time synchronization.
9. CAD should have the ability to interface with other 9-1-1 systems, and must be integrated with the NG911 system.
10. Anytime an incident is displayed, the caller's address, name, and phone number should display. Additional NENA information should be easily accessed for the incident by using function key.

REPORTING

1. Ability to create reports based on any available CAD data

2. Ability to create a standard Incident Detail Report by a single command, that includes all data associated with a specific incident formatted in an easy-to-read, professional style.
3. Ability to view, query and archive CAD logging data from a PC.
4. Ability to generate the following standard reports:
 - a. Activity analysis by day of week
 - b. Activity analysis by geographic area or any agency-defined layer
 - c. Activity analysis by hour of day
 - d. Activity analysis by shift
 - e. Incidents – by geographic area by hour of day
 - f. Response time by method of receipt
 - g. Response times by geographic area
 - h. Response times by type of call/priority
 - i. Total and average time on call – by day of week
 - j. Total and average time on call - by geographic area
 - k. Total and average time on call - by hour of day
 - l. Total calls for service by date by nature or disposition
 - m. Total incidents by date by nature or disposition
 - n. Total reports by date by disposition
 - o. Agency-defined query
5. Ability to record and create reports using the following information:
 - a. Alarm type and alarm company code
 - b. All associated geo-file information
 - c. ANI/ALI data including address and phone number
 - d. Available mobile to available at station
 - e. Available mobile to unavailable
 - f. Business or premise name
 - g. Call-Taker/Dispatcher ID
 - h. Comments/narrative (unlimited)
 - i. Commonplace name (e.g., parks, streets, schools)
 - j. Date and time call received by 911
 - k. Date and time incident entered
 - l. Date and time of held incidents
 - m. Date range
 - n. Disposition
 - o. Geographical areas defined by the user
 - p. Incident number
 - q. Incident type
 - r. Incident type/priority
 - s. Location address, description, supplemental location
 - t. On-scene to close of call by officer who arrive at scene
 - u. On-scene to transporting
 - v. Premise and prior information flag
 - w. Premise type (e.g., building, location, and person)
 - x. Priority
 - y. Reporting areas
 - z. Reporting party information, including name, address and phone
 - aa. Reporting zone

- bb. Responding to on-scene
 - cc. Source (e.g., 911 or 10-digit, radio, other codes as defined by PPD)
 - dd. Time range (any time-stamped event to any other time-stamped event)
 - ee. Unit/officer ID
 - ff. User name and ID of all users associated with the incident
 - gg. Workstation ID associated with all CAD functions performed on incident
6. Ability to print chronological incident and/or incident report listing
 7. Ability to query and print incident details, including:
 - a. Incident entry or incident number
 - b. Date/time received
 - c. Reporting zone
 - d. Activity code/incident type
 - e. Location or partial location
 - f. All incidents in a geographical region defined by the user
 - g. Priority
 - h. Reporting party/complainant/caller name
 - i. Phone number
 - j. Narrative
 - k. Vehicle description
 - l. License plate
 - m. Cancelled call
 - n. Disposition
 - o. Officers/units assigned
 - p. Time dispatched
 - q. En-route time
 - r. On-scene time
 - s. Available time
 - t. Officer reporting
 - u. All Call-Taker/Dispatchers handling incident
 - v. Any time-stamped event
 8. Ability to query using partial names and wild cards in any field within the incident.
 9. Ability to generate daily listing of incidents and officers assigned:
 - a. Incident number
 - b. Unit ID
 - c. Officer name (if available)
 - d. Officer ID (P number)
 - e. Disposition
 - f. Location
 - g. Date/time received
 - h. Ability to print audit report of changes to incident records:
 - i. Date/time of change
 - j. Workstation/terminal ID
 - k. Call-Taker/Dispatcher ID
 - l. Transaction type (deletion, edit, etc.)
 - m. Field modified (saving previous information)

- n. Incident location
- o. Actual dispatch location
- 10. Ability to direct inquiry results to any CAD printer.
- 11. Ability to view requested reports prior to printing.
- 12. Ability to restrict user actions by:
 - a. Warning of the number of records found
 - b. Using prompts to continue/refine/alter the query

SYSTEM ADMINISTRATION

1. Ability to create and maintain support data files used in dispatch center operations, including:
 - a. Street closures
 - b. Special equipment file
 - c. Telephone number lists
 - d. Notification lists
 - e. Personnel file
 - f. Special skills (e.g., foreign language, K-9)
 - g. Public agency referral lists (e.g., Board of Water Supply)
 - h. Special resource files
 - i. Files necessary for unit recommendation
2. Ability to create and maintain premise information
3. Ability to capture and maintain premise information in user defined categories or types.
4. Ability to define valid date ranges for time limited premise information at a given location (e.g., information valid between <start date> and <end date>) and notify supervisor of pending expiration dates.
5. Ability to define criteria for automatic premise information purges and activate or deactivate this feature.
6. Ability to create sign-on messages for subsequent shifts or individuals.
7. Ability to create and maintain automatic reminders of scheduled activities (radio tests, etc.):
 - a. Daily
 - b. Weekly
 - c. Monthly
 - d. Annually
 - e. Multiple activities or reminder per time slot

VIDEO (FIXED AND MOBILE)

1. The System should have the ability to display on the map the location of fixed security
2. Cameras.
3. The System should have the ability to allow the operator (call taker-dispatcher-supervisor) to view the camera video.
4. The System should have the ability to allow the operator (call taker-dispatcher-supervisor) to interface to PTZ camera control systems.
5. The System should present a single or common camera interface regardless of camera system type.

6. The System should have the ability to display video from in- car video systems.

NG911

1. The System should have the ability to accept and associate with the CAD incident any relevant electronic media received from the NG9- 1-1 network.
2. The Contractor commits to adhere to NENA i3 or the most current NENA standards in effect at the time of any upgrade, as new features are added to i3 or as new technologies become available.
3. The System should have a seamless workflow to accept multimedia electronic media from the NG911 network.
4. The System should have the ability to have the NG911 telephony user screens resident on the same workstation as the CAD.

TRAINING

1. Ability to simultaneously operate a "Training" system. The training system should have identical functionality as the live system but be available for training and scenarios.
2. Ability to simultaneously operate a "Test" system. The test system should be available to test system changes prior to their implementation to the training or live systems.
3. CAD should provide an on-line training database for testing that does not impact the live database. During sign-on the user should be able to select training or live mode.

SYSTEM HARDWARE AND SOFTWARE OBJECTIVES

1. The CAD, RMS and MDS system should be the manufacturer's most recent model available for installation that substantially meets the objectives of the GFD.
2. **Expandable:** The System should be directly expandable by adding, not replacing hardware.
3. **Fault Tolerance for CAD, RMS & MDS Servers:** The CAD, RMS and MDS computer system will be fully redundant and designed for high availability. In an environment in which any incident can potentially develop into a life or death situation, system reliability and availability are paramount. The extremely high reliability achieved by fault tolerance is therefore mandatory. A fault tolerant system is defined as a system that will continue operation despite any single hardware or software failure. This means that all critical system components must have a backup that takes over automatically in the event of failure.
4. **System Uptime:** Because of the critical nature of a CAD, RMS and MDS system, the solution must be operational and functional a minimum 99.999% uptime. Uptime is defined as the availability of the

application to the user. Downtime is defined as the unavailability of the application to the user. Extended downtime so that maintenance, upgrades, and application software enhancements can be performed is not acceptable for the new System.

5. **On-Line Maintenance and Repair:** The System should have established maintenance and repair schedules and procedures that can be performed while keeping the processes in operation. Providing cost effective maintenance alternatives will maximize availability of the application. The capability of the System should allow the user to maintain the System using commercially available management tools and without extensive training. The System must provide for the hot-swap replacement of components. The Contractor or any person servicing the System must be able to remove and replace servers, drives, and network components while the application and System remain operational.
6. **Data Communications/Networking:** Data communication is a fundamental component of a CAD, RMS and MDS system. The System should include a robust networking solution that isolates the CAD, RMS and MDS system from the remainder of the network and provides firewall and network intrusion detection and protection to the CAD, RMS and MDS system. The networking solution should be redundant and fault tolerant.
7. **Disaster Recovery:** The Contractor will provide the necessary hardware and software for an on-line (hot) disaster recovery system that will be located at a geographically separate site away from the dispatch center or production server location. Disaster recovery failover to a disaster recovery server should be configurable to be either automatic or initiated by manual operation.
8. **Information Technology (IT) Infrastructure:** A CAD, RMS and MDS system is expected to be maintained for an extended lifecycle spanning many years. The System should be based on standard IT components and managed using standard IT tools. The Contractor may utilize any the current versions of the following software components:
 - a. Microsoft Windows Server® operating system (or an equivalent)
 - b. Microsoft SQL Server® database software (or an equivalent)
 - c. Microsoft System Center Operations Manager® management software (or an equivalent)
 - d. ESRI ArcGIS® geographic information system software & tools (or an equivalent)

MAINTENANCE AND SERVICES

1. **Net clock for all system components:** The System should have the ability to independently use NTP protocol to maintain clock synchronization with a Master Clock. The Contractor shall provide the Net Clock for the System.
2. **System Processors:** The System should have sufficient capability and capacity to provide full system operation for current and future needs

of the GG's access lines at all times, including stand-alone operation without delays in displaying, transferring or ringing. The System server should have sufficient memory and a processor to accomplish the needs of the System now and in the foreseeable future.

3. **Software Updates:** The Contractor must provide – at no cost to the Government of Guam – all software releases designed to enhance the System and to keep the System state-of-the-art while the Base Contract or extensions are in force.
4. All software updates or enhancements must be accomplished without taking the System out of service.
5. **Training:** The Contractor shall provide training for the installed System to all Call Takers, Supervisors, Officers-in-Charge, and any pertinent Administrative Staff approved by the Fire Chief. Training should be detailed in the proposal.
6. **Trouble Reporting:** The Contractor shall maintain a 24/7/365 trouble ticketing system.
7. **Maintenance:** During the term of the awarded contract, the Contractor shall provide on-site maintenance technicians whenever requested by the Government of Guam, 24 hours per day, seven days per week, including holidays. Response time shall not exceed 1 hour after notification of a critical nature, and 4 hours for all others. Any on-site troubleshooting and replacement of defective components will be performed by the Contractor's manufactured certified technicians. Twenty-four-hour system monitoring, diagnostics and/or remote diagnostics shall be provided during the first year of the contract after the System is installed and is fully operational. The Contractor will be responsible for the cost for connectivity for the monitoring or remote monitoring of the CAD System.
8. **Future Expansion:** The System proposed should be capable of meeting the goals of GFD and the Government of Guam, as well as being capable future expansion in order to meet anticipated future growth. It should be capable of supplying the equipped wired and maximum quantities specified in this document without replacing any in-place common equipment. The System should be installed with adequate processor and hardware to meet this growth. Contractors shall describe the expansion capability of their System and equipment in their Proposals.
9. **System Testing Prior to Cutover and Turnover:** The Contractor must thoroughly test the entire System prior to conversion. The Contractor shall log all troubles found and make any necessary repairs or adjustments at their cost. These reports shall be submitted to the Government of Guam Project Manager showing all errors found and corrective action taken to resolve troubles. Should the same issues continue, the Contractor shall continue to make any necessary repairs or adjustments at no extra cost to GFD or the Government of Guam. The Contractor must provide an onsite engineer for at least fourteen (14) days after cutover.

DESIGN AND INSTALLATION SCHEDULE AND SUBMITTALS

For purposes of any awarded contract, the design of the NG911 and integrated CAD System will not be considered complete until all draft submittal comments have been addressed and the design is completed and submitted to GFD for final approval.



Paul S Rolinski <paul.rolinski@gfd.guam.gov>

TERMS AND CONDITIONS RESPONSE/REVIEW

1 message

Wilson, Todd A <tw9324@att.com>

Wed, Dec 4, 2019 at 3:47 AM

To: Jessica Toft <jtoft@guamag.org>

Cc: Paul S Rolinski <paul.rolinski@gfd.guam.gov>, "Frankhuizen, Rick" <wf2146@att.com>

Hafa Adai Ms. Toft,

Attached is a marked up version of the document you previously forwarded to AT&T for review.

AT&T comments are included in blue font. Both our contracts and legal teams were engaged in this effort, and I believe the mark-ups should provide insight regarding the way forward for both parties.

At this point, the company would still need to review the final version of the contract when provided, and there is some likelihood that additional changes may be required prior to signature. However, I believe this initial review is helpful in ensuring we can quickly close once final documents have been drafted.

In the meantime, if you feel you would benefit from communicating with our contracts folks directly, I can set up a conference call for everyone involved. If you have any other questions, please don't hesitate to contact me directly.

We very much appreciate your efforts up to this point, and look forward to working to closure in the coming weeks. Thanks. TW

Todd Wilson

Associate Director, Program Management

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GovGuam Sample RFP Contract Clauses (With Mandatory and Potentially Applicable Clause Breakdown).wrf 112519.docx

1514K

GOVERNMENT OF GUAM RFP CONTRACT CLAUSE LIST:

Mandatory Provisions Required by Guam Law for ALL GovGuam Contracts		
Type of Contract to be Used as listed under § 3119		2 GAR Div. 4 § 3114(f)(1)(D)
Term of Contract (how long is time of performance?) including all possible renewals or extensions, which must match RFP provisions		5 GCA § 5237(a) <i>See also</i> 5 GCA § 5350(a) and 18 GCA § 85402
Consent to Jurisdiction (and Venue: OPA and Superior Ct. Guam)		5 GCA §§ 5480, 5485, and 5703
Choice of Law		5 GCA § 5004, Gov't Claims Act: Title 5, Chapter 6
Mandatory Prohibitions (Prohibitions Against Gratuities and Kickbacks and Favors and Contingent Fees)		2 GAR Div 4 §11107(3), and (e), 5 GCA § 5630(c)
Contractor's Representation re: Ethical Standards		2 GAR Div. 4 § 11103(b) see also 5 GCA § 5626
Contractor's Representation re: Gratuities and Kickbacks		2 GAR Div 4 §11107(3), and (e), 5 GCA § 5630(c)
Contractor's Representation re: Contingent Fees		2 GAR Div 4 §11108(a)(3), (h), 5 GCA § 5631
Restriction of Employment of Sex Offenders		5 GCA § 5253
Binding Signatory (Governor and AG)		5 GCA § 22601 (and § 5121(b) and (c) (kind of))
Scope of Services/Work/Specifications		2 GAR, Div. 4 § 3114(c)(4) (for RFP's); See 5 GCA § 5030(e) in general
Compensation/Invoices/Payment Method (Consideration for K); see also Installment Payments under 2 GAR, Div. 4 § 3106		18 GCA § 85102(4); Method Differs K to K, depending on RFP negotiations or IFB solicitation; See, e.g., 2 GAR, Div. 4 § 3119 and FAR 52.232 (Required Payment and Compensation Clauses for Federal K's) FAR 52.216-7 (Allowable Cost/Payment)
Right to Inspect Physical Place of Business, Services, Supplies, or Location of Place of Performance of Contract (and Audit, Retention, and Access to Records)		5 GCA §§ 5240, 5113 and 2 GAR Div. 4 § 3123(c),(d),(e)
Mandatory Dispute Clause (NO ARBITRATION) *NO Arbitration, Mediation, or other similar clause violative of Guam's Government Claims Act Can be Included in Contract!*		2 GAR Div. 4 § 9103(g) and Pacific Rock I, Supreme Court of Guam case
Key Personnel		2 GAR, Div. 4 § 3114(f)(2)(C); (l)(2)(B); and (l)(C). 2 GAR, Div. 4 § 3116(b)(2)(A)(i). 48 CFR 1537.110 & 1552.237-72
Guam Debarment		5 GCA Chapter 5 Articles 9 and 11; 2 GAR, Div. 4 § 9102
Termination for Default		5 GCA §§ 5350, 5306(c) and 2 GAR Div. 4 § 6101(8)(a)
Termination for Convenience		5 GCA §§ 5350, 5306(c) and 2 GAR Div. 4 § 6101(10)
Compensation		2 GAR Div. 4 § 6101(8)(d)

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Liquidated Damages (If required; for any construction/buildout)	5 GCA §§ 5350, 5306(c) and 2 GAR Div 4 § 6101(9)(a)(b)
Remedies	2 GAR Div. 4 §§ 6101(12) and 5106(12)
Changes (Changes in the work and Changes in the time of performance, i.e., Change Orders)	5 GCA §§ 5350 and 5306(a)(1); 2 GAR Div. 4 § 6101(3)(a)
Unanticipated Price Adjustment Clause	5 GCA §§ 5350 and 5306(b); and 2 GAR Div. 4 § 6101(6)
Claims Based on Procurement Officer's Actions or Omission	2 GAR Div. 4 §§ 6101(7) and 5106(8)
Variation in Estimated Quantities	5 GCA §§ 5350 and 5306(a)(2); and 2 GAR, Div. 4 § 5106(4)
Suspension of Work (i.e., Stop Work Orders)	5 GCA §§ 5350 and 5306(a)(3); 2 GAR, Div. 4 § 5106(5)
Differing Site Conditions	5 GCA §§ 5350 and 5306(a)(4); and 2 GAR, Div. 4 § 5106(6)
Three-year retention of Records	2 GAR, Div. 4 § 3124(b)
Mandatory Withholding of BPT Taxes for Contractors with no Guam Business License (RFP's and service IFB's ONLY)	11 GCA § 71114(b)
Wage and Benefit Compliance for Contractors Providing Direct Services (Services or Construction IFB's, and all RFP's) (US DOL Determination, current and future)	5 GCA §§ 5801 and 5802
Wage and Benefit Compliance for Contract Renewals (Services or Construction IFB's, and all RFP's) (Current US DOL Determination applied if any renewals of K)	5 GCA §§ 5801 and 5802
Matching Health benefits to US DOL Wage Determination and 10 days minimum holidays (Services or Construction IFB's, and all RFP's)	5 GCA § 5802
Independent Contractor- No Govt Guam Insurance, Vacation or Payment/Withholding of taxes (except for BPT) (See #28)	11 GCA § 71114(b)
Subcontracting (in general)	See, 2 GAR Div. 4, § 3114 (f)(1)(H)(iii); and 2 GAR, Div. 4 § 3114 (f)(1)(H)(v)
Guam False Claims and Whistleblower Act	5 GCA Chapter 37: §§ 37101, 37208, 37412
Effective Date (AG and Governor execution)	5 GCA § 22601
<u>Mandatory Special Provisions for Multi-Term Contracts</u>	
Contract Term/Multi-Term (Options)/Multi-Term/Special Extension/ Extension language for Fed Grant terms	5 GCA § 5237
Funds Available for First Fiscal Term	5 GCA § 5237(a)
Cancellation if Funding Not Available After First Fiscal Term (Funding Contingency) and Notice	5 GCA § 22401(a)(3); 2 GAR, Div. 4 § 3121(a)
<u>Mandatory Special Provisions for Fixed-Price with Price Adjustment Contracts and Price Adjustments</u>	
2 GAR, Div. 4 § 3119	
Conditions for Price Adjustment	2 GAR, Div. 4 § 3119(d)(3)(A)
Formula for Price Adjustment	2 GAR, Div. 4 § 3119(d)(3)(A)
Price Increase and Notice Provision (Only applicable if K allows unilateral price increase by Contractor)	2 GAR, Div. 4 § 3119(d)(3)(B)

AGREEMENT FOR _____ SERVICES

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Three-Year Retention and Auditing for all Contracts other than Firm Fixed-Price (Required for ALL contracts that are not Firm Fixed-Price, not just Fixed-Price with Price Adjustment K's)	5 GCA § 5241(b); 2 GAR, Div. 4 § 3124(b).
<u>Mandatory Special Provisions When Cost or Pricing Data Required</u>	
Notice that Certificate of Cost or Pricing Data is required for K price adjustments of more than \$100K (Includes IFB and RFP)	2 GAR, Div. 4 § 3118 (b)(1)(B)
Defective Cost or Pricing Data (Includes IFB and RFP)	2 GAR, Div. 4 § 3118(f)
Three-year Retention and Auditing of Cost or Pricing Data Records	5 GCA § 5241(a) and 2 GAR, Div. 4 § 3124(b)
<u>Mandatory IT Project K Provisions</u>	
Office of Technology must be Project Manager	5 GCA § 20207

CONTRACT CLAUSES:

THE FOLLOWING ARE MANDATORY CONTRACT PROVISIONS REQUIRED BY GUAM LAW. DO NOT ENTIRELY REMOVE ANY OF THESE PROVISIONS: ALL TOPICS AND ITEMS HIGHLIGHTED IN YELLOW MUST BE DETERMINED IN ACCORDANCE WITH THE PROVISIONS OF THE RFP, CONTRACT NEGOTIATIONS, AND THE REQUIREMENTS OF ANY SPECIFIC FUNDING SOURCE.

**SECTION 1
CONTRACT DOCUMENTS**

It is hereby mutually agreed that the following list of documents which are attached hereto, bound herewith or incorporated herein by reference shall constitute the "Contract Documents," all of which are made part hereof, and collectively evidence and constitute this Agreement between the parties hereto, and they are as fully a part of this Agreement, as if they were set out verbatim and in full herein:

- a. The Request for Proposals, and all notices, conditions, attachments, and instructions for *AGENCY* RFP _____, which includes the Specifications contained in the Scope of Services;
- b. Any addendum to, or *AGENCY* responses to questions submitted for Request for Proposals *AGENCY* RFP _____;
- c. Contractor's Proposal submitted in response to Request for Proposals, *AGENCY* RFP _____;
- d. This Agreement and any Amendment or Change Order thereto; and

AGREEMENT FOR _____ SERVICES
 _____ Project
 AGENCY RFP _____

e. Any General or Special Terms and Conditions of any funding source.

SECTION 2 PARTIES

The Parties to this Agreement are the *AGENCY* (“*AGENCY*”), an agency of the government of Guam, and _____, (“Contractor”), who may be hereinafter together referred to as “the Parties.”

SECTION 3 SCOPE OF AGREEMENT

This Agreement supersedes any and all prior agreements, either oral or in writing, if any, between the Parties hereto with respect to the retainer of Contractor by *AGENCY* and contains all of the covenants and agreements between the parties with respect to the subject matter of this Agreement. Each party to this 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 is not embodied herein, and that any other agreement, statement, or promise not contained in this Agreement shall not be valid or binding on the Parties with respect to the subject matter of this Agreement. This Agreement, and any modification hereto, is not binding until approved by the Attorney General of Guam and executed by the Governor of Guam. Any modification of this Agreement will be effective only if it is in writing, approved by the Attorney General of Guam and executed by the Governor of Guam.

SECTION 4 CONTRACT TYPE AND PRICE

This is a multi-term Firm Fixed-Price Contract. The total payment to Contractor under this Contract will be _____ (US dollars).

SECTION 5 CONTRACT TERM AND/OR OPTION TO PURCHASE

A. This Agreement shall be valid upon its full execution by all necessary parties. The Effective Date of the Agreement shall be the date upon which the Governor of Guam signs the Agreement. The term of this Agreement is _____ years, with possible extensions and/or renewals totaling up to _____ additional years. In no circumstances shall this Agreement extend beyond five (5) years.

B. All Services to be performed by Contractor on the Project under this Agreement shall commence upon issuance of a Notice to Proceed (“NTP”) by *AGENCY* and continue pursuant to the Schedule of Services of this Agreement, and in accordance with the Scope of Services and the Contractor’s Proposal, and until the expiration, cancellation, or termination of this Agreement or any extension or renewal thereof. There is no right or expectation of renewal or extension and any renewal or extension will be exercised solely at the discretion of *AGENCY*.

AGREEMENT FOR _____ SERVICES
_____ Project
AGENCY RFP _____

C. Initial Term. The initial term of the contract shall be for _____ (months/years) and shall begin upon the date that the Governor executes the Agreement. After the Governor has executed the Agreement, the *AGENCY* will issue the NTP to notify the Contractor that services may begin.

D. **Renewal Terms.** At the sole option of the *AGENCY*, and upon satisfactory performance by the Contractor, the Agreement may be renewed for any number of time period(s) determined to be in the best interests of the government of Guam, for a total of up to _____ additional [months or years] (each being a "Renewal Term") for the purposes of _____ [must state reasons for or conditions of renewal here]. Any Renewal Term shall not be subject to negotiation, but shall be a continuation of the Agreement on the same terms, conditions, and pricing as in effect under the existing Agreement. All Renewal Terms are subject to the availability of additional funds.

AT&T's Response:

AT&T would request that any renewal be upon the mutual agreement of the Parties.

E. Negotiated Extension Terms. At the sole option of the *AGENCY*, and upon satisfactory performance by the Contractor, the Agreement may be extended for any number of time period(s) determined to be in the best interests of the government of Guam, for a total of up to _____ additional [months or years] (each being a "Negotiated Extension Term") for the purposes of _____ [must state reasons for or conditions of extension here][usually for ongoing maintenance or services at different rates than in the original contract]. Any such extension of the Agreement may be subject to negotiation, and is subject to the availability of additional funds.

F. No Cost Extension Terms. Should the awarded Contractor require additional time to complete any contract objectives, for good cause, and at the sole option of *AGENCY*, this Agreement may be extended for [one] Extension Term of _____ [insert calculated time frame, ex: three months, six months, nine months, etc.; recommended to limit to less than one year], as approved by the [Federal Awarding Agency], with no additional obligation of any funds by *AGENCY* (each being a "No Cost Extension Term"). If *AGENCY* elects to extend the Agreement in this manner, the No Cost Extension Term shall be exercised by *AGENCY* through the execution of a written determination signed by the Procurement Officer and placed in the contract file prior to the end date of the period of performance of the Federal Award/funding source. Any such extension shall not be subject to negotiation, but shall be on the same terms, conditions, and price as in effect under the existing Agreement, at no additional cost to *AGENCY*, and no additional obligation of funds by the government of Guam.

G. Option to Purchase. At the sole option of *AGENCY*, the *AGENCY* shall have the option to purchase _____ [the equipment, materials, hardware, software, and systems installed, etc.] at _____ [type of pricing]. *AGENCY* may exercise this option to

AGREEMENT FOR _____ SERVICES

_____ Project

AGENCY RFP _____

purchase at any time during the time this Agreement or any extension or renewal thereof is in effect by providing written notice to the Contractor that the option will be exercised. Consideration for the exercise of this option to purchase shall be as provided in the Compensation and Payment Sections of this Agreement. If the option is not exercised prior to the expiration, termination, or cancellation of this Agreement, Contractor shall be released from all obligations under this Agreement and *AGENCY* shall retain no interest in the equipment, materials, and systems installed for the Project.

AT&T's Response:

Not sure if this is relevant to this engagement. If not, then suggest we delete.

All Renewal Terms, Negotiated Extension Terms, and Options to Purchase are subject to the availability of funds. In no case shall any extension or renewal extend the total of the terms of the contract beyond five (5) years. Unless cancelled for lack of funds, terminated, renewed, or extended prior to expiration, this Agreement shall expire at the end of the Initial term or at the end of any subsequent Renewal Term, any subsequent Negotiated Extension Term, or any No Cost Extension term exercised by the *AGENCY*.

**SECTION 6
CONTRACTOR'S SCHEDULE OF SERVICES.**

A. The Contractor, promptly after execution of this Agreement and no later than 7 days after issuance of a Notice to Proceed ("NTP"), shall prepare and submit for *AGENCY*'s approval, Contractor's Schedule of Services. The schedule shall not exceed time limits current under this Agreement, shall be revised at appropriate intervals as required by the conditions of the Services, shall be related to the Services to the extent required by this Agreement, and shall provide for expeditious and practicable execution of the Services. **The Project Manager shall also have oversight of the Schedule of Services.** The Contractor agrees to provide the Services in the Scope of Services for **two years** from receipt of the NTP from *AGENCY*, and as provided in any extensions or renewals agreed to in writing by the Parties.

B. **The Contractor shall prepare an Equipment Schedule promptly after execution of this Agreement and no later than twenty (20) days after issuance of the NTP, and thereafter as necessary to maintain a current Equipment Schedule and shall submit the schedule(s) for *AGENCY*'s approval. *AGENCY*'s approval shall not unreasonably be delayed or withheld. The Equipment Schedule shall: (1) *; (2) be coordinated with the Contractor's Schedule of Services; and (3) allow *AGENCY* reasonable time to review the schedule. If the Contractor fails to submit an Equipment Schedule, the Contractor shall not be entitled to any increase in time or price for performance of the Services based on the time required for review of**

C. The Contractor shall perform the Services in accordance with the most recent schedules approved by *AGENCY*.

**SECTION 7
SCOPE OF SERVICES**

AGREEMENT FOR _____ SERVICES
Project _____
AGENCY RFP _____

All Services under this Agreement shall be performed by Contractor in accordance with all applicable federal and local codes, standards, and guidelines, including current or updated standards for __, as those updates become effective, and any applicable Guam codes. The Scope of Services includes the following:

A. CONTRACTOR RESPONSIBILITIES

1. Contractor shall conduct research and inspections to determine working conditions and any special needs/requirements for execution of the Project.
2. Contractor shall be responsible for mobilization and site preparation a required for the services involved.
3. Contractor shall be responsible for providing appropriate personnel for all stages of the Project.
4. Contractor shall be responsible for providing and maintaining all necessary tools, equipment, systems, hardware, software, labor, and the operation of these tools, equipment, systems, hardware, and software throughout the duration of the project.
5. Contractor shall be responsible for making any minor modifications required to allow proper use of the new equipment, hardware, software, or systems.
6. Should any damage related to or unrelated to utilities, buildings, personal or private property, equipment and components occur as a result of Contractor's actions, all expenses to restore these systems to their original condition shall be borne by the Contractor.
7. Contractor shall furnish at its own expense, all proper and adequate equipment, materials, labor, personnel, and supplies necessary to perform the Scope of Services in a safe, professional, workmanlike and diligent manner, and shall provide and have available at all times for use by its employees engaged in the performance of such services all safety equipment and appliances needed for maximum protection of its employees and other persons against injuries.

B. **** SERVICES

1. Services * Add in Scope of Services as in RFP and as Negotiated*

2. Lease of Equipment

a Subject to the terms and conditions and option to purchase contained herein, Contractor hereby leases to *AGENCY*, and *AGENCY* leases from Contractor, the items of personal property (herein referred to collectively as the "Equipment," or individually, as an "Item of Equipment") described more fully in one or more Equipment Schedules executed by *AGENCY* and Contractor, designated Exhibit A and numbered sequentially.

b. At such time as all Equipment listed on an Equipment Schedule is operational, in good working order and available for use by *AGENCY* and the government of Guam, *AGENCY* shall complete and deliver to Contractor an executed equipment acceptance ("Equipment Acceptance"). Contractor shall make available to *AGENCY* such information as *AGENCY* shall reasonably request from time to time in respect of the installation of the Equipment. In the event that: (1) *AGENCY* shall fail timely to execute and deliver to Contractor such Equipment Acceptance; or (2) *AGENCY* shall reject the Equipment; in either case for any

reason, Contractor is obligated to provide Equipment in accordance with the Contract Documents, the RFP, and the terms of this Agreement.

AT&T's Response:

Not sure if this is relevant to this engagement. If not, then suggest we delete.

3. Laws, Permits and Regulation

- a. The Contractor shall obtain all **required permits** required for the installation, operation and maintenance of the system. *AGENCY* agrees to facilitate Contractor's acquisition of permits; however, Contractor is ultimately responsible for obtaining permits and any action or inaction by *AGENCY* shall not relieve Contractor of this responsibility.
- b. Contractor shall pay all fees and charges for connection to outside services, utilities, and use of property other than the site of the services for storage of materials or other purposes.
- c. Contractor shall comply with all federal and local laws, ordinances, regulations and building code requirements applicable to services hereunder unless in conflict with contract requirements. If Contractor ascertains at any time that any requirement of this contract is at variance with applicable laws, ordinances, regulations, or building code requirements, Contractor shall promptly notify the *AGENCY* Procurement Officer.

AT&T's Response:

AT&T will be responsible for obtaining licenses and permits required for its work at its cost, and *the Agency* will be responsible for obtaining any easements, rights-of-way or other consents required, at its cost.

4. Contractor's Obligations

- a. Contractor shall, in good professional and workman**like manner**, do and perform all services and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the services required by this Agreement, the RFP, and the Contract Documents within the time herein specified in strict accordance with the plans and proposals of the services covered by this contract

and any and all supplemental plans and drawings, and in accordance with the directions of the *AGENCY* Procurement Officer as given from time to time during the progress of the services.

- b. Contractor alone shall be responsible for the safety, efficiency and adequacy of his plant, worksite, appliances and methods, and for any harm or damage, which may result from their failure or their improper , maintenance or operations.

- c. Contractor shall observe, comply with and be subject to all terms, conditions, requirements, and limitations of the Request for Proposals, Agreement, plans, and specifications and shall perform and complete the entire services per approved plans and specifications, whichever is more stringent.
- d. Upon completion or termination of the Services, the Contractor shall remove from the site of the Services all temporary structures, waste materials, and rubbish resulting from its operation, leaving the site of the Project in a neat and presentable condition. In the event of the failure to do so, the same may be done by *AGENCY* at the expense of the Contractor.

5. Engineering and Layout

- a. Contractor shall provide competent engineering and design services to execute the Services and provide an adequate system in accordance with the Contract Documents and RFP requirements.
- b. Contractor shall provide plans, drawings, and specifications of its proposed system before undertaking any services or installing or implementing any equipment or systems, and shall be responsible for the operability of all finished services and systems.

6. Methods

- a. Contractor shall use proper and efficient methods and appliances for the performance of all the operations connected with services embraced under these specifications, drawings and Agreement to secure a rate of progress, which will secure completion of the services within the time specified.
- b. If, at any time before commencement of services, or during the progress thereof, such methods, equipment or appliances are inefficient or inappropriate for securing said quality of services or said rate of progress, *AGENCY* may order the Contractor to increase their efficiency or to improve their character, and the Contractor must conform to such order(s).
- c. The failure of the *AGENCY* to demand such increases of efficiency or improvement shall not relieve the Contractor or his sureties from the obligations to secure such quality of services and said rate of progress and the completion of the services as required herein.

7. Labor and Materials

- a. The Contractor shall furnish all labor, materials, and equipment for the execution of the Services and installation of systems and equipment according to the RFP specifications and Contract Documents.

- b. Where no specifications are contained therein for whatever may be necessary, Contractor shall do all that may be termed ordinary, customary or essential to a job to be well and reliably completed. This includes concealment of all pipes, wires, and other rough items of installation, in a manner acceptable to the *AGENCY* Procurement Officer; and structural safety shall not be impaired by such concealment. As well, services not particularly detailed, marked or specified shall be of equal quality as similar parts that are detailed, marked or specified.
- c. All material finished for and used in the Project shall be of kind and grade specified; and where not specifically called for, such material shall be at least of customary standard grade for the Services called for in the Request for Proposals.
- d. All Services shall be executed in accordance with the performance standards acceptable for Contractor's and any subcontractors' trades. Contractor warrants that the Services shall be performed in a diligent, professional, and workmanlike manner by qualified persons and using competent professional knowledge and judgment and shall conform to Good Industry Practices and the requirements of this Agreement (the "Services Warranty"). If any portion of the Services fails to comply with this Services Warranty and *AGENCY* or the Project Manager promptly notifies Contractor of such non-conformance along with evidence which reasonably demonstrates Contractor's culpability, Contractor shall promptly re-perform the non-conforming Services and any additional Work required under the Equipment Warranty without additional compensation from *AGENCY*. The Services Warranty Period shall be concurrent with the Equipment Warranty Period.
- e. Full safety and security is essential; and the Contractor guarantees to accomplish safe and quality services required throughout the Project.

8. Guarantee/Warranty of Deliverables, Equipment, and System(s)

- a. Except as otherwise specified, all deliverables, equipment, or systems shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment, or workmanship during the tenure of the contract and any extensions, and for one (1) year after the exercise of any option to purchase the system by *AGENCY* ("Equipment Warranty"); this one (1) year term shall commence upon the Contractor's turnover of the system to *AGENCY*.
- b. In the event that the Contractor develops software and applications for the government of Guam, the Contractor shall commit to a minimum warranty period of one (1) year for the software and applications related to this Agreement. Contractor warrants against any surreptitious programming codes, viruses, Trojan Horses, 'back doors' or other means to facilitate or allow unauthorized access to the _____ or any other governmental systems for one (1) year after the expiration or termination of this Agreement. Notwithstanding prior acceptance of deliverables *AGENCY*, the Contractor

shall expressly warrant all delivered programs, equipment, and products as properly functioning at the start of operations and compliant with the terms of the Agreement thereafter ("Software Warranty"). Contractor shall also expressly warrant that all delivered programs, equipment, and products are upward compatible with any other Product. The warranty period will begin at the time the implementation of the system has been formally accepted in writing by *AGENCY* and shall continue in effect throughout the duration of this Agreement, and for one (1) year after the expiration or termination of this Agreement. During this warranty period, the Contractor shall be responsible to correct, at its expense, any problems, defects and/or deficiencies reported which do not meet the specifications set forth in the Scope of Services. The Contractor will correct all defects and deficiencies in the system and replace incorrect or defective programs and documentation within five (5) business days of notification from *AGENCY* or the Project Manager of such deficiencies or within such period as may be necessary to make correction(s) using all due diligence and dispatch as agreed upon between *AGENCY* and the Contractor. Deficiencies properly noted before expiration of the warranty will be covered regardless of such expiration. System modifications and other changes made during the contract period will also be covered by this warranty.

- c. If within any guarantee/warranty period, repairs or changes are required in connection with guaranteed equipment or systems which, in the opinion of the *AGENCY* Procurement Officer, is rendered necessary as the result of the use of materials, equipment or workmanship which were inferior, defective or not in accordance with the terms of the Agreement, the Contractor shall promptly comply upon receipt of notice from *AGENCY* and without expense to *AGENCY*:
 - i. Place in satisfactory condition in every particular all of such guaranteed equipment and systems and correct all defects therein; and
 - ii. Make good all damages to the equipment, systems or contents thereof which, in the opinion of the *AGENCY* Procurement Officer, are the result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the Agreement.
- d. In any case wherein fulfilling the requirements of the Agreement or of any guarantee embraced in or required thereby, the Contractor disturbs any work, equipment, or systems guaranteed under another contract, Contractor shall restore such disturbed work, equipment, or systems to a condition satisfactory to the *AGENCY* Procurement Officer and guarantee such restored work, equipment or systems to the same extent as it was guaranteed under such other contract.
- e. If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, *AGENCY* may have the defects corrected and the Contractor and its surety shall be liable for all expense incurred.
- f. All special guarantees applicable to definite parts of the services, equipment, or systems shall be stipulated in the specifications or other papers forming a part of

the Agreement and shall be subject to the terms of this paragraph during the first year of the life of such special guarantee.

AT&T's Response:

AT&T is not the equipment or software manufacturer. AT&T does not warrant or guarantee the equipment or software that it sells, but will pass through to the Agency any warranty available from the equipment manufacturer. AT&T disclaims any warranty as stated above.

AT&T suggests the following as a complete replacement for this Section.

1. Purchased Equipment and Vendor Software Warranty. AT&T shall pass through to Customer any warranties for Purchased Equipment and Vendor Software available from the manufacturer or licensor. The manufacturer or licensor, and not AT&T, is responsible for any such warranty terms and commitments. ALL SOFTWARE AND PURCHASED EQUIPMENT IS OTHERWISE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS.

2. Disclaimer of Warranties. AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER) AND MAKES NO GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION.

3. Application and Survival. The disclaimer of warranties set forth in this Agreement will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages and will apply so as to limit the liability of each party and its Affiliates and their respective employees, directors, subcontractors and suppliers. The limitations of liability and disclaimers set out in this Section 6 will survive failure of any exclusive remedies provided in this Agreement.

9. System Failure or Damage

In the event of system failure or damage, as defined in this paragraph, directly caused in whole or in part as a result of the services provided by the Contractor, Contractor agrees to use its best efforts to restore the system to operational capacity. System failure or damage for purposes of this Contract will mean the inability of any mechanism provided by the Contractor pursuant to the terms of this Contract, to operate properly and, as a result of its failure to operate properly, critical government functions, including sending and receiving data information, are unable to be performed.

SECTION 11

AGREEMENT FOR _____ SERVICES

Project _____

AGENCY RFP _____

PROGRESS AND COMPLETION

A. Any time limits stated in this Agreement, and/or stated any of the schedules required under this Agreement, are of the essence of the contract. By executing this Agreement, the Contractor confirms that the time specified for performance of the Services is a reasonable period for performing the Services.

B. The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by this Agreement to be furnished by the Contractor and Owner. The date of commencement of the Services shall not be changed by the effective date of such insurance.

SECTION 12 COMPENSATION

AGENCY will compensate the Contractor for the services and systems implemented utilizing progress payments that shall be aligned with the Scope of Services, Contractor's Schedule of Services, and Cost Proposal, and based upon actual services completed, which have been verified by the Project Manager.

AGENCY agrees to pay Contractor at the rates agreed for the Services described in the RFP and Attachment A, Schedule of Services, [If applicable also insert: Attachment B, Contractor's Cost Proposal, Attachment C, Service Level Agreement, and Attachment D, License Agreement. *AGENCY* agrees to pay to the *AGENCY* or its Assignee the following amounts ("Rental"), for all of the Equipment in the Equipment Schedule, upon written acceptance by *AGENCY* of the Equipment/ as required under this Agreement: *Rental amount here*.

The total payment under this Contract will not exceed [spell out dollar amount, followed by number in parentheses (\$)]. Payment shall be made [Insert when the Contractor will be paid, for example: "when services are completed," "monthly," or other appropriate time period]. Payment shall be made as specified in the Payment and Application/Invoicing Sections of this Agreement. No payment shall be made for work performed before the Effective Date of this Contract. Contractor shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Contract. Should the Contractor fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Contractor performs its duties and responsibilities to the satisfaction of *AGENCY*.

A. Invoice Payment. *AGENCY* will remit payment of invoices to the Contractor in accordance with the Schedule of Services, Equipment Schedule, and the Applications for Payment/Invoices and Payment Sections of this Agreement.

B. Payment Retained and Exercise of Option to Purchase. *AGENCY* will withhold

(retain) ten percent (10%) of each payment due until the Contractor successfully completes the deliverables for the proposed system(s) within the stated deadlines, the _____ system(s) and equipment are installed and operational, *AGENCY* has given written acceptance of the final product including all written documentation, and has exercised the option to purchase. Upon Agency's final acceptance of the _____ system, equipment, and all related Services, retainage will be reduced from ten percent (10%) to zero percent (0%). Retained amounts shall be paid when the Project is completed and all forms have been provided to *AGENCY* as set forth in the Proposal, Contract Documents, and this Agreement.

AT&T's Response:

Section allows for Agency to retain 10% of each payment until final completion and acceptance. AT&T expects to be paid in full for its services as they are delivered and invoiced. AT&T requests that this Section be deleted from the final agreement between the Parties, unless required by statute.

Payments of invoices will be based upon the Contractor meeting the stated deadlines and upon the State's acceptance of the deliverables. Should the Contractor fail to comply with the provisions of the Agreement, payment for portions of the Agreement will be withheld until such time as the contract terms have been implemented. Administrative, contractual, and/or legal remedies will be implemented if it appears the Contractor has breached or defaulted on the Agreement.

C. Final Product/Services Clause. At any time, but prior to Acceptance of the System and/or Services, the parties agree that should the _____ and/or Services materially fail to perform substantially in compliance with the Agency's Specifications, the Contractor's liability in such an event will be to return all fees paid by the Agency to that point. Prior to Acceptance, such termination decision will be at the sole discretion of the Agency and is in addition to any other Termination provisions contained within this Contract.

**SECTION 13
SCHEDULE OF VALUES**

Where this Agreement is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to *AGENCY*, with the Equipment Schedule, a Schedule of Values allocating the entire price under this Agreement to the various portions of the Services and Rental for the equipment and components of the _____ system listed in the Schedule of Services and the Equipment Schedule. This Schedule of Values shall be prepared in such form and supported by such data to substantiate its accuracy as *AGENCY* may require. This schedule, unless objected to by *AGENCY*, shall be used as a basis for reviewing the Contractor's applications for payment.

SECTION 14
APPLICATIONS FOR PAYMENT/INVOICES

A. At least ten days before the date established for each progress payment, the Contractor shall submit to *AGENCY* or its designee(s) an itemized Application for Payment/Invoice prepared in accordance with the schedule of values, if required, for completed portions of the Services. Such Application for Payment/Invoice shall be in a form approved by and notarized, if required, and supported by such data substantiating the Contractor's right to payment as *AGENCY* may require, such as copies of requisitions from subcontractors and material suppliers. Each Application for Payment/Invoice shall reflect retainage by *AGENCY* of ten percent (10%) of the total amount of the Application. Such retainage shall be remitted to Contractor upon acceptance of the system(s), and exercise of the option to purchase the system after completion of the Services as described in the Compensation Section of this Agreement.

AT&T's Response:

Section allows for Agency to retain 10% of each payment until final completion and acceptance. AT&T expects to be paid in full for its services as they are delivered and invoiced. AT&T requests that this Section be deleted from the final agreement between the Parties, unless required by statute.

B. Applications for Payment/Invoices shall not include requests for payment for portions of the Services for which the Contractor does not intend to pay a subcontractor or material supplier, unless such Services have been performed by others whom the Contractor intends to pay.

C. Unless otherwise provided in this Agreement, payments shall be made on account of materials and equipment delivered and suitably stored for subsequent incorporation in the Services. If approved in advance by *AGENCY*, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored shall be conditioned upon compliance by the Contractor with procedures satisfactory to *AGENCY* to protect *AGENCY*'s interest in such materials and equipment, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored.

D. The Contractor warrants that title to all equipment, materials, hardware, software, and systems installed will pass to *AGENCY* no later than the time of payment of the retainage after exercise of the option to purchase. The Contractor further warrants that upon exercise of the option to purchase all systems for which the payment of retainage have been received from *AGENCY* shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Services or systems.

AT&T's Response:

Section allows for Agency to retain 10% of each payment until final completion and acceptance. AT&T expects to be paid in full for its services as they are delivered and invoiced. AT&T requests that this Section be deleted from the final agreement between the Parties, unless required by statute.

AT&T's Response:

AT&T suggests that this entire Section 14 be deleted and replaced by language AT&T has inserted into Section 16.

**SECTION 15
RECOMMENDATIONS FOR PAYMENT**

- A. *AGENCY*'s Project Manager or its designee(s) will, within seven days after receipt of the Contractor's Application for Payment/Invoice, either issue a Recommendation for Payment, with a copy to the Contractor, for such amount as the Project Manager determines is properly due, or notify the Contractor and *AGENCY* in writing of the Project Manager's reasons for withholding recommendation for payment in whole or in part.
- B. The issuance of a Recommendation for Payment/Invoice will constitute a representation by the Project Manager or designee(s) to *AGENCY*, based on an evaluation of the Services and the data comprising the Application for Payment/Invoice, that, to the best of the Project Manager or designee's knowledge, information and belief, that the Services have progressed to the point indicated and that the quality of the Services is in accordance with this Agreement. The foregoing representations are subject to an evaluation of the Services for conformance with the Agreement upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from this Agreement prior to completion and to specific qualifications expressed by the Project Manager or designee(s).
- C. Decisions to Withhold Recommendation for Payment. If *AGENCY*'s Project Manager or designee(s) is unable to recommend payment in the amount of the Application for Payment/Invoice, the Project Manager or designee(s) will notify the Contractor and *AGENCY*. If the Contractor and the Project Manager or designee(s) cannot agree on a revised amount, the Project Manager or designee(s) will promptly issue a Recommendation for Payment for the amount for which the Project Manager or designee(s) is able to make such representations to *AGENCY*. The Project Manager or designee(s) may also withhold a Recommendation for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Recommendation for Payment previously issued, to such extent as may be necessary in the Project Manager's or designee(s)' opinion to protect *AGENCY* from loss for which the Contractor is responsible, including loss resulting from acts and omissions because of:
- (1) defective Services not remedied;
 - (2) third party or other claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to *AGENCY* is provided by the Contractor;

(3) failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment;

(4) reasonable evidence that the Services cannot be completed for the unpaid balance of the price for the Services;

(5) damage to *AGENCY* or a separate contractor;

(6) reasonable evidence that the Services will not be completed within the time for performance of the Services, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or

(7) repeated failure to carry out the Services in accordance with this Agreement.

D. When the above reasons for withholding a Recommendation are removed, Recommendation will be made for amounts previously withheld.

E. Where the system is substantially complete but lacks testing, updates, and/or corrections, amounts shall be deducted from the prices in the Application for Payment/Invoice to amply cover such testing, updates, and/or corrections.

F. Payments will not be made that would deplete the retainage nor place in escrow any funds that are required for retainage, nor invest the retainage for the benefit of the Contractor.

AT&T's Response:

Section allows for Agency to retain 10% of each payment until final completion and acceptance. AT&T expects to be paid in full for its services as they are delivered and invoiced. AT&T requests that this Section be deleted from the final agreement between the Parties, unless required by statute.

AT&T's Response:

AT&T suggests that this entire Section 15 be deleted and replaced by language AT&T has inserted into Section 16.

**SECTION 16
PAYMENTS**

A. After the Project Manager and/or authorized designee(s) of the *AGENCY* have issued a Recommendation for Payment for an Invoice and such Recommendation has been approved by *AGENCY*, *AGENCY* shall make payment in the manner and within the time provided in this Agreement.

B. *AGENCY* has the right to request written evidence from the Contractor that the Contractor has properly paid subcontractors and material and equipment suppliers amounts paid by *AGENCY* to the Contractor for the subcontracted Services, equipment, materials, hardware, software, and systems installed. If the Contractor fails to furnish such evidence within seven days, *AGENCY* shall have the right to contact subcontractors to ascertain whether they have been properly paid. *AGENCY* shall have no obligation to pay or to see to the payment of money to a subcontractor, except as may otherwise be required by law.

C. A Recommendation for Payment, a progress payment, or partial or entire use of the installed systems by *AGENCY* shall not constitute acceptance of Services not in accordance with this Agreement.

D. Final Payment for the Services shall be made to the Contractor when the Services are completed and accepted by *AGENCY*. The total amount of the payments shall be the amount of the Agreement plus the value of all changes as reflected in approved contract change orders. The final payment shall consist of the entire balance found to be due the Contractor after all previous payments, but excepting such sums as may be lawfully retained by *AGENCY*; which shall be paid to the Contractor only if *AGENCY* exercises the option to purchase the final system(s). Final payment for the Services shall be conditioned upon the submission by the Contractor of evidence satisfactory to *AGENCY* that all claims for labor, materials, and any other outstanding indebtedness in connection with this Agreement have been paid.

AT&T's Response:

Section allows for Agency to retain 10% of each payment until final completion and acceptance. AT&T expects to be paid in full for its services as they are delivered and invoiced. AT&T requests that this Section be deleted from the final agreement between the Parties, unless required by statute.

AT&T suggests the following as a complete replacement for this Section.

Pricing and Pricing Schedule Term; Terms Applicable After End of Pricing Schedule Term. The prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule Term and will apply in lieu of the corresponding prices set forth in the applicable Service Publication. No promotion, credit, discount or waiver set forth in a Service Publication will apply. Unless the Pricing Schedule states otherwise, at the end of the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to terminate a Service Component) under a month-to-month service arrangement at the prices, terms and conditions in effect on the last day of the Pricing Schedule Term. AT&T may change such prices, terms or conditions on 30 days' prior notice to Customer.

Payment is due within 30 days after the date of the invoice (unless another date is specified in an applicable Tariff or Guidebook) and must refer to the invoice number. Charges must be paid in the currency specified in the invoice. Restrictive endorsements or other statements on checks are void. Customer will reimburse AT&T for all costs associated with collecting delinquent or dishonored payments, including reasonable attorneys' fees. AT&T may charge late payment fees at the lowest of (a) 1.5% per month (18% per annum), (b) for Services contained in a Tariff or Guidebook at the rate specified therein, or (c) the maximum rate allowed by law for overdue payments.

Additional Charges and Taxes. Prices set forth in a Pricing Schedule are exclusive of and Customer will pay all taxes (excluding those on AT&T's net income), surcharges, recovery fees, customs clearances, duties, levies, shipping charges and other similar charges (and any associated interest and penalties resulting from Customer's failure to timely pay such taxes or similar charges) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent Customer provides a valid exemption certificate prior to the delivery of Services. To the extent required by law, Customer may withhold or deduct any applicable taxes from payments due to AT&T, provided that Customer will use reasonable commercial efforts to minimize any such taxes to the extent allowed by law or treaty and will furnish AT&T with such evidence as may be required by relevant taxing authorities to establish that such tax has been paid so that AT&T may claim any applicable credit.

Delayed Billing; Disputed Charges. Customer will not be required to pay charges for Services initially invoiced more than 6 months after close of the billing period in which the charges were incurred, except for calls assisted by an automated or live operator. If Customer disputes a charge, Customer will provide notice to AT&T specifically identifying the charge and the reason it is disputed within 6 months after the date of the invoice in which the disputed charge initially appears, or Customer waives the right to dispute the charge. The portion of charges in dispute may be withheld and will not be considered overdue until AT&T completes its investigation of the dispute, but Customer may incur late payment fees in accordance with Section 4.4 (Payments). Following AT&T's notice of the results of its investigation to Customer, payment of all properly due charges and properly accrued late payment fees must be made within ten (10) business days. AT&T will reverse any late payment fees that were invoiced in error.

SECTION 17
AVAILABILITY OF FUNDS

This Agreement is contingent upon the availability of governmental funds. Funds are available for the first fiscal period of this Agreement. The source of the funds for this Agreement is [REDACTED]. The government of Guam and *AGENCY* shall have no liability under this Agreement to the Contractor or to anyone else beyond the certified funds available for this Agreement.

[OPTIONAL MERGED MULTI-TERM PROVISION AND AVAILABILITY OF FUNDS PROVISION (together)] This Agreement is contingent upon the availability of certified governmental funds. Funds are available for the first fiscal period of this Agreement. The source of the funds for this Agreement is _____. In the event that funds are not available

for any succeeding fiscal period, the remainder of this Agreement shall be cancelled; however, this does not affect either Party's right to terminate under the termination clauses of the contract. If the Agreement is cancelled for insufficient funds, the awarded Contractor shall be reimbursed the reasonable value of any nonrecurring costs reasonably incurred but not amortized in the price of the supplies delivered or services performed under the Agreement. The Procurement Officer will notify the Contractor on a timely basis whether the funds are, or are not, available for the continuation of the Agreement for each succeeding fiscal period. *AGENCY* may modify this Agreement based upon the availability of funds in succeeding fiscal periods. In such an event, *AGENCY* shall provide notice to Contractor, and the Parties may attempt to renegotiate the terms of this Agreement in good faith. If the parties are unable to reach an agreement on the renegotiation, or decide not to attempt renegotiation, then the *AGENCY* shall cancel this Agreement in accordance with the Guam Procurement Regulations. The government of Guam and *AGENCY* shall have no liability under this Agreement to the Contractor or to anyone else beyond the certified funds available for this Agreement.

AT&T's Response:

This section requires approvals from AT&T Legal and Finance.

**SECTION 21
UNANTICIPATED PRICE ADJUSTMENT CLAUSE**

A. **Price Adjustment Methods.** Any adjustment in contract price pursuant to clauses in this Agreement shall be made in one or more of the following ways:

- 1) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- 2) by unit prices specified in the Proposal, Agreement, or subsequently agreed upon;
- 3) by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the Agreement or subsequently agreed upon;
- 4) in such other manner as the parties may mutually agree; or
- 5) in the absence of an agreement between the parties, by a unilateral determination by the Procurement Officer of costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as computed by the Procurement Officer in accordance with generally accepted accounting principles and applicable sections under Chapter 7 (Cost Principles) of the Guam Procurement Regulations and subject to the provisions of Article 5, Chapter 5 of 5 GCA (Legal and Contractual Remedies) of the Guam Procurement Law.

B. **Submission of Cost or Pricing Data.** The Contractor shall submit cost or pricing data for any price adjustments subject to the provision of Section 3118 (Cost or Pricing Data) of the Guam Procurement Regulations. *AGENCY* may require the Contractor to provide invoices, paid bills, or any other proof it deems appropriate to determine compliance with this provision.

AGREEMENT FOR _____ SERVICES
Project _____
AGENCY RFP _____

**SECTION 23
CHANGES**

- A. Change Order.** The Procurement Officer, at any time, and without notice to the sureties, in a signed writing designated or indicated to be a change order, may order:
- i. changes in the services within the scope of the Agreement; and
 - ii. changes in the time for performance of the Agreement that do not alter the scope of the Agreement.

All contract change orders must be approved in writing by the *AGENCY* on a form approved by *AGENCY* to record change orders.

- B. Adjustments of Price or Time for Performance.** *AGENCY* reserves the right to increase or decrease any unit priced quantity as may be deemed reasonable or necessary in order to complete the Services contemplated under this Agreement. If any such change order increases or decreases the Contractor's cost of, or the time required for, performance of any part of the services under this Agreement, whether or not changed by the order, an adjustment shall be made and the Agreement modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this Agreement. Failure of the parties to agree to an adjustment shall not excuse a Contractor from proceeding with the Agreement as changed, provided that the government of Guam promptly and duly make such provisional adjustments in payments or time for performance as may be reasonable. By proceeding with the services, the Contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion. All changes must be recorded on a contract change order before they can be included in an application for payment/invoice.

C. Written Certification. The Contractor shall not perform any change order in excess of \$5,000 unless it bears, or the Contractor has separately received, a written certification, signed by the Procurement Officer/CEO or other responsible official that funds are available therefor; and, if acting in good faith, the Contractor may rely upon the validity of such certification.

D. Time Period for Claim. Within 30 days after receipt of a written change order under Paragraph (1) (Change Order) of this clause, unless such period is extended by the Procurement Officer in writing, the Contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the Contractor's claim unless the government of Guam is prejudiced by the delay in notification.

E. Claim Barred After Final Payment. No claim by the Contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this Agreement.

F. Claims Not Barred. In the absence of such a change order, nothing in this clause shall restrict the Contractor's right to pursue a claim arising under the Agreement, if

pursued in accordance with the clause entitled Claims Based Upon *AGENCY*'s Actions or Omissions or for breach of contract.

**SECTION 24
COOPERATION WITH THE CONTRACTOR**

AGENCY agrees to cooperate fully with the Contractor towards the completion of the Project within reasonable and legal limitations. *AGENCY* shall provide access to the real property upon which the work under this Agreement is to be done, and will, so far as is convenient, permit the Contractor to use as much of the property as is required for the erection of temporary facilities and storage of materials, together with the right of access to same, but beyond this, the Contractor shall provide at the Contractor's cost and expense any additional property required.

**SECTION 25
AGENCY CONTRACT REPRESENTATIVE**

The Procurement Officer is the individual who has express authority to bind *AGENCY* with respect to all matters requiring *AGENCY*'s approval or authorization under this Agreement, excepting written modifications of this Agreement. The Procurement Officer may designate in writing a representative who may also have express authority to bind *AGENCY* under the terms of this Agreement. Except as otherwise provided herein, *AGENCY*'s Project Manager does not have authority to bind *AGENCY* without written approval from the Procurement Officer or his designee, as authorized in writing.

**SECTION 26
PROJECT DEFECTS**

AGENCY shall give prompt written notice to the Contractor whenever *AGENCY* observes or otherwise becomes aware of any defect in the Project or other event that may substantially affect the Contractor's performance of the Services under this Agreement.

**SECTION 27
REVIEW OF CONTRACT DOCUMENTS AND PERFORMANCE CONDITIONS**

Execution of this Agreement by the Contractor is a representation that the Contractor will visit and inspect the site where the Services shall be performed, become generally familiar with local conditions under which the Services are to be performed and correlated personal observations with requirements of this Agreement.

The Contractor accepts the conditions at the site of the _____ system as they eventually may be found to exist and warrants and represents that the Agreement can and will be performed under such conditions, and that all materials, equipment, labor and other facilities required because of any unforeseen conditions (physical or otherwise) shall be wholly at the Contractor's own cost and expense, anything in this Agreement to the contrary notwithstanding.

**SECTION 28
RESPONSIBILITY OF THE CONTRACTOR**

AGREEMENT FOR _____ SERVICES
_____ Project
AGENCY RFP _____

The Contractor shall be responsible for the professional and technical accuracy of all services and materials furnished under this Agreement. The Contractor shall, without additional cost to *AGENCY*, correct or revise all errors or deficiencies in its performance. *AGENCY*'s review, approval, acceptance of, and payment of compensation required under this Agreement shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the Contractor's failure in the performance of this Agreement; and the Contractor shall be and remain liable to *AGENCY* for all costs of any kind which may be incurred by *AGENCY* as a result of the Contractor's negligent performance of any services contracted under this Agreement.

SECTION 29 SUBCONTRACTORS

A. Subcontractor. A subcontractor is a person or entity who has a direct contract with the Contractor or a higher tier subcontractor to perform a portion of the Services set forth in this Agreement.

B. Award of Subcontracts and Other Contracts for Portions of the Services.

1. Unless otherwise stated in this Agreement, the Contractor, as soon as practicable after execution of this Agreement, shall furnish in writing to *AGENCY* the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Services. *AGENCY* may reply within 14 days to the Contractor in writing stating: (1) whether *AGENCY* has reasonable objection to any such proposed person or entity; or (2) that *AGENCY* requires additional time for review. Failure of *AGENCY* to reply within the 14-day period shall constitute notice of no reasonable objection.

2. The Contractor shall not contract with a proposed person or entity to whom *AGENCY* has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

3. The Contractor shall not substitute a subcontractor, person or entity previously selected if *AGENCY* makes reasonable objection to such substitution.

C. Subcontractual Relations. By appropriate written agreement the Contractor shall require each subcontractor, to the extent of the Services to be performed by the subcontractor, to be bound to the Contractor by terms of this Agreement, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the subcontractor's Services, which the Contractor, by these Documents, assumes toward *AGENCY*. Each subcontract agreement shall preserve and protect the rights of *AGENCY* under this Agreement with respect to the Services to be performed by the subcontractor so that subcontracting thereof will not prejudice such rights. Contractor shall have full responsibility under this Agreement, the Proposal Documents, conditions, Plans, and Specifications for any subcontracts which the Contractor may let.

AGREEMENT FOR _____ SERVICES
Project _____
AGENCY RFP _____

D. **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this Agreement, to include a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

SECTION 30 OWNERSHIP OF DOCUMENTS

All drawings, specifications, studies, plans, reports, instruments, and other work product, work documents or work materials created by the Contractor in connection with the RFP and Contract Documents shall be the property and shall remain the property of *AGENCY* and may be used by *AGENCY* without any cost.

AT&T's Response:

Section transfers ownership of plans, reports, instruments, and other work product, work documents or work materials to Agency. AT&T needs to retain ownership of its intellectual property that may be included in any of the work products listed above.

NOTE: There is a Section 32 "Ownership of Intellectual Property and Equipment" that talks to this topic found elsewhere in this agreement. How does that work with this Section 30?

AT&T suggests the following as a complete replacement for this Section.

All intellectual property and proprietary rights arising by virtue of AT&T's performance of the Services are and will be the sole and exclusive property of AT&T, and neither ownership nor title to any such property will pass to Customer.

Customer shall own the copies of any reports produced and furnished to Customer by AT&T in providing the Service ("**Reports**"), and Customer is granted, under AT&T's copyrights, the perpetual, non-exclusive, personal and non-transferable right to reproduce and modify the Reports for Customer's own internal business purposes. For avoidance of doubt, "internal business purposes" exclude public distribution or resale to third parties and revenue generation purposes.

AT&T grants to Customer the non-exclusive, personal, and non-transferable right to use any items (other than Reports) produced and furnished to Customer by AT&T in providing the Services, solely for Customer's own internal business purposes during the term of this Attachment, or for such other purposes as may be mutually agreed in writing by the parties.

SECTION 32 ACCESS TO RECORDS AND AUDIT REVIEW

AGREEMENT FOR _____ SERVICES

_____ Project

AGENCY RFP _____

NOTE* YELLOW HIGHLIGHTED AREAS ARE REQUIRED FOR CONTRACTS FUNDED WITH FEDERAL FUNDS; OTHERWISE DELETE YELLOW HIGHLIGHTED AREAS

The *AGENCY*, the *Federal Agency*, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives must have the right of access to any documents, papers, or other records of the Contractor which are pertinent to the contract, in order to make audits, examinations, excerpts, and transcripts, and to inspect supplies and services and audit records at any Contractor or proposed subcontractor's facility or place of business and perform tests both: prior to award of a contract, to determine responsibility and capability of performing any contract to be awarded under a solicitation, and to determine whether the Contractor's or subcontractor's facilities, supplies, or services conform to solicitation requirements; or after award, to determine whether the awarded contractor is conforming to contract requirements, and its performance is therefore acceptable. This right also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to such documents. The Contractor agrees to abide by the following access, audit, and inspection terms:

A. **Access to Records and Retention.** The Contractor, including its subcontractors, if any, agrees that it shall maintain and retain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and relative to its cost or pricing data, and shall make such materials available at all reasonable times after submission of its Proposal, during any awarded contract term, and for three (3) years from the date of final payment under any awarded contract or for three (3) years from the date that all other pending matters are closed, whichever is later, for inspection in Guam or at any reasonable location designated by the *AGENCY*, the *Federal Agency*, the Comptroller General of the United States, or any of their duly authorized representatives, unless the Offeror is notified in writing by the *Federal Agency*, the cognizant agency for audit, the oversight agency for audit, the cognizant agency for indirect costs, or the *AGENCY* to extend the retention period. If any litigation, claim, or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. Records for real property and equipment acquired with the funds from the awarded contract must be retained for three (3) years after final disposition of the real property and equipment. Each subcontract by the Offeror shall include a provision containing the conditions of this Section for any contract awarded under this solicitation.

B. **Right to Audit.** Contractor shall establish and maintain a reasonable accounting system that enables the *AGENCY* or the *Federal Agency* to readily identify Offeror's assets, expenses, costs of goods, and use of funds. The *AGENCY*, the *Federal Agency*, the Comptroller General of the United States and any of their authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to its Proposal, the solicitation, or this Agreement, which are kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files (including bids of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back-charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Contractor shall, at all times during the term of any awarded contract and for a period of three (3) years after the date of final payment under any awarded contract, maintain such records, together with such supporting or underlying documents and materials. The Contractor shall at any time requested by *AGENCY*, the *Federal Agency*, the Comptroller General of the United States and any of their authorized representatives, whether before, during, or after completion of an awarded contract, and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by *AGENCY*, the *Federal Agency*, the Comptroller General of the United States and any of their authorized representatives. Such records shall be made available to *AGENCY*, the *Federal Agency*, the Comptroller General of the United States and any of their authorized representatives during normal business hours at the Contractor's office or place of business without prior notice. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for *AGENCY*, the *Federal Agency*, the Comptroller General of the United States and any of their authorized representatives. Contractor shall ensure *AGENCY*, the *Federal Agency*, the Comptroller General of the United States and any of their authorized representatives has these rights with Contractor's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to *AGENCY*, the *Federal Agency*, the Comptroller General of the United States and any of their authorized representatives. Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by *AGENCY*, the *Federal Agency*, the Comptroller General of the United States and any of their authorized representatives unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Contractor to *AGENCY*, the *Federal Agency*, the Comptroller General of the United States and any of their authorized representatives in excess of one-half of one percent (.5%) of the total contract billings, the Contractor shall reimburse the *AGENCY* or the entity that conducted the audit for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the *AGENCY* may recoup the costs of the audit work from the Contractor. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a

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reasonable amount of time (not to exceed 90 days) from presentation of *AGENCY*, the *Federal Agency*, the Comptroller General of the United States and any of their authorized representatives' findings to Contractor.

C. **Right to Enter and Inspect.** *AGENCY*, the *Federal Agency*, the Comptroller General of the United States and any of their authorized representatives may, at any time, without notice, enter and inspect the Contractor's or subcontractor's facilities, place(s) of business, or any place(s) of performance of this Agreement. The *AGENCY*, the *Federal Agency*, the Comptroller General of the United States and any of their authorized representatives may enter and inspect any plans, supplies, services, equipment, work and records at these locations which are related to the performance of this Agreement, and may conduct any testing deemed necessary to determine whether the Contractor's or subcontractor's compliance or conformity to the solicitation or contract requirements. Guam may enter and audit the cost or pricing data, books, and records of the Contractor or any subcontractor, and/or investigate in connection with an action to debar or suspend a person from consideration for award of contracts pursuant to § 9102 (Authority to Debar or Suspend) of the Guam Procurement Rules and Regulations.

AT&T's Response:

AT&T would agree to audits of billing records. AT&T does not agree to audits of its assets, expenses, costs of goods or of its facilities. AT&T's costs, assets and facilities are confidential and should not concern the Agency. AT&T will meet its contractual obligations regarding performance and pricing of the services and equipment it is offering. How this is achieved is proprietary to AT&T.

AT&T suggests the following as a complete replacement for this Section.

(a) Subject to AT&T's reasonable security requirements and not more than once every twelve (12) months, Customer may, at its own expense, review AT&T's relevant billing records for a period not to exceed the preceding 12 months, for the purpose of assessing the accuracy of AT&T's invoices to Customer. Customer may employ such assistance, as it deems desirable to conduct such reviews, but may not employ the assistance of any entity that derives a substantial portion of its revenues from the provision of services that are substantially similar to the Services provided hereunder or any person who has previously made prohibited use of AT&T's Confidential Information. Customer shall cause any person retained for this purpose to execute a non-disclosure agreement imposing substantially the same obligations of confidentiality as are set forth in Article 5.0. Such reviews shall take place at a time and place agreed upon by the parties. Customer's normal internal invoice reconciliation procedures shall not be considered a review of AT&T's relevant billing records for purposes of this Section 4.7.

(b) AT&T shall promptly correct any billing error that is revealed in a billing review, including refunding any overpayment by Customer in the form of a credit as soon as reasonably practicable under the circumstances.

(c) AT&T shall cooperate in any Customer billing review, providing AT&T billing records as reasonably necessary to verify the accuracy of AT&T's invoices. AT&T may redact from the billing records provided to Customer any information that reveals the identity or non-public information of other AT&T customers or other AT&T Confidential Information that is not relevant to the purposes of the review.

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SECTION 33
EMPLOYEE BENEFITS, TAXES, AND INSURANCE

Contractor agrees there shall be no government of Guam employee benefits accruing to Contractor under this Agreement, including, but not limited to:

- (a) Insurance coverage provided by the *AGENCY*;
- (b) Participation in the government of Guam retirement system
- (c) Accumulation of vacation leave or sick leave; and
- (d) Workers Compensation coverage.

A. **Status of Contractor.** The Contractor and its officers, agents, servants, subcontractors and employees are independent contractors performing Services for *AGENCY*, and are not employees of either *AGENCY* or the government of Guam. The Contractor and its officers, agents, servants and employees shall not accrue vacation or sick leave, participate in the government of Guam retirement system, insurance coverage, bonding, use of government vehicles or any other benefits accorded to government of Guam employees as a result of this Agreement. Contractor agrees that Contractor and its aforementioned employees, officers, directors, agents, servants, and subcontractors are not and will not become an employee, officer or Board member of *AGENCY* at any time during the duration of this Agreement, and will otherwise comply with the provisions of the Guam Procurement Law regarding ethics in public contracting (Title 5 Guam Code Annotated, Chapter 5, Article 11, and its associated rules and regulations). Nothing in this Agreement or any action taken under this Agreement shall be deemed or construed in any manner or for any purpose to evidence or establish as between Contractor and *AGENCY* a relationship of partnership, agency, association, joint venture or representative, nor does this Agreement authorize any party to undertake or bind any obligation or responsibility on behalf of the other party. In addition, there shall be no withholding of taxes by *AGENCY* for the Contractor.

B. **Tax and Withholding Liability.** The Contractor assumes responsibility for its personnel

and subcontractors providing services hereunder and will make all deductions and payments for social security and withholding taxes and for contributions to employment compensation funds, employee benefits, or any other payments required by the governments of the United States and Guam, if required. Contractor is responsible for paying when due any and all income taxes, gross receipts taxes or business privilege taxes, or any other taxes or assessments incurred as a result of the services performed by the Contractor and Contractor's employees or agents under this Agreement or the compensation paid to Contractor for services performed under this Agreement, unless Contractor is a non-resident person or entity without a valid Guam Business License, in which case a withholding fee equal to four percent (4%) of the total dollar value of this Agreement will be withheld for the payment of Guam's Business Privilege Tax in accordance with 11 GCA § 71114 (PL 33-166).

C. **Insurance.** Contractor shall maintain at the Contractor's expense all necessary insurance for its employees including but not limited to Workman's Compensation, Errors and Omissions, and liability insurance for each employee as required under U.S. and Guam Law and the mandates of the underlying RFP to this Agreement. Contractor agrees to hold harmless and indemnify *AGENCY*, its officers, directors, employees, agents, representatives, successors and assigns, for any and all claims, demands, costs, losses, fees, penalties, interest, or damages, including attorney's fees, which may be brought or asserted due to: (i) any injury, death, or property damage arising from the negligence or other wrongful or tortuous acts of Contractor or Contractor's employees, officers, contractors, directors, agents, representatives, successors, or assigns; or (ii) Contractor's failure to comply with terms of this subparagraph B.

D. **Wage and Benefits Compliance.** Contractor warrants it shall comply with all applicable federal and local laws, rules, and regulations regarding the payment of minimum wages and benefits, in particular in accordance with the Wage Determination for Guam issued and promulgated by the U.S. Department of Labor and with Guam Public Law 26-111. Contractor guarantees health and similar benefits for its employees, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, as required by any applicable law. Contractor further guarantees a minimum of ten (10) paid holidays per annum per employee, as required by any applicable law. Contractor assumes all liability for, and hereby indemnifies BSP GCMP from, any violation of any applicable law, rule, or regulation relating to the payment of wages or benefits. In addition, this Agreement contains extension and/or renewal clauses. Therefore, at the time of any extension or renewal adjustments, there shall be a stipulation contained in the extension or renewal document stating that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the extension or renewal date shall apply, as required by any applicable law. Any renewal or extension to which this provision applies shall also contain provisions mandating health and similar benefits for employees, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor and shall contain provisions guaranteeing a

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minimum of ten (10) paid holidays per annum per employee, as required by any applicable law.

SECTION 34 EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

The Contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633. The Contractor and all subcontractors must also comply with the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b).

A. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the Contractor's project activities under this Agreement. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this Agreement. In the execution of this Agreement, the Contractor agrees to comply with the following minimum specific requirement activities of EEO:

1. The Contractor will work with *AGENCY* and the Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the Agreement.
2. The Contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

B. **EEO Officer:** The Contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

C. **Dissemination of Policy:** All members of the Contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

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1. Periodic meetings of supervisory and personnel office employees will be conducted before the start of services and then periodically, at which times the Contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
2. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the Contractor's EEO obligations within thirty days following their reporting for duty with the Contractor.
3. All personnel who are engaged in direct recruitment for the Project will be instructed by the EEO Officer in the Contractor's procedures for locating and hiring minorities and women.
4. Notices and posters setting forth the Contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
5. The Contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

D. Recruitment: When advertising for employees, the Contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project workforce would normally be derived.

1. The Contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the Contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the Contractor for employment consideration.
2. In the event the Contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the Contractor is expected to observe the provisions of that agreement to the extent that the system meets the Contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the Contractor to do the same, such implementation violates Federal nondiscrimination provisions.
3. The Contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

E. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

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1. The Contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project personnel.
2. The Contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
3. The Contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
4. The Contractor will promptly investigate all complaints of alleged discrimination made to the Contractor in connection with its obligations under this Agreement, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Contractor will inform every complainant of all of their avenues of appeal.

F. Training and Promotion:

1. The Contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
2. Consistent with the Contractor's workforce requirements and as permissible under Federal and State regulations, the Contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this Agreement, this subparagraph will be superseded as indicated in the special provision. *AGENCY* may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
3. The Contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
4. The Contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

G. Unions: If the Contractor relies in whole or in part upon unions as a source of employees, the Contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the Contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

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1. The Contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

2. The Contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

3. The Contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Contractor, the Contractor shall so certify to *AGENCY* and shall set forth what efforts have been made to obtain such information.

4. In the event the union is unable to provide the Contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the Contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the Contractor from the requirements of this paragraph. In the event the union referral practice prevents the Contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, the Contractor shall immediately notify *AGENCY*.

H. Reasonable Accommodation for Applicants/Employees with Disabilities: The Contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

I. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The Contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this Agreement.

1. The Contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this Agreement.

2. The Contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

J. Records and Reports: The Contractor shall keep such records as necessary to document

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compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the Contractor for all the Services under this Agreement and shall be available at reasonable times and places for inspection by authorized representatives of *AGENCY*.

1. The records kept by the Contractor shall document the following:
 - a. The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
 - b. The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
 - c. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
2. If required, the Contractor and any subcontractors will submit an annual report to *AGENCY* each July for the duration of the Project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the Services under this Agreement. The staffing data should represent the project workforce on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the Contractor will be required to collect and report training data. The employment data should reflect the workforce on board during all or any part of the last payroll period preceding the end of July.

**SECTION 35
NONSEGREGATED FACILITIES**

The Contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The Contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The Contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the Contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The Contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

**SECTION 36
SAFETY: ACCIDENT PREVENTION**

A. In the performance of this Agreement the Contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation, including all pertinent regulations of the Occupational Safety and Health Administration (OSHA). The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions

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as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the Agreement. Contractor alone shall be responsible for the safety, efficiency, and adequacy of its worksite, appliances, and methods, and for any damage which may result from their failure or their improper installation, maintenance, or operation.

B. It is a condition of this Agreement, and shall be made a condition of each subcontract, which the Contractor enters into pursuant to this Agreement, that the Contractor and any subcontractor shall not permit any employee, in performance of the Agreement, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Services Hours and Safety Standards Act (40 U.S.C. 3704).

C. It is a condition of this Agreement that *AGENCY*, the Project Manager or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with safety and health standards.

D. Hazardous Materials.

1. The Contractor is responsible for compliance with any applicable Federal, State, and local laws or requirements regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in this Agreement and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Services in the affected area and report the condition to *AGENCY* and the Project Manager in writing.

2. The Contractor shall indemnify *AGENCY* for the cost and expense incurred: (a) for remediation of a material or substance the Contractor brings to the site and negligently handles; or (b) where the Contractor fails to perform its obligations, except to the extent that the cost and expense are due to *AGENCY*'s fault or negligence.

E. **Emergencies.** In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss.

**SECTION 37
DRUG FREE WORKPLACE**

[Add Federal Drug Free Workplace Paragraph here, if required]

A. The Contractor shall, within 30 days after award:

1. Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance [Following Language Must be Inserted for Federally Funded Contracts: as defined and listed in Schedules I through V of the Controlled

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Substances Act (21 U.S.C. 812), and as further defined by regulation at 21 CFR 1308.11 through 1308.15,] is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

2. Establish an ongoing drug-free awareness program to inform such employees about –
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The Contractor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Provide all employees engaged in performance of the Agreement with a copy of the statement required by paragraph (1) of this clause;
4. Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this Agreement, the employee will:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.
5. Notify the Procurement Officer in writing within 10 days after receiving notice under subdivision (4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
6. Within 30 days after receiving notice under subdivision (4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
7. Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (1) through (6) of this clause.

B. The Contractor, if an individual, agrees by award of this Agreement not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this Agreement.

C. In addition to other remedies available to *AGENCY*, the Contractor's failure to comply with the requirements of paragraph (B) or (C) of this clause may render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

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**SECTION 38
GUAM DEBARMENT**

Contractor warrants that it will comply with the provisions of 5 GCA Chapter 5 Articles 9 and 11, subject to debarment or suspension, and that it will not employ any subcontractors who have been federally debarred or debarred by the government of Guam.

**SECTION 39
TERMINATION**

A. Termination for Default, Nonperformance or Delay, Damages for Delay, Time Extensions.

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

2. **Contractor's Duties.** Notwithstanding termination of the Agreement and subject to any directions from the *AGENCY*, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which *AGENCY* and the government of Guam has an interest.

3. **Compensation.** Payment for completed supplies delivered and accepted by *AGENCY* shall be at the contract price. Payment for the protection and preservation of property shall be in an amount agreed upon by Contractor and the *AGENCY*; if the parties fail to agree, *AGENCY* shall set an amount subject to Contractor's rights under Article 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations. *AGENCY* may withhold from amounts due Contractor such sums as the *AGENCY* deems to be necessary to protect *AGENCY* against loss because of outstanding liens or claims of former lien holders and to reimburse *AGENCY* for the excess costs incurred in procuring similar goods and services.

AT&T's Response:

Section allows for Agency to retain 10% of each payment until final completion and acceptance. AT&T expects to be paid in full for its services as they are delivered and invoiced. AT&T requests that this Section be deleted from the final agreement between the Parties, unless required by statute.

4. **Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has

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notified *AGENCY* within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the government of Guam and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the supplies or services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the Agreement requirements. Upon request of Contractor, *AGENCY* shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the Agreement, the delivery schedule shall be revised accordingly, subject to the rights of the government of Guam under the clause entitled (in fixed-price contracts, "Termination" for Convenience in cost-reimbursement contracts) "Termination". (As used in this Paragraph of this clause the term "subcontractor" means subcontractor at any tier.)

5. Erroneous Termination for Default. If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that Contractor was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, be the same as if the notice of termination had been issued pursuant to the clause providing for termination for convenience.

6. Additional Rights and Remedies. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

AT&T's Response:

This section requires approvals from AT&T Legal and Finance.

B. Termination for Convenience

1. *AGENCY* may, when the interest of *AGENCY* so require, terminate this Agreement in whole or in part, for the convenience of *AGENCY* or the government of Guam. *AGENCY* shall give written notice of the termination to Contractor specifying the part of the Agreement terminated and when termination becomes effective.

2. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work.

AT&T's Response:

AT&T would agree to this clause subject to repayment of upfront costs incurred by AT&T as part of this engagement. AT&T will be investing significant resources at the outset of this engagement in order to provide the services contemplated therein in anticipation of the resulting revenue stream, and should be reimbursed for these costs if the contract is terminated at the convenience of the Agency.

AT&T requests that this Section be modified to add the following:

Agency shall pay AT&T for any waived or unpaid non-recurring charges and for any charges incurred by AT&T from a third party, i.e. not an AT&T affiliate.

C. Compensation.

1. Contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data to the extent required by 2 GAR, Div. 4, § 3118 (Cost or Pricing Data) of the Guam Procurement Regulations bearing on such claim. If Contractor fails to file a termination claim within one year from the effective date of termination, the *AGENCY* may pay Contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

2. The *AGENCY* and Contractor may agree to a settlement provided the Contractor has filed a termination claim supported by cost or pricing data to the extent required by 2 GAR, Div. 4, § 3118 (Cost or Pricing Data) of the Guam Procurement Regulations and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the *AGENCY*, and the contract price of the work not terminated.

3. Absent complete agreement under Subparagraph (2) of this Paragraph, the *AGENCY* shall pay Contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:

(i) contract prices for services accepted under the Agreement;

(ii) costs incurred in preparing to perform and performing the terminated portion of the work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) that shall be no less than the fees due for the portion of the term calculated up-through the date of termination calculated on a pro-rata basis, less amounts paid or to be paid for accepted services; provided, however, that if it appears that Contractor would have sustained a loss if the entire Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;

(iii) costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (b) of this clause. These costs must not include costs paid in accordance with Subparagraph (3)(b) of this Paragraph;

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(iv) the reasonable settlement costs of Contractor including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Agreement for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this Agreement.

The total sum to be paid Contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of Contractor reduced by the amount of payments otherwise made and the contract price of work not terminated.

4. Cost claimed, agreed to, or established under Subparagraph (b) and (c) of this Paragraph shall be in accordance with Article 7 (Cost Principles) of the Guam Procurement Regulations.

AT&T's Response:

This section requires approvals from AT&T Legal and Finance.

**SECTION 41
SUSPENSION OF SERVICES**

A. **Suspension for Convenience.** The Procurement Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the services for such period of time as may be appropriate for the convenience of *AGENCY*.

B. **Adjustment of Cost.** If the performance of all or any part of the services is, for an unreasonable period of time, suspended, delayed, or interrupted by an act of the Procurement Officer in the administration of this Agreement, or by the failure of the Procurement Officer to act within the time specified in this Agreement (or if no time is specified, within reasonable time), an adjustment shall be made for any increase in the cost of performance of this Agreement necessarily caused by such unreasonable suspension, delay, or interruption and the Agreement modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent: (a) that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor; or (b) for which an adjustment is provided for or excluded under any other provision of this Agreement.

C. **Time Restriction on Claim.** No claim under this clause shall be allowed: (a) for any costs incurred more than twenty (20) days before the Contractor shall have notified the Procurement Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and (b) Unless the claim is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment under the Agreement.

D. **Adjustments of Price.** Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this Agreement.

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AT&T's Response:

This section requires approvals from AT&T Legal and Finance.

**SECTION 42
DISPUTES**

A. *AGENCY* and the Contractor agree to attempt resolution of all controversies which arise under, or are by virtue of, this procurement and any resulting contract through mutual agreement. If the controversy is not resolved by mutual agreement, then the Contractor shall request the government in writing to issue a final decision within sixty days after receipt of the written request. If the government does not issue a written decision within sixty days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Contractor may proceed as though the government had issued a decision adverse to the Contractor.

B. *AGENCY* shall immediately furnish a copy of the decision to the Contractor, by certified mail with a return receipt requested, or by any other method that provides evidence of receipt.

C. *AGENCY*'s decision shall be final and conclusive, unless fraudulent or unless the Contractor appeals the decision.

D. This subsection applies to appeals of *AGENCY*'s decision on a dispute. For money owed by or to *AGENCY* under this Agreement, the Contractor shall appeal the decision in accordance with the Government Claims Act by initially filing a claim with the Office of the Attorney General no later than eighteen months after the decision is rendered by *AGENCY* or from the date when a decision should have been rendered. For all other claims by or against *AGENCY* arising under this Agreement, the Office of the Public Auditor has jurisdiction over the appeal from the decision of *AGENCY*. Appeals to the Office of the Public Auditor must be made within sixty days of *AGENCY*'s decision or from the date the decision should have been made.

E. The Contractor shall exhaust all administrative remedies before filing an action in the Superior Court of Guam in accordance with applicable laws.

F. The Contractor shall comply with *AGENCY*'s decision and proceed diligently with performance of the Agreement pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, the Agreement, except where the Contractor claims a material breach of the Agreement by *AGENCY*. However, if *AGENCY* determines in writing that continuation of services under the Agreement is essential to the public's health or safety, then the Contractor shall proceed diligently with performance of the Agreement notwithstanding any claim of material breach by *AGENCY*.

AT&T's Response:

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This section requires approvals from AT&T Legal and Operations.

SECTION 43
CLAIMS BASED UPON *AGENCY*'S ACTIONS OR OMISSIONS

A. Notice of Claim. If any action or omission on the part of *AGENCY* or any entity within the government of Guam, requiring performance changes within the scope of the Agreement constitutes the basis for a claim by Contractor for additional compensation, damages, or an extension of time for completion, Contractor shall continue with performance of the Agreement in compliance with the directions or orders of *AGENCY*, but by so doing, Contractor shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

- (1) Contractor shall have given written notice to *AGENCY*:
 - (a) prior to the commencement of the work involved, if at that time, Contractor knows of the occurrence of such action or omission;
 - (b) within 30 days after Contractor knows of the occurrence of such action or omission, if Contractor did not have such knowledge prior to the commencement of the work; or
 - (c) within such further time as may be allowed by the *AGENCY* in writing.

This notice shall state that Contractor regards the act or omission as a reason which may entitle Contractor to additional compensation, damages, or an extension of time. The *AGENCY*, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the *AGENCY*.

- (2) The notice required by Subparagraph (A) of this Paragraph describes as clearly as practicable at the time the reasons why Contractor believes that additional compensation, damages, or an extension of time may be remedies to which Contractor is entitled; and
- (3) Contractor maintains and, upon request, makes available to the *AGENCY* within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.

B. Limitations of Clause. Nothing herein contained, however, shall excuse Contractor from compliance with any rules of law precluding any territorial officers and any contractors from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the Agreement.

AT&T's Response:

This section requires approvals from AT&T Legal and Finance.

**SECTION 45
REMEDIES**

Any dispute arising under or out of this Agreement is subject to the provisions of Article 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations.

**SECTION 48
INDEMNIFICATION**

To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the government of Guam, *AGENCY*, its Project Manager and its Contractors, if any, and the agents and employees of any of them, from and against claims, damages, losses, expenses, actions, recoveries, and judgments of every nature, including but not limited to attorneys' fees, arising out of or resulting from Contractor's performance of the Services. Contractor shall indemnify the government of Guam, *AGENCY*, its Project Manager and its Contractors, if any, and the agents and employees of any of them, or any Assignee against, and hold them harmless from, any and all claims, actions, damages, including reasonable attorneys' fees, obligations, liabilities, and liens arising or imposed without the fault or negligence of Contractor, in connection with latent or other defects, or any claim for patent, trademark, copyright, or "trade secret" infringement, or under the doctrine of "strict liability," imposed or incurred by or asserted against the government of Guam, *AGENCY*, its Project Manager, or their respective successors or assigns, arising out of the manufacture, purchase, lease, possession, operation, condition, use or return of the Equipment, or by operation of law. Contractor shall be liable if any claim, damage, loss or expense attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (including the Equipment itself) is caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Contractor's indemnification does not extend to liabilities caused solely by the gross negligence or intentional wrongdoing of the government of Guam. Contractor shall give *AGENCY* prompt written notice of any matter hereby indemnified against and agrees that upon written notice by *AGENCY* of the assertion of such a claim, action, damage, obligation, liability, or lien, Contractor shall assume full responsibility for the defense thereof. The government of Guam shall have an opportunity to participate in the defense at its own expense with respect to attorneys' fees and costs, but not liability; particularly when there are substantial principles of government or public law involved, when litigation might create precedent affecting future governmental operations or liability, or when involvement of the government of Guam is otherwise mandated by law. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person under this Agreement.

AT&T's Response:

This section requires approvals from AT&T Legal and Finance.

**SECTION 49
GOVERNING LAW**

Except to the extent United States federal law is applicable, 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 Guam. Contractor expressly recognizes that the Government Claims Act (Title 5 of the Guam Code Annotated, Chapter 6) applies with respect only to claims of money owed by or to the Contractor/Contractor against the Government, if the claim arises out of or in connection with this Agreement. Contractor also expressly recognizes that all other claims by the Contractor/Contractor against the Government are subject to the Guam Procurement Law (Title 5 of the Guam Code Annotated, Chapter 5).

**SECTION 50
CONSENT TO JURISDICTION**

Contractor hereby expressly consents to the jurisdiction and venue of Guam with respect to any protest or dispute resolution, and the forum of the courts of Guam with respect to any and all claims which may arise by reason of this Agreement, except as otherwise may be provided by Guam Procurement Law. Contractor waives any and all rights it may otherwise have to contest the same or to proceed with any claims arising by reason of this Agreement in a different jurisdiction, forum, or venue.

**SECTION 51
GOVERNMENT NOT LIABLE**

A. *AGENCY* and the government of Guam assume no liability for any accident or injury that may occur to Contractor, its agents, dependents, or personal property while in execution of duties under this Agreement.

B. *AGENCY* and the government of Guam shall not be liable to Contractor for any services performed by Contractor prior to the approval of this Agreement by the Procurement Officer and the Contractor hereby expressly waives any and all claims for compensation for acts performed in expectation of this Agreement prior to its approval by the Governor of Guam.

AT&T's Response:

This section requires approvals from AT&T Legal and Finance.

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ASSIGNMENT OF AGREEMENT

It is expressly acknowledged that Contractor is solely responsible for the fulfillment of its duties and obligations under this Agreement, regardless of whether Contractor utilizes one or more subcontractors for such purpose. The right and interest of Contractor under this Agreement (including, but not limited to, Contractor's right to or interest in any part of or all payments under this Agreement) may not be assigned, transferred or subcontracted to any other person, firm, corporation or other entity, whether by agreement, merger, operation of law or otherwise, without the prior express written consent of *AGENCY*. In the event of a permissive subcontract or assignment of this Agreement by Contractor, Contractor agrees that any subcontractors retained by Contractor or assignees shall be subject to all provisions of this Agreement.

AT&T's Response:

AT&T signs its contracts as "AT&T Corp." but the work is then assigned to an AT&T operating affiliate. This goes to how AT&T is structured as a Corporation.

AT&T suggests adding the following to the final agreement between the Parties:

Notwithstanding the foregoing, AT&T may, without Customer's consent, assign its rights and obligations under this Agreement to an AT&T Affiliate that controls, is controlled by, or is under common control with AT&T, or subcontract to such an Affiliate or a third party work to be performed under this Agreement, but AT&T will in each such case remain financially responsible for the performance of such obligations.

SECTION 53 SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon, and inure to the benefit of the Parties hereto and their respective successors, assigns, and transferees, except as otherwise provided for under the terms of this Agreement.

SECTION 54 ATTORNEY'S FEES PROVISION

If *AGENCY* or the government of Guam retains an attorney or attorneys to enforce any of the Provisions of this Agreement, or to protect its interest in any matter arising under this Agreement, or to recover damages for the breach thereof, or *AGENCY* commences an action for any of the foregoing reasons or to resolve any dispute relating to this Agreement, and *AGENCY* prevails, then *AGENCY* shall be entitled to recover from the Contractor *AGENCY*'s reasonable attorney's fees, cost and expenses incurred in connection with any such action. If the Contractor retains an attorney or attorneys regarding this Agreement, any recovery of attorney's fees, costs or expenses from *AGENCY* by the Contractor is limited by and subject to the Government Claims Act and any other applicable law.

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AT&T's Response:

This section requires approvals from AT&T Legal and Finance.

**SECTION 55
MANDATORY PROHIBITIONS**

A. Prohibition of Gratuities, Kickbacks, and Favors.

Gratuities. It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

Kickbacks. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

Favors to the government of Guam. It shall be a breach of ethical standards for any person who is or may become a contractor, a subcontractor under a contract to the prime contractor or higher tier contractor, or any person associated therewith, to offer, give or agree to give any employee or agent of the government of Guam or for any employee or agent of the government of Guam to solicit or accept from any such person or entity or agent thereof, a favor or gratuity on behalf of the government of Guam whether or not such favor or gratuity may be considered a reimbursable

expense of the government of Guam, during the pendency of any matter related to procurement, including contract performance warranty periods.

B. **Prohibition of Contingent Fees.** It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a territorial contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

**SECTION 56
CONTRACTOR'S ETHICAL WARRANTIES**

A. **Warranty against Employment of Sex Offenders.** Contractor warrants that: (1) no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated or of an offense defined in Article 2 of Chapter 28 of Title 9 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, shall provide services on behalf of Contractor while on government of Guam property, with the exception of public highways; and (2) that if any person providing services on behalf of Contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry at any time during the performance of the contract, that such person will be immediately removed from working on government property and Contractor warrants that it will notify the Director of the AGENCY within twenty-four (24) hours of such conviction. If Contractor is found to be in violation of any of the provisions of this paragraph, then *AGENCY* will give notice to Contractor to take corrective action. Contractor shall take corrective action within twenty-four (24) hours of notice from *AGENCY*, and Contractor shall notify *AGENCY* when action has been taken. If Contractor fails to take corrective steps within twenty-four (24) hours of notice from *AGENCY*, then *AGENCY* in its sole discretion may temporarily suspend this agreement.

B. **Covenant against Contingent Fees.** Contractor represents that it has not retained a person to solicit or secure a territorial contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

C. **Representation Regarding Gratuities, Kickbacks, and Favors.** The Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities, kickbacks, and favors set forth in the Guam Procurement Law. Contractor further agrees to execute and file a Non-Gratuity Affidavit before final payment under the Agreement is made by *AGENCY*.

D. **Ethical Standard.** Contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article 11 (Ethics in Public Contracting) of the Guam Procurement Law and in Article 11 of the government of Guam Procurement Regulations.

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AT&T's Response:

AT&T can represent, but not warrant, that it meets the requirements set forth in this section. A failure to adhere to a warranty could be considered a breach of contract, whereas a representation would not, provided that it is accurate to the knowledge and belief of the representer. AT&T suggests editing this section to replace any warranty with a representation.

**SECTION 57
LICENSES**

The Contractor shall be required to obtain all permits and comply with all Federal and Territorial laws and ordinances applicable to its professional licensing and the provision of **Equipment and Services** to the Government. The Contractor represents and warrants that it is fully licensed to do business in Guam to render the Services to be provided herein. The Contractor shall provide a copy of all required permits and its current, appropriate business licenses or a statement of exemption pursuant to Title 11 of the Guam Code Annotated §§ 70126 and 70130 **within 30 days** of the issuance of the NTP.

**SECTION 58
SEVERABILITY**

In the event that any provisions of this Agreement shall be held to be invalid and/or unenforceable, the remaining provisions shall be valid and binding upon the Parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

**SECTION 59
COMPUTATION OF TIME**

Unless specifically stated otherwise, whenever this Agreement, the Contract Documents, or the Proposal Documents provide for a time period of ten (10) days or fewer, weekends and government of Guam holidays are not included in the computation. When this Agreement, the Contract Documents, or the Proposal Documents provide for a time period of more than ten (10) days, weekends and government of Guam holidays are to be included in the computation.

**SECTION 60
NOTICE**

All notices, requests, demands and other communications (collectively, "Notices") or any other communication required under this Agreement shall be in writing and shall have been deemed to have been duly given if placed in the U.S. mail, certified mail, return receipt requested **OR by commercial courier or delivery service which provides a delivery tracking feature**, addressed as follows:

Contractor
ATTN: *

AGENCY

ATTN: *

850 Gov Carlos Camacho Rd.

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Oka Tamuning, Guam 96913-3128

Said Notices shall be deemed given on the earlier of (a) actual receipt; or (b) ten (10) business days following the date such notices are deposited in the U.S. Mail, properly addressed and sent via certified mail or placed with a commercial courier or delivery service. If the last day of any notice period falls on a Saturday, Sunday, or federal holiday, such notice period shall be extended to the next regular business day. Either party may change the address or designated person for receiving Notices by providing notice to the other party in accordance with this Section.

Contractor shall be responsible for giving all notices to *AGENCY*, the Project Manager, or any third parties required by law, in accordance with the Contract Documents, Proposal Documents and/or the Agreement. If the Contractor observes that the Agreement is at variation with any laws, ordinances, rules, or regulations, the Contractor must promptly notify *AGENCY* in writing as set forth in this section, and any necessary changes shall be adjusted by change order in accordance with the terms of this Agreement.

**SECTION 61
PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

Contractor stipulates that Title 5 GCA Chapter 37, the False Claims and Whistleblower Act applies to this Agreement and to all Contractor's actions pertaining to this Agreement. The False Claims and Whistleblower Act was passed as Public Law 34-116, Chapter III, Section 20 (lapsed into law August 24, 2018) and codified at Title 5 GCA Chapter 37.

**SECTION 62
TRANSMISSION OF DATA IN DIGITAL FORM**

If the parties intend to transmit any information or documentation in digital form, they shall establish necessary protocols governing such transmissions, unless otherwise already provided in this Agreement.

IN WITNESS HEREOF, the parties hereto have executed this Agreement.

CONTRACTOR

AGENCY

Contractor's Representative _____

***** _____

Procurement Officer/Director

AGENCY

Date: _____

Date: _____

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CERTIFIED FUNDS AVAILABLE
Contract Amount: \$ _____

*

Chief Financial Officer
Government of Guam
Cost Center: G/L – Account #: _____
Date: _____

**APPROVED AS TO LEGALITY AND
FORM:**

APPROVED:

ELIZABETH BARRETT-ANDERSON
Attorney General of Guam

EDWARD J.B. CALVO
Governor of Guam

Date: _____

Date: _____

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THE FOLLOWING ARE CONTRACT PROVISIONS THAT MAY BE REQUIRED BY GUAM LAW, DEPENDING ON THE TYPE OF CONTRACT. THIS LIST IS NOT EXHAUSTIVE. OTHER CLAUSES MAY BE REQUIRED. ALWAYS CHECK APPLICABILITY. INSERT THESE PROVISIONS INTO THE CONTRACT IF APPLICABLE:

SECTION MULTI-TERM PROVISION

[USE THIS SECTION IF THE CONTRACT WILL BE A MULTI-TERM CONTRACT; See also AVAILABILITY OF FUNDS PROVISION (these may be merged, if desired)] This Agreement is subject to the availability of certified funds. The Procurement Officer will notify the Contractor on a timely basis whether the funds are, or are not, available for the continuation of the contract for each succeeding fiscal period. In the event that funds are not available for any succeeding fiscal period, the Agreement shall be cancelled; however, this does not affect either Party's right to terminate under the termination clauses of the contract. If the Agreement is cancelled for insufficient funds, the awarded Contractor shall be reimbursed its unamortized, reasonably incurred, non-recurring costs.

SECTION FIXED-PRICE CONTRACT WITH PRICE ADJUSTMENT

[USE THIS SECTION OR A SPECIFICALLY DRAFTED SIMILAR SECTION IF THE CONTRACT WILL BE A FIXED-PRICE WITH PRICE ADJUSTMENT CONTRACT] The awarded Contractor shall notify the *AGENCY* if, at any time during contract performance, the rates of pay for labor (including fringe benefits) or the unit prices for material shown in the Schedule either increase or decrease. The Contractor shall furnish this notice within days after the increase or decrease, or within any additional period that the *AGENCY* may approve in writing, but not later than the date of final payment under any awarded contract. The notice shall include the Contractor's proposal for an adjustment in the contract unit prices to be negotiated under the paragraph below, and shall include, in the form required by the *AGENCY*, supporting data explaining the cause, effective date, and amount of the increase or decrease and the amount of the Contractor's adjustment proposal.

Promptly after the *AGENCY* receives the notice and data under the paragraph above, the *AGENCY* and the Contractor shall negotiate a price adjustment in the contract unit prices and its effective date. However, the *AGENCY* may postpone the negotiations until an accumulation of increases and decreases in the labor rates (including fringe benefits) and unit prices of material shown in the Schedule results in an adjustment allowable under subsection (c) in the paragraph below. The *AGENCY* shall modify this contract: (1) to include the price adjustment and its effective date; and (2) to revise the labor rates (including fringe benefits) or unit prices of material as shown in the Schedule to reflect the increases or decreases resulting from the adjustment. The Contractor shall continue performance pending agreement on, or determination of, any adjustment and its effective date.

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Any price adjustment under this clause is subject to the following limitations:

(1) Any adjustment shall be limited to the effect on unit prices of the increases or decreases in the rates of pay for labor (including fringe benefits) or unit prices for material shown in the Schedule. There shall be no adjustment for (i) supplies or services for which the production cost is not affected by such changes, (ii) changes in rates or unit prices other than those shown in the Schedule, or (iii) changes in the quantities of labor or material used from those shown in the Schedule for each item.

(2) No upward adjustment shall apply to supplies or services that are required to be delivered or performed before the effective date of the adjustment, unless the Contractor's failure to deliver or perform according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence.

(3) There shall be no adjustment for any change in rates of pay for labor (including fringe benefits) or unit prices for material which would not result in a net change of at least 3 percent of the then-current total contract price. This limitation shall not apply, however, if, after final delivery of all line items, either party requests an adjustment under the paragraph above.

(4) The aggregate of the increases in any contract unit price made under this clause shall not exceed 10 percent of the original unit price. There is no percentage limitation on the amount of decreases that may be made under this clause.

The *AGENCY* may examine the Contractor's books, records, and other supporting data relevant to the cost of labor (including fringe benefits) and material at any reasonable time until the end of 3 years after the date of final payment under this contract or the time periods specified in the contract, whichever is earlier.

QUESTIONS THAT MUST BE ANSWERED IN/BY THIS CONTRACT CLAUSE:

*Does the contract specifically define the conditions under which variation in the contract price may occur, and state the formula or other basis by which the adjustments in contract price can be made? [2 GAR, Div. 4 § 3119(d)(3)(A)]

*Does the contract state that notice of any anticipated price increase shall be given within a specified time prior to the effective date of the price increase? [2 GAR, Div. 4 § 3119(d)(3)(B)]

*Does the contract permit unilateral action by the contractor to bring about the conditions under which a price increase may occur? [2 GAR, Div. 4 § 3119(d)(3)(B)] YES/NO? *If the answer to this question is "yes," does the contract reserve to the procuring agency the right to reject the price increase and terminate without cost the future performance of the contract? [2 GAR, Div. 4 § 3119(d)(3)(B)]

*Does the contract state that the contractor shall maintain its books and records for three years from the date of final payment, and that this provision must be included in all subcontracts? [5 GCA § 5241; 2 GAR, Div. 4 § 3124]

SECTION _ COST-REIMBURSEMENT CONTRACT

[Use this Language if any Cost-Reimbursement type Contract is offered] All cost-reimbursement

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contracts necessitate appropriate monitoring by Government of Guam personnel during performance so as to give reasonable assurance that the objectives of the contract are being met.

SECTION INDEFINITE QUANTITY CONTRACT

[Use this Section if an Indefinite Quantity Contract is offered, 2 GARR, Div. 4 § 3119(i)(2)] The approximate quantity of the services (or supplies) required under the Agreement is _____. [Contract may also provide a minimum quantity the government of Guam is obligated to order and may also provide for a maximum quantity that limits the government of Guam's obligation to order.] This Agreement will be reviewed every 6 months for a determination of the continued need for the contract.

SECTION REIMBURSEMENTS CONTRACT

[Use this Language if a Requirements Contract is offered] *AGENCY* and any other users named in this Agreement shall order their actual requirements of the supplies or services covered. There are two exemptions from ordering under this Agreement, which occur when: (i) the Chief Procurement Officer, the Director of Public Works, or the head of a Purchasing Agency approves a finding that the supply or service available under the contract will not meet a nonrecurring, special need of the *AGENCY*; or (ii) supplies are produced or services are performed incidental to the *AGENCY*'s own programs as may be available that can satisfy the *AGENCY*'s need. [Optional] The government of Guam reserves right to accept other offers separately if a particular quantity requirement arises which exceeds the *AGENCY*'s normal requirements or the amount specified in the Agreement.

SECTION THE PROJECT MANAGER

[USE THIS SECTION IF A PROJECT MANAGER IS REQUIRED]

A. The Project Manager for this Project is the Guam Office of Technology (“OTech”). *AGENCY* and the Project Manager reserve the right to designate and delegate Project Management duties and assign any other consultants or agents to act on the Government’s behalf in writing. The Project Manager and designees will have authority to act on behalf of the Government to the extent provided in the Proposal Documents, this Agreement or Amendments thereto, or as otherwise may be provided for in a written notice signed by the Procurement Officer or the Chief Technology Officer. The Project Manager shall not perform any duties or responsibilities of an engineer, professional engineer, engineer intern, or architect as defined in 22 GCA § 32101 et seq. unless lawfully authorized to do so and specifically authorized to do so by *AGENCY* or the Project Manager. The Project Manager may perform its duties and make recommendations as described in this Agreement in consultation with any other consultants or agents that *AGENCY* or the Project Manager may designate.

B. The Project Manager or the Government’s designees may visit the worksite at any times that *AGENCY* or the Project Manager may deem appropriate to become familiar with the

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progress and quality of the Services completed, to determine if the Services is being performed in accordance with this Agreement.

C. Communications Facilitating Administration of the Services. Except as otherwise provided in this Agreement or when direct communications have been specially authorized, *AGENCY*, the Project Manager, and Contractor shall endeavor to communicate with each other through the Project Manager about matters arising out of or relating to the Services. Communications by and with subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through *AGENCY* or the Project Manager.

D. Based on the Project Manager's evaluations of the Contractor's Applications for Payment, the Project Manager and Contractors/designees will review and make recommendations to *AGENCY* regarding the amounts due the Contractor.

E. The Project Manager has authority to reject Services or Equipment that does not conform to this Agreement. Whenever the Project Manager or other consultants, or agents as *AGENCY* may designate, considers it necessary or advisable, the Project Manager will have authority to require inspection or testing of the equipment, systems, materials, products or any of the Services, whether or not such services have been completed, or equipment or systems have been fabricated, installed or completed. However, neither this authority of the Project Manager nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Project Manager to the Contractor, subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Services.

F. The Project Manager, in conjunction with *AGENCY*, or any consultants or agents as may be required, may conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion of the system or Project; make recommendations to *AGENCY* regarding the issuance of Certificates of Substantial Completion and payment; receive and forward to *AGENCY*, for *AGENCY*'s review and records, written warranties and related documents required by this Agreement and assembled by the Contractor.

G. Notwithstanding any other provision of the Proposal Documents or this Agreement, *AGENCY* or The Project Manager, by and through its Project Manager and/or designees, may require the Contractor to cease work if, in the opinion of the Project Manager or designees, continuing the Services would be a threat to public health, safety, or governmental security.

SECTION DEFECTIVE COST OR PRICING DATA

A. **Overstated Cost or Pricing Data.** If certified cost or pricing data are subsequently found to have been inaccurate, incomplete, or non-current as of the date stated in the certificate, *AGENCY* is entitled to an adjustment of the contract price, including profit or fee or any exclusion of taxes (Gross Receipts Tax) pursuant to §19543.1016 as added by Section 26 of the Guam Procurement Law, to exclude any significant sum by which the price, including profit or

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fee or any exclusion of taxes (Gross Receipts Tax) pursuant to §19543.1016 as added by Section 26 of the Guam Procurement Law was increased because of the defective data. Judgmental errors made in good faith concerning the estimated portions of future costs or projections do not constitute defective data. It is presumed that overstated cost or pricing data increased the contract price in the amount of the defect plus related overhead and profit or fee. Therefore, unless there is a clear indication that the defective data were not used or relied upon, the price should be reduced by such amount. In establishing that the defective data caused an increase in the contract price, the Procurement Officer is not expected to reconstruct the negotiation by speculating as to what would have been the mental attitudes of the negotiating parties if the correct data had been submitted at the time of agreement on price.

B. Off-Setting Understated Cost or Pricing Data. In determining the amount of a downward adjustment, the Contractor shall be entitled to an off-setting adjustment for any understated cost or pricing data submitted in support of price negotiations for the same pricing action up to the amount of the *AGENCY*'s claim for overstated cost or pricing data arising out of the same pricing action.

C. Dispute. If the Contractor and the Procurement Officer cannot agree as to the existence of the defective cost or pricing data or amount of adjustment due to defective cost or pricing data, the Procurement Officer shall set an amount in accordance with Subsections (f)(1) and (f)(2) of this section and the Contractor may appeal this decision as a contract controversy under Article 9 (Legal and Contractual Remedies) of these Regulations.

SECTION VARIATIONS IN ESTIMATED QUANTITIES

A. Variations Requiring Adjustments. Where the quantity of equipment covered under this Agreement is an estimated quantity and where the actual quantity of such equipment varies more than fifteen percent (15%) above or below the estimated quantity stated in the Contractor's Equipment Schedule or this Agreement, an adjustment in the contract price may be made upon demand of either party. The adjustment shall be based upon any increase or decrease in costs due solely to the variation above one hundred fifteen percent (115%) or below eighty-five percent (85%) of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion of the system, the Procurement Officer shall, upon receipt of a timely written request for an extension of time, prior to the date of final settlement of the Agreement or exercise of the option to purchase, ascertain the facts and make such adjustment for extending the completion date as in the judgment of the Procurement Officer the findings justified.

B. Adjustments of Price. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.

SECTION LIQUIDATED DAMAGES

When the Contractor fails to complete the work or any portion of the work within the time or times fixed in the Agreement or any extension thereof, and is given notice of delay or nonperformance

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as specified in paragraph (1), Default, of the Termination for Default, Non-performance or Delay Clause of this Agreement and fails to cure in the time specified, the Contractor shall pay to *AGENCY* five hundred dollars (\$500.00) per day from the date set for cure of the delay pursuant to the clause of this Agreement entitled Termination for Default for Non-performance or Delay-Damages for Delay-Time Extension.

AT&T's Response:

AT&T requests that this Section be deleted from the final agreement between the Parties, unless required by statute. \$500.00 per day payment for failure to complete work within specified time frames This is a unique installation AT&T in an area where AT&T does not normally provide services of this type. It is not fair to AT&T that we be penalized for failing to achieve any installation time frames when we have no experience installing these services in Guam that we could use as the basis of establishing these time frames.

SECTION EQUIPMENT ORDERING

Contractor shall be responsible for all packing, rigging, transportation, and installation charges for the Equipment. Contractor shall arrange for delivery of Equipment, unless otherwise specified in the Equipment Schedule, so that it can be accepted in accordance with the terms of this Agreement. Contractor hereby agrees to indemnify and hold *AGENCY* harmless from any claims, liabilities, costs and expenses, including reasonable attorneys' fees, incurred by *AGENCY* arising out of any purchase orders or assignments executed by Contractor with respect to any Equipment or services relating thereto.

SECTION 10 EQUIPMENT/SYSTEM ACCEPTANCE

In order to accept the Equipment/Project System, *AGENCY* shall return to Contractor the signed and dated Equipment Acceptance attached hereto as Exhibit "B":

- (a) acknowledging that the Equipment/_____ has been received, installed, and is ready for use; and
- (b) accepting it as satisfactory in all respects for the purposes of the Agreement.

SECTION 18 OWNERSHIP AND LOCATION OF EQUIPMENT

A. This Agreement and any Equipment Schedule conveys to *AGENCY* and the government of Guam the right to retain, possess, and use the Equipment as a lessee for the term of the Agreement, and the right to exercise the purchase option contained in this Agreement or any Equipment Schedule.

B. Contractor shall at all times keep the Equipment free and clear from any liens or encumbrances of Contractor's creditors or other persons (other than Permitted Liens). [At AGREEMENT FOR _____ SERVICES
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AGENCY's request, Contractor shall use commercially reasonable efforts to provide *AGENCY* from each owner or mortgagee of any premises in which any Item of Equipment is located a written waiver of any rights of such owner or mortgagee in and to the Equipment or any part or item thereof, in form and substance reasonably acceptable to *AGENCY*.] Contractor agrees that the Equipment shall always remain and be deemed personal and moveable property; Contractor shall not enter into any agreement or take any action inconsistent with the foregoing. Under no circumstances shall Contractor remove or permit removal of any Equipment from the Installation Site shown on the Equipment Schedule therefor unless (a) Contractor shall give *AGENCY* at least 20 days prior written notice thereof, and (b) Contractor, at Contractor's cost, shall have provided *AGENCY* with appropriate Uniform Commercial Code financing statements and other documents requested by *AGENCY* to maintain perfection of its interest in the Equipment and the applicable Equipment Schedule. Under no circumstances shall any Equipment be removed to a location which is not within the continental United States or in which the Uniform Commercial Code is not in effect.

SECTION 19
MAINTENANCE OF EQUIPMENT AND _____ SYSTEM

Contractor shall enter into, and will maintain in effect, where applicable and if available, manufacturer's standard maintenance contract or any other service agreement reasonably satisfactory to *AGENCY* for all Equipment and components of the _____. Contractor may comply with the requirements of this section through a program of self-maintenance. Any maintenance arrangement entered into by Contractor pursuant to this section shall provide for the maintenance of the Equipment and the _____ in good condition and working order and repairs and replacement of parts thereof.

SECTION 20
MODIFICATIONS TO SYSTEM

Contractor, at its own expense, and upon prior notice to *AGENCY*, shall make or permit others to make Equipment alterations, modifications, or additions to the Equipment and _____, as necessary, or as requested by *AGENCY* in accordance with the Changes clause of this Agreement; provided that such alterations, modifications, or additions are for the purpose of improving the _____, and can be added or removed without causing material damage to or reducing the value of the Equipment, do not interfere with the maintenance thereof, do not create a safety hazard, and are not subject to any security interest, rent, or other right or claim held or retained by a third party unless such third party acknowledges that *AGENCY*'s interest in the Equipment is in all ways superior to that of the third party. Such alterations, modifications, and additions may be removed by Contractor at the expiration or earlier termination of the term of the Agreement (including any extensions), unless the option to purchase is exercised, and shall be removed at such time if so requested by *AGENCY*. The cost of such removal and the restoration of the Equipment to the same condition as when new (ordinary wear and tear excepted) shall be borne by Contractor. Any such alterations, modifications, and additions which are not removed by Contractor shall become the property of *AGENCY*.

SECTION 31

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OWNERSHIP OF INTELLECTUAL PROPERTY AND EQUIPMENT

All inventions, discoveries, off-the-shelf software, and intellectual property originated or prepared by the Contractor pursuant to this Agreement including papers, reports, charts, computer programs, and other documentation or improvements thereto, shall be Contractor's exclusive property. *AGENCY* and the government of Guam shall have an unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive license to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the work product from the intellectual property provided under this Agreement. *AGENCY* and the government of Guam shall also have a license to transfer such intellectual property to third parties for governmental purposes. This license shall remain the property of *AGENCY* and may be used by *AGENCY* without any additional cost after expiration or termination of the Agreement, even if the option to purchase the system is not exercised. Contractor and any subcontractors shall retain ownership rights in any commercial off-the-shelf software or intellectual property developed at the respective expense of the Contractor or subcontractor(s) for the __. Upon exercise of the option to purchase, *AGENCY* and the government of Guam shall be granted ownership of all Equipment, hardware, components, and systems constituting the _____, as it is configured and existing at the time of the exercise of the option to purchase.

AT&T's Response:

How does this work given Section 30?

SECTION 46 LOSS OR DAMAGE RE: EQUIPMENT

Contractor shall bear the entire risk of loss or damage to the Equipment, or caused by the Equipment, from the Effective Date of this Agreement until *AGENCY* takes possession of the Equipment after the exercise of the option to purchase, or earlier termination of this Lease.

In the event any Item of Equipment is damaged to a material extent while Contractor bears the risk of loss, Contractor shall promptly notify *AGENCY* and shall determine within 10 days of the date of such notice whether such Item of Equipment can be repaired. If the Item of Equipment can be repaired, Contractor shall at its expense repair such Item to its condition immediately prior to the damage.

In the event any Item of Equipment shall be lost, stolen, destroyed, damaged beyond repair, or rendered permanently unfit or unavailable for use for any reason whatsoever (any such occurrence being referred to as a "Casualty Occurrence"), Contractor shall promptly notify *AGENCY*. Contractor shall then terminate this Lease in respect to the Item of Equipment by paying to *AGENCY* on the Rental Due Date immediately following such Casualty Occurrence an amount equal to the Casualty Value (as determined in the Equipment Schedule) applicable to such Item of Equipment on the immediately preceding Rental Due Date. After the payment of such Casualty Value and all Rental which becomes due and payable on the Rental Due Date immediately

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preceding the Casualty Occurrence, *AGENCY*'s obligation to pay further Rental for such item of Equipment shall cease.

Following payment of the Casualty Value and Rental for an Item of Equipment in accordance with the provisions of the preceding paragraph, Contractor may dispose of such item of Equipment as soon as it is able to do so for the best price obtainable. Any such disposition shall be on an "as is, where is" basis without representation or warranty, express or implied save those warranties which Contractor wishes to give. For each Item of Equipment so disposed, Contractor may, after paying *AGENCY* the amounts specified in the preceding paragraph and other amounts required to be paid by Contractor pursuant to this Lease with respect to such Item of Equipment, retain all of such sale proceeds.

The proceeds of insurance (if any) covering an Item of Equipment to which a Casualty Occurrence has occurred shall be paid to and retained by *AGENCY* to the extent that *AGENCY* has not previously received all Casualty Value and other payments required to be made by Contractor pursuant to this Lease.

AT&T's Response:

Not sure if this is relevant to this engagement. If not, then suggest we delete.

**SECTION 47
EQUIPMENT INSURANCE**

A. Contractor will insure for the following risks with insurers of recognized responsibility (in each case subject to deductibles customarily carried by *AGENCY*): (i) all risk of loss and physical damage to the Equipment in amounts not less than the greater of the fair market replacement value or the aggregate Casualty Value of all Equipment from time to time; and (ii) comprehensive public liability and property damage insurance with respect to the condition, possession, maintenance, operation and use of the Equipment, in an amount not less than \$2,000,000 for each occurrence.

B. Contractor shall deliver to *AGENCY* and any Assignee(s) a valid certificate of insurance for each such insurance policy upon the execution thereof, and a certificate of insurance for each renewal policy not less than 30 days prior to the expiration of the original policy or any renewal policy. Such insurance shall: (i) include as additional parties insured and loss payees the government of Guam, or any Assignee(s) of whom Contractor has notice; (ii) provide that such insurance shall not be materially changed or cancelled without at least 30 days' notice to *AGENCY* or such Assignees; and (iii) provide that such policy shall not be invalidated by any negligence of, or breach of warranty by, Contractor. Upon the request of *AGENCY*, Contractor shall provide any additional data related to the insurance as *AGENCY* reasonably requests. Failure to have in force a policy of insurance as required shall be deemed an immediate Event of Default.

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AT&T's Response:

Not sure if this is relevant to this engagement. If not, then suggest we delete.

AT&T's Response:

The terms and conditions contained within this RFP document do not contain the product- and service-related contractual terms necessary for AT&T to properly deliver the products and services described in the Response. In that light, AT&T submits the following additional clauses to be added to the final contract document.

1. Limitation of Liability.

(a) EITHER PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR DAMAGES ON ACCOUNT OF ANY CLAIM ARISING OUT OF AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL BE:

(i) FOR BODILY INJURY, DEATH OR DAMAGE TO REAL PROPERTY OR TO TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY A PARTY'S NEGLIGENCE, PROVEN DIRECT DAMAGES;

(ii) FOR BREACH OF CONFIDENTIAL INFORMATION, RIGHT TO PUBLICITY, OR TRADEMARKS PROVEN DIRECT DAMAGES;

(iii) FOR ANY THIRD-PARTY CLAIMS, THE REMEDIES AVAILABLE UNDER SECTION 48 (Indemnification);

(iv) FOR CLAIMS ARISING FROM THE OTHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVEN DAMAGES; OR

(v) FOR CLAIMS OTHER THAN THOSE SET FORTH IN SECTION THIS SECTION, PROVEN DIRECT DAMAGES NOT TO EXCEED, ON A PER CLAIM OR AGGREGATE BASIS DURING ANY TWELVE (12) MONTH PERIOD, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES INCURRED BY CUSTOMER FOR THE AFFECTED SERVICE IN THE RELEVANT COUNTRY DURING THE THREE (3) MONTHS PRECEDING THE MONTH IN WHICH THE CLAIM AROSE.

(b) EXCEPT AS SET FORTH IN SECTION 48(Indemnification) OR IN THE CASE OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS.

(c) THE LIMITATIONS IN THIS SECTION SHALL NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT.

2. Disclaimer of Liability. AT&T WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR ANY SERVICE ERROR OR INTERRUPTION,

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INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 OR OTHER EMERGENCY RESPONSE CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR CREDITS EXPLICITLY SET FORTH IN THIS AGREEMENT); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S (OR ITS AFFILIATES', USERS' OR THIRD PARTIES') APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.

3. Application and Survival. The disclaimer of limitations of liability set forth in this Agreement will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages and will apply so as to limit the liability of each party and its Affiliates and their respective employees, directors, subcontractors and suppliers. The limitations of liability and disclaimers set out in this Section 6 will survive failure of any exclusive remedies provided in this Agreement.

Publicity. Neither party may issue any public statements or announcements relating to the terms of this Agreement or to the provision of Services without the prior written consent of the other party.

Trademarks. Each party agrees not to display or use, in advertising or otherwise, any of the other party's trade names, logos, trademarks, service marks or other indicia of origin without the other party's prior written consent, which consent may be revoked at any time by notice.

AGREEMENT FOR _____ SERVICES

_____ Project

AGENCY RFP _____



Paul S Rolinski <paul.rolinski@gfd.guam.gov>

CAD Presentation to GFD

1 message

Kennedy, Michael E <mk4241@att.com>

Sun, Oct 20, 2019 at 6:03 AM

To: "Lijewski, Katie T" <kl0700@att.com>, Tom Chelchowski <TChelchowski@caliberpublicsafety.com>, "Wilson, Todd A" <tw9324@att.com>, "paul.rolinski@gfd.guam.gov" <paul.rolinski@gfd.guam.gov>, "tb2616@att.com" <tb2616@att.com>

Please forward to those who might benefit to this as well.

AT&T will have 8 persons attending as well.

We need about an hour to set up.

Thursday October 24 (morning)

Who: Chief Stone & Paul Rolinski

What: CAD overview Q and A (with Vendors)

Where: GFD Office

 **invite.ics**
3K



Paul S Rolinski <paul.rolinski@gfd.guam.gov>

AT&T INITIAL REVIEW OF GFD CONTRACT TERMS AND CONDITIONS

1 message

Wilson, Todd A <tw9324@att.com>

Sun, Oct 20, 2019 at 3:50 PM

To: Jessica Toft <jtoft@guamag.org>, Paul S Rolinski <paul.rolinski@gfd.guam.gov>

Cc: "Martin, Francis X" <fm2012@att.com>, "Frankhuizen, Rick" <wf2146@att.com>, "Kennedy, Michael E" <mk4241@att.com>, "Lijewski, Katie T" <kl0700@att.com>

Hafa Adai Ms. Toft/Mr. Rolinski,

Thank you for forwarding contract terms and conditions for our corporate review. Attached is AT&T's initial assessment of proposed terms, with those conditions the company would appreciate discussing further, at your convenience.

The terms and conditions are still being reviewed by AT&T Legal, and we expect that process to be completed in the next few days and will forward additional information, if any.

Since Mike Kennedy and I are on island this week and will be overseeing systems demonstrations, we would be happy to follow up with you in person, when available.

Thanks very much. TW

Todd Wilson

Associate Director, Program Management

AT&T Government Solutions, Inc.

1650 Hotel Circle North, Suite 100


San Diego, CA 92108

619-209-4606 (office)

619-203-4823 (cell)

619-683-3917 (fax)

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19K



Contract Section:	12.B. Payment Retained and Exercise of Option to Purchase
Request:	AT&T requests that this Section be deleted from the final agreement between the Parties, unless required by statute.
Rationale:	Section allows for Agency to retain 10% of each payment until final completion and acceptance. AT&T expects to be paid in full for its services as they are delivered and invoiced.

Contract Section:	7. B. Services 8. Guarantee/Warranty of Deliverables, Equipment, and System(s)
Request:	<p>AT&T suggests the following as a complete replacement for this section:</p> <ol style="list-style-type: none"> 1. Purchased Equipment and Vendor Software Warranty. AT&T shall pass through to Customer any warranties for Purchased Equipment and Vendor Software available from the manufacturer or licensor. The manufacturer or licensor, and not AT&T, is responsible for any such warranty terms and commitments. ALL SOFTWARE AND PURCHASED EQUIPMENT IS OTHERWISE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS. 2. Disclaimer of Warranties. AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER) AND MAKES NO GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION. 3. Application and Survival. The disclaimer of warranties set forth in this Agreement will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages and will apply so as to limit the liability of each party and its Affiliates and their respective employees, directors, subcontractors and suppliers. The limitations of liability and disclaimers set out in this Section 6 will survive failure of any exclusive remedies provided in this Agreement.
Rationale:	AT&T is not the equipment or software manufacturer. AT&T does not warrant or guarantee the equipment or software that it sells, but will pass through to the Agency any warranty available from the equipment manufacturer. AT&T disclaims any warranty as stated above.

Contract Section:	30. Ownership of Documents
Request:	<p>AT&T suggests the following as a complete replacement for this section:</p> <p>All intellectual property and proprietary rights arising by virtue of AT&T's performance of the Services are and will be the sole and exclusive property of AT&T, and neither ownership nor title to any such property will pass to Customer.</p> <p>Customer shall own the copies of any reports produced and furnished to Customer by AT&T in providing the Service ("Reports"), and Customer is granted, under AT&T's copyrights, the perpetual, non-exclusive, personal and non-transferable right to reproduce and modify the Reports for Customer's own internal business purposes. For avoidance of doubt, "internal business purposes" exclude public distribution or resale to third parties and revenue generation purposes.</p> <p>AT&T grants to Customer the non-exclusive, personal, and non-transferable right to use any items (other than Reports) produced and furnished to Customer by AT&T in providing the Services, solely for Customer's own internal business purposes during the term of this Attachment, or for such other purposes as may be mutually agreed in writing by the parties.</p>
Rationale:	<p>Section transfers ownership of plans, reports, instruments, and other work product, work documents or work materials to Agency. AT&T needs to retain ownership of its intellectual property that may be included in any of the work products listed above.</p> <p>NOTE: There is a Section 32 "Ownership of Intellectual Property and Equipment" that talks to this topic found elsewhere in this agreement. How does that work with this Section 30?</p>

Contract Section:	32. Access to Records and Audit Review
Request:	AT&T would edit this section to focus on audits of billing records.
Rationale:	<p>AT&T would agree to audits of billing records. AT&T does not agree to audits of its assets, expenses, costs of goods or of its facilities. AT&T's costs, assets and facilities are confidential and should not concern the Agency. AT&T will meet its contractual obligations regarding performance and pricing of the services and equipment it is offering. How this is achieved is proprietary to AT&T.</p>

Contract Section:	39. B. Termination for Convenience
Request:	AT&T requests that this Section be modified to add the following: Agency shall pay AT&T for any waived or unpaid non-recurring charges and for any charges incurred by AT&T from a third party, i.e. not an AT&T affiliate.
Rationale:	AT&T would agree to this clause subject to repayment of upfront costs incurred by AT&T as part of this engagement. AT&T will be investing significant resources at the outset of this engagement in order to provide the services contemplated therein in anticipation of the resulting revenue stream, and should be reimbursed for these costs if the contract is terminated at the convenience of the Agency.

Contract Section:	52. Assignment of Agreement
Request:	AT&T suggests adding the following to the final agreement between the Parties: Notwithstanding the foregoing, AT&T may, without Customer's consent, assign its rights and obligations under this Agreement to an AT&T Affiliate that controls, is controlled by, or is under common control with AT&T, or subcontract to such an Affiliate or a third party work to be performed under this Agreement, but AT&T will in each such case remain financially responsible for the performance of such obligations.
Rationale:	AT&T signs its contracts as "AT&T Corp." but the work is then assigned to an AT&T operating affiliate. This goes to how AT&T is structured as a Corporation.

Contract Section:	56. Contractor Ethical Warranties
Request:	AT&T suggests editing this section to replace any warranty with a representation.
Rationale:	AT&T can represent, but not warrant, that it meets the requirements set forth in this section. A failure to adhere to a warranty could be considered a breach of contract, whereas a representation would not, provided that it is accurate to the knowledge and belief of the representer.

Contract Section:	XXX. Liquidated Damages.
Request:	AT&T requests that this Section be deleted from the final agreement between the Parties, unless required by statute.
Rationale:	\$500.00 per day payment for failure to complete work within specified time frames This is a unique installation AT&T in an area where AT&T does not normally provide services of this type. It is not fair to AT&T that we be penalized for failing to achieve any installation time frames when we have no experience installing these services in Guam that we could use as the basis of establishing these time frames.

Contract Section:	N/A
Request:	<p>AT&T suggests adding the following to the final agreement between the Parties:</p> <p>1. Limitation of Liability.</p> <p>(a) EITHER PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR DAMAGES ON ACCOUNT OF ANY CLAIM ARISING OUT OF AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL BE:</p> <p>(i) FOR BODILY INJURY, DEATH OR DAMAGE TO REAL PROPERTY OR TO TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY A PARTY'S NEGLIGENCE, PROVEN DIRECT DAMAGES;</p> <p>(ii) FOR BREACH OF CONFIDENTIAL INFORMATION, RIGHT TO PUBLICITY, OR TRADEMARKS PROVEN DIRECT DAMAGES;</p> <p>(iii) FOR ANY THIRD-PARTY CLAIMS, THE REMEDIES AVAILABLE UNDER SECTION 48 (Indemnification);</p> <p>(iv) FOR CLAIMS ARISING FROM THE OTHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVEN DAMAGES; OR</p> <p>(v) FOR CLAIMS OTHER THAN THOSE SET FORTH IN SECTION THIS SECTION, PROVEN DIRECT DAMAGES NOT TO EXCEED, ON A PER CLAIM OR AGGREGATE BASIS DURING ANY TWELVE (12) MONTH PERIOD, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES INCURRED BY CUSTOMER FOR THE AFFECTED SERVICE IN THE RELEVANT COUNTRY DURING THE THREE (3) MONTHS PRECEDING THE MONTH IN WHICH THE CLAIM AROSE.</p> <p>(b) EXCEPT AS SET FORTH IN SECTION 48(Indemnification) OR IN THE CASE OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS.</p> <p>(c) THE LIMITATIONS IN THIS SECTION SHALL NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT.</p>

	<p>2. Disclaimer of Liability. AT&T WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR ANY SERVICE ERROR OR INTERRUPTION, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 OR OTHER EMERGENCY RESPONSE CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR CREDITS EXPLICITLY SET FORTH IN THIS AGREEMENT); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S (OR ITS AFFILIATES', USERS' OR THIRD PARTIES') APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.</p> <p>3. Application and Survival. The disclaimer of limitations of liability set forth in this Agreement will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages and will apply so as to limit the liability of each party and its Affiliates and their respective employees, directors, subcontractors and suppliers. The limitations of liability and disclaimers set out in this Section 6 will survive failure of any exclusive remedies provided in this Agreement.</p>
Rationale:	This contract does not contain a Limitation of Liability. AT&T does not enter into contracts without a limitation of liability similar to that set forth above. AT&T could not provide the services contemplated by this agreement if it were subject to indirect or consequential damages.

Contract Section:	N/A
Request:	<p>AT&T suggests adding the following to the final agreement between the Parties:</p> <p>Publicity. Neither party may issue any public statements or announcements relating to the terms of this Agreement or to the provision of Services without the prior written consent of the other party.</p>
Rationale:	This contract does not contain a publicity clause. Both parties should respect the other's right to publicize anything associated with this agreement.

Contract Section:	N/A
Request:	<p>AT&T suggests adding the following to the final agreement between the Parties:</p> <p>Trademarks. Each party agrees not to display or use, in advertising or otherwise, any of the other party's trade names, logos, trademarks, service marks or other indicia of origin without the other party's prior written consent, which consent may be revoked at any time by notice.</p>
Rationale:	This contract does not contain a clause regarding trademarks. Both parties should

respect the other's trademarks.









Paul S Rolinski <paul.rolinski@gfd.guam.gov>

GUAM FIRE DEPARTMENT FOLLOW-ON INFORMATION

1 message

Wilson, Todd A <tw9324@att.com>

Wed, Dec 11, 2019 at 2:57 PM

To: Paul S Rolinski <paul.rolinski@gfd.guam.gov>

Cc: Jessica Toft <jtoft@guamag.org>, "Kennedy, Michael E" <mk4241@att.com>, "Lijewski, Katie T" <kl0700@att.com>

Hafa Adai Mr. Rolinski,

I wanted to hit a couple of highlights regarding the recently submitted revised pricing for the GFD PSAP build out:

- The base year of the contract (deployment activity primarily) includes services for that year, regardless of when the upgraded dispatch location goes live. The total cost for the first year is inclusive of the build out and services. There are no additional costs. AT&T revised the base contract year costs to the GFD to \$2,882,147.30 (not including cost-reimbursable travel). The vast majority of the cost reduction compared to our initial proposal is due to AT&T capitalizing the costs of the vast majority of the equipment being installed, rather than charging the GFD for same.
- Years 2 and 3 are each about \$1.13M, not inclusive of cost-reimbursable travel.
- The sustainment costs for years four and five should be roughly equivalent to the costs associated with years 2 and 3, though I expect a very slight increase overall should be expected due to normal pricing escalation factors the company incorporates to account for inflation, wage increases, etc. Having said that, the costs going forward should be relatively level unless the GFD adds new requirements to the contract scope.

By my reckoning, the GFD will be faced with a cost versus available operational funding situation in years four and five, and I mentioned this concern to Chief Stone at the conclusion of our last visit. I would be hopeful that the Governor might be able to step in and help bridge the gap, once the benefits of the new system are realized and make a difference in the public safety landscape in Guam.

I should mention a couple of final points. First, in order to make the proposal more affordable to the GFD, please note we made the Mobile CAD capability an optional cost. Should the desire and funding dictate, it could be added to the platform at any point during the period of performance.

Second, keep in mind that the AT&T proposal is a service offering, and all updates and equipment replacements (due to normal wear and tear) are covered as part of that service. In addition to maintaining the entire system, from network infrastructure to workstations, AT&T will also provide onsite technical support, 24/7 monitoring, and annual training. Our offering is comprehensive, and I would encourage you to verify the support we provide with any of the Department of Defense POC references we originally provided to you earlier.

Again, I want to reiterate that after our last formal negotiation session with the GFD, we worked extremely hard to construct a financial model that would fit into your funding profile, given the NG911 requirements you desire. I hope that we bridged the existing gap for the next three execution years, and I am happy to discuss any components of our pricing or offer at your earliest convenience. Thanks very much. TW

Todd Wilson

Associate Director, Program Management

AT&T Government Solutions, Inc.

1650 Hotel Circle North, Suite 100

San Diego, CA 92108

619-209-4606 (office)

619-203-4823 (cell)

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Paul S Rolinski <paul.rolinski@gfd.guam.gov>

AT&T REVISED PRICING ICO GFD-001-2019

1 message

Wilson, Todd A <tw9324@att.com>
To: Paul S Rolinski <paul.rolinski@gfd.guam.gov>
Cc: Jessica Toft <jtoft@guamag.org>

Tue, Dec 3, 2019 at 3:00 PM

Ms. Toft/Mr. Rolinski,

Attached is AT&T's revised pricing associated with Solicitation Number GFD-001-2019.

Per our formal negotiations during our last visit to Guam several weeks ago, AT&T has endeavored to restructure our proposal so that it more closely aligns with GFD requirements and the budget available. To that end, our company has taken the following steps to revise costs:

- 1) Reduced the complexity of the overarching design (specifically network infrastructure), while still including overall system redundancy.
- 2) Shifted various equipment costs from direct charge elements in the pricing, to AT&T capital expenditures -- not directly impacting either the GFD or our vendor team. This action alone resulted in the lion's share of cost savings.
- 3) Moved call routing responsibilities to Solacom that were formerly addressed by RedSky, which lowered the overall proposal cost with essentially the same capabilities being provided.

In addition, please note that our current, revised offering includes Solacom call handling and call routing capabilities, Caliber CAD (not including mobile CAD), M80 space refurbishment, and AT&T network infrastructure and overall project management. The end deliverable for this project will be a substantially upgraded NG911-capable PSAP that will provide a solid baseline from which the GFD can grow as the Territory's own infrastructure advances.

The offering is made on a Firm Fixed Price basis, and AT&T is proposing an integrated NG911 solution "as a service." That is, AT&T owns all equipment and associated software, and is responsible for its maintenance, upgrades, and on-site trouble support. Please note that travel is priced separately, and is proposed on a cost-reimbursable basis.

Finally, AT&T Contracts has reviewed the terms and conditions document previously forwarded by Ms. Toft, and I will send our response via separate email on Tuesday, 3 December, PST.

After review, please do not hesitate to reach out to me personally with any questions or concerns. Thank you.

TW

Todd Wilson

Associate Director, Program Management

AT&T Government Solutions, Inc.

1650 Hotel Circle North, Suite 100

San Diego, CA 92108

619-209-4606 (office)

619-203-4823 (cell)

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GSI_GUAM Fire Dept 911RMS 2019 12 2 19.pdf

288K

Guam Fire Dept 911 RMS
AT&T Pricing No. FY2019-0280 / ROME Num: 1-A4Y4SXP
Period of Performance: 01/01/2020 through 12/31/2022



USE AND DISCLOSURE OF DATA

The Offeror has carefully reviewed all data included in this proposal with regard to its potential release in response to the Freedom of Information Act requests. Those data which are believed to be exempt from mandatory disclosure under Exemption 4 of the Freedom of Information Act (5 U.S.C. 552(b)(4)) are contained on the pages enumerated in the NOTICE set forth below. Release of those data, which are considered trade secrets, would provide competitors with valuable insights into the Offeror's operations and as a result would cause the Offeror to suffer substantial competitive harm. Such data is also protected from disclosure under The Trade Secrets Act, 18 U.S.C. 1905.

NOTICE

Data included in this response shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this response. However, if a contract is awarded to AT&T as a result of, or in connection with the submission of these data, the Government shall have the right to duplicate, use or disclose the data to the extent provided in the contract. This restriction does not limit the Government's right to use information contained in the response if it is obtainable from another source without restriction. The data subject to this restriction are contained in all pages of AT&T's response bearing the "Use and disclosure" legend.

ITEM NO	SERVICES	QUANTITY	UNIT Lot	UNIT PRICE	AMOUNT
Subtask A	Guam Fire Department Deployment FFP Circuit Turn-up and Cutover to Emergency Dispatch Center, which shall include all Labor and Materials necessary to deploy 911-RMS infrastructure.	12	Mo	\$240,178.94	\$2,882,147.30
Subtask B	Guam Fire Department Sustainment Option Yr. 1 FFP Sustainment for the 911- RMS including all Labor and Materials	12	Mo	\$ 94,521.78	\$1,134,261.40
Subtask C	Guam Fire Department Sustainment Option Yr. 2 FFP Sustainment for the 911- RMS including all Labor and Materials	12	Mo	\$94,649.97	\$1,135,799.68
Subtask D	Travel FFP Annual Onsite Technical Support	12	Mo	\$7,554.49	\$ 100,000.00
Subtask E	Travel - Option Year 1 FFP Annual Onsite Technical Support	12	Mo	\$4,683.18	\$ 56,198.17
Subtask F	Travel - Option Year 2 FFP Annual Onsite Technical Support	12	Mo	\$4,682.78	\$ 56,193.30

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Date:
Company Name
Site

12/2/2019
Guam Fire Department
Guam Fire Department

Guam Fire Department - Deployment Costs - Base Year

Call Handling 911-RMS				
Item	Description - Deployment Services	QTY	Non-Recurring Cost	Extended Non-Recurring Costs
911ERS	Network Based NextGen Emergency Routing Service	64	\$ 100.00	\$ 6,400.00
911ERSN	Integrated Emergency Response Service, agent services	10	\$ 12,962.00	\$ 129,620.00
911MNG	Managed Net Gateway Service	27	\$ 126.75	\$ 3,422.25
911MRSIP	Managed NextGen 9-1-1 IP PSAP Network Termination	8	\$ 390.00	\$ 3,120.00
911CMR	Call Metrics Reporting, initial instance per agency.	1	\$ 195.00	\$ 195.00
911CMRA	Call Metrics Reporting, each additional instance.	2	\$ 97.50	\$ 195.00
911ERS10	Emergency Response Service, basic, up to 10 positions	1	\$ 5,655.00	\$ 5,655.00
911NCCNE	NCCNE	1	\$ 800,000.00	\$ -
SUBTOTAL				\$ 148,607.25
Vendors				
Caliber - CAD		1	\$ 1,163,576.00	\$ 1,163,576.00
RedSky - Network Call Routing		1	\$ -	\$ -
Solacom - Dispatch Workstations/Software/Call Handling		1	\$ 883,172.31	\$ 883,172.31
M80- Furniture / Space Refurbishment		1	\$ 84,945.34	\$ 84,945.34
SUBTOTAL				\$ 2,131,693.65

AT&T GSI	AT&T GSI	Hours	Rate	Extended	NRC
AT&T GSI Labor	Program Manager	416	\$ 232.83	N/A	\$ 96,857.28
AT&T GSI Labor	Project Manager	1040	\$ 156.41	N/A	\$ 162,666.40
AT&T GSI Labor	IA Manager	40	\$ 143.02	N/A	\$ 5,720.80
AT&T GSI Labor	Service Executive	96	\$ 239.17	N/A	\$ 22,960.32
AT&T GSI Labor	Telephony Expert	1040	\$ 91.72	N/A	\$ 95,388.80
AT&T GSI Labor	Telephony Expert I	1040	\$ 145.44	N/A	\$ 151,257.60
AT&T GSI Labor	Project Control	416	\$ 100.95	N/A	\$ 41,995.20
SUBTOTAL		4088			\$ 576,846.40

Bandwidth Connectivity				
Item	Description			NRC
WAN/Esnet	Guam Fire Department Network Cost			\$25,000.00
SUBTOTAL				\$25,000.00

Total Annual Costs	\$2,882,147.30
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Travel SubTask D				
Travel	Annual Onsite Technical Support			\$ 100,000.00



Date: 12/2/2019
 Company Name: Guam Fire Department
 Site: Guam Fire Department

Guam Fire Department - Sustainment Costs Option Year 1

Call Handling 911-RMS					
Item	Description	QTY		MRC	Extended Monthly Recurring Cost
911ERS	Network Based NextGen Emergency Routing Service	64		\$ 10.00	\$ 640.00
911ERSN	Integrated Emergency Response Service, agent services	10		\$ 149.00	\$ 1,490.00
911MNG	Managed Net Gateway Service	27		\$ 39.00	\$ 1,053.00
911TERM	Local Line Svc per line	8		\$ 13.65	\$ 109.20
911MRSIP	Managed NextGen 9-1-1 IP PSAP Network Termination Service	8		\$ 422.18	\$ 3,377.44
911MDS	Media Delivery Service	10		\$ 22.00	\$ 220.00
911CMR	Call Metrics Reporting, initial instance per agency.	1		\$ 277.88	\$ 277.88
911CMRA	Call Metrics Reporting, each additional instance.	2		\$ 29.25	\$ 58.50
911ERSI0	Emergency Response Service, basic, up to 10 positions	1		\$ 19.50	\$ 19.50
911NCCNE	NCCNE	1		\$ 10,000.00	\$ 10,000.00
				SUBTOTAL	\$ 17,245.52
Vendors					
				Annual Cost	Monthly Recurring Cost
Caliber - CAD		12	\$ -	\$ 140,513.64	\$ 11,709.47
RedSky - Network Call Routing		12	\$ -	\$ -	\$ -
Solacom - Dispatch Workstations/Software/Call		12	\$ -	\$ 343,391.56	\$ 28,615.96
M80- Furniture / Space Refurbishment		12	\$ -	\$ 1,375.68	\$ 114.64
				S	\$ 40,440.07

AT&T GSI	AT&T GSI	Hours	Rate	Extended	Monthly Recurring Cost
AT&T GSI Labor	Program Manager	0.0000	\$ 238.93	N/A	\$ -
AT&T GSI Labor	Project Manager	8.0000	\$ 160.51	N/A	\$ 1,284.08
AT&T GSI Labor	IA Manager	4.0000	\$ 146.77	N/A	\$ 587.08
AT&T GSI Labor	Telephony Expert	25.0000	\$ 94.11	N/A	\$ 2,352.75
AT&T GSI Labor	Telephony Expert I	0.0000	\$ 149.24	N/A	\$ -
AT&T GSI Labor	Training	2.0000	\$ 98.98	N/A	\$ 197.96
AT&T GSI Labor	Project Control	4.0000	\$ 103.58	N/A	\$ 414.32
		SUBTOTAL	43		\$ 4,836.19

Bandwidth Connectivity					
Item	Description				Monthly Recurring Cost
WAN/Esnet	Guam Fire Department Network Cost				\$32,000.00
				SUBTOTAL	\$32,000.00
				Total Monthly Recurring	\$ 94,521.78
				Total Annual Cost	\$ 1,134,261.40

Travel SubTask E					
Item	Description				Monthly Recurring Cost
Travel	Annual Onsite Technical Support				\$ 56,198.17



Date: 12/2/2019
 Company Name: Guam Fire Department
 Site: Guam Fire Department

Guam Fire Department Sustainment Costs Option Year 2

Call Handling 911-RMS						
Item	Description	QTY		MRC	Extended Monthly Recurring Cost	
911ERS	Network Based NextGen Emergency Routing Service	64		\$ 10.00	\$ 640.00	
911ERSN	Integrated Emergency Response Service, agent services	10		\$ 149.00	\$ 1,490.00	
911MNG	Managed Net Gateway Service	27		\$ 39.00	\$ 1,053.00	
911TERM	Local Line Svc per line	8		\$ 13.65	\$ 109.20	
911MRSIP	Managed NextGen 9-1-1 IP PSAP Network Termination Service	8		\$ 422.18	\$ 3,377.44	
911MDS	Media Delivery Service	10		\$ 22.00	\$ 220.00	
911CMR	Call Metrics Reporting, initial instance per agency.	1		\$ 277.88	\$ 277.88	
911CMRA	Call Metrics Reporting, each additional instance.	2		\$ 29.25	\$ 58.50	
911ERS10	Emergency Response Service, basic, up to 10 positions	1		\$ 19.50	\$ 19.50	
911NCCNE	NCCNE	1		\$ 10,000.00	\$ 10,000.00	
SUBTOTAL					\$ 17,245.52	
Vendors						
				Annual	Monthly Recurring Cost	
Caliber - CAD		12	\$ -	\$ 140,513.52	\$ 11,709.46	
RedSky - Network Call Routing		12	\$ -	\$ -	\$ -	
Solacom - Dispatch Workstations/Software/Call		12	\$ -	\$ 343,391.56	\$ 28,615.96	
M80- Furniture / Space Refurbishment		12	\$ -	\$ 1,375.68	\$ 114.64	
SUBTOTAL					\$ 40,440.06	

AT&T GSI	AT&T GSI	Hours	Rate	Extended	Monthly Recurring Cost
AT&T GSI Labor	Program Manager	0.0000	\$ 245.26	N/A	\$ -
AT&T GSI Labor	Project Manager	8.0000	\$ 164.76	N/A	\$ 1,318.08
AT&T GSI Labor	IA Manager	4.0000	\$ 150.65	N/A	\$ 602.60
AT&T GSI Labor	Telephony Expert	25.0000	\$ 96.61	N/A	\$ 2,415.25
AT&T GSI Labor	Telephony Expert I	0.0000	\$ 153.23	N/A	\$ -
AT&T GSI Labor	Training	2.0000	\$ 101.59	N/A	\$ 203.18
AT&T GSI Labor	Project Control	4.0000	\$ 106.32	N/A	\$ 425.28
SUBTOTAL		43			\$ 4,964.39

Bandwidth Connectivity						
Item	Description				Monthly Recurring Cost	
WAN/Esnet	Guam Fire Department Network Cost				\$ 32,000.00	
SUBTOTAL					\$ 32,000.00	
Total Monthly Recurring					\$ 94,649.97	
Total Annual Cost					\$ 1,135,799.68	

Travel SubTask F						
Travel	Annual Onsite Technical Support				\$ 56,193.30	



Paul S Rolinski <paul.rolinski@gfd.guam.gov>

GIS data

3 messages

Kennedy, Michael E <mk4241@att.com>

Wed, Nov 20, 2019 at 3:44 AM

To: "paul.rolinski@gfd.guam.gov" <paul.rolinski@gfd.guam.gov>, Jessica Toft <jtoft@guamag.org>

Cc: "Wilson, Todd A" <tw9324@att.com>, "Lijewski, Katie T" <kl0700@att.com>

Paul any progress at all in getting a sample GIS data extract ?

Thanks

Mike

Mike Kennedy

Chief Architect, USN 911-RMS

AT&T Government Solutions, Inc.

Lithopolis, Ohio

"The truth is not always beautiful, nor beautiful words the truth." Lao Tzu

Mk4241@att.com

Phone: 619-200-3072



1st Cav HHC 312 MI BN

(1983-1984)

Paul S Rolinski <paul.rolinski@gfd.guam.gov>

Wed, Nov 20, 2019 at 9:04 AM

To: "Kennedy, Michael E" <mk4241@att.com>

Cc: Jessica Toft <jtoft@guamag.org>, "Wilson, Todd A" <tw9324@att.com>, "Lijewski, Katie T" <kl0700@att.com>

I spoke to the Otech CTO and asked if I may be able to get a copy of the data but he said he may need to compile all the info together before giving it to me. I will get back to you once I get more info.

Paul Rolinski

**E-911 Emergency Medical Dispatcher Supervisor/
M.I.S - I.T./ Radio Communications Officer
APCO E.M.D. Certified
COMMT- Certified
Guam Fire Department
Contact: 787-5470**

"Attitude is a choice. Happiness is a choice. Optimism is a choice. Kindness is a choice. Giving is a choice. Respect is a choice. Whatever choice you make makes you. Choose wisely."

– Roy T. Bennett, *The Light in the Heart*

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[Quoted text hidden]

Kennedy, Michael E <mk4241@att.com>

Wed, Nov 20, 2019 at 9:07 AM

To: Paul S Rolinski <paul.rolinski@gfd.guam.gov>

Cc: Jessica Toft <jtoft@guamag.org>, "Wilson, Todd A" <tw9324@att.com>, "Lijewski, Katie T" <kl0700@att.com>

Great. Anything to help.

Michael Kennedy
Chief Architect US Navy 911-RMS
AT&T Government Solutions, Inc
Lithopolis, Ohio
(1+1=2)

mk4241@att.com
619-200-3072

On Nov 19, 2019, at 3:05 PM, Paul S Rolinski <paul.rolinski@gfd.guam.gov> wrote:

I spoke to the Otech CTO and asked if I may be able to get a copy of the data but he said he may need to compile all the info together before giving it to me. I will get back to you once I get more info.

Paul Rolinski

**E-911 Emergency Medical Dispatcher Supervisor/
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Contact: 787-5470

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On Wed, Nov 20, 2019 at 3:44 AM Kennedy, Michael E <mk4241@att.com> wrote:

Paul any progress at all in getting a sample GIS data extract ?

Thanks

Mike

Mike Kennedy

Chief Architect, USN 911-RMS

AT&T Government Solutions, Inc.

Lithopolis, Ohio

"The truth is not always beautiful, nor beautiful words the truth." Lao Tzu

Mk4241@att.com

Phone: 619-200-3072

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image001.png
5K



Paul S Rolinski <paul.rolinski@gfd.guam.gov>

UPDATE

1 message

Wilson, Todd A <tw9324@att.com>
To: Paul S Rolinski <paul.rolinski@gfd.guam.gov>

Thu, Nov 14, 2019 at 10:47 AM

Hafa Adai Paul,

Hope you are well! Mike Kennedy has been working on design revisions, and will be here in San Diego next week with another one of our senior engineers, Mike Neideffer, to work on the final changes to our proposal for the GFD. I expect that Katie and I will be in a position to forward the final product with options clearly identified before the end of the month.

Our goal is to meet your basic requirements within the budget considerations you reviewed, with additional capabilities available as options. I wanted to ask if Chief Stone was at all successful potentially obtaining supplemental funds from the Governor to help with the modernization effort. As I expressed to you before leaving the island last time, I am more concerned about ongoing costs for the GFD after year three of the contract is completed. We at AT&T do not want to be in a position of delivering a system for you that is not sustainable after the initial contract period. Regardless, our current pricing effort won't change either way, as we want to craft the most cost-effective solution for you that meets requirements now and provides a baseline for future growth and enhancement as the infrastructure on the island evolves.

I am hopeful we can bring this effort to closure officially in the next 30-60 days. We all really appreciate your engagement and support. TW

Todd Wilson

Associate Director, Program Management

AT&T Government Solutions, Inc.

1650 Hotel Circle North, Suite 100

San Diego, CA 92108

619-209-4606 (office)

619-203-4823 (cell)

619-683-3917 (fax)

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Paul S Rolinski <paul.rolinski@gfd.guam.gov>

TODAY'S SESSION

3 messages

Wilson, Todd A <tw9324@att.com>

Fri, Oct 25, 2019 at 8:55 AM

To: Paul S Rolinski <paul.rolinski@gfd.guam.gov>

Cc: "Kennedy, Michael E" <mk4241@att.com>, "Lijewski, Katie T" <kl0700@att.com>

Paul,

I wanted to touch base with you regarding today's meeting with the Governor. Mike and I discussed this morning, and we think a high level overview would be sufficient for the Governor's cognizance.

We were thinking I would introduce the team (only the leads will be in the room), provide a brief background on who we are and our commitment to the Territory. Then Mike would cover the infrastructure for our proposal (colored box diagram). And I would follow up with two simple screenshots – one of the dispatch desktop (Solacom), and one of the CAD desktop (Caliber), just to show her the new tools that we would be provisioning for the PSAP. We could then entertain questions, if any.

We're thinking that, at most, it would take about 30 minutes.

Let me know if you believe we're on the right track here and, if not, how we should adjust accordingly. Thanks.

TW

Todd Wilson

Associate Director, Program Management

AT&T Government Solutions, Inc.

1650 Hotel Circle North, Suite 100

San Diego, CA 92108

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Paul S Rolinski <paul.rolinski@gfd.guam.gov>

Fri, Oct 25, 2019 at 9:49 AM

To: "Wilson, Todd A" <tw9324@att.com>

Cc: "Kennedy, Michael E" <mk4241@att.com>, "Lijewski, Katie T" <kl0700@att.com>

Id actually like to show her the CAD and calltaking demos. especially the automated unit suggestions on CAD and Texting part on call taking. We don't need an in-depth demo presentation like yesterday.

Paul Rolinski
**E-911 Emergency Medical Dispatcher Supervisor/
M.I.S - I.T./Radio Communications Officer**
Guam Fire Department
Contact: 787-5470

"What's meant to be will always find a way"

– Trisha Yearwood

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[Quoted text hidden]

Paul S Rolinski <paul.rolinski@gfd.guam.gov>

Fri, Oct 25, 2019 at 9:51 AM

To: "Wilson, Todd A" <tw9324@att.com>

Cc: "Kennedy, Michael E" <mk4241@att.com>, "Lijewski, Katie T" <kl0700@att.com>

it would also be ok if the whole team was there like yesterday just so she can see how serious we are.

[Quoted text hidden]

[Quoted text hidden]



Paul S Rolinski <paul.rolinski@gfd.guam.gov>

NG911

5 messages

Paul S Rolinski <paul.rolinski@gfd.guam.gov>
To: "Wilson, Todd A" <tw9324@att.com>

Thu, Nov 7, 2019 at 8:18 AM

Hi Todd here is a list of items we can probably do without for now.


Paul Rolinski

*E-911 Emergency Medical Dispatcher Supervisor/
M.I.S - I.T./ Radio Communications Officer
APCO E.M.D. Certified
COMMT- Certified
Guam Fire Department
Contact: 787-5470*

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– Roy T. Bennett, The Light in the Heart

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 **My recommendations fo NG911.docx**
13K

Wilson, Todd A <tw9324@att.com>
To: Paul S Rolinski <paul.rolinski@gfd.guam.gov>

Thu, Nov 7, 2019 at 10:10 AM

Acknowledged.

I'll follow up with a longer email to you in the next day or so. Thanks. TW

Todd Wilson

My recommendations:

- No COOP Site
- No furniture replacement use existing
- No additional portable/mobile backup system

Chief Joey San San Nicolas Recommendation

- Current location is primary site, will eventually become the COOP site.
- use current furniture but segment cost of new furniture in updated proposal
- We need additional mobile set up for COOP to HQ or Dededo Fire Station as is current standard.

Todd if there any other ways we can cut cost that you can recommend please let me know and I'll run it up the chain. Thank you



Paul S Rolinski <paul.rolinski@gfd.guam.gov>

GIS

3 messages

Kennedy, Michael E <mk4241@att.com>

Thu, Nov 7, 2019 at 5:46 AM

To: "paul.rolinski@gfd.guam.gov" <paul.rolinski@gfd.guam.gov>, Jessica Toft <jtoft@guamag.org>

Cc: "Wilson, Todd A" <tw9324@att.com>, "Lijewski, Katie T" <kl0700@att.com>, "Kennedy, Michael E" <mk4241@att.com>

Paul, last we meet I asked if you could see if we could get a copy of the public version of the GIS information from the permitting office. You said you would look into and ask around to see if this is "allowable". The purpose of course goes to our ability to provide as accurate as possible a solution. So, let us know what you were able to find out. Thanks again.

Mike

Mike Kennedy

Chief Architect, USN 911-RMS

AT&T Government Solutions, Inc.

Lithopolis, Ohio

"The truth is not always beautiful, nor beautiful words the truth." Lao Tzu

Mk4241@att.com

Phone: 619-200-3072



1st Cav HHC 312 MI BN

(1983-1984)

Paul S Rolinski <paul.rolinski@gfd.guam.gov>

Thu, Nov 7, 2019 at 7:59 AM

To: "Kennedy, Michael E" <mk4241@att.com>

Cc: Jessica Toft <jtoft@guamag.org>, "Wilson, Todd A" <tw9324@att.com>, "Lijewski, Katie T" <kl0700@att.com>, "Kennedy, Michael E" <mk4241@att.com>

hi Mike, yes i remember what we spoke about. I am waiting for our CTO to get back so I can meet with him on this matter.

Paul Rolinski

*E-911 Emergency Medical Dispatcher Supervisor/
M.I.S - I.T./ Radio Communications Officer
APCO E.M.D. Certified
COMMT- Certified
Guam Fire Department
Contact: 787-5470*

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— Roy T. Bennett, *The Light in the Heart*

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Kennedy, Michael E <mk4241@att.com>

Thu, Nov 7, 2019 at 8:01 AM

To: Paul S Rolinski <paul.rolinski@gfd.guam.gov>

Cc: Jessica Toft <jtoft@guamag.org>, "Wilson, Todd A" <tw9324@att.com>, "Lijewski, Katie T" <kl0700@att.com>

Sounds good. Thanks again

Michael Kennedy
Chief Architect US Navy 911-RMS
AT&T Government Solutions, Inc
Lithopolis, Ohio

mk4241@att.com
619-200-3072

On Nov 6, 2019, at 5:00 PM, Paul S Rolinski <paul.rolinski@gfd.guam.gov> wrote:

hi Mike, yes i remember what we spoke about. I am waiting for our CTO to get back so I can meet with him on this matter.

Paul Rolinski

*E-911 Emergency Medical Dispatcher Supervisor/
M.I.S - I.T./ Radio Communications Officer
APCO E.M.D. Certified*

COMMT- Certified
Guam Fire Department
Contact: 787-5470

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On Thu, Nov 7, 2019 at 5:46 AM Kennedy, Michael E <mk4241@att.com> wrote:

Paul, last we meet I asked if you could see if we could get a copy of the public version of the GIS information from the permitting office. You said you would look into and an ask around to see if this is "allowable". The purpose of course go to our ability to provide as accurate as possible a solution. So, let us know what you were able to find out. Thanks again.

Mike

Mike Kennedy
Chief Architect, USN 911-RMS
AT&T Government Solutions, Inc.
Lithopolis, Ohio

"The truth is not always beautiful, nor beautiful words the truth." Lao Tzu

Mk4241@att.com

Phone: 619-200-3072

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Paul S Rolinski <paul.rolinski@gfd.guam.gov>

Guam Daily Post - inquiry on E911 procurement

2 messages

John O'Connor <john@postguam.com>
To: "paul.rolinski@gfd.guam.gov" <paul.rolinski@gfd.guam.gov>

Fri, Dec 27, 2019 at 11:25 AM

Hello Paul Rolinski,

My name is John O'Connor, a reporter from the Guam Daily Post. I'm inquiring about the E911 procurement and Kevin Reilly forwarded me to you.

Essentially, our report from June indicated that bids were in and discussions were underway with a vendor.

I'd like to know the procurement status now and when the upgrades might take place.

Regards,
John O'Connor
727-0619

Paul S Rolinski <paul.rolinski@gfd.guam.gov>
To: John O'Connor <john@postguam.com>

Fri, Dec 27, 2019 at 11:27 AM

Thank you for your inquiry. At this time, no award has been made for RFP No. GFD-001-2019. If and when an award is made for this solicitation, all Offerors who registered and submitted a proposal to the Guam Fire Department in response to the RFP will receive notice of the award in accordance with Guam's Procurement Law. All information regarding proposals and the evaluation of those proposals is confidential and cannot be disclosed until after an award is made. 2 GAR, Div. 4, Section 3114(i)(2).

Paul Rolinski

**E-911 Emergency Medical Dispatcher Supervisor/
M.I.S - I.T./ Radio Communications Officer
APCO E.M.D. Certified
COMMT- Certified
Guam Fire Department
Contact: 787-5470**

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Paul S Rolinski <paul.rolinski@gfd.guam.gov>

NEXT STEPS

11 messages

Wilson, Todd A <tw9324@att.com>

Thu, Jan 23, 2020 at 12:09 PM

To: Jessica Toft <jtoft@guamag.org>, Paul S Rolinski <paul.rolinski@gfd.guam.gov>

Cc: "Lijewski, Katie T" <kl0700@att.com>, "Kennedy, Michael E" <mk4241@att.com>

Hafa Adai,

I wanted to send a short note requesting your sense of the next steps required to facilitate potential contract award and project initiation. To date, I think I have responded to all requests for information and forwarded revisions, explanations, or artifacts, as required. If I have failed to do so, please let me know, and I will immediately rectify.

On our side, we want to ensure that we are appropriately planning resources for project execution in Guam; not just for AT&T but for our vendor team, as well. We all consider it to be a very important effort for us this calendar year, and want to prioritize activities for Guam early on, if possible.

Our team is anxious to begin the project should both GovGuam and the GFD be prepared to go forward. However, we understand the complexities you face as part of the entire award process. Having said that, I am available for travel to Guam to complete negotiations, if you so desire, and I just need a few days' notice to make appropriate arrangements.

Please let me know if anything further is required from AT&T, and we will be happy to provide or discuss further, at your convenience. Thanks very much. TW

Todd Wilson

Associate Director, Program Management

AT&T Government Solutions, Inc.

1650 Hotel Circle North, Suite 100

San Diego, CA 92108

619-209-4606 (office)

619-203-4823 (cell)

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Jessica Toft <jtoft@guamag.org>

Thu, Jan 23, 2020 at 1:28 PM

To: "Wilson, Todd A" <tw9324@att.com>, Paul S Rolinski <paul.rolinski@gfd.guam.gov>, Daniel Stone <daniel.stone@gfd.guam.gov>

Cc: "Lijewski, Katie T" <kl0700@att.com>, "Kennedy, Michael E" <mk4241@att.com>

Greetings Todd,

Thank you for the status note. I think that you have provided all items and information requested. On the GFD side, I will be working on creating a draft contract merging AT&T's standard terms and the government of Guam's required terms, taking into consideration AT&T's previous comments and the newest draft attachments. After I finish the draft, I will be sending it to you and your team for redline comments, and hopefully we can finalize a contract for signature soon afterwards.

Sincerely,

Jessica Toft

Assistant Attorney General



Office of the Attorney General

Solicitor Division

590 S. Marine Corps Drive, Suite 802

Tamuning, Guam 96913

Tel: 475-3324 ext. 3033

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[Quoted text hidden]

Wilson, Todd A <tw9324@att.com>

Thu, Jan 23, 2020 at 1:46 PM

To: Jessica Toft <jtoft@guamag.org>

Cc: Paul S Rolinski <paul.rolinski@gfd.guam.gov>, Daniel Stone <daniel.stone@gfd.guam.gov>, "Lijewski, Katie T" <kl0700@att.com>, "Kennedy, Michael E" <mk4241@att.com>

Jessica,

Thank you very much for the quick response. Looking forward to receiving the documents and reviewing.

Please don't hesitate to reach out to me directly if you need anything else in the meantime. TW

Sent from my iPhone

On Jan 22, 2020, at 7:29 PM, Jessica Toft <jtoft@guamag.org> wrote:

Greetings Todd,

Thank you for the status note. I think that you have provided all items and information requested. On the GFD side, I will be working on creating a draft contract merging AT&T's standard terms and the government of Guam's required terms, taking into consideration AT&T's previous comments and the newest draft attachments. After I finish the draft, I will be sending it to you and your team for redline comments, and hopefully we can finalize a contract for signature soon afterwards.

Sincerely,

Jessica Toft

Assistant Attorney General

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3K

Wilson, Todd A <tw9324@att.com>

Sat, Feb 8, 2020 at 11:57 AM

To: Jessica Toft <jtoft@guamag.org>, Paul S Rolinski <paul.rolinski@gfd.guam.gov>, Daniel Stone <daniel.stone@gfd.guam.gov>

Cc: "Lijewski, Katie T" <kl0700@att.com>, "Kennedy, Michael E" <mk4241@att.com>

Hafa Adai Jessica,

Just thought I would drop you a quick note to see where we are and if you need anything from this end. It looks like I may be in Guam in mid-March on Navy business, so I wanted to let you know my schedule if you felt we might need to connect. My schedule is still somewhat flexible if it helps on your end.

Hope you are well, and please don't hesitate to reach out to me directly. Thanks. TW

Todd Wilson

Associate Director, Program Management

AT&T Government Solutions, Inc.

1650 Hotel Circle North, Suite 100

San Diego, CA 92108

619-209-4606 (office)

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[Quoted text hidden]

Jessica Toft <jtoft@guamag.org>

Tue, Feb 11, 2020 at 11:39 AM

To: "Wilson, Todd A" <tw9324@att.com>, Paul S Rolinski <paul.rolinski@gfd.guam.gov>, Daniel Stone <daniel.stone@gfd.guam.gov>

Cc: "Lijewski, Katie T" <kl0700@att.com>, "Kennedy, Michael E" <mk4241@att.com>

Thank you Todd. I'm sure it will be good to meet at that time, anyway. Hopefully I will have a draft for you and GFD before then.

[Quoted text hidden]

Wilson, Todd A <tw9324@att.com>

Tue, Feb 11, 2020 at 11:43 AM

To: Jessica Toft <jtoft@guamag.org>, Paul S Rolinski <paul.rolinski@gfd.guam.gov>, Daniel Stone <daniel.stone@gfd.guam.gov>

Cc: "Lijewski, Katie T" <kl0700@att.com>, "Kennedy, Michael E" <mk4241@att.com>

Thanks. Let me work details on this end, and then I'll let you know my schedule. TW

[Quoted text hidden]

Wilson, Todd A <tw9324@att.com>

Fri, Feb 14, 2020 at 12:04 PM

To: Jessica Toft <jtoft@guamag.org>, Paul S Rolinski <paul.rolinski@gfd.guam.gov>, Daniel Stone <daniel.stone@gfd.guam.gov>

Cc: "Lijewski, Katie T" <kl0700@att.com>, "Kennedy, Michael E" <mk4241@att.com>

Hafa Adai Jessica,

It looks like I will be in Hawaii from about 9-20 March, if it makes sense to make a visit to Guam sometime during that timeframe. If not, the next time I can be on island (Guam) would be the week of 30 March. I can adjust things on either end of the trip or month, depending on your availability, what makes sense, and if you think we may have documents to review.

Just let me know your thoughts, and I'll do my best to accommodate schedules on your end.

Hope you are well. Thanks. TW

[Quoted text hidden]

Wilson, Todd A <tw9324@att.com>

Thu, Mar 5, 2020 at 12:48 PM

To: Jessica Toft <jtoft@guamag.org>, Paul S Rolinski <paul.rolinski@gfd.guam.gov>, Daniel Stone <daniel.stone@gfd.guam.gov>

Cc: "Lijewski, Katie T" <kl0700@att.com>, "Kennedy, Michael E" <mk4241@att.com>

Hafa Adai Jessica,

I wanted to briefly touch base to let you know my trip to Hawaii next week is still going to happen. I'm scheduled to be in Oahu from 10 March – 21 March.

Like many other multinational corporations, AT&T has been incrementally restricting employee travel over the past few weeks due to the coronavirus situation. So far, we're still good (with management approval) to visit both Hawaii and Guam. China, Korea, and Japan are off the table for the moment.

Anyway, I thought I'd check on contractual document status and get a sense if you think it's worthwhile for me to take a side trip to Guam, if it's feasible for everyone. Just let me know your thoughts, and we'll go from there. Thanks very much. TW

Todd Wilson

Associate Director, Program Management

AT&T Government Solutions, Inc.

1650 Hotel Circle North, Suite 100

San Diego, CA 92108

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[Quoted text hidden]

Jessica Toft <jtoft@guamag.org>

Thu, Mar 5, 2020 at 1:24 PM

To: "Wilson, Todd A" <tw9324@att.com>, Paul S Rolinski <paul.rolinski@gfd.guam.gov>, Daniel Stone <daniel.stone@gfd.guam.gov>

Cc: "Lijewski, Katie T" <kl0700@att.com>, "Kennedy, Michael E" <mk4241@att.com>

Hello Todd,

I am working on the contract drafting now. I'm hoping to have a draft to you by next week. I'm not sure whether you think it would be valuable to have a side trip to Guam. for the next week following March 21; however, I will not be in Guam because I have to fly to D.C. for a different work-related task for the week of March 22-30. I apologize for not responding to your previous requests, but I was still having to confirm that off-island matter.

Thank you,

[Quoted text hidden]

Wilson, Todd A <tw9324@att.com>

Thu, Mar 5, 2020 at 1:31 PM

To: Jessica Toft <jtoft@guamag.org>, Paul S Rolinski <paul.rolinski@gfd.guam.gov>, Daniel Stone <daniel.stone@gfd.guam.gov>

Cc: "Lijewski, Katie T" <kl0700@att.com>, "Kennedy, Michael E" <mk4241@att.com>

Jessica,

Thanks very much for the quick reply. I certainly want to do what's best for everyone.

If you think it might be easier to get together while you're in DC (assuming you have the time), it might be easier to meet there. I will leave that option open.

For now, I'll stand by on this end, and maybe we can firm up plans once we have documents to review. Please be assured I'm not trying to pressure you or the GFD. My company frequently requests status updates from me, and I try to do my best for them without aggravating you at the same time!

Again, I appreciate the fast response. TW

[Quoted text hidden]

Jessica Toft <jtoft@guamag.org>

Thu, Mar 5, 2020 at 1:33 PM

To: "Wilson, Todd A" <tw9324@att.com>, Paul S Rolinski <paul.rolinski@gfd.guam.gov>, Daniel Stone <daniel.stone@gfd.guam.gov>

Cc: "Lijewski, Katie T" <kl0700@att.com>, "Kennedy, Michael E" <mk4241@att.com>

Please don't worry about bothering me. It has just been a very, very busy two months; but this work is a priority for Guam.

[Quoted text hidden]



(C)







Paul S Rolinski <paul.rolinski@gfd.guam.gov>

SAMPLE CONTRACT DOCUMENTS AND ARTIFACTS

2 messages

Wilson, Todd A <tw9324@att.com>

Thu, Dec 19, 2019 at 7:38 AM

To: Paul S Rolinski <paul.rolinski@gfd.guam.gov>

Cc: Jessica Toft <jtoft@guamag.org>, "Lijewski, Katie T" <kl0700@att.com>, "Kennedy, Michael E" <mk4241@att.com>

Mr. Rolinski,

Thanks to Ms. Toft for previously forwarding to AT&T the negotiable contract provisions from GovGuam.

I have attached to this email several documents for further consideration on your end.

- 1) AT&T Unified Agreement (UA). This master agreement contract document template is editable, and it contains the provisions the company includes as baseline terms and conditions. We have utilized this template on a wide basis in the broader market.
- 2) Working version of the contract Statement of Work, which was derived from the GFD NG911 solicitation.
- 3) Revised pricing and CLIN structure I forwarded several weeks ago to you.

Conceptually, the GovGuam/GFD could use the UA as the heart of any agreement between parties, since it is an already approved AT&T document and would streamline final approval processes on this end. Further, it is common practice to include appendices or attachments to this document which, in this case, would be the Statement of Work and the CLINs (at a minimum). The base contract and attachments are, of course, negotiable.

My sense is that we would ultimately collectively create a hybrid document that includes terms and conditions each side considers both essential (legally/contractually), and that would pass through the respective approval processes in a fairly straightforward manner.

We would still have to agree on an acceptable payment schedule, as well as any other edits and revisions to the attachments I am forwarding. In other words, we still have to work out the details in a mutually acceptable fashion, which I am very confident we can do.

I am hopeful the above information is useful to you, and should you need any other information, please don't hesitate to reach out to me directly. We are standing by on this end to finalize the project details to your satisfaction.

Thanks very much, and I hope you have a great holiday season. TW

Todd Wilson

Associate Director, Program Management

AT&T Government Solutions, Inc.

1650 Hotel Circle North, Suite 100

San Diego, CA 92108

619-209-4606 (office)


619-203-4823 (cell)


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3 attachments

 **GFD NG911 working SOW 12182019.docx**
91K

 **ua iii.doc**
175K

 **GSI_GUAM Fire Dept 911RMS 2019 12 2 19.pdf**
288K

Paul S Rolinski <paul.rolinski@gfd.guam.gov>
To: Jessica Toft <jtoft@guamag.org>

Thu, Dec 19, 2019 at 8:21 AM

Hi Jess, is this contract one we can use?

Paul Rolinski

***E-911 Emergency Medical Dispatcher Supervisor/
M.I.S - I.T./ Radio Communications Officer
APCO E.M.D. Certified
COMMT- Certified
Guam Fire Department
Contact: 787-5470***


“Attitude is a choice. Happiness is a choice. Optimism is a choice. Kindness is a choice. Giving is a choice. Respect is a choice. Whatever choice you make makes you. Choose wisely.”


– Roy T. Bennett, The Light in the Heart


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3 attachments

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288K

SCOPE

OVERVIEW

With the advent of a more pervasive broadband culture, there is a compelling need for the Guam Fire Department (GFD) to utilize a new, more capable Emergency Dispatch System that will allow the general public to send texts, images, video, and other data to a Public Safety Access Point (PSAP), in addition to accommodating 9-1-1 calls originating from mobile communication devices. The primary goal of this performance-based acquisition project is to completely transition the GFD PSAP to a Next Generation 9-1-1 (NG911) Emergency Dispatch System platform with an integrated Computer Aided Dispatch (CAD) capability.

BACKGROUND

This Delivery Order directs the design, installation, and maintenance of an NG911 Emergency Dispatch System platform and integrated CAD system for the GFD, as part of an overall PSAP upgrade.

Contractor Responsibilities. The Contractor shall provide as a service (i.e., Contractor retain full ownership of all associated equipment, software, and network infrastructure) a hosted NG911 platform with integrated CAD; will design, install, maintain, and own the system after installation; and will periodically upgrade the system to the latest NENA standards, as applicable. System compliance upgrades, at no additional cost, will be scheduled at a time and frequency mutually acceptable to the GFD and the Contractor.

In coordination with the GFD, Contractor will facilitate the migration of the current GFD Enhanced 9-1-1 (E9-1-1) platform from its fixed, telephony-based system, to a new, integrated NG911 platform with integrated CAD. Contractor will also provide all necessary training and ongoing technical support for the NG911 and integrated CAD platform.

It will be the Contractor's sole responsibility, at no further cost to GFD, to repair, refurbish, or modify all equipment, software, and materials furnished under the awarded contract to the extent necessary for the Contractor to meet all of its obligations under the awarded contract in a timely fashion.

TYPE OF CONTRACT TO BE OFFERED AND TERM

This contract is a Firm Fixed Price (FFP) services-based award for the design, installation, maintenance, and operation of a NG911 system with integrated CAD. The period of performance for system design and installation services contained in the Scope of Services is one (1) year, with two subsequent maintenance and operation periods of one (1) year each, with potential renewal or extension periods of up to an additional two (2) years. Any contract that results from this solicitation will be a multi-term professional services contract for the design, installation, maintenance, and operation of a new NG911 system and integrated CAD system.

1. Initial Term. The initial term of the contract shall be for three years (Base Year and two Execution Years). The date on which the Governor signs the contract will be the effective date of the contract. However, services shall begin upon the date that GFD issues a written Notice to Proceed (NTP) to the Contractor (Initial Term). Only then may contract Services begin.

2. Renewal Maintenance and Operation Terms. At the sole option of GFD, and upon satisfactory performance by Contractor, the contract may be renewed or extended for any number of time period(s) determined to be in the best interests of the Government of Guam, for a total of up to two additional years (each renewal being a "Renewal Term") for the purposes of continued maintenance, support, and/or operation of the installed System. Any renewal of the contract for continued Services will be subject to negotiation.

3. No Cost Extension Terms. Should the Contractor require additional time to complete any contract objectives, for good cause, and at the sole option of GFD, the resulting contract may be extended for one No Cost Extension Term of up to six (6) months with no additional obligation of any funds by GFD. If GFD elects to extend the contract under this provision, the No Cost Extension Term shall be exercised by GFD through the execution of a written determination signed by the Procurement Officer and placed in the contract file prior to the end date of the period of performance of the contract. Any No Cost Extension shall not be subject to negotiation. The No Cost extension shall be on the same terms, conditions, and pricing as is in effect under the existing contract, but at no additional cost to GFD and with no additional obligation of funds.

4. Option to Purchase. The GFD shall have the option to negotiate the purchase the Delivery Order-associated NG911 workstation/dispatch equipment (including CAD), typically at the fair market value price of the system(s) at the time of deployment, as included in the Contractor's original Cost Proposal. This option to negotiate purchase may be exercised by the GFD at any time throughout the duration of the awarded contract or during any extensions or renewals.

All renewals, extensions, Renewal Terms, No Cost Extension Terms, and Options to Purchase are subject to the availability of funds. In no case shall any extension or renewal extend the total term of the contract beyond five (5) years. Unless cancelled for lack of funds, terminated, renewed, or extended prior to expiration, the contract shall expire at the end of the Initial term or at the end of any subsequent Renewal Term, any subsequent Extension Term, or any No Cost Extension term exercised by GFD.

GENERAL SCOPE OF SERVICES

The GFD recognizes that i3/NG911 Standards are continually evolving. The Contractor is expected to offer a service (including equipment and software) that is fully compliant with either the latest version of the NENA i3/NG911 Standards or the most current NENA Standards in effect at the time of award. In addition, the Contractor should demonstrate an extraordinary knowledge of system security relative to system software operating programs, physical facilities, and electronic protection to safeguard the network from man-made attacks as well as natural events.

System minimum provisions:

1. Contractor shall install a complete and fully operational System. The System shall include both an NG911 platform and an integrated CAD system. If the Contractor's System, as installed, does not meet the technical specifications offered in Contractor's Proposal and agreed upon in any resulting contract, all additions or modifications required to meet those technical specifications to the satisfaction of GFD shall be at the sole expense of the Contractor.
2. System data must be replicated on multiple servers or at separate locations; no centralized server is suitable due to survivability and risk mitigation needs, and Contractor will ensure that no single component will create a single point of failure for the System.
3. Upon successful design and acceptance of the new System, the Contractor must ensure no break in 9-1-1 services in Guam and continue the current E9-1-1 system's operation while transitioning to the new System. Transition should occur seamlessly while uninstalling and removing all legacy equipment, including servers, cabling, workstations, interfaces, etc. The Contractor will be required to submit a Removal Plan to GFD for review and approval a minimum of forty-five (45) days prior to commencement of any such work. All such work will be executed under oversight by GFD.
4. The NG911 Platform and CAD System shall be operational and fully functional 99.999% of the time. The new System must provide for the hot-swap replacement of components. The Contractor or anyone servicing the System must be able to remove and replace servers, drives, and network components while the applications and System remain operational.

The remainder of this general Scope of Services includes the following goals, items of equipment, System features, System components, and Services:

1. A. Design and installation of one (1) PSAP (Public Safety Answering Point) with ten (10) CAD workstations and four (4) CAD Remote backup workstations for the Continuity of Operations Plan (COOP) location, to include the latest in ergonomic design and structural components of the new workstations as part of the design phase. The ten (10) CAD workstations should consist of eight (8) regular CAD dispatch workstations and two (2) CAD supervisory workstations and;
B. Ten (10) Call Taking workstations and four (4) Call Taking Remote backup workstations for the Continuity of Operations Plan (COOP) location, to include the latest in ergonomic design and structural components of the new workstations as part of the design phase. The ten (10) Call Taking workstations should consist of eight (8) regular Call Taking answering workstations and two (2) Call Taking supervisory workstations.

2. GFD seeks a customizable system with standardized features and the capability to seamlessly support communications and data transfer across county, state,

territories, and international borders, and across the multitude of emergency response professions and agencies, from traditional PSAPs to Poison Control Centers, trauma centers, the Coast Guard, and disaster management centers.

3. The new System should support such features as text messages for emergencies, images, and video (including support for American Sign Language users), call-recording, and easy access to additional data such as telematics data, building plans, and medical information over a common data network.
4. The new System should: interface/integrate to the PSTN/POTS utilizing required means; interface/integrate with a console system supporting a single user device—headset or handset; interface/integrate to allow transfer of calls utilizing the existing T-1 line(s); and include a compatible, current, digital IP recorder with playback option.
5. The Contractor will assume complete responsibility for engineering, furnishing, installing, testing, implementing, operating, and maintaining the System. The Contractor will be responsible for providing, installing, programming, and maintaining an NG911 and integrated CAD System that is compliant with applicable standards (current and future) and provides a level of service commensurate with public safety mission-critical operations. The Contractor must complete and pass all acceptance tests of System components, software, and equipment to the satisfaction of GFD. The Contractor will also be responsible for integration of certain existing data centers or host PSAPs within the System.

SYSTEM DOCUMENTATION

Two complete sets of as-built drawings shall be developed, submitted to the GFD, and maintained by the Contractor, with updates, as necessary. As-built drawings should be submitted in Microsoft Visio format, or other agreed upon graphic format as delineated in the contract, on two individual sets of CDs. The installation and acceptance of the System shall not be complete until as-built drawings are delivered. The Contractor shall provide and maintain:

- A. System Network Diagrams
- B. Data Flow Diagrams
- C. System Grounding Diagrams
- D. PSAP Workstation and Equipment Floorplans and Layouts
- E. Equipment Rack Layouts

During all phases of the Project, the Contractor will update as-built drawings as system changes are implemented.

The Contractor will provide documentation (user manuals) for the operation of each component of the System at the workstation level.

Once awarded, all documentation required to be provided by the Contractor should be submitted in Microsoft Office format. If not, any specialized software required to view,

edit, or maintain system documentation shall be provided by the Contractor at no additional cost to GFD or the Government of Guam.

SOFTWARE MAINTENANCE

The Contractor shall maintain all Contractor-furnished software in a reliable operating condition and incorporate the latest software changes applicable to the installed System for the duration of the contract. All System customizations performed by the Contractor must be included in the continuing maintenance for the duration of the contract, including any maintenance period after expiration of any applicable warranty period.

CONTINUATION OF MAINTENANCE

In the event that the manufacturer and sale of any component of the System is discontinued by the original equipment manufacturer, the Contractor, subject to negotiation and agreement regarding cost, will agree to provide continuous maintenance coverage, if desired by GovGuam, for up to five years (5) from the date GovGuam is notified of the cessation of manufacture of the equipment.

PERSONNEL SECURITY

The Contractor employees shall be fully qualified to work in support of this Delivery Order, both in terms of successfully completing the Contractor's employment requirements (i.e., criminal background and drug check validation), in order to maintain the confidentiality of the NG911 Platform to the greatest extent possible.

ONSITE SYSTEM MAINTENANCE PERSONNEL

The Contractor personnel performing NG911 Platform support shall be technically qualified to provide the following Services:

- A. System Maintenance
- B. System Software Upgrades/Repairs
- C. System Hardware/Equipment Upgrades/Repairs
- D. Database Upgrades/Repairs
- E. 24-Hour On-Call Contractor Contact

NG911 SYSTEM DESIGN AND FEATURES

The NG911 System shall be able to seamlessly transition into operation with no break in emergency services and should demonstrate Next Generation features that include or are upgradable to:

A. CALL ORIGINATING UTILIZING:

1. Internet Protocol (IP) User Agents (UA); i.e., computing devices that support Session Initiation Protocol (SIP) clients such as; IP phones,

and IP wireless devices (Audio, Text, Data, and Video).

2. Cellular devices with Short Message Service (SMS).
3. Third-party call centers such as Telematics service Contractors (Audio and Data).
4. IP Video Relay Systems (VRS) for the deaf and hard-of-hearing community (Text, Data, and Video).

B. CALL SUPPORT AND PROCESSING USING:

1. Traditional 9-1-1 trunks (e.g., CAMA) and SIP connections/trunks.
2. NG911 Network components such as Emergency Service Routing Proxy (ESRP) and data gateways.
3. Existing ANI/ALI capabilities and NG911

C. CALL TAKING AT THE PSAP USING:

1. IP Automated Call Distribution (ACD) systems.
2. IP phones and workstations.

D. COMMUNICATION RETRIEVAL/PLAYBACK

NG911 Session Recording and Logging/Selected Admin Lines/Radio Transmission utilizing a Digital Voice Recorder.

E. GFD PSAP

The System platform should support accepting emergency, critical, and administrative calls for eight (8) dispatch/call taking positions and two (2) supervisory dispatch/call taking (expandable to 12 or more).

F. INTERFACE/INTEGRATION

1. System should interface/integrate to allow transfer of calls utilizing the existing T-1 line(s).
2. System should interface/integrate to the PSTN/POTS utilizing required means.
3. System platform should interface/integrate with existing console system supporting a single user device; headset or handset.
4. System platform should include a compatible, current, digital IP recorder with playback option.

G. FEATURES

1. IP-based location acquisition and validation, and call routing.
2. ESINet (if available) interconnection including ECRF-based call routing.
3. System data must be replicated on multiple servers or at separate locations; no centralized server is suitable due to survivability and risk mitigation needs.
4. The System should provide call-handling capabilities that meet or exceed the Government of Guam's call volume requirements.
5. The System should permit customization of the user interface on a per user basis, including screen layout, colors, and fonts.
6. The System should include a log-in feature with history for call takers.
7. The System should be compatible with the following PBX interfaces: Analog; T1; ISDN-PRI with or without QSig; SIP over Ethernet.
8. The System should support multiple layers of redundant call processing and more than one level of survivability.
9. The System should have programmable Automatic Call Distribution (ACD) capabilities included, and not as an additional cost.
10. The System should have the ability to record 9-1-1 audio and shall be played back immediately after the call is ended, if desired. Call takers should have the ability to forward the audio to other positions. Note: this recording capability is intended to replace the existing GG NICE Word-Net 3 recording capabilities.
11. The System should have a dedicated abandoned call visual indicator and support a distinctive tone for abandoned 9-1-1 calls.
12. Call takers should have the ability to recall a list of calls previously answered at the call taking position: A minimum of twenty-five (25) calls is required.
13. Call takers should have the ability to view a minimum of five (5) previous calls from the same phone number as the current call.
14. The System should be capable of conferencing a minimum of four (4) parties.

15. The System should provide a HOLD function that makes it possible for any 9-1-1 call taker (from a different position) to retrieve a call placed on HOLD by another call taker.

16. The System should be designed so that no calls in progress will be dropped or lost due to failure of the telephony servers. Conference servers are not an acceptable substitution.

17. Any authorized call taker or supervisor should have the ability to join an existing call. Upon entering any 9-1-1 or administrative call for which ANI, CBN, ALI, or caller ID information is available, such information should be immediately displayed on the call taker's display, and all parties should be in conference.

18. The central communications platform should have the capability to provide a digital T1 (DS1 standard) and/or ISDN-PRI interface for 9-1-1 trunks and administrative lines. For T1's, this should be a direct connect T1 without the requirements for separate analog channel bank equipment. For ISDN-PRI, all relevant features, including Feature Group D, should be supported. Platform should be capable of supporting single or dual spans. Platform should be capable of supporting a mix of T1 and ISDN-PRI on the same hardware.

19. System should support a distributed architecture and allow for flexible, rules-based call routing using different gateways in different locations, including automated fail-over in case a gateway is temporarily unavailable.

20. System should be expandable (without adding controllers or an additional rack or backroom) to accommodate a 50% growth from current capacity. System expandability should support potential for regionalizing with the Department of Defense team on island, without necessity for multiple disparate controllers.

21. Any authorized call taker or supervisor should have the ability to silently listen to another call taker's telephone conversation from his/her workstation. Such action should not cause any audio or visual disturbance at the monitored answering position. Monitoring can be performed from system IP phones in addition to supervisor workstations.

H. THE FOLLOWING TELEPHONY INTERFACES SHOULD BE SUPPORTED:

1. CAMA (analog and T1);
2. PRI (T1/E1 with or without QSig interface for PBX interconnect to other PBX's);
3. Digital T1 Interface;

4. ISDN Primary Rate Interface;
5. Enhanced MF Signaling Interface;
6. Direct IP Telephony Interconnection.
7. The System should have call monitor/observe/silent monitor functionality.
8. The System should have a Barge-in capability for supervisors or designees.
9. The System should support internal Instant Messaging (IM) between call taker positions.
10. Automatic TDD/TTY Answering System should be provided system-wide that is utilized by each call-taking position. The System shall be capable of transferring and/or conferencing a TD/TTY call. The System should allow users to store and access a minimum of 20 pre-programmed TDD/TTY messages and print the previous TDD/TTY conversations.
11. The System should support the ability to transfer, as required. The System should support pre-programmable intelligent transfer functionality.
12. The System should enable call-takers to perform one-button callback for Hard Line 9-1-1 calls, Wireless 9-1-1 calls, and VoIP calls.
13. The System should provide two output interfaces to the ALI Retrieval system and have an auto ALI re-bid capability.
14. The System should provide the ability to display ALI information to the call-taker before the call is answered.
15. The System should allow multiple carriers to directly interface into the NG911 System.

I. SOFTWARE CONTROL AND COMPONENT REDUNDANCY

1. The NG911 System may be software controlled and should feature component redundancy: all major components proposed in the System should be fully redundant, allowing for full geographical split location of the System, if desired. The System should be designed to allow distribution of major components between multiple locations without requiring the purchase of multiple systems. No single major component failure should disable more than 50% of the System's capacity.

J. SYSTEM ARCHITECTURE

1. The System Architecture should be such that the failure of any one component or module will not result in total system failure, but only the loss of the equipment associated with that module. All vital system modules should be protected through the use of redundant modules to eliminate any single point of failure. It is mandatory that any central processor should be fully duplicated in a hot standby mode. Switch-over should be automatic and should not require manual intervention.

K. MANAGEMENT AND PROCESSING CAPABILITIES

The System should have the demonstrated ability to effectively manage and process a variety of different call formats including but not limited to:

1. Traditional analog or digital telephone calls.
2. Wireless calls in compliance with the FCC Phase I and Phase II mandate for full call integration.
3. Voice Over IP in native (SIP) format in compliance with the NENA i3 Standard or most current NENA standards in effect at the time of the issuance of the Notice of Award.

L. CALL DISTRIBUTION

The System should be capable of providing intelligent call distribution of 9-1-1 trunks and administrative lines. The Automatic Call Distribution (ACD) should allow for various routing options including as a minimum:

1. The capability to route the call that has been waiting the longest to the first available operator.
2. The capability to ring all answering positions.
3. Circular
4. Multiple Queues
5. Control DND
6. Overflow
7. All call taking, mapping, dispatch, maintenance and administration functions should be via a browser-based application.
8. The Contractor will maintain on Guam a supply of critical spares.
9. When a 9-1-1 call is received, the ANI controller should accept multi-frequency codes extended from the Central Office and decode the

calling telephone number and display it on the screen associated with the answering Call Taker's Position.

10. Immediately thereafter the ANI Controller should automatically extend the calling number data to the ALI computer. Then, the ALI information should display the caller's address with the ANI.

11. The System should be capable of supporting a variety of monitor sizes.

12. Administrative and emergency calls should have different type tones to enable the 9-1-1 call taker to distinguish between the two.

M. 9-1-1 ADMINISTRATIVE CALL DETAIL REPORTS

Administrative and 9-1-1 Call Detail Reports (for recordkeeping and legal requirements) should be readily available. These should include, but are not limited to:

1. Call Count by Hour;
2. Call Count by Day;
3. Call Count by Day vs by Hour;
4. Call Count by Week;
5. Call Count by Month;
6. Call Count by Quarter;
7. Call Count by Year;
8. Call Count by Call Types;
9. Call Count Comparison by Month;
10. Call Count by Ring Time Range;
11. Transfer Average by Month; and
12. Trunk and Line Utilization by Day vs Hour

N. GFD NG911 SYSTEM OBJECTIVES

The objectives of the GFD NG911 System are as follows:

1. Provide an answering point for all emergency 9-1-1 calls with ALI.
2. Migrate to a NG911 call taking solution.

3. Provide remote call taking positions.
4. Distribute call taking operations between a main PSAP and backup center or EOC.
5. Deploy call taking solution that is flexible enough to accommodate future plans for regionalization or consolidation.
6. Allow multiple carrier the ability to directly interface to the NG911 solution.
7. Implement NG911 MIS solution.
8. Implement NG911 Mapping solution.
9. Provide manual input of telephone numbers in case of ANI failure in order to receive ALI display.
10. NG911 solution should have a recording function to replace the Government of Guam's existing NICE Word-Net 3 logging recorder.
11. NG911 solution should be integrated with a CAD system to replace the Government of Guam's existing Centracom Gold Elite Dispatch Console System.
12. NG911 solution should transfer emergency calls to the Joint Region Marianas (JRM) Guam Regional Dispatch Center (RDC) on Navy Base Guam and Andersen AFB primary and alternate consolidated dispatch centers. The transfer of emergency calls includes voice and appropriate ANI/ALI information to the Department of Defense team's respective Telephony systems.

O. MAINTENANCE AND SERVICES

1. The System should have the ability to independently use NTP protocol to maintain clock synchronization with a Master Clock. The Contractor should provide the Net Clock for the System.
2. The System should have sufficient capability and capacity to provide full system operation for current and future needs of the GG's access lines at all times, including stand-alone operation without delays in displaying, transferring or ringing. The System server should have sufficient memory and a processor to accomplish the needs of the System now and in the foreseeable future.
3. The Contractor must provide, at no cost to GFD, all software releases designed to enhance the System and to keep the System state-of-the-art for the duration of any awarded and funded contract (up to 5 years).

4. All software updates or enhancements must be accomplished without taking the System out of service.
5. The Contractor shall provide a detailed description and Engineering diagram of the solution, including a discussion of the System's architecture and its ability to provide the Services.
6. The Contractor shall provide training for the System to all Call Takers, Supervisors, Officers-in-Charge, and any pertinent Administrative Staff approved by the Fire Chief.
7. The Contractor shall provide a methodology concerning the procedures for reporting trouble.
8. During the contracted term (up to 5 years), the Contractor shall provide on-site maintenance technicians whenever required, 24-hours per day, seven days per week, including holidays. Response time shall not exceed 1 hour after notification of a critical nature, and 4 hours for all others. Any on-site troubleshooting and replacement of defective components will be performed by the Contractor's manufactured certified technicians. Twenty-four (24) hour system monitoring and remote diagnostics shall also be provided for the duration of the contract. Additionally, the Contractor will be responsible for the cost for connectivity for the remote monitoring of the NG911 System.

COMPUTER AIDED DISPATCH SYSTEM (CAD)

CAD SYSTEM FEATURES

Users should be able to operate CAD system with or without a mouse. Only minimal functions should be mouse controlled.

The work monitor should display, at a minimum, the following:

1. Menu bar containing commands and actions that the user may perform
2. Command line that may be used to type commands into the System
3. Status message area which shows the results of the user actions
4. Info Panel which shows the current System status and the number of messages that exist for user

During the implementation phase of the CAD installation, the Contractor shall work with GFD to provide screen tailoring. This includes the capability to move and delete fields within some forms.

INTERFACE

The Contractor shall ensure that the CAD system is able to interface with NG911 system (hardware and software).

The Contractor may provide the following modules:

1. Data Management Module (Statistics gathered via alarm types, date, times, etc.)
2. Personnel Management Module
3. EMS Module (NEMSIS Compliant)
4. Fire/Incident Management Module (NFIRS Compliant)
5. Law Enforcement Module
6. Ambulance Billing Module

If the Contractor does not provide the above-listed modules, the NG911 System should allow for the expansion of same through future purchase of other software modules or the update/upgrade of the modules listed.

SECURITY

CAD should allow the application to recognize authorized users and provide access to individually authorized functions during sign in. To facilitate these responsibilities, access rights and permissions should be associated with the various functions available within the System.

1. EMD Access to be determined by EMD Supervisor and/or EMD Administrator/Officer-in-Charge
2. EMD Supervisor Access to be determined by EMD Administrator and/or Officer-in-Charge
3. EMD Administrator and/or Officer-in-Charge shall have total access
4. Temporary User Access to be determined on a case-by-case basis

SECURITY ADMINISTRATION

To maintain ease of management of these rights and permissions, the application is partitioned into various management units for administration. The System should allow users to be assigned to one or more roles within the Communication Bureau of GFD and/or the GPD; and should be associated with at least one agency.

1. The sign on and sign off process should consist of the user's credentials to include a user's ID and a password
2. Access privileges shall be set by agency-defined roles. Each user is then assigned to one or more roles.
3. Temporary users should be allowed or created, and become disabled after a determined time period to allow for emergency situations or temporary access to the System.
4. During the sign on, the user should specify a combination of role, geographic responsibility, unit ID, and assigned agency. CAD should then run an agency specific security checks to authenticate the accuracy of user's information, access, and restrictions
5. Users should be allowed a certain number of failed sign-in attempts before locking the user out, once a lock-out has occurred, the System should notify authorized personnel up the user's chain-of-command

6. Device lock-out should occur when there are a certain number of failed log-in attempts due to authentication failure from several users. System should notify authorized personnel
7. System should allow only authorized personnel to clear any type of lock-outs
8. System should cache all successful and unsuccessful sign on/off's for a configurable period of time
9. System should log user credentials, device ID, the date and time of sign on, and all administrative actions, such as password changes.
10. System shall provide any of various effective means for user security (example: unplugging headsets, prompt to act, etc.) should the user need to temporarily vacate the workstation in order to prevent tampering.

COMPUTER AIDED DISPATCH & REMOTE DATA SYSTEM

The CAD, Record Management System (RMS), and Remote Data System that the GFD seeks will be integrated into the NG911 System so that the systems work seamlessly together and demonstrate Next Generation features that include or are upgradable to the following objectives:

1. CAD should allow tasks to be entered by keystroke and/or mouse action. However, the system should allow all dispatch commands to be initiated by keystroke only if desired. All commands should be entered in a user defined order without the need for special command identifiers. For instance, a command to en-route a unit might be entered in as "1A11 EN" where "1A11" is the unit ID and "EN" is the user defined status for en-route.
2. Commands should be entered in any order. For instance, the above unit status command could be entered in as "1A11 EN" or "EN 1A11."
3. Data parameters should be entered in any order on the command line. The user should be able to enter a command on the command line without disturbing operations in the work areas.
4. The System should utilize an "intelligent command line" such that it will prompt the user for valid formatting of the command.
5. CAD should provide standard GUI items like drop down menus to make selection easier for frequently used fields such as incident types, disposition codes, agency IDs.
6. CAD should support pre-fill fields in appropriate pre-formatted screens, eliminating redundant data entry. For instance, a specific agency might want the city/village field to be always filled in.
7. Quick entry methods should minimize the keystrokes required to perform incident initiation, incident dispatch, and unit status changes.
8. CAD should provide the user with standard editing capabilities.
9. Users should have the ability to move forward and backward to complete data fields.
10. Users should be able to correct command line errors using edit keys and resubmit the command without having to put the cursor at the end of the command.
11. CAD should provide the user with standard form navigation.
12. The cursor should return to the first position of the first field following

- completion of a command line function.
13. The CAD user interface should provide the ability to handle the variety of transactions that a dispatcher must handle almost simultaneously.
 14. The CAD work areas should operate independently--a command or function in one area should not disturb the command or function in the other area.
 15. The CAD system should support multiple command lines.
 16. The CAD system should support multiple work areas. For instance, the call taker should be able to have two or more incident initiation forms displayed at the same time.
 17. CAD should support a split screen capability that provides the display and use of multiple separate work areas and command lines on a single monitor or multiple monitors. These work areas should operate independently and allow the user to perform the same or separate functions from each area.
 18. The user should be able to move easily from one work area to the other via the mouse or keyboard.
 19. CAD should allow multiple CAD functions to be in progress at the same time.
 20. CAD should allow the user to enter a command, then move to another work area or command line and submit another transaction, then return to the previous function and resume where they left off
 21. CAD should have available formatted screens for initiating database inquiries.

CAPACITY AND PERFORMANCE

1. The CAD system shall be functioning and operational 99.999% of the time.
2. CAD response time should be under the GUI standard of 2 seconds unless the operation is external to CAD and, therefore, uncontrollable by CAD.
3. CAD should provide the ability for supervisors to monitor and control other positions without degradation of system performance.
4. CAD should support cross-node synchronization for disaster recovery.

ERROR HANDLING

1. CAD should handle errors in a consistent manner with the display of a message that indicates the problem.
2. CAD should provide editing capabilities for correction of errors.
3. When errors are encountered within a data entry form, CAD should automatically place the cursor on the field in error and display a descriptive error message.

GEO-FILE AND ADDRESS VERIFICATION

1. Ability to update the "live" CAD system with the new geographic file without system downtime or degradation.
2. Ability to maintain a geographic database which includes the following:
 - a. Street records (high, low, cross-streets)
 - b. Common place names
 - c. Aliases

- d. Intersections
 - e. Latitude/longitude or state plane coordinates
 - f. Map references (zone, grid)
 - g. Jurisdiction
 - h. Geographic service area boundaries (e.g., patrol beat, sub beat)
 - i. Freeways
 - j. Zip code
 - k. Sub-division names
 - l. Park names
 - m. School names
3. Ability to validate all location entries against a master geo-file
 4. Ability to support the following location entries:
 - a. Exact address (including ½ addresses)
 - b. Apartment number (e.g., ½, #5, 2D, D2)
 - c. Apartment building name or number
 - d. Block range
 - e. Street name
 - f. Common place name
 - g. City
 - h. Intersections
 - i. Partially spelled or misspelled street names
 - j. Street alias
 - k. Street abbreviation
 - l. Limited access roadways and highways
 - m. Mile marker locations
 5. Contractor's Proposal should describe in detail the location validation process.
 6. Ability to enter a valid street name and be presented with a list of cross streets and associated address ranges.
 7. Ability to enter a partial street name and be presented with a list of possible matches.
 8. Ability to enter a misspelled street name and be presented with a list of possible matches.
 9. Ability to enter a unique building and unit number to clearly identify the location (e.g., 100 Marshal ST, Bldg. 5, Unit 13).
 10. Ability to enter common street alias and abbreviations instead of the actual street name (i.e., MLK for Martin Luther King Blvd.).
 11. Ability to override geo-file by entering valid response area data.
 12. Ability to override geo-file for addresses outside the City limits.
 13. Ability to generate a report of geo-file overrides including all data, operator ID, date, time, operator position.
 14. Ability to display geo-file data when location is validated, including:
 - a. High and low cross streets
 - b. City
 - c. Neighborhood
 - d. Common place or business name
 - e. Response area
 - f. Map page
 - g. Premise warnings or hazards by exact address

- h. Premise warnings or hazards within a configurable radius
 - i. Prior incidents at exact address within a configurable period of time
15. Intersections maybe entered in any order (i.e. Main/1st or 1st/Main). The order of the entry should not be altered. For example, if the user entered Main/1st, the CAD should not convert the entry to 1st/main.
 16. The CAD system should be able to verify an address by a street address (e.g., entering "100 S" would display all streets that have a 100 block and that start with "S").
 17. The CAD system should be configurable to allow entry of an address by a common place (e.g., entering "L" would display all common places that start with "L").
 18. The CAD system should be able to verify an address by an intersection (e.g., entering "L/S" would display all streets that start with "L" that intersect with a street that starts with "S").
 19. The CAD system should allow the user to choose to bypass an unverifiable location to a valid location for purposes of jurisdictional assignment.
 20. If the location is bypassed to another valid location, the system should keep the unverified location as the Incident Location and note the location used for verification as a note in the Incident History.
 21. The system should allow the agency to be able to configure whether non-verified locations should be flagged.
 22. Ability to display the incident location in relation to other active incidents on the map during the incident entry process.

INCIDENT CREATION

1. The CAD system should record the information about an emergency call as an incident that can be initiated, dispatched, displayed, updated, and closed.
2. The CAD system should support the following:
 - a. Combined call taker/dispatcher functions at a single workstation.
 - b. Separate call taker/dispatcher functions at separate workstations.
3. The CAD system should have the ability to record information as an incident at the time of initiation.
4. The System should allow for entry of an Incident location, caller location and a location description, all in separate fields.
5. The System's location description field should be free-form.
6. The Incident Location and Caller Location should be validated against the geo-database
7. The CAD system should indicate, as part of the incident, whether the default priority was overridden by the operator at initiation.
8. The CAD system should support the ability to add unlimited dispositions per incident.
9. When closing an incident, the System should allow for the addition of narrative/comments and a closing disposition in the same string of information.
10. The System should support a field to indicate additional circumstances that effect the response recommendations for the incident.
11. This should be an optional field for the user to complete which allows additional information about the incident type, such as weapon involved,

- suspect being held, shot fired, that) further classify the response.
12. The CAD system should have the ability to allow a user to enter a date and time and schedule the incident for a future date/time.
 13. The System should support a quick checkbox to indicate whether the incident is on the roadway (with an assigned default) or in the dwelling and be able to determine the appropriate agency response based on this field.
 14. The System's complainant area of the incident entry form should provide a check box so call takers do not have to type "do not contact caller."
 15. The CAD system should assign a unique incident number to each incident.
 16. The System should allow each agency to define whether its incident numbers are automatically reset daily, monthly, or yearly.
 17. Each agency may define the fiscal reset date for the incident number.
 18. Incident numbering formats should be user-defined. For instance, one agency might want the incident number formatted as "year-month-day-sequence number" and another agency might want "day-sequence number".
 19. The incident number should have the ability to support the Julian Date in the format.
 20. The incident record should track the source of the call (e.g., public-initiated, seven-digit, field-initiated).
 21. The System should automatically detect and assign the appropriate source of the call for the following instances:
 - a. 911 call
 - b. Field initiated incident
 - c. MDT initiated incident
 - d. Alarm interface
 - e. Default value if none of the above is detected should be a non-emergency phone request
 22. The System should support the creation and assignment of user defined sources of the call.
 23. The CAD system should support field-initiated incidents from a user.
 24. The CAD system should have the ability to receive 911 call data and initiate incidents from NG911, Enhanced 9-1-1 (E911), Phase I/II or GIS compliant networks or Devices. The CAD system should auto-populate NG911, E911, or Phase I/II ANI/ALI information into specified fields on the incident initiation form.
 25. CAD should automatically transfer the ALI reporting party location field into the incident location field on the incident initiation form if the user does not enter an incident location.
 26. The CAD system should have the ability to receive calls and initiate incidents from regular 7- or 10-digit calls.
 27. The CAD system should have the ability to receive calls and initiate incidents from an investigations request, from the field, and from the TDD emulator.
 28. The call taker should have the option of automatically attaching the content of the TDD conversation to a CAD system incident.
 29. The CAD system should support the definition of an unlimited number of incident types in the incident type database.
 30. The incident type field should be a minimum of six characters in length.
 31. The CAD system should afford the user the ability to select an incident type

- from a drop-down menu available from the initiation form.
32. The CAD system should provide a pick list of incident type codes in the event that the system cannot locate the entered incident type in the incident type database.
 33. The operator may enter the incident priority; otherwise, the CAD system should automatically enter the user-defined priority for the incident type.
 34. The CAD system should allow the incident type configuration to specify that only certain dispositions are valid for a specific incident type.
 35. The System's ability to create an incident type should be based on administrative rights.
 36. If an address is validated, the CAD system should automate checks and flag for previous incidents that have occurred at the location. If present, previous incidents should display in a separate work area so as not interrupt the Incident workflow.
 37. If persons or vehicles are entered as part of an Incident, the System should do a Previous Person and Previous Vehicle search and present them to the operator in the same manner as previous incidents.
 38. Authorized users should have the ability to enter addresses into an address alert file. If a new incident is created and a match is found in the address alert file, the dispatcher should be notified and be able to view the alert information.
 39. CAD should support multiple user defined premise information databases that are automatically searched and flagged for the operator anytime the incident is displayed.
 40. The premise records should be user defined searches by distance in feet for each type or premise record. For instance, a 1000-foot search for police premise, a 500-foot search for inoperable hydrants, and a 1500-foot search for street closures.
 41. The flags that indicate the existence of premise information should differentiate between an exact or in-the-area hit at the incident location.
 42. The creation of Premise records should be supported from within the CAD client by authorized users.
 43. The System should support the ability to graphically display on the mapping application premise information and link to appropriate documents via a single map click.
 44. Premise records should support the assignment of attachments to each premise record (i.e. such as a .pdf, .jpeg, .xls).
 45. The System should support the ability to automatically record in the incident when a user views the premise warning or hazard information.
 46. The CAD system should maintain an Incident History (including user name and ID) on each incident to include subsequent updates, including changes made to primary fields such as address and telephone number.
 47. The CAD system should provide the ability to display the Incident History on open and closed incidents.
 48. The CAD system should be capable of printing any incident, whether the incident is open or closed.
 49. The CAD system should provide subcomponents of an address (suite, front/rear, etc.).
 50. Suite/apartment number should be contained in its own field.

51. Building ID should be contained in its own field.
52. Ability to record Floor Number.
53. Subdivision should be contained in its own field.
54. When a partial location is entered, the CAD system should allow the user to view information about a location in a separate work area, without interruption of data entry in the primary work area.
55. The CAD system should allow the user to select the correct match from the list of possible address matches without having to retype the address.
56. The CAD system should allow the user to page to subsequent screens to view all available information about a location.
57. After an address has been selected, if a common place record exists at the exact address, the CAD system should allow the user to optionally select a common place match.
58. The CAD system should have the ability to provide detailed information on any option returned on the verification form, including displaying cross streets, premise information and response information and zooming the map, to assist in verifying the location.
59. Once the location has been verified, the CAD system should perform a check for duplicate incidents.
60. The CAD system should check incidents for duplicate calls based on a true radius search in a user-definable distance from a coordinate in the geographic area of the incident being initiated. Using predefined grids or artificial boundaries associated with tabular geo-file databases is not acceptable.
61. The CAD system should have the option of searching closed as well as open calls for a duplicate check.
62. The CAD system should display potential duplicate incidents in a separate work area so as not to cover the Incident form or interrupt the Incident workflow.
63. Ability to immediately display potential duplicate incident information during the incident entry process.
64. Ability to prompt operator to verify creation of another incident or to add supplemental information to an existing incident.
65. The CAD system should automatically generate the following:
 - a. A unique incident number
 - b. Geographic location information (e.g., reporting area, zone, village)
 - c. Date and time the incident was initiated.
 - d. ID or Badge Number of the operator who initiated the incident
 - e. ID of the workstation on which the incident was initiated
 - f. Incident priority based on incident type and/or special circumstances
 - g. Queries against the incident address, persons, and vehicles per the agencies configuration
66. The CAD system should display user-defined response messages to the operator for certain incident types, locations, areas and beats. An example might be referring a caller to animal control at a specific telephone number or advising that there is flooding in an area.
67. Incident initiation form should include the following:
 - a. Caller's name
 - b. Caller's location

- c. Caller's telephone number
 - d. In front of or At Location Flag
 - e. Location description
 - f. Separate fields for Latitude and Longitude
 - g. Incident location
68. The incident initiation form should be customizable to order fields and present only those fields that are needed for the customer's business processes.
 69. The CAD system should support creating multiple copies of an incident for the same agency based on Incident Type for the purposes of routing the same incident to multiple users within agencies to allow each copy to be managed individually.
 70. Each copy of the incident should have the same incident number with a unique copy identifier.
 71. Different copies can be routed to different users based on what each user must do for the incident.
 72. Each copy of the incident may be dispatched, updated and closed, without impacting the other copies.
 73. The Incident should have a consolidated view of all copies from within any incident form.
 74. The CAD system should support an intelligent work assist area that displays information relating to what the operator is doing in the Incident form area of the application.
 75. It should be possible to navigate a work assist area with a keyboard, without interrupting the Incident information in the form.
 76. The CAD system should support incident creation from the command line, creation form, and from the mapping application via a point-and-click or drag-and-drop method.
 77. The CAD system should be able to support multi-jurisdictional incidents and assign a unique incident number sequence to each.
 78. The CAD system should support the generation of multiple agency incidents for a single incident initiation (e.g., law, fire, EMS). Each agency should have control of its own databases, resources, procedures, and case numbers.
 79. The CAD system should allow incidents to be associated automatically (if configured by call type) at initiation, or users can manually associate incidents by use of a command.
 80. Agencies shall define by incident type the incidents that shall require the response of more than one agency.
 81. Associated incidents should be clearly denoted to indicate that there are other agencies responding. For instance, when a Fire incident is displayed, if there is an associated Police or EMS incident, the corresponding incident number should be displayed.
 82. The CAD system should have the ability to notify associated incidents when updates are made to any other associated incident.
 83. The CAD system should have the ability to clone incidents. Incident cloning allows for the creation of cloned (or linked) incidents after a parent incident has been created.
 84. Cloning should take place from the command line or from a new form.

85. The System should allow the user to clone incidents that have a pending, new, active, or closed status.
86. Cloned incidents should maintain the current date and time as well as the date and time of the original incident, for the purposes of reporting incident response time data.
87. The System should allow the dispatcher to designate the agency and the geographic area that will receive the incident during the cloning process.
88. Each cloned incident should have its own incident number.
89. The initiation process should not allow a user to clear an initiation screen in progress without a user warning.
90. Once a location has been verified and checked for duplicates, the CAD system should automatically route the incident to the proper user position(s).
91. Incident routing should be based on the incident location (i.e., zone, village, User ID).
92. The System should not limit the number of users that can review and update a single incident at the same time
93. CAD should allow the transfer of pending incidents from one dispatcher to another.
94. The CAD system should be able to retrieve pending incidents or closed incidents if new information has been discovered for dispatch.
95. By incident type, CAD should be able to override the standard routing, and route based upon a user defined alternative routing. For instance, all police incidents are normally zoned to a dispatcher based upon a coverage area. However, in the instance of a low priority incident that might require a telephone only response, these are routed to an alternate position. This is commonly referred to as a "Teleserve" function.
96. The call taker should have the ability to override the automatic system routing.
97. The System should have the ability for the call taker to handle the initial dispatch of high priority incidents with notification to the responsible dispatcher if the call taker has dispatching capabilities and can act as either a call taker or dispatcher.
98. The CAD system should provide for a minimum of five priority levels (numbered 1 through 5) for the purpose of assigning priority levels to incident types. Priority levels should be system-assigned based on incident type but may be overridden by a personnel incident creation.
99. CAD should provide the means to track race/ethnicity; sex; age; probable cause; arrests; citations; whether or not searches were conducted on the vehicle, driver, and/or passenger(s); and if contraband was discovered.
100. This data can be entered by any authorized user from the Vehicle or Person's screens on the CAD client.
101. The CAD system should support an expandable comments field that dynamically grows if more text is entered than can be displayed on the screen.
102. CAD should provide the call taker an interface with Priority Dispatch's EMD, EFD, and EPD products that allows call-takers to move within the protocol "cards" and provide the most appropriate instruction over the phone based on answers provided by the caller.

103. Responses to the Priority Dispatch program should be captured in the comments or audit trail of the event.

INCIDENT DISPATCH

1. CAD should route an incident based on the agency, type of incident, and its location. From this information, CAD determines the proper jurisdiction and agency. The incident is then routed to the appropriate position(s) covering the area that the incident resides in.
2. CAD should be able to route to all positions signed on to cover the area of response, or positions covering the override area. More than one dispatcher, as well as supervisors, should be able to monitor the various activity or calls at any time.
3. A function key should be used to dispatch a unit or units to an incident when the specified incident number and unit or unit ID's are typed on the command line.
4. A function key should be used to retrieve the oldest, highest-priority incident in the user's pending queue and display the dispatch recommendation form.
5. An Incident Dispatch form should provide the means to display and dispatch recommended units.
6. The CAD system should support the ability to dispatch additional units to an incident from the command line, and incident dispatch form, or using drag and drop functionality.
7. The dispatch recommendation should be configurable to display both available and unavailable units in the response area of the incident. Unavailable units should be highlighted with an identifier or by color-coding to indicate that they are busy but recommendable. The CAD system should allow the dispatch recommendation feature to be disabled system-wide, if an agency chooses not to use it.
8. If the dispatch recommendation is acceptable, the units should be able to be dispatched with a single keystroke.
9. The dispatcher should be able to override the System's unit recommendation.
10. Only units on duty should be recommended for dispatch.
11. The CAD system should support alternate dispatch recommendations for different types of crisis modes (severe weather, special events, etc.).
12. The CAD system should log the recommendation displayed for the user in the incident's history.
13. Units recommended for an incident should be based on the geographic area of the incident, the incident type, and the units' capabilities.
14. If AVL is available, the dispatcher should have the option of using an AVL (closest unit) recommendation or a geographic area recommendation.
15. Units recommended for fire and EMS incidents should be based on the location of the incident, the incident type, the fire zone, any known premise information, and the capabilities of both the apparatus and the staff.
16. There should be no limit to the number of units that may be dispatched to an incident. The CAD system should track all the units individually.
17. It should be possible to dispatch a responding unit to another incident of

higher priority. The CAD system should have the option of either allowing the original incident to drop into a configurable call "stack" or have the original incident return to a pending status. If sent to a pending status, the incident should be flagged, indicating that it was previously dispatched.

18. The CAD system should be able to return the freed incident to the pending queue with minimal user intervention.
19. Users should have the ability to dispatch multiple units to a single incident simultaneously from the command line.
20. If more than one unit is assigned to an incident at one time, the first unit should be designated as the primary unit and any additional units as backups.
21. Optionally, the System should allow the user to assign a specific unit as the primary unit.
22. Units may be "pre-assigned" to incidents. When a unit clears its assignment, it may automatically dispatch to the next "pre-assigned" incident.
23. The CAD system should record intermediate stops made by a unit en-route to another call for service.
24. The CAD system should allow off-duty units to be placed on duty and their status tracked for off duty employment.
25. The CAD system should have the ability to display and update incident information. There should be no limit to the number of authorized users that may review or update the same incident.
26. The CAD system should allow an unlimited number of updates and comments to each incident.
27. The CAD system should support a feature to alert the user when supplemental information is added to an incident, without requiring user action. The alert can then be cleared by the user after reviewing the update.
28. Users and other authorized staff should be able to add comments to any incident record, including closed incidents.
29. The CAD system should maintain timers for each incident and alert the user if the incident has "timed out." Timers are based on the priority of the incident. Pending incidents are timed by the priority of the incident. Timers should be configurable by the System Administrator.
30. The CAD system should support a function to reset timers for incidents that have timed out.
31. The CAD system should record in Incident History time-out and the time-out reset.
32. The CAD system users should be able to recall incidents for review, enter update information, or dispatch additional units.
33. The System should allow an incident to be displayed or updated by entering either the fewest number of significant digits or the unit ID of any unit assigned to the incident.
34. The CAD system should support incident recall using either the command line or preformatted screen.
35. All incident search results should be able to be sent to the printer.
36. The CAD system should be able to clear all units from an incident at closure and assign a final disposition code.
37. The CAD system should respond to the initial dispatch by:
 - a. Automatically assigning the dispatched units to the incident

b. Automatically removing the incident from the pending queue

- c. Automatically updating the incident in the incident status display
 - d. Automatically starting the status timers for the dispatched units
 - e. Automatically logging the dispatches in the incident history
 - f. Automatically stamping time, operator, and position for all actions
38. Incident searches should be performed interactively using the following:
- a. Incident number
 - b. Range of dates
 - c. Range of times
 - d. Geographical area or radius from a specific location
 - e. Incident type
 - f. Assigned unit
 - g. Assigned trooper
 - h. Disposition
 - i. Call taker ID
 - j. User ID
39. The CAD system should allow the call taker to dispatch the call based on the CAD system/AVL unit recommendation.
40. The System should be highly configurable and should support the following:
- a. Agency-defined response zones/beats/boxes
 - b. Agency-defined station order responses
 - c. Agency-defined responses
 - d. Agency-defined location or premise classifications
 - e. Agency-defined equipment or apparatus types
41. The System should provide the means to identify a "Split Crew" or "Cross Staffing" which is a single crew assigned to operate two pieces of equipment. For example, if the hazardous materials van leaves the station, the System should put the corresponding engine out of service. This should be done automatically without dispatcher intervention.
42. First responder recommendations should be configurable within the CAD system.
43. The System should include the ability to configure and designate mutual aid responses.
44. Special equipment requests should be configurable based on response and incident type.
45. Special equipment requests should be designated with the Incident Dispatch function to support on-the-fly requests from the field.
46. CAD should support a feature to handle a temporary change of quarters for Fire/EMS units to cover for a station that is low on resources.
47. Fire units put into a covering status should be recommended from the station for which they are covering.
48. The CAD system should allow supervisors to view all pending incidents system-wide
49. For traffic stops, entering the Unit ID should auto-populate other relevant data (officer badge number, etc.).
50. With a license plate and/or name entered into the proper fields of an incident, or from the command line, the CAD system should have the ability to perform automatic RMS/NCIC queries on the information.

51. The propose System should be able to scan returned queries, highlighting certain key words for the dispatcher (e.g., "wanted person," "stolen vehicle") capable of being modified by authorized personnel.
52. The results of any query made through The CAD system should be attachable to the CAD system incident.
53. Personnel should have the ability to transfer a created incident from one area to another.
54. The user should have the option of assigning a different disposition to each unit clearing an incident.
55. The CAD system should allow "incident closed" and "unit clear" commands. For example, the incident close command would close out the incident with a single disposition, regardless of how many units were on the assignment. The unit clear command would only clear the unit specified in the command from the incident. Once the last unit has been cleared from the incident, the incident would close. This would allow dispatchers to clear individual units from the incident yet keep the incident open should other units still be working on it.
56. Incidents should automatically route to the proper area based on a verified address.
57. Queries should have short cut codes, such as P for person, in which only the specific fields are used. Example, the code VIN should only use the VIN, vehicle year, vehicle make and state fields, where a V (vehicle) should have license, license year, etc. plus the VIN fields.
58. The CAD system should have the ability to assign stacked or pending calls to a unit or officer.
59. All attachments should be viewable from within the Incident record.
60. The CAD Command Line should support prompting the user for the next parameter required for each command. Users should be able to turn this feature on and off.
61. If more information is entered on the Command Line than can be displayed on a single line, the command line should wrap to display the entire string while typing.

UNIT

1. The CAD system should have the ability to track units through status changes.
2. The CAD system should support a central unit table for the creation of Unit IDs.
3. The CAD system should have the ability to assign capabilities to units for dispatch recommendation purposes.
4. Users should have the ability to update a unit's functionality in real time by either adding or removing capabilities.
5. The System should allow units assigned to an incident to be updated with a location other than the location of the incident without affecting the original incident location. An audit record (including time of change) should be written to the incident.
6. The CAD system should allow comment information to be entered during unit status updates. This comment information should be logged in the unit

- history and in the incident record if the unit is assigned to an incident.
7. Unit status should be capable of being updated using a command, form, mobile, mouse action, or function key.
 8. The user should have the ability to transfer units from one geographic area to another.
 9. The CAD system should allow dispatching and tracking of multiple units or changing multiple unit statuses at the same time.
 10. The CAD system should allow the user agency to define the following types of unit status parameters:
 - a. Special status colors
 - b. Allowing a unit to be available for dispatch while in a status
 - c. Allowing a unit to be available for recommendation while in a status
 - d. Time allowed in a status
 - e. Status code
 11. The CAD system should track time in status for each unit separately and should allow each unit to be dynamically assigned different time-out values. The CAD system should alert the user when each unit has timed out.
 12. When a unit is put into a status, the CAD system should assign a default timer defined for each status.
 13. The CAD system should support a function to reset timers for units that have timed out.
 14. The CAD system should support a function that allows unit timers to be reset to a default value for a given status.
 15. The CAD system should support a function that allows unit timers to be set automatically based upon not only the status but also the priority of the incident to which units are responding. For example, an en-route time to a low-priority incident has more allowable time than en-route time to a high-priority incident.
 16. The CAD system should allow an assigned unit to be exchanged for another unit.
 17. CAD should provide the ability to include odometer reading when a unit goes on duty, goes off duty, and at unit status changes.
 18. The CAD system should allow units to be placed on duty from a preformatted screen or command line.
 19. The on-duty entry should include assignment.
 20. Users should have the ability to make changes in the on-duty unit status.
 21. The name of a ride-along should be capable of being entered at unit sign-on. Multiple rider names can be added to a unit.
 22. The CAD system should have the ability to assign vehicles to individual officers and maintain that vehicle assignment through shift changes.
 23. If an ID number being assigned to a unit already has an assignment, then the CAD system should prompt the user to either change the badge number to the new assignment or maintain the old assignment.
 24. When an assignment is closed, the CAD system should maintain the officer ID number(s) associated with the assignment for audit purposes.
 25. The CAD system should provide a means to schedule groups of units to bring on duty at the same time.
 26. Ability to create shift schedules including the following data:
 - a. Unit ID (alphanumeric)

- b. Officer ID (one or more officers per unit)
 - c. Response area
 - d. Vehicle ID
 - e. Radio ID
 - f. Date and time scheduled for on-duty
 - g. Date and time scheduled for off-duty
 - h. Shift designator
 - i. Special equipment or response capabilities (including but not limited to shotgun, pro2, MAV, sponge gun, bean bag, etc.)
27. Ability to schedule shift/roster information up to 12 months in advance.
 28. Ability to upload shift/roster information to CAD based on scheduled shift start time
 29. Ability to modify shift/roster information up to scheduled shift start time.
 30. Ability to automatically (without user intervention) log on-coming shift into the System.
 31. Ability to pre-program and override shift change information (e.g., hours of shift).
 32. The CAD system should support the creation of Unit Groups for messaging and status changes.
 33. The CAD system should support a temporary unit feature (with a minimum six-character unit number), allowing units that are not predefined in the system or not on duty to be placed on duty and dispatched via a single function by the system administrator.
 34. Once the units complete the activity, they should be automatically taken out of service and removed from the system.
 35. The System should display area-specific units separately from roaming units.
 36. Authorized users should have the ability to add units to the master units table. At minimum, a master unit record should support the following fields: eight-character unit number, area designation, zone designation, and unit type (one-officer, two-officer, two-investigator, etc.).

MESSAGING

1. The CAD System should have the ability to send and receive messages to the following:
 - a. Personnel
 - b. Workstations
 - c. Predefined groups (all users, all personnel in zone, etc.)
 - d. Any combination of user-defined groups, such as personnel, workstations, and MDCs
2. The CAD System should have the ability to send messages to either individuals or specific devices.
3. The messaging system should be an internal part of the CAD system.
4. The CAD system should support the creation of dynamic messaging groups (i.e., when users sign on, the system should determine what groups they are members of, based on rules that are managed by the system administrator).
5. The CAD system should have the ability to send notification and

- recurring messages. Messages should be able to be defined for sending a prescribed number of times per hour, day, week, or month.
6. The CAD system should support unlimited logging of messages.
 7. The CAD system messaging should support the ability for users to:
 - a. Create free-form messages
 - b. Display messages via a single command
 - c. Have audible and visual signaling of received message.
 - d. Forward, reply to, and delete messages.
 - e. Send certified mail (i.e., sends an automatic message back to the sender when the mail is opened)
 - f. Send priority messages
 8. CAD messaging should allow messages to be routed to any system printer.
 9. CAD messaging should differentiate between CAD messages and messages returning from the message switch/NCIC.
 10. CAD messages should be able to be added to an incident history.
 11. CAD messages should be able to be sent from the command line.
 12. CAD messages should accept attachments.

ADDRESS BOOK

1. CAD should support a central Address Book for storing contacts, businesses and numbers to be used to address messages and look up information.
2. Personnel should be automatically added to the address book for access to emergency contacts and numbers.
3. CAD should support the creation of multiple address books.
4. CAD should support assigning security to address books.
5. CAD should support the creation of custom fields for address book entries.
6. CAD should support searching address books from a form and command line.
7. CAD should support key word searching for address book entries.
8. CAD should support attaching documents and hyperlinks to address book entries.

BOLO DATABASE

1. CAD should support a BOLO or Alert database to capture information about people and vehicles.
2. CAD should support the automatic query of the BOLO database whenever a person or vehicle is entered into the system.
3. CAD should support expiring BOLOs automatically after an elapsed time.
4. CAD should support manually expiring BOLOs.
5. CAD should support cancelling BOLOs.

CONTRACTOR ROTATION

1. CAD should support a support module for rotating Contractor or support personnel.
2. CAD should support the temporary removal of a Contractor from a rotation.
3. CAD should support the request for a Contractor from a person or vehicle record.
4. CAD should support the ability to cancel a Contractor request.
5. CAD should store all information about a Contractor request within the incident record

STATUS MONITORS

1. CAD should support user-defined windows or monitor sets for dynamically updated views of ongoing incident, unit, and interface activities.
2. The status monitor should allow the user to page via keystrokes or utilize the mouse to scroll to subsequent screens to view more incidents or vehicles than will fit on a single window.
3. Incident monitors should be able to display active/pending incidents by area and incident status.
4. The status monitor should support the ability for system administrators, groups, or each individual to configure the layout of the workstation screen(s), depending on the number of monitors at the workstations, so workstation windows for pending queues, active units display, active incidents, etc., are not "hard-coded".
5. The status monitor should make use of color, sound (.wav files), and flashing in addition to textual information to enhance status recognition. These assignments should be user-definable.
6. Filtering and sort order of data should be configurable per monitor set.
7. CAD commands and functions should be programmable as mouse functions uniquely for each individual status monitor.
8. The mouse functions should support setting default values (for example in building common status changes) or prompt the user to enter a value.
9. When using the mouse functions within the status monitor the functions should use the unit ID or incidents the user has selected, and not require them to re-enter this data.
10. When configuring a status monitor the user should be able to select the fields, the length of the fields, and the order of the fields to be displayed.

MAPPING

1. CAD should have a mapping display that utilizes and ESRI based map (or its equivalent).
2. The System should have ability to have user defined map layers for information such as: lakes, water ways, railroad, parcels, parks, building footprints.
3. The System should have ability to create links from the geo- file to specific documents for locations or map points. This may include Excel (or equivalent), Word, (or equivalent) or photos.

4. The System should have the ability to create links to the Web via points on the map.
5. The updates to the map should not affect CAD operations.
6. The CAD system should provide a tightly integrated mapping application that shows incident and unit location.
7. Mapping should run on the same workstation as the CAD application client software.
8. The maps should be resident on the CAD workstation for optimal local, wireless, and remote performance.
9. Mapping may be utilized in a wireless mode to support in-car mapping.
10. Mapping should graphically depict all active incident and unit information for the position.
11. Mapping should utilize the same coloring and textual information as CAD. For example, if the CAD system displays "EN" and a green color for en-route, the mapping application will do the same.
12. The CAD system and the map display should utilize the same ESRI geo-files.
13. The map zoom levels should be user defined by agency. For instance, Agency A wants the map zoomed to 1000 feet when recalling a dispatch, while Agency B wants the map zoomed to 2000 feet for the same function.
14. Mapping should support CAD command and mouse operations of zoom and pan functions.
15. Mapping should support unattended operations that cause the map to perform a function when the CAD system performs a function requiring map operations. For instance, when a call is displayed, dispatched, updated; the map is automatically zoomed.
16. Mapping should display the best route to an incident, including road conditions (e.g., closures, hazard warnings).
17. Mapping should provide distance and direction of travel information from any point to any point in the Geofile.
18. Mapping should provide a method to track and report specific common place locations to be used in the incident create process that allows the operator to create an incident without searching for the physical address for the common place location.
19. The tactical map should interact with the CAD system in the following manner:
 - a. The map should zoom in to the incident location when an incident is initiated or updated
 - b. Each unit's status should display as users update units on the CAD system
 - c. User may initiate incidents utilizing a "point and click" on the map
 - d. Users may update a unit's status from the map
 - e. Users may update, recall, or dispatch an incident from the map
 - f. Users may select Icons on the map and link to Web pages. For instance, an Icon might display a weather map of an area by linking to the local new channels weather radar
 - g. User may select layers of the map to turn on and off. For

- instance, displaying parcels or hydrant locations when needed
- h. The ability to pan the map by grabbing a map point with the mouse and moving it.
 - i. The ability to select unit(s) and have the map automatically size to display the requested units within the ma
 - j. With AVL the map should automatically pan to follow the selected unit(s)
 - k. The ability to have the CAD system send recommendation requests for best path routing to the mapping applications including road conditions (e.g., closures, hazard warnings), then display the recommendations to the dispatcher
 - l. The ability to double click on incidents and units to display additional detail as appropriate
 - m. The ability to support both meters and feet distances
 - n. The ability to have maps at any appropriately configured workstation local and/or remote
20. CAD should have the ability to display location details, including premise and hazard information either requested from the CAD client or from the Map
 21. The System should support Phase II wireless location display from cellular callers.
 22. The System should support automatic updating of Phase II locations, upon receipt of re-bid information from the 911 system.
 23. CAD should support the ability to configure the polling frequency of AVL equipped vehicles either by Agency, Unit Status or Vehicle Type.
 24. The user should be able to initiate a "Poll" or refresh of the units AVL location from the map at any time.
 25. AVL playback should be available to the authorized user from their map.
 26. The map should accept the closing and opening of roads.
 27. During road closure the user should be able to designate if an intersection should be treated as "open" so support crossing by public safety personnel.

TONING/PAGING/MESSAGING

1. CAD should have the ability to send tones, pages, and/or messages to individual smart devices and groups of smart devices and/or Fire Station toning systems.
2. When CAD is interfaced with a toning/paging/messaging system, the following features should be available:
 - a. Automatic and manual dispatch notification (toning)
 - b. Visual indication of when Public Announcement (PA) systems are activated for broadcasts during toning sequences
 - c. Manual control of Fire station bay doors and other toning system devices
 - d. Automatic resetting of status lights on the control panels of the toning/paging/messaging systems
3. CAD should have the ability to interface with Fire Station printers

through applications that facilitate sending messages of incident alarm details.

RADIO CONSOLE AND SUBSCRIBER INTEGRATION

1. CAD should have the ability to interface with 10 or more channel trunked radio system, which group radios to provide an effective method for radio communications between dispatchers and officers
2. CAD should have the ability to group users into talk groups so the same communication can go to all at one time.
3. CAD should have the ability to send alerts and alarms over the existing radios.
4. CAD should have the ability to retrieve radio assignment information.
5. The System should display Push-to-Talk information from the radio system on the CAD status monitors.

OFFLINE MODULE

1. CAD should have the ability to allow users to create/modify incident data if the connection to the CAD server is lost (offline) for any reason and to upload the data into CAD after the connection is reestablished.

SYSTEM INTERFACES

1. The System should have the ability to transfer event (incident) and audit records from CAD through trigger configuration. These transfers should be completed in near real time.
2. The System should have the ability to query external databases to get access to information, i.e., warrants, people, articles, guns.
3. Contractor's Proposal shall describe the query structure that will be provided.
4. The System should be integrated with an *ad hoc* report writer that allows a trained user to create reports from incident data.
5. The System should have a report scheduler that can schedule reports to be automatically run at user defined times.
6. Reports should be publishable to an intranet or internet.
7. CAD should have to ability to interface to TDD systems in order to accept emergency calls from hearing- or speech-impaired individuals.
8. CAD should have the ability to interface to an external master clock for time synchronization.
9. CAD should have the ability to interface with other 9-1-1 systems, and must be integrated with the NG911 system.
10. Anytime an incident is displayed, the caller's address, name, and phone number should display. Additional NENA information should be easily accessed for the incident by using function key.

REPORTING

1. Ability to create reports based on any available CAD data

2. Ability to create a standard Incident Detail Report by a single command, that includes all data associated with a specific incident formatted in an easy-to-read, professional style.
3. Ability to view, query and archive CAD logging data from a PC.
4. Ability to generate the following standard reports:
 - a. Activity analysis by day of week
 - b. Activity analysis by geographic area or any agency-defined layer
 - c. Activity analysis by hour of day
 - d. Activity analysis by shift
 - e. Incidents – by geographic area by hour of day
 - f. Response time by method of receipt
 - g. Response times by geographic area
 - h. Response times by type of call/priority
 - i. Total and average time on call – by day of week
 - j. Total and average time on call - by geographic area
 - k. Total and average time on call - by hour of day
 - l. Total calls for service by date by nature or disposition
 - m. Total incidents by date by nature or disposition
 - n. Total reports by date by disposition
 - o. Agency-defined query
5. Ability to record and create reports using the following information:
 - a. Alarm type and alarm company code
 - b. All associated geo-file information
 - c. ANI/ALI data including address and phone number
 - d. Available mobile to available at station
 - e. Available mobile to unavailable
 - f. Business or premise name
 - g. Call-Taker/Dispatcher ID
 - h. Comments/narrative (unlimited)
 - i. Commonplace name (e.g., parks, streets, schools)
 - j. Date and time call received by 911
 - k. Date and time incident entered
 - l. Date and time of held incidents
 - m. Date range
 - n. Disposition
 - o. Geographical areas defined by the user
 - p. Incident number
 - q. Incident type
 - r. Incident type/priority
 - s. Location address, description, supplemental location
 - t. On-scene to close of call by officer who arrive at scene
 - u. On-scene to transporting
 - v. Premise and prior information flag
 - w. Premise type (e.g., building, location, and person)
 - x. Priority
 - y. Reporting areas
 - z. Reporting party information, including name, address and phone
 - aa. Reporting zone

- bb. Responding to on-scene
 - cc. Source (e.g., 911 or 10-digit, radio, other codes as defined by PPD)
 - dd. Time range (any time-stamped event to any other time-stamped event)
 - ee. Unit/officer ID
 - ff. User name and ID of all users associated with the incident
 - gg. Workstation ID associated with all CAD functions performed on incident
6. Ability to print chronological incident and/or incident report listing
 7. Ability to query and print incident details, including:
 - a. Incident entry or incident number
 - b. Date/time received
 - c. Reporting zone
 - d. Activity code/incident type
 - e. Location or partial location
 - f. All incidents in a geographical region defined by the user
 - g. Priority
 - h. Reporting party/complainant/caller name
 - i. Phone number
 - j. Narrative
 - k. Vehicle description
 - l. License plate
 - m. Cancelled call
 - n. Disposition
 - o. Officers/units assigned
 - p. Time dispatched
 - q. En-route time
 - r. On-scene time
 - s. Available time
 - t. Officer reporting
 - u. All Call-Taker/Dispatchers handling incident
 - v. Any time-stamped event
 8. Ability to query using partial names and wild cards in any field within the incident.
 9. Ability to generate daily listing of incidents and officers assigned:
 - a. Incident number
 - b. Unit ID
 - c. Officer name (if available)
 - d. Officer ID (P number)
 - e. Disposition
 - f. Location
 - g. Date/time received
 - h. Ability to print audit report of changes to incident records:
 - i. Date/time of change
 - j. Workstation/terminal ID
 - k. Call-Taker/Dispatcher ID
 - l. Transaction type (deletion, edit, etc.)
 - m. Field modified (saving previous information)

- n. Incident location
- o. Actual dispatch location
- 10. Ability to direct inquiry results to any CAD printer.
- 11. Ability to view requested reports prior to printing.
- 12. Ability to restrict user actions by:
 - a. Warning of the number of records found
 - b. Using prompts to continue/refine/alter the query

SYSTEM ADMINISTRATION

1. Ability to create and maintain support data files used in dispatch center operations, including:
 - a. Street closures
 - b. Special equipment file
 - c. Telephone number lists
 - d. Notification lists
 - e. Personnel file
 - f. Special skills (e.g., foreign language, K-9)
 - g. Public agency referral lists (e.g., Board of Water Supply)
 - h. Special resource files
 - i. Files necessary for unit recommendation
2. Ability to create and maintain premise information
3. Ability to capture and maintain premise information in user defined categories or types.
4. Ability to define valid date ranges for time limited premise information at a given location (e.g., information valid between <start date> and <end date>) and notify supervisor of pending expiration dates.
5. Ability to define criteria for automatic premise information purges and activate or deactivate this feature.
6. Ability to create sign-on messages for subsequent shifts or individuals.
7. Ability to create and maintain automatic reminders of scheduled activities (radio tests, etc.):
 - a. Daily
 - b. Weekly
 - c. Monthly
 - d. Annually
 - e. Multiple activities or reminder per time slot

VIDEO (FIXED AND MOBILE)

1. The System should have the ability to display on the map the location of fixed security
2. Cameras.
3. The System should have the ability to allow the operator (call taker-dispatcher-supervisor) to view the camera video.
4. The System should have the ability to allow the operator (call taker-dispatcher-supervisor) to interface to PTZ camera control systems.
5. The System should present a single or common camera interface regardless of camera system type.

6. The System should have the ability to display video from in- car video systems.

NG911

1. The System should have the ability to accept and associate with the CAD incident any relevant electronic media received from the NG9- 1-1 network.
2. The Contractor commits to adhere to NENA i3 or the most current NENA standards in effect at the time of any upgrade, as new features are added to i3 or as new technologies become available.
3. The System should have a seamless workflow to accept multimedia electronic media from the NG911 network.
4. The System should have the ability to have the NG911 telephony user screens resident on the same workstation as the CAD.

TRAINING

1. Ability to simultaneously operate a "Training" system. The training system should have identical functionality as the live system but be available for training and scenarios.
2. Ability to simultaneously operate a "Test" system. The test system should be available to test system changes prior to their implementation to the training or live systems.
3. CAD should provide an on-line training database for testing that does not impact the live database. During sign-on the user should be able to select training or live mode.

SYSTEM HARDWARE AND SOFTWARE OBJECTIVES

1. The CAD, RMS and MDS system should be the manufacturer's most recent model available for installation that substantially meets the objectives of the GFD.
2. **Expandable:** The System should be directly expandable by adding, not replacing hardware.
3. **Fault Tolerance for CAD, RMS & MDS Servers:** The CAD, RMS and MDS computer system will be fully redundant and designed for high availability. In an environment in which any incident can potentially develop into a life or death situation, system reliability and availability are paramount. The extremely high reliability achieved by fault tolerance is therefore mandatory. A fault tolerant system is defined as a system that will continue operation despite any single hardware or software failure. This means that all critical system components must have a backup that takes over automatically in the event of failure.
4. **System Uptime:** Because of the critical nature of a CAD, RMS and MDS system, the solution must be operational and functional a minimum 99.999% uptime. Uptime is defined as the availability of the

application to the user. Downtime is defined as the unavailability of the application to the user. Extended downtime so that maintenance, upgrades, and application software enhancements can be performed is not acceptable for the new System.

5. **On-Line Maintenance and Repair:** The System should have established maintenance and repair schedules and procedures that can be performed while keeping the processes in operation. Providing cost effective maintenance alternatives will maximize availability of the application. The capability of the System should allow the user to maintain the System using commercially available management tools and without extensive training. The System must provide for the hot-swap replacement of components. The Contractor or any person servicing the System must be able to remove and replace servers, drives, and network components while the application and System remain operational.
6. **Data Communications/Networking:** Data communication is a fundamental component of a CAD, RMS and MDS system. The System should include a robust networking solution that isolates the CAD, RMS and MDS system from the remainder of the network and provides firewall and network intrusion detection and protection to the CAD, RMS and MDS system. The networking solution should be redundant and fault tolerant.
7. **Disaster Recovery:** The Contractor will provide the necessary hardware and software for an on-line (hot) disaster recovery system that will be located at a geographically separate site away from the dispatch center or production server location. Disaster recovery failover to a disaster recovery server should be configurable to be either automatic or initiated by manual operation.
8. **Information Technology (IT) Infrastructure:** A CAD, RMS and MDS system is expected to be maintained for an extended lifecycle spanning many years. The System should be based on standard IT components and managed using standard IT tools. The Contractor may utilize any the current versions of the following software components:
 - a. Microsoft Windows Server® operating system (or an equivalent)
 - b. Microsoft SQL Server® database software (or an equivalent)
 - c. Microsoft System Center Operations Manager® management software (or an equivalent)
 - d. ESRI ArcGIS® geographic information system software & tools (or an equivalent)

MAINTENANCE AND SERVICES

1. **Net clock for all system components:** The System should have the ability to independently use NTP protocol to maintain clock synchronization with a Master Clock. The Contractor shall provide the Net Clock for the System.
2. **System Processors:** The System should have sufficient capability and capacity to provide full system operation for current and future needs

of the GG's access lines at all times, including stand-alone operation without delays in displaying, transferring or ringing. The System server should have sufficient memory and a processor to accomplish the needs of the System now and in the foreseeable future.

3. **Software Updates:** The Contractor must provide – at no cost to the Government of Guam – all software releases designed to enhance the System and to keep the System state-of-the-art while the Base Contract or extensions are in force.
4. All software updates or enhancements must be accomplished without taking the System out of service.
5. **Training:** The Contractor shall provide training for the installed System to all Call Takers, Supervisors, Officers-in-Charge, and any pertinent Administrative Staff approved by the Fire Chief. Training should be detailed in the proposal.
6. **Trouble Reporting:** The Contractor shall maintain a 24/7/365 trouble ticketing system.
7. **Maintenance:** During the term of the awarded contract, the Contractor shall provide on-site maintenance technicians whenever requested by the Government of Guam, 24 hours per day, seven days per week, including holidays. Response time shall not exceed 1 hour after notification of a critical nature, and 4 hours for all others. Any on-site troubleshooting and replacement of defective components will be performed by the Contractor's manufactured certified technicians. Twenty-four-hour system monitoring, diagnostics and/or remote diagnostics shall be provided during the first year of the contract after the System is installed and is fully operational. The Contractor will be responsible for the cost for connectivity for the monitoring or remote monitoring of the CAD System.
8. **Future Expansion:** The System proposed should be capable of meeting the goals of GFD and the Government of Guam, as well as being capable future expansion in order to meet anticipated future growth. It should be capable of supplying the equipped wired and maximum quantities specified in this document without replacing any in-place common equipment. The System should be installed with adequate processor and hardware to meet this growth. Contractors shall describe the expansion capability of their System and equipment in their Proposals.
9. **System Testing Prior to Cutover and Turnover:** The Contractor must thoroughly test the entire System prior to conversion. The Contractor shall log all troubles found and make any necessary repairs or adjustments at their cost. These reports shall be submitted to the Government of Guam Project Manager showing all errors found and corrective action taken to resolve troubles. Should the same issues continue, the Contractor shall continue to make any necessary repairs or adjustments at no extra cost to GFD or the Government of Guam. The Contractor must provide an onsite engineer for at least fourteen (14) days after cutover.

DESIGN AND INSTALLATION SCHEDULE AND SUBMITTALS

For purposes of any awarded contract, the design of the NG911 and integrated CAD System will not be considered complete until all draft submittal comments have been addressed and the design is completed and submitted to GFD for final approval.

Guam Fire Dept 911 RMS
AT&T Pricing No. FY2019-0280 / ROME Num: 1-A4Y4SXP
Period of Performance: 01/01/2020 through 12/31/2022



USE AND DISCLOSURE OF DATA

The Offeror has carefully reviewed all data included in this proposal with regard to its potential release in response to the Freedom of Information Act requests. Those data which are believed to be exempt from mandatory disclosure under Exemption 4 of the Freedom of Information Act (5 U.S.C. 552(b)(4)) are contained on the pages enumerated in the NOTICE set forth below. Release of those data, which are considered trade secrets, would provide competitors with valuable insights into the Offeror's operations and as a result would cause the Offeror to suffer substantial competitive harm. Such data is also protected from disclosure under The Trade Secrets Act, 18 U.S.C. 1905.

NOTICE

Data included in this response shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this response. However, if a contract is awarded to AT&T as a result of, or in connection with the submission of these data, the Government shall have the right to duplicate, use or disclose the data to the extent provided in the contract. This restriction does not limit the Government's right to use information contained in the response if it is obtainable from another source without restriction. The data subject to this restriction are contained in all pages of AT&T's response bearing the "Use and disclosure" legend.

ITEM NO	SERVICES	QUANTITY	UNIT Lot	UNIT PRICE	AMOUNT
Subtask A	Guam Fire Department Deployment FFP Circuit Turn-up and Cutover to Emergency Dispatch Center, which shall include all Labor and Materials necessary to deploy 911-RMS infrastructure.	12	Mo	\$240,178.94	\$2,882,147.30
Subtask B	Guam Fire Department Sustainment Option Yr. 1 FFP Sustainment for the 911- RMS including all Labor and Materials	12	Mo	\$ 94,521.78	\$1,134,261.40
Subtask C	Guam Fire Department Sustainment Option Yr. 2 FFP Sustainment for the 911- RMS including all Labor and Materials	12	Mo	\$94,649.97	\$1,135,799.68
Subtask D	Travel FFP Annual Onsite Technical Support	12	Mo	\$7,554.49	\$ 100,000.00
Subtask E	Travel - Option Year 1 FFP Annual Onsite Technical Support	12	Mo	\$4,683.18	\$ 56,198.17
Subtask F	Travel - Option Year 2 FFP Annual Onsite Technical Support	12	Mo	\$4,682.78	\$ 56,193.30

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Company Name
Site

12/2/2019
Guam Fire Department
Guam Fire Department

Guam Fire Department - Deployment Costs - Base Year

Call Handling 911-RMS				
Item	Description - Deployment Services	QTY	Non-Recurring Cost	Extended Non-Recurring Costs
911ERS	Network Based NextGen Emergency Routing Service	64	\$ 100.00	\$ 6,400.00
911ERSN	Integrated Emergency Response Service, agent services	10	\$ 12,962.00	\$ 129,620.00
911MNG	Managed Net Gateway Service	27	\$ 126.75	\$ 3,422.25
911MRSIP	Managed NextGen 9-1-1 IP PSAP Network Termination	8	\$ 390.00	\$ 3,120.00
911CMR	Call Metrics Reporting, initial instance per agency.	1	\$ 195.00	\$ 195.00
911CMRA	Call Metrics Reporting, each additional instance.	2	\$ 97.50	\$ 195.00
911ERS10	Emergency Response Service, basic, up to 10 positions	1	\$ 5,655.00	\$ 5,655.00
911NCCNE	NCCNE	1	\$ 800,000.00	\$ -
SUBTOTAL				\$ 148,607.25

Vendors				
Caliber - CAD		1	\$ 1,163,576.00	\$ 1,163,576.00
RedSky - Network Call Routing		1	\$ -	\$ -
Solacom - Dispatch Workstations/Software/Call Handling		1	\$ 883,172.31	\$ 883,172.31
M80- Furniture / Space Refurbishment		1	\$ 84,945.34	\$ 84,945.34
SUBTOTAL				\$ 2,131,693.65

AT&T GSI	AT&T GSI	Hours	Rate	Extended	NRC
AT&T GSI Labor	Program Manager	416	\$ 232.83	N/A	\$ 96,857.28
AT&T GSI Labor	Project Manager	1040	\$ 156.41	N/A	\$ 162,666.40
AT&T GSI Labor	IA Manager	40	\$ 143.02	N/A	\$ 5,720.80
AT&T GSI Labor	Service Executive	96	\$ 239.17	N/A	\$ 22,960.32
AT&T GSI Labor	Telephony Expert	1040	\$ 91.72	N/A	\$ 95,388.80
AT&T GSI Labor	Telephony Expert I	1040	\$ 145.44	N/A	\$ 151,257.60
AT&T GSI Labor	Project Control	416	\$ 100.95	N/A	\$ 41,995.20
SUBTOTAL		4088			\$ 576,846.40

Bandwidth Connectivity				
Item	Description			NRC
WAN/Esnet	Guam Fire Department Network Cost			\$25,000.00
SUBTOTAL				\$25,000.00

Total Annual Costs	\$2,882,147.30
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Travel SubTask D				
Travel	Annual Onsite Technical Support			\$ 100,000.00



Date: 12/2/2019
 Company Name: Guam Fire Department
 Site: Guam Fire Department

Guam Fire Department - Sustainment Costs Option Year 1

Call Handling 911-RMS					
Item	Description	QTY		MRC	Extended Monthly Recurring Cost
911ERS	Network Based NextGen Emergency Routing Service	64		\$ 10.00	\$ 640.00
911ERSN	Integrated Emergency Response Service, agent services	10		\$ 149.00	\$ 1,490.00
911MNG	Managed Net Gateway Service	27		\$ 39.00	\$ 1,053.00
911TERM	Local Line Svc per line	8		\$ 13.65	\$ 109.20
911MRSIP	Managed NextGen 9-1-1 IP PSAP Network Termination Service	8		\$ 422.18	\$ 3,377.44
911MDS	Media Delivery Service	10		\$ 22.00	\$ 220.00
911CMR	Call Metrics Reporting, initial instance per agency.	1		\$ 277.88	\$ 277.88
911CMRA	Call Metrics Reporting, each additional instance.	2		\$ 29.25	\$ 58.50
911ERS10	Emergency Response Service, basic, up to 10 positions	1		\$ 19.50	\$ 19.50
911NCCNE	NCCNE	1		\$ 10,000.00	\$ 10,000.00
SUBTOTAL					\$ 17,245.52
Vendors					
				Annual Cost	Monthly Recurring Cost
Caliber - CAD		12	\$ -	\$ 140,513.64	\$ 11,709.47
RedSky - Network Call Routing		12	\$ -	\$ -	\$ -
Solacom - Dispatch Workstations/Software/Call		12	\$ -	\$ 343,391.56	\$ 28,615.96
M80- Furniture / Space Refurbishment		12	\$ -	\$ 1,375.68	\$ 114.64
S					40,440.07

AT&T GSI	AT&T GSI	Hours	Rate	Extended	Monthly Recurring Cost
AT&T GSI Labor	Program Manager	0.0000	\$ 238.93	N/A	\$ -
AT&T GSI Labor	Project Manager	8.0000	\$ 160.51	N/A	\$ 1,284.08
AT&T GSI Labor	IA Manager	4.0000	\$ 146.77	N/A	\$ 587.08
AT&T GSI Labor	Telephony Expert	25.0000	\$ 94.11	N/A	\$ 2,352.75
AT&T GSI Labor	Telephony Expert I	0.0000	\$ 149.24	N/A	\$ -
AT&T GSI Labor	Training	2.0000	\$ 98.98	N/A	\$ 197.96
AT&T GSI Labor	Project Control	4.0000	\$ 103.58	N/A	\$ 414.32
SUBTOTAL		43			\$ 4,836.19

Bandwidth Connectivity					
Item	Description				Monthly Recurring Cost
WAN/Esnet	Guam Fire Department Network Cost				\$32,000.00
SUBTOTAL					\$32,000.00
Total Monthly Recurring					\$ 94,521.78
Total Annual Cost					\$ 1,134,261.40

Travel SubTask E					
Travel	Annual Onsite Technical Support				\$ 56,198.17



Date:
Company Name
Site

12/2/2019
Guam Fire Department
Guam Fire Department

Guam Fire Department Sustainment Costs Option Year 2

Call Handling 911-RMS						
Item	Description	QTY		MRC	Extended Monthly Recurring Cost	
911ERS	Network Based NextGen Emergency Routing Service	64		\$ 10.00	\$ 640.00	
911ERSN	Integrated Emergency Response Service, agent services	10		\$ 149.00	\$ 1,490.00	
911MNG	Managed Net Gateway Service	27		\$ 39.00	\$ 1,053.00	
911TERM	Local Line Svc per line	8		\$ 13.65	\$ 109.20	
911MRSIP	Managed NextGen 9-1-1 IP PSAP Network Termination Service	8		\$ 422.18	\$ 3,377.44	
911MDS	Media Delivery Service	10		\$ 22.00	\$ 220.00	
911CMR	Call Metrics Reporting, initial instance per agency.	1		\$ 277.88	\$ 277.88	
911CMRA	Call Metrics Reporting, each additional instance.	2		\$ 29.25	\$ 58.50	
911ERS10	Emergency Response Service, basic, up to 10 positions	1		\$ 19.50	\$ 19.50	
911NCCNE	NCCNE	1		\$ 10,000.00	\$ 10,000.00	
				SUBTOTAL	\$ 17,245.52	
Vendors						
				Annual	Monthly Recurring Cost	
Caliber - CAD		12	\$ -	\$ 140,513.52	\$ 11,709.46	
RedSky - Network Call Routing		12	\$ -	\$ -	\$ -	
Solacom - Dispatch Workstations/Software/Call		12	\$ -	\$ 343,391.56	\$ 28,615.96	
M80- Furniture / Space Refurbishment		12	\$ -	\$ 1,375.68	\$ 114.64	
					\$ 40,440.06	

AT&T GSI	AT&T GSI	Hours	Rate	Extended	Monthly Recurring Cost
AT&T GSI Labor	Program Manager	0.0000	\$ 245.26	N/A	\$ -
AT&T GSI Labor	Project Manager	8.0000	\$ 164.76	N/A	\$ 1,318.08
AT&T GSI Labor	IA Manager	4.0000	\$ 150.65	N/A	\$ 602.60
AT&T GSI Labor	Telephony Expert	25.0000	\$ 96.61	N/A	\$ 2,415.25
AT&T GSI Labor	Telephony Expert I	0.0000	\$ 153.23	N/A	\$ -
AT&T GSI Labor	Training	2.0000	\$ 101.59	N/A	\$ 203.18
AT&T GSI Labor	Project Control	4.0000	\$ 106.32	N/A	\$ 425.28
		SUBTOTAL	43		\$ 4,964.39

Bandwidth Connectivity						
Item	Description				Monthly Recurring Cost	
WAN/Esnet	Guam Fire Department Network Cost				\$ 32,000.00	
				SUBTOTAL	\$ 32,000.00	
				Total Monthly Recurring	\$ 94,649.97	
				Total Annual Cost	\$ 1,135,799.68	

Travel SubTask F						
Travel	Annual Onsite Technical Support				\$ 56,193.30	



MASTER AGREEMENT

Customer	AT&T
Customer Legal Name Street Address: City: State/Province: Zip Code: Country:	AT&T Corp.
Customer Contact (for notices)	AT&T Contact (for notices)
Name: Title: Street Address: City: State/Province: Zip Code: Country: Telephone: Fax: Email:	Street Address: City: State/Province: Zip Code: Country: With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

This Master Agreement ("Master Agreement"), between the customer named above ("Customer") and the AT&T entity named above ("AT&T"), is effective when signed by both Customer and AT&T.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

MASTER AGREEMENT

1. INTRODUCTION

1.1 **Overview of Documents.** This Master Agreement and the following additional documents (collectively, the "Agreement") shall apply to all products and services AT&T provides Customer pursuant to this Agreement ("Services") and shall continue in effect so long as Services are provided under this Agreement:

- (a) **Pricing Schedules.** A "Pricing Schedule" means a pricing schedule (including related attachments) or other document that is attached to or is later executed by the parties and references this Master Agreement. A Pricing Schedule includes the Services, the pricing (including discounts and commitments, if applicable) and the pricing schedule term ("Pricing Schedule Term").
- (b) **Tariffs and Guidebooks.** "Tariffs" are documents containing the descriptions, pricing and other terms and conditions for a Service that AT&T or its Affiliates file with regulatory authorities. "Guidebooks" are documents (designated as Guidebooks or Price Lists) containing the descriptions, pricing and other terms and conditions for a Service that were but no longer are filed with regulatory authorities. Tariffs and Guidebooks can be found at att.com/servicepublications or other locations AT&T may designate.
- (c) **Acceptable Use Policy.** AT&T's Acceptable Use Policy ("AUP") applies to (i) Services provided over or accessing the Internet and (ii) wireless (i.e., cellular) data and messaging Services. The AUP can be found at att.com/aup or other locations AT&T may designate.
- (d) **Service Guides.** The descriptions, pricing and other terms and conditions for a Service not covered by a Tariff or Guidebook may be contained in a Service Guide, which can be found at att.com/servicepublications or other locations AT&T may designate.

1.2 **Priority of Documents.** The order of priority of the documents that form this Agreement is: the applicable Pricing Schedule or Order; this Master Agreement; the AUP; and Tariffs, Guidebooks and Service Guides; provided that Tariffs will be first in priority in any jurisdiction where applicable law or regulation does not permit contract terms to take precedence over inconsistent Tariff terms.

1.3 **Revisions to Documents.** Subject to Section 8.2(b) (Materially Adverse Impact), AT&T may revise Service Publications at any time.

1.4 **Execution by Affiliates.** An AT&T Affiliate or Customer Affiliate may sign a Pricing Schedule in its own name, and such Affiliate contract will be a separate but associated contract incorporating the terms of this Agreement. Customer and AT&T will cause their respective Affiliates to comply with any such separate and associated contract.

2. AT&T DELIVERABLES

2.1 **Services.** AT&T will either provide or arrange to have an AT&T Affiliate provide Services to Customer and its Users, subject to the availability and operational limitations of systems, facilities and equipment. Where required, an AT&T Affiliate authorized by the appropriate regulatory authority will be the service provider. If an applicable Service Publication expressly permits placement of an order for a Service under this Master Agreement without the execution of a Pricing Schedule, Customer may place such an order using AT&T's standard ordering processes (an "Order"), and upon acceptance by AT&T, the Order shall otherwise be deemed a Pricing Schedule under this Master Agreement for the Service ordered.

2.2 **AT&T Equipment.** Services may be provided using equipment owned by AT&T that is located at the Site ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide adequate space and electric power for the AT&T Equipment and keep the AT&T Equipment physically secure and free from liens and encumbrances. Customer will bear the risk of loss or damage to the AT&T Equipment (other than ordinary wear and tear), except to the extent caused by AT&T or its agents.

2.3 **Purchased Equipment.** Except as specified in a Service Publication, title to and risk of loss of Purchased Equipment shall pass to Customer on delivery to the transport carrier for shipment to Customer's designated location.

2.4 **License and Other Terms.** Software, Purchased Equipment and Third-Party Services may be provided subject to the terms of a separate license or other agreement between Customer and either the licensor, the third-party service provider or the manufacturer. Customer's execution of the Pricing Schedule for or placement of an Order for Software, Purchased Equipment or Third-Party Services is Customer's agreement to comply with such separate agreement. Unless a Service Publication specifies otherwise, AT&T's sole responsibility with respect to Third-Party Services is to place Customer's orders for Third-Party Services, except that AT&T may invoice and collect payment from Customer for the Third-Party Services.

3. CUSTOMER'S COOPERATION

3.1 **Access Right.** Customer will in a timely manner allow AT&T access as reasonably required for the Services to property and equipment that Customer controls and will obtain at Customer's expense timely access for AT&T as reasonably required for the Services to property controlled by third parties such as Customer's landlord. AT&T will coordinate with and, except in an emergency, obtain Customer's consent to enter upon Customer's property and premises, which consent shall not be unreasonably withheld. Access rights mean the right to construct, install, repair, maintain, replace and remove access lines and network facilities and the right to use ancillary equipment space within a building for Customer's connection to AT&T's network. Customer must provide AT&T timely information and access to Customer's facilities and equipment as AT&T reasonably requires for the Services, subject to Customer's reasonable security policies. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities and other items as AT&T reasonably requires for the Services and will obtain any necessary licenses, permits and consents (including easements and rights-of-way). Customer will have the Site ready for AT&T to perform its work according to a mutually agreed schedule.

MASTER AGREEMENT

3.2 **Safe Working Environment.** Customer will ensure that the location at which AT&T installs, maintains or provides Services is a safe working environment, free of Hazardous Materials and reasonably suitable for the Services. "Hazardous Materials" mean any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. AT&T shall have no obligation to perform work at a location that is not a suitable and safe working environment or to handle, remove or dispose of Hazardous Materials.

3.3 **Users.** "User" means anyone who uses or accesses any Service provided to Customer. Customer will cause Users to comply with this Agreement and is responsible for Users' use of any Service unless expressly provided to the contrary in an applicable Service Publication.

3.4 **Resale of Services.** Customer may not resell the Services or rebrand the Services for resale to third parties without AT&T's prior written consent.

4. PRICING AND BILLING

4.1 **Pricing and Pricing Schedule Term; Terms Applicable After End of Pricing Schedule Term.** The prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule Term and will apply in lieu of the corresponding prices set forth in the applicable Service Publication. No promotion, credit, discount or waiver set forth in a Service Publication will apply. Unless the Pricing Schedule states otherwise, at the end of the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to terminate a Service Component) under a month-to-month service arrangement at the prices, terms and conditions in effect on the last day of the Pricing Schedule Term. AT&T may change such prices, terms or conditions on 30 days' prior notice to Customer.

4.2 **Additional Charges and Taxes.** Prices set forth in a Pricing Schedule are exclusive of and Customer will pay all taxes (excluding those on AT&T's net income), surcharges, recovery fees, customs clearances, duties, levies, shipping charges and other similar charges (and any associated interest and penalties resulting from Customer's failure to timely pay such taxes or similar charges) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent Customer provides a valid exemption certificate prior to the delivery of Services. To the extent required by law, Customer may withhold or deduct any applicable taxes from payments due to AT&T, provided that Customer will use reasonable commercial efforts to minimize any such taxes to the extent allowed by law or treaty and will furnish AT&T with such evidence as may be required by relevant taxing authorities to establish that such tax has been paid so that AT&T may claim any applicable credit.

4.3 **Billing.** Unless a Service Publication specifies otherwise, Customer's obligation to pay for a Service Component begins upon availability of the Service Component to Customer. Customer will pay AT&T without deduction, setoff or delay for any reason (except for withholding taxes as provided in Section 4.2 - Additional Charges and Taxes or in Section 4.5 - Delayed Billing; Disputed Charges). At Customer's request, but subject to AT&T's consent (which may not be unreasonably withheld or withdrawn), Customer's Affiliates may be invoiced separately, and AT&T will accept payment from such Affiliates. Customer will be responsible for payment if Customer's Affiliates do not pay charges in accordance with this Agreement. AT&T may require Customer or its Affiliates to tender a deposit if AT&T determines, in its reasonable judgment, that Customer or its Affiliates are not creditworthy, and AT&T may apply such deposit to any charges owed.

4.4 **Payments.** Payment is due within 30 days after the date of the invoice (unless another date is specified in an applicable Tariff or Guidebook) and must refer to the invoice number. Charges must be paid in the currency specified in the invoice. Restrictive endorsements or other statements on checks are void. Customer will reimburse AT&T for all costs associated with collecting delinquent or dishonored payments, including reasonable attorneys' fees. AT&T may charge late payment fees at the lowest of (a) 1.5% per month (18% per annum), (b) for Services contained in a Tariff or Guidebook at the rate specified therein, or (c) the maximum rate allowed by law for overdue payments.

4.5 **Delayed Billing; Disputed Charges.** Customer will not be required to pay charges for Services initially invoiced more than 6 months after close of the billing period in which the charges were incurred, except for calls assisted by an automated or live operator. If Customer disputes a charge, Customer will provide notice to AT&T specifically identifying the charge and the reason it is disputed within 6 months after the date of the invoice in which the disputed charge initially appears, or Customer waives the right to dispute the charge. The portion of charges in dispute may be withheld and will not be considered overdue until AT&T completes its investigation of the dispute, but Customer may incur late payment fees in accordance with Section 4.4 (Payments). Following AT&T's notice of the results of its investigation to Customer, payment of all properly due charges and properly accrued late payment fees must be made within ten (10) business days. AT&T will reverse any late payment fees that were invoiced in error.

4.6 **Credit Terms.** AT&T retains a lien and purchase money security interest in each item of Purchased Equipment and Vendor Software until Customer pays all sums due. AT&T is authorized to sign and file a financing statement to perfect such security interest.

4.7 **MARC.** Minimum Annual Revenue Commitment ("MARC") means an annual revenue commitment set forth in a Pricing Schedule that Customer agrees to satisfy during each 12-consecutive-month period of the Pricing Schedule Term. If Customer fails to satisfy the MARC for any such 12-month period, Customer will pay a shortfall charge in an amount equal to the difference between the MARC and the total of the applicable MARC-Eligible Charges incurred during such 12-month period, and AT&T may withhold contractual credits until Customer pays the shortfall charge.

MASTER AGREEMENT

4.8 Adjustments to MARC.

- (a) In the event of a business downturn beyond Customer's control, or a corporate divestiture, merger, acquisition or significant restructuring or reorganization of Customer's business, or network optimization using other Services, or a reduction of AT&T's prices, or a force majeure event, any of which significantly impairs Customer's ability to meet a MARC, AT&T will offer to adjust the affected MARC to reflect Customer's reduced usage of Services (with a corresponding adjustment to the prices, credits or discounts available at the reduced MARC level). If the parties reach agreement on a revised MARC, AT&T and Customer will amend the affected Pricing Schedule prospectively. This Section 4.8 will not apply to a change resulting from Customer's decision to use service providers other than AT&T. Customer will provide AT&T notice of the conditions Customer believes will require the application of this provision. This provision does not constitute a waiver of any charges, including monthly recurring charges and shortfall charges, Customer incurs prior to amendment of the affected Pricing Schedule.
- (b) If Customer, through merger, consolidation, acquisition or otherwise, acquires a new business or operation, Customer and AT&T may agree in writing to include the new business or operation under this Agreement. Such agreement will specify the impact, if any, of such addition on Customer's MARC or other volume or growth discounts and on Customer's attainment thereof.

5. CONFIDENTIAL INFORMATION

5.1 **Confidential Information.** Confidential Information means: (a) information the parties or their Affiliates share with each other in connection with this Agreement or in anticipation of providing Services under this Agreement (including pricing or other proposals), but only to the extent identified as Confidential Information in writing; and (b) except as may be required by applicable law or regulation, the terms of this Agreement.

5.2 **Obligations.** A disclosing party's Confidential Information will, for a period of 3 years following its disclosure to the other party (except in the case of software, for which the period is indefinite): (a) not be disclosed, except to the receiving party's employees, agents and contractors having a need-to-know (but only if such agents and contractors are not direct competitors of the other party and agree in writing to use and disclosure restrictions as restrictive as this Section 5) or to the extent authorized to be revealed by law, governmental authority or legal process (but only if such disclosure is limited to that which is so authorized and prompt notice is provided to the disclosing party to the extent practicable and not prohibited by law, governmental authority or legal process); (b) be held in confidence; and (c) be used only for purposes of using the Services, evaluating proposals for new services or performing this Agreement (including in the case of AT&T to detect fraud, to check quality and to operate, maintain and enhance the network and Services).

5.3 **Exceptions.** The restrictions in this Section 5 will not apply to any information that: (a) is independently developed by the receiving party without use of the disclosing party's Confidential Information; (b) is lawfully received by the receiving party free of any obligation to keep it confidential; or (c) becomes generally available to the public other than by breach of this Agreement.

5.4 **Privacy.** Each party is responsible for complying with the privacy laws applicable to its business. AT&T shall require its personnel, agents and contractors around the world who process Customer Personal Data to protect Customer Personal Data in accordance with the data protection laws and regulations applicable to AT&T's business. If Customer does not want AT&T to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data so that it will be unintelligible. Customer is responsible for obtaining consent from and giving notice to its Users, employees and agents regarding Customer's and AT&T's collection and use of the User, employee or agent information in connection with a Service. Customer will only make accessible or provide Customer Personal Data to AT&T when it has the legal authority to do so. Unless otherwise directed by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization.

6. LIMITATIONS OF LIABILITY AND DISCLAIMERS

6.1 Limitation of Liability.

- (a) EITHER PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR DAMAGES ON ACCOUNT OF ANY CLAIM ARISING OUT OF AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL BE:
 - (i) FOR BODILY INJURY, DEATH OR DAMAGE TO REAL PROPERTY OR TO TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY A PARTY'S NEGLIGENCE, PROVEN DIRECT DAMAGES;
 - (ii) FOR BREACH OF SECTION 5 (Confidential Information), SECTION 10.1 (Publicity) OR SECTION 10.2 (Trademarks), PROVEN DIRECT DAMAGES;
 - (iii) FOR ANY THIRD-PARTY CLAIMS, THE REMEDIES AVAILABLE UNDER SECTION 7 (Third Party Claims);
 - (iv) FOR CLAIMS ARISING FROM THE OTHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVEN DAMAGES; OR
 - (v) FOR CLAIMS OTHER THAN THOSE SET FORTH IN SECTION 6.1(a)(i)-(iv), PROVEN DIRECT DAMAGES NOT TO EXCEED, ON A PER CLAIM OR AGGREGATE BASIS DURING ANY TWELVE (12) MONTH PERIOD, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES INCURRED BY CUSTOMER FOR THE AFFECTED SERVICE IN THE RELEVANT COUNTRY DURING THE THREE (3) MONTHS PRECEDING THE MONTH IN WHICH THE CLAIM AROSE.

MASTER AGREEMENT

- (b) EXCEPT AS SET FORTH IN SECTION 7 (Third Party Claims) OR IN THE CASE OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS.
- (c) THE LIMITATIONS IN THIS SECTION 6 SHALL NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT.

6.2 **Disclaimer of Liability.** AT&T WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR ANY SERVICE ERROR OR INTERRUPTION, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 OR OTHER EMERGENCY RESPONSE CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR CREDITS EXPLICITLY SET FORTH IN THIS AGREEMENT); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S (OR ITS AFFILIATES', USERS' OR THIRD PARTIES') APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.

6.3 **Purchased Equipment and Vendor Software Warranty.** AT&T shall pass through to Customer any warranties for Purchased Equipment and Vendor Software available from the manufacturer or licensor. The manufacturer or licensor, and not AT&T, is responsible for any such warranty terms and commitments. ALL SOFTWARE AND PURCHASED EQUIPMENT IS OTHERWISE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS.

6.4 **Disclaimer of Warranties.** AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER) AND MAKES NO GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION.

6.5 **Application and Survival.** The disclaimer of warranties and limitations of liability set forth in this Agreement will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages and will apply so as to limit the liability of each party and its Affiliates and their respective employees, directors, subcontractors and suppliers. The limitations of liability and disclaimers set out in this Section 6 will survive failure of any exclusive remedies provided in this Agreement.

7. THIRD PARTY CLAIMS

7.1 **AT&T's Obligations.** AT&T agrees at its expense to defend and either to settle any third-party claim against Customer, its Affiliates and its and their respective employees and directors or to pay all damages that a court finally awards against such parties for a claim alleging that a Service provided to Customer under this Agreement infringes any patent, trademark, copyright or trade secret, but not where the claimed infringement arises out of or results from: (a) Customer's, its Affiliate's or a User's content; (b) modifications to the Service by Customer, its Affiliate or a third party, or combinations of the Service with any non-AT&T services or products by Customer or others; (c) AT&T's adherence to Customer's or its Affiliate's written requirements; or (d) use of a Service in violation of this Agreement.

7.2 **Customer's Obligations.** Customer agrees at its expense to defend and either to settle any third-party claim against AT&T, its Affiliates and its and their respective employees, directors, subcontractors and suppliers or to pay all damages that a court finally awards against such parties for a claim that: (a) arises out of Customer's, its Affiliate's or a User's access to or use of the Services and the claim is not the responsibility of AT&T under Section 7.1; (b) alleges that a Service infringes any patent, trademark, copyright or trade secret and falls within the exceptions in Section 7.1; or (c) alleges a breach by Customer, its Affiliate or a User of a Software license agreement.

7.3 **Infringing Services.** Whenever AT&T is liable under Section 7.1, AT&T may at its option either procure the right for Customer to continue using, or may replace or modify, the Service so that it is non-infringing.

7.4 **Notice and Cooperation.** The party seeking defense or settlement of a third-party claim under this Section 7 will provide notice to the other party promptly upon learning of any claim for which defense or settlement may be sought, but failure to do so will have no effect except to the extent the other party is prejudiced by the delay. The party seeking defense or settlement will allow the other party to control the defense and settlement of the claim and will reasonably cooperate with the defense. The defending party will use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim where relief against the party being defended is limited to monetary damages that are paid by the defending party under this Section 7.

7.5 AT&T's obligations under Section 7.1 shall not extend to actual or alleged infringement or misappropriation of intellectual property based on Purchased Equipment, Software, or Third-Party Services.

8. SUSPENSION AND TERMINATION

MASTER AGREEMENT

8.1 **Termination of Agreement.** This Agreement may be terminated immediately upon notice by either party if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, enters receivership or any state insolvency proceeding or makes an assignment for the benefit of its creditors.

8.2 **Termination or Suspension.** The following additional termination provisions apply:

- (a) **Material Breach.** If either party fails to perform or observe any material warranty, representation, term or condition of this Agreement, including non-payment of charges, and such failure continues unremedied for 30 days after receipt of notice, the aggrieved party may terminate (and AT&T may suspend and later terminate) the affected Service Components and, if the breach materially and adversely affects the entire Agreement, terminate (and AT&T may suspend and later terminate) the entire Agreement.
- (b) **Materially Adverse Impact.** If AT&T revises a Service Publication, the revision has a materially adverse impact on Customer and AT&T does not effect revisions that remedy such materially adverse impact within 30 days after receipt of notice from Customer, then Customer may, as Customer's sole remedy, elect to terminate the affected Service Components on 30 days' notice to AT&T, given not later than 90 days after Customer first learns of the revision to the Service Publication. "Materially adverse impacts" do not include changes to non-stabilized pricing, changes required by governmental authority, or assessment of or changes to additional charges such as surcharges or taxes.
- (c) **Internet Services.** If Customer fails to rectify a violation of the AUP within 5 days after receiving notice from AT&T, AT&T may suspend the affected Service Components. AT&T reserves the right, however, to suspend or terminate immediately when:
 - (i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints;
 - (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or
 - (iii) AT&T reasonably determines that
 - (a) it may be exposed to sanctions, liability, prosecution or other adverse consequences under applicable law if AT&T were to allow the violation to continue;
 - (b) such violation may harm or interfere with the integrity, normal operations or security of AT&T's network or networks with which AT&T is interconnected or may interfere with another customer's use of AT&T services or the Internet; or
 - (c) such violation otherwise presents an imminent risk of harm to AT&T, AT&T's customers or its or their respective employees.
- (d) **Fraud or Abuse.** AT&T may terminate or suspend an affected Service or Service Component and, if the activity materially and adversely affects the entire Agreement, terminate or suspend the entire Agreement, immediately by providing Customer with as much advance notice as is reasonably practicable under the circumstances if Customer, in the course of breaching the Agreement:
 - (i) commits a fraud upon AT&T;
 - (ii) uses the Service to commit a fraud upon another party;
 - (iii) unlawfully uses the Service;
 - (iv) abuses or misuses AT&T's network or Service; or
 - (v) interferes with another customer's use of AT&T's network or services.
- (e) **Infringing Services.** If the options described in Section 7.3 (Infringing Services) are not reasonably available, AT&T may at its option terminate the affected Services or Service Components without liability other than as stated in Section 7.1 (AT&T's Obligations).
- (f) **Hazardous Materials.** If AT&T encounters any Hazardous Materials at the Site, AT&T may terminate the affected Services or Service Components or may suspend performance until Customer removes and remediates the Hazardous Materials at Customer's expense in accordance with applicable law.

8.3 **Effect of Termination.**

- (a) Termination or suspension by either party of a Service or Service Component does not waive any other rights or remedies a party may have under this Agreement and will not affect the rights and obligations of the parties regarding any other Service or Service Component.
- (b) If a Service or Service Component is terminated, Customer will pay all amounts incurred prior to the effective date of termination.

8.4 **Termination Charges.**

- (a) If Customer terminates this Agreement or an affected Service or Service Component for cause in accordance with the Agreement or if AT&T terminates a Service or Service Component other than for cause, Customer will not be liable for the termination charges set forth in this Section 8.4.
- (b) If Customer or AT&T terminates a Service or Service Component prior to Cutover other than as set forth in Section 8.4(a), Customer (i) will pay any pre-Cutover termination or cancellation charges set out in a Pricing Schedule or Service Publication, or (ii) in the absence of such specified charges, will reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third party charges resulting from the termination.
- (c) If Customer or AT&T terminates a Service or Service Component after Cutover other than as set forth in Section 8.4(a), Customer will pay applicable termination charges as follows:
 - (i) 50% (unless a different amount is specified in the Pricing Schedule) of any unpaid recurring charges for the terminated Service or Service Component attributable to the unexpired portion of an applicable Minimum Payment Period;
 - (ii) if termination occurs before the end of an applicable Minimum Retention Period, any associated credits or waived or unpaid non-recurring charges; and
 - (iii) any charges incurred by AT&T from a third party (*i.e.*, not an AT&T Affiliate) due to the termination. The charges set forth in Sections 8.4(c)(i) and (ii) will not apply if a terminated

MASTER AGREEMENT

Service Component is replaced with an upgraded Service Component at the same Site, but only if the Minimum Payment Period or Minimum Retention Period, as applicable, (the "Minimum Period") and associated charge for the replacement Service Component are equal to or greater than the corresponding Minimum Period and associated charge for the terminated Service Component, respectively, and if the upgrade is not restricted in the applicable Service Publication.

- (d) In addition, if Customer terminates a Pricing Schedule that has a MARC, Customer will pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term.

9. IMPORT/EXPORT CONTROL

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under this Agreement (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

10. MISCELLANEOUS PROVISIONS

10.1 **Publicity.** Neither party may issue any public statements or announcements relating to the terms of this Agreement or to the provision of Services without the prior written consent of the other party.

10.2 **Trademarks.** Each party agrees not to display or use, in advertising or otherwise, any of the other party's trade names, logos, trademarks, service marks or other indicia of origin without the other party's prior written consent, which consent may be revoked at any time by notice.

10.3 **Independent Contractor.** Each party is an independent contractor. Neither party controls the other, and neither party nor its Affiliates, employees, agents or contractors are Affiliates, employees, agents or contractors of the other party.

10.4 **Force Majeure.** Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to fire, explosion, cable cuts, power blackout, earthquake, flood, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts of a public enemy, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies or other causes beyond such party's reasonable control.

10.5 **Amendments and Waivers.** Any supplement to or modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. A waiver by either party of any breach of this Agreement will not operate as a waiver of any other breach of this Agreement.

10.6 Assignment and Subcontracting.

- (a) Customer may, without AT&T's consent but upon notice to AT&T, assign in whole or relevant part its rights and obligations under this Agreement to a Customer Affiliate. AT&T may, without Customer's consent, assign in whole or relevant part its rights and obligations under this Agreement to an AT&T Affiliate. In no other case may this Agreement be assigned by either party without the prior written consent of the other party (which consent will not be unreasonably withheld or delayed). In the case of any assignment, the assigning party shall remain financially responsible for the performance of the assigned obligations.
- (b) AT&T may subcontract to an Affiliate or a third party work to be performed under this Agreement but will remain financially responsible for the performance of such obligations.
- (c) In countries where AT&T does not have an Affiliate to provide a Service, AT&T may assign its rights and obligations related to such Service to a local service provider, but AT&T will remain responsible to Customer for such obligations. In certain countries, Customer may be required to contract directly with the local service provider.

10.7 **Severability.** If any portion of this Agreement is found to be invalid or unenforceable or if, notwithstanding Section 10.11 (Governing Law), applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.

10.8 **Injunctive Relief.** Nothing in this Agreement is intended to or should be construed to prohibit a party from seeking preliminary or permanent injunctive relief in appropriate circumstances from a court of competent jurisdiction.

10.9 **Legal Action.** Any legal action arising in connection with this Agreement must be filed within two (2) years after the cause of action accrues, or it will be deemed time-barred and waived. The parties waive any statute of limitations to the contrary.

10.10 **Notices.** Any required notices under this Agreement shall be in writing and shall be deemed validly delivered if made by hand (in which case delivery will be deemed to have been effected immediately), or by overnight mail (in which case delivery will be deemed to have been effected one (1) business day after the date of mailing), or by first class pre-paid post (in which case delivery will be deemed to have been effected five (5) days after the date of posting), or by facsimile or electronic transmission (in which case delivery will be deemed to have been effected on the day the transmission was sent). Any such notice shall be sent to the office of the recipient set forth on the cover page of this Agreement or to such other office or recipient as designated in writing from time to time.

10.11 **Governing Law.** This Agreement will be governed by the law of the State of New York, without regard to its conflict of law principles, unless a regulatory agency with jurisdiction over the applicable Service applies a different law. The United Nations Convention on Contracts for International Sale of Goods will not apply.

MASTER AGREEMENT

10.12 **Compliance with Laws.** Each party will comply with all applicable laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction.

10.13 **No Third Party Beneficiaries.** This Agreement is for the benefit of Customer and AT&T and does not provide any third party (including Users) the right to enforce it or to bring an action for any remedy, claim, liability, reimbursement or cause of action or any other right or privilege.

10.14 **Survival.** The respective obligations of Customer and AT&T that by their nature would continue beyond the termination or expiration of this Agreement, including the obligations set forth in Section 5 (Confidential Information), Section 6 (Limitations of Liability and Disclaimers) and Section 7 (Third Party Claims), will survive such termination or expiration.

10.15 **Agreement Language.** The language of this Agreement is English. If there is a conflict between this Agreement and any translation, the English version will take precedence.

10.16 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter. Except as provided in Section 2.4 (License and Other Terms), this Agreement supersedes all other agreements, proposals, representations, statements and understandings, whether written or oral, concerning the Services or the rights and obligations relating to the Services, and the parties disclaim any reliance thereon. This Agreement will not be modified or supplemented by any written or oral statements, proposals, representations, advertisements, service descriptions or purchase order forms not expressly set forth in this Agreement.

11. DEFINITIONS

"**Affiliate**" of a party means any entity that controls, is controlled by or is under common control with such party.

"**API**" means an application program interface used to make a resources request from a remote implementer program. An API may include coding, specifications for routines, data structures, object classes, and protocols used to communicate between programs.

"**AT&T Software**" means software, including APIs, and all associated written and electronic documentation and data owned by AT&T and licensed by AT&T to Customer. AT&T Software does not include software that is not furnished to Customer.

"**Customer Personal Data**" means information that identifies an individual, that Customer directly or indirectly makes accessible to AT&T and that AT&T collects, holds or uses in the course of providing the Services.

"**Cutover**" means the date Customer's obligation to pay for Services begins.

"**Effective Date**" of a Pricing Schedule means the date on which the last party signs the Pricing Schedule unless a later date is required by regulation or law.

"**MARC-Eligible Charges**" means the recurring and usage charges (including amounts calculated from unpaid charges that are owed under Section 8.4(c)(i)), after deducting applicable discounts and credits (other than outage or SLA credits), that AT&T charges Customer for the Services identified in the applicable Pricing Schedule as MARC-contributing. The following are not MARC-Eligible Charges: (a) charges for or in connection with Customer's purchase of equipment; (b) taxes; and (c) charges imposed in connection with governmentally imposed costs or fees (such as USF, P ICC, payphone service provider compensation, E911 and deaf relay charges).

"**Minimum Payment Period**" means the Minimum Payment Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to pay recurring charges for the Service Component.

"**Minimum Retention Period**" means the Minimum Retention Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to maintain service to avoid the payment (or repayment) of certain credits, waived charges or amortized charges.

"**Purchased Equipment**" means equipment or other tangible products Customer purchases under this Agreement, including any replacements of Purchased Equipment provided to Customer. Purchased Equipment also includes any internal code required to operate such Equipment. Purchased Equipment does not include Software but does include any physical media provided to Customer on which Software is stored.

"**Service Component**" means an individual component of a Service provided under this Agreement.

"**Service Publications**" means Tariffs, Guidebooks, Service Guides and the AUP.

"**Site**" means a physical location, including Customer's collocation space on AT&T's or its Affiliate's or subcontractor's property, where AT&T installs or provides a Service.

"**Software**" means AT&T Software and Vendor Software.

"**Third-Party Service**" means a service provided directly to Customer by a third party under a separate agreement between Customer and the third party.

"**Vendor Software**" means software, including APIs, and all associated written and electronic documentation and data AT&T furnishes to Customer, other than AT&T Software.

Re: ANY UPDATES?

paul.rolinski

Wed 7/7/2021 09:20

To: Wilson, Todd <TODD.WILSON@gotyto.com>;

Ok. Well you let me know what your plans are. Thanks Todd and I hope you and your team can make it out for this big event!

Paul S. Rolinski

Emergency Medical Dispatcher Supervisor

COMMT- Certified

Communications/MIS/IT

Guam Fire Dept

671-642-3321 (Office)

671-787-5470 (Personal)

paul.rolinski@gfd.guam.gov

[gfd.guam.gov]gfd.guam.gov

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From: Wilson, Todd <TODD.WILSON@gotyto.com>

Sent: Wednesday, July 7, 2021 08:10

To: paul.rolinski

Subject: Re: ANY UPDATES?

Hafa Adai Paul,

We're a little delayed on this end because of the July Fourth holiday in terms of finalizing management approval and funding for the travel to make the ceremony on the 12th. I expect to have resolution by tomorrow, and will pass the information along as soon as I receive it.

Thanks very much for the follow up note. TW

Todd Wilson

Associate Director, Program Management

• **Athene, LLC** (Formerly AT&T Government Solutions, Inc.)

4350 Hotel Circle North, Suite 100

San Diego, CA 92108

Phone: 619-203-4823

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From: paul.rolinski <paul.rolinski@GFD.guam.gov>
Sent: Monday, July 5, 2021 9:26 PM
To: Wilson, Todd <TODD.WILSON@gotyto.com>
Subject: Re: ANY UPDATES?

Hi Todd, so we are set on our Ceremonial Signing of the contract on July 12, 2021 at 1330 hrs that day. Please let me know if there is anything you may need from me. Thank you.

Get [Outlook for Android](#)

From: paul.rolinski <paul.rolinski@GFD.guam.gov>
Sent: Friday, July 2, 2021 5:30:41 PM
To: Wilson, Todd <TODD.WILSON@gotyto.com>
Subject: Re: ANY UPDATES?

Todd, as per our Fire Chief, we are shooting for the week of the 12th of July for our ceremonial signature event. However that may be subject to change. Please let me know if this is convenient for you guys. Thank you

Paul S. Rolinski

Emergency Medical Dispatcher Supervisor
COMMT- Certified
Communications/MIS/IT
Guam Fire Dept
671-642-3321 (Office)
671-787-5470 (Personal)
paul.rolinski@gfd.guam.gov
[gfd.guam.gov]gfd.guam.gov

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From: Wilson, Todd <TODD.WILSON@gotyto.com>
Sent: Friday, July 2, 2021 01:24

Re: ANY UPDATES?

Wilson, Todd <TODD.WILSON@gotyto.com>

Wed 7/7/2021 08:18

To: paul.rolinski <paul.rolinski@GFD.guam.gov>;

Paul,

Right now, our expected attendees are:

Frank Martin (my boss), Director (you met him during our last visit)
Kahele Nakaahiki - Chief Engineer (he is taking Mike Kennedy's position on the project)
Katie Lijewski - Project Manager (you met her during our last visit)
Todd Wilson - Associate Director Program Management

I may have one of the AT&T Cable Station folks there, as well (expected to be Ed Collado, Site Manager), but I have not been able to coordinate with him yet.

Literally a few seconds before your note hit my inbox, I sent you a status note. I expect to obtain approval for next week's ceremony by tomorrow, and will let you know soonest when I do. The Fourth of July delayed things a bit on this end.

Thanks very much. TW

Todd Wilson

Associate Director, Program Management

Tyto Athene, LLC (Formerly AT&T Government Solutions, Inc.)

1650 Hotel Circle North, Suite 100

San Diego, CA 92108

Phone: 619-203-4823

www.gotyto.com

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From: paul.rolinski <paul.rolinski@GFD.guam.gov>

Sent: Tuesday, July 6, 2021 3:10 PM

To: Wilson, Todd <TODD.WILSON@gotyto.com>

Subject: Re: ANY UPDATES?

Good Morning Todd I hope you had a great 4th of July weekend!! May I get a list of names and titles of people that will be attending event on July 12? Thank you.

Paul S. Rolinski

Emergency Medical Dispatcher Supervisor

COMMT- Certified

Communications/MIS/IT

Guam Fire Dept

671-642-3321 (Office)

671-787-5470 (Personal)

paul.rolinski@gfd.guam.gov

[gfd.guam.gov]gfd.guam.gov

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From: Wilson, Todd <TODD.WILSON@gotyto.com>

Sent: Friday, July 2, 2021 01:24

To: paul.rolinski

Subject: ANY UPDATES?

Hafa Adai Paul,

I haven't heard anything from you for a couple of weeks since you indicated we may be looking at a signing date with the Governor on the 12th of July. I've made the leap of faith that no official date has been set, at this point, but wanted to confirm with you.

My entire team is traveling most of the month of July supporting our Navy project with hardware upgrades, so I am trying to deconflict that schedule with our trip to Guam. I also understand that Guam has now instituted a 72-hour negative COVID result before entry, which further complicates travel there.

Anyway, I want to ensure that our time on island is used most efficiently as possible outside of the ceremony, as my plan is to bring both our Chief Engineer (Kahele Nakaahiki) and Katie (Project Manager) so that we can take efforts to as prepared as possible to hit the ground running at the start of the project.

Please drop me a line when you have a moment. Thanks very much, and look forward to seeing you again soon. TW

Todd Wilson

Associate Director, Program Management

Tyto Athene, LLC (Formerly AT&T Government Solutions, Inc.)

1650 Hotel Circle North, Suite 100

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19



GUAM FIRE DEPARTMENT
DIPATTAMENTON GUAFI GUAHAN
*Professionalism * Respect * Integrity * Dedication * Empathy*



Lourdes A. Leon Guerrero
 Governor – Maga'håga

Daniel C. Stone
 Maga'låhi Guafi

Joshua F. Tenorio
 Lieutenant Governor – Sigundo Maga'låhi

Joey C. San Nicolas
 Sigundo Maga'låhi

NOTICE TO PROCEED

(July 15, 2021)

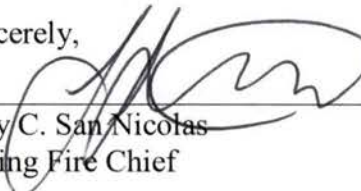
Solicitation: RFP No. GFD-001-2019

Project: *Next Generation 911 System and Computer Aided Dispatch System (NG9-1-1 System)*

You are hereby notified to commence work in accordance with the Agreement executed July ~~12~~¹⁴, 2021

All documents required to proceed with the work/services, such as any required permits, licensing, or other documentation must be obtained by the Contractor prior to the commencement of the work.

Sincerely,



 Joey C. San Nicolas
 Acting Fire Chief

Dated: July 15, 2021



19 JULY 2021



OFFICE OF LEGAL COUNSEL

Ufsinan I Maga'hågan Guåhan
Office of the Governor of Guam

LOURDES A. LEON GUERRERO
Governor of Guam

JOSHUA F. TENORIO
Lieutenant Governor of Guam

Transmitted via Central Files

July 15, 2021

MR. DANIEL STONE

Chief

GUAM FIRE DEPARTMENT
238 Archbishop Flores Street
DNA Building Ste. 1001
Hagatna, Guam 96910

Re: Agreement for Professional Services for NG911 Dispatch System (CF#2021-14100)

Hafa Adai Chief Stone:

The following documents are transmitted with the signature of *I Maga'hågan Guåhan*:

Guam Fire Department: Professional Services for the Design, Installation, Operation, and Maintenance of a Next Generation 911 System and Integrated Computer Aided Dispatch System

Any questions or concerns can be sent directly to the Legal Counsels via email (sophia.diaz@guam.gov or leslie.travis@guam.gov) or call (671) 473-1118.

Senseramente,

SOPHIA SANTOS DIAZ

Legal Counsel

Enclosure(s): Agreement

cc via email: *Maga'hågan Guåhan*
Sigundo Maga'låhen Guåhan

17-0210 *[Signature]*

**AGREEMENT FOR PROFESSIONAL SERVICES FOR THE DESIGN,
INSTALLATION, OPERATION, AND MAINTENANCE OF A NEXT
GENERATION 9-1-1 SYSTEM AND INTEGRATED COMPUTER AIDED
DISPATCH SYSTEM**

BETWEEN

Tyto Government Solutions, Inc. (GSI)

AND

THE GUAM FIRE DEPARTMENT

Agreement for:	Professional Services for the Design, Installation, Operation, and Maintenance of a Next Generation 9-1-1 System and Integrated Computer Aided Dispatch System
Project No:	RFP GFD-001-2019
Amount:	Deployment Year \$2,882,147.30 + \$100,000.00 Travel Option Year 1 Sustainment \$1,134,261.40 + \$56,197.17 Travel Option Year 2 Sustainment \$1,135,799.68 + \$56,193.30
Location:	Guam

RCVD AT CENTRAL FILES
JUL 12 '21 PM 12:31

OFFICE OF THE GOVERNOR
GOVERNOR'S CHAMBER



DATE: 7-13-21
 TIME: 2:49 p
 RECEIVED BY: DM
GC2021-1238

Elaine Tajalle

li SO 2021 96116
 RECEIVED 7/9/21

OFFICE OF THE ATTORNEY GENERAL
ADMINISTRATIVE

THIS AGREEMENT for Professional Services for the Design, Installation, Operation, and Maintenance of a Next Generation 9-1-1 System and Integrated Computer Aided Dispatch System (“Agreement”) is entered into by and between the Guam Fire Department (“GFD”), an agency of the government of Guam, whose mailing address is: 238 Archbishop Flores Street, DNA Building, Suite 1001, Hagatna, Guam 96910, and Tyto Government Solutions, Inc. (“GSI” or “Contractor”) (formerly AT&T Government Solutions, Inc.), whose address is: 510 Spring Street, Suite 200, Herndon, VA 20170.

WHEREAS, GFD has funds available from the Enhanced 9-1-1 Emergency Reporting System Fund to obtain the technical and professional services of a contractor to design, install, operate, and maintain a Next Generation 9-1-1 System and integrated Computer Aided Dispatch System (the “Project”). The objective of the Project is the design, installation, operation, and maintenance of a Next Generation 9-1-1 System and integrated Computer Aided Dispatch System (collectively, the “System”) for Guam.

WHEREAS, GFD determined it does not have adequate personnel or resources to perform the technical and professional services contemplated in this Agreement and it is in the best interests of GFD to have such services performed under a contract;

WHEREAS, GFD determined to award a contract to procure the required professional services, systems, and equipment; and thereupon GFD issued a Request for Proposals, RFP GFD-001-2019 (“RFP”), soliciting professional design, installation, operation, and maintenance services to replace the government of Guam’s outdated Enhanced 9-1-1 System and separate Computer Aided Dispatch System with a Next Generation 9-1-1 System and integrated Computer Aided Dispatch System;

WHEREAS, GSI responded to the RFP by submitting a proposal (“Proposal”) to provide services in accordance with the RFP, and was selected as the best qualified Offeror with whom this Agreement was successfully negotiated;

WHEREAS, by submitting its Proposal, GSI represents that it possesses the necessary knowledge, resources and experience to perform the services, and to provide, maintain, and update the equipment described in the Agreement Documents for this Project professionally, skillfully and diligently; and

WHEREAS, GFD represents that the award of this Agreement has been made pursuant to Guam's Procurement Rules and Regulations, the laws of Guam, and a finding by the Procurement Officer that GSI is the best qualified responsive and responsible Offeror based upon evaluation factors set forth in the RFP, and that after negotiations, the compensation agreed upon has been determined to be fair and reasonable;

NOW THEREFORE, GFD and GSI, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**SECTION 1
CONTRACT DOCUMENTS**

It is hereby mutually agreed that the following list of documents which are attached hereto, bound herewith or incorporated herein by reference shall constitute the "Agreement Documents," all of which are made part hereof, and collectively evidence and constitute this Agreement between the parties hereto, and they are as fully a part of this Agreement, as if they were set out verbatim and in full herein:

1. The Request for Proposals, and all notices, conditions, attachments, and instructions for RFP GFD-001-2019, which includes the Specifications contained in the Scope of Services;
2. Any addendum to, or GFD responses to questions submitted for Request for Proposals RFP GFD-001-2019;
3. GSI's Proposal submitted in response to Request for Proposals, RFP GFD-001-2019 dated February 22, 2019;
4. This Agreement and any Amendment or Change Order thereto;
5. Any Terms and Conditions imposed by any funding source for this Agreement, including the Enhanced 9-1-1 Emergency Reporting System Fund;
6. Any requirements imposed by applicable Guam law or applicable Federal law;
7. GSI's Pricing Schedules, consisting of GSI's Pricing Schedule attached to this Agreement as Attachment A, and also including any pricing schedule (including related attachments) or other document that is attached to or is later executed by the Parties and references this Agreement. A Pricing Schedule includes the Services, the pricing (including discounts and commitments, if applicable) and the pricing schedule term ("Pricing Schedule Term");

ITEM NO	SERVICES	QUANTITY	UNIT Lot	UNIT PRICE	AMOUNT
Subtask A	Guam Fire Department Deployment	12	Mo	\$240,178.94	\$2,882,147.30
	FFP Circuit Turn-up and Cutover to Emergency Dispatch Center, which shall include all Labor and Materials necessary to deploy 911-RMS infrastructure				
Subtask B	Guam Fire Department Sustainment Option Yr. 1	12	Mo	\$ 94,521.78	\$1,134,261.40
	FFP Sustainment for the 911-RMS including all Labor and Materials				
Subtask C	Guam Fire Department Sustainment Option Yr. 2	12	Mo	\$94,649.97	\$1,135,799.68
	FFP Sustainment for the 911-RMS including all Labor and Materials				
Subtask D	Travel	12	Mo	\$7,554.49	\$ 100,000.00
	FFP Annual Onsite Technical Support				
Subtask E	Travel - Option Year 1	12	Mo	\$4,683.18	\$ 56,198.17
	FFP Annual Onsite Technical Support				
Subtask F	Travel - Option Year 2	12	Mo	\$4,682.78	\$ 56,193.30
	FFP Annual Onsite Technical Support				

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SECTION 2 PARTIES

The Parties to this Agreement are the Guam Fire Department (“GFD”), an agency of the government of Guam, and GSI Government Solutions, Inc., (“GSI”), who may be hereinafter together referred to as “the Parties.”

SECTION 3 DEFINITIONS

The following definitions apply to this Agreement:

1. “Affiliate” of a party means any entity that controls, is controlled by or is under common control with such party;
2. “GSI Software” means software, including APIs, and all associated written and electronic documentation and data owned by GSI and licensed by GSI to GFD. GSI Software does not include software that is not furnished to GFD;
3. “Customer Personal Data” means information that identifies an individual, that GFD directly or indirectly makes accessible to GSI and that GSI collects, holds or uses in the course of providing the Services;
4. “Effective Date” of a Pricing Schedule means the date on which the last party signs the Pricing Schedule unless a later date is required by regulation or law;
5. “Service Component” means an individual component of a Service provided under this Agreement;
6. “Service Publications” means Tariffs, Guidebooks, Service Guides and the AUP;
7. “Site” means a physical location, including GFD’s collocation space on GSI’s or its Affiliate’s or subcontractor’s property, where GSI installs or provides a Service;
8. “Software” means GSI Software and Vendor Software;
9. “Third-Party Service” means a service provided directly to GFD by a third party under a separate agreement between GFD and the third party;
10. “Vendor Software” means software, including Application Program Interfaces, and all associated written and electronic documentation and data GSI furnishes to GFD, other than GSI Software.

SECTION 4 USAGE OF CONTRACT DOCUMENTS

A. **Priority of Documents.** The order of priority of the Agreement Documents is: this Agreement and Pricing Schedule attached as Attachment A, GSI's Proposal submitted in response to Request for Proposals, RFP GFD-001-2019; the Schedule of Services, and any Equipment Schedule.

SECTION 5 SCOPE OF AGREEMENT

This Agreement supersedes any and all prior agreements, either oral or in writing, if any, between the Parties hereto with respect to the retainer of GSI by GFD and contains all of the covenants and agreements between the parties with respect to the subject matter of this Agreement. Each party to this 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 is not embodied herein, and that any other agreement, statement, or promise not contained in this Agreement shall not be valid or binding on the Parties with respect to the subject matter of this Agreement. This Agreement is not binding until approved by the Attorney General of Guam and executed by the Governor of Guam. Any material change to this Agreement will be effective only if it is in writing in accordance with the Changes Section of this Agreement, and approved by the Attorney General of Guam and executed by the Governor of Guam.

SECTION 6 CONTRACT TYPE AND PRICE

This is a multi-term Firm Fixed-Price Agreement. The Total Contract Price and total payment to GSI under the Initial Term of this Agreement will be Five Million Three Hundred Sixty-Four Thousand, Five Hundred Ninety-Nine Dollars and Eighty-Five Cents (\$5,364,599.85). This Total Contract Price is the sum of Two Million Nine Hundred Eighty-Two Thousand One Hundred Forty-Seven Dollars and Thirty Cents (\$2,982,147.30) for the first year of design, installation, maintenance, and operation of the System plus One Million One Hundred Ninety Thousand Four Hundred Fifty-Nine Dollars and Fifty-Seven Cents (\$1,190,459.57) for the maintenance and operation of the System for the second year of the contract plus One Million One Hundred Ninety-One Thousand, Nine Hundred Ninety-Two Dollars and Ninety-Eight Cents (\$1,191,992.98) for the maintenance and operation of the System for the third year of the contract, totaling Two Million Three Hundred Eighty-Two Thousand Four Hundred Fifty-Two Dollars and Fifty-Five Cents (\$2,382,452.55) for the second and third years of the Agreement.

SECTION 7 CONTRACT TERM AND OPTION TO PURCHASE

A. **Effective Date.** This Agreement shall be valid upon its full execution by all necessary parties. The Effective Date of the Agreement shall be the date upon which the Governor of Guam signs the Agreement. The time for performance of the design, installation, and operation services contained in the Scope of Services in this RFP is one (1) year (the "Deployment"), with a maintenance and operation period of two (2) years ("Sustainment"), and possible renewal or

extension periods of up to an additional two (2) years, with an option to purchase. In no circumstances shall this Agreement extend beyond five (5) years.

B. Commencement of Services. All Services to be performed by GSI on the Project under this Agreement shall commence upon issuance of a Notice to Proceed ("NTP") by GFD and continue pursuant to the Schedule of Services of this Agreement, and in accordance with the Scope of Services and GSI's Proposal, and until the expiration, cancellation, or termination of this Agreement or any extension or renewal thereof. There is no right or expectation of renewal or extension and any renewal or extension will be exercised solely at the discretion of GFD.

C. Initial Term. The Initial Term of the contract shall be for three (3) years. The date on which the Governor signs the contract will be the effective date of the contract. Services shall begin upon the date that GFD issues a written Notice to Proceed ("NTP") to GSI (the "Initial Term"). After the Governor has executed the Agreement, GFD will issue the NTP to notify GSI that Services may begin.

D. Renewal Terms. At the sole option of GFD, and upon satisfactory performance by the awarded contractor, the contract may be renewed or extended for any number of time period(s) determined to be in the best interests of the government of Guam, for a total of up to two additional years (each renewal being a "Renewal Term") for the purposes of continued maintenance, support, and/or operation of the installed System. Any renewal of the contract for continued Services may be subject to negotiation or may be on the same terms and conditions and pricing as in effect under the existing contract at the sole option of GFD. All Renewal Terms are subject to the availability of additional funds.

E. No Cost Extension Terms. Should the awarded contractor require additional time to complete any contract objectives, for good cause, and at the sole option of GFD, the resulting contract may be extended for one No Cost Extension Term of up to six (6) months with no additional obligation of any funds by GFD. If GFD elects to extend the contract under this provision, the No Cost Extension Term shall be exercised by GFD through the execution of a written determination signed by the Procurement Officer and placed in the contract file prior to the end date of the period of performance of the contract. Such signed No Cost Extension will also be provided to GSI for its files. Any No Cost Extension shall not be subject to negotiation. The No Cost extension shall be on the same terms, conditions, and pricing as in effect under the existing contract, but at no additional cost to GFD and no additional obligation of funds.

F. Option to Purchase. The GFD NG911-RMS platform equipment is provided as a service to the GFD. As such and with the exception of the Purchased Equipment (PSAP furniture and site materials (carpet, fixtures, etc., and Guardian Long Term Recorder) and ALI data information resident on the server for which the GFD retains ownership title, all equipment deployed and utilized as part of this service is owned and maintained by GSI. With a minimum of six months' notice to GSI and at the sole discretion of GFD, GFD shall have the option to purchase from GSI the deployed GFS PSAP dispatch equipment, including the Guardian dispatch workstations (with ancillary components, i.e., monitor, mouse, etc.), Caliber CAD workstations (with ancillary

components, i.e., monitors, etc.), CAD mobile devices, and Guardian Datamaster. This option may be exercised by GFD at any time throughout the duration of the awarded contract or during any extensions or renewals. Consideration for the exercise of this option to purchase shall be as provided in the Compensation and Payment/Invoices Sections of this Agreement. If the option is not exercised prior to the expiration, termination, or cancellation of this Agreement, GSI shall be released from all obligations under this Agreement and GFD shall retain no interest in the equipment, materials, and systems installed for the Project. Not included in the foregoing purchase option are the NG911-RMS "service" and post-installation maintenance components, including network connections/circuits, ALI database infrastructure (connectivity) services, on-site training, on-site field support (break/fix), remote support (toll-free Resolution Center for trouble ticket reports), and equipment software/Information Assurance/security updates. These service elements may be negotiated separately for inclusion at the discretion of the GFD.

All renewals, extensions, Renewal Terms, No Cost Extension Terms, and the Option to Purchase are subject to the availability of funds. In no case shall any extension or renewal extend the total term of the contract beyond five (5) years. Unless cancelled for lack of funds, terminated, renewed, or extended prior to expiration, the contract shall expire at the end of the Initial term or at the end of any subsequent Renewal Term, any subsequent Extension Term, or any No Cost Extension term exercised by GFD.

SECTION 8 SCOPE OF SERVICES

All Services under this Agreement shall be performed by GSI and/or its Subcontractors in accordance with all applicable federal and Guam codes, rules, standards, and guidelines, including current or updated standards for Next Generation 9-1-1 Systems and integrated Computer Aided Dispatch Systems as those updates become effective. The Scope of Services includes the following:

A. CONTRACTOR RESPONSIBILITIES:

1. GSI shall conduct research and inspections to determine working conditions and any special needs/requirements for execution of the Project in coordination with GFD.
2. GSI shall be responsible for mobilization and site preparation a required for the services involved.
3. GSI shall be responsible for providing appropriate personnel for all stages of the Project.
4. GSI shall be responsible for providing and maintaining all necessary tools, equipment, systems, hardware, software, and the operation of these tools, equipment, systems, hardware, and software throughout the duration of the project.

5. GSI shall be responsible for making any minor modifications required to allow proper use of the new equipment or systems.
6. Should any damage related to or unrelated to utilities, buildings, personal or private property, equipment and components occur as a result of GSI's actions, all expenses to restore these systems to their original condition shall be borne by GSI.
7. GSI shall furnish at its own expense, all proper and adequate equipment, materials, labor, personnel, and supplies necessary to perform the Scope of Services in a safe, professional, workmanlike and diligent manner, and shall provide and have available at all times for use by its employees engaged in the performance of such services all safety equipment and appliances needed for the protection of its employees and other persons against injuries.

B. SERVICES AND DELIVERABLES:

1. **Services.** GSI will either provide or arrange to have a GSI Affiliate or Subcontractor provide the Services set forth in the Scope of Services of the RFP and GSI's Proposal to GFD and its Users, subject to availability and operational limitations of systems, facilities, and equipment. Where required, an GSI Affiliate or Subcontractor authorized by the appropriate regulatory authority will be the service provider for designated Services. If an applicable Service Publication expressly permits placement of an order for a Service under this Agreement without the execution of a Pricing Schedule, GFD may place such an order using GSI's standard ordering processes (an "Order") if those processes are in accordance with the Changes and Price Adjustment Sections of this Agreement, and upon acceptance by GSI, the Order shall otherwise be deemed a Pricing Schedule under this Agreement for the Service ordered. GSI shall ensure that the System installed for the Services is compliant with current NFPA and NENA guidelines and standards when installed and throughout the term of this Agreement, including all Extension Terms.

Equipment.

a. **GSI Equipment.** Services will be provided using items of moveable property (herein referred to collectively as the "GSI Equipment" or individually as an "Item of GSI Equipment") which is owned by GSI and located at the Site, but title to GSI Equipment will remain with GSI. GFD must keep GSI Equipment physically secure and free from liens and encumbrances.

b. **Purchased Equipment.** Furniture and other items of moveable property (herein referred to as "Purchased Equipment") designated in the Scope of Services of the RFP and described more fully in one or more Equipment Schedules executed by GFD and GSI shall be provided to GFD by GSI. Title to and risk of loss of the Purchased Equipment shall pass to GFD upon delivery to GFD at the Site.

c. At such time as any or all GSI Equipment or Purchased Equipment (collectively, "Equipment") listed on an Equipment Schedule is operational, in good working order and available for use by GFD and the government of Guam, GFD shall complete and deliver to GSI an executed equipment acceptance ("Equipment Acceptance") pursuant to the Equipment/System Acceptance Section of this Agreement. The Equipment will be deemed to be accepted 15 days after GFD begins using the Equipment, unless GFD provides written notice of material defect during the 15-day period. GSI shall make available to GFD such information as GFD shall reasonably request from time to time in respect of the installation of the Equipment.

d. **License and Other Terms.** Software, Purchased Equipment and Third-Party Services may be provided subject to the terms of a separate license or other agreement between GFD and either the licensor, the third-party service provider or the manufacturer. GFD's execution of the Pricing Schedule for or placement of an Order for Software, Purchased Equipment or Third-Party Services is GFD's agreement to comply with such separate agreement. Unless a Service Publication specifies otherwise, GSI's sole responsibility with respect to Third-Party Services is to place GFD's orders for Third-Party Services, except that GSI may invoice and collect payment from GFD for the Third-Party Services.

Laws, Permits and Regulation:

- a. GSI shall pay all fees and charges for connection to outside services, utilities, and use of property other than the site of the services for storage of materials or other purposes.
- b. GSI shall comply with all federal and local laws, ordinances, regulations and building code requirements applicable to services hereunder. If GSI ascertains at any time that any requirement of this contract is at variance with applicable laws, ordinances, regulations, or building code requirements, GSI shall promptly notify GFD Procurement Officer.

GSI's Obligations.

- a. GSI shall, in good professional and workmanlike manner, do and perform all services and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the services required by this Agreement, the RFP, and the Agreement Documents within the time herein specified in strict accordance with the plans and proposals of the services covered by this contract and any and all supplemental plans and drawings, and in accordance with the

written directions of GFD Procurement Officer as given from time to time during the progress of the services.

- b. GSI alone shall be responsible for the safety, efficiency and adequacy of its plant, appliances and methods, and for any harm or damage, which may result from their failure or their improper design, installation, maintenance or operations.
- c. GSI shall perform and complete the entire services per the Proposal submitted in response to RFP GFD-001-2019, this Agreement, and the Contract Documents.
- d. Upon completion or termination of the Services, GSI shall remove from the site of the Services all temporary structures, waste materials, and rubbish resulting from its operation, leaving the site of the Project in a neat and presentable condition. GFD to provide an onsite dumpster for disposal of some refuse and waste materials. In the event of the failure to do so, the same may be done by GSI at the expense of GFD.

5. Engineering and Layout.

- a. GSI shall provide competent engineering and design services to execute the Services and provide an adequate system in accordance with the Agreement Documents and RFP requirements.
- b. GSI shall provide plans, drawings, and specifications of its proposed System before undertaking any Services or installing any Equipment or Systems, and shall be responsible for the operability of all finished Services and Systems.

6. Methods.

- a. GSI shall use proper and efficient methods and appliances for the performance of all the operations connected with services embraced under these specifications, drawings and Agreement to secure a rate of progress, which will secure completion of the services within the time specified.

7. Labor and Materials.

- a. GSI shall furnish all labor, materials, and equipment for the execution of the Services and installation of systems and equipment according to the RFP specifications and Agreement Documents.
- b. Where no specifications are contained therein for whatever may be necessary, GSI shall do all that may be termed commercially reasonable to a job to be well and reliably completed.

- c. All material finished for and used in the Project shall be of kind and grade specified; and where not specifically called for, such material shall be commercially reasonable for the Services called for in the Request for Proposals.
 - d. All Services shall be executed in accordance with the performance standards acceptable for GSI's and any subcontractors' trades. GSI represents that the Services shall be performed in a diligent, professional, and workmanlike manner by qualified persons and using competent professional knowledge and judgment and shall perform as specified in the Agreement. If any portion of the Services fails to achieve this standard, and GFD or the Project Manager promptly notifies GSI, in writing, of such non-conformance along with evidence which reasonably demonstrates GSI's culpability, GSI shall promptly re-perform the non-conforming Services and any additional Work required
 - e. Full safety and security are essential; and GSI agrees to accomplish safe and quality services required throughout the Project.
8. **Guarantee/Warranty of Deliverables, Equipment, and System(s).**
- a. **Purchased Equipment and Vendor Software Warranty.** GSI shall pass through to GFD any warranties for Purchased Equipment and Vendor Software available from the manufacturer or licensor. The manufacturer or licensor, and not GSI, is responsible for any such warranty terms and commitments. ALL SOFTWARE AND PURCHASED EQUIPMENT IS OTHERWISE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS.
 - b. **Disclaimer of Warranties.** GSI MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. FURTHER, GSI MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER) AND MAKES NO GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING OR THAT GSI'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION.

- c. **Application and Survival.** The disclaimer of warranties set forth in this Agreement will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages and will apply so as to limit the liability of each party and its Affiliates and their respective employees, directors, subcontractors and suppliers. The limitations of liability and disclaimers set out in this Section 6 will survive failure of any exclusive remedies provided in this Agreement.

9. **System Failure or Damage.** In the event of System failure or damage, as defined in this paragraph, directly caused in whole or in part as a result of the services provided by GSI, GSI agrees to use commercially reasonable efforts to restore the System to operational capacity. System failure or damage for purposes of this Agreement will mean the inability of any mechanism provided by GSI pursuant to the terms of this Agreement, to operate properly and, as a result of its failure to operate properly, critical government functions, including sending and receiving data information, are unable to be performed.

SECTION 9 CONTRACTOR'S SCHEDULE OF SERVICES AND EQUIPMENT SCHEDULE

A. GSI, promptly after execution of this Agreement and no later than 7 days after issuance of a Notice to Proceed ("NTP"), shall prepare and submit for GFD's approval, GSI's Schedule of Services. The schedule shall not exceed time limits current under this Agreement, shall be revised at appropriate intervals as required by the conditions of the Services, shall be related to the Services to the extent required by this Agreement, and shall provide for expeditious and practicable execution of the Services. The Schedule of Services shall include proposed dates for deliverables, including, but not limited to:

B. GSI shall prepare an Equipment Schedule or Schedules listing the Purchased Equipment promptly after execution of this Agreement no later than sixty (60) days after issuance of the NTP, and thereafter as necessary to maintain a current Equipment Schedule, and shall submit the schedule(s) for GFD's approval. GFD's approval shall not unreasonably be delayed or withheld. The Equipment Schedule shall: (1) be coordinated with GSI's Pricing Schedule and Schedule of Services; and (2) allow GFD reasonable time to review the schedule.

C. GSI shall perform the Services in accordance with the most recent schedules approved by GFD.

SECTION 10 EQUIPMENT ORDERING

GSI shall be responsible for all packing, rigging, transportation, and installation charges for all Equipment under this Agreement. GSI shall arrange for delivery of all Equipment, unless otherwise specified in the Equipment Schedule, so that it can be accepted in accordance with the terms of

this Agreement.

SECTION 11 EQUIPMENT/SYSTEM ACCEPTANCE

In order to accept any Equipment and/or the System, GFD shall return to GSI a signed and dated Equipment and/or System Acceptance:

1. acknowledging that the Equipment and/or System has been received, installed, and is ready for use; and
2. accepting it as satisfactory in all respects for the purposes of the Agreement.

SECTION 12 LOSS OR DAMAGE RE: PURCHASED EQUIPMENT

GSI shall bear the entire risk of loss or damage to the Purchased Equipment, or caused by the Purchased Equipment, from the Effective Date of this Agreement until GFD takes possession of the Purchased Equipment or earlier termination of this Agreement.

In the event any Item of Purchased Equipment is damaged to a material extent while GSI bears the risk of loss, GSI shall promptly notify GFD and shall determine within 10 days of the date of such notice whether such Item of Purchased Equipment can be repaired. If the Item of Purchased Equipment can be repaired, GSI shall at its expense repair such Item to its condition immediately prior to the damage.

In the event any Item of Purchased Equipment shall be lost, stolen, destroyed, damaged beyond repair, or rendered permanently unfit or unavailable for use for any reason whatsoever (any such occurrence being referred to as a "Casualty Occurrence"), GSI shall promptly notify GFD and shall use its best commercially reasonable efforts to restore or replace the Item of Purchased Equipment.

SECTION 13 PROGRESS AND COMPLETION

A. Any time limits stated in this Agreement, and/or stated any of the schedules required under this Agreement, are of the essence of the contract. By executing this Agreement, GSI confirms that the time specified for performance of the Services is a reasonable period for performing the Services.

B. GSI shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by this Agreement to be furnished by GSI and Owner. The date of commencement of the Services shall not be changed by the effective date of such insurance.

SECTION 14

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COMPENSATION

The compensation offered for this Agreement is Firm Fixed-Price. GFD will compensate GSI for the services and systems invoiced at twelve equal increments, per contract year.

GFD agrees to pay GSI at the rates and prices agreed in the Pricing Schedule (Attachment A) for the Services and deliverables in described in this Agreement. These prices are not subject to adjustment or increase because of variations in GSI's actual cost of performing the work and Services specified in the RFP and this Agreement. Any price adjustments to this Agreement may only be made in accordance with valid, approved Change Orders pursuant to the Change Orders Clause of this Agreement and the Price Adjustment Clause of this Agreement or as negotiated for any subsequent Renewal Maintenance and Operation Terms at the sole discretion of GFD. For any approved Change Orders, GFD agrees to pay GSI at the rates agreed in the Pricing Schedule (Attachment A) or pursuant to the Price Adjustment Clause of this Agreement.

The Total Contract Price and total payment to GSI under the Initial Term of this Agreement will be Five Million Three Hundred Sixty-Four Thousand, Five Hundred Ninety-Nine Dollars and Eighty-Five Cents (\$5,364,599.85). This Total Contract Price is the sum of Two Million Nine Hundred Eighty-Two Thousand One Hundred Forty-Seven Dollars and Thirty Cents (\$2,982,147.30) for the first year of design, installation, maintenance, and operation of the System plus One Million One Hundred Ninety Thousand Four Hundred Fifty-Nine Dollars and Fifty-Seven Cents (\$1,190,459.57) for the maintenance and operation of the System for the second year of the contract plus One Million One Hundred Ninety-One Thousand, Nine Hundred Ninety-Two Dollars and Ninety-Eight Cents (\$1,191,992.98) for the maintenance and operation of the System for the third year of the contract, totaling Two Million Three Hundred Eighty-Two Thousand Four Hundred Fifty-Two Dollars and Fifty-Five Cents (\$2,382,452.55) for the second and third years of the Agreement. The Total Contract Price is inclusive of any applicable Guam Business Privilege Tax or gross receipts tax. The Total Contract Price is also inclusive of any other applicable taxes, fees and surcharges, if any. Payment shall be made as specified in the Payment and Application/Invoicing Sections of this Agreement. No payment shall be made for work performed before the Effective Date of this Agreement. GSI shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Agreement. Should GSI fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, payment under this Agreement may be withheld until such time as GSI performs its duties and responsibilities to the satisfaction of GFD.

A. **Initial Term and Purchased Equipment.** GFD agrees to pay GSI at the rates agreed for the Services described in the RFP and GSI's Pricing Schedule. GFD agrees to pay to GSI or its Assignee the amounts agreed in the Proposal and GSI's Pricing Schedule for GSI's Equipment and all Purchased Equipment in the Equipment Schedule, upon written acceptance by GFD of the Purchased Equipment and the GSI Equipment/System as required under this Agreement.

The total payment under the Initial Term of this Agreement will not exceed Five Million Three Hundred Sixty-Four Thousand, Five Hundred Ninety-Nine Dollars and Eighty-Five Cents

(\$5,364,599.85). All Payments shall be paid as specified in the Payment and Application/Invoicing Sections of this Agreement. No payment shall be made for work performed before the Effective Date of this Agreement. GSI shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Agreement. Should GSI fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, payment under this Agreement may be withheld until such time as GSI performs its duties and responsibilities to the satisfaction of GFD.

B. **Invoice Payment.** GFD will remit payment of invoices to GSI in accordance with the Pricing Schedule, the Schedule of Services, Equipment Schedule, and the Payment/Invoices and Payment Sections of this Agreement.

C. Payments of invoices will be based upon GSI meeting the stated deadlines and upon GFD's acceptance of the deliverables. Should GSI fail to comply with the provisions of the Agreement, payment for portions of the Agreement will be withheld until such time as the Agreement terms have been implemented. Administrative, contractual, and/or legal remedies will be implemented if it appears GSI has breached or defaulted on the Agreement.

D. **Final Product/Services.** At any time, but prior to Acceptance of the System, Equipment and/or Services, the Parties agree that should the System, Equipment and/or Services materially fail to perform substantially in compliance with GFD's Specifications, GSI's liability in such an event will be to return all fees paid by GFD to that point. Prior to Acceptance, such termination decision will be at the sole discretion of GFD and is in addition to any other Termination provisions contained within this Agreement.

SECTION 15 PAYMENT/INVOICES

A. GSI shall present invoices on a monthly basis and shall invoice in twelve equal increments per Contract Year for Deployment and Sustainment according to the Pricing Schedule accepted by GFD.

B. If GFD disputes a charge, GFD will provide notice to GSI specifically identifying the charge and the reason it is disputed within 6 months after the date of the invoice in which the disputed charge initially appears, or Agency waives the right to dispute the charge. The portion of charges in dispute may be withheld and will not be considered overdue until GSI completes its investigation of the dispute, but GFD may incur late payment fees

C. Unless otherwise provided in this Agreement, payments shall be made on account of materials and equipment delivered and suitably stored for subsequent incorporation in the Services. If approved in advance by GFD, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. GSI.

D. The GFD NG911-RMS platform equipment is provided as a service to the GFD. As such and with the exception of the Purchased Equipment (PSAP furniture and site materials (carpet,

fixtures, etc., and Guardian Long Term Recorder) and ALI data information resident on the server for which the GFD retains ownership title, all equipment deployed and utilized as part of this service is owned and maintained by GSI. With a minimum of six months' notice to GSI and at the sole discretion of GFD, GFD shall have the option to purchase from GSI the deployed GFS PSAP dispatch equipment, including the Guardian dispatch workstations (with ancillary components, i.e., monitor, mouse, etc.), Caliber CAD workstations (with ancillary components, i.e., monitors, etc.), CAD mobile devices, and Guardian Datamaster. This option may be exercised by GFD at any time throughout the duration of the awarded contract or during any extensions or renewals. Consideration for the exercise of this option to purchase shall be fair market value of the GSI Equipment at the time of purchase. If the option is not exercised prior to the expiration, termination, or cancellation of this Agreement, GSI shall be released from all obligations under this Agreement and GFD shall retain no interest in the equipment, materials, and systems installed for the Project. Not included in the foregoing purchase option are the NG911-RMS "service" and post-installation maintenance components, including network connections/circuits, ALI database infrastructure (connectivity) services, on-site training, on-site field support (break/fix), remote support (toll-free Resolution Center for trouble ticket reports), and equipment software/Information Assurance/security updates. These service elements may be negotiated separately for inclusion at the discretion of the GFD.

SECTION 16 PAYMENTS

A. Payment is due within 30 days after the date of the invoice and must refer to the invoice number. Charges must be paid in the currency specified in the invoice. Restrictive endorsements or other statements on checks are void. Agency will reimburse GSI for all costs associated with collecting delinquent or dishonored payments, including reasonable attorneys' fees. GSI may charge late payment fees at the lowest of (a) 1.5% per month (18% per annum), (b) for Services contained in a Tariff or Guidebook at the rate specified therein, or (c) the maximum rate allowed by law for overdue payments.

B. Payment for, or entire use of the Project, Purchased Equipment, or Systems by GFD shall not constitute acceptance of Services not in accordance with this Agreement.

SECTION 17 AVAILABILITY OF FUNDS

This Agreement is contingent upon the availability of certified governmental funds. Funds are available for the first fiscal period of this Agreement. The source of the funds for this Agreement is the Enhanced 9-1-1 Emergency Reporting System Fund. In the event that funds are not available for any succeeding fiscal period, the remainder of this Agreement shall be cancelled; however, this does not affect either Party's right to terminate under the termination clauses of the contract. If the Agreement is cancelled for insufficient funds, the awarded GSI shall be reimbursed the reasonable value of any nonrecurring costs reasonably incurred but not amortized in the price of the supplies delivered or services performed under the Agreement. The Procurement Officer will

notify GSI on a timely basis whether the funds are, or are not, available for the continuation of the Agreement for each succeeding fiscal period. GFD may modify this Agreement based upon the availability of funds in succeeding fiscal periods. In such an event, GFD shall provide notice to GSI, and the Parties may attempt to renegotiate the terms of this Agreement in good faith. If the parties are unable to reach an agreement on the renegotiation, or decide not to attempt renegotiation, then GFD shall cancel this Agreement in accordance with the Guam Procurement Regulations. The government of Guam and GFD shall have no liability under this Agreement to GSI or to anyone else beyond the certified funds available for this Agreement.

SECTION 18 OWNERSHIP AND LOCATION OF PURCHASED EQUIPMENT

A. This Agreement and any Equipment Schedule conveys to GFD and the government of Guam the right to retain, possess, use, and own any Purchased Equipment which was purchased for GFD under the Agreement.

B. GSI agrees that the Purchased Equipment shall always remain and be deemed personal and moveable property; GSI shall not enter into any agreement or take any action inconsistent with the foregoing. Under no circumstances shall GSI remove or permit removal of any Purchased Equipment from the Installation Site shown on the Equipment Schedule, unless (a) GSI shall give GFD at least 20 days prior written notice thereof, and (b) GSI, at GSI's cost, shall have provided GFD with appropriate Uniform Commercial Code financing statements and other documents requested by GFD to maintain perfection of its interest in the Purchased Equipment and the applicable Equipment Schedule. Under no circumstances shall any Purchased Equipment be removed to a location which is not within the continental United States or in which the Uniform Commercial Code is not in effect. The GFD NG911-RMS platform equipment is provided as a service to the GFD. As such and with the exception of the Purchased Equipment (PSAP furniture and site materials (carpet, fixtures, etc., and Guardian Long Term Recorder) and ALI data information resident on the server for which the GFD retains ownership title, all equipment deployed and utilized as part of this service is owned and maintained by GSI. With a minimum of six months' notice to GSI and at the sole discretion of GFD, GFD shall have the option to purchase from GSI the deployed GFS PSAP dispatch equipment, including the Guardian dispatch workstations (with ancillary components, i.e., monitor, mouse, etc.), Caliber CAD workstations (with ancillary components, i.e., monitors, etc.), CAD mobile devices, and Guardian Datamaster. This option may be exercised by GFD at any time throughout the duration of the awarded contract or during any extensions or renewals. Consideration for the exercise of this option to purchase shall be as provided in the Compensation and Payment Sections of this Agreement. If the option is not exercised prior to the expiration, termination, or cancellation of this Agreement, GSI shall be released from all obligations under this Agreement and GFD shall retain no interest in the equipment, materials, and systems installed for the Project. Not included in the foregoing purchase option are the NG911-RMS "service" and post-installation maintenance components, including network connections/circuits, ALI database infrastructure (connectivity) services, on-site training, on-site field support (break/fix), remote support (toll-free Resolution Center for trouble ticket

reports), and equipment software/Information Assurance/security updates. These service elements may be negotiated separately for inclusion at the discretion of the GFD.

All renewals, extensions, Renewal Terms, No Cost Extension Terms, and the Option to Purchase are subject to the availability of funds. In no case shall any extension or renewal extend the total term of the contract beyond five (5) years. Unless cancelled for lack of funds, terminated, renewed, or extended prior to expiration, the contract shall expire at the end of the Initial term or at the end of any subsequent Renewal Term, any subsequent Extension Term, or any No Cost Extension term exercised by GFD.

SECTION 19 PRICE ADJUSTMENT CLAUSE

A. **Price Adjustment Methods.** Any adjustment in contract price pursuant to clauses in this Agreement shall be made in one or more of the following ways:

1. by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
2. by unit prices specified in the Proposal, Agreement, or subsequently agreed upon;
3. by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the Agreement or subsequently agreed upon;
4. in such other manner as the parties may mutually agree; or
5. in the absence of an agreement between the parties, by a unilateral determination by the Procurement Officer of costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as computed by the Procurement Officer in accordance with generally accepted accounting principles and applicable sections under Chapter 7 (Cost Principles) of the Guam Procurement Regulations and subject to the provisions of Article 5, Chapter 5 of 5 GCA (Legal and Contractual Remedies) of the Guam Procurement Law.

B. **Submission of Cost or Pricing Data.** GSI shall submit cost or pricing data for any price adjustments subject to the provision of Section 3118 (Cost or Pricing Data) of the Guam Procurement Regulations. GFD may require GSI to provide invoices, paid bills, or any other proof it deems appropriate to determine compliance with this provision.

C. **Price Adjustment for Inaccurate Cost or Pricing Data.** Any Change Order, amendment, or modification to this Agreement which increases the price of the Agreement shall be adjusted to exclude any significant sums by which GFD finds that such price was increased because the contractor- furnished cost or pricing data was inaccurate, incomplete or not current as of the date agreed upon between the Parties. The price shall also be adjusted to reflect the nonpayment by GSI of any taxes which would have been paid by GSI were it not for the exclusion provided by 11 GCA § 26203(k)(14) (Business Privilege Tax). Adjustments shall conform to the Defective Cost or Pricing Data Section of this Agreement.

SECTION 20 CHANGES

A. **Change Order.** The Procurement Officer, at any time, and without notice to the sureties, in a signed writing designated or indicated to be a change order, may order:

1. changes in the services within the scope of the Agreement; and
2. changes in the time for performance of the Agreement that do not alter the scope of the Agreement.

All contract change orders must be approved in writing by GFD and GSI on a form approved by GFD to record change orders.

B. **Adjustments of Price or Time for Performance.** GFD reserves the right to increase or decrease any unit priced quantity as may be deemed reasonable or necessary in order to complete the Services contemplated under this Agreement. If any such change order increases or decreases GSI's cost of, or the time required for, performance of any part of the services under this Agreement, whether or not changed by the order, an adjustment shall be made and the Agreement modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Section of this Agreement. Failure of the parties to agree to an adjustment shall not excuse a GSI from proceeding with the Agreement as changed, provided that the government of Guam promptly and duly makes such provisional adjustments in payments or time for performance as may be reasonable. By proceeding with the services, GSI shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion. All changes must be recorded on a contract change order before they can be included in an application for payment/invoice.

C. **Written Certification.** GSI shall not perform any change order in excess of Five Thousand Dollars (\$5,000.00) unless it bears, or GSI has separately received, a written certification, signed by the Procurement Officer/CEO or other responsible official that funds are available therefor; and, if acting in good faith, GSI may rely upon the validity of such certification.

D. **Time Period for Claim.** Within 30 days after receipt of a written change order under Paragraph (1) (Change Order) of this Section, unless such period is extended by the Procurement Officer in writing, GSI shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar GSI's claim unless the government of Guam is prejudiced by the delay in notification.

E. **Claim Barred After Final Payment.** No claim by GSI for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this Agreement.

F. **Claims Not Barred.** In the absence of such a change order, nothing in this clause shall restrict GSI's right to pursue a claim arising under the Agreement, if pursued in accordance with the clause entitled Claims Based Upon GFD's Actions or Omissions or for breach of contract.

SECTION 21 LIQUIDATED DAMAGES

When GSI fails to complete the work or any portion of the work within the time or times fixed in the Agreement or any extension thereof, (and such delay is not caused by either GFD or an Act of God – Force Majeure) and is given notice of delay or nonperformance as specified in paragraph (1), "Default," of the Termination for Default, Non-performance or Delay Section of this Agreement and fails to cure in the time specified, GSI shall pay to GFD One Hundred Dollars (\$100.00) per day from the date set for cure of the delay pursuant to the clause of this Agreement entitled Termination for Default for Non-performance or Delay-Damages for Delay-Time Extension. In no event shall liquidated damages exceed GSI's anticipated profit as reflected in the agreed upon schedules, Pricing Schedule, or the Total Contract Price of this Agreement.

SECTION 22 COOPERATION WITH THE CONTRACTOR

GFD agrees to cooperate fully with GSI towards the completion of the Project within reasonable and legal limitations. GFD shall provide access to the real property upon which the work under this Agreement is to be done, and will, so far as is convenient, permit GSI to use as much of the property as is required for the erection of temporary facilities and storage of materials, together with the right of access to same, but beyond this, GSI shall provide at GSI's cost and expense any additional property required.

Access Right. GFD will in a timely manner allow GSI access as reasonably required for the Services to property and equipment that GFD controls and will obtain at GFD's expense timely access for GSI as reasonably required for the Services to property controlled by third parties such as GFD's landlord. GSI will coordinate with and, except in an emergency, obtain GFD's consent to enter upon GFD's property and premises, which consent shall not be unreasonably withheld. Access rights mean the right to construct, install, repair, maintain, replace and remove access lines and network facilities and the right to use ancillary equipment space within a building for GFD's connection to GSI's network. GFD must provide GSI timely information and access to GFD's facilities and equipment as GSI reasonably requires for the Services, subject to GFD's reasonable security policies. GFD will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities and other items as GSI reasonably requires for the Services and will obtain any necessary licenses, permits and consents (including easements and rights-of-way). GFD will have the Site ready for GSI to perform its work according to a mutually agreed schedule.

Safe Working Environment. GFD will ensure that the location at which GSI installs, maintains or provides Services is a safe working environment, free of Hazardous Materials and reasonably suitable for the Services. "Hazardous Materials" mean any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. GSI shall have no obligation to perform work at a location that is not a suitable

and safe working environment or to handle, remove or dispose of Hazardous Materials.

SECTION 23 GFD CONTRACT REPRESENTATIVE

The Procurement Officer is the individual who has express authority to bind GFD with respect to all matters requiring GFD's approval or authorization under this Agreement, excepting written modifications of this Agreement. The Procurement Officer may designate in writing a representative who may also have express authority to bind GFD under the terms of this Agreement. Except as otherwise provided herein, GFD's Project Manager does not have authority to bind GFD without written approval from the Procurement Officer or his designee, as authorized in writing.

SECTION 24 THE PROJECT MANAGER

A. Pursuant to Guam law, 5 GCA § 12.107, the Project Manager for this Project is the Guam Office of Technology ("OTech"). GFD and the Project Manager reserve the right to designate and delegate Project Management duties and assign any other consultants or agents to act on the government of Guam's ("Government") behalf in writing. The Project Manager and designees will have authority to act on behalf of the Government to the extent provided in the Proposal Documents, this Agreement or Amendments thereto, or as otherwise may be provided for in a written notice signed by the Procurement Officer or the Chief Technology Officer. The Project Manager shall not perform any duties or responsibilities of an engineer, professional engineer, engineer intern, or architect as defined in 22 GCA § 32101 et seq., unless lawfully authorized to do so and specifically authorized to do so by GFD or the Project Manager. The Project Manager may perform its duties and make recommendations as described in this Agreement in consultation with any other consultants or agents that GFD or the Project Manager may designate.

B. The Project Manager or the Government's designees may visit the worksite at any times that GFD or the Project Manager may deem appropriate to become familiar with the progress and quality of the Services completed, to determine if the Services is being performed in accordance with this Agreement.

C. **Communications Facilitating Administration of the Services.** Except as otherwise provided in this Agreement or when direct communications have been specially authorized, GFD, the Project Manager, and GSI shall endeavor to communicate with each other about matters arising out of or relating to the Services. Communications by and with subcontractors and material suppliers shall be through GSI. Communications by and with separate contractors shall be through GFD or the Project Manager.

D. Based on GFD's or its designee's evaluations of GSI's Applications for Payment, the Project Manager and Contractors/designees may review and make recommendations to GFD regarding the amounts due GSI.

E. The Project Manager has authority to reject Services or Purchased Equipment that do not conform to this Agreement. Whenever the Project Manager or other consultants or agents as GFD may designate, considers it necessary or advisable, the Project Manager will have authority to require inspection or testing of the equipment, systems, materials, products or any of the Services, whether or not such services have been completed, or equipment or systems have been fabricated, installed or completed. However, neither this authority of the Project Manager nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Project Manager to GSI, subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Services.

F. The Project Manager, in conjunction with GFD, or any consultants or agents as may be required, may conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion of the system or Project; make recommendations to GFD regarding the issuance of payment; receive and forward to GFD, for GFD's review and records, written warranties and related documents required by this Agreement and assembled by GSI.

G. Notwithstanding any other provision of the Proposal Documents or this Agreement, GFD or the Project Manager and/or designees, may require GSI to cease work if, in the opinion of GFD, the Project Manager, or designees, continuing the Services would be a threat to public health, safety, or governmental security.

SECTION 25 PROJECT DEFECTS

GFD shall give prompt written notice to GSI whenever GFD observes or otherwise becomes aware of any defect in the Project or other event that may substantially affect GSI's performance of the Services under this Agreement.

SECTION 26 REVIEW OF CONTRACT DOCUMENTS AND PERFORMANCE CONDITIONS

Execution of this Agreement by GSI is a representation that GSI will visit and inspect the site where the Services shall be performed, become generally familiar with local conditions under which the Services are to be performed and correlated personal observations with requirements of this Agreement.

GSI accepts the conditions at the site of the installation of the System as they eventually may be found to exist and represents that the Agreement can and will be performed under such conditions. Should the site conditions be found to be unacceptable for the intended purpose, GSI shall provide a list of requirements that must be fulfilled before work can commence. GSI shall not be responsible for latent defects in the facility but shall promptly bring them to the attention of the GFD Procurement Officer and Program Manager for resolution. "Differing Site Conditions: Price Adjustments: (1) Notice. The contractor shall promptly, and before such conditions are disturbed,

notify the Director of Public Works or the head of a Purchasing Agency of: (a) subsurface or latent physical conditions at the site differing materially from those indicated in this contract; or (b) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. (2) Adjustments of Price or Time for Performance. After receipt of such notice, the Director of Public Works or the head of a Purchasing Agency shall promptly investigate the site, and if it is found that such conditions do materially so differ and cause an increase in the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an adjustment shall be made and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. (3) Timeliness of Claim. No claim of the contractor under this clause shall be allowed unless the contractor has given the notice required in this clause; provided, however, that the time prescribed therefor may be extended by the Director of Public Works or the head of a Purchasing Agency in writing. (4) No Claim After Final Payment. No claim by the contractor for an adjustment thereunder shall be allowed if asserted after final payment under this contract. (5) Knowledge. Nothing contained in this clause shall be grounds for an adjustment in compensation if the contractor had actual knowledge of the existence of such conditions prior to the submission of bids.

SECTION 27 RESPONSIBILITY OF THE CONTRACTOR

GSI shall be responsible for the professional and technical accuracy of all Services, Equipment, and materials furnished under this Agreement. GSI shall, without additional cost to GFD, correct or revise all errors or deficiencies in its performance. GFD's review, approval, acceptance of Services, Equipment, or the System, and payment of compensation required under this Agreement shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of GSI's failure in the performance of this Agreement; and, subject to limitations of liability provided in this Agreement, GSI shall be and remain liable to GFD for all costs of any kind which may be incurred by GFD as a result of GSI's negligent performance of any Services contracted under this Agreement.

SECTION 28 SUBCONTRACTORS

A. **Subcontractor.** A subcontractor is a person or entity who has a direct contract with GSI or a higher tier subcontractor to perform a portion of the Services set forth in this Agreement.

B. **Award of Subcontracts and Other Agreements for Portions of the Services.**

1. Unless otherwise stated in this Agreement, GSI, as soon as practicable after execution of this Agreement, shall furnish in writing to GFD the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Services. GFD may reply within 14 days to GSI

in writing stating: (1) whether GFD has reasonable objection to any such proposed person or entity; or (2) that GFD requires additional time for review. Failure of GFD to reply within the 14-day period shall constitute notice of no reasonable objection.

2. GSI shall not contract with a proposed person or entity to whom GFD has made reasonable and timely objection. GSI shall not be required to contract with anyone to whom GSI has made reasonable objection.

3. GSI shall not substitute a subcontractor, person or entity previously selected if GFD makes reasonable objection to such substitution.

C. **Subcontract Relations.** By appropriate written agreement GSI shall require each subcontractor, to the extent of the Services to be performed by the subcontractor, to be bound to GSI by terms of this Agreement, and to assume toward GSI all the obligations and responsibilities, including the responsibility for safety of the subcontractor's Services, which GSI, by these Documents, assumes toward GFD. Each subcontract agreement shall preserve and protect the rights of GFD under this Agreement with respect to the Services to be performed by the subcontractor so that subcontracting thereof will not prejudice such rights. GSI shall have full responsibility under this Agreement, the Proposal Documents, conditions, Plans, and Specifications for any subcontracts which GSI may let.

D. **Subcontracts.** GSI or subcontractor shall insert in any subcontracts the clauses set forth in this Agreement, to include a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime GSI shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

SECTION 29 OWNERSHIP OF INTELLECTUAL PROPERTY

All intellectual property and proprietary rights arising by virtue of GSIs performance of the Services are and will be the sole and exclusive property of GSI, and neither ownership nor title to any such property will pass to GFD.

GFD shall own the copies of any reports produced and furnished to GFD by GSI in providing the Service ("Reports"), and GFD is granted, under GSI's copyrights, the perpetual, non-exclusive, personal and non-transferable right to reproduce and modify the Reports for GFD's own internal business purposes. For avoidance of doubt, "internal business purposes" exclude public distribution or resale to third parties and revenue generation purposes.

GSI grants to GFD the non-exclusive, personal, and non-transferable right to use any items (other than Reports) produced and furnished to GFD by GSI in providing the Services, solely for GFD's own internal business purposes during the term of this Agreement, or for such other purposes as may be mutually agreed in writing by the parties.

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ACCESS TO RECORDS AND AUDIT REVIEW

GFD and any of its authorized representatives must have the right of access to any documents, papers, or other records of GSI which are pertinent to this specific Agreement, in order to make audits, examinations, excerpts, and transcripts, and to inspect supplies and services and audit records at any GSI or proposed subcontractor's facility or place of business and perform tests both: prior to award of a contract, to determine responsibility and capability of performing any contract to be awarded under a solicitation, and to determine whether GSI's or subcontractor's facilities, supplies, or services conform to solicitation requirements; or after award, to determine whether the awarded contractor is conforming to contract requirements, and its performance is therefore acceptable. GFD also agrees to provide in advance timely notice to GSI and/or its subcontractors. This right also includes timely and reasonable access to GSI's personnel for the purpose of interview and discussion related to such documents. GSI agrees to abide by the following access, audit, and inspection terms:

A. **Access to Records and Retention.** GSI, including its subcontractors, if any, agrees that it shall maintain and retain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and relative to its cost or pricing data, and shall make such materials available at all reasonable times after submission of its Proposal, during any awarded contract term, and for three (3) years from the date of final payment under any awarded contract or for three (3) years from the date that all other pending matters are closed, whichever is later, for inspection in Guam or at any reasonable location designated by GFD or any of its authorized representatives, unless the Offeror is notified in writing by GFD to extend the retention period. If any litigation, claim, or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. Records for real property and equipment acquired with the funds from the awarded contract must be retained for three (3) years after final disposition of the real property and equipment. Each subcontract by the Offeror shall include a provision containing the conditions of this Section for any contract awarded under this solicitation.

B. **Right to Audit.** GSI shall establish and maintain a reasonable accounting system that enables GFD or any of its authorized representatives to readily identify Offeror's assets, expenses, costs of goods, and use of funds which are related to the Agreement. GFD and any of its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to its Proposal, the solicitation, or this Agreement, which are kept by or under the control of GSI, including, but not limited to those kept by GSI, its employees, agents, assigns, successors, and subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files (including bids of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back-charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. GSI shall, at all times during the term

of any awarded contract and for a period of three (3) years after the date of final payment under any awarded contract, maintain such records, together with such supporting or underlying documents and materials. GSI shall at any time requested by GFD or any of its authorized representatives, whether before, during, or after completion of an awarded contract, and at GSI's own expense make such records available for inspection and audit (including copies and extracts of records as required) by GFD and any of its authorized representatives. Such records shall be made available to GFD and any of its authorized representatives during normal business hours at GSI's office or place of business without prior notice. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for GFD and any of its authorized representatives. GSI shall ensure GFD and any of its authorized representatives has these rights with GSI's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between GSI and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of GSI's obligations to GFD. Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by GFD unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by GSI to GFD in excess of one-half of one percent (.5%) of the total contract billings, GSI shall reimburse GFD or the entity that conducted the audit for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, GFD may recoup the costs of the audit work from GSI. Any adjustments and/or payments that must be made as a result of any such audit or inspection of GSI's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of GFD's or any of its authorized representatives' findings to GSI.

C. **Right to Enter and Inspect.** GFD and any of its authorized representatives may, at any time, with reasonable notice, enter and inspect GSI's or subcontractor's facilities, place(s) of business, or any place(s) of performance of this Agreement. GFD and any of its authorized representatives may enter and inspect any Contract related plans, supplies, services, equipment, work and records at these locations which are related to the performance of this Agreement, and may conduct any testing deemed necessary to determine whether GSI's or subcontractor's compliance or conformity to the solicitation or contract requirements. Guam may enter and audit the cost or pricing data, books, and records of GSI or any subcontractor, and/or investigate in connection with an action to debar or suspend a person from consideration for award of contracts pursuant to § 9102 (Authority to Debar or Suspend) of the Guam Procurement Rules and Regulations.

SECTION 31 EMPLOYEE BENEFITS, TAXES, AND INSURANCE

GSI agrees there shall be no government of Guam employee benefits accruing to GSI under this Agreement, including, but not limited to:

1. Insurance coverage provided by GFD;

2. Participation in the government of Guam retirement system
3. Accumulation of vacation leave or sick leave; and
4. Workers Compensation coverage.

A. **Contractor Status of GSI.** GSI and its officers, agents, servants, subcontractors and employees are independent contractors performing Services for GFD, and are not employees of either GFD or the government of Guam. GSI and its officers, agents, servants and employees shall not accrue vacation or sick leave, participate in the government of Guam retirement system, insurance coverage, bonding, use of government vehicles or any other benefits accorded to government of Guam employees as a result of this Agreement. GSI agrees that GSI and its aforementioned employees, officers, directors, agents, servants, and subcontractors are not and will not become an employee, officer or Board member of GFD at any time during the duration of this Agreement, and will otherwise comply with the provisions of the Guam Procurement Law regarding ethics in public contracting (Title 5 Guam Code Annotated, Chapter 5, Article 11, and its associated rules and regulations). Nothing in this Agreement or any action taken under this Agreement shall be deemed or construed in any manner or for any purpose to evidence or establish as between GSI and GFD a relationship of partnership, agency, association, joint venture or representative, nor does this Agreement authorize any party to undertake or bind any obligation or responsibility on behalf of the other party. In addition, there shall be no withholding of taxes by GFD for GSI.

B. **Tax and Withholding Liability.** Prices set forth in a Pricing Schedule are inclusive of Guam's Business Privilege Tax and any applicable gross receipts tax. GFD will pay all other taxes, surcharges, recovery fees, customs clearances, duties, levies, shipping charges and other similar charges (and any associated interest and penalties resulting from GFD's failure to timely pay such taxes or similar charges) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent GFD provides a valid exemption certificate prior to the delivery of Services. GSI assumes responsibility for its personnel and subcontractors providing services hereunder and will make all deductions and payments for social security and withholding taxes and for contributions to employment compensation funds, employee benefits, or any other payments required by the governments of the United States and Guam, if required. GSI is responsible for paying when due any and all income taxes, gross receipts taxes or business privilege taxes, or any other taxes or assessments incurred as a result of the services performed by GSI and GSI's employees or agents under this Agreement or the compensation paid to GSI for services performed under this Agreement, unless GSI is a non-resident person or entity without a valid Guam Business License, in which case a withholding fee equal to four percent (4%) of the total dollar value of this Agreement will be withheld for the payment of Guam's Business Privilege Tax in accordance with 11 GCA § 71114 (PL 33-166).

C. **Insurance.** GSI shall maintain at GSI's expense all necessary insurance for its employees including but not limited to Workman's Compensation, Errors and Omissions, and liability insurance for each employee as required under U.S. and Guam Law and the mandates of the underlying RFP to this Agreement. GSI agrees to hold harmless and indemnify GFD, its officers, directors, employees, agents, representatives, successors and assigns, for any and all claims,

demands, costs, losses, fees, penalties, interest, or damages, including attorney's fees, which may be brought or asserted due to: (i) any injury, death, or property damage arising from the negligence or other wrongful or tortuous acts of GSI or GSI's employees, officers, contractors, directors, agents, representatives, successors, or assigns; or (ii) GSI's failure to comply with terms of this subparagraph B.

D. Wage and Benefits Compliance. GSI shall comply with all applicable federal and local laws, rules, and regulations regarding the payment of minimum wages and benefits, in particular in accordance with the Wage Determination for Guam issued and promulgated by the U.S. Department of Labor and with Guam Public Law 26-111. GSI guarantees health and similar benefits for its employees, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, as required by any applicable law. GSI further guarantees a minimum of ten (10) paid holidays per annum per employee, as required by any applicable law. GSI assumes all liability for, and hereby indemnifies GFD GCMP from, any violation of any applicable law, rule, or regulation relating to the payment of wages or benefits. In addition, this Agreement contains extension and/or renewal clauses. Therefore, at the time of any extension or renewal adjustments, there shall be a stipulation contained in the extension or renewal document stating that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the extension or renewal date shall apply, as required by any applicable law. Any renewal or extension to which this provision applies shall also contain provisions mandating health and similar benefits for employees, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor and shall contain provisions guaranteeing a minimum of six (6) paid holidays per annum per employee, as required by any applicable law.

SECTION 32 EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

GSI and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633. GSI and all subcontractors must also comply with the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b).

A. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for GSI's project activities under this Agreement. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this Agreement. In the execution of this Agreement, GSI agrees to comply with the following minimum specific requirement activities of EEO:

1. GSI will work with GFD and the Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the Agreement.

2. GSI will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

B. EEO Officer: GSI will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

C. Dissemination of Policy: All members of GSI's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, GSI's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

1. Periodic meetings of supervisory and personnel office employees will be conducted before the start of services and then periodically, at which times GSI's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

2. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of GSI's EEO obligations within thirty days following their reporting for duty with GSI.

3. All personnel who are engaged in direct recruitment for the Project will be instructed by the EEO Officer in GSI's procedures for locating and hiring minorities and women.

4. Notices and posters setting forth GSI's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

5. GSI's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

D. Recruitment: When advertising for employees, GSI will include in all advertisements for

employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project workforce would normally be derived.

1. GSI will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, GSI will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to GSI for employment consideration.

2. In the event GSI has a valid bargaining agreement providing for exclusive hiring hall referrals, GSI is expected to observe the provisions of that agreement to the extent that the system meets GSI's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates GSI to do the same, such implementation violates Federal nondiscrimination provisions.

3. GSI will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

E. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability.

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1. GSI will promptly investigate all complaints of alleged discrimination made to GSI in connection with its obligations under this Agreement, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, GSI will inform every complainant of all of their avenues of appeal.

F. **Reasonable Accommodation for Applicants/Employees with Disabilities:** GSI must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

G. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** GSI shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. GSI shall take all necessary and reasonable steps to ensure nondiscrimination

in the administration of this Agreement.

1. GSI shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this Agreement.
2. GSI will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

H. **Records and Reports:** GSI shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to GSI for all the Services under this Agreement and shall be available at reasonable times and places for inspection by authorized representatives of GFD.

1. The records kept by GSI shall document the following:
 - a. The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
 - b. The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
 - c. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
2. If required, GSI and any subcontractors will submit an annual report to GFD each July for the duration of the Project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the Services under this Agreement. The staffing data should represent the project workforce on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, GSI will be required to collect and report training data. The employment data should reflect the workforce on board during all or any part of the last payroll period preceding the end of July.

SECTION 33 NONSEGREGATED FACILITIES

GSI must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. GSI may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. GSI's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under GSI's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees.

GSI shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

SECTION 34
SAFETY: ACCIDENT PREVENTION

A. In the performance of this Agreement GSI shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation, including all pertinent regulations of the Occupational Safety and Health Administration (OSHA). GSI shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the Agreement. GSI alone shall be responsible for the safety, efficiency, and adequacy of its worksite and appliances which it controls, its methods, and for any damage which may result from their failure or their improper installation, maintenance, or operation. This Agreement does not create, and is not intended to create, a joint employment relationship between GFD, GSI and its subcontractors.

B. It is a condition of this Agreement, and shall be made a condition of each subcontract, which GSI enters into pursuant to this Agreement, that GSI and any subcontractor shall not permit any employee, in performance of the Agreement, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Agreement Services Hours and Safety Standards Act (40 U.S.C. 3704). It is acknowledged and understood that GSI, for itself and its subcontractors, reserves the right to stop work upon the discovery or occurrence of any unsafe condition. In the event such work stoppage is the result of unsafe conditions which are not caused by GSI or its subcontractors, or the remediation of which requires action over which GSI and its subcontractor does not have control, notice will be provided to GFD, its Project Manager or authorized representative thereof in order to remediate and render safe the unsafe condition; and, under such circumstances GSI and its subcontractors shall not be liable for any delay costs, direct or indirect damages or costs resulting therefrom.

C. It is a condition of this Agreement that GFD, the Project Manager or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with safety and health standards.

D. Hazardous Materials.

1. GSI is responsible for compliance with any applicable Federal, State, and local laws or requirements regarding hazardous materials. If GSI encounters a hazardous material or substance not addressed in this Agreement and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by GSI, GSI

shall, upon recognizing the condition, immediately stop Services in the affected area and report the condition to GFD and the Project Manager in writing.

2. GSI shall indemnify GFD for the cost and expense incurred up to the total value of the contract: (a) for remediation of a material or substance GSI brings to the site and negligently handles; or (b) where GSI fails to perform its obligations, except to the extent that the cost and expense are due to GFD's fault or negligence.

3. If the performance of the Services provided hereunder requires disturbance of ACM/PACM other than flooring material (surfacing/fireproofing coatings, thermal system insulation (TSI) or other suspect materials), then GSI must contact the Project Manager and request records to determine the presence, location and quantity of ACM/PACM in or adjacent to which Supplier's employees may reasonably be expected to work. At GFD's discretion, the Project Manager may supply records that indicate which areas, if any, of the premises contain ACM. If GFD does not provide records or does not know if the premises contain ACM, the material will be presumed to be asbestos containing until proven otherwise. If records regarding the presence, location, and quantity of ACM do not exist, the Project Manager may arrange for a survey of materials that may be disturbed to determine the presence, location, and quantity of asbestos. If GFD is aware that ACM or PACM is indicated in materials that may be disturbed, GFD will advise GSI of the presence, location and quantity of all known ACM and/or PACM at the work site. GSI will have no obligation to provide Services in areas of premises containing ACM and/or PACM if its work could potentially disturb the ACM/PACM, except work requiring the drilling or cutting/lifting of asbestos containing flooring in accordance with paragraph e below. Supplier will not be liable for any liquidated damages related to any delay associated with GFD's failure or delay in providing Supplier with information related to the presence, location and quantity of ACM/PACM. If ACM or PACM is indicated on GFD's premises, it is GFD's responsibility to assure that the ACM/PACM does not present a hazard while GSI conducts work operations on the premises. If it is determined that GSI's work, other than drilling or cutting/lifting of asbestos-containing flooring, will potentially disturb ACM/PACM, releasing asbestos fibers into the air, GFD must have a contractor meeting the requirements of applicable Laws remove the asbestos prior to GSI's performing work in the area.

E. **Emergencies.** In an emergency affecting safety of persons or property, GSI shall act, at GSI's discretion, to prevent threatened damage, injury or loss.

SECTION 35 DRUG-FREE WORKPLACE

A. GSI shall, within 30 days after award:

1. Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance as defined and listed in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812), and as further defined by regulation at 21

CFR 1308.11 through 1308.15, is prohibited in GSI's workplace in Guam and specifying the actions that will be taken against employees for violations of such prohibition;

2. Establish an ongoing drug-free awareness program to inform such employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. GSI's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Provide all employees engaged in performance of this Agreement with a copy of the statement required by paragraph (1) of this Section;

4. Within 30 days after receiving notice under this Section of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

- a. Taking appropriate personnel action against such employee, up to and including termination; or
- b. Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

5. Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (1) through (6) of this Section.

B. GSI, if an individual, agrees by award of this Agreement not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this Agreement.

SECTION 36 GUAM DEBARMENT

GSI will comply with the provisions of 5 GCA Chapter 5 Articles 9 and 11, subject to debarment or suspension, and that it will not employ any subcontractors who have been federally debarred or debarred by the government of Guam.

SECTION 37 TERMINATION

A. Termination for Default, Nonperformance or Delay, Damages for Delay, Time Extensions.

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

2. **GSI's Duties.** Notwithstanding termination of the Agreement and subject to any directions from GFD, GSI shall take timely, reasonable, and necessary action to protect and preserve property in the possession of GSI in which GFD and the government of Guam has an interest.

3. **Compensation.** Payment for completed supplies delivered and accepted by GFD shall be at the contract price. Payment for the protection and preservation of property shall be in an amount agreed upon by GSI and GFD; if the parties fail to agree, GFD shall set an amount subject to GSI's rights under Article 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations. GFD may withhold from amounts due GSI such sums as GFD deems to be necessary to protect GFD against loss because of outstanding liens or claims of former lien holders and to reimburse GFD for the excess costs incurred in procuring similar goods and services.

4. **Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of subcontractors, GSI shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms (including any failure by GSI to make progress in the prosecution of the work hereunder which endangers such performance) if GSI has notified GFD within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the government of Guam and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, GSI shall not be deemed to be in default, unless the supplies or services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit GSI to meet the Agreement requirements. Upon request of GSI, GFD shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, GSI's progress and performance would have met the terms of the Agreement, the delivery schedule shall be revised accordingly, subject to the rights of the government of Guam under the clause entitled (in fixed-price contracts, "Termination" for Convenience in cost-reimbursement contracts) "Termination". (As used in this Paragraph of this clause the term "subcontractor" means subcontractor at any tier.)

5. **Erroneous Termination for Default.** If, after notice of termination of GSI's right to proceed under the provisions of this clause, it is determined for any reason that GSI was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, be the same as if the notice of termination had been issued pursuant to the clause providing for termination for convenience.

6. **Additional Rights and Remedies.** The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

B. Termination for Convenience

1. GFD may, when the interest of GFD so require, terminate this Agreement in whole or in part, for the convenience of GFD or the government of Guam. GFD shall give written notice of the termination to GSI specifying the part of the Agreement terminated and when termination becomes effective.

2. GSI shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination GSI will stop work to the extent specified. GSI shall also terminate outstanding orders and subcontracts as they relate to the terminated work. GSI shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work.

3. Compensation.

a. GSI shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data to the extent required by 2 GAR, Div. 4, § 3118 (Cost or Pricing Data) of the Guam Procurement Regulations bearing on such claim. If GSI fails to file a termination claim within one year from the effective date of termination, GFD may pay GSI, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

b. GFD and GSI may agree to a settlement provided GSI has filed a termination claim supported by cost or pricing data to the extent required by 2 GAR, Div. 4, § 3118 (Cost or Pricing Data) of the Guam Procurement Regulations and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by GFD, and the contract price of the work not terminated.

c. Absent complete agreement under Paragraph 2 of this Section, GFD shall pay GSI the following amounts, provided payments agreed to under Paragraph 2 shall not duplicate payments under this Paragraph:

- i. contract prices for services accepted under the Agreement;
- ii. costs incurred in preparing to perform and performing the terminated portion of the work plus a fair and reasonable profit on such portion of the work (such profit shall not

include anticipatory profit or consequential damages) that shall be no less than the fees due for the portion of the term calculated up-through the date of termination calculated on a pro-rata basis, less amounts paid or to be paid for accepted services; provided, however, that if it appears that GSI would have sustained a loss if the entire Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;

iii. costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph 2 of this Section. These costs must not include costs paid in accordance with Paragraph 3(b) of this Section;

iv. the reasonable settlement costs of GSI including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Agreement for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this Agreement.

The total sum to be paid GSI under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of GSI reduced by the amount of payments otherwise made and the contract price of work not terminated.

d. Cost claimed, agreed to, or established under Subparagraphs (B) and (C) of this Section shall be in accordance with Article 7 (Cost Principles) of the Guam Procurement Regulations.

C. **Other Termination Rights**

1. **Materially Adverse Impact.** If GSI revises a Service Publication, the revision has a materially adverse impact on GFD and GSI does not effect revisions that remedy such materially adverse impact within 30 days after receipt of notice from GFD, then GFD may, as GFD's sole remedy, elect to terminate the affected Service Components on 30 days' notice to GSI, given not later than 90 days after GFD first learns of the revision to the Service Publication. "Materially adverse impacts" do not include changes to non-stabilized pricing, changes required by governmental authority, or assessment of or changes to additional charges such as surcharges or taxes.

2. **Fraud or Abuse.** GSI may terminate or suspend an affected Service or Service Component and, if the activity materially and adversely affects the entire Agreement, terminate or suspend the entire Agreement, immediately by providing GFD with as much advance notice as is reasonably practicable under the circumstances if GFD, in the course of breaching the Agreement: (i) commits a fraud upon GSI; (ii) uses the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses GSI's network or Service; or (v) interferes with another customer's use of GSI's network or services.

3. **Infringing Services.** If the options described in Section 49, Indemnification, subparagraph "Infringing Services" are not reasonably available, GSI may at its option terminate

the affected Services or Service Components without liability other than as stated in Section 49, Indemnification, subparagraph "GSI's Obligations."

4. Hazardous Materials. If GSI encounters any Hazardous Materials at the Site, GSI may terminate the affected Services or Service Components or may suspend performance until GFD removes and remediates the Hazardous Materials at GFD's expense in accordance with applicable law.

SECTION 38 SUSPENSION OF SERVICES

A. Suspension for Convenience. The Procurement Officer may order GSI in writing to suspend, delay, or interrupt all or any part of the services for such period of time as may be appropriate for the convenience of GFD.

B. Adjustment of Cost. If the performance of all or any part of the services is, for an unreasonable period of time, suspended, delayed, or interrupted by an act of the Procurement Officer in the administration of this Agreement, or by the failure of the Procurement Officer to act within the time specified in this Agreement (or if no time is specified, within reasonable time), an adjustment shall be made for any increase in the cost of performance of this Agreement necessarily caused by such unreasonable suspension, delay, or interruption and the Agreement modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent: (1) that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of GSI; or (2) for which an adjustment is provided for or excluded under any other provision of this Agreement.

C. Time Restriction on Claim. No claim under this clause shall be allowed: (1) for any costs incurred more than twenty (20) days before GSI shall have notified the Procurement Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and (2) Unless the claim is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment under the Agreement.

D. Adjustments of Price. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this Agreement.

SECTION 39 DISPUTES

A. GFD and GSI agree to attempt resolution of all controversies which arise under, or are by virtue of, this procurement and any resulting contract through mutual agreement. If the controversy is not resolved by mutual agreement, then GSI shall request the government in writing to issue a final decision within sixty days after receipt of the written request. If the government does not issue a written decision within sixty days after written request for a final decision, or

within such longer period as may be agreed upon by the parties, then GSI may proceed as though the government had issued a decision adverse to GSI.

B. GFD shall immediately furnish a copy of the decision to GSI, by certified mail with a return receipt requested, or by any other method that provides evidence of receipt.

C. GFD's decision shall be final and conclusive, unless fraudulent or unless GSI appeals the decision.

D. This subsection applies to appeals of GFD's decision on a dispute. For money owed by or to GFD under this Agreement, GSI shall appeal the decision in accordance with the Government Claims Act by initially filing a claim with the Office of the Attorney General no later than eighteen months after the decision is rendered by GFD or from the date when a decision should have been rendered. For all other claims by or against GFD arising under this Agreement, the Office of the Public Auditor has jurisdiction over the appeal from the decision of GFD. Appeals to the Office of the Public Auditor must be made within sixty days of GFD's decision or from the date the decision should have been made.

E. GSI shall exhaust all administrative remedies before filing an action in the Superior Court of Guam in accordance with applicable laws.

F. GSI shall comply with GFD's decision and proceed diligently with performance of the Agreement pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, the Agreement, except where GSI claims a material breach of the Agreement by GFD. However, if GFD determines in writing that continuation of services under the Agreement is essential to the public's health or safety, then GSI shall proceed diligently with performance of the Agreement notwithstanding any claim of material breach by GFD.

SECTION 40 DEFECTIVE COST OR PRICING DATA

A. **Overstated Cost or Pricing Data.** If certified cost or pricing data are subsequently found to have been inaccurate, incomplete, or non-current as of the date stated in the certificate, GFD is entitled to an adjustment of the contract price, including profit or fee or any exclusion of taxes ("Business Privilege Tax," formerly labeled "Gross Receipts Tax") pursuant to 11 GCA § 26203(k)(14) (formerly § 19543.1016) as added by 5 GCA § 5232 of the Guam Procurement Law, to exclude any significant sum by which the price, including profit or fee or any exclusion of taxes ("Business Privilege Tax," formerly labeled "Gross Receipts Tax") pursuant to 11 GCA § 26203(k)(14) (formerly § 19543.1016) as added by 5 GCA § 5232 of the Guam Procurement Law was increased because of the defective data. Judgmental errors made in good faith concerning the estimated portions of future costs or projections do not constitute defective data. It is presumed that overstated cost or pricing data increased the contract price in the amount of the defect plus related overhead and profit or fee. Therefore, unless there is a clear indication that the defective data were not used or relied upon, the price should be reduced by such amount. In establishing that

the defective data caused an increase in the contract price, the Procurement Officer is not expected to reconstruct the negotiation by speculating as to what would have been the mental attitudes of the negotiating parties if the correct data had been submitted at the time of agreement on price.

B. Off-Setting Understated Cost or Pricing Data. In determining the amount of a downward adjustment, GSI shall be entitled to an off-setting adjustment for any understated cost or pricing data submitted in support of price negotiations for the same pricing action up to the amount of GFD's claim for overstated cost or pricing data arising out of the same pricing action.

C. Dispute. If GSI and the Procurement Officer cannot agree as to the existence of the defective cost or pricing data or amount of adjustment due to defective cost or pricing data, the Procurement Officer shall set an amount in accordance with Subsections A and B of this Section and GSI may appeal this decision as a contract controversy under Article 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations.

SECTION 41 CLAIMS BASED UPON GFD'S ACTIONS OR OMISSIONS

A. Notice of Claim. If any action or omission on the part of GFD or any entity within the government of Guam, requiring performance changes within the scope of the Agreement constitutes the basis for a claim by GSI for additional compensation, damages, or an extension of time for completion, GSI shall continue with performance of the Agreement in compliance with the directions or orders of GFD, but by so doing, GSI shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

1. GSI shall have given written notice to GFD:
 - a. prior to the commencement of the work involved, if at that time, GSI knows of the occurrence of such action or omission;
 - b. within 30 days after GSI knows of the occurrence of such action or omission, if GSI did not have such knowledge prior to the commencement of the work; or
 - c. within such further time as may be allowed by GFD in writing.

This notice shall state that GSI regards the act or omission as a reason which may entitle GSI to additional compensation, damages, or an extension of time. GFD, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of GFD.

2. The notice required by Paragraph A of this Section describes as clearly as practicable at the time the reasons why GSI believes that additional compensation, damages, or an extension of time may be remedies to which GSI is entitled; and

3. GSI maintains and, upon request, makes available to GFD within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.

B. Limitations of Clause. Nothing herein contained, however, shall excuse GSI from compliance with any rules of law precluding any government of Guam officers and any contractors from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the Agreement.

SECTION 42 REMEDIES

Any dispute arising under or out of this Agreement is subject to Guam law and the provisions of Article 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations.

SECTION 43 INDEMNIFICATION

A. To the fullest extent permitted by law GSI shall indemnify and hold harmless the government of Guam, GFD, its Project Manager and its Contractors, if any, and the agents and employees of any of them, from and against third party claims, lawsuits, or other actions, alleging death or bodily injury or destruction or damage to real or tangible personal property, for all damages, losses, expenses, actions, recoveries, and judgments of every nature, including but not limited to attorneys' fees, arising out of or resulting from GSI's negligence or willful misconduct in the performance of the Services; provided, however, that this indemnity obligation shall not be construed so as to undermine or abridge any qualified or absolute immunity that the law affords to 9-1-1 providers. GSI shall indemnify the government of Guam, GFD, its Project Manager and its Contractors, if any, and the agents and employees of any of them, or any Assignee against, and hold them harmless from, any and all claims, actions, damages, including reasonable attorneys' fees, obligations, liabilities, and liens arising or imposed without the fault or negligence of GSI, in connection with any third party claim for patent, trademark, copyright, or "trade secret" infringement, imposed or incurred by or asserted against the government of Guam, GFD, its Project Manager, or their respective successors or assigns, arising out of the use of the System or Equipment; provided, however, that such infringement indemnification shall not apply where the third party claim is based on user content, or a combination or modification of the System or Equipment by an entity not subject to GSI's control. GSI shall be liable if any third-party claim, damage, loss or expense attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (including the System or any Equipment) is caused by the negligent acts or omissions of GSI, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. GSI's indemnification does not extend to liabilities caused solely by the negligence, willful misconduct, or intentional wrongdoing of the government of Guam.

B. **GSI's Obligations.** GSI agrees at its expense to defend and either to settle any third-party claim against GFD, its Affiliates and its and their respective employees and directors or to pay all damages that a court finally awards against such parties for a claim alleging that a Service provided to GFD under this Agreement infringes any patent, trademark, copyright or trade secret, but not where the claimed infringement arises out of or results from: (a) GFD's, its Affiliate's or a User's content; (b) modifications to the Service by GFD, its Affiliate or a third party, or combinations of the Service with any non-GSI services or products by GFD or others; (c) GSI's adherence to GFD's or its Affiliate's written requirements; or (d) use of a Service in violation of this Agreement.

C. **Infringing Services.** Whenever GSI is liable under this Section, GSI may at its option either procure the right for GFD to continue using, or may replace or modify, the Service so that it is non-infringing.

D. **Notice and Cooperation.** The party seeking defense or settlement of a third-party claim under this Section will provide notice to the other party promptly upon learning of any claim for which defense or settlement may be sought, but failure to do so will have no effect except to the extent the other party is prejudiced by the delay. The party seeking defense or settlement will allow the other party to control the defense and settlement of the claim and will reasonably cooperate with the defense. The defending party will use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim where relief against the party being defended is limited to monetary damages that are paid by the defending party under this Section. GSI agrees that upon written notice by GFD of the assertion of such a claim, action, damage, obligation, liability, or lien, GSI shall assume full responsibility for the defense thereof. The government of Guam shall have an opportunity to participate in the defense at its own expense with respect to attorneys' fees and costs, but not liability; particularly when there are substantial principles of government or public law involved, when litigation might create precedent affecting future governmental operations or liability, or when involvement of the government of Guam is otherwise mandated by law. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person under this Agreement.

SECTION 44 LIMITATION OF LIABILITY

A. Limitation of Liability.

1. EITHER PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR DAMAGES ON ACCOUNT OF ANY CLAIM ARISING OUT OF AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL BE:

a. FOR BODILY INJURY, DEATH OR DAMAGE TO REAL PROPERTY OR TO TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY A PARTY'S NEGLIGENCE, PROVEN DIRECT DAMAGES;

b. FOR BREACH OF CONFIDENTIAL INFORMATION, RIGHT TO PUBLICITY, OR TRADEMARKS PROVEN DIRECT DAMAGES;

c. FOR ANY THIRD-PARTY CLAIMS, THE REMEDIES AVAILABLE UNDER SECTION 49 (Indemnification);

d. FOR CLAIMS ARISING FROM THE OTHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVEN DAMAGES; OR

e. FOR CLAIMS OTHER THAN THOSE SET FORTH IN SECTION THIS SECTION, PROVEN DIRECT DAMAGES NOT TO EXCEED, ON A PER CLAIM OR AGGREGATE BASIS DURING ANY TWELVE (12) MONTH PERIOD, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES INCURRED BY CUSTOMER FOR THE AFFECTED SERVICE IN THE RELEVANT COUNTRY DURING THE THREE (3) MONTHS PRECEDING THE MONTH IN WHICH THE CLAIM AROSE.

2. EXCEPT AS SET FORTH IN SECTION 49 (Indemnification) OR IN THE CASE OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS.

3. THE LIMITATIONS IN THIS SECTION SHALL NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT.

B. Disclaimer of Liability. GSI WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR ANY SERVICE ERROR OR INTERRUPTION, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 OR OTHER EMERGENCY RESPONSE CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR CREDITS EXPLICITLY SET FORTH IN THIS AGREEMENT); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S (OR ITS AFFILIATES', USERS' OR THIRD PARTIES') APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.

C. Application and Survival. The disclaimer of limitations of liability set forth in this Agreement will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages and will apply so as to limit the liability of each party and its Affiliates and their respective employees, directors, subcontractors and suppliers. The limitations of liability and disclaimers set out in this Section 6 will survive failure of any exclusive remedies provided in this Agreement.

**SECTION 45
GOVERNING LAW**

Except to the extent United States federal law is applicable, 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 Guam. GSI expressly recognizes that the Government Claims Act (Title 5 of the Guam Code Annotated, Chapter 6) applies with respect only to claims of money owed by or to GSI against the Government, if the claim arises out of or in connection with this Agreement. GSI also expressly recognizes that all other claims by GSI against the Government are subject to the Guam Procurement Law (Title 5 of the Guam Code Annotated, Chapter 5).

**SECTION 46
COMPLIANCE WITH LAWS**

Each party will comply with all applicable laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction.

**SECTION 47
CONSENT TO JURISDICTION**

GSI hereby expressly consents to the jurisdiction and venue of Guam with respect to any protest or dispute resolution, and the forum of the courts of Guam with respect to any and all claims which may arise by reason of this Agreement, except as otherwise may be provided by Guam Procurement Law. GSI waives any and all rights it may otherwise have to contest the same or to proceed with any claims arising by reason of this Agreement in a different jurisdiction, forum, or venue.

**SECTION 48
GOVERNMENT NOT LIABLE**

GFD and the government of Guam shall not be liable to GSI for any services performed by GSI prior to the approval of this Agreement by the Procurement Officer and GSI hereby expressly waives any and all claims for compensation for acts performed in expectation of this Agreement prior to its approval by the Governor of Guam.

**SECTION 49
ASSIGNMENT OF AGREEMENT**

It is expressly acknowledged that GSI is solely responsible for the fulfillment of its duties and obligations under this Agreement, regardless of whether GSI utilizes one or more subcontractors for such purpose. The right and interest of GSI under this Agreement (including, but not limited to, GSI's right to or interest in any part of or all payments under this Agreement) may not be assigned, transferred or subcontracted to any other person, firm, corporation or other entity,

whether by agreement, merger, operation of law or otherwise, without the prior express written consent of GFD. In the event of a permissive subcontract or assignment of this Agreement by GSI, GSI agrees that any subcontractors retained by GSI or assignees shall be subject to all provisions of this Agreement. Notwithstanding the foregoing, GSI may, without GFD's consent, assign its rights and obligations under this Agreement to an GSI Affiliate that controls, is controlled by, or is under common control with GSI, or subcontract to such an Affiliate or a third party work to be performed under this Agreement, but GSI will in each such case remain financially responsible for the performance of such obligations. If GFD does not provide its written consent to an assignment, then this Agreement will be terminated for convenience in accordance with Section 43 B, Termination for Convenience.

SECTION 50 SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon, and inure to the benefit of the Parties hereto and their respective successors, assigns, and transferees, except as otherwise provided for under the terms of this Agreement.

SECTION 51 STATUTORY INTEREST

Interest on amounts ultimately determined to be due to Contractor or the government of Guam or OAG shall be payable at the statutory rate applicable to judgments from the date the claim arose through the date of decision or judgment, whichever is later.

SECTION 52 MANDATORY PROHIBITIONS

A. Prohibition of Gratuities, Kickbacks, and Favors.

Gratuities. It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

Kickbacks. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime GSI or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

Favors to the government of Guam. It shall be a breach of ethical standards for any person who is or may become a contractor, a subcontractor under a contract to the prime contractor or higher tier contractor, or any person associated therewith, to offer, give or agree to give any employee or agent of the government of Guam or for any employee or agent of the government of Guam to solicit or accept from any such person or entity or agent thereof, a favor or gratuity on behalf of the government of Guam whether or not such favor or gratuity may be considered a reimbursable expense of the government of Guam, during the pendency of any matter related to procurement, including contract performance warranty periods.

B. Prohibition of Contingent Fees. It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a government of Guam contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

SECTION 53 CONTRACTOR'S ETHICAL WARRANTIES

A. Warranty against Employment of Sex Offenders. GSI warrants that: (1) no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated or of an offense defined in Article 2 of Chapter 28 of Title 9 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, shall provide services on behalf of GSI while on government of Guam property, with the exception of public highways; and (2) that if any person providing services on behalf of GSI is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry at any time during the performance of the contract, that such person will be immediately removed from working on government property and GSI warrants that it will notify the Director of the AGENCY within twenty-four (24) hours of such conviction. If GSI is found to be in violation of any of the provisions of this paragraph, then GFD will give notice to GSI to take corrective action. GSI shall take corrective action within twenty-four (24) hours of notice from GFD, and GSI shall notify GFD when action has been taken. If GSI fails to take corrective steps within twenty-four (24) hours of notice from GFD, then GFD in its sole discretion may temporarily suspend this Agreement.

B. Covenant against Contingent Fees. GSI represents that it has not retained a person to solicit or secure a government of Guam contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

C. Representation Regarding Gratuities, Kickbacks, and Favors. GSI represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities, kickbacks, and favors set forth in the Guam Procurement Law.

D. **Ethical Standard.** GSI represents that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article 11 (Ethics in Public Contracting) of the Guam Procurement Law and in Article 11 of the government of Guam Procurement Regulations.

SECTION 54 LICENSES

GSI shall be required to obtain all permits and comply with all Federal and Guam laws applicable to its professional licensing and the provision of the System, any Equipment and Services to GFD and the government of Guam. GFD and the government of Guam shall provide assistance and cooperation, when possible, in accordance with "Cooperation with the Contractor" Section of this Agreement, GSI represents that it is fully licensed to do business in Guam to render the Services to be provided herein. GSI shall provide a copy of all required permits and its current, appropriate business licenses or a statement of exemption pursuant to Title 11 of the Guam Code Annotated §§ 70126 and 70130 within thirty (30) days of the issuance of the NTP.

SECTION 55 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to its subject matter. This Agreement supersedes all other agreements, proposals, representations, statements and understandings, whether written or oral, concerning the Services and Equipment or the rights and obligations relating to the Services and Equipment, and the parties disclaim any reliance thereon. This Agreement will not be modified or supplemented by any written or oral statements, proposals, representations, advertisements, service descriptions or purchase order forms not expressly set forth in this Agreement.

SECTION 56 SEVERABILITY

In the event that any provisions of this Agreement shall be held to be invalid and/or unenforceable, the remaining provisions shall be valid and binding upon the Parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

SECTION 57 COMPUTATION OF TIME

Unless specifically stated otherwise, whenever this Agreement, the Agreement Documents, or the Proposal Documents provide for a time period of ten (10) days or fewer, weekends and government of Guam holidays are not included in the computation. When this Agreement, the Agreement

Documents, or the Proposal Documents provide for a time period of more than ten (10) days, weekends and government of Guam holidays are to be included in the computation.

SECTION 58 NOTICE

All notices, requests, demands and other communications (collectively, "Notices") or any other communication required under this Agreement shall be in writing and shall have been deemed to have been duly given if delivered in person to the contact person named herein, placed in the U.S. mail, certified mail, return receipt requested, or by commercial courier or delivery service which provides a delivery tracking feature, addressed as follows:

GSI:

ATTN: Todd Wilson

510 Spring Street, Suite 200

Herndon, VA 20170

With Copy to Contracts & Legal: Jean Marceau Lohier, CPCM, CFCM, NCMA Fellow

GFD:

ATTN: Deputy Chief Joey C. San Nicolas

238 Archbishop Flores Street

DNA Building, Suite 1001

Hagatna, Guam 96910

Said Notices shall be deemed given on the earlier of (a) actual receipt; or (b) ten (10) business days following the date such notices are delivered in person to the above-named contact person, deposited in the U.S. Mail, properly addressed and sent via certified mail or placed with a commercial courier or delivery service. If the last day of any notice period falls on a Saturday, Sunday, or federal holiday, such notice period shall be extended to the next regular business day. Either party may change the address or designated person for receiving Notices by providing notice to the other party in accordance with this Section.

GSI shall be responsible for giving all notices to GFD, the Project Manager, or any third parties required by law, in accordance with the Agreement Documents, Proposal Documents and/or the Agreement. If GSI observes that the Agreement is at variation with any laws, ordinances, rules, or regulations, GSI must promptly notify GFD in writing as set forth in this section, and any necessary changes shall be adjusted by change order in accordance with the terms of this Agreement.

SECTION 59 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

Title 5 GCA Chapter 37, the False Claims and Whistleblower Act applies to this Agreement and to all GSI's actions pertaining to this Agreement. The False Claims and Whistleblower Act was passed as Public Law 34-116, Chapter III, Section 20 (lapsed into law August 24, 2018) and

codified at Title 5 GCA Chapter 37.

**SECTION 60
TRANSMISSION OF DATA IN DIGITAL FORM**

If the parties intend to transmit any information or documentation in digital form, they shall establish necessary protocols governing such transmissions, unless otherwise already provided in this Agreement.

**SECTION 61
PUBLICITY**

Neither party may issue any public statements or announcements relating to the terms of this Agreement or to the provision of Services without the prior written consent of the other party.

**SECTION 62
TRADEMARKS**

Each party agrees not to display or use, in advertising or otherwise, any of the other party's trade names, logos, trademarks, service marks or other indicia of origin without the other party's prior written consent, which consent may be revoked at any time by notice.

**SECTION 63
CONFIDENTIAL INFORMATION**

A. **Confidential Information.** Confidential Information means: (a) information the parties or their Affiliates share with each other in connection with this Agreement or in anticipation of providing Services under this Agreement (including pricing or other proposals), but only to the extent identified as Confidential Information in writing; and (b) except as may be required by applicable law or regulation, the terms of this Agreement.

B. **Obligations.** A disclosing party's Confidential Information will, for a period of 3 years following its disclosure to the other party (except in the case of software, for which the period is indefinite): (a) not be disclosed, except to the receiving party's employees, agents and contractors having a need-to-know (but only if such agents and contractors are not direct competitors of the other party and agree in writing to use and disclosure restrictions as restrictive as this Section 5) or to the extent authorized to be revealed by law, governmental authority or legal process (but only if such disclosure is limited to that which is so authorized and prompt notice is provided to the disclosing party to the extent practicable and not prohibited by law, governmental authority or legal process); (b) be held in confidence; and (c) be used only for purposes of using the Services, evaluating proposals for new services or performing this Agreement (including in the case of GSI to detect fraud, to check quality and to operate, maintain and enhance the network and Services).

C. **Exceptions.** The restrictions in this Section 5 will not apply to any information that: (a) is independently developed by the receiving party without use of the disclosing party's Confidential Information; (b) is lawfully received by the receiving party free of any obligation to keep it confidential; or (c) becomes generally available to the public other than by breach of this Agreement.

D. **Privacy.** Each party is responsible for complying with the privacy laws applicable to its business. GSI shall require its personnel, agents and contractors around the world who process Customer Personal Data to protect Customer Personal Data in accordance with the data protection laws and regulations applicable to GSI's business. If GFD does not want GSI to comprehend Customer data to which it may have access in performing Services, GFD must encrypt such data so that it will be unintelligible. GFD is responsible for obtaining consent from and giving notice to its Users, employees and agents regarding GFD's and GSI's collection and use of the User, employee or agent information in connection with a Service. GFD will only make accessible or provide Customer Personal Data to GSI when it has the legal authority to do so. Unless otherwise directed by GFD in writing, if GSI designates a dedicated account representative as GFD's primary contact with GSI, GFD authorizes that representative to discuss and disclose GFD's customer proprietary network information to any employee or agent of GFD without a need for further authentication or authorization.

SECTION 64 COUNTERPARTS

This agreement may be signed by the parties hereto in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart by one party to the other may be made by electronic transmission.

IN WITNESS HEREOF, the parties hereto have executed this Agreement.

Tyto Government Solutions, Inc.

GUAM FIRE DEPARTMENT

Todd A. Wilson

[Signature]

TODD A. WILSON
Associate Director, Program Management
Tyto Government Solutions, Inc.
Date: 2 June 2021

DANIEL C. STONE
Chief
Guam Fire Department
Date: 8 JUNE 2021

[Signature]

WILLIAM A. LANTZY
Senior Vice President
Tyto Government Solutions, Inc.
Date: 6/2/2021

Jean Marceau Lohier, CPCM, CFCM, NCMA Fellow

JEAN M. LOHIER, CPCM, CFCM, NCMA Fellow
Director of Contracts
Tyto Government Solutions, Inc.
Date: June 2, 2021

CERTIFIED FUNDS AVAILABLE
Contract Price for First Year of Agreement: **\$2,982,147.30**

[Signature]

DANIEL J. HATTIG
Administrative Services Officer
Guam Fire Department
Cost Center: G/L - Account #: 5281C214280ES283-230
Date: 6/8/2021

APPROVED AS TO LEGALITY AND FORM:

APPROVED:

[Signature]

[Signature]

LEEVIN TAITANO CAMACHO
Attorney General of Guam

LOURDES A. LEON GUERRERO
Governor of Guam

Date: 7/19/21

Date: 7/14/2021

GFD 17-0210

ATTACHMENT A
GSI PRICING SCHEDULE

Guam Fire Dept 911 RMS
AT&T Pricing No. FY2019-0280 / ROME Num: 1-A4Y4SXP
Period of Performance: 01/01/2020 through 12/31/2022



USE AND DISCLOSURE OF DATA

The Offeror has carefully reviewed all data included in this proposal with regard to its potential release in response to the Freedom of Information Act requests. Those data which are believed to be exempt from mandatory disclosure under Exemption 4 of the Freedom of Information Act (5 U.S.C. 552(b)(4)) are contained on the pages enumerated in the NOTICE set forth below. Release of those data, which are considered trade secrets, would provide competitors with valuable insights into the Offeror's operations and as a result would cause the Offeror to suffer substantial competitive harm. Such data is also protected from disclosure under The Trade Secrets Act, 18 U.S.C. 1905.

NOTICE

Data included in this response shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this response. However, if a contract is awarded to AT&T as a result of, or in connection with the submission of these data, the Government shall have the right to duplicate, use or disclose the data to the extent provided in the contract. This restriction does not limit the Government's right to use information contained in the response if it is obtainable from another source without restriction. The data subject to this restriction are contained in all pages of AT&T's response bearing the "Use and disclosure" legend.

ITEM NO	SERVICES	QUANTITY	UNIT Lot	UNIT PRICE	AMOUNT
Subtask A	Guam Fire Department Deployment FFP Circuit Turn-up and Cutover to Emergency Dispatch Center, which shall include all Labor and Materials necessary to deploy 911-RMS infrastructure.	12	Mo	\$240,178.94	\$2,882,147.30
Subtask B	Guam Fire Department Sustainment Option Yr. 1 FFP Sustainment for the 911- RMS including all Labor and Materials	12	Mo	\$ 94,521.78	\$1,134,261.40
Subtask C	Guam Fire Department Sustainment Option Yr. 2 FFP Sustainment for the 911- RMS including all Labor and Materials	12	Mo	\$94,649.97	\$1,135,799.68
Subtask D	Travel FFP Annual Onsite Technical Support	12	Mo	\$7,554.49	\$ 100,000.00
Subtask E	Travel - Option Year 1 FFP Annual Onsite Technical Support	12	Mo	\$4,683.18	\$ 56,198.17
Subtask F	Travel - Option Year 2 FFP Annual Onsite Technical Support	12	Mo	\$4,682.78	\$ 56,193.30

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Date:
Company Name
Site

12/2/2019
Guam Fire Department
Guam Fire Department

Guam Fire Department - Deployment Costs - Base Year

Call Handling 911-RMS					
Item	Description - Deployment Services	QTY	Non-Recurring Cost		Extended Non-Recurring Costs
911ERS	Network Based NextGen Emergency Routing Service	64	\$ 100.00		\$ 6,400.00
911ERSN	Integrated Emergency Response Service, agent services	10	\$ 12,962.00		\$ 129,620.00
911MNG	Managed Net Gateway Service	27	\$ 126.75		\$ 3,422.25
911MRSIP	Managed NextGen 9-1-1 IP PSAP Network Termination	8	\$ 390.00		\$ 3,120.00
911CMR	Call Metrics Reporting, initial instance per agency.	1	\$ 195.00		\$ 195.00
911CMRA	Call Metrics Reporting, each additional instance.	2	\$ 97.50		\$ 195.00
911ERS10	Emergency Response Service, basic, up to 10 positions	1	\$ 5,655.00		\$ 5,655.00
911NCCNE	NCCNE	1	\$ 800,000.00		\$ -
SUBTOTAL					\$ 148,607.25
Vendors					
Caliber - CAD		1	\$ 1,163,576.00		\$ 1,163,576.00
RedSky - Network Call Routing		1	\$ -		\$ -
Solacom - Dispatch Workstations/Software/Call Handling		1	\$ 883,172.31		\$ 883,172.31
M80- Furniture / Space Refurbishment		1	\$ 84,945.34		\$ 84,945.34
SUBTOTAL					\$ 2,131,693.65

AT&T GSI	AT&T GSI	Hours	Rate	Extended	NRC
AT&T GSI Labor	Program Manager	416	\$ 232.83	N/A	\$ 96,857.28
AT&T GSI Labor	Project Manager	1040	\$ 156.41	N/A	\$ 162,666.40
AT&T GSI Labor	IA Manager	40	\$ 143.02	N/A	\$ 5,720.80
AT&T GSI Labor	Service Executive	96	\$ 239.17	N/A	\$ 22,960.32
AT&T GSI Labor	Telephony Expert	1040	\$ 91.72	N/A	\$ 95,388.80
AT&T GSI Labor	Telephony Expert I	1040	\$ 145.44	N/A	\$ 151,257.60
AT&T GSI Labor	Project Control	416	\$ 100.95	N/A	\$ 41,995.20
SUBTOTAL					\$ 576,846.40

Bandwidth Connectivity					
Item	Description				NRC
WAN/Esnet	Guam Fire Department Network Cost				\$25,000.00
SUBTOTAL					\$25,000.00

Total Annual Costs					\$2,882,147.30
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Travel SubTask D					
Travel	Annual Onsite Technical Support				\$ 100,000.00



Date: 12/2/2019
 Company Name: Guam Fire Department
 Site: Guam Fire Department

Guam Fire Department - Sustainment Costs Option Year 1

Call Handling 911-RMS					
Item	Description	QTY		MRC	Extended Monthly Recurring Cost
911ERS	Network Based NextGen Emergency Routing Service	64		\$ 10.00	\$ 640.00
911ERSN	Integrated Emergency Response Service, agent services	10		\$ 149.00	\$ 1,490.00
911MNG	Managed Net Gateway Service	27		\$ 39.00	\$ 1,053.00
911TERM	Local Line Svc per line	8		\$ 13.65	\$ 109.20
911MRSIP	Managed NextGen 9-1-1 IP PSAP Network Termination Service	8		\$ 422.18	\$ 3,377.44
911MDS	Media Delivery Service	10		\$ 22.00	\$ 220.00
911CMR	Call Metrics Reporting, initial instance per agency.	1		\$ 277.88	\$ 277.88
911CMRA	Call Metrics Reporting, each additional instance.	2		\$ 29.25	\$ 58.50
911ERS10	Emergency Response Service, basic, up to 10 positions	1		\$ 19.50	\$ 19.50
911NCCNE	NCCNE	1		\$ 10,000.00	\$ 10,000.00
SUBTOTAL					\$ 17,245.52
Vendors					
				Annual Cost	Monthly Recurring Cost
Caliber - CAD		12	\$ -	\$ 140,513.64	\$ 11,709.47
RedSky - Network Call Routing		12	\$ -	\$ -	\$ -
Solacom - Dispatch Workstations/Software/Call		12	\$ -	\$ 343,391.56	\$ 28,615.96
M80- Furniture / Space Refurbishment		12	\$ -	\$ 1,375.68	\$ 114.64
S					40,440.07

AT&T GSI	AT&T GSI	Hours	Rate	Extended	Monthly Recurring Cost
AT&T GSI Labor	Program Manager	0.0000	\$ 238.93	N/A	\$ -
AT&T GSI Labor	Project Manager	8.0000	\$ 160.51	N/A	\$ 1,284.08
AT&T GSI Labor	IA Manager	4.0000	\$ 146.77	N/A	\$ 587.08
AT&T GSI Labor	Telephony Expert	25.0000	\$ 94.11	N/A	\$ 2,352.75
AT&T GSI Labor	Telephony Expert I	0.0000	\$ 149.24	N/A	\$ -
AT&T GSI Labor	Training	2.0000	\$ 98.98	N/A	\$ 197.96
AT&T GSI Labor	Project Control	4.0000	\$ 103.58	N/A	\$ 414.32
SUBTOTAL		43			\$ 4,836.19

Bandwidth Connectivity					
Item	Description				Monthly Recurring Cost
WAN/Esnet	Guam Fire Department Network Cost				\$32,000.00
SUBTOTAL					\$32,000.00
Total Monthly Recurring					\$ 94,521.78
Total Annual Cost					\$ 1,134,261.40

Travel SubTask E					
Travel	Annual Onsite Technical Support				\$ 56,198.17



Date: 12/2/2019
 Company Name: Guam Fire Department
 Site: Guam Fire Department

Guam Fire Department Sustainment Costs Option Year 2

Call Handling 911-RMS					
Item	Description	QTY		MRC	Extended Monthly Recurring Cost
911ERS	Network Based NextGen Emergency Routing Service	64		\$ 10.00	\$ 640.00
911ERSN	Integrated Emergency Response Service, agent services	10		\$ 149.00	\$ 1,490.00
911MNG	Managed Net Gateway Service	27		\$ 39.00	\$ 1,053.00
911TERM	Local Line Svc per line	8		\$ 13.65	\$ 109.20
911MRSIP	Managed NextGen 9-1-1 IP PSAP Network Termination Service	8		\$ 422.18	\$ 3,377.44
911MDS	Media Delivery Service	10		\$ 22.00	\$ 220.00
911CMR	Call Metrics Reporting, initial instance per agency.	1		\$ 277.88	\$ 277.88
911CMRA	Call Metrics Reporting, each additional instance.	2		\$ 29.25	\$ 58.50
911ERS10	Emergency Response Service, basic, up to 10 positions	1		\$ 19.50	\$ 19.50
911NCCNE	NCCNE	1		\$ 10,000.00	\$ 10,000.00
SUBTOTAL					\$ 17,245.52
Vendors					
				Annual	Monthly Recurring Cost
Caliber - CAD		12	\$ -	\$ 140,513.52	\$ 11,709.46
RedSky - Network Call Routing		12	\$ -	\$ -	\$ -
Solacom - Dispatch Workstations/Software/Call		12	\$ -	\$ 343,391.56	\$ 28,615.96
M80- Furniture / Space Refurbishment		12	\$ -	\$ 1,375.68	\$ 114.64
S					40,440.06

AT&T GSI	AT&T GSI	Hours	Rate	Extended	Monthly Recurring Cost
AT&T GSI Labor	Program Manager	0.0000	\$ 245.26	N/A	\$ -
AT&T GSI Labor	Project Manager	8.0000	\$ 164.76	N/A	\$ 1,318.08
AT&T GSI Labor	IA Manager	4.0000	\$ 150.65	N/A	\$ 602.60
AT&T GSI Labor	Telephony Expert	25.0000	\$ 96.61	N/A	\$ 2,415.25
AT&T GSI Labor	Telephony Expert I	0.0000	\$ 153.23	N/A	\$ -
AT&T GSI Labor	Training	2.0000	\$ 101.59	N/A	\$ 203.18
AT&T GSI Labor	Project Control	4.0000	\$ 106.32	N/A	\$ 425.28
SUBTOTAL					43
S					4,964.39

Bandwidth Connectivity					
Item	Description				Monthly Recurring Cost
WAN/Esnet	Guam Fire Department Network Cost				\$32,000.00
SUBTOTAL					\$32,000.00
Total Monthly Recurring					\$94,649.97
Total Annual Cost					\$ 1,135,799.68

Travel SubTask F					
Travel	Annual Onsite Technical Support				\$ 56,193.30



GUAM FIRE DEPARTMENT
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Eddie Baza Calvo
Governor

Joey C. San Nicolas
Fire Chief

Ray Tenorio
Lt. Governor

COPY

May 23, 2017

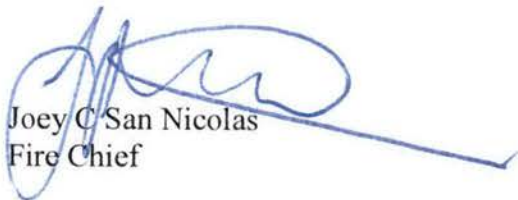
MEMORANDUM

To: Frank Lujan, Chief Information Officer, Office of Technology
 From: Joey C. San Nicolas, Fire Chief, Guam Fire Department
 Subject: NG9-1-1 Project Proposal

Hafa Adai,

As per 5 GCA Section 20208, I am hereby submitting the project proposal for the NG9-1-1 platform on behalf of the Guam Fire Department. The attached proposal is for your review, input, and approval.

Please feel free to contact me if you have any questions or concerns.


 Joey C San Nicolas
 Fire Chief

*Rec'd
 6/2/17
 Alim...*

NG9-1-1 PROJECT PROPOSAL

INTRODUCTION/HISTORY

Guam's 9-1-1 System was created in 1991 pursuant to Public Law (PL) 21-61 under the auspices of the Guam Office of Civil Defense (OCD). In March 1996, PL 23-77 transferred this responsibility to the Guam Fire Department (GFD), even while the system remained located at OCD. During this period, the GFD was utilizing the Computer Enhanced Law Enforcement System (CELES) operated by an AS400 server with backup.

This system did provide limited Computer Aided Dispatch (CAD) features that were used by personnel assigned. In 1999 PL 25- 55 (E9-1-1 Act) authorized the 9-1-1 surcharge specifically to fund a more enhanced emergency system with the technology, equipment, and personnel necessary to improve the service. As a result, the GFD decided to purchase an Enhanced 9-1-1 (E9-1-1) system and to hire civilian Emergency Medical Dispatchers (EMDs) to replace the uniformed personnel assigned to 9-1-1 at the time.

CURRENT ENVIRONMENT

The Government of Guam (GovGuam) is using a Motorola Centralink 2000 E9-1-1 System as its PSAP. The E9-1-1 System was originally installed in 2000 at the Tiyan, Barrigada site (the former Naval Air Station or NAS). In March of 2010 it was relocated back to the Guam Homeland Security/Office of Civil Defense (GHS/OCD) facility in Agana Heights. The GovGuam E9-1-1 System has six answering positions and is integrated in with a Motorola Centracom Gold Elite Console System for two-way radio dispatch and a NICE WordNet 3 Recorder for recording both two-way radio dispatch and E9-1-1 calls. Currently the GovGuam E9-1-1 System has five 9-1-1 trunk lines interfaced to it.

BUSINESS NEED

There is a need for a new, more capable system that will allow the general public to send text, images, video, and other data to PSAPs, in addition to making 9-1-1 calls—capabilities that are increasingly common in mobile communications devices and vehicles. The GFD is seeking an integrated NG 9-1-1 platform that greatly expands on the capabilities of our current system.

INTENT

The Government of Guam seeks to enter into a contract for a hosted Next Gen 9-1-1 service in which the contractor will own the 9-1-1 platform, service and maintain the system, and periodically upgrade the system to the latest official NENA 9-1-1 standards. System upgrades, at no additional cost, will be scheduled at a time and frequency mutually acceptable to the Guam Fire Department and the chosen contractor. In addition, the option to purchase shall be available to the Guam Fire Department at any time throughout the contract period.

It is desired that the proposed system is a hosted in a cloud environment and shall be capable of hosting multiple remote PSAPs in multiple jurisdictions. Given the geographic location of Guam and susceptibility to natural disasters, it is not acceptable for the system to rely on any aspect of functionality that requires connectivity to the Continental United States. Therefore, all components of the Next Gen 9-1-1 platform must be located on Guam.

VISION

The vision of the GFD is that the NG9-1-1 and existing CAD platform will provide the foundation for emergency services as our island advances technologically and our people become more mobile; ultimately enabling us to provide assistance when 9-1-1 calls are made from the many types of communication devices presently available.

- No single component included in the proposed system shall create a single point of failure for the system, either individually or as a whole.
- Provide manual input of telephone numbers in case of ANI failure in order to receive Automatic Location Identification (ALI) display.
- Provide the fastest possible transfer of emergency calls to other agencies to be determined at the time of installation. Star Codes to transfer ANI/ALI information on wireless calls is a required system feature.
- The system shall allocate logical system resources, and call handling rules on a per agency basis.
- The solution shall meet the applicable standards that make up the NG9-1-1 system.
- The system shall support the creation of multiple agencies in the system allowing the allocation of lines and resources on a per agency basis.
- The system shall allow for flexible rules based call routing using different gateways in different locations, including automated fail-over in case a gateway is temporarily unavailable.
- System equipment shall be certified to the ISO 9001:2008 Standard
- The Guam Fire Department intends to be able to handle NG9-1-1 compliant calls (instant messaging, cellular phone texting, multi-media messaging, video messaging and non-human initiated calls (i.e. alarms and vehicle emergency devices)) in the future, potentially before national standards are fully adopted. NG9-1-1 shall be defined NENA, APCO, FCC, UL, Telcordia and where applicable (e.g., text to 9-1-1), ATIS standards and system shall comply with these standards.
- Vendor provided Project Management Team for program planning, direction, structure and controls in order to provide superior service and to ensure strict adherence to all contract requirements and specifications.

COST-BENEFIT

The current E9-1-1 platform has been experiencing numerous failures throughout the years, resulting in high repair costs to the Department. Additionally, because of the age of the system, many of the parts needed to maintain are obsolete or quickly becoming obsolete. Along with the need for current upgrades, the need to purchase a new system is imperative.

After extensive consideration, the Guam Fire Department seeks to enter into a contract for a hosted NG 9-1-1 service in which the contractor will own the NG9-1-1 platform, service and maintain the system, and periodically upgrade the system to the latest official NENA 9-1-1 standards. Currently, the specifications and contractual requirements for a NG9-1-1 and CAD platform that will fulfill the needs of the Department have been formulated and are in the process of being reviewed.

The Guam Fire Department has requested authorization to commit part of the E9-1-1 surcharge funds, as outlined in P.L. 32-181, to fund the contract term. Cost for this contract, taken from estimates of similar NG9-1-1/CAD platforms, is estimated at \$2.1M, or approximately \$420,000 per year. It is assumed, based on the revenues generated since its inception; that the E9-1-1 fund can be support this endeavor.



**OFFICE OF TECHNOLOGY
GOVERNMENT OF GUAM**
(GUBETNOMENTON GUAHAN)
DEPARTMENT OF ADMINISTRATION
(DIPATTAMENTON ATMENESTRASION)

Post Office Box 884 • Hagatna, Guam 96932



**OFFICE OF TECHNOLOGY
GOVERNMENT OF GUAM**

Eddie Baza Calvo
Governor
Ray Tenorio
Lieutenant Governor

Frank LG Lujan, Jr
Chief Technology Officer
Joseph Manibusan
Data Processing Manager

August 25, 2017

TO: Joey C. Can Nicolas, Fire Chief, Guam Fire Department
FROM: Frank L.G. Lujan, Jr., Chief Technology Officer
SUBJECT: Next Generation 9-1-1 RFP

Hafa Adai Chief,

Attached is a draft of the NG 9-1-1 RFP in MS Word. I have made a few minor modifications to the wording as discussed in our earlier meeting this morning. As per 5 GCA Section 20208, I have reviewed your submission and am hereby approving the content, scope, and intent of this RFP.

I am looking forward to working with you and the GFD team in the successful acquisition and implementation of a next generation solution that will benefit our island citizens and save precious lives.

Feel free to contact me should you have any questions or concerns at (671) 635-4500 or email me at frank.lujan@otech.guam.gov.

Senseramente,


Frank L.G. Lujan, Jr.
CTO

Attachments: NG 9-1-1 RFP Draft
Cc: Director DOA
emailed



Eddie Baza Calvo
Governor

Ray Tenorio
Lt. Governor

GUAM FIRE DEPARTMENT
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FILE COPY



Joey C. San Nicolas
Fire Chief

October 2, 2017

TO: Christine Baleto, Director, Department of Administration

FROM: Joey San Nicolas, Fire Chief, Guam Fire Department

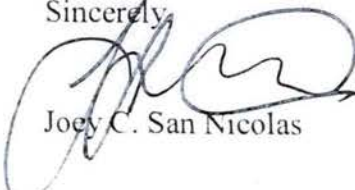
SUBJECT: Request for Report

The Government of Guam seeks to enter into a contract for a hosted Next Gen 9-1-1 service in which the contractor will own the 9-1-1 platform, service and maintain the system, and periodically upgrade the system to the latest official NENA 9-1-1 standards. System upgrades, at no additional cost, will be scheduled at a time and frequency mutually acceptable to the Guam Fire Department and the chosen contractor. In addition, the option to purchase shall be available to the Guam Fire Department at any time throughout the contract period.

It is desired that the proposed system is a hosted in a cloud environment and shall be capable of hosting multiple remote PSAPs in multiple jurisdictions. Given the geographic location of Guam and susceptibility to natural disasters, it is not acceptable for the system to rely on any aspect of functionality that requires connectivity to the Continental United States. Therefore, all components of the Next Gen 9-1-1 platform must be located on Guam.

The Guam Fire Department is requesting that DOA report on the availability of personnel and resources to provide the services for this project under the proposed contract, including government employees, retirees and representatives who have expertise in this particular field. Please respond as soon as possible to this request.

Sincerely,


Joey C. San Nicolas

DEPARTMENT OF ADMINISTRATION

OCT 02 2017
la 11:33
DIRECTOR'S OFFICE

FILE COPY



Eddie Baza Calvo
Governor
Ray Tenorio
Lieutenant Governor

GOVERNMENT OF GUÁHAN
(GUBETNAMENTON GUÁHAN)

DEPARTMENT OF ADMINISTRATION
(DIPATTAMENTON ATMENESTRASION)

HUMAN RESOURCES DIVISION
(Dibision Inadilanto Yan Guinaha Para Taotao)
Post Office Box 884 * Hagåtña, Guam 96932
TEL: (671) 475-1132/1288 * FAX: (671) 477-3671

RECEIVED




Christine W. Baieto
Director
Vincent P. Arriola
Deputy Director

FXI
10/17/17

HRD NO.: OG-17-1040

OCT 17 2017

MEMORANDUM

To: Fire Chief, Guam Fire Department 

From: Director, Department of Administration

Subject: Request for Report

Buenas yan Háfa Adai! This is in response to your memorandum dated October 2, 2017, requesting a report on the availability of personnel and resources to provide the services for the Next Gen 9-1-1 (NG9-1-1) service project.

In accordance with the provisions of 2 GAR Div. 4 §3114(c)(2), our office has conducted a review in an effort to comply with your request and we have concluded that we do not have the personnel or resources within our line agencies that are immediately available to meet the requirements of the services described in your October 2nd memorandum. Therefore, the Guam Fire Department may proceed with the request for proposals for the Next Gen 9-1-1 (NG9-1-1) service project.

If you have any questions or require further information, please do not hesitate to contact our Classification and Pay Branch at 475-1131/1219. *Dángkolo na Agradesimientol!*


SHANE G. NGATA



GUAM FIRE DEPARTMENT
DIPATTAMENTON GUAFI GUAHAN
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Eddie Baza Calvo
Governor

Joey C. San Nicolas
Deputy Fire Chief

Ray Tenorio
Lt. Governor

October 31, 2017

MEMORANDUM

TO: Procurement Record

FROM: Procurement Officer

SUBJECT: Determination Regarding Need to Use Competitive Selection Procedures
RE: Procurement of Services for NG9-1-1 System (GFD-RFP-No. 2017-001)

STATEMENT OF FINDINGS:

1. This Determination of Need is issued pursuant to 5 GCA § 5249(e) and 2 GAR, Div. 4, §3114(c), which require a written Determination of Need justifying the use of competitive selection procedures.
2. In order satisfy Guam Fire Department mandates and objectives, the Guam Fire Department is required to operate a 9-1-1 call center to receive and make emergency calls and dispatch response units accordingly.
3. These 9-1-1 centers require complicated technical design, installation, and application, all of which is best done by a professional firm.
4. A reasonable inquiry has been conducted, including requesting the personnel department to report on the availability of personnel to provide the required services. The Government of Guam's personnel consists of various government employees, retirees and representatives who do not have expertise in this particular field, and the Government of Guam has neither the personnel nor resources to perform the services required under the proposed contract.
5. Therefore, the Government needs the expertise of a company or firm capable of providing the Guam Fire Department and the Government of Guam with the hosting, design, installation, and maintenance of a NG9-1-1 platform.
6. Therefore, the Guam Fire Department intends to issue an RFP to solicit services under a negotiated contract that allows an individual or company to install, maintain, and update the required hardware and software required of the NG9-1-1 system. Because the in-house

capabilities of the Guam Fire Department are insufficient to address the specialized expertise needed for a project this complex in nature, it is more economical to engage these services by contract, and such a contract is in the public interest.

7. The estimated total cost over the life of this contract is \$2.1M.
8. Funding through the Guam Fire Department E911 Fund is available for this contract.

CONCLUSIONS:

1. The Fire Chief of the Guam Fire Department has determined that the Guam Fire Department has a need to acquire the services specified in 2 GAR, Div. 4, §3114(a).
2. The Guam Fire Department finds that it is necessary to issue a Request for Proposals ("RFP") to obtain proposals from prospective individuals and companies to host, design, install, and maintain a NG9-1-1 platform in a fashion that satisfies Guam Fire Department objectives.
3. The Guam Fire Department proposes to allow a contractor to provide services for a term up to three years, with two possible options to extend the contract for a total period of five years.
4. A contract will be prepared once negotiations with the successful offeror have concluded. Since the contract will require the offeror to carry out various responsibilities, including, but not limited to those listed below, proposals must indicate concurrence with paying the costs for and carrying out the major responsibilities listed below:

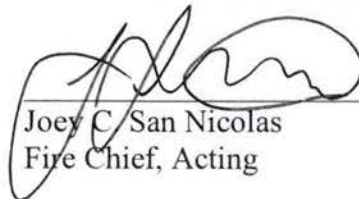
In addition to the technical specifications, at a minimum, the vendor-supplied systems solicited via the RFP for a Next Generation 9-1-1 System must meet the following criteria:

- Provide a virtual, redundant, geo-diverse and highly available environment hosted by a Vendor that is offered as an NG9-1-1 and dispatch software-as-a-service or equivalent which has sufficient capability and capacity to provide full system operation for current and future needs of GFD.
- Provide an answering point for all emergency 9-1-1 calls with Automatic Location Identification (ALI) provided for all call types supported in current NENA standards using existing CAMA circuits.
- Enable no cost migration to a NG9-1-1 call taking solution as standards develop.
- Be flexible and scalable.
- Include and implement NG9-1-1 MIS solution.
- Include and implement NG9-1-1 Mapping and Dispatch (CAD) solution.
- Be capable of integrating with local jurisdictions' logging recorders and telephony systems as specified by each individual PSAP.

- No single component included in the proposed system shall create a single point of failure for the system, either individually or as a whole.
- Provide manual input of telephone numbers in case of ANI failure in order to receive Automatic Location Identification (ALI) display.
- Provide the fastest possible transfer of emergency calls to other agencies to be determined at the time of installation. Star Codes to transfer ANI/ALI information on wireless calls is a required system feature.
- The system shall allocate logical system resources, and call handling rules on a per agency basis.
- The solution shall meet the applicable standards that make up the NG9-1-1 system.
- The system shall support the creation of multiple agencies in the system allowing the allocation of lines and resources on a per agency basis.
- The system shall allow for flexible rules based call routing using different gateways in different locations, including automated fail-over in case a gateway is temporarily unavailable.
- System equipment shall be certified to the ISO 9001:2008 Standard
- The Guam Fire Department intends to be able to handle NG9-1-1 compliant calls (instant messaging, cellular phone texting, multi-media messaging, video messaging and non-human initiated calls (i.e. alarms and vehicle emergency devices)) in the future, potentially before national standards are fully adopted. NG9-1-1 shall be defined NENA, APCO, FCC, UL, Telcordia and where applicable (e.g., text to 9-1-1), ATIS standards and system shall comply with these standards.
- Vendor provided Project Management Team for program planning, direction, structure and controls in order to provide superior service and to ensure strict adherence to all contract requirements and specifications.

The proposed contract will leave room for open competition after a reasonable amount of time has passed under the circumstances.

5. The Guam Fire Department has developed, and fully intends to implement, a written plan for utilizing these services, which will be included in the contractual statement of work.



Joey C. San Nicolas
Fire Chief, Acting

DECLARATION RE COMPLIANCE WITH 5 GCA § 5150

I, Jay C. San Nicolas, make this declaration on 22 FEB 2017
[print name clearly] [enter today's date]
regarding Procurement No. _____, and do hereby **certify under penalty of perjury that:**
[enter procurement no.]

(1) I am the procurement officer (Chief Procurement Officer; Director of Public Works; or head of a purchasing agency) for this procurement;

(2) I have caused an estimate to be made of the cost of the services or supplies being procured, and for which a contract will be entered into or a purchase order will be issued, whichever is appropriate as the case may be;

(3) My estimate of the total cost of the contract or purchase order, whichever is appropriate as the case may be, is [please check one]:

less than \$500,000; or


\$500,000 or more;

(4) If the total estimated cost of the procurement is \$500,000 or more, I understand that I must be advised by legal counsel designated by the Attorney General (which may be an Assistant Attorney General or other legal counsel designated as Special Assistant Attorney General ("SAAG") under 5 GCA § 5150) during each and every phase of the procurement process, beginning with the planning stage and before any request for proposal or invitation to bid is issued or notice published, or before any sole source procurement or emergency procurement is undertaken;

(5) If the total estimated cost of the procurement is \$500,000 or more, I understand I may not proceed with any phase of the procurement unless I have been advised by an Assistant Attorney General or a SAAG to proceed;

(6) If the total estimated cost of the procurement is less than \$500,000 initially when the procurement is begun, but the total cost increases to \$500,000 or more at some later point in time, I understand I must contact the Attorney General's Office as soon as I become aware that the procurement will actually cost \$500,000 or more, and that I may not proceed further without the assistance of the Attorney General's Office or a SAAG; and

(7) I understand if I do not comply with the requirements of 5 GCA § 5150 and the Attorney General's Office or a SAAG has not acted as legal counsel during all phases of a procurement estimated to cost \$500,000 or more, the Attorney General or SAAG may disapprove the contract, or the procurement may be subject to cancellation, or any award, contract or purchase order made or entered into may be subject to termination.


[Declarant's Signature]



COPY

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Eddie Baza Calvo
Governor

Joey C. San Nicolas
Deputy Fire Chief

Ray Tenorio
Lt. Governor

AUG 20 2018

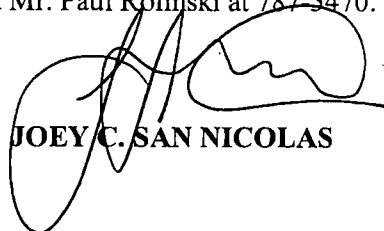
TO: Frank L.G. Lujan, Jr., Chief Technology Officer
Office of Technology, Government of Guam

FROM: Deputy Fire Chief

SUBJECT: Draft Request for Proposal – Next Generation 9-1-1

Buenas yan Hafa Adai! Guam Fire Department (GFD) hereby submits this draft Request for Proposals for Professional Next Generation 9-1-1 and Integrated CAD System, Design, Installation, and Maintenance Services for review prior to publication pursuant to 5 GCA Section 12.101(a). This draft Request for Proposals is related to GFD's planned procurement of a major information technology project.

If you require further information please contact Mr. Paul Rolinski at 787-5470. *Si Yu'us Ma'ase.*


JOEY C. SAN NICOLAS

Received
[Signature]
8/20/2018
9:53 AM

RECEIVED
7/8 8/20/18
1014



**OFFICE OF TECHNOLOGY
GOVERNMENT OF GUAM**
(GUBETNOMENTON GUAHAN)
DEPARTMENT OF ADMINISTRATION
(DIPATTAMENTON ATMENESTRASION)

Post Office Box 884 • Hagatna, Guam 96932



Eddie Baza Calvo
Governor
Ray Tenorio
Lieutenant Governor

Frank L.G. Lujan, Jr.
Chief Technology Officer
Joseph Manibusan
Data Processing Manager

September 3, 2018

TO: Joey C. Can Nicolas, Fire Chief, Guam Fire Department *9/3/18*
FROM: Frank L.G. Lujan, Jr., Chief Technology Officer
SUBJECT: Next Generation 9-1-1/ Integrated CAD RFP# GFD-001-2018 Draft Review
Hafa Adai Chief,

Attached is a revised draft of the NG 9-1-1 RFP in MS Word and PDF. I have made the following observations since my last review in August of 2017:

- The content volume had significantly changed from 4 pages to now over 80 pages
- An integrated Computer Aided Dispatch (CAD) has been added to the scope of work

I recommend enumerating this version to 2.0. I made the following general changes to the document:

- Added a table of contents. The elements of the table of contents on both the word and pdf form can now link to the pages that the reader/evaluator wishes to edit or view.
- Structured the document with four levels of headings to help in constructing the table of contents
- Redesigned the cover page for the RFP, and added appropriate branding logos to headers and footers
- Added pages to insert the required AG forms content for the RFP
- Reformatted the CAD portion of the scope of work in order to enumerate the numerous features more clearly
- Deleted references to "county" and changed to GovGuam or village (light blue highlight)

Although, I am not an SME for CAD and NG9-1-1, in general, I am open to approving this submitted form of the RFP pending the following items:

- On pp 75 of the original there is an ambiguous reference to General Manager. It is now on pp 82 of the revised draft. Please explain or revise.
- On pp 76 of the original there is an implied list of technical literature and reference material referenced. I would like to have that list cited and would like to review. The list should be cited around pp 83 of the revised document.

RECEIVED
DS 9/4/18 300



OFFICE OF TECHNOLOGY
GOVERNMENT OF GUAM
(GUBETNOMENTON GUAHAN)
DEPARTMENT OF ADMINISTRATION
(DIPATTAMENTON ATMENESTRASION)

Post Office Box 884 • Hagatna, Guam 96932



Eddie Baza Calvo
Governor

Ray Tenorio
Lieutenant Governor

Frank LG Lujan, Jr
Chief Technology Officer

Joseph Manibusan
Data Processing Manager

Chief, I will not claim to validate all of the detail in the features delineated in the scope of work of this draft RFP, however the general Information Technology (IT) narratives are present and are acceptable. I look for areas of system security, high availability, resilience, and sustainability. I do see these elements in this draft.

I am looking forward to working with you and the GFD team in the successful acquisition and implementation of a next generation solution that will benefit our island citizens and save precious lives.

Feel free to contact me should you have any questions or concerns at (671) 635-4500 or email me at frank.lujan@otech.guam.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Frank L.G. Lujan, Jr.", written over the typed name and title.

Frank L.G. Lujan, Jr.
CTO

Attachments: NG 9-1-1 / Integrated CAD RFP Draft
Cc: Paul Rolinski - GFD
emailed



Paul S Rolinski <paul.rolinski@gfd.guam.gov>

GFD RFP 001-2019

1 message

Paul S Rolinski <paul.rolinski@gfd.guam.gov>
To: jlimtiaco@pacificunlimitedguam.com

Thu, Feb 14, 2019 at 2:22 PM

Thank you for your interest in RFP #GFD-001-2019. GFD declines your request for an extension of the Proposal submission deadline of March 1, 2019. No extension of the Proposal deadline is warranted based on the reasons stated in your request. Cost or pricing data are not required to be submitted with any Offeror's Proposal. Subcontracts are also not required to be submitted with any Offeror's Proposal. These items should not be submitted with the Proposal, and they are not due on March 1, 2019. In addition, this request was not properly or timely submitted pursuant to the terms of the RFP. Please follow the instructions in the RFP for all questions and communications.

Paul Rolinski
**E-911 Emergency Medical Dispatcher Supervisor/
M.I.S - I.T./Radio Communications Officer**
Guam Fire Department
Contact: 787-5470

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Eddie Baza Calvo
Governor

Ray Tenorio
Lt. Governor

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Joey C. San Nicolas
Deputy Fire Chief

DETERMINATION RE: USE OF MULTI-TERM CONTRACT

MEMORANDUM

TO: Procurement Record
FROM: Procurement Officer
DATE: February 22, 2018
RE: RFP No. GFD 001-2018 re: Procurement of Next Generation 9-1-1 Service
SUBJECT: Determination Regarding the Use of Multi-Term Contract

STATEMENT OF FINDINGS:


1. The Procurement Law provides at 5 GCA 5327(b) that prior to using a multi-year contract, the Government of Guam must make a written determination: (a) that the estimated requirements cover the period of the contract; (b) that the furnishing of long-term services is required to meet the Government's needs; and (c) that such contract serves the best interests of Guam by encouraging competition or by promoting economy in government procurement.
2. The NG9-1-1 System requires technical assistance in the design, engineering, installation, operation, and support of all equipment, software and materials necessary to convert Guam's Enhanced 9-1-1 (E9-1-1) System from its current fixed telephony-based system to upgraded Next Generation 9-1-1 Services as well as ensuring that such equipment, software and materials are inspected, managed, and maintained in good working order for the term of the Agreement.
3. The NG9-1-1 System requires programmatic evaluation, assessment, strategic planning, technical assistance, development and implementation of the NG9-1-1 Systems, as well as long-term maintenance and operation of the new system.
4. Therefore, the government needs the assistance of a professional or professional firm with the degree of professional, technical, and support GFD requires to effectuate the design, installation and seamless transition from the current 911 system to an NG9-1-1 system.
5. The professional or professional firm selected will gain unique and invaluable knowledge and experience during its first year of the contract which will serve the government best

if the professional or professional firm is able to repeat the performance of its services to the government of Guam, particularly with regard to continued maintenance and operation of the NG9-1-1 System.

6. Competition will be fostered by use of a multi-term contract, because firms which are not willing or able to compete because of the high start-up costs or capital investment in the project will be encouraged to participate in the competition when they are assured of recouping such costs during the period of contract performance.
7. If the contract with the selected professional or professional firm is for more than one year, the GFD will not have to conduct a procurement for the services annually, which can be a protracted and expensive undertaking; therefore, the cost and burden of contract solicitation, award, and administration of the procurement may be reduced.

STATEMENT OF CONCLUSIONS:

1. The Guam Fire Department determines that the selected professional or professional firm should be contracted for three years with possible extensions of up to two years. These estimated requirements cover the period of the contract and are required to meet the Government's needs for the project.
2. The Guam Fire Department determines that a three-year contract with possible renewals of up to two years with the selected professional or professional firm will best serve the government's needs by encouraging effective competition and allowing the selected professional or professional firm to absorb high start-up costs and make full assessments of the existing operational systems in order to develop and implement the conversion of the current E911 System to an NG9-1-1 System and to comply with GFD mandates.
3. The Guam Fire Department also determines that a multi-year contract best serves the government's needs because it will promote economy in the Government's procurement for this project and save the Guam Fire Department time, labor, and other precious resources by avoiding unnecessary or duplicative procurements for professional services annually, and the cost and burden of contract solicitation, award, and administration of the procurement will be reduced.



JOEY C. SAN NICOLAS
Acting Fire Chief, Guam Fire Department



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Eddie Baza Calvo
Governor

Joey C. San Nicolas
Deputy Fire Chief

Ray Tenorio
Lt. Governor

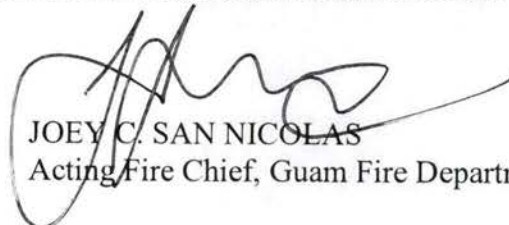
DETERMINATION RE: TYPE OF CONTRACT

MEMORANDUM

TO: Procurement Record
FROM: Procurement Officer
DATE: February 22, 2018
RE: RFP No. GFD-001-2018 re: Procurement of Next Generation 9-1-1 Services
SUBJECT: Determination Regarding the Type of Contract to be Offered

STATEMENT OF FINDINGS:

The type of contract to be offered for this Request for Proposals is a Lease with Option to Purchase. It has been determined that the use of this type of contract is in the best interests of Guam.


JOEY C. SAN NICOLAS
Acting Fire Chief, Guam Fire Department



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DETERMINATION FOR INSTALLMENT PAYMENTS

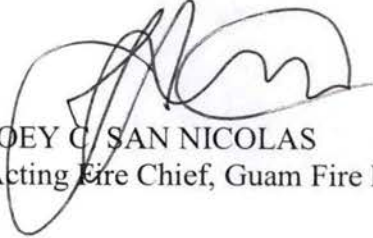
MEMORANDUM

TO: Procurement Record
FROM: Procurement Officer
DATE: February 22, 2018
RE: RFP No. GFD 001-2018 re: Procurement of Next Generation 9-1-1 Services
SUBJECT: Determination to Use Installment Payments

STATEMENT OF FINDINGS:

1. This Determination for Installment Payments is issued pursuant to 2 GARR, Div. 4, § 3106, which requires written determination when a proposed contract solicitation will allow installment payments.
2. It is in Guam Fire Department's best interest to enter a contract offering progressive installment payments for this particular project. This type of payment is offered to achieve economy and not to avoid budgetary restraints. The Acting Fire Chief has ensured that statutory or other prohibitions are not violated by use of installment provisions and that all budgetary, funding, or other required prior approvals are obtained.

I have caused this determination to be placed within the procurement file for solicitation RFP#GFD 001-2018.


JOEY C. SAN NICOLAS
Acting Fire Chief, Guam Fire Department

**ASSIGNED RECORD KEEPER
PHYSICAL PROCUREMENT RECORD**

This Document is to be signed by the Assigned Employee and the Procurement Officer at the very beginning of the procurement and placed in the Physical Procurement Record binder behind Tab 21. The integrity of the procurement requires that after the initial planning of the need for the procurement, a Physical Procurement Record ("the Record") must be maintained by the agency at all times.

Procurement: GFD-001-2019

Assigned Employee: PAUL S. ROLINSKI, EMD SUPERVISOR

Physical Location of the Record: Guam Fire Department Headquarters, Ste. 1001, DNA Building, Hagatna, GU
Can the Record be locked and secured: Yes.

Concurrent maintenance of communication log: (it is recommended that this be done through handwritten entries with original initials and date for each entry, current in time with the activity).

Record of Meetings: (date, time, subject matter, meeting notes, name of participants including government employees).

All Other Items Required to Be Kept in the Procurement Record under Guam Procurement Laws and Regulations: (see 5 GCA §§ 5247.1, 5248, and 5249).

The assigned employee and the physical location of the record may be changed through a new Assigned Record Keeper Physical Procurement Record form signed and dated prior to the transfer of responsibilities or location of file.

Although other employees in the agency may be involved with the communications, meeting and individual documents and processes in the procurement, it is the responsibility of the Assigned Record Keeper of the Physical Procurement Record to maintain the record at all times pertinent to this procurement. The Assigned Record Keeper of the Physical Procurement Record should track, obtain, and timely update the Record as to any communications or documents that co-workers create or that come in to their possession during the procurement.

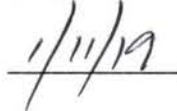
Statement of Director:

I hereby assign the above responsibilities to the undersigned employee, although as Procurement Officer, I remain responsible for my certification of the Record, and the record process until completion of the procurement.

Director Procurement Officer

Date:


JOEY C. SAN NICOLAS
Acting Fire Chief


1/11/19

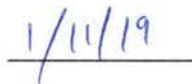
Statement of Employee:

I have read this form and accept the responsibility assigned to me for this Record. There are to be no lost or misplaced public procurement records. The failure to keep any public procurement records for this procurement may result in cancellation of the solicitation. The Record shall be maintained and always available for public inspection.

Employee:

Date:


PAUL S. ROLINSKI


1/11/19

Entry:
Date Placed in Procurement Record _____
Person Placing It in the Record _____



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Lourdes A. Leon Guerrero
Governor

Daniel C. Stone
Acting Fire Chief

Joshua F. Tenorio
Lt. Governor

DETERMINATION TO AMEND REQUEST FOR PROPOSALS


MEMORANDUM

TO: Procurement Record
FROM: Procurement Officer
DATE: January 29, 2018
RE: RFP #GFD-001-2019 re: Procurement of Next Generation 9-1-1 Services
SUBJECT: Determination to Amend Request for Proposals

STATEMENT OF FINDINGS:

1. On or before January 25, 2019, GFD received timely written questions regarding RFP #GFD-001-2019. These questions included a question regarding the accuracy of *Request for Proposals Section VI, Affidavit Re: No Gratuities or Kickbacks (AG Form 004), p. 88*, which contained duplicate language from Request for Proposals Section IV, Affidavit Disclosing Ownership and Commissions (AG Form 002).
2. It is the best interests of GFD, the government of Guam, and the people of Guam to amend this solicitation to replace *Request for Proposals Section VI, Affidavit Re: No Gratuities or Kickbacks (AG Form 004), p. 88*, which contained duplicate language from Request for Proposals Section IV, Affidavit Disclosing Ownership and Commissions (AG Form 002) with a new *Request for Proposals Section VI, (Amended) Affidavit Re: No Gratuities or Kickbacks (AG Form 004), p. 88*, to ensure that the solicitation contains the correct documentation and affidavits required pursuant to 5 GCA § 5150.

I have caused this determination to be placed within the procurement file for solicitation RFP #GFD-001-2019.


Daniel C. Stone
Acting Fire Chief, Guam Fire Department



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Lourdes A. Leon Guerrero
Governor – Maga'håga

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Maga'låhi Guafi

Joshua F. Tenorio
Lieutenant Governor – Sigundo Maga'låhi

Joey C. San Nicolas
Sigundo Maga'låhi

DETERMINATION REGARDING OUTSIDE COMMUNICATION

MEMORANDUM

TO: Procurement Record
FROM: Procurement Officer
DATE: April 9, 2019
RE: RFP No. GFD-001-2019 re: Procurement of Professional Services for the Design, Installation, Operation, and Maintenance of a Next Generation 9-1-1 System and Integrated CAD System
SUBJECT: Determination Regarding Outside Communication

STATEMENT OF FINDINGS:

1. This Determination Regarding Outside Communication is issued pursuant to 5 GCA § 5249(a) and (b). 5 GCA § 5249(a) and (b) require all procuring agencies to keep a record indicating the date, time, subject matter, and names of participant at any meeting that includes government employees regarding the procurement. Additionally, the record shall contain a log of all communications between government employees and any member of the public, potential bidder, vendor or manufacturer that is related to the procurement.

2. On April 4, 2019, the Guam Fire Department (GFD) received information provided by Haig Huynh, a government employee outside of GFD, that he received a communication from a member of the public or representative of a potential vendor, Robert Kelley, regarding RFP No. GFD-001-2019. He also informed GFD that another government employee outside of GFD, Anthony Babauta, received a communication from Robert Kelley regarding RFP No. GFD-001-2019. These communications occurred outside of the presence or knowledge of any GFD employee, and outside of the presence or knowledge of the single point of contact for the RFP. The communications provided to GFD are attached to this Determination.

3. Haig Huynh is not an employee of GFD, and is not subject to GFD's oversight or authority. Haig Huynh has not personally or substantially participated in this matter; and he has no official responsibility for this procurement, as he is not involved in the procurement process for RFP No. GFD-001-2019. Further, Haig Huynh will have no direct or indirect participation in the determination to award any contract pursuant to RFP No. GFD-001-2019.

4. Anthony Babauta is not an employee of GFD, and is not subject to GFD's oversight or authority. Anthony Babauta has not personally or substantially participated in this matter; and he has no official responsibility for this procurement, as he is not involved in the procurement process for RFP No. GFD-001-2019. Further, Anthony Babauta will have no direct or indirect participation in the determination to award any contract pursuant to RFP No. GFD-001-2019.

5. It is in GFD's best interest to continue with the procurement of the professional services in RFP No. GFD-001-2019. These communications were unilaterally transmitted to government employees by a member of the public or a potential bidder, and occurred outside the knowledge or consent of GFD. GFD finds that these outside communications will have no effect on GFD's decision, approval, disapproval, recommendation, or preparation of any part of this solicitation, or the award of any contract pursuant to this solicitation; nor have the communications influenced the content of any specification or procurement standard or any other administrative function of GFD in relation to this procurement.

In order to document these outside communications to the best of GFD's ability in accordance with 5 GCA § 5249(a) and (b), I have caused this information and Determination to be placed within the Procurement Record for solicitation RFP No. GFD-001-2019.



Daniel C. Stone
Fire Chief, Guam Fire Department

Attachments: E-mail Communication from Robert Kelley to Haig Huynh
Letter from Robert Kelley to Anthony Babauta



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Lieutenant Governor – Sigundo Maga'låhi

Joey C. San Nicolas
Sigundo Maga'låhi

DETERMINATION TO ACCEPT AND APPROVE ACQUISITION

MEMORANDUM

TO: Procurement Record
FROM: Procurement Officer
DATE: May 28, 2021
RE: RFP No. GFD-001-2019 re: Procurement of *Next Generation 911 System and Computer Aided Dispatch System (NG9-1-1 System)*
SUBJECT: Determination to Accept and Approve Acquisition

STATEMENT OF FINDINGS:

1. On May 19, 2021, the Guam Fire Department (GFD) Single Point of Contact received a communication from the Best Qualified Offeror stating that the Best Qualified Offeror's company, AT&T Government Solutions, Inc. (AT&T GSI) has been acquired by Tyto Athene, LLC in a corporate purchase. The new name of the Best Qualified Offeror is Tyto Government Solutions, Inc. (Tyto GSI), which is a wholly-owned subsidiary of Tyto Athene, LLC.
2. This corporate acquisition occurred on April 1, 2021. Tyto Athene, LLC is an IT services and solutions company that offers full-service systems integration and a wide range of network services and solutions including the design, installation, and support of Hybrid Cloud-based Enterprise Unified Communications, Voice, 5G and NextGen Infrastructure. <https://gotyto.com/about/>.
3. The GFD has reviewed the ability, qualifications, and experience of the new acquiring company for the proposed project. It is hereby determined that the credentials, experience, and qualifications of the acquiring company are acceptable and reasonable, and that the ability, qualifications, experience, and key personnel of the Best Qualified Offeror remain unchanged from the Proposal, and remain unchanged for the proposed project, with the exception of one newly hired employee, whose qualifications have been reviewed and found acceptable and satisfactory for this project.
4. The GFD has further reviewed and considered whether the corporate acquisition has affected any of the conditions reasonably related to whether the Proposal and products or source of the products offered by the Best Qualified Offeror continue to meet the standards specified for



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DETERMINATION TO ACCEPT AND APPROVE ACQUISITION

MEMORANDUM

TO: Procurement Record
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4. The GFD has further reviewed and considered whether the corporate acquisition has affected any of the conditions reasonably related to whether the Proposal and products or source of the products offered by the Best Qualified Offeror continue to meet the standards specified for

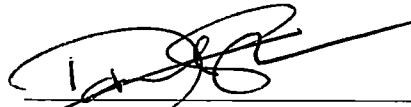
qualification for this procurement, and determines that there has been no change to the Best Qualified Offeror's Proposal. All previously offered products and services are still offered; no conditions of meeting the qualification requirements have changed; and there are no design, source, or performance changes to the Best Qualified Offeror's Proposal or the negotiated price and contractual terms.

5. The GFD also reviewed the Proposal and Cost or Pricing Data submitted by the Best Qualified Offeror and has determined that there are no changes to the Best Qualified Offeror's contractual record of past performance of similar work, and that the contractual cost or pricing data submitted remain accurate, complete, and current as of the date of this Determination.

5. There is no violation of law involved in the solicitation or award of this contract, and the Best Qualified Offeror with whom negotiations occurred has not acted fraudulently or in bad faith. There is no prejudice to GFD, the government of Guam, or other offerors caused by the corporate acquisition.

6. It is in the best interests of the people of Guam, the government of Guam, and the GFD to accept, approve, and affirm this corporate acquisition for the purposes of this procurement, as it does not cause prejudice to any other prospective offerors, and the corporate acquisition had no effect on the price, quantity, quality, delivery, contractual conditions, conditions of the solicitation, the Best Qualified Offeror's Proposal, or any other conditions of the procurement.

I have caused this determination to be placed within the procurement file for solicitation RFP No. GFD-001-2019.



Daniel C. Stone
Fire Chief
The Guam Fire Department