

PURSUANT TO AMENDMENT NO. 4 ISSUED ON JANUARY 27, 2023, THIS DOCUMENT SUPERSEDES THE ORIGINAL IFB ISSUED ON JANUARY 17, 2023.

### **INVITATION FOR BID**

# UNIFIED COMMUNICATIONS as a SERVICE (UCaaS) SOLUTION

**GVB IFB 2023-001** 

**AMENDED JANUARY 27, 2023** 





GUAM VISITORS BUREAU INVITATION FOR BID					
IFB Number:	IFB Title:				
GVB IFB 2023-001	UNIFIED COMMUNICATIONS as a SERVICE (UCaaS) SOLUTION				
IFB Due Date and Time: February 15, 2023; 3:00 p.m. ChST February 22, 2023; 3:00 p.m. ChST	Number of Pages: 48; affidavits and forms included in this package.				
	SSUING AGENCY INFORMATION				
GUAM VISITORS BUREAU	Issue Date: January 17, 2023				
Carl T. C. Gutierrez President and CEO	401 Pale San Vitores Road Tumon, Guam 96913 Phone: (671) 646-5278 Fax: (671) 646-8861 Website: www.guamvisitorsbureau.com				
INSTRUCTIONS TO BIDDERS					
Delivery of Bid  By U.S. Mail or Deliver Only to the attention of  Carl T. C. Gutierrez  President and CEO  Guam Visitors Bureau  401 Pale San Vitores Road  Tumon, Guam 96913	(UCaaS) SOLUTION IFB Number: GVB IFB 2023-001 IFB Due Date: February 15, 2023; 3:00 p.m. ChST February 22, 2023; 3:00 p.m. ChST  Special Instructions: Please process proposal submission in accordance with the Notice/Instructions to Bidders. Failure to do so will mean disqualification and rejection of bid.				
PERSON AUTHORIZED TO BIND COMPANY SHALL COMPLETE INFORMATION BELOW  AND RETURN THIS COVERSHEET WITH IFB RESPONSE  (Failure to do so will result in disqualification)					
Bidder Name/Mailing Address:	Authorized Bidder Signatory:				
Bidder Title:	(PLEASE PRINT NAME AND SIGN IN INK)  Bidder Email Address:				
Bidder Telephone Number:	Bidder FAX Number:				

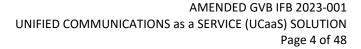




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#### **BIDDER'S IFB CHECKLIST**

The 10 Most Critical Things to Keep in Mind When Responding to an IFB for GVB 1. READ THE ENTIRE DOCUMENT. Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; contract requirements. 2. NOTE THE PROCUREMENT OFFICER'S NAME, ADDRESS, PHONE NUMBERS AND E-MAIL ADDRESS. This is the only person you are allowed to communicate with regarding the IFB and is an excellent source of information for any questions you may have. 3. ATTEND THE PRE-BID CONFERENCE, IF SCHEDULED. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify GVB of any ambiguities, inconsistencies, or errors in the IFB. TAKE ADVANTAGE OF THE "QUESTION AND ANSWER" PERIOD. Submit your written questions to the procurement officer 4. by the due date listed in the Invitation for Bid and view the answers given. Should an addendum be required, GVB will issue a formal "addendum" for the IFB. All addenda issued for an IFB are posted on GVB's website. 5. FOLLOW THE FORMAT REQUIRED IN THE IFB WHEN PREPARING YOUR RESPONSE. Provide point-by-point responses to all sections in a clear and concise manner. PROVIDE COMPLETE ANSWERS/DESCRIPTION. Read and answer all questions and requirements. Do not assume GVB or evaluation committee will know what your company capabilities are or what items/services you can provide, 6. even if you have previously contracted with GVB. The bids are evaluated based solely on the information and materials provided in your response. 7. Use the forms provided, i.e., cover page, "ALL" Affidavit forms, etc. CHECK THE GVB WEBSITE FOR IFB ADDENDA. Before submitting your response, check the GVB website at 8. www.guamvisitorsbureau.com to see whether any addenda were issued for the IFB. If so, you must submit a signed copy of the addendum for each addendum issued along with your IFB response. REVIEW AND READ THE IFB DOCUMENT AGAIN to make sure that you have addressed all requirements. Your original 9. response and the requested copies must be identical and be complete. The copies are provided to the evaluation committee members and will be used to score your response. 10. Submit your response on time. Note all the dates and times listed in the Invitation for Bid and within the document. Be sure to submit all required items on time. Late bid responses are never accepted.

This checklist is provided for assistance only and should not be submitted with the Bidder's Response. Failure to comply with any part of the instructions to bidders will result in disqualification as non-responsive and/or non-responsible.





SECTION I INVITATION FOR BID

### UNIFIED COMMUNICATIONS as a SERVICE (UCaaS) SOLUTION GVB IFB 2023-001

The Guam Visitors Bureau ("GVB"), a public, non-stock, non-profit, membership corporation, requires a Contractor to provide a UNIFIED COMMUNICATIONS as a SERVICE (UCaaS) SOLUTIONS for office operations. GVB is soliciting for a multi-term single contract lease and maintenance agreement for sixty (60) months, beginning year 1 with the contract signing date as the start date until the end of the fiscal year (September 30, 2023) and renewable annually for the next four consecutive fiscal years until the expiration of the agreement term and based upon availability of funds (2 GAR Div 4 §3119 and §3121), according to the following schedule:

Tuesday, January 17, 2023	Bid Documents (USB format) available at GVB office or via the GVB website
Friday, January 20, 2023	Pre-Bid Conference & Site Inspection. Attendance is highly
Wednesday, January 25, 2023 (Amendment 1)	encouraged.
	Deadline to submit written questions (GVB will respond to all
<del>Tuesday, January 24, 2023</del>	pertinent questions as soon as possible – and posted on the GVB
Tuesday, January 31, 2023 (Amendment 2)	website)
Friday, February 3, 2023 (Amendment 3)	
Wednesday, February 15, 2023; 3:00 p.m. ChST	Deadline to submit bids; IFB bid opening [Note: all bids must be
Wednesday, February 22, 2023; 3:00 p.m. ChST (Amendment 3)	stamped received and dated prior to 3:00 p.m.]
Determination of Lowest Responsible and Most Responsive	Confirmed after Administrative Review and Certification of
Bidder.	Abstract.

The Invitation for Bid package can be downloaded at no cost from GVB's website at www.guamvisitorsbureau.com (<a href="https://go.opengovguam.com/bids/bids\_list/gvb">https://go.opengovguam.com/bids/bids\_list/gvb</a>) or obtained (in USB format) at the GVB Office, 401 Pale San Vitores Road, Tumon, Guam, 8:00 AM – 5:00 PM, Monday – Friday, excluding Guam holidays. A non-refundable \$25.00 fee is required for each packet picked up at the GVB office payable in US\$ cash, bank wire transfer or major credit card (Visa MasterCard, Discover, JCB).

Pre-Bid Conference and site inspection is scheduled at 10:00 a.m. on Friday, January 20, 2023 Wednesday, January 25, 2023 at GVB. Attendance is highly encouraged. Questions, if any, should be made in writing to the GVB President and CEO, which can be dropped off at the GVB office; emailed to <a href="mailto:procurement@visitguam.org">procurement@visitguam.org</a>; or sent by fax to 671-646-8861 according to the timeline provided in the IFB packet.

GVB hereby notifies all bidders that it will affirmatively ensure that minority business enterprises will be afforded full opportunity to submit a response to this request for proposal and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

GVB reserves the right to reject any or all bids, solicit new bids, waive minor informalities or irregularities or award, in whole or in part. Except to the above person named, direct or indirect contact with the GVB Management or Staff, Board Member, or any person participating in the selection process is prohibited.

Bid submission deadline is at 3:00 p.m. Chamorro Standard Time on Wednesday, February 15, 2023 February 22, 2023. Immediately thereafter, all bid submissions will be opened and bid amounts read aloud by the President and CEO in the GVB Main Conference Room. Award will be confirmed after bid analysis and verification of bid submission requirements.

/s/ CARL T. C. GUTIERREZ
President and CEO





#### **SECTION II**

#### **NOTICE/INSTRUCTIONS TO BIDDERS**

#### 1. <u>DESCRIPTION OF WORK</u>

Contract consists of furnishing all necessary labor, materials, equipment, tools and services for the **UNIFIED COMMUNICATIONS** as a **SERVICE** (**UCaaS**) **SOLUTION** as described in the Scope of Work and General Specifications (see Section X).

#### 2. PRE-BID CONFERENCE

There is a Pre-Bid Conference and Site Inspection scheduled for this procurement at 10:00 a.m. on Friday, January 20, 2023, Wednesday, January 25, 2023 in the GVB Main Conference Room. Attendance is highly encouraged.

#### 3. QUESTIONS AND INTERPRETATIONS

Documents forming the contract are complementary and unitary and what is called for by one shall be as binding as if it were called by all and are intended to include all details of labor and material reasonably necessary for proper execution of the work. Questions concerning the Bid Documents shall be submitted in writing, via hand delivery, email to <a href="mailto:procurement@visitguam.org">procurement@visitguam.org</a> or fax at (671) 646-8861, to the President and CEO. Replies will be issued to all bidders of record to the solicitation. Questions must be received at GVB no later than 3:00 p.m. on January 24, 2023 February 3, 2023.

#### 4. SEALED BIDS

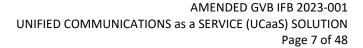
The process for submission shall be as follows: A sealed envelope marked "UNIFIED COMMUNICATIONS AS A SERVICE (UCAAS) SOLUTION" shall be submitted at the place and time indicated in the Invitation to Bid. A second sealed envelope marked "BID PRICE" containing the bid schedule, bid form, and bid bond (or cashier's check) shall also be included in the proposal package. The bid price must include delivery, installation and training.

#### 5. <u>BID PROPOSAL SUBMITTAL ITEMS</u>

The bidder is required to complete and submit a bid proposal package, in duplicate, containing the following items:

- a. Cover letter by confirming bid submission for this project, which must be signed by an authorized representative of the company. (If an alternate is designated, a notarized Power of Attorney shall be included in the submission specifically detailing the assignment).
  - NOTE: Please note page 41 of the IFB (#4 F/G/H/I/J/K/L), which require responses. Please include your responses in the cover letter, itemizing each with its corresponding item number.
- b. Bid Proposal (see Section IV)
- c. Business/Contractor's License (proof of ability to do business on Guam and perform services required for this project)
- d. Completed Affidavits/Forms (see Section VIII)
- e. Equipment Data (necessary for this project)
- f. Staff Organizational Chart
- g. Project Reference List (send Past Performance Questionnaire to all on project reference list see Section IX)
- h. Most recent Wage Determination Listing (see Section VIII, Item No. 5)







Bidder must submit its proposal on the forms furnished by GVB, if provided; otherwise, please add pages as necessary to comply with the requested information. All blank spaces on the Proposal Forms and Bid Schedule must be correctly filled in for each and every item where a quantity is given. In case of an error in the extension or prices, unit price will govern. A conditional or qualified bid is non-responsive and will not be accepted. The proposal signatory must initial all erasures or other changes in the proposal.

Bidder shall sign his proposal in the blank space provided therefor. If proposal is made by a partnership or corporation, name and address of the partnership or corporation shall be shown together with names and addresses of the partners or officers. If proposal is made by a partnership, it shall be signed by one of the partners; if made by a corporation, it shall be signed by one of the officers thereof. If proposal is made by an authorized representative, an affidavit regarding delegation of authority must accompany the submission. Failure to do so will mean disqualification and rejection of the bid.

Bidder shall send the *Past Performance Questionnaire* (See Section IX) to those companies on their project reference list. Each reference will be asked to complete and send their confidential response directly to <a href="mailto:procurement@visitguam.org">procurement@visitguam.org</a> and will be included as part of the bidder's submission during administrative review.

#### 6. RIGHT TO ACCEPT AND REJECT BIDS

GVB reserves the right in accordance with law and regulation and in its sole and absolute discretion, to reject any and all bids, or to accept that bid, if any, which in its sole and absolute judgment will, under all circumstances, best serve GVB's interests.

In the event that the successful bidder fails to execute contract upon his part, the GVB, after declaring the security deposit of such bidder forfeited, reserves the option to accept the bid of the second ranked bidder within ten (10) days from such default, in which case such acceptance shall have same effect as to such bidder as though he were the originally successful bidder.

#### 7. <u>BID GUARANTEE</u>

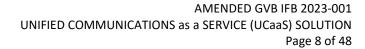
Bids shall be accompanied by a bid guarantee of not less than fifteen percent (15%) of the amount of the bid, which may be a Bid Bond (form enclosed), official bank check or cashier's check, made payable to Guam Visitor's Bureau. Attorneys-in Fact who sign bid bonds shall file with each bond a certified and effective dated copy of their Power of Attorney. Failure to do so will mean disqualification and rejection of the bid.

Such bid bond or check shall serve to guarantee:

- a. that the bidder shall not withdraw his bid for a period of 60 days after the scheduled closing time for the receipt of bids;
- b. that if his bid is accepted, he will enter into a formal contract with GVB, in accordance with the contract for work included as part of the Contract Documents. In the event of withdrawal of said bid within said period, or failure to enter into said contract, bidder shall be liable to GVB for the full amount of the bid guarantee as representing damage to the GVB on account of the default of the bidder in any particular case hereof.

Bid guarantee shall be returned to all except the three lowest bidders within three (3) days after formal opening of bids. Remaining Bid Bonds and check will be returned to the three lowest bidders within forty-eight (48) hours after GVB and the accepted Bidder have executed an intent to award the contract by the GVB.







A surety company holding a certificate of authority from the United States Secretary of Treasury or from a company acceptable to the GVB shall execute guarantee Bonds and include the bond number for the actual bond securing this bid on the Bid Bond Form provided. Checks or money order submitted as a bid guarantee shall be made payable to the Guam Visitors Bureau.

#### 8. <u>ALL OR NONE BIDS</u>

Only all or none bids will be accepted. Contractors that do not enter a bid amount for every bid item will be deemed non-responsive and their bids will not be accepted. Only one Contractor will be awarded the contract. Multiple or alternate bids will not be considered (2 GAR, Division 4 §§3102(d)).

#### 9. LATE BIDS AND MODIFICATIONS OF WITHDRAWALS

Bids and modifications or withdrawals thereof received at GVB after the exact time set for opening of bids **will not** be accepted. Bids may be withdrawn by written request received from bidders prior to the time set for opening bids.

#### 10. LIQUIDATED DAMAGES

It is understood and agreed that liquidated damages shall be assessed against the Contractor for non-performance in accordance with the Liquidated Damages clause in the contract.

#### 11. BID SECURITY

The successful bidder shall be required to furnish a bid bond amounting to fifteen percent (15%) of the total bid submitted. See Section IV: Proposal for more detailed information.

#### 12. STATUTORY REQUIREMENTS

The Contractor and any subcontractors employed in completion of the project shall comply with all applicable and Federal and local laws.

#### 13. NOTICE OF LOCAL PREFERENCE

In accordance with 5 Guam Code Ann. §5008, please take notice that the Guam Visitors Bureau will apply a local preference to this procurement. Accordingly, bidder requesting such a preference should do so in writing and as part of their offer.

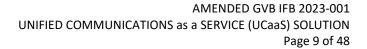
#### 14. NOTICE REGARDING SERVICE DISABLED VETERANS

In accordance with 5 Guam Code Ann. §5011, please take notice that the Guam Visitors Bureau will apply a service-disabled veteran's preference to this procurement. Accordingly, bidders requesting such a preference should do so in writing, and as part of their offer.

#### 15. REPRESENTATION REGARDING GRATUITIES AND KICKBACKS

(a) 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.







(b) 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.

#### 16. PROHIBITION AGAINST CONTINGENT FEES

- (a) 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.
- (b) Representation of Contractor. Every person, before being awarded a territorial contract, shall represent, in writing, that such person has not retained anyone in violation of Subsection (a) of this Section. Failure to do so constitutes a breach of ethical standards.
- 17. REPRESENTATION REGARDING ETHICAL STANDARDS FOR GOVERNMENT EMPLOYEES AND FORMER
  GOVERNMENT EMPLOYEES The bidder, offeror or 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 Act and in Chapter 11 of the Guam Procurement Regulations.

#### 18. <u>DISCLOSURE OF MAJOR SHAREHOLDERS AFFIDAVIT</u>

As a condition of bidding, any partnership, sole proprietorship or corporation doing business with the Government of Guam shall submit an affidavit executed under oath that lists the name and address of any person who has held more than fifteen percent (15%) of the outstanding interest or shares in said partnership, sole proprietorship or corporation at any time during the twelve (12) month period immediately preceding submission of a bid. The affidavit shall contain the number of shares or the percentage of all assets of such partnership sole proprietorship or corporation which have been held by each such person during the twelve (12) month period.

In addition, affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid or the bidder and shall also contain the amounts of any such commission, gratuity or other compensation. Affidavit shall be open and available to the public for inspection and copying. All bidders are required to submit a current affidavit in the form attached disclosing required information. Failure to do so will mean disqualification and rejection of the bid.

#### 19. NON-COLLUSION AFFIDAVIT/CONFLICT OF INTEREST DISCLOSURES

By submitting an offer, the bidder certifies that the price submitted was independently arrived at without collusion. Bidders must submit a non-collusion affidavit and conflict of interest disclosures in the form provided with this Invitation for Bids. Failure to submit said affidavit and disclosures shall result in the bidder's proposal to be deemed non-responsive to this procurement.

## 20. <u>RESTRICTION AGAINST CONTRACTORS EMPLOYING CONVICTED SEX OFFENDERS FROM WORKING AT GOVERNMENT OF GUAM VENUES</u>

The bidder must submit with their proposal an affidavit (see attached) acknowledging their responsibilities under Guam statute 5 Guam Code Ann. § 5253. Restriction Against Contractors Employing Convicted Sex Offenders from Working at Government of Guam Venues. Per this statute, the bidder must affirm that:





- 1. that no person providing services on behalf of the contractor has been 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; and
- 2. that if any person providing services on behalf of the 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, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.

#### 21. CANCELLATION OF THIS INVITATION FOR BIDS

Please take note that this Invitation for Bids may be cancelled as provided in Guam procurement law and Guam procurement rules and regulations. Prospective bidders are directed to review relevant law, statute and regulation, particularly 2 GAR, Div. 4 & Reg. §3115 and §3121(e)(1)(G).

#### 22. WAGE AND BENEFIT DETERMINATION

- (a) In such cases where the government of Guam enters into contractual arrangements with a sole proprietorship, a partnership or a corporation 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.
- (b) 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. 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.

#### 23. ACKNOWLEGEMENT OF RECEIPT OF AMENDMENTS

Potential bidders are advised that this Invitation for Bids may, from time to time be altered or supplemented by amendments. Each and all such amendments must be acknowledged by the potential bidder. Failure to do so may result in an offer being deemed non-responsive.

#### 24. <u>CONTRACT TERM</u>

The contract shall be a multi-term lease agreement in accordance with 2 GAR Division 4 §3119 and §3121. GVB intends to solicit for a single contract lease and maintenance multi-term agreement for sixty (60) months; and renewable annually for the next four (4) consecutive fiscal years for the term of the agreement, subject to the availability of funds each fiscal year. Please note that the GVB will cancel the contract if funds are either not appropriated for the service or are insufficient. If contract is cancelled for insufficient funds, the contractor will be promptly notified and contractor will be reimbursed unamortized reasonably incurred non-recurring costs.





#### **SECTION III**

#### **GENERAL PROVISIONS**

#### 1. <u>DEFINITIONS</u>

- a. The term "GVB" as used herein shall mean the Guam Visitors Bureau. The term "Bureau" as used herein shall mean the Guam Visitors Bureau.
- b. The term "Contracting Officer" as used herein shall mean the President and CEO of GVB, the person executing this Contract on behalf of the GVB and includes a duly appointed successor or authorized representative.
- c. The term "Contractor" shall mean the party (individual, corporation, joint venture, or partnership) who has entered into the Contract with the GVB.
- d. The term "Contract" shall mean the written agreement covering the performance of the project by the Contractor, including the furnishing of labor, materials and equipment in connection therewith. It shall include the invitation and solicitation, these general requirements and provisions, the notice to contractors, the bid, wage schedule, list of subcontractors, the award, the plans, the general specifications, the bond, any addendum and any written order. It shall also include all amendments to the Contract by supplemental agreement thereto in writing.
- e. "Project" shall mean the work to be performed as described in the general specifications.
- f. The term "Work" shall mean all equipment, materials, operations and incidental activities necessary for the completion of any part or all of the project.
- g. The term "Project Manager" shall mean the duly authorized representative of the Contracting Officer who is responsible for the administration of the Contract.

#### 2. PERMITS AND RESPONSIBILITIES

The Contractor shall, without additional expense to the GVB, be responsible for obtaining any necessary licenses and permits and for complying with any applicable Federal and local codes and regulations, in connection with execution of the work. He shall be similarly responsible for all damage to persons or property that occurs as a result of his fault or negligence. He shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. He shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire project.

#### 3. CONDITIONS AFFECTING THE WORK

Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions, which can affect the work or cost thereof. Any failure by the Contractor to do so will not relieve him from responsibility for successfully performing the work without additional expense to GVB.

GVB assumes no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to execution of this Contract, unless such understanding or representations by GVB are expressly stated in the Contract.





#### 4. <u>ADDITIONAL BOND SECURITY</u>

If any surety upon any bond furnished in connection with this Contract becomes unacceptable to the GVB, or if any such surety fails to furnish reports as to his financial condition from time to time as requested by the GVB, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the GVB and of persons supplying labor or materials in the prosecution of the work contemplated by this Contract.

#### 5. COVENANT AGAINST CONTINGENT FEES

The 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.

#### 6. OFFICIALS NOT TO BENEFIT

No member of the Government of Guam Legislature or the Governor of Guam shall be admitted to any share of this Contract, or to any benefit that may arise therefrom; but this provision shall be construed to extend to this Contract if made with a corporation for its general benefit.

#### 7. <u>DISPUTES</u>

- a. All controversies between the GVB and the contractor which arise under, or are by virtue of, this contract and which are not resolved by mutual agreement, shall be decided by the GVB in writing, within 60 days after written request by the contractor for a final decision concerning the controversy; provided, however, that if the GVB does not issue a written decision, within 60 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 if an adverse decision had been received.
- b. The GVB shall immediately furnish a copy of the decision to the contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt.
- c. Any such decision shall be final and conclusive, unless fraudulent, or: (i) the contractor brings an action seeking judicial review of the decision in the Superior Court of Guam.
- d. The contractor shall comply with any decision of the GVB and proceed diligently with performance of this contract pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, this contract, except where there has been a material breach of the contract by the territory; provided, however, that in any event the contractor shall proceed diligently with the performance of the contract where the GVB has made a written determination that continuation of work under the contract is essential to the public health and safety.

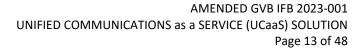
#### 8. CONTRACT AND BONDS

If the successful bidder fails to satisfactorily execute the required forms of contract within the time established in the bid, the GVB may proceed to have the required work performed by contract or otherwise, and the bidder to whom the award was originally made shall be liable for any excess cost to the GVB and the bid guaranty shall be available toward offsetting such excess cost.

#### 9. WORKING HOURS

#### 10. FEES AND CHARGES







Contractor shall obtain and pay all fees and charges for connections to outside services and for the use of property outside of the work site.

#### 11. FEDERAL AND TERRITORY OF GUAM TAXES

Except as may be otherwise provided in this Contract, the Contract price includes all applicable Federal and local taxes and duties.

#### 12. <u>ACCIDENT PREVENTION – PUBLIC SAFETY</u>

In performance of the Contract, Contractor shall comply with applicable provisions of the U.S Occupational Safety and Health Act (OSHA) and shall take all precautions necessary to protect persons and property.

Work shall be conducted during normal working hours Monday through Friday and should not exclude the possibility of working after hours and on weekends.

#### 13. DISPUTES CONCERNING LABOR STANDARDS

Dispute arising out of the Labor Standards provisions of this Contract shall be subject to the clause entitled "Disputes" of this Contract except to the extent such disputes involve classifications or wage rates, which questions shall be referred to the Contracting Officer.

#### 14. NONCOMPLIANCE WITH CONTRACT REQUIREMENTS

In the event the Contractor, after receiving written notice from the Contracting Officer of noncompliance with any requirement of this Contract, fails to initiate promptly such action as may be appropriate to comply with the specific requirement within a reasonable period of time, the Contracting Officer shall have the right to order the Contractor to stop all other work and correct the deficiency. The Contractor will not be entitled to any extension of contract time or payment for any costs incurred as a result of being ordered to stop work for such cause.

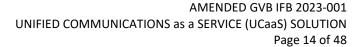
#### 15. <u>INSURANCE – LIABILITY TO THIRD PERSONS</u>

The Contractor and his subcontractors shall procure thereafter maintain workmen's compensation, builders' risk, comprehensive general liability (bodily damage), and fire and extended coverage insurance, with respect to performance under this Contract; provided, that the Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program. All insurance required pursuant to the provisions of this paragraph shall be in such form in such amounts, and for such periods of time as the Contracting Officer may, from time to time, require or approve, and with insurers approved by the Contracting Officer.

- a. Automobile liability insurance in an amount not less than \$500,000 Combined Single Limit (CSL) for bodily injury or death per person and for damages to property for each occurrence.
- b. Comprehensive general liability insurance with minimum limits of \$1,000,000 Combined Single Limit (CSL) for bodily injury or death and for property damage per occurrence.
- c. Workmen's Compensation. Contractor shall take out adequate workmen's compensation insurance for all of the employees who will be engaged in work at the site of the project and in case any part of such Contractor's contract is sublet, the Contractor will require his subcontractor's employees who will be so engaged, unless the latter's employees are protected by the principal contractor's insurance.

The comprehensive general and automobile liability policies shall contain a provision worded as follows: The insurance company waives any right of Subrogation against the GVB, which may arise by reason of any payment under this policy.





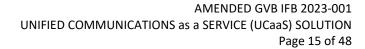


When a subcontractor is utilized, Contractor shall procure and maintain during contract period, insurance coverage with same bodily injury and property damage liability limits specified above, covering accidents caused by actions of subcontractor or employees.

All of the insurance policy or policies herein prescribed shall be procured and maintained at no cost to the GVB and shall have the GVB named as additional insured; provided that, where the GVB may not be named as an insured under the rules applicable to any policy or policies, the Contractor shall procure and maintain at no expense to the GVB contractor's protective insurance providing the GVB with the same coverage's and limits of liability as are required herein for the Contractor. A copy of such policy or policies shall be furnished to the GVB at the time prescribed in the contract documents. Such policy or policies shall contain an endorsement to the effect that the insuring company will notify GVB thirty (30) days prior to the effective date of any cancellation of such policy or policies or any change in their provisions.

\*\*\* END OF GENERAL PROVISIONS \*\*\*

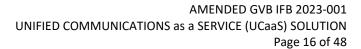






SECTION IV PROPOSAL
Date:
Gentlemen:
The undersigned (hereafter called the Bidder), a (Corporation, Partnership or Individual) organiz and/or licensed to do business under the laws of the Government of Guam hereby proposes and agrees to furnish all t necessary labor, materials, equipment, tools and services necessary for the performance of the
UNIFIED COMMUNICATIONS AS A SERVICE (UCAAS) SOLUTION
all in accordance with the Bid Documents for the prices stated in the itemized Bid Schedule forms attached hereto, plus a and all sums to be added and/or deducted resulting from all extra and/or omitted work in accordance with the unit and, lump sum prices stated in the itemized Bid Schedule forms attached hereto.
The undersigned has visited and inspected the location of the proposed work and reviewed the Bid Documents and is family with and knowledgeable of the local conditions at the place where the work is to be performed.
The individual <b>Bid Bond</b> attached, with our endorsement, in the sum of not less than fifteen percent (15%) of the amount each Proposal, is furnished to GVB as a guarantee that the Agreement will be executed and a Performance Bond shall furnished within fifteen (15) days after award of the Contract to the undersigned.
In the event that this Proposal is accepted, and the undersigned bidder shall fail to execute the contract and furnish satisfactory Performance Bond under the conditions and within the time specified in this Proposal, the Bid Bond shall forfeited, as liquidated damages for the delay and additional work and costs caused thereby in obtaining another bidder, so amount being beforehand determined as being reasonable and containing no penalties.
If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within sixty (60) dafter the opening thereof, the undersigned agrees to execute the form of Agreement included as one of the Contract Documents, and to furnish a <b>Performance Bond</b> in an amount equal to one hundred percent (100%) of the Contract Amou within fifteen (15) days after receipt of such notice.
If awarded the Contract, the undersigned agrees to perform the work for the duration of the contract period and a extensions thereto upon commencement of the contract time as defined in the Contract.
The undersigned understands that the GVB reserves the right to reject any or all Bids or to waive any informality technicality in any Bid in the interest of the GVB. All required affidavits and forms are included in this bid proposal.
RESPECTFULLY SUBMITTED BY:
(CONTRACTOR)
(BY)

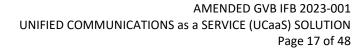






(TITLE)		
(BUSINESS ADDRESS)	 	







SECTION V	BID FORM
PROJECT:	UNIFIED COMMUNICATIONS AS A SERVICE (UCAAS) SOLUTION
TO:	President and CEO Guam Visitors Bureau
proposes to pro	d bidder, having examined all pertinent Contract Documents relating to Invitation for GVB IFB 2023-001, by
Performance as	per Bid Documents and Bid Schedule for one year (Base Bid):

Bidder hereby further agrees to commence work under this Contract on the date specified in the written "Notice to Proceed" by GVB and to fully complete the work designated for performance within the time stipulated in the Contract Documents. Bidder further agrees to pay liquidated damages in accordance with the Liquidated Damages section of the General Provisions.

By submission of this bid, each bidder and each person signing on behalf of any bidder and in the case of a joint bid each party thereto certified as to its own organization, certifies and affirms as true to the best of his knowledge and belief:

a. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any other matter relating to such prices with any other bidder or with any competitor.

Dollars (\$ ).

- b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder or to any competitor; and no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- c. That if the product of the UNIT PRICE bid by the number of units does not equal the total amount named by a bidder of any item, it will be assumed that the error was made in computing the product of the unit price and the number of units. The named UNIT PRICE alone will be considered as representing the bidder's intention and the total amount bid on such item shall be considered to be the amount arrived at by multiplying the UNIT PRICE by the number of units.
- d. All matters for this project of which there is not a special item in the Bid Schedule, shall be considered incidental to and included in the Contractor's bid on any items in the Bid Schedule, as the bidder sees fit.

This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postpone	ement
thereof.	

Dated:							
					١.	hate	Da



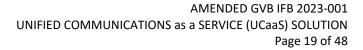
(TOTAL OF MATERIALS AND LABOR AND ALL OTHER COSTS)



## AMENDED GVB IFB 2023-001 UNIFIED COMMUNICATIONS as a SERVICE (UCaaS) SOLUTION Page 18 of 48

BY		 
Address_	 	 







SECTION VI	BID BOND
REFERENCE BID BOND #:	
KNOW all men by these p	presents, that we
_	(Name of Contractor) as Principal, and
_	
	(Name of Surety)
	mly bound unto the Guam Visitors Bureau, hereinafter called the GVB, in the penal sum of dollars, lawful money of the United States, for the payment of which sum will and urselves, our heirs, executors, administrators and successors, jointly and severally, firmly by the
	gation is such, that whereas the principal has submitted the accompanying bid dated , 20 for the <u>UNIFIED COMMUNICATIONS AS A SERVICE (UCAAS) SOLUTION</u> .
THE BID BOND will remai	n in effect until such time as GVB awards the contract.
	bove-bound parties have executed this instrument under their several seals this day of, 20 the name and
corporate seal of each co	rporate party being hereto affixed and these present duly signed by its ive, pursuant to authority of its governing body.
The rate of premium on t	this bond is per thousand.
Total amount of premiun	n charged, \$ (The above must be filled in by corporate surety)
	(The above must be filled in by corporate surety)
IN PRESENCE OF:	
	(SEAL) (Individual Principal)
	(Business Address)
	(SEAL) (Individual Principal)





## AMENDED GVB IFB 2023-001 UNIFIED COMMUNICATIONS as a SERVICE (UCaaS) SOLUTION Page 20 of 48

		(Business Address)
test:	-	(Corporate Principal
	_	(Business Address)
		AFFIX CORPORATE SEA
	E	Ву:
test:		
		(Corporate Surety
		(Business Address
		AFFIX CORPORATE SEA
		Ву:
	CERTIFICATE AS	S TO CORPORATE PRINCIPAL
ond; thatincipal was then_		prporation named as principal in the within who signed the said bond on behalf of the of said corporation;
nat i know nis sign	ature, and his signature thereor I corporation by authority of its	n is genuine; and that said bond was duly signed, sealed and attagorering body.





SECTION VII	AUTHORIZED CONTACT

IFB NUMBER: GVB IFB 2023-001

NAME	
TITLE	
COMPANY	
MAILING ADDRESS	
TELEPHONE NUMBER	
FACSIMILE NUMBER	
EMAIL	





#### SECTION VIII

#### AFFIDAVITS/FORMS

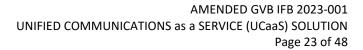
#### **AFFIDAVITS**

1~7

- 1: Affidavit Disclosing Ownerships and Commissions
- 2: Affidavit re Non-Collusion
- 3: Affidavit re No Gratuities or Kickbacks
- 4: Affidavit re Ethical Standards
- 5: Declaration re Compliance with U.S. DOL Wage Determination
- **6:** Affidavit re Contingent Fees
- **7:** Restriction Against Contractors Employing Convicted Sex Offenders from Working at Government of Guam Venues

ALL FORMS LISTED <u>MUST</u> BE COMPLETED, NOTARIZED AND RETURNED IN THE ENVELOPE CONTAINING THE PROPOSAL.







## 1. AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSIONS GVB IFB 2023-001

Name	of Offeror Co	mpany:			_		
IN ANI	O FOR GUAM	) ) ss					
VILLAC	GE	)					
A.	I, the under check only o	signed, being first duly sw one]:	vorn, depose and say	that I am an a	uthorized repre	sentative of the o	fferor and that [please
	[ ] Th	ne offeror is an individual	or sole proprietor ar	nd owns the en	tire (100%) inte	rest in the offering	g business.
	st 10	ne offeror is a corporation ate name of offeror com 0% of the shares or intere the proposal are as follow	pany], and the perso st in the offering bus	ons, companies siness during th	, partners, or jo	int venturers who	
	NAME		<u>ADDRESS</u>			% of Interest	
				<del></del>			
			TOTAL NUMBER C	F SHARES			
В.		ny that the persons who he rassisting in obtaining but the so state]:					
	<u>NAME</u>		ADDRESS			Compensation	
C.	or a contrac	rship of the offering busir ct is entered into, then I p the government.					
Date:_							
				Off Par	tner, if the offer	wing: ror is an individua ror is a Partnershi er is a Corporatior	p;
Subsci	ribed and swo	orn to before me this	day of		,		
			Notary Public My Commission	expires			
(AG Pro	ocurement <b>Form</b>	002 (Rev. Nov. 17, 2005)					





## 2. AFFIDAVIT re NON-COLLUSION GVB IFB 2023-001

Name of Offeror Company:	
IN AND FOR GUAM )	
) ss VILLAGE)	
	_[state name of affiant signing below], being first duly sworn, deposes and says
that:	
1. The name of the offering compa	any or individual is [state name of company]
colluded, conspired, connived or agreed, did to refrain from making an offer. The offeror or communication or conference, with any overhead, profit or cost element of said p government of Guam or any other offeror interested in the proposed contract. All star of the undersigned. This statement is made	of myself as a representative of the offeror, and on behalf of the offeror's officers,
	a cilipio (cesi
Date:	Signature of one of the following:
	Offeror, if the offeror is an individual;
	Partner, if the offeror is a Partnership;
	Officer, if the bidder is a Corporation.
Subscribed and sworn to before me this	day of,
	Notary Public
	My Commission expires

(AG Procurement Form 003 (Rev. Jul. 12, 2010)

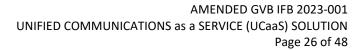




## 3. AFFIDAVIT re NO GRATUITIES or KICKBACKS GVB IFB 2023-001

Name of Offeror Company:
CITY OF) ) ss
COUNTRY) ss
[state name of affiant signing below], being first duly sworn, deposes and says
that:
The name of the offering firm or individual is [state name of offeror/company]
Affiant is [state one of the following: the offeror, a partner of the offeror, are officer of the offeror] making the foregoing identified bid or proposal.
2. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers, representatives, agents subcontractors, or employees have violated, are violating the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 § 11107(e). Further, affiant promises, on behalf of offeror, not to violate the prohibition against gratuities and kickbacks as set forth in 2 GAR, Division 4 § 11107(e).
3. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers, representatives, agents subcontractors, or employees have offered, given or agreed to give, any government of Guam employee or former government employee, any payment, gift, kickback, gratuity or offer of employment in connection with the offeror's proposal.
4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.
Signature of one of the following:
Offeror, if the offeror is an individual; Partner, if the offeror is a Partnership;
Officer, if the bidder is a Corporation.
Subscribed and sworn to before me this day of,
Notary Public  My Commission expires
(AG Procurement <b>Form</b> 004 (Rev. Jul. 12, 2010)





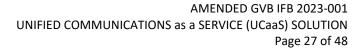


## 4. AFFIDAVIT re ETHICAL STANDARDS GVB IFB 2023-001

Name of Offeror Company:	
IN AND FOR GUAM ) ) ss	
VILLAGE)	
that:	[state name of affiant signing below], being first duly sworn, deposes and says
	[state one of the following: the offeror, a
knowledge, neither affiant nor any office influenced any government of Guam em 11. Further, affiant promises that neithe offeror will knowingly influence any gov	offeror] making the foregoing identified bid or proposal. To the best of affiant's ers, representatives, agents, subcontractors or employees or offeror have knowingly aployee to breach any of the ethical standards set forth in 5 GCA Chapter 5, Article er he or she, nor any officer, representative, agent, subcontractor, or employee of vernment of Guam employee to breach any ethical standards set forth in 5 GCA are made pursuant to 2 GAR Division 4 § 11103(b).
	Signature of one of the following:
	Offeror, if the offeror is an individual;
	Partner, if the offeror is a Partnership; Officer, if the bidder is a Corporation.
Subscribed and sworn to before me this_	day of,
	Notary Public
	My Commission expires

(AG Procurement Form 005 (Rev. Jul. 12, 2010)



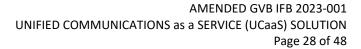




## 5. DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION GVB IFB 2023-001

Name o	of Offeror Company:	
	l,	hereby certifies under penalty of perjury:
(1)	That I am officer of the offeror] making th	[please select one: the offeror, a partner of the offeror, a 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:
In such or a contract govern and the	orporation ('contractor') for the partor employs a person(s) whose ment of Guam, then the contractor	am enters into contractual arrangements with a sole proprietorship, a partnership ovision of a service to the government of Guam, and in such cases where the urpose, in whole or in part, is the direct delivery of service contracted by the shall pay such employee(s) in accordance with the Wage Determination for Guan and promulgated by the U.S. Department of Labor for such labor as is employed in
contrac Article. stipula	ctor by the government of Guam s Should any contract contain a tions contained in that contract for	ssued by the U.S. Department of Labor at the time a contract is awarded to all be used to determine wages, which shall be paid to employees pursuant to thi enewal clause, then at the time of renewal adjustments, there shall be made applying the Wage Determination, as required by this Article, so that the Wage partment of Labor on a date most recent to the renewal date shall apply.
In addi provision as deta	ons mandating health and similar billing the similar belongs in the Wage Determination is:	etailed in this Article, any contract to which this Article applies shall also contain enefits for employees covered by this Article, such benefits having a minimum value and promulgated by the U.S. Department of Labor, and shall contain provision molidays per annum per employee.
(3)	That the Offeror is in full compreferenced herein;	ance with 5 GCA § 5801 and § 5802, as may be applicable to the procuremen
(4)	That I have attached the most Labor.	cent wage determination applicable to Guam issued by the U.S. Department o
		Signature Date
(AC Drac	uroment <b>Form</b> 006 /Pay Ech 16 2010)	





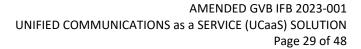


#### **6. AFFIDAVIT re CONTINGENT FEES GVB IFB 2023-001**

Name of Offeror Company:	<del></del>
IN AND FOR GUAM )	
VILLAGE)	
[state na	ame of affiant signing below], being first duly sworn, deposes and says that:
1. The name of the offering company or individ	lual is
	[STATE NAME OF COMPANY]
	oposal, to the best of my knowledge, the offering company has not retained any contingent arrangement to secure this contract. This statement is made pursuant
person to solicit or secure a contract with the government brokerage, or contingent fee, except for retention of bourpose of securing business. This statement is made pure	proposal, to the best of my knowledge, the offering company has not retained a not of Guam upon an agreement or understanding for a commission, percentage, na fide employees or bona fide established commercial selling agencies for the resuant to 2 GAR Division 4 11108(h).
representatives, agents, subcontractors, and employees.	
	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	· · · · · · · · · · · · · · · · · · ·
Notary F	Public
	mission expires

(AG Procurement Form 007 (Rev. Jul. 15, 2010)







## 7. AFFIDAVIT RESTRICTION AGAINST CONTRACTORS EMPLOYING CONVICTED SEX OFFENDERS FROM WORKING AT GOVERNMENT OF GUAM VENUES GVB IFB 2023-001

Name of Offero	or Company:
IN AND FOR GU	IAM ) ) ss
VILLAGE	)
	, being first duly sworn, is
	(Name of Person)
(PLEASE STATE "INI	DIVIDUAL" IF SOLE PROPRIETOR; "PARTNER" IF A PARTNERSHIP; OR "OFFICER" IF A CORPORATION)
of	·
TEL:(TELEP	(NAME OF OFFEROR AND MAILING ADDRESS)  HONE NUMBER)
has read and ur	orized representative of said offeror on whose behalf this affidavit is being submitted. Said offeror has affirms that he/shenderstands the provisions of <u>5 GCA, CHP 5 §5253 RESTRICTION AGAINST CONTRACTORS EMPLOYING CONVICTED SEX OM WORKING AT GOVERNMENT OF GUAM VENUES</u> .
The offeror und	derstands that:
(1)	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 saic offenses, or who is listed on the Sex Offender Registry, and who is employed by a business contracted to perform services for ar 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.
Further, the off	eror represents:
(1)	that no person providing services on behalf of the contractor has been 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; and;
(2)	that if any person providing services on behalf of the 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, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.
	Signature
Subscribed and sv	worn to before me this day of,
	Notary Public
	My Commission expires





**SECTION IX** 

#### **PAST PERFORMANCE QUESTIONNAIRE**

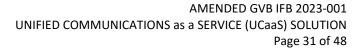
GVB IFB NO: 2023-001

Title: UNIFIED COMMUNICATIONS as a SERVICE (UCaaS) SOLUTION

[PROVIDE THIS PPQ TO THOSE ON YOUR PROJECT REFERENCES TO COMPLETE AND SUBMIT DIRECTLY TO GVB ON OR BEFORE THE DEADLINE FOR THIS PROCUREMENT.]

	BIDDER:
	REFERENCE DETAILS PROVIDED BY BIDDER
	Company Name:  Point of Contact:  Contact Details:
	RETURN THIS COMPLETED QUESTIONNAIRE BY EMAIL TO <a href="mailto:procurement@visitguam.org">procurement@visitguam.org</a>
Pro	OVIDE CONTACT DETAILS IF COMPLETING THIS QUESTIONNAIRE:
Na	me: Best Contact Number:
Tit	le: Email Address:
1.	Briefly describe the type of services performed for your organization by the Bidder. (Name of project, types of services performed analysis, training, technical support, etc.):
Со	mment:
2.	Were any unique techniques or tools employed for the delivery of the services? Were the tools/techniques employed effectively?
Со	mment:
3.	How would you rate the Bidder's ability to learn/understand your organization's or the project needs or requirements?
	Excellent (10 points) Very Good (8 points) Good (5 points) Poor (0 points)
Со	mment:
4.	How would you rate the Bidder's knowledge and experience in providing the requested technical services?
	Excellent (10 points) Very Good (8 points) Good (5 points) Poor (0 points)
Со	mment:







PPC	Q FOR BIDDER:		
5. How would you rate the Bidder's ability to identify and recommend resolutions to problems or issues?			
	<ul> <li>Identified and recommended quickly</li> <li>Identified and recommended slowly</li> <li>Identified but not recommended</li> <li>Were ignored</li> </ul>	(Score 10 points) (Score 8 points) (Score 5 points) (Score 0 points)	
Cor	nment:		
6.	Quality of Services: How would you rate the ov	verall quality of the Bidder's technical services?	
	Excellent (10 points) Very Good (	8 points) Good (5 points) Poor (0 points)	
Cor	nment:		
7.	Do you recall the name(s) of the Bidder's emplo	oyees who performed services under your contract?	
Cor	nment:		
8.	3. Overall Performance: On a scale of 0 to 10, how would you rate the Bidder's OVERALL PERFORMANCE? (Score based upon # of points – 10 points max)		
	Excellent (10 points) Very Good (	8 points) Good (5 points) Poor (0 points)	
Cor	nment:		
9.	Would you enter into a contract with this Bidde	er again? If not, why?	
Cor	nment:		
10.	Are you aware of any other company or organizand phone and/or email address?	zation this Bidder has done work for? If so, do you have a contact name	
Nar	me: Phone Number:	Email:	
11.	Do you have any additional comments that mig	tht assist us in evaluating the Bidder's past performance?	
Cor	nment:		

Thank you for your cooperation.





#### **SECTION X**

#### AMENDED SCOPE OF WORK AND GENERAL SPECIFICATIONS

#### **UNIFIED COMMUNICATIONS as a SERVICE (UCaaS) SOLUTION**

1. PURPOSE. The Guam Visitors Bureau (GVB), a public, non-stock corporation, is seeking proposals from qualified local vendors to design and implement a managed (hosted) subscription-based, carrier-grade, reliable, efficient, scalable, secure and cost-effective Unified Communications as a Service (UCaaS) solution, including, but not limited to, IP Telephony, VoIP desktop telephone instruments, Web (audio & video) Conferencing, Unified Messaging (for email, chat, IM, fax, SMS, other non-real-time components), Mobility, and Presence.

This will be a multi-term single contract lease and maintenance agreement for sixty (60) months, beginning year 1 with the contract signing date as the start date until the end of the fiscal year (September 30, 2023) and renewable annually for the next four consecutive fiscal years until the expiration of the agreement term and based upon availability of funds (2 GAR Div 4 §3119 and §3121).

The Bureau envisions a new, open platform that will provide a framework from which it can build and take full advantage of current and emerging technologies to enhance internal and external communications services while improving collaboration among employees, constituents, overseas partners and contractors with full access to both information and applications anytime, anywhere.

#### A. The Bureau intends to:

- (1) Leverage a new Unified Communications as a Service (UCaaS) solution, from a dependable provider as managed (hosted), subscription-based.
- (2) Implement a separate internet connection (fiber, 10Mbps) solely for the VoIP system. *This is a connection other than the existing fiber connections in the bureau.*
- (3) Reassign/Re-identify central telephone closet location from lower-lever of building to upper-level (in central Server Room/Copy Room of the Bureau's Main Facility).
- (4) Replace current desktop telephone instruments (terminals) with IP handsets as part of a new UCaaS implementation.
- (5) Integrate existing GoTo! and Zoom Virtual Meeting services into the newly provided UCaaS solution (if possible with current release versions).
- (6) Identify security risks within the newly provided UCaaS solution and define/implement preventive measures and countermeasures to reduce vulnerabilities and system failure, including the development of a recovery plan.
- (7) Communicate with overseas offices more effectively, efficiently.
- (8) Implement a UCaaS strategy that integrates real-time as well as non-real-time communication capabilities including, but not limited to:
  - a. Instant Messaging/Chat





- b. Fax Integration
- c. Mobile Extensions
- d. Web Audio/Video Conferencing
- e. Data Sharing
- f. Unified Messaging
- (9) Leverage new emerging technology to address the bureau's immediate needs and accommodate for future expansion (i.e., consideration of 5G VoIP benefits or graduating to a more robust UCCaaS (Unified Communications & Collaboration as a Service)).
- (10) Compete more effectively in the travel-tourism industry with a state-of-the-art UCaaS solution that advances a robust digital platform to serve as a more efficient, communications toolkit.
- 2. PROJECT BACKGROUND AND DESCRIPTION. GVB is responsible for the coordination and basic support of technology services in all its departments. This includes the provision and support of the Bureau's local area network, on-site servers, approximately 60 desktop/laptop computers, 42 desktop telephone instruments, numerous business software applications, GoTo!, Zoom and Google Meets virtual meetings for business subscriptions, an integrated Customer Relationship Management (CRM) and Content Management System (CMS) system, various social media platforms, and numerous global websites.

The existing voice network consists entirely of the GRANDSTREAM system. The existing telephone infrastructure supporting the current desktop instruments is outdated and unreliable.

#### A. Current (LAN) Network Infrastructure Description.

- (1) New CAT6A infrastructure has been implemented to all user-locations (quantity two (2) CAT6 keystones at each end-point) requiring a telephone and data link (as of December, 2020).
  - Individual data-links are currently being used for the LAN. Telephone-links (complete with CAT6 keystones) are readily-available for use with new proposed telephone instruments as-needed.
  - New telephone instruments as proposed may be powered via PoE or external AC adapter.
- (2) Fiber connections for internet service are currently provided by two different carriers. 250Mbps is the primary connection for internet. A separate connection (100Mbps) serves as the secondary, providing redundancy as-needed.
- (3) New and direct lines and connections for Wireless Access Points, have been established in four (4) specific areas in GVB's main facility.
- (4) PoE switches have been deployed at designated MDF and IDF points (for LAN only).
- (5) All new wiring in facility is professionally concealed within the facility's ceilings and within newly applied conduits and wire-molding as designed.
- (6) All network equipment is properly secured in two separate industry-standard server racks.
- (7) All network equipment is supported by UPS systems.





3. <u>DESIRED GOALS/OBJECTIVES/OUTCOMES.</u> GVB expects its new Unified Communications (UCaaS) platform to provide a standardized cost-effective architecture that allows the organization to achieve a (digital) business transformation to a more robust, effective and productive digital environment.

This newly envisioned UCaaS solution must provide the Bureau with a consolidated solution-based framework that leverages highly innovative solutions now and into the future. The overall system design and architecture should be flexible and scalable (i.e., expansion for additional users and locations, ability to migrate to 5G VOiP platform, and graduate to a more robust UCCaaS (Unified Communications & Collaboration as a Service).

The Bureau is looking for a qualified local vendor to assist with future planning and sourcing (including consideration of new technology as it becomes available). The vendor will also perform any future implementation, training, support, maintenance, and transition services as required.

- A. The vendor should provide detailed information regarding the proposed solution including installation schedules, exact standards to be adhered to, as well as detailed drawings indicating users, wiring, terminals and other equipment locations. Floorplans/network layout will be provided upon request.
- B. The selected vendor shall be required to demonstrate its ability to deliver, support and maintain a complete UCaaS solution. *Particular requirements are as follows:* 
  - (1) Current services, retaining existing extension numbers, current DID capabilities, E911, etc.
  - (2) A new system that establishes a service that provides users with the optimum combination of quality, service level, and cost control.
  - (3) A resilient, reliable platform that is secure, stable, and based upon leading-edge technology.
  - (4) An IP Telephony solution to support the demands for the next 10 years that is easily scalable to increase the user-base as well as extend to other locations when required.
  - (5) A Unified Communications as a Service (UCaaS) solution with full integration to IP telephony, audio/video conferencing, email, fax, instant-messaging, service desk (attendant), mobile device integration, and other communication functions.
  - (6) A system that will allow for integration with the bureau's existing web-driven, virtual meeting and seminar platforms GoTo!, Zoom, and Google Meet. (Optional; if possible.)
  - (7) A UCaaS solution that is secure and implements preventive measures to mitigate against vulnerabilities, i.e., 'eavesdropping', unauthorized interception of VoIP, IM, or other traffic. Other notable threats include Vishing (the VoIP-enabled form of phishing), DoS attacks, and platform compromise causing systems to disrupt and crash.
  - (8) A UCaaS solution that begins with a design and architecture that is flexible and scalable for future emerging trends (i.e., migrate to 5G VOiP platform, graduate to a more robust UCCaaS (Unified Communications & Collaboration as a Service).
  - (9) Solutions implemented and deployed to the highest quality and security using best practices in the industry.





- (10) The new UCaaS solution must bring together disparate communications methods, applications, and information sources, to facilitate efficient and timely collaboration between people and to improve accessibility to vital information regardless of device and location.
- 4. REQUIRED SPECIFICATIONS. PLEASE NOTE ITEMS F-G-H-I-J-K-L REQUIRE RESPONSES.

  PLEASE ITEMIZE AND INCLUDE YOUR RESPONSES IN THE COVERLETTER OF YOUR SUBMISSION.
  - A. Network peripherals. (Required)
    - (1) Quantity two (2) 50-Port Gigabit full-PoE smart switches to be deployed at the MDF and IDF.
    - (2) Necessary equipment for VoIP connectivity, i.e., media converter for fiber, router, power protection, uninterruptable power supply, as needed. Rack-mount space is available.
  - B. Hosted Solution capabilities.
    - (1) Built-in UC capabilities (i.e., voice, video, fax, instant messaging, conference calls, voicemail).
    - (2) Minimum Specifications:
    - a. Embedded VoIP
    - b. Embedded Voice Mail
    - c. Embedded ACD (Automatic Call Distribution)
    - d. Embedded SIP
    - e. Embedded Audio Conference
    - f. Fax-enabled
    - g. Mobile extension
    - h. ACD call statistics
    - i. Simplified directory search and dial
    - j. Custom MOH (Music on Hold) support
    - k. VM to e-mail forwarding
    - I. Centralized voice mail
    - m. Web administration
    - n. Web user portal
    - (3) Dedicated internet connection for UCaaS Solution (fiber, 10Mbps)
  - C. Terminals required (per user-type):
    - (1) Qty. 40: Office Terminals assigned to one employee with mostly desk duties when in office.
    - (2) Qty. 6: Manager/Supervisor Terminals assigned desk phone per division manager/supervisor (with touchscreen/video capability).
    - (3) Qty. 3: Conference Terminals used in a conference room setting.
    - (4) Qty. 1: Reception Terminal used at front desk/customer service desk, where most customer calls are answered by reception staff.





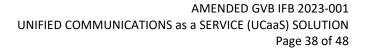
- (5) Qty. 6: Mobile DECT 6.0 Units used in mobile environment (immediate surrounding grounds, warehouse, events).
- D. Minimum specifications for ALL IP Terminals:
  - (1) Each handset (terminal) must have the following minimum functions:
    - a. PoE (802.3af)
    - b. LLDP-MED/802.1z security support
    - c. UC Enabled
    - d. Pass-through Ethernet Port (IEEE 802.3/1 Gigabit)
    - e. Web Management
    - f. Echo Cancellation, VAD, CNG, Hearing-aid compatible
    - g. SIP Enabled
    - h. AC power supply adapter
  - (2) Other basic functions (across all terminals):
    - a. Message Waiting Indicator
    - b. Volume control
    - c. Multiple line support
    - d. Speaker
    - e. Hold
    - f. Call Forwarding
    - g. Mute
    - h. Conference Call
    - i. Desk or wall-mountable
    - j. Caller ID
    - k. Wired and/or wireless head-set compatibility
    - I. Paging/Intercom
  - (3) Additional functions for specific terminals (by user-type):
    - a. Manager/Supervisor Terminals
      - i. Full touchscreen interface
      - ii. Video Conference integration
      - iii. Bluetooth integration
      - iv. Gigabit support
      - v. HD Voice
    - b. Conference Terminals
      - i. Full touchscreen interface
      - ii. Video Conference integration
      - iii. Bluetooth integration
      - iv. Gigabit support
      - v. HD Voice
    - c. Reception Terminal





- i. 40 LCD programmable keys
- ii. Additional Extension button pad (to provide direct dial to a minimum of 50 extension numbers)
- iii. Integrated Presence
- iv. Gigabit support
- v. HD Voice
- vi. Electronic Hook Switch Capable (Bluetooth or DECT)
- vii. Bluetooth
- d. Mobile DECT 6.0 Units
  - i. Bluetooth connectivity for headset
  - ii. Speakerphone function
- E. System must be able to support multiple analog devices with an architecture that allows for future growth. Current counts of analog lines and usage are:
  - (1) Qty. 1: Alarm/Intruder Detection landline for dispatch notification
  - (2) Qty. 2: Fax (646-3917, 646-8861)
  - (3) Qty. 2: Misc (backup conference phones/credit card units, other)
- F. Provide for expansion for telephone instruments (and extensions). Explain how additional units can be added to the existing framework, i.e., 'piggy-backing' on an existing nearby telephone unit (using an RJ-45 port) if in the event a CAT 6 Keystone in close proximity cannot be identified.
- G. Provide a timeline from project start to completion. Specifically address any outages or cutover time.
- H. The system must provide for failover operation at the Bureau's main facility. Explain the architecture that supports this:
  - (1) Describe your firm's corrective measures/process during a WAN/LAN failure.
  - (2) Explain what equipment is necessary for switching to PSTN during an event when WAN/LAN is no longer available.
  - (3) Explain what services/features are available when the system enters survivability mode.
  - (4) Explain your procedures/countermeasures in the event a security breach of the UCaaS solution is identified.
- I. Firm must acknowledge that no fees have been or are expected to be received from 3<sup>rd</sup> party vendors, manufacturers or carriers for this project.
- J. Describe your firm's experience working with carrier services. Please provide a brief description of your capabilities.
- K. Provide total "not to exceed" fee for services referenced in the Scope of Work. Pricing should include hourly estimates for each phase and task included. *Include all estimated travel costs (if required) for*







the phases described.

L.	Describe any infrastructure changes required for your proposed solution. Examples are additional
	telecommunications circuits, internal wiring and conduit/molding, or network hardware.

\* \* \* End of Scope of Work \* \* \*





SECTION XI

## **AMENDED BID SCHEDULE**

## **UNIFIED COMMUNICATIONS AS A SERVICE (UCAAS)**

REFER TO SECTION IV SCOPE OF WORK, #4 REQUIRED SPECIFICATIONS FOR DETAILS ON HARDWARE, SERVICES AND SUPPORT.

SCOPE OF WORK, SERVICES, SUPPORT	DESCRIPTION	QTY	MONTHLY COST (per unit, each)	TOTAL ANNUAL
HARDWARE	a) Quantity two (2) 50-Port Gigabit full-PoE smart switches  PoE smart switches –to be deployed at the MDF and IDF	<u>2</u>	\$	\$
	Necessary equipment for VoIP connectivity, i.e., media converter for fiber, router/switch, power protection, uninterruptable power supply. Rack-mount space is available.			
	(please list items here and price accordingly)			
			\$	\$
		_	\$	\$
		_	\$	\$
		_	\$	\$
		_	\$	\$
Implementation	Installation, Configuration, Testing, Certification	1	(one-time fee)	(one-time fee)
Support & Maintenance	Service, Maintenance, Support		Monthly	Annual
		<u>12</u>	\$	\$





UCaaS Managed	UCaaS Hosted/Managed Solution	<u>1</u>	Monthly	Annual
	a) Built-in UC capabilities (i.e., voice, video, fax, instant messaging, conference calls, voicemail). b) Minimum Specifications: i. Embedded VoIP ii. Embedded Voice Mail iii. Embedded ACD (Automatic Call Distribution) iv. Embedded SIP v. Embedded SIP v. Embedded Audio Conference vi. Fax-enabled vii. Mobile extension viii. ACD call statistics ix. Simplified directory search and dial x. Custom MOH (Music on Hold) support xi. VM to e-mail forwarding xii. Centralized voice mail xiii. Web administration xiv. Web user portal c) Dedicated internet connection for UCaaS Solution (fiber, 10Mbps)		\$	\$
Implementation	Configuration, Integration, Testing, Certification	1	(one-time fee)	(one-time fee)
Support & Maintenance	Service, Maintenance, Support		Monthly	Annual
		<u>12</u>	\$	\$





OFFICE	OFFICE Terminals		Monthly Cost	Total Annual
Terminals/Desktop Units	South have don't the waste all a south a south a fall and in		(per unit, each)	
	Each handset (terminal) must have the following		\$	<b>*</b>
	minimum functions:	<u>40</u>	ş	\$
	a) PoE (802.3af)			
	b) LLDP-MED/802.1z security support			
	c) UC Enabled			
	d) Pass-through Ethernet Port (IEEE e) 802.3/1			
	Gigabit)			
	e) Web Management			
	f) Echo Cancellation, VAD, CNG, Hearing-aid			
	compatible			
	g) SIP Enabled			
	h) AC power supply adapter			
	i) Message Waiting Indicator			
	j) Volume control			
	k) Multiple line support			
	l) Speaker			
	m) Hold			
	n) Call Forwarding			
	o) Mute			
	p) Conference Call			
	q) Desk or wall-mountable			
	r) Caller ID			
	s) Wired and/or wireless head-set			
	compatibility			
	t) Paging/Intercom			





MANAGER/SUPERVISOR	MANAGER/SUPERVISOR Terminals		Monthly Cost	Total Annual
Terminals/Desktop Units			(per unit, each)	
	a) Full touchscreen interface			
	b) Video Conference integration	<u>6</u>	\$	\$
	c) Bluetooth integration			
	d) Gigabit support			
	e) HD Voice			
	Each handset (terminal) must have the following			
	minimum functions:			
	a) PoE (802.3af)			
	b) LLDP-MED/802.1z security support			
	c) UC Enabled			
	d) Pass-through Ethernet Port (IEEE e) 802.3/1			
	Gigabit)			
	e) Web Management			
	f) Echo Cancellation, VAD, CNG, Hearing-aid			
	compatible			
	g) SIP Enabled			
	h) AC power supply adapter			
	i) Message Waiting Indicator			
	j) Volume control			
	k) Multiple line support			
	l) Speaker			
	m) Hold			
	n) Call Forwarding			
	o) Mute			
	p) Conference Call			
	q) Desk or wall-mountable			
	r) Caller ID			
	s) Wired and/or wireless head-set			
	compatibility			
	t) Paging/Intercom			





CONFERENCE	CONFERENCE TERMINALS		Monthly Cost	Total Annual
Terminals/Tabletop Units			(per unit, each)	
	a) Full touchscreen interface			
	b) Video Conference Integration			
	c) Bluetooth Integration	3	\$	\$
	d) Gigabit Support			
	e) HD Voice			
	Each handset (terminal) must have the			
	following minimum functions:			
	a) PoE (802.3af)			
	b) LLDP-MED/802.1z security support			
	c) UC Enabled			
	d) Pass-through Ethernet Port (IEEE e) 802.3/1			
	Gigabit			
	e) Web Management			
	f) Echo Cancellation, AD, CNG, Hearing-Aid			
	Compatible			
	g) SIP Enabled			
	h) AC Power Supply Adapter			
	i) Message Waiting Indicator			
	j) Volume Control			
	k) Multiple Line Support			
	I) Speaker			
	m) Hold			
	n) Call Forwarding			
	o) Mute			
	p) Conference Call			
	q) Desk or Wall-Mountable			
	r) Called ID			
	s) Wired and/or wireless head-set compatibility			
	t) Paging/Intercom			





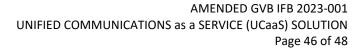
Reception Terminal	Reception terminal		Monthly Cost	Total Annual
	40.160		(per unit, each)	
	a) 40 LCD programmable keys			
	b) Additional Extension button pad (to provide		_	
	direct dial to a minimum of 50 extension numbers)	<u>1</u>	\$	\$
	c) Integrated Presence			
	d) Gigabit support			
	e) HD Voice			
	f) Electronic Hook Switch Capable (Bluetooth or			
	DECT)			
	g) Bluetooth			
	Each handset (terminal) must have the following			
	minimum functions:			
	a) PoE (802.3af)			
	b) LLDP-MED/802.1z security support			
	c) UC Enabled			
	d) Pass-through Ethernet Port (IEEE e) 802.3/1			
	Gigabit)			
	e) Web Management			
	f) Echo Cancellation, VAD, CNG, Hearing-aid			
	compatible			
	g) SIP Enabled			
	h) AC power supply adapter			
	i) Message Waiting Indicator			
	j) Volume control			
	k) Multiple line support			
	l) Speaker			
	m) Hold			
	n) Call Forwarding			
	o) Mute			
	p) Conference Call			
	q) Desk or wall-mountable			
	r) Caller ID			
	s) Wired and/or wireless head-set			
	compatibility			
	t) Paging/Intercom			





MOBILE DECT 6.0 Terminals/Units	MOBILE DECT 6.0 Terminals  a) Bluetooth connectivity for headset b) Speakerphone function  Each unit must have the following minimum functions:  a) PoE (802.3af) b) LLDP-MED/802.1z security support c) UC Enabled d) Pass-through Ethernet Port (IEEE e) 802.3/1 Gigabit) e) Web Management f) Echo Cancellation, VAD, CNG, Hearing-aid compatible	<u>6</u>	Monthly Cost (per unit, each) \$	\$
	g) SIP Enabled h) AC power supply adapter i) Message Waiting Indicator j) Volume control k) Multiple line support l) Speaker m) Hold n) Call Forwarding o) Mute p) Conference Call q) Desk or wall-mountable r) Caller ID s) Wired and/or wireless head-set compatibility t) Paging/Intercom			
Terminals/Desktop Units Implementation	Individual Terminals/Desktop Units (total quantity 56 units) Installation, Configuration, Integration, Testing, Certification	1	(one-time fee)	(one-time fee)
Support & Maintenance	Terminals (total quantity 56 units) Service, Maintenance, Support	<u>12</u>	Monthly \$	Annual \$







Other Services - One Time Charge: TRAINING	On-Site Training for Key GVB Personnel	1		\$
Hourly Rate for other Professional Services				
Other Services - Hourly Rate: Technical Assistance	Hourly Rate: Technical Assistance		Hourly \$	
Other Services - Hourly Rate: Professional Consulting	Hourly Rate: Professional Consulting		Hourly	
Other Services - Hourly Rate: Help-Desk Services/Support	Hourly Rate: Help-Desk Services/Support		Hourly	

Please include Rate Card of Hourly Rates for all professional services offered.





## **BID SCHEDULE (CONTINUED)**

**COMMUNICATIONS (LANDLINE)** 

ITEM	QTY	MONTHLY COST (per unit, each)	TOTAL ANNUAL COST
Standard Telephone Line a) 671-646-5278 Main b) 671-646-5279 Main2 c) 671-300-7797 Alarm Dispatch Notification d) Qty. 46 DID (extensions: Office + Manager Terminals) (includes E911, SLC, USF fees, surcharges, other)	49	\$	\$
Dedicated Fax Line (Domestic & International) e) 671-646-3917 f) 671-646-8861	2	\$	\$
Long Distance Capabilities (each, international, for select individual (assigned) accounts)	each	\$	\$
Additional Telephone Lines (each, extensions, DID)	each	\$	\$
Additional Dedicated Lines (each, credit card units, conference lines, other backups)	each	\$	\$





## BID SCHEDULE (CONTINUED) TOTAL BID COST

ITEM	TOTAL
HARDWARE IMPLEMENTATION & TRAINING TOTAL BID:	\$
UCaaS HOSTED/MANAGED SOLUTION (ANNUAL COST) TOTAL BID:	\$
SUPPORT AND MAINTENANCE (ANNUAL COST) TOTAL BID:	\$
COMMUNICATION LANDLINES (ANNUAL COST) TOTAL BID:	\$
BID SCHEDULE: ANNUAL COST TOTAL BID	\$

