

**GUAM POLICE DEPARTMENT
AND
GOVERNMENT OF GUAM INTEROPERABLE COMMUNICATIONS
WORKING GROUP (ICWG)**

**CONSULTING SERVICES
FOR
THE GOVERNMENT OF GUAM
INTEROPERABLE COMMUNICATIONS
LAND MOBILE RADIO (LMR) SYSTEM**

RFP / GPD-001-2015

Issuance Date: February 13, 2015

Request for Proposal

Request for Proposal

CONSULTING SERVICES FOR INTEROPERABLE COMMUNICATIONS
LAND MOBILE RADIO (LMR) SYSTEM

Guam Police Department
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Email: icwg@gpd.guam.gov
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All dates & times referenced in this RFP are Chamorro Standard Time (ChST) (UTC+10).

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General Information for Firms

The Guam Police Department, an agency of the Government of Guam, is in search of services from one or more qualified firms, licensed to conduct business on Guam, to contract for and provide consulting services to assist the Guam Police Department and the Interoperable Communications Working Group (ICWG) in establishing a high-level system and user requirements for the replacement of its current land mobile radio system. The proposal shall include, but is not limited to, an assessment of the existing system and reports, business policies and procedures; dialogues with users to define functional and reporting requirements; and other needs of the proposed system. For purposes of this document, the Guam Police Department will be referred to as “the department”.

BACKGROUND

Interoperable Communications Working Group (ICWG)

The Interoperable Communications Working Group (ICWG) was established by Executive Order No. 2014-10 so that the residents of Guam may best be served by an interagency working group whose mandate is, in part, to develop an interdisciplinary approach among all levels of government to provide reliable communications for the entire emergency response community within Guam.

The ICWG is authorized to employ the necessary staff or procure the services of a firm or firms for the purposes of: a) strategic planning, b) grantsmanship, program implementation, program evaluation and compliance reporting, and c) planning for the replacement, upgrade, maintenance, disposal of, or acquisition of a system.

Land Mobile Radio (LMR) System

The Government of Guam (GovGuam) currently operates an island wide analog 800MHz wireless communications system which was completed in 1989 for voice communication and is presently used by approximately eighteen (18) GovGuam agencies, ten (10) Federal Agencies and the Guam Hotel & Restaurant Association (GHRA) Security Council with over one thousand (1,000) subscribers.

The current LMR System has reached the end of its useful life and is at a point where many of the key components of the LMR system are no longer supported. GovGuam intends to replace the current LMR with an Association of Public-Safety Communications Officials (APCO) Project 25 (P25) compliant system.

Since September 2011, interoperability of voice, data, and imagery communications with emergency service agencies is of paramount importance and the necessity of reliable

communications and interoperability for first responders was demonstrated during the typhoons that have affected the Island.

1. Procurement Objectives

It is the goal of the department to contract with one or more experienced and qualified vendors for interoperable communications consulting services to assist the Guam Police Department and the Interoperable Communications Working Group (ICWG) develop a multi-phased design and implementation plan for an island-wide radio system. The project will include advisement about the current condition of the island wide analog 800MHz wireless communications system by conducting an assessment of the system which may include buildings, grounds, facilities, equipment, devices, and its users.

2. Issuing Office

The Guam Police Department (GPD) is issuing this Request for Proposal (RFP). The RFP document details general information about the Land Mobile Radio System (LMRS).

Interested offerors may obtain and sign for a copy of the RFP between the hours of 8:00 a.m. – 5:00 p.m., Monday thru Friday (excluding official Government of Guam holidays), at the:

Office of the Chief of Police
Guam Police Department
Bldg. 13-16A Mariner Avenue
Tiyán, Guam 96913

Or, may download the RFP at www.gpd.guam.gov.

Notice for firms downloading the RFP online.

Prospective offerors who download RFPs are required to register their intent to submit proposals via email to Ms. Ovita Nauta at icwg@gpd.guam.gov. Notices of intent should include company name, company address, contact name, and contact information which includes an email address. The government will confirm receipt of the intent to submit via email. **Proposals from offerors that have not registered their intent to participate in the RFP will not be considered for award.** It is recommended that offerors register their intent as early as possible.

Offerors are responsible for accessing and viewing the attachments.

Government of Guam procurement rules require that all potential offerors be notified, and acknowledge receipt of any amendments to RFPs. Amendments will be available from the contact persons identified in the RFP and will also be posted on the websites.

3. Proposal Submission

Proposals will be submitted to Ms. Ovita Nauta, Administrative Services Officer, at the following physical address:

Guam Police Department
Finance Section
Bldg. 13-16B Mariner Avenue
Tiyán, Guam 96913

or mailed to her at:

Guam Police Department
Finance Section
P.O. Box 23909
Barrigada, Guam 96921-3909

To be considered, proposals submitted must contain one (1) typewritten and legible original proposal contained within one (1) Portable Document Format (PDF) file. As a courtesy to the ICWG, please keep the PDF file size below eight (8) MBs and six (6) copies each of the proposal, along with any supplementary materials. The proposal shall be signed by an official authorized to obligate the firm. All submissions must be received in a sealed envelope or package with the following clearly indicated on the outside:

**GOVGUAM INTEROPERABLE COMMUNICATIONS
CONSULTING SERVICES RFP – OFFEROR PROPOSAL**

Proposals must be received no later than 4:00 pm, Friday, March 27, 2015.

An offeror’s failure to submit its proposal prior to the deadline will cause the proposal to be disqualified.

4. Procurement Schedule:

<u>Event</u>	<u>Date and Time</u>	
RFP Issuance	February 13, 2015 (Friday)	4:00 p.m.
Deadline to Register Intent to Submit Proposal	February 27, 2015 (Friday)	5:00 p.m.
Pre-Proposal Teleconference (Mandatory)	March 06, 2015 (Friday)	10:00 a.m.
Inquiry Submission Deadline	March 13, 2015 (Friday)	5:00 p.m.
Inquiry Response Deadline	March 20, 2015 (Friday)	5:00 p.m.
Proposal Submission Deadline	March 27, 2015 (Friday)	4:00 p.m.
Selection of Vendor	May 01, 2015 (Friday)	5:00 p.m.

All events, except the ‘Pre-Proposal Teleconference’, will be held at the GPD Finance Office located at the 1st floor of Building 13-17B Mariner Avenue, Tiyan, for the purposes of the RFP from 8:00 a.m. to 5:00 p.m., Monday through Friday, except for official Government of Guam holidays.

5. Procurement Guidelines and Conditions

5.1. Preparation of Proposal

Proposals must be prepared to conform by means of all instructions, conditions, and requirements included in the RFP. Firms are required to examine all documentation. Failure to observe all terms and conditions will be at the firm’s risk.

5.2. Cost of Proposal Preparation

There is no expressed or implied obligation for the government of Guam to reimburse responding firms for any expenses incurred in preparing any proposal in response to the RFP.

5.3. Type of Contract

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

5.4. Revisions to the RFP

The department has the right to amend the RFP at any time. If an amendment is issued, it will be provided to all who have picked up a copy of the RFP as well as to those who have registered as having downloaded the RFP through the websites noted in Section 1.2 of this document. Acknowledgement of receipt of all issued amendments shall be required from all firms.

5.5. Cancellation of the RFP

The department may cancel the RFP, in whole or in part at any time, or reject any or all proposals submitted in response to the RFP.

5.6. Pre-Proposal Teleconference

A Pre-Proposal Teleconference for all firms who have registered their intent to submit a proposal will be held at the Guam Homeland Security/Office of Civil Defense Policy Room. The number to call is (671) 477-0513. After this Pre-Proposal Teleconference, any inquiries concerning the RFP should be submitted in writing or by fax no later than **5:00 p.m. on March 13, 2015**. Questions formally submitted to the department will be responded to in writing and sent expeditiously to all recipients of the RFP. Any revisions to the RFP as a result of the conference shall be made exclusively through the issuance of an amendment.

All questions and correspondence after the Pre-Proposal Teleconference should be directed to the Finance Section by FAX at (671) 472-8003, or by email at icwg@gpd.guam.gov, or in writing to the following address:

Ms. Ovita Nauta
Administrative Services Officer
Guam Police Department
Finance Section
Bldg. 13-16 B Mariner Avenue
Tiyán, Guam 96913

5.7. Duration of Proposal Validity

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

5.8. Disclosure of Major Shareholders

As a condition of submitting a proposal, any partnership, sole proprietorship or corporation doing business with the department shall submit an affidavit executed under oath that lists the name and address of any person who has held more than ten percent (10%) of the outstanding interest or shares in the said partnership, sole proprietorship, or corporation at any time during the twelve (12) month period immediately preceding submission of a proposal. The affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship, or corporations, which have been held by each such person during the twelve (12) month period. In addition, the affidavit shall contain the name and address of any person who has received or is entitled to

receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the proposal for the firm and shall also contain the amounts of any such commission, gratuity or other compensation. The affidavit shall be open and available to the public for inspection and copying.

5.9. Submission of Proposals

See Section 1.3 for explanation.

5.10. Modification of Proposals

It is the responsibility of the respondent to deliver the proposal modifications on or before the date and time of the RFP receipt deadline. Proposals will not be accepted after the date and time of closing under any circumstances.

5.11. Late Proposals

Any proposals received after the date and time specified in Section 1.3 will not be considered. The receipt of all proposals will be the date and time stamped.

5.12. Withdrawal of Proposals

Proposals may be withdrawn by written or facsimile notice received by the department at any time prior to award. Proposals may be withdrawn in person by a firm or the firm's authorized representative, provided that the identification of the representative is verified and a receipt for the proposal is signed by the representative.

5.13. Oral Discussion / Product Presentations

Firms may be required to participate in oral discussion(s) and / or demonstration(s) of the services contained in their proposal. Should the department elect to conduct such events for the purpose of proposal clarification, this will be accomplished by a mutually agreeable time. Firms should, however, present proposals which are complete and comprehensive in all ways since the department reserves the right to award a contract without further discussions.

5.14. Proposal Acceptance

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

Proposals should be submitted on the most favorable terms available to the department from a price and technical standpoint. It is understood that proposals will become part of the official file, except for those sections of the proposal that are specifically requested to be kept *confidential* to the department.

5.15. Unsuccessful Firms

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

5.16. Department Use of Proposal Ideas

The department has the right to use any or all ideas and concepts presented in any proposal received in response to the RFP unless the firm presents a statement of objection in their proposal. In no event will the department be precluded from the use of ideas, which are not proprietary information of the firm, and so designated in the proposal, or which:

A. Were known to the department before submission of such proposal or;

B. Properly became known to the government thereafter, through other sources or through acceptance of the firm's proposal

5.17. Disclosure of Data

Proposals submitted in response to the RFP may contain technical data, which the firm or its subcontractor does not want used or disclosed for any purpose other than evaluation of the proposal. The use and disclosure of any such technical data may be restricted provided that the data is clearly marked. If a contract is awarded to the firm, the department shall have the right to use or disclose the technical data to the extent otherwise provided in the agreement. The government does not assume liability for the use or disclosure of unmarked technical data.

6. Contractual Conditions

6.1. Final Payment and Release of Claims

Final payment shall be made upon satisfactory delivery and acceptance of all products and services as herein specified and performed under the agreement. Prior to final payment; and as a condition precedent thereto, the firm shall execute and deliver to the department, a release in a form approved by the department of claims against the department arising under and by virtue of the agreement.

6.2. Written Notice of Claims

The firm will, within thirty (30) days, after any claim accrues arising out of, or in connection with the employment provided herein; give written notice to the department of such claim, setting forth in detail all the facts relating thereto and the basis for such claim; and that the firm will not institute any suit or action against the department in any court or tribunal in any jurisdiction based on any such claim later than one (1) year after such filing. Any action or suit on any claim shall not include any item or matter not specifically mentioned in the proof of claim above specified. It is agreed that if such action or suit is instituted, proof by the firm of his compliance with the provisions of this paragraph shall be a condition precedent to any recovery; and that this paragraph does not constitute a waiver of any applicable statutes of limitations.

6.3. Term and Scope of Agreement

The agreement and contract resulting from the RFP shall be for a term of one (1) year, with one (1) year option to renew, for a total possible term of two (2) years maximum. All renewals and amendments to the original agreement shall be by mutual agreement and shall be effective only if confirmed in a writing signed by all parties. For the purpose of this paragraph, and the entire resulting agreement (including renewals or amendments), the signature of the Chief of Police of the Guam Police Department is the only signature that will bind the department.

The agreement, and any renewals, or amendments thereto, shall supersede any and all other prior agreements, either oral or in writing. Each party to the agreement acknowledges that no representation, inducements, promises, or agreements; orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which, are not embodied herein, and that no other agreement, statement, or promise not contained in the agreement shall be valid or binding.

6.4. Responsibility of the Firm

The firm shall be responsible for the professional and technical accuracy of all work and materials furnished under the agreement. The firm shall, without additional cost to the department, correct or revise all errors or deficiencies in his/her work identified during the term of the agreement.

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

6.5. Assignment of Agreement

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

6.6. General Compliance with Laws

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

6.7. Retention and Access to Records and Other Review

The firm, including subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and to make such materials available at their respective offices at all reasonable times during the agreement period for three (3) years from the date of final payment under the agreement; for inspection by the department. Each subcontract by the firm pursuant to the agreement shall include a provision containing the conditions of the section.

6.8. Ownership of Documents

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

6.9. Indemnity

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

6.10. Change Order

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

6.11. Severable Provisions

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

6.12. Governing Law

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

6.13. Effective Date of Agreement

The agreement shall take effect upon the date it is signed by the Governor of Guam.

6.14. Department not Liable

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

6.15. Nondiscrimination in Employment

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

6.16. Multi-year Contracts Contingent upon Appropriations

If the legislature fails to appropriate funds or if funds are not otherwise made available for continued performance of the agreement for any fiscal year succeeding the first fiscal year, the agreement shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the department's rights or the firm's rights under any termination clause in the agreement. The effect of termination of the agreement hereunder will be to discharge both the firm and the government from future performance of the agreement, but not from their rights and obligations existing at the time of termination. The firm shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the agreement. The department shall notify the firm as soon as it has knowledge that funds may not be available for the continuation of the agreement for each succeeding fiscal year beyond the first fiscal year.

6.17. Termination for Default

6.17.1. Default

If the firm refuses or fails to perform any of the provisions of any agreement resulting from the RFP with such diligence, as will ensure its completion within the time specified in the agreement, or any extension thereof, or otherwise fails to timely satisfy the agreement provisions or commits any other substantial breach of the agreement, the Chief of Police may notify the firm in writing of the delay or non-performance and such official may immediately terminate the firm'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, the Chief of Police may procure similar supplies or services in a manner and upon terms

deemed appropriate by the Chief of Police. The firm 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.

6.17.2. Firm's Duties

Notwithstanding termination of the agreement and subject to any directions from the Chief of Police, the firm shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the firm in which the territory has an interest.

6.17.3. Compensation

Payment for completed supplies delivered and accepted by the department shall be at the agreement price.

6.18. Termination for Convenience of the Department

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

6.19. Delays and Extension of Time

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

The firm agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances, for any cause whatsoever during the progress of any portion of the work specified in the agreement. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of either the firm or the subcontractor or suppliers.

The firm's access to the GovGuam ICWG System or its facilities may be granted as needed. However, the competency/sufficiency of department staff will not be reason for relieving the firm of any responsibility for failing to meet required deadlines or producing non-acceptable deliverables.

6.20. Suspension of Work

If at any time during the term or the agreement, the department determines that the best interests of the government would be served by temporarily suspending the development of the system, the department shall provide the firm with a written notice to that effect. The firm shall, immediately upon receipt of the notice, cease all affected operations for the period specified in such notice, said notice not to be unreasonably invoked.

The intent of this clause is to provide the government with a right to suspend development of the system in the event that a significant deficiency is discovered and to hold the progress of systems development in suspense pending a cure satisfactory to the department of any such deficiency. All payments shall also be suspended pending the cure of such deficiency satisfactory to the department.

6.21. Disclaimer

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

6.22. Status of the Firm

The firm and its agents and employees are independent contractors performing professional services for the department and are not employees of the department. The firm and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of government vehicles, or any other benefits afforded to employees of the department as a result of the agreement.

6.23. Payment of Taxes

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

6.24. Compliance with Immigration Reform and Control Clause

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

6.25. Omissions

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

6.26. Approvals Required

The department has the right to review any response that is selected as the successful proposal prior to execution of the agreement. Contract awards, if any, resulting from the RFP are subject to appropriate Government of Guam departmental and agency approvals.

6.27. Prime Firm Responsibility

The agreement that results from the RFP will specify that the prime firm is solely responsible for fulfillment of the agreement with the department.

6.28. Subcontractors

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

6.29. Products and Services: Copyright

The firm must warrant that all products and services delivered under the agreement will not infringe upon or violate at any time any patent, copyright, trade secret, or other proprietary right of any third party. In the event of a claim by any third party against the department, the department shall promptly notify

the firm and the firm shall defend such claim in the department's name, but at the firm's expense, and shall indemnify and hold harmless the department against any loss, expense, or liability arising out of such claim, whether or not such claim is successful.

6.30. Warranty of Removal of Conflict of Interest

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

6.31. Order of Precedence

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

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

6.32. Liability

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

6.33. System Code and Documentation Ownership

All rights, title, and ownership in and to the system code and documentation required or produced, and created or customized by the firm, their employees, or subcontractors as a result of the services rendered under the agreement arising from the RFP, including but not limited to, all registrable and patent rights, shall become the property of the department. Ownership rights will recognize and provide that all agencies of the government reserve a royalty-free, and irrevocable license to provide, publish or otherwise use and to authorize others to use all system code and documentation which is required or produced as a result of the agreement.

6.34. Right to Publish

Throughout the term of the agreement, the firm shall secure the department's written approval prior to the release of any information, whatsoever which pertains to work activities covered by the agreement.

6.35. Confidentiality

All material and information provided to the firm by the department or acquired by the firm in performance of the agreement, whether verbal, written, recorded magnetic media, or otherwise, shall be regarded as confidential information, and all necessary steps shall be taken by the firm to safeguard the confidentiality of such material or information in conformance with federal and government statutes and regulations. The firm agrees not to release any information provided without the express written consent of the department. Such consent will be given only for purposes that will enable the firm to discharge its responsibilities hereunder. All access to tax data will be subject to disclosure authorization. For security purposes, the successful vendor may be required to sign a confidentiality agreement.

6.36. Savings

The department and the firm will acknowledge the possibility that substantial changes in federal regulations applicable to the agreement could occur and will expressly agree to re-negotiate the agreement as necessary to comply with such changes.

6.37. Licensure

The firm shall be fully licensed to do business in the Territory of Guam prior to the execution of the agreement resulting from the RFP.

6.38. Approval of Firm Personnel

The firm certifies that the personnel identified in its response to the RFP are the persons actually assigned to the project. Any additions, deletions, or changes in personnel designated as key personnel in the firm's proposal must be submitted to the department, with the exception of personnel who have terminated employment. Replacements for personnel are subject to the approval by the department. The department reserves the right to request replacement of any individual working under the agreement.

6.39. Deduction of Damages from Payments

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

6.40. Review and Approval of Deliverables

The review and approval of all completed work (also referred to as "deliverables") will be undertaken by the staff of the department or its designated agents. All completed work must be in conformance with the requirements set forth in this document. The department staff or its designated agents will review all work after it is completed and submitted by the firm in accordance with the following:

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

6.41. Terms of Payment

Firms must propose a deliverable-based payment schedule for each fiscal year of the agreement. All work proposed for that fiscal year shall be completed by

September 30 of the said fiscal year. Five percent (5%) of all payments due under the negotiated payment terms will be withheld until such time as the systems have been accepted by department for that fiscal year.

6.42. Invoices

Invoices shall be submitted to:

Guam Police Department
Finance Section
P.O. Box 23909
Barrigada, Guam 96921-3909

Physical Address:

Guam Police Department
Finance Section
Bldg. 13-16A Mariner Avenue, Tiyán, Guam 96913

Telephone: (671) 475-8567
Fax no.: (671) 472-8003

Invoices shall contain the following information:

- A. Firm's name and date of invoice.
- B. Contract no. or other authorization, for the delivery of products or services.
- C. A detailed description and price of products and services actually delivered.
- D. The name, title, phone number, and complete mailing address of the official and office where payment is to be sent.
- E. Firm's Federal Tax Identification Number.

Failure to provide the above information may result in the department withholding payment.

7. Liquidated Damages / Performance Bond

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

7.1. Contract Performance Requirements

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

7.2. Liquidated Damages – Failure to Meet Performance Requirements

When the firm is given notice of delay or nonperformance as specified in Section 1.6.17 (Termination for Default) of the agreement and fails to cure in the time specified, the firm shall be liable for damages of delay in the amount of one-fourth (1/4) of one percent (1%) of the outstanding order per calendar day from the date set for cure until either the government reasonably obtains similar supplies or services if the firm is terminated for default, or until the firm provides the supplies or services if the firm is not terminated for default. To the extent that the firm's delay or nonperformance is excused under Section 1.6.19 (Delays and Extension of Time) of the agreement, liquidated damages shall not be due to the department. The firm remains liable for damages caused other than by delay.

7.3. No Performance Bond shall be Required for the Procurement

Firms should note that a substantial payment hold back and strict liquidated damages will be utilized to hold the selected firm accountable and liable for completion of all proposed work.

Evaluation and Selection Procedures

1. Selection Panel

A selection panel consisting of the members from the Interoperable Communications Working Group (ICWG) will evaluate proposals submitted.

The selection panel may request additional technical assistance from other sources, which could assist in reviewing (not evaluating) the responses for completeness and compliance with requirements. The ICWG Steering Committee may make changes to the selection panel.

2. Qualifying Proposals

The selection panel will first review each proposal for compliance with required proposal mandatory features. Each mandatory feature must be addressed in the proposal and agreed to by the firm. The mandatory features are:

- Delivery of one (1) original and six (6) copies each of the proposal and a PDF file;
- Proposal is signed by an authorized individual to bind firm;
- Proposal is valid for one-hundred twenty (120) days;
- The proposal is presented in the required format;
- Compliance with Disclosure of Major Shareholders provision;
- Contract Conditions have been agreed to;
- Compliance with US DOL wage determination;
- Compliance with Non-Collusion Affidavit;
- Special Provisions Sex Offenders.

Failure to comply with these mandatory requirements will disqualify a firm's proposal. Minor irregularities in proposals that are immaterial or inconsequential in nature may be cured or waived by the selection panel whenever it is determined to be in the department's best interest.

3. Evaluation

All proposals found to be in compliance with the mandatory requirements of the RFP will be subject to an evaluation based primarily on technical merits. Evaluations will be conducted by a Proposal Review Committee. The following criteria will be used to evaluate each proposal, relative to a Land Mobile Radio System:

	Evaluation Criteria	Points
I.	Mandatory Requirements / Corporate Experience [50 total] The vendor must submit documentation that evidences the vendor's ability and four (4) years experience in having developed:	
	a. A multi-phased design and implementation plan for an LMR System of similar or larger size;	20
	b. An implementation and migration plan to deploy an LMR System of similar size and scope;	10
	c. A plan that successfully involved and incorporated the input of LMR System stakeholders; and	5
	d. A plan to ensure programmatic and fiscal compliance for federally funded projects.	5
	e. The vendor must submit documentation that evidences that the vendor, through its employees or partners, has work and/or project history up to four (4) projects of similar size and scope.	10
II.	Mandatory Requirements / Qualification of Firm or Personnel [40 total] The vendor must submit documentation that evidences that the vendor, through its employees or partners, has the education and experience required to perform the work of the project to include:	
	a. Project Management	5
	b. Technical Management	5
	c. Public Relations	2
	d. Demonstrated education and experience in the evaluation, analysis, planning and implementation of an LMR system that meets or exceeds P25 standards;	20
	e. Integration and transitional processes for an interoperable communications system;	2
	f. Knowledge and compliance with applicable federal and Guam laws and regulations;	2
	g. Grantsmanship (programmatic and financial compliance reporting);	2
	h. Formative and Summative Evaluation	2

<p>III.</p>	<p>Mandatory Requirements / References [10 total] The firm(s) must submit, in writing, at least three (3) references. In order for references to be considered, the reference must be legally registered (or if an individual, must be a U.S. citizen), have updated contact information, and be able to verbally answer questions and, if required, to also submit written responses to the same that validates the firm (or individual's) work and/or project history projects of similar size and scope.</p>	<p>5</p>
<p>IV.</p>	<p>Local / Guam Support TBA</p>	<p>5</p>
<p style="text-align: right;">TOTAL POINTS:</p>		<p>100</p>

During the evaluation process, the selection panel and the Department reserve the right, where it may serve the department's best interest, to hold discussions with firms, to request additional information, to clarify pertinent items, or to allow corrections of errors or omissions.

4. Final Award

It is anticipated that the selection of a firm will be completed no later than **5:00 p.m., May 01, 2015**. Following the notification of the selected firm, it is expected a contract will be executed by the Guam Police Department upon the successful negotiation of the terms of the proposal between the Guam Police Department and the successful offeror.

Information Required In Proposals

1. QUALIFICATION REQUIREMENTS

This RFP is seeking an experienced and qualified vendor to assist the ICWG on behalf of GovGuam in the replacement of its current land mobile radio (LMR) system and with establishing a written Interoperable Communications Master Plan that takes into consideration the Land Mobile Radio System; Guam Fire Department Enhanced 911 System; and Public Safety Broadband Network.

Radio equipment manufacturers or manufacturer representatives are not being sought for this phase of the project, in part because their participation in this phase may preclude them from participation in future phases due to potential conflict of interest.

The vendor must submit documentation that evidences the vendor's ability and experience in having developed:

- a. a multi-phased design and implementation plan for an LMR System of similar or larger size;
- b. an implementation and migration plan to deploy an LMR System;
- c. a plan that successfully involved and incorporated the input of LMR System stakeholders; and
- d. a plan to ensure programmatic and fiscal compliance for federally funded projects.

The vendor must submit documentation that evidences that the vendor, through its employees or partners, has the education and experience required to perform the work of the project to include:

- a. Project management
- b. Technical management
- c. Public relations
- d. Demonstrated education and experience in the evaluation, analysis, planning and implementation of an LMR system that meets or exceeds P25 standards.
- e. Integration and transitional processes for an interoperable communications system.
- f. Knowledge and compliance with applicable federal and Guam laws and regulations
- g. Grantsmanship (programmatic and financial compliance reporting)
- h. Formative and Summative Evaluation

The vendor must submit documentation that evidences that the vendor, through its employees or partners, has work and/or project history for at least four (4) projects of similar size and scope.

The firm(s) must submit, in writing, at least three (3) references. In order for references to be considered, the reference must be legally registered (or if an individual, must be a U.S. citizen), have updated contact information, and be able to verbally answer questions and, if required, to also submit written responses to the same that validates the firm (or individual's) work and/or project history projects of similar size and scope.

2. Specific Areas of Concern

The specific areas of concerns to the department, which must be addressed in the proposal, are:

- A) A detailed summary of all costs for the submitted proposal.

- B) A Statement of Work detailing all tasks necessary for the completion of the project. Each task shall have vendor responsibilities, client responsibilities, and suggested completion criteria for the individual tasks. The Statement of Work should also contain an Acceptance Test Plan.
- C) A Project Schedule with all tasks listed. Tasks should have an estimated duration (based on a five day work week, Monday thru Friday) and predecessors listed. GPD should be identified as a resource in the Project Schedule. All tasks assigned to GPD should be clearly identified in the Project Schedule.
- D) Contracting document.

2.1. Minimum Information Required

- A) Information should include as a minimum; the name of the firm, the location of the firm's principal place of business, and, if different, the place of the performance of the services;
- B) The firm's business age and average number of employees over a previous period of time, as deemed relevant by the Procurement Officer;
- C) The abilities, qualifications, and capabilities of the firm to provide the services should be presented;
- D) A listing of other services similar in scope, size, or discipline to the required services were performed or undertaken within a period of time, must indicate if service(s) was customization or package;
- E) A list of current employees, their educational background, and list of their experiences directly related to an interoperable communication consultation services, who will be assigned to the project;
- F) Provide a list of offerors, contact person names, and phone numbers of the firms that have been provided consultation services. This information is needed for the department to do background review.

3. Format of Proposals

The proposal should be presented in a clear and precise manner. The proposal should primarily address the technical aspects of the RFP. The format below will be followed:

- Section 1: Executive Summary of the Proposal
- Section 2: Company Profile and Qualifications
- Section 3: Project Plan
- Section 4: Cost Schedule – *See* NOTE

NOTE: *Section 5 (Cost Schedule) should not be submitted until such time as it is requested for cost negotiations.*

Specification Requirements

1. OVERVIEW AND PURPOSE

This request for proposal (RFP) is seeking an experienced and qualified vendor for consulting services to assist the Interoperable Communications Working Group (ICWG) on behalf of the Government of Guam (GovGuam) with the following:

2. Land Mobile Radio System

The vendor will assist the ICWG in the replacement of its current land mobile radio (LMR) system by providing the following services:

I. Planning

- a) Provide a written assessment to the ICWG about the current operating condition of the island wide analog 800MHz wireless communications system to include buildings, grounds, facilities, equipment, devices, and its users.
- b) Provide written recommendations to the ICWG about replacement options and system enhancements as well as cost estimates for the design, construction, implementation, administration, testing and maintenance of a Project 25 (P25) compliant LMR System.
- c) Provide written recommendations to the ICWG relative to the identification of funds and other funding strategies for the enhancement, replacement, operations, and maintenance of the LMR System.
- d) Provide, in writing, all applicable federal and local regulations governing the LMR System.

II. Acquisition

- a) Assist the ICWG by providing a functional design plan and user requirements document for the proposed replacement LMR System.
- b) Assist the ICWG and/or procurement authority of the government of Guam in developing a request for proposal for the replacement LMR System.

- c) Assist the ICWG with any technical review of any proposals from qualified suppliers.
- d) Assist the ICWG with any technical review of any contract documents between GovGuam and any LMR System suppliers.

III. Project Management

- a) Optionally and at the sole discretion of the ICWG, the selected qualified vendor may be called upon to assist GovGuam by providing project management and technical support services support to the project through to its successful completion.

3. **Guam Interoperable Communications Master Plan**

The vendor will assist the ICWG in establishing a written Guam Interoperable Communications Master Plan that takes into consideration the Land Mobile Radio System; Guam Fire Department Enhanced 911 System; and Public Safety Broadband Network.

Scope of Project

1. **Land Mobile Radio System**

The vendor will assist the ICWG in the replacement of its current land mobile radio (LMR) system by providing the following services:

1.1. **Planning**

The successful vendor will research and produce a written report that will include an assessment of the operation, coverage and functionality of the

current LMR System, including input from the system's heavy users within the respective GovGuam agencies. This research and written report must include, but may not necessarily be limited to, the following:

- An assessment of the condition of the current LMR System including coverage, signal propagation, age of equipment, communications links and infrastructure, buildings and grounds and its potential reuse with the replacement LMR System.
- An assessment of the amount, type and application of mobile and portable radios by agency and/or private entity and recommendations for right sizing the use of mobile and portable field equipment and battery management on Guam utilizing demonstrated best practices.
- A summary description of radio system user input from meetings and interviews relative to the current LMR System functionality and operation.
- Analysis of the capability of the current LMR System to effectively communicate with other entities and island wide public safety and emergency service providers in accordance with local, regional, and national interoperability plans.
- Identification and analysis of potential additional or alternate infrastructure site locations that would significantly improve coverage.
- Development of a proposed schedule for procurement and implementation for a new LMR System to include, but not be limited to, a timeline for procurement procedures, system design, testing and construction, subscriber replacement and projects related to the LMR System and any affected communications network.
- Identification and analysis of communications services now provided by the current LMR System which could be more economically and effectively provided by other wired or wireless technologies without diminishing functionality or reliability.
- Establish proposed timelines for the delivery of an RFP or more appropriate procurement mechanism for the replacement LMR System and application for site acquisition/lease for location of an alternate or additional site if necessary.
- Provide a written assessment to the ICWG about the current operating condition of the island wide analog 800MHz wireless communications system to include buildings, grounds, facilities, equipment, devices, and its users.

1.2. Acquisition

The successful vendor shall meet, as needed, with the project team to develop a Functional Design Plan for the replacement LMR System based on the successful vendor's recommendations and findings outlined in the assessment and planning report.

The functional design plan shall include, but not be limited to:

- Functional requirements for the replacement LMR System;
- Technical requirements for the replacement LMR System;
- Equipment requirements for the replacement LMR System;
- End user requirements for the replacement LMR System;
- The most cost-effective process for acquiring a LMR System either through via a single RFQ or multiple RFQ's or some combination of RFQ(s) and competitive bids;
- Identification of a timeline for acquisition, implementation, cutover, testing and acceptance of a complete replacement LMR System.

After preparation of the Functional Design Plan, the successful vendor shall meet with the ICWG and the appropriate GovGuam officials to prepare the replacement LMR System RFQ document(s). The successful vendor will be responsible for producing the Technical Specifications, Scope of Work and other technical information as may be required to develop the necessary Replacement RFQ or RFQ's required to implement the Functional Design Plan.

The successful vendor will be responsible for working with the ICWG and the appropriate GovGuam officials to develop evaluation criteria for reviewing all replacement LMR System RFQ responses.

Questions from potential respondents frequently arise during the RFQ process. The successful vendor shall be expected to provide the ICWG and/or the appropriate GovGuam officials with detailed written answers to any technical questions that arise out of this process.

The successful vendor agrees that they will not contact, respond to, or otherwise disclose any information about the details of the replacement LMR System RFQ developed for GovGuam to any person or entity. For security purposes, the successful vendor may be required to sign a confidentiality agreement.

The successful vendor may be called upon to assist the ICWG and the appropriate GovGuam officials in evaluating all RFQ's that are cleared by the Purchasing Agent as being appropriately responsive. The successful Proposer shall be responsible for providing a detailed, a single written comparative evaluation for all qualified RFQ responses to the ICWG and the appropriate GovGuam officials. The written analysis should be prepared as a single document. However, if the final contract is split, with multiple contract awards for different aspects of the project (e.g. radio

system and broadband communication links) then multiple comparative analysis documents would be required.

After a LMR System supplier or suppliers have been identified through the RFQ process, the successful vendor may be called upon to assist the ICWG and the appropriate GovGuam official in negotiating and technical review of the final contract document with the LMR System supplier(s).

1.3. Implementation

The ICWG recognizes that the installation of a replacement LMR System is a highly technical and important endeavor and a critical part of the island's public safety communications network. The ICWG may consider it necessary or desirable to retain the services of the successful vendor during this period to insure the successful completion of the project and that the LMR System suppliers meet their contractual obligations.

The following generally describes the services to be provided by the successful vendor that may be required by the ICWG during the replacement and implementation of the GovGuam LMR System:

- a. Create an island-wide deployment plan based upon economic and user impact considerations;
- b. Assist the ICWG in establishing a Project Management process to include development of a schedule for regular Project Management meetings, development of an implementation timeline and development of a project item tracking and reporting methodology;
- c. Attend at Project Management meetings and conference calls as may be necessary;
- d. Maintain regular contact with the replacement LMR System suppliers;
- e. Facilitate communication regarding the LMR System implementation between all the necessary parties, both internal and external;
- f. Provide technical advice and assistance to the ICWG;
- g. Track project action items and expediting their completion;
- h. Assist in the review of any documents submitted by any LMR System supplier for approval, including, but not limited to any preliminary and final system designs or change orders;
- i. Assist the ICWG in overseeing the proper installation of any LMR System component subsystem or equipment;
- j. Assist the ICWG in creating and maintaining a Master Punch List of items relating to deficiencies in operation, installation or function and making recommendations for resolving the deficiency as appropriate;
- k. Assist the ICWG in the review of documents submitted by any LMR System Supplier for approval related to acceptance or rejection of any Supplier field test(s), or acceptance or rejection of any installed components, subsystems or equipment;

- I. Assist the ICWG in overseeing the performance and coverage testing, to include ensuring that the coverage testing methodology used is robust and accurate;
- m. Assist the ICWG with the review of any performance coverage testing acceptance documents.

In addition, the successful vendor may be requested to assist in the preparation of materials and the formal presentations relative to the replacement LRM System to the Guam Legislature or other stakeholders when appropriate.

2. **Guam Interoperable Communications Master Plan**

The vendor will assist the ICWG in establishing a written Guam Interoperable Communications Master Plan that takes into consideration the Land Mobile Radio (LMR) System; Guam Fire Department Enhanced 911 System; and Public Safety Broadband Network.

The vendor shall also include in the plan, an analysis and written set of recommendations on the opportunities to improve inter-operability radio communications between GovGuam and its community partners, including Joint Region Marianas and private companies.

In addition, the successful vendor may be requested to assist in the preparation of materials and the formal presentations relative to the Guam Interoperable Communications Master Plan to the Guam Legislature or other stakeholders when appropriate.