#### RAZZANO WALSH & TORRES, P.C.

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Attorneys for Appellant, Pacific Data Systems, Inc. OFFICE OF PUBLIC ACCOUNTABILITY PROCUREMENT APPEALS

DATE: 16202

TIME: 412 DAM DPM BY: FILE NO OPA-PA: 21-00

#### IN THE OFFICE OF PUBLIC ACCOUNTABILITY

In the Procurement Appeal of

Pacific Data Systems, Inc. (PDS),

Appellant.

**DOCKET NO. OPA-PA-021-001** 

OPPOSITION TO GHURA'S MOTION TO DISMISS APPEAL FOR LACK OF JURISDICTION

#### I. INTRODUCTION

On May 19, 2021, Pacific Data Systems ("PDS") appealed the decision of the Guam Housing and Urban Renewal Authority ("GHURA") denying PDS's agency level protest of IFB#GHURA-COCC-21-003. On June 28, 2021, GHURA filed a Motion to Dismiss the appeal ("Motion") claiming that aggrieved bidder PDS was both (1) untimely in bringing its agency level protest, and (2) does not have standing the appeal the denial of its agency level protest. This Opposition is submitted to address the failings of that argument.

#### II. ARGUMENT IN OPPOSITION

#### A. PDS'S PROTEST WAS TIMELY FILED WITH GHURA.

GHURA claims that PDS's protest is untimely because "PDS had been aware of the purported deficiencies and non-responsiveness of IT&E's bid since February

22,2021, when PDS transmitted the PDS letter to GHURA pointing out these exact same issues in IT&E's bid." Motion, 4.1 GHURA's position obscures its duty to select only responsive offerors for award, and ignores developed procurement law instructing that the time to bring a challenge about the responsiveness of an offeror begins to run when such an offeror is provided with a formal notice of award.

It is clear that PDS's protest centers on the selection of IT&E — a fact that PDS did not learn about until it received its Notice of Non-Award on March 12, 2021.<sup>2</sup> The PDS protest was filed on March 24, 2021, within fourteen (14) days of receiving the March 12, 2021, Notice of Non-Award explaining that IT&E had been selected for award. PDS's protest could not have been filed any earlier than March 12, 2021, when GHURA sent the Notice of Non-Award letter to PDS, since PDS only became aggrieved at that moment.

Guam Procurement Law provides that only an "aggrieved" party may file a procurement protest. See, 5 GCA 5425(a). PDS was not aggrieved until it received

<sup>&</sup>lt;sup>1</sup> GHURA's Motion includes a "Background" section that recites meetings and other events that should be recorded in the procurement record. PDS has still not received the procurement record in this matter, and filed its own motion on that issue on June 28, 2021. See, Motion to Compel Production of Documents in GHURA IFB GHURA-COCC-021-003 Appeal. This Opposition is submitted without prejudice to PDS's ability to supplement its response based upon information learned from the still missing procurement record, or PDS's rights under procurement law to seek redress for those record deficiencies.

<sup>&</sup>lt;sup>2</sup> The March 12, 2021, notice was provided by GHURA's Chief Procurement Officer, Mr. Ray S. Topasna. This award process is further confirmed by the IFB General Terms and Conditions #23 AWARD, CANCELLATION & REJECTION which states "The Executive Director of GHURA or the Chief Procurement Officer shall have the authority to award, cancel, or reject bids…". GHURA's Executive Director is the Chief Procurement Officer of GHURA.

information that a non-responsive offeror — IT&E — was selected for award. In the Appeal of Guam Community Improvement Foundation, Inc. [vs DPW], OPA-PA-09-005, the Public Auditor clearly stated that "a losing bidder is an aggrieved bidder." PDS was not a losing bidder until GHURA informed PDS that IT&E was the offeror selected for Award. See also Tumon Corporation v. Guam Memorial Hospital Authority, CV1420-01, 3, Decision and Order October 22, 2001, (Superior Court of Guam). ("Offeror is an aggrieved offeror because it was not selected as the best qualified offeror.") There is no question that PDS timely filed its protest fourteen (14) days after receiving the March 12th Award Notice.

Any earlier protest by PDS would have not yet been ripe, since GHURA, like any Government agency receiving offers — even defective offers — "is presumed to act in good faith when executing their procurement functions." Aero Corp. v. United States, 38 Fed.Cl. 408, 413 (1997); Madison Servs., Inc. v. United States, 92 Fed. Cl. 120, 129 (2010) ("A strong presumption of regularity and good faith conduct attaches to any rational agency decision"). More, GHURA's bid documents make it clear that GHURA would only award the contract "to the most responsible, responsive and best price bidder." Administrative Requirements, § N, IFB#GHURA-COCC-021-003. It was only when GHURA ignored this bid requirement on March 12, 2021, through the selection of IT&E, did PDS become aggrieved, its protest ripen, and the 14-day clock set by Guam's procurement law begin to run. See, Abadie v. D.C. Cont. Appeals Bd., 916 A.2d 913, 920 (D.C. 2007) (concluding that bid protest clock began to run when protester learned of formal notification of the contract award to non-responsive

offeror, even though protester attended public bid opening months prior where responsiveness of eventual awardee was called into question)

#### B. PDS HAS STANDING TO BRING ITS APPEAL.

While GHURA did not raise PDS's third place position as a basis to deny its protest originally, it appears that GHURA has since consulted with IT&E and adopted IT&E's reliance In re A.B. Won Pat Int'l Airport Auth., Guam, 2019 Guam 6, to attack PDS's standing to bring this appeal. As discussed in PDS's contemporaneous Opposition to IT&E's Motion, it strains credulity for GHURA to seek dismissal of a procurement protest appeal on grounds that the Agency had available to it earlier, but did not rely upon in denying the bidder's protest. These arguments by the agency not dealt with in its protest decision should be considered waived.<sup>3</sup>

GHURA, despite not developing this attack at the agency level, now claims that PDS, as a bidder whose price was ranked third in this flawed procurement, lacks standing to maintain its appeal before the Office of Public Accountability ("OPA"). To make this argument, GHURA parrots IT&E and relies upon In re A.B. Won Pat Int'l Airport Auth., Guam, 2019 Guam 6, and the discussion in that case regarding a party's standing in court for litigation involving the sealing of records under Guam's Open Government law. In that case, the Supreme Court of Guam confirmed that "Although we are 'not bound by the standing requirements applicable to federal courts of limited jurisdiction under Article III of the United States Constitution,' we

<sup>&</sup>lt;sup>3</sup> To the extent they are not waived, PDS adopts its arguments regarding IT&E's Motion here, and for the convenience of the reader, includes them in this Opposition.

have repeatedly found that the 'traditional standing requirements' expressed in Article III nevertheless apply to claims asserted in Guam's courts." In re A.B. Won Pat Int'l Airport Auth., Guam, 2019 Guam 6, ¶ 16. Without citation to any relevant procurement precedent, GHURA asserts that PDS does not meet these traditional standing requirements since its price was third in line for potential award. Motion, 7. GHURA, like IT&E, is wrong.

In making its argument, GHURA first ignores the fact that the instructions in In re A.B. Won Pat Int'l Airport Auth. Guam are limited to "to claims asserted in Guam's courts." In re A.B. Won Pat Int'l Airport Auth., Guam, 2019 Guam 6, ¶ 16. Second, IT&E ignores the fact that the Guam Legislature has specifically conferred upon aggrieved bidders the ability to bring Agency level protests of solicitations. 5 G.C.A. § 5425 explains how "Any actual or prospective bidder, offeror, or contractor who may be aggrieved in connection with the method of source selection, solicitation or award of a contract, may protest to the Chief Procurement Officer, the Director of Public Works or the head of a purchasing agency." GHURA similarly ignores how the Guam Legislature has further directed that the decision of the agency on that protest "may be appealed by the protestant, to the Public Auditor." 5 G.C.A. § 5425 (e). Because of these statutory pathways to the OPA, GHURA's reliance upon the standing instructions directed to "Guam's courts" is misplaced.

Even if GHURA's third place price determination of PDS's bid somehow implicated the issue of standing before the OPA, as opposed to before the Courts of Guam, a review of instructive procurement law shows that being "next in line" is not

a prerequisite for being able to maintain a solicitation protest, and courts regularly allow protests to proceed even when the protestant is not the "next in line" for award.4 See, e.g., Solon Automated Servs., Inc. v. United States, 658 F. Supp. 28, 31 (D.D.C. 1987) ("a disappointed bidder has standing to challenge a contract award even though unable to demonstrate a 'legal right' to the contract.... It is not necessary for plaintiff to prove it would have won the contract if [lowest price offer's] bid had been rejected. An order requiring the Navy to resolicit bids would redress the injury by giving responsive bidders an opportunity to be evaluated in a fair procurement procedure. This Court finds, therefore, that [protester] has standing to challenge the contract award to [lowest price offer] even though it did not submit the second lowest bid.) (internal citations and quotations omitted); S. Foods, Inc. v. United States, 76 Fed. Cl. 769, 778 (2007) (Because we could not say with certainty that the contracting officer knew what she was doing by placing Southern Foods in third place in this confused state of affairs, we believe plaintiff had standing to bring this action....While prejudice in the context of determining standing is obviously closely related to prejudice as it relates to the merits, for purposes of plaintiff's right to bring the action

<sup>&</sup>lt;sup>4</sup> PDS is, in fact, the second lowest price offeror. Relying upon GHURA's price ranking is especially suspect given the fact that GHURA has turned a blind eye to the price extension calculation errors of Docomo Pacific, Inc. that allowed that offeror to appear to have the second lowest price. If Docomo's price calculation error were corrected, PDS would be the second lowest priced offeror. Docomo's error was pointed out to GHURA by PDS in correspondence sent on February 23, 2021. GHURA has not yet addressed the price calculation error. PDS's correspondence on this point is part of the procurement record that has yet to be produced to PDS, and is attached as **Attachment A** to this Opposition for the OPA's ease of reference.

to this court, we defer any further consideration of prejudice to the merits discussion....) (internal citations and quotations omitted); *Ulstein Mar., Ltd. v. United States*, 646 F. Supp. 720, 728–29 (D.R.I. 1986), aff'd, 833 F.2d 1052 (1st Cir. 1987) ("This court and others have concluded that unsuccessful bidders, such as the plaintiffs, challenging procurement decisions governed by statutes and regulations satisfy the prerequisites for standing.")

#### III. CONCLUSION

GHURA urges the OPA to dismiss PDS's appeal on a timeliness argument that turns procurement law on its head, and upon a case that neither addressed the jurisdiction of the OPA nor the nature of aggrieved parties under Guam's procurement law. GHURA's Motion should be denied, and this matter moved forward to an analysis of the merits of the PDS's protest.

Respectfully submitted this 6th day of July, 2021.

RAZZANO WALSH & TORRES, P.C.

By:

JOSHUA D. WALSH EDWIN J. TORRES Attorneys for Appellant Pacific Data Systems, Inc.

## ATTACHMENT A



February 23, 2021

Via Email to gbalmeo@ghura.org

Ms. Greta Balmeo
Buyer Supervisor II
Guam Housing and Urban Renewal Authority (GHURA)
117 Bien Venida Avenue
Sinajana, GU 96910

Subject: IFB GHURA-COCC-021-003: Review of FOIA Request Document - Docomo Pacific Bid

Hafa Adai Ms. Balmeo:

On February 18, Pacific Data Systems (PDS) received a response from GHURA regarding a Freedom of Information Act (FOIA) request made for bid documents in the above referenced procurement. PDS has completed a preliminary review of these documents and now takes this opportunity to share our review with GHURA prior to any formal award being made in this procurement.

The following summarizes issues with the bid submitted by Docomo Pacific, Inc. (DPAC). Our review has identified significant deficiencies in the DPAC bid as shown below:

- 1. The required Bid Bond submitted by DPAC is invalid since the form is not complete with essential parts of the required Bid Bond Form left blank. See Attachment A. The DPAC bid should be rejected as non-responsive due to this issue.
- The HUD form submitted by DPAC is invalid since the form is not complete with essential parts of the required form left blank. See Attachment B. The DPAC bid should be rejected as nonresponsive due to this issue.
- 3. The Bid Form submitted by DPAC contains a calculation error in Bid Item 3.A for the GHURA requirement of 2 (two) ISDN-PRI Circuits. The DPAC bid form shows this service has a PER UNIT COST of \$938.52. However, DPAC failed to properly calculate the total MONTHLY COST by multiplying the PER UNIT COST by the GHURA stated QUANTITY of 2. Instead DPAC used the UNIT COST as the MONTHLY COST without any extension for the required quantity of 2. This error resulted in the TOTAL of DPAC bid being short by \$11,262.24 (12 x \$938.52). GHURA must make adjustments to the bid amount by DPAC for this item to reflect the proper quantity of service as stated by GHURA with an adjustment to the TOTAL of the DPAC bid. See Attachment C. After these required adjustments are made, the new DPAC Bid Total will be \$67,006.56.

The deficiencies noted as #1 and #2 above clearly disqualify the DPAC bid submission as non-responsive and GHURA should now reject this submission without further consideration. Any award to DPAC in spite of these issues will only result in controversy and conflict with significant delays in making a sustainable award.

Please contact me if you have any questions regarding the PDS review points noted above.

Sincerely.

John Day President

Attachments A - C as noted above

**Pacific Data Systems** 

#### Attachment A

#### Guam Housing and Urban Renewal Authority 117 Bien Venida Avenue Sinajana, GU 96910

BID BOND NO.: KIC-15443-B

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned			
DOCOMO PACIFIC, ING.			
(Name of Principal) as PRINCIPAL, and			
DB INSURANCE CO., LTD.			
SURETY			
are held and firmly bound unto Guam Housing and Urban Renewal Authority, hereinafter called "GHURA", in the penal sum of 15% OF TOTAL BID AMOUNT			
in the same and th			
Dollars, ( 15% OF TOTAL BID AMOUNT ), lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.			
THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal has submitted the accompanying bid, dated the FEB. 3, 2021, for the IFB#-GHURA-COCC-021-003 METROLAN - CONNECTIVITY/INTERNET/TELECOM BUNDLED SERVICE			
NOW THEREFORE, if the principal shall not withdraw said bond within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after the said opening, and shall within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with Guam Housing and Urban Renewal Authority in accordance with the bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said bid within			

the period specified, or time specified, if the principal shall pay Guam Housing and Urban Renewal Authority, the difference between the amount specified in said bid and the amount for which Guam Housing and Urban Renewal Authority may procure the required work or supplies, or both, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect,

GHURA Form 016 BID BOND

otherwise to remain in full force and virtue.

authority of its governing body. ATTEST: Sole Proprietorship (Individual Principal Signature) (Business Address) (Name of Individual Principal Above) (Seal) ATTESTED: Corporation DOCOMO PACIFIC, INC. (Corporate Principal Signature) 219 SOUTH MARINE CORPS DR., STE 206 CENTURY PLAZA, TAMUNING, GUAM 96913 (Business Address) (Name of Corporate Principal Above) Other Learn officer (Title)

Affix Corporate Seal

these presents duly signed by its undersigned representatives, pursuant to

ATTEST: MOYLAN'S INSURANCE UND., INC.	Surety Company
RESIDENT GENERAL AGENT	DB INSURANCE CO., LTD.
CAROLINA C. SERAFICA SURETY DIVISION MANAGER	JEONG NAM KIM (Corporate Surety Signature)  CHANG SOO LEE
	CHANG SOO LEE  Corporate Surety Signature)
	424 WEST O'BRIEN DRIVE, SUTTE 202 <u>HAGATNA, GUAM 96910</u> (Business Address)
	JEONG NAM KIM/CHANG SOO LEE  Name of Corporate Surety)
	PRESIDENT & CEO/ EXECUTIVE VICE PRESIDENT (Title)
	Affix Corporate Seal
(Power of Attorney for person signing for Surety Company must be atta	iched to the Bond)
CERTIFICATE AS TO CORPOR	RATE PRINCIPAL
I,, certify that I ar	n the
Secretary of the Corporation names as Principal in the	
Principal was then	of said corporation; that I know his
signature, and his signature thereto is genuine; and that	at said bond was duly signed,
sealed, and attested to, for and in behalf of said corpor	ration by authority of its governing
body.	
	(Corporate Seal)

# Representations of Offerors Non-Construction Contract

u.s. Department of nousing and Urban Development Office of Public and Indian Housing שמים איף ישווים נישו בשנים ושווים לפגף. וושטישטן

Attachment B

to reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

#### 1. Contingent Fee Representation and Agreement

- (a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:
  - (1) [ ] has, [ ] has not employed or retained any person or company to solicit or obtain this contract; and
  - (2) [ ] has, [ ] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.
- (b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.
- (c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its direction, to deduct from contract payments the amount of any nission, percentage, brokerage, or other contingent fee; or take other remedy pursuant to the contract.

### 2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

- (a) [] is, [\sqrt{]} is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) [ ] is, [X] is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) [ ] is, [X] is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily perations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are: (Check the block applicable to you)

		= =		•	·
ſ	]	Black Americans	ſ	]	Asian Pacific Americans
ľ	]	Hispanic Americans	ſ	1	Asian Indian Americans
ſ	]	Native Americans	I	1	Hasidic Jewish Americans

#### 3. Certificate of Independent Price Determination

- (a) The bidder/offeror certifies that—
  - The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
  - (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
  - (3) No attempt has been made or will be made by the bidder/ offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.
- (b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:
  - (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
  - (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
    - (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

- (iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(l) through (a)(3) above.
- (c) If the bidder/offeror deletes or modifies subparagraph (a)2 bove, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

#### 4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
  - (i) Award of the contract may result in an unfair competitive advantage;
  - (ii) The Contractor's objectivity in performing the contract work may be impaired; or
  - (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.
- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, rminate the Contract for the convenience of HA if it would be in the best interest of HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.
- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

#### 5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

#### 6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

#### 7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Signature & Date:

Tames by Hopman, A

Typed or Printed Name:

Title:

CHIGF LOUR OFFICER

#### Attachment C

AMP3 Agat		
	Non-Recurring Cost: Per Unit Cost: Monthly Cost: Annual Cost:	-0- -0- -0- -0- -0- -0- -0- -0-
AMP4 Toto Gardens:		,
	Non-Recurring Cost: Per Unit Cost: Monthly Cost: Annual Cost:	4175.00 4175.00 42,100.00
AMP4 Dededo	· ·	,
·	Non-Recurring Cost: Per Unit Cost: Monthly Cost: Annual Cost:	*175.00 4 175.00 32,100.00
Guma Trankilidat	, a	
	Non-Recurring Cost: Per Unit Cost: Monthly Cost: Annual Cost:	*175.00 *175.00 *2,100.00
BID ITEM 2A: TOTAL N	ION-RECURRING COST:	<u>~6</u> -
TOTA	* 1245.00	
TOTA	L ANNUAL COST:	# 14,700.00
		-

#### BID ITEM 3

#### Voice Services

A. Must support and include two (2) PRIs (Sinajana) and Direct Inward Dialing (DID) for minimum 150 voice/telephone lines. One (1) PRI will be utilized as a fail over for voice services, hosted at Vendor's site. Second (2<sup>nd</sup>) PRI will be hosted at GHURA Sinajana Main Office.

Non-Recurring Cost:	<del>-201</del>
Per Unit Cost:	* 938.52
Monthly Cost:	* 938.52
Annual Cost:	\$11,262.24