

ANTHONY R. CAMACHO, ESQ.
UNIVERSITY OF GUAM
UOG Station
Mangilao, Guam 96923

Appearing as Counsel for University of Guam

RECEIVED
OFFICE OF PUBLIC ACCOUNTABILITY
PROCUREMENT APPEALS

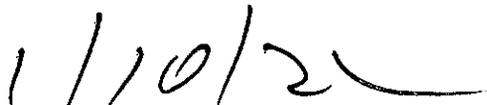
DATE: 11/10/2022
TIME: 4:30 PM BY: JM
FILE NO OPA-PA: 21-011

PROCUREMENT APPEAL

IN THE MATTER OF)
) DOCKET NO. OPA-PA-21-011
GUAM PACIFIC ENTERPRISES, INC.,)
) UNIVERSITY OF GUAM'S
) EXHIBIT LIST
Appellant.)
_____)

COMES NOW, Purchasing Agency UNIVERSITY OF GUAM (UOG), by and through its General Counsel, ANTHONY R. CAMACHO, ESQ., who hereby submits UOG's Exhibit List which is as follows:

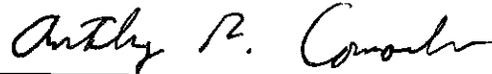
<u>Exhibit</u>	<u>Description</u>	
A	UOG-IFB-21-10 (Air Purifier System and Replacement Filters) (IFB)	OPA-PA-21-011001
B	Emails between GUAM PACIFIC ENTERPRISES, INC. (GPE) and UOG from May 4, 2021 to May 11, 2021	OPA-PA-21-011031
C	Email from GPE to UOG dated May 20, 2021	OPA-PA-21-011045
D	Bid Submitted by Docomo Pacific in response to the IFB	OPA-PA-21-011048
E	Bid Abstract for IFB	OPA-PA-21-011122
F	UOG Memorandum of Evaluation	OPA-PA-21-011125
G	Notice of Award to Docomo Pacific	OPA-PA-21-011131
H	Purchase Order for Docomo Pacific	OPA-PA-21-011134

 1  11/10/22

<u>Exhibit</u>	<u>Description</u>	
I	GPE Bid Status	OPA-PA-21-011138
J	Email from UOG to GPE dated September 2, 2021	OPA-PA-21-011140
K	GPE email to UOG dated September 7, 2021	OPA-PA-21-011142
L	GPE's Notice of Appeal in OPA-PA-21-006	OPA-PA-21-011145
M	UOG's Protest Decision	OPA-PA-21-011152

UOG hereby incorporates by reference herein, any and all exhibits listed on GPE's Exhibit list into UOG's Witness List, and UOG reserves the right to submit any exhibit required for rebuttal or impeachment purposes not listed herein.

SUBMITTED this 10th day of January, 2022 by:



ANTHONY R. CAMACHO, ESQ.
Attorney for the University of Guam

EXHIBIT A

IFB Bid Packet



ADMINISTRATION & FINANCE
Consolidated Procurement Office

INVITATION FOR BID (IFB)
UOG BID No. B21-10

The University of Guam is soliciting sealed bids for:
AIR PURIFIER SYSTEM and REPLACEMENT FILTERS

Copies of Instruction and Information may be obtained from: UOG Procurement Office
Uog.bids@triton.uog.edu
Tel: (671) 735-2925
Fax: (671) 735-3010
UOG Administration Building Mangilao, Guam

A copy of the Bid Package is ONLY available through electronic mail request. You may request a PDF file of the BID package at: uog.bids@triton.uog.edu. Please have subject line reference as indicated:
UOG Bid # - Bid Title - Company/Requestor Name

A non-refundable fee of \$25.00 is required. Payment may be made via cash, check or credit card at the UOG Business Office, Cashier Services located at the UOG Administration Building Mon-Fri from 8am-4pm by appointment only. Pay by phone is available from 8am-4pm. You may schedule an appointment with our cashier services at 735-2923/45/46, please reference Bid # & Title when making payment.

Deadline for Submission of Bid Packages is on Monday, May 10, 2021 on or before 2:00 P.M. via electronic submission to electronic Bid Share folder provided by UOG Procurement Office.

Note: Prospective bidders/respondents must register with UOG Procurement Office all contact information to ensure they receive any notices regarding any changes or updates to the IFB/RFP. UOG will not be liable for failure to provide notice to any party who did not register contact information.

/s/Thomas W. Krise, Ph.D.
President

University of Guam is an equal opportunity employer and provider.
This Advertisement is paid for by University of Guam Funds.

AUTHORIZED FOR ANNOUNCEMENT
Thomas W. Krise, Ph.D.
President

UOG Bid No. B21-10

Bid Registration Space below:

Set No.

REGISTER AS AN INTERESTED BIDDER TO RECEIVE DIRECT UPDATES
(Registration into the "Bidders List" is automatic when the bid packet is purchased.)

UOG Payment Receipt No. _____ Date: ___/___/___ Payment Reference: Check No. _____

Name of Company: _____

Physical Address: _____

Contact Person & Title: _____

Contact Numbers: Tel. _____ Fax _____ Cellular _____

TABLE OF CONTENTS
Procurement Solicitation Instructions & Information

Registration	Bid Coversheet & Bidder's Registration Space for Bid Packet Purchased.....	01	✓
Table of Contents	02	✓
Invitation for Bid	Instructions to Bidders (Items 1 ~ 20)	03-06	✓
	Instructions about the General Terms & Conditions of the Invitation for Bids (A# A); Special General Provisions (A# B); Bidder's Qualifications (A# C); Bid Security (A# D); Affidavit Disclosing Ownership & Commissions (A# E); Affidavit re Non-Collusion (A# F); Affidavit re No Gratuities, Kickbacks and/or Favors (A# G); Affidavit re Ethical Standards (A# H); Declaration re Compliance with U.S. Department of Labor (DOL) Wage Determination (A# I); Affidavit re Contingent Fees (A# J); Right to Accept & Reject Bids; Modifications Prior To Date Set for Opening Bids; Method of Award; Submission of Bids; Failure to Submit Bid; Pre-Bid Conferences; Bid Packet; Bid Packet Form; Notice of Award; Local Procurement Preference; and Cancellation of Bid Prior to Date set for Bid Opening.		
Attachment A	General Terms & Conditions of the Invitation for Bids (Items 1 ~ 17)	07-09	
	Terms and conditions regarding Compliance with Specifications; Late Bids, Late Withdrawals, & Late Modifications; Determination of Lowest Responsible Bidders; Low Tie Bid; Taxes; Licensing; Equal Employment Opportunity; Determination of Responsibility of Bidder; Justification of Delay; EEO & Equal Opportunity Provider; Employment Restriction; Bid Security (A# D); Independent Contractor; Indemnity; Contractor Provided Insurance; the University's Green Protocols; and Biodegradable, Reusable, Recyclable Materials.		
Attachment B	Special General Provisions (Items 1 ~ 9).....	10-11	
	General Intention; Competency of Bidders; Contact for Contract Administration; Inspection; Bid Forms; Bid Envelope; Receipt, Opening & Recording of Bids; Confidential Data; and Inquiries.		
Attachment C	Bidder's Qualifications (Items 1 ~ 3)	12	✓
Attachment D	Bid Security (Bid Bond)	13	✓
Attachment E	Affidavit re Disclosing Ownership & Commissions (Revised AG Form 002)	14	✓
Attachment F	Affidavit re Non-Collusion (Revised AG Form 003)	15	✓
Attachment G	Affidavit re No Gratuities, Kickbacks and/or Favors (Revised AG Form 004)	16	✓
Attachment H	Affidavit re Ethical Standards (Revised AG Form 005)	17	✓
Attachment I	Declaration re Compliance with U.S. DOL Wage Determinations (Revised AG Form 006)..	18	✓
Attachment J	Affidavit re Contingent Fees (Revised AG Form 007)	19	✓
BID SPECIFICATIONS / SCOPE OF WORK / BID PRICE			
Exhibit A	BID SPECIFICATIONS	20-21	
Exhibit B	AIR PURIFIER SYSTEM and REPLACEMENT FILTERS SCOPE OF WORK.....	22-23	✓
(NOTE: "✓" identifies this form is a "Required Bid Submittal Document" to be submitted with bidder's proposal.)			

UNIVERSITY OF GUAM
INVITATION FOR BID
UOG BID NO. B21-10

AIR PURIFIER SYSTEM and REPLACEMENT FILTERS

DATE ISSUED: April 26, 2021

UOG SECTION: College of Liberal Arts and Social Sciences

ISSUED BY: UOG CONSOLIDATED PROCUREMENT OFFICE
TELEPHONE NO.: (671) 735-2925 FAX NO.: (671) 735-3010
Email: uog.bids@triton.uog.edu

INSTRUCTIONS TO BIDDERS

1. RECEIPT AND OPENING OF BIDS: Sealed bids for UOG Bid No. B21-10 AIR PURIFIER SYSTEM AND REPLACEMENT FILTERS for the University of Guam (UOG) must be received by the Procurement Office, via electronic submission to electronic Bid Share folder provided by UOG Procurement Office no later than:

TIME: 2:00 P.M.

DATE: Thursday, May 10, 2021

Bid submitted after the time and date specified above shall be rejected. Bid opening will be conducted electronically via Zoom Link at 3:00 pm; link will be provided through email to all registered offerors.

Attention is called to the fact that bidders not only offer to assume the obligations and liabilities imposed upon the contractor in the form of a contract, but are expressly made certain of the representations and warrants made herein. No effort is made to emphasize any particular provision of the contract, but bidders must familiarize themselves with every provision and its effect. This Bid is subject to **General Terms and Conditions of the Invitation for Sealed Bids (Attachment A) and the Special General Provisions (Attachment B)**.

In consideration of the expense of the University of Guam of opening, tabulating, and evaluating this and other bids, and other considerations, the undersigned agrees that this bid shall remain firm and irrevocable within sixty (60) calendar days from the date of opening to supply any or all of items for which prices are quoted.

2. BIDDER'S QUALIFICATIONS (Attachment C): The University of Guam may require a bidder to present satisfactory evidence that he has sufficient experience and he is fully prepared, thus it is required that the bidder completely fill out the Bidder's Qualifications Form.

3. NON-COLLUSION AFFIDAVIT (Attachment D): Each person submitting a bid for any portion of the work covered by the bidding documents shall execute an affidavit, in the form provided with the Bid to the effect that he has not colluded with any other person, firm or corporation in regard to any bid submitted. Such affidavit shall be attached to the proposal.

UOG BID NO. B21-10 AIR PURIFIER SYSTEM and REPLACEMENT FILTERS

3 | Page

4. **MAJOR SHAREHOLDERS AFFIDAVIT (Attachment E):** As a condition to submitting of bids or proposals, any partnership, sole proprietorship or corporation doing business with the University of Guam shall submit an affidavit that lists the name and address of any person who has held more than ten percent (10) of outstanding shares in 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 corporation which have been held by each 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 the procuring or assisting in obtaining business related to the bid or proposal for the Offeror and shall contain the amounts of any shall commission, gratuity or other compensation. The affidavit shall be open and available for inspection and copying.
5. **AFFIDAVIT RE GRATUITIES, KICKBACKS AND FAVORS (Attachment G):** The bidder, offeror or contractor represents that it will not violate the prohibition against gratuities and kickbacks and favors set forth (Gratuities and Kickbacks) in 5 GCA, Chapter 5, Article 11, Ethics in Public Contracting and Section 11.7 (Gratuities and Kickbacks and Favors) of the UOG Procurement Manual.
6. **AFFIDAVIT RE ETHICAL STANDARDS (Attachment H):** 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, and in Chapter 11 (Ethics in Public Contracting) of the UOG Procurement Manual.
7. **COVENANT AGAINST CONTINGENT FEES (Attachment I):** The prospective contractor represents as part of such contractor's bid or proposal that such contractor has/has not (Circle applicable word or words) retained any person or agency on a percentage, commission, or other contingent arrangement, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.
8. **DECLARATION RE COMPLIANCE WITH U.S. DEPARTMENT OF LABOR WAGE DETERMINATION (Attachment J):** In accordance with 5 GCA §§ 5801 and 5802, as may be applicable, each bidder certifies that any of its employees whose purpose, in whole or in part, is the direct delivery of service contracted by the University shall be paid 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 University, including health and other similar benefits.
9. **RIGHT TO ACCEPT AND REJECT BIDS:** The President of the University of Guam reserves the unqualified right, in his sole and absolute discretion, to reject any and all bids, or to accept that bid or combination of bids, if any, which in his sole and absolute judgment will under all circumstances best serve the interests of the University of Guam. In the event that the successful bidder fails to execute the contract upon his part or to furnish a satisfactory performance and payment bond, the University, after declaring the security deposit of such bidder forfeited, reserves the option to accept the bid of any other bidder within ten (10) days from such default, in which case such acceptance shall have the same effect as to such bidder as though he was the originally successful bidder.

10. MODIFICATIONS PRIOR TO DATE SET FOR OPENING BIDS: The University reserves the right to revise or amend the specifications prior to the date set for opening bids. Such revisions and amendments, if any, will be announced by an amendment or amendments to this Invitation for Bids and shall be identified as such. It is required that the bidders acknowledge in writing receipt of all amendments issued and such acknowledgment must be included in the bid. The amendment shall refer to the portions of the Invitation for Bids it amends. Amendments shall be sent to all prospective Bidders known to have received an Invitation for Bids. Amendments shall be distributed within a reasonable time to allow prospective Bidders to consider the amendment in preparing their Bids. If the time and date set for receipt of bids will not permit such preparation, such time shall be increased to the extent possible in the amendment or, if necessary, by email or telephone and confirmed in the amendment.

11. CANCELLATION OF SOLICITATION: Prior to the date set for opening bids, a solicitation may be cancelled in whole or in part when the President or his designee determines in writing that the cancellation of the solicitation is in the University's best interest, in accordance with the University's Procurement Rules and Regulations.

12. METHOD OF AWARD: Bid shall be awarded to the [x] lowest, [] highest, responsible and responsive bidder whose bid meets the requirements and criteria set forth in the Invitation for Bids. A responsible bidder is one who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance. A responsive bidder is one who has submitted a bid which conforms in all material respects to the Invitation for Bids. The University reserves the right to waive any minor information of irregularity in Bids received. The President shall have the authority to award or reject Bids, in whole or in part for any one or more items if he determines it is in the public interest.

Award issued to the [x] lowest, [] highest, responsible and responsive bidder within the specified time for acceptance as indicated in the Bid, results in a binding contract without further action by either party provided the successful bidder executes a formal contract with the University. In case of any error in the extension of prices, unit price will govern. It is the policy of the Government of Guam to award Bids to qualified local vendors.

13. SUBMISSION OF BIDS:

- a. Bids and modifications thereof shall be submitted through electronic submission to the Share folder that UOG procurement office provides and addressed to the office specified in the Solicitation. The electronic file submission will show the hour and date of submission as specified in the Solicitation for receipt. The file should identify the Solicitation number, and the name of the bidder.
- b. Bids may be modified or withdrawn by written or telegraphic notice, provided such notice is received prior to the hour and date specified for receipt (see paragraph 9 of these instructions).
- c. Samples of items, when required, must be submitted within the time specified, unless otherwise specified by the University, at no expense to the University. If not destroyed by testing, samples will be returned at bidder's request and expense, unless otherwise specified by the Solicitation.
- d. Samples or descriptive literature should not be submitted unless it is required on this Solicitation. Regardless of any attempt by a bidder to condition the bid, unsolicited samples or descriptive

UOG BID NO. B21-10 AIR PURIFIER SYSTEM and REPLACEMENT FILTERS

5 | Page

literature will not be examined or tested at the bidder's risk, and will not be deemed to vary any of the provisions of this Solicitation.

14. **FAILURE TO SUBMIT BID:** If no bid is to be submitted, do not return the Solicitation unless otherwise specified. A letter or postcard shall be sent to the issuing office advising whether future Solicitations for the type of supplies or services covered by this Solicitation is desired.
15. **PRE-BID CONFERENCES.** Pre-Bid conferences will be permitted any time prior to the date established herein for submission of bid. The conferences will be conducted only to explain the procurement requirements for this Request for Proposal. The Authority will notify all Bidders of any substantive clarification provided in response to any inquiry. The Authority will extend the due date if such information significantly amends the solicitation or makes compliance with the original proposed due date impractical.
16. **BID PACKET.** The prospective bidder is required to read each and every page of the Bid Packet and by the act of submitting a proposal shall be deemed to have accepted all conditions contained therein. In no case will failure to inspect constitute grounds for claim or for the withdrawal of a bid after opening. Bid submission shall be sent electronically. Erasures or other changes in a bid must be explained or noted over the signature of the offeror. Bid submission containing any conditions, omissions, unexplained erasure or alterations or items not called for in the Bid packet, or Irregularities of any kind may be rejected by the University as being incomplete.
17. **BID PACKET FORM.** A non-refundable fee of **\$25.00 (U.S.)** will be charged for each bid packet. All payments shall be made by cash, certified check or money order to the University of Guam. Cashier services are located at the UOG Administration Building Mon-Fri from 8am-4pm by appointment only. Pay by phone is also available from 8am-4pm at 735-2923/45/46.
18. **NOTICE OF AWARD.** UOG will notify all bidders the status of the Bid and intent to award. Written notice of award will be public information and made a part of the contract file.
19. **LOCAL PROCUREMENT PREFERENCE:** "All procurement of supplies and services shall be made from among businesses licensed to do business on Guam in accordance with Guam Code Annotated Title 5 Chapter 5 Section 5008 and UOG Procurement Regulation Section 3.9.14.5."
20. **BIODEGRADABLE, REUSEABLE, RECYCLABLE MATERIALS:** 2 GAR Section 1102.2 (UOG Procurement Regulations Section 1.5) Bio-degradable, Reusable, Recyclable or Recycled Material or Any Combination: The Chief Procurement Officer, the Director of Public Works, or the head of the Purchasing Agency shall, whenever possible, procure products that are biodegradable, reusable, recyclable, or made of recycled material, or any of these in any combination. The cost (prior to any adjustments for local vendors) of appropriate biodegradable, reusable, recyclable, or recycled products may be as much as ten percent (10%) greater than the cost of the non-biodegradable, non-reusable, non-recyclable, or non-recycled products they are replacing.

ATTACHMENT A

GENERAL TERMS AND CONDITIONS FOR THE INVITATION FOR BIDS

1. **COMPLIANCE WITH SPECIFICATIONS:** Bidder should comply with specifications outlined.
2. **LATE BIDS, LATE WITHDRAWALS, AND LATE MODIFICATIONS:**

Any bid received after the time and date set for receipt of bids is late. Any withdrawal or modification of a bid received after the time and date set for opening of bids at the place designated for opening is late. (Section 3.9.11.1, University of Guam Procurement Manual).

3. **DETERMINATION OF LOWEST RESPONSIBLE BIDDERS:** In determining lowest responsible bidder, the University shall be guided by the following:
 - (a) Price of bid items.
 - (b) The ability, capacity, and skill of the bidder to perform.
 - (c) Whether the bidder can perform promptly or within the specified time.
 - (d) The character, integrity, reputation, judgment, experience, and efficiency of the bidder.
 - (e) The quality of performance of the bidder with regards to awards previously made to him.
 - (f) The previous and existing compliance by the bidder with laws and regulations relative to procurement.
 - (g) The sufficiency of the financial resources and ability of the bidder to perform.
 - (h) The quality, availability, and adaptability of the supplies for the use of the subject of the award.
 - (i) The ability of the bidder to provide future maintenance and services for the use of the subject of the award.
 - (j) The number and scope of the conditions attached to the bid.

4. **LOW TIE BIDS:** Low tie bids are low responsive bids from responsible bidders that are identical in price and which meet all the requirements and criteria set forth in the Invitation for Bids. Award shall not be made by drawing lots, except as set forth UOG Procurement Regulations Section 3.9.15, or by dividing business among identical bidders.

UOG BID NO. B21-10 AIR PURIFIER SYSTEM and REPLACEMENT FILTERS

7 | Page

5. **TAXES:** Bidders are cautioned that they are subject to Guam Business Privilege Taxes, including 4% Gross Receipt Tax and Guam Income Taxes on Guam Transactions. Specific information of taxes may be obtained from the Director of Revenue and Taxation.
6. **LICENSING:** Bidders are cautioned that the University will not consider for award any Bid Offer submitted by a bidder who has not complied with Guam Licensing Law. Specific information on licenses may be obtained from the Director of Revenue and Taxation.
7. **EQUAL EMPLOYMENT OPPORTUNITY:** Section 3.01(1) of the President Executive Order No. 10935 dated March 7, 1965, requires the bidder not to discriminate against any employee or applicant for employment because of race, creed, color or national origin. The bidder will take affirmative action to ensure that applicants are employed and the employees are treated equally during employment without regard to their race, creed, color or national origin.
8. **DETERMINATION OF RESPONSIBILITY OF BIDDER:** The University reserves the right for securing from bidders information necessary to determine whether or not they are responsible and to determine the responsibility in accordance with Section 3 of the General Terms and Conditions.
9. **JUSTIFICATION OF DELAY:** Vendors who are awarded items under the Bid guarantee that the goods will be delivered to their destination within the time specified. If the vendor is not able to meet the specified delivery date, he is required to notify the purchasing agent of such delay. Notification shall be in writing and should be received by the agent at least twenty-four (24) hours before the specified delivery date. Notification of delay shall include an explanation of the causes and reasons for the delay including statement(s) from supplier or shipping company causing the delay. The University of Guam reserves the right to reject delay justification if in the opinion of the President such justification is not adequate.
10. **EQUAL OPPORTUNITY EMPLOYER AND PROVIDER:** It is the policy of the University of Guam to provide equal opportunity in its higher educational mission and as employer. The University complies with all federal and local statutes, rules and regulations which prohibit discrimination in its policies and practices and direct affirmative action, including but not limited to Titles VII and IX of the Civil Rights Act of 1964 (as amended), Executive Order 11246, and the Equal Pay act of 1963 (as amended). The University shall promote a full realization of equal opportunity through a positive, continuing program, including a requirement that those doing business with the University also are equal opportunity employers.
11. **EMPLOYMENT RESTRICTION:** If a contract for services is awarded to the bidder or offeror, then the service provider must warrant that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of the Guam Code Annotated or of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore define, or who is listed on the Sex Offender Registry, shall provide services on behalf of the service provider while on University of Guam property, with the exception of public highways. If any employee of a service provider is providing services on University property and is convicted subsequent to an award of a contract, then the service provider warrants that it will notify the University of the Conviction, within twenty-four hours of the conviction, and will immediately remove such convicted person from providing services on University property. If the service provider is found to be in violation of any of the provisions of this paragraph, then the University will give

UOG BID NO. B21-10 AIR PURIFIER SYSTEM and REPLACEMENT FILTERS

8 | Page

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

12. (X) (Required if checked) **BID SECURITY REQUIREMENT (Attachment D):** Bidder is required to submit a Bid Security or standby irrevocable Letter of Credit or Certified Check or Cashier's Check or other security supplied in a form satisfactory to the University in the same bid envelope to be held by the University of Guam (UOG). A bidder should contact the University for Pre-approval of the bid security requirement before the deadline for submission of bid packages if it is proposing security in a form not specifically listed above. The bid security required under any applicable invitation for Bid shall not be released upon award of the bid, but instead shall continue in full force and effect until delivery of the supplies or services required by any contract awarded to contractor under the associated Invitation for Bid is completed. The Bid Security, Letter of Credit, Certified Check or Cashier's Check must be issued by any local surety or banking institution licensed to do business on Guam and made payable to the University of Guam in the amount of fifteen percent (15%) of the total amount bid. The Bid Security must be submitted on UOG Bid Security Form (a copy is enclosed). Personal Checks will not be accepted as Bid Security.

If a successful Bidder (contractor) withdraws from the bid or fails to enter into contract within the prescribed time, such Bid guarantee will be forfeited to the University of Guam. Bids will be disqualified if not accompanied by Bid Security, Letter of Credit, Certified Check or Cashier's Check. Bidder must include in his/her bid, valid copies of a Power of Attorney from the Surety and a Certificate of Authority from the Government of Guam to show proof that the surety company named on the bond instrument is authorized by the Government of Guam and qualified to do business on Guam. For detailed information on bonding matters, contact the Department of Revenue and Taxation. Failure to submit a valid Power of Attorney and Certificate of Authority on the surety is cause for rejection of bid. (Pursuant to Public Law 27-127, all competitive sealed bidding for the procurement of supplies or services, exceeding \$25,000.00, a 15% Bid Security of the total bid price must accompany the bid package.) When the Invitation for Bids requires bid security, non-compliance requires that the bid be rejected unless, pursuant to Policy Office regulations, it is determined that the bid fails to comply in a non-substantial manner with the security requirements.

13. **INDEPENDENT CONTRACTOR:** Contractor shall operate its business as an independent contractor and shall discharge all of its duties as such. No act performed or representation made, whether oral or written by Contractor with respect to third parties shall be binding on UOG.

14. **INDEMNITY:** Contractor agrees to indemnify and hold harmless UOG and its officers and employees from any claim, damage, liability, injury, expense or loss, including defense costs and attorney's fees, arising out of Contractor's duties under this agreement resulting from Contractor's negligence, save and except those caused by the negligence on the part of UOG.

ATTACHMENT B

SPECIAL GENERAL PROVISIONS

1. **GENERAL INTENTION:** It is the declared and acknowledged intention and meaning of this Special General Provision for the Bidder to provide the University of Guam with materials, supplies, or equipment completely assembled, and ready for use.

2. **COMPETENCY OF BIDDERS:** Bids will be considered only from such bidders who, in the opinion of the University, can show evidence of their ability, experience, and facilities to render satisfactory service.

3. **CONTACT FOR CONTRACT ADMINISTRATION:** If your firm receives a contract as a result of this invitation, please designate a person whom we may contact for prompt administration.

NAME: _____ TITLE: _____

NAME OF COMPANY: _____ ADDRESS: _____

TEL: _____ FAX: _____ E-Mail Address: _____

4. **INSPECTION:** All supplies, materials, or equipment delivered under this contract shall be subject to the inspection and test conducted by the University at destination. If, in any case, the supplies, materials, or equipment are found to be defective in material, workmanship, performance or otherwise does not conform to the specifications, the University shall have the right to reject the items or require that they be corrected. The number of days required for correction will be determined by the University of Guam.

6. **BID ELECTRONIC FILE:** Bid file shall be marked with the bidder's name, bid invitation number, and bid title.

NOTE: UNDER NO CIRCUMSTANCES WILL LATE BIDS BE ACCEPTED BY THIS OFFICE.

7. **RECEIPT, OPENING AND RECORDING OF BIDS:** Bids and modifications shall be publicly opened in the presence of one or more witnesses, at the time, date, and place designated in the Invitation for Bid. The name of each bidder, the bid price, and such other information as is deemed appropriate by the Procurement Officer, shall be read aloud and recorded, or otherwise made available. The names and addresses of required witnesses shall be recorded at the opening. The opened bids shall be available for public inspection except to the extent the bidder designates trade secrets or other proprietary data to be confidential as set forth in accordance with Section 8, below. Materials so designated shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. Prices, makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary.

8. **CONFIDENTIAL DATA:** The Procurement Officer shall examine the bids to determine the validity of any requests for nondisclosure of trade secrets and other proprietary data identified in writing. If the parties do not agree as to the disclosure of data, the Procurement Officer shall inform the bidders in writing what portions of the bid will be disclosed and that, unless the bidders protest under Chapter 9 of UOG

Procurement Regulations, the bids will be so disclosed. The bids shall be opened to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9. **INQUIRIES:** All inquiries or questions and concerns must be submitted to the President of the University of Guam in writing. Oral communications will not be considered.

UOG BID NO. B21-10 AIR PURIFIER SYSTEM and REPLACEMENT FILTERS

11 | Page

ATTACHMENT C

BIDDER'S QUALIFICATIONS

To be submitted in accordance with the provisions set forth in the INSTRUCTIONS TO BIDDERS contained in the bidding documents for the project.

The undersigned Bidder makes the following representations relating to its proposal to the UNIVERSITY OF GUAM.

The word "it", used herein by way of reference to the undersigned, shall be deemed to mean "he or she" if the Bidder is an individual and "they" if the Bidder is a partnership

1. It maintains a permanent place of business at

2. STANDARD FOR DETERMINATION OF QUALIFIED BIDDER: In order to qualify as responsible, a prospective bidder must meet the following standards as they relate to the particular procurement under consideration:

- (a) Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance.
- (b) Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them.
- (c) Is able to comply with the proposed or required performance schedule.
- (d) Has a satisfactory record of integrity, judgment, and performance.
- (e) Must be able to conform to the requirements of the Equal Employment Opportunity Act.

3. It hereby represents and warrants that all statements set forth herein are true and correct. (If the Bidder is a partnership, the partnership name must be signed, followed by the signature of at least one of the partners. If the Bidder is a corporation, the corporate name must be signed, followed by the signature of a duly authorized officer and the corporate seal affixed. A typewritten copy of all such names and signatures shall be appended. No alterations, erasures, corrections or interlineations will be permitted).

NAME OF BIDDER

UOG BID NO. B21-10 AIR PURIFIER SYSTEM and REPLACEMENT FILTERS

12 | Page

**ATTACHMENT D
BID SECURITY**

**BID BOND
NO. B21-10**

KNOW ALL MEN BY THESE PRESENTS that _____, as Principal,
hereinafter called the "Principal", and _____ (Bonding Company),
_____ a duly admitted insurer under the laws of the
Territory of Guam, as Surety, hereinafter called the "Surety", are held firmly bound unto the University of
Guam for the sum of _____ Dollars (\$ _____), for payment of
which sum will and truly to be made, the said Principal and the said Surety bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal has submitted a bid for (Identify project by number and brief description)

NOW, THEREFORE, if the University of Guam shall accept the bid of the Principal, the Principal shall enter
into a Contract with the University of Guam in accordance with the terms of such bid, and give such bond or
bonds as may be specified in bidding or Contract Documents with good and sufficient surety for the faithful
performance of such Contract and for the prompt payment of labor and material furnished in the prosecution
thereof. In the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the
Principal shall pay to the University of Guam the difference not to exceed the penalty hereof between the
amounts specified in said bid and such larger amount for which the University of Guam may in good faith
contract with another party to perform work covered by said bid or an appropriate liquidated amount as
specified in the Invitation for Bid, then this obligation shall be null and void, but otherwise will remain in full
force and effect.

Signed and sealed this _____ day of _____, 20_____

(PRINCIPAL) (SEAL)

(WITNESS)

(TITLE)

(MAJOR OFFICER OF SURETY)

(TITLE)

(MAJOR OFFICER OF SURETY)

(TITLE)

(RESIDENT GENERAL AGENT)

UOG BID NO. B21-10 AIR PURIFIER SYSTEM and REPLACEMENT FILTERS

ATTACHMENT G
AFFIDAVIT re GRATUITIES, KICKBACKS AND FAVORS

CITY OF _____)
ISLAND OF GUAM) ss.

_____ (state name of affiant signing below), being first duly sworn,
deposes and says that:

1. 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, and 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, kickbacks and favors set forth in UOG Procurement Manual Section 11.7. Further, affiant promises, on behalf of offeror, not to violate the prohibition against gratuities, kickbacks and favors as set forth in UOG Procurement Manual Section 11.7.
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 this statement 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 offeror is a corporation

Subscribed and sworn to before me

This _____ day of _____, 20__

NOTARY PUBLIC
My commission expires _____
(AG Procurement Form 004 (Jul. 12, 2010))

UOG BID NO. B21-10 AIR PURIFIER SYSTEM and REPLACEMENT FILTERS

16 | Page

ATTACHMENT I
DECLARATION re COMPLIANCE WITH U.S. DOL WAGE DETERMINATIONS

Procurement No.: **NO. B21-10**

Name of Offeror Company: _____

I, _____ hereby certify under penalty of perjury:

(1) That I am _____ (please select one: *the offeror, a partner of the offeror, an officer of the offeror*) making the bid or proposal in the foregoing identified procurement;

(2) That I have read and understand the provisions of 5 GCA § 5801 and 5802 which read:

§ 5801. Wage Determination Established.

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

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

§ 5802. Benefits.

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

(3) That the offeror is in full compliance with 5 GCA § 5801 and § 5802, as may be applicable to the procurement referenced herein;

(4) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor. **(INSTRUCTIONS – Please attach most updated version to bid package)**(AG Procurement Form 006 (Feb. 16, 2010)

UOG BID NO. B21-10 AIR PURIFIER SYSTEM and REPLACEMENT FILTERS

18 | Page

EXHIBIT A

University of Guam

BID SPECIFICATIONS OR EQUIVALENT

BID NO. B21-10

This bid pertains to the following:

1. University of Guam, Air Purifier System and Replacement Filters

I. BACKGROUND

The University of Guam (UOG) is requesting proposals from vendors to provide Air Purifier System and Replacement Filters to detect, disinfect, and purify contaminated air in various classrooms, offices, auditoriums, and other indoor spaces located in the College of Liberal Arts and Social Sciences (CLASS) buildings.

II. PRODUCT SPECIFICATIONS:

1) Physical

- a. Wall/Ceiling-Mountable
- b. Maximum Noise Level: 64dB
- c. Wi-Fi Capable
- d. Power: 110 – 240V
- e. Replaceable Filters

2) Detection:

- a. Smoke
- b. CO
- c. CO2
- d. VOC
- e. PM 2.5
- f. PM 10
- g. Temperature
- h. Humidity

3) Disinfection:

- a. Bacteria
- b. Fungus
- c. Mold
- d. Spores
- e. Viruses

4) Communications and Management:

- a. Management App must be included to allow for remote control of units as well as data gathering and reporting.

UOG BID NO. B21-10 AIR PURIFIER SYSTEM and REPLACEMENT FILTERS

20 | Page

5) Conformance

- a. Approvals: UL 867 and C22.2 No. 187-09 -- Electrostatic Air Cleaners
- b. To include Replacement Filters for units

UOG BID NO. B21-10 AIR PURIFIER SYSTEM and REPLACEMENT FILTERS

21 | Page

EXHIBIT B

UOG BID NO. B21-10

UOG Air Purifier System and Replacement Filters Scope of Work

1. Scope of the Work

This bid is to select and award a contract for a qualified Vendor to supply, deliver, and install Air Purifier System and Replacement Filters. Additional services are to provide training on how to use the units as well as warranty.

2. Bid Submittals

a) Bid prices shall be submitted on Bid Price Form. All prices shall include shipping, delivery, manufacturer's warranty. Any additional cost not stated in this bid but are required to complete the delivery and installation of the interactive display boards must be included in the bidder's price.

b) Bidder shall submit an electronic file with the copy of the bid security included. Original bid security will need to be received at UOG Cashiers office before the bid deadline.

Air Purifier System supplier is required to submit prices for Table 1.0.

Bid award to be based on the required items in Table 1.0 and to be based on price, compliance to the specification, services, delivery and any requirements in the BID package, BID NO. B21-10.

Table 1.0 Bid Price Form

No.	ITEM DESCRIPTION	BID Price
1	<p>Air Purifier System Aura Air Purifier or EQUIVALENT (QTY: 75 UNITS) Air Purifying device Brand Offered _____, Model # _____ (If an equivalent is proposed, attach brochure or equipment spec sheet.) Attach mandatory Submittals in Exhibit B Section 8.1 Proposal Submittals</p> <p>Air Purifier Replacement Filter (QTY: 100 EACH)</p> <p>Air Purifier System and Replacement Filters Shipping charge</p>	
Grand Total		

UOG BID NO. B21-10 AIR PURIFIER SYSTEM and REPLACEMENT FILTERS

22 | Page

Delivery: _____ weeks after receipt of purchase order

OPTIONS

For Table 2.0 Options, the bidder's price will not be included as part of the total price evaluation for this bid award.

UOG reserves the right to exercise any or part of the options requested.

Insert any additional options recommended.

Table 2.0 Options

No.	Item Description	Price
1	Services for Maintenance and upkeep.	
2	Services for disposal.	
3	Replacement/trade in program	

OTHER NOTES:

1. These specifications have been written to describe minimum equipment and performance requirements to be supplied by the equipment manufacturer bidding. Reasonable tests may be conducted upon delivery before acceptance.
2. The University reserves the right to accept and/or reject any and all bids, to waive any defects, irregularities, or specification discrepancies and to award the bid deemed to be in the best interest of the University.

NOTE: Name and title of author of specifications:
 University of Guam, College of Liberal Arts and Social Sciences
 John Del Castillo, IT Support Technician, CLASS, Email: delcastilloj@triton.uog.edu
 Emily Gumataotao, Supply Management Administrator, Email: eggumataotao@triton.uog.edu



ADMINISTRATION & FINANCE
Consolidated Procurement Office

AMENDMENT 1

Invitation for Bid (IFB)
UOG IFB No. B21-10

Date Issued: May 7, 2021

AIR PURIFIER SYSTEM and REPLACEMENT FILTERS

This is to notify all prospective offerors of the following amendment set forth below:

1.1 Deadline for submission should read as follows: Friday, May 14, 2021 at 2:00 p.m. (your bid submission must be submitted electronically to the Bid Share folder provided by UOG Procurement Office on or before 2:00 p.m.) Bid opening will take place at 3:30 p.m. via ZOOM link provided by procurement office to all registered offerors.

All other terms and conditions remain the same.

Emily G. Gumataotao
Supply Management Administrator

Please acknowledge receipt and email: uog.bids@triton.uog.edu:

Name of company: _____

Print Name/Signature/date _____

T: +1 671.735.2925 F: +1 671.735-3010 W: www.uog.edu E: uog.bids@triton.uog.edu

Mailing Address: 303 University Drive UOG Station Mangilao, Guam 96913

The University of Guam is a U.S. Land Grant Institution accredited by the Western Association of Schools and Colleges Senior College and University Commission and is an equal opportunity provider and employer.



ADMINISTRATION & FINANCE
Consolidated Procurement Office

AMENDMENT 3

Invitation for Bid (IFB)
UOG IFB No. B21-10

Date Issued: May 13, 2021

AIR PURIFIER SYSTEM and REPLACEMENT FILTERS

This is to notify all prospective offerors of the following amendment set forth below:

1.1 Deadline for submission should read as follows: Thursday, May 20, 2021 at 2:00 p.m. (your bid submission must be submitted electronically to the Bid Share folder provided by UOG Procurement Office on or before 2:00 p.m.) Bid opening will take place at 3:30 p.m. via ZOOM link provided by procurement office to all registered offerors.

All other terms and conditions remain the same.

Emily G. Gumataotao
Supply Management Administrator

Please acknowledge receipt and email: uog.bids@triton.uog.edu:

Name of company: _____

Print Name/Signature/date _____

T: +1 671.735.2925 F: +1 671.735-3010 W: www.uog.edu E: uog.bids@triton.uog.edu
Mailing Address: 303 University Drive UOG Station Mangilao, Guam 96913

The University of Guam is a U.S. Land Grant Institution accredited by the Western Association of Schools and Colleges Senior College and University Commission and is an equal opportunity provider and employer.



ADMINISTRATION & FINANCE
Consolidated Procurement Office

AMENDMENT 2

Invitation for Bid (IFB)
UOG IFB No. B21-10

Date issued: May 10, 2021

AIR PURIFIER SYSTEM and REPLACEMENT FILTERS

This is to notify all prospective offerors of the following amendment set forth below:

- 1.1 **REPLACE "ATTACHMENT E: Major Shareholder Disclosure Affidavit"** with corrected form as set forth in the attached.

All other terms and conditions remain the same.

Emily G. Gumataotao
Supply Management Administrator

Please acknowledge receipt and email: uog.bids@triton.uog.edu:

Name of company: _____

Print Name/Signature/date _____

T: +1 671.735.2925 F: +1 671.735-3010 W: www.uog.edu E: uog.bids@triton.uog.edu
Mailing Address: 303 University Drive UOG Station Mangilao, Guam 96913

The University of Guam is a U.S. Land Grant Institution accredited by the Western Association of Schools and Colleges Senior College and University Commission and is an equal opportunity provider and employer.



ADMINISTRATION & FINANCE
Consolidated Procurement Office

AMENDMENT 4

**Invitation for Bid (IFB)
UOG IFB No. B21-10**

Date Issued: May 18, 2021

AIR PURIFIER SYSTEM and REPLACEMENT FILTERS

This is to notify all prospective offerors of the following amendment set forth below:

1.1 Question & Answer Sheet 1 as set forth in the attached.

All other terms and conditions remain the same.

Emily G. Gumataotao
Supply Management Administrator

Please acknowledge receipt and email: uog.bids@triton.uog.edu:

Name of company: _____

Print Name/Signature/date _____

T: +1 671.735.2925 F: +1 671.735-3010 W: www.uog.edu E: uog.bids@triton.uog.edu
Mailing Address: 303 University Drive UOG Station Mangilao, Guam 96913

*The University of Guam is a U.S. Land Grant Institution accredited by the Western Association of Schools and Colleges
Senior College and University Commission and is an equal opportunity provider and employer.*

QUESTION & ANSWER SHEET NO. 1
May 18, 2021

In response to the written "Questions" and/or "Request for Clarifications" UOG received as of May 07, 2021 @ 10:08am from vendor: J&B Modern Tech

Question 1: The vendor bid submittal must be send thru electronics provided by UOG. Does the electronic file or address same as "uog.bids@triton.uog.edu" ?

Answer: UOG confirms that bid submission should be sent in one (1) pdf file to the Bid Share Folder link provided by UOG procurement office to all registered offerors.

Question 2: Under the ATTACHMENT B, Special General Provisions, page 10, item 7 states that the bid and modifications shall be publicly open in the presence of one or more witness. Can a J & B Modern Tech representatives attend this bid opening?

Answer: UOG confirms that bid opening is opened to the public. UOG procurement office will send a link day of bid opening for Zoom conference to all registered offerors.

Question 3: Option on Alternate Bid: we / J & B Modern Tech will submit another brand of PIONEER AIR PURIFIER SYSTEM, as an alternate bid and attached herewith the Data brochure and the bid unit price for your perusal. A WARRANTY of one year For Fan Motor. There's no warranty on the consumable filters and UV-C lights Bulb but has a duration lifetime of 9,000 hours.

Answer: UOG confirms that we will accept Brand Name or Equal Specification.

Question 4: Can we submit the hard copy before the closing time of the bid at 2:PM.

Answer: UOG confirms that bid submissions shall be electronically submitted in one (1) PDF file to the Bid SHARE folder provided to all registered offerors. UOG reminds that a copy of the bid security shall be included in the bid package. The Original BID SECURITY must be receipted by the procurement office before bid deadline. Since UOG is still closed to the public, please contact the procurement office to inform that you will be coming by to drop off bid security. Please place your bid security in bin as instructed. A representative will be out to receive and an email will be sent to you thereafter.

EXHIBIT B

UOG Bid No. B21-10 Air Purifier (Electronic Copy Request)

GPE INC <guampacific@gmail.com>

Tue 5/4/2021 3:24 PM

To: UOG Procurement Bids <uog.bids@triton.uog.edu>

[EXTERNAL EMAIL - Please use caution when opening attachments or clicking links.]

Hi Jade,

Please send us an electronic copy of **UOG Bid No. B21-10 (Air Purifier System and Replacement Filters)**.

Thank you.

Respectfully,

--
Sed Linsangan

Guam Pacific Enterprise, Inc.

Tel: (671) 649-6994/7/8



This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error, please notify the system manager. This message contains confidential information and is intended only for the individual named. If you are not the named addressee, you should not disseminate, distribute or copy this email. Please notify the sender immediately by email if you have received this email by mistake and delete this email from your system. If you are not the intended recipient, you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

Guam Pacific Enterprise, Inc.
Tel: (671) 649-6994/7/8

Exhibit 3

Re: UOG Bid No. B21-10 Air Purifier (Electronic Copy Request)

UOG Procurement Bids <uog.bids@triton.uog.edu>

Tue 5/4/2021 5:11 PM

To: GPE INC <guampacific@gmail.com>

Bcc: Procurement Office <procurementoffice@triton.uog.edu>

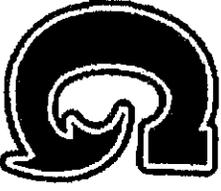
Háfa Adai & Good Afternoon,

Pursuant to our bid requirements, " **BID PACKET FORM**. A non-refundable fee of **\$25.00 (U.S.)** will be charged for each bid

packet requested. All payments shall be made by cash, certified check or moneyorder to the University of Guam. Cashier services located at the UOG Administration Building Mon-Fri from 8am-4pm by appointment only. Pay by phone is also available from 8am-4pm at 735-2923/45/46."

Please forward proof of receipt so we can register and send you copy of bid packet. Thank you!

Si Yüos ma'äse' & Have a nice day!



UNIVERSITY OF
GUAM
UNIBETSIADAT GUAMAN

Respectfully,

Emily G. Gumataotao

SUPPLY MANAGEMENT ADMINISTRATOR
PROCUREMENT | ADMIN & FINANCE

Office: 671-735-2925

Fax: 671-735-3010

uog_bids@triton.uog.edu

The University of Guam is an equal opportunity provider and employer.

Re: UOG Bid No. B21-10 Air Purifier (Electronic Copy Request)

GPE INC <guampacific@gmail.com>

Tue 5/4/2021 6:12 PM

To: UOG Procurement Bids <uog_bids@triton.uog.edu>

[EXTERNAL EMAIL - Please use caution when opening attachments or clicking links.]

Hafa Adai,

This is to acknowledge receipt of your email.

Please send us the electronic copy of UOG Bid No. B-21-10.

Thank you.

Sed

GPE

On Tue, 4 May 2021 at 17:11, UOG Procurement Bids <uog_bids@triton.uog.edu> wrote:

Hafa Adai & Good Afternoon,

Pursuant to our bid requirements, "BID PACKET FORM. A non-refundable fee of \$25.00 (U.S.) will be charged for each bid

packet requested. All payments shall be made by cash, certified check or moneyorder to the University of Guam. Cashier services located at the UOG Administration Building Mon-Fri from 8am-4pm by appointment only. Pay by phone is also available from 8am-4pm at 735-2923/45/46."

Please forward proof of receipt so we can register and send you copy of bid packet. Thank you!

Re: UOG Bid No. B21-10 Air Purifier (Electronic Copy Request)

UOG Procurement Bids <uog.bids@triton.uog.edu>

Wed 5/5/2021 12:10 PM

To: GPE INC <guampacific@gmail.com>

Bcc: Procurement Office <procurementoffice@triton.uog.edu>

Håfa Adai & Good Afternoon Sed,

I do not see proof of receipt to send the bid package and just confirming your messages were received from Ms. Jade.

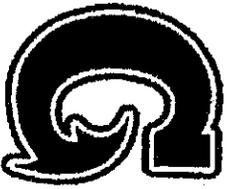
Excerpt from UOG Procurement Regulation below:

3.9.6.1. DISTRIBUTION (GSA Section 3-202.06.1). Invitations for Bids or Notices of the Availability of Invitation for Bids*Where appropriate, the President may require payment of a fee or a deposit for the supplying of the Invitation for Bids.*

This has been in the UOG procurement regulations even during previous administration; Unfortunately, I am unable to answer as to why the processes were different from my pre-decessors.

Apologize for any inconvenience this may have caused. Once I receive your proof of receipt I will be glad to send you the electronic bid packet.

Si Yu's ma'åse' & Have a nice day!;



UNIVERSITY OF
GUAM
UNISTSELU' GUAHAN

Respectfully,

Emily G. Gumataotao

SUPPLY MANAGEMENT ADMINISTRATOR

PROCUREMENT | ADMIN & FINANCE

Office: 671-735-2925

Fax: 671-735-3010

uog.bids@triton.uog.edu

The University of Guam is an equal opportunity provider and employer.

05-05: UOG Bid No. B21-10 Air Purifier (Electronic Copy Request)

GPE INC <guampacific@gmail.com>

Wed 5/5/2021 1 22 PM

To: UOG Procurement Bids <uog.bids@triton.uog.edu>

[EXTERNAL EMAIL - Please use caution when opening attachments or clicking links.]

Hi Emily,

Thank you for your response. The language specified "The President may require payment of a fee" Did the President enforce that stipulation because the past Administrator did not require us to pay unless we participated in the bid? Second, did you get written authorization from the President? Please send us a copy of that authorization.

Thank you for your understanding.

Very Respectfully

Sedfrey M. Linsangan

On Wed, 5 May 2021 at 12:11, UOG Procurement Bids <uog.bids@triton.uog.edu> wrote:

Håfa Adai & Good Afternoon Sed,

I do not see proof of receipt to send the bid package and just confirming your messages were received from Ms. Jade.

Excerpt from UOG Procurement Regulation below:

3.9.6.1. DISTRIBUTION (GSA Section 3-202.06.1). Invitations for Bids or Notices of the Availability of Invitation for Bids
...*Where appropriate, the President may require payment of a fee or a deposit for the supplying of the Invitation for Bids.*

This has been in the UOG procurement regulations even during previous administration; Unfortunately, I am unable to answer as to why the processes were different from my pre-decessors.

Apologize for any inconvenience this may have caused. Once I receive your proof of receipt I will be glad to send you the electronic bid packet.

05-05: UOG Bid No. B21-10 Air Purifier (Electronic Copy Request)

GPE INC <guampacific@gmail.com>

Wed 5/5/2021 1:22 PM

To: UOG Procurement Bids <uog.bids@triton.uog.edu>

[EXTERNAL EMAIL - Please use caution when opening attachments or clicking links.]

Hi Emily,

Thank you for your response. The language specified "The President may require payment of a fee" Did the President enforce that stipulation because the past Administrator did not require us to pay unless we participated in the bid? Second, did you get written authorization from the President? Please send us a copy of that authorization.

Thank you for your understanding.

Very Respectfully

Sedfrey M. Linsangan

On Wed, 5 May 2021 at 12:11, UOG Procurement Bids <uog.bids@triton.uog.edu> wrote:

Hafa Adai & Good Afternoon Sed,

I do not see proof of receipt to send the bid package and just confirming your messages were received from Ms. Jade.

Excerpt from UOG Procurement Regulation below:

3.9.6.1. DISTRIBUTION (GSA Section 3-202.06.1). Invitations for Bids or Notices of the Availability of Invitation for Bids
.....*Where appropriate, the President may require payment of a fee or a deposit for the supplying of the Invitation for Bids.*

This has been in the UOG procurement regulations even during previous administration; Unfortunately, I am unable to answer as to why the processes were different from my pre-decessors.

Apologize for any inconvenience this may have caused. Once I receive your proof of receipt I will be glad to send you the electronic bid packet.

Re: 05-05: UOG Bid No. B21-10 Air Purifier (Electronic Copy Request)

GPE INC <guampacific@gmail.com>

Wed 5/5/2021 2:59 PM

To: UOG Procurement Bids <uog_bids@triton.uog.edu>

[EXTERNAL EMAIL - Please use caution when opening attachments or clicking links.]

Just to add that no Gov. Guam Agency charges fees if Bid packet is sent through email.

On Wed, 5 May 2021 at 13:22, GPE INC <guampacific@gmail.com> wrote:
: Hi Emily,

Thank you for your response. The language specified "The President may require payment of a fee" Did the President enforce that stipulation because the past Administrator did not require us to pay unless we participated in the bid? Second, did you get written authorization from the President? Please send us a copy of that authorization.

Thank you for your understanding.

Very Respectfully

Sedfrey M. Linsangan

On Wed, 5 May 2021 at 12:11, UOG Procurement Bids <uog_bids@triton.uog.edu> wrote:

· Háfa Adai & Good Afternoon Sed,

I do not see proof of receipt to send the bid package and just confirming your messages were received from Ms. Jade.

Excerpt from UOG Procurement Regulation below:

3.9.6.1. DISTRIBUTION (GSA Section 3-202.06.1). Invitations for Bids or Notices of the Availability of Invitation for Bids
....*Where appropriate, the President may require payment of a fee or a deposit for the supplying of the Invitation for Bids.*

This has been in the UOG procurement regulations even during previous administration; Unfortunately, I am unable to answer as to why the processes were different from my pre-decessors.

Re: 05-05: UOG Bid No. B21-10 Air Purifier (Electronic Copy Request)

GPE INC <guampacific@gmail.com>

Thu 5/6/2021 10:45 AM

To: UOG Procurement Bids <uog.bids@triton.uog.edu>

[EXTERNAL EMAIL - Please use caution when opening attachments or clicking links.]

Good morning Emily,

I am respectfully requesting for an extension up to May 18. Reasons are the following:

1) Since we are the Distributor of Air Purifier, our request should be granted for the best interest of the people of Guam to get the best price possible.

2) There is a pending disagreement on the regulation relative to the imposition of \$ 25.00 fee. The language used is mandatory that is subject to the President of UOG's discretion. If the President has no authorization then the fee should not be imposed even we participated in the Bid just like all the Gov. Guam Agencies practices unless we request a hard copy.

Please refer my grievance to your Supervisor or adhere to the protocol on disagreement. Thank you for giving me the opportunity to discuss my concerns and be of service to you. Please advise.

Very Respectfully,

Sedfrey M. Linsangan

President, Guam Pacific Enterprises Inc.

On Wed, 5 May 2021 at 14:58, GPE INC <guampacific@gmail.com> wrote:

Just to add that no Gov. Guam Agency charges fees if Bid packet is sent through email.

On Wed, 5 May 2021 at 13:22, GPE INC <guampacific@gmail.com> wrote:

Hi Emily,

Thank you for your response. The language specified "The President may require payment of a fee" Did the President enforce that stipulation because the past Administrator did not require us to pay unless we participated in the bid? Second, did you get written authorization from the President? Please send us a copy of that authorization.

Thank you for your understanding.

Re: B21-10: AIR PURIFIER SYSTEM and REPLACEMENT FILTERS - AMENDMENT 1

GPE INC <guampacific@gmail.com>

Mon 5/10/2021 10:43 AM

To: UOG Procurement Bids <uog.bids@triton.uog.edu>

[EXTERNAL EMAIL - Please use caution when opening attachments or clicking links.]

Good morning Emily,

I am waiting for your determination on the \$ 25.00 fee. We will respect your decision and we will decide if we will proceed with the bid or not. In case you impose the fee , then our disagreement can be tabled on another time. Kindly advise.

Very Respectfully,

Sedfrey M. Linsangan

On Fri, 7 May 2021 at 15:53, GPE INC <guampacific@gmail.com> wrote:

Thank you for your email and bid extension. I am still waiting for your response on the \$25.00 fee that I am disputing. Please advise .

On Fri, 7 May 2021 at 15:19, UOG Procurement Bids <uog.bids@triton.uog.edu> wrote:

Hafa Adai & Good Afternoon,

Please see attached notice for the above referenced BID B21-10: AIR PURIFIER SYSTEM and REPLACEMENT FILTERS : AMENDMENT 1.

Kindly acknowledge receipt by COB, Monday, May 10, 2021.

Si 'Yulos ma'läse' & Have a nice day!.

Fwd: B21-10 GUAM PACIFIC ENTERPRISE INC

GPE INC <guampacific@gmail.com>

Tue 5/11/2021 10:22 AM

To: UOG Procurement Bids <uog.bids@triton.uog.edu>

[EXTERNAL EMAIL - Please use caution when opening attachments or clicking links.]

Good morning,

Please see receipt below for the bid. Kindly email to us the bid documents.

**Very Respectfully,
Sedfrey M. Linsangan**

----- Forwarded message -----

From: Pangelinan, April Lynn <pangelinanal@triton.uog.edu>

Date: Tue, 11 May 2021 at 10:07

Subject: B21-10 GUAM PACIFIC ENTERPRISE INC

To: guampacific@gmail.com <guampacific@gmail.com>

Hafa Adai,

Please see the email below of your receipt.

Si Yu'os ma'áse'

April L.C. Pangelinan
Cashier II

Administration & Finance
Office: +1 (671) 735-2923
pangelinanal@triton.uog.edu
<https://www.uog.edu/it>



The University of Guam is an equal opportunity provider and employer.

CONFIDENTIALITY STATEMENT: This message is from the University of Guam and contains information which is privileged and confidential and is solely for the use of the intended recipient. If you are not the intended recipient, any review, disclosure, copying, distribution, or use of the contents of this message is strictly prohibited. If you have received this transmission in error, please destroy immediately.

This email message (including any attachments) is for the sole use of the intended recipient(s) and may contain confidential information covered under the Family Educational Rights & Privacy Act (FERPA). If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this message (including any attachments) is strictly prohibited. If you have received this message in error, please destroy all copies of the original message (including attachments) and notify me immediately by email or phone. Thank you.

From: bursar@triton.uog.edu <bursar@triton.uog.edu>
Sent: Tuesday, May 11, 2021 10:05 AM
To: Pangelinan, April Lynn <pangelinanal@triton.uog.edu>
Subject: UOG- Thank you for your payment

Receipt Number: 184711
Customer: MISC
UOG Main Cashiers
Current Date: 05/11/2021

Description	Amount
Non Appn Fa-Bid Fee	\$25.00
Dept. Name: CBID B21-10 GUAM PACIFIC ENTERPRISE INC.	
Total	\$25.00

Payments Received

Amount

CC
MasterCard XXXXXXXXXXXXX7707 \$25.00
Authorization # 434435
Total \$25.00

Guam Pacific Enterprise, Inc.
Tel: (671) 649-6994/7/8



This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error, please notify the system manager. This message contains confidential information and is intended only for the individual named. If you are not the named addressee, you should not disseminate, distribute or copy this email. Please notify the sender immediately by email if you have received this email by mistake and delete this email from your system. If you are not the intended recipient, you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

Re: B21-10 GUAM PACIFIC ENTERPRISE INC

UOG Procurement Bids <uog.bids@triton.uog.edu>
Tue 5/11/2021 12:11 PM

To: GPE INC <guampacific@gmail.com>

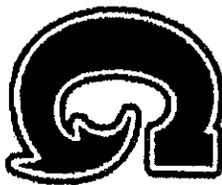
Bcc: Procurement Office <procurementoffice@triton.uog.edu>

Håfa Adai & Good Morning Sedfrey,

As requested, see attached bid package & Amendment 1 & 2 issued. Also, just FYI, there will be another amendment forthcoming for this bid.

Please acknowledge receipt. Thank you!

Si Yu'os ma'läse' & Have a nice day!



UNIVERSITY OF
GUAM
UNISETSEMT GUAHAN

Respectfully,

Emily G. Gumataotao

SUPPLY MANAGEMENT ADMINISTRATOR

PROCUREMENT | ADMIN & FINANCE

Office: 671-735-2925

Fax: 671-735-3010

uog.bids@triton.uog.edu

The University of Guam is an equal opportunity provider and employer.

CONFIDENTIALITY STATEMENT: This message is from the University of Guam and contains information which is privileged and confidential and is solely for the use of the intended recipient. If you are not the intended recipient, any review, disclosure, copying, distribution, or use of the contents of this message is strictly prohibited. If you have received this transmission in error, please destroy immediately.

EXHIBIT C

Re: B21-10: AIR PURIFIER SYSTEM and REPLACEMENT FILTERS - Bid SHARE Folder Link for Bid Submission & ZOOM Link for Bid Opening

GPE INC <guampacific@gmail.com>

Thu 5/20/2021 4:30 PM

To: UOG Procurement Bids <uog.bids@triton.uog.edu>

[EXTERNAL EMAIL - Please use caution when opening attachments or clicking links.]

Hi UOG,

If the University is using Federal funds on this bid or project, the Buy American Act should be adhered to. Second, is my status as a US veteran as protected by Guam Procurement Law, pursuant to 5G.C.A. Section 5011.

I am a service - disabled veteran business owner that met all of the qualifications under 5GCA, Section 5012

Very Respectfully,

Sedfrey M. Linsangan

President, serviced disabled veteran (Recognized)

Guam Pacific Enterprises Inc

On Thu, 20 May 2021 at 09:10, UOG Procurement Bids <uog.bids@triton.uog.edu> wrote:
Háfa Adai & Good Morning,

Please utilize the link below to submit your bid submission. Kind reminder to submit one (1) PDF file. Also, please ensure your original bid security has been received by procurement office before bid deadline.

https://guamliveuog-my.sharepoint.com/:f/g/personal/uog_bids_triton_uog_edu/E:04baJK011LplzDm0pW6moB6D69AlZmY-5G55fRGN6qQ

Bid Opening will be conducted @ 330pm today, via ZOOM link below:

<https://zoom.us/j/92050190340>

Please let me know if you have any issues.

UOG BID B21-10: NOTICE OF AWARD - DOCOMO PACIFIC

UOG Procurement Bids <uog.bids@triton.uog.edu>

Tue 6/8/2021 11:55 AM

To: Eleanor Lujan-Toves <elujan-toves@docomopacific.com>; Brianna J. Tajeron <btajeron@docomopacific.com>

Cc: Procurement Office <procurementoffice@triton.uog.edu>; JOHN JASON Adriano DEL CASTILLO <delcastillo@triton.uog.edu>; Doreen Fernandez <dfernandez@triton.uog.edu>

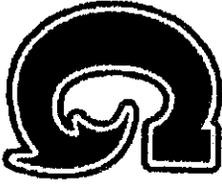
Háfa Adai & Good Afternoon,

See attached Notice of Award.

Please acknowledge receipt by returning signed copy.

Congratulations & Stay safe🙏

Si Yu'os ma'äse' & Have a nice day!



UNIVERSITY OF
GUAM
UNIBETSDET GUJHAR

Respectfully,

Emily G. Gumataotao

SUPPLY MANAGEMENT ADMINISTRATOR

PROCUREMENT | ADMIN & FINANCE

Office: 671-735-2925

Fax: 671-735-3010

uog.bids@triton.uog.edu

The University of Guam is an equal opportunity provider and employer.

CONFIDENTIALITY STATEMENT: This message is from the University of Guam and contains information which is privileged and confidential and is solely for the use of the intended recipient. If you are not the intended recipient, any review, disclosure, copying, distribution, or use of the contents of this message is strictly prohibited. If you have received this transmission in error, please destroy immediately.

EXHIBIT D

Docomo Bid

④

1/21p.

May 5, 2021

Uogbids@triton.uog.edu
UOG Administration Building
Mangilao, GU

Attention: UOG Procurement
RE IFB UOG Bid No. B21-10

Hafa Adai UOG,

Buenas yan Hafa Adai! Thank you again for the opportunity to submit for the University of Guam (UOG) telecommunications need. During the last few years, the telecom industry has worked hard to provide, updated technology.

We realize that security of data is an essential factor to the success of the University of Guam (UOG) needs. We are confident that DOCOMO PACIFIC will be able to provide you with the best value for your telecommunications needs by providing your company with a proven reliable secured connectivity, great customer service, and a 24/7 technical support group.

DOCOMO PACIFIC is the largest provider of telecommunications in Guam, Saipan, Rota and Tinian. DOCOMO PACIFIC is owned by NTT DoCoMo, a member of the NTT Group. A select group of technology companies with global network in more than 196 countries and regions. DOCOMO PACIFIC is a quad player in the telecommunications industry on island.

DOCOMO PACIFIC is a local company, deeply rooted in Guam and the Marianas. We remain committed to providing the best telecommunications services to our community.

DOCOMO PACIFIC is partnered with AT&T, official FirstNet Partner for the First Responders in Guam and the CNMI and was the first on island to offer a 5G Network

DOCOMO PACIFIC is the only local company who is Apple Authorized for the DEP Program, allowing the management of mobile device managements which is part of the Apple Business Manager

DOCOMO PACIFIC currently provides services to over 100,000+ subscribers. Our goal is to continue to be the leaders in offering innovative products and solutions at affordable rates for our consumers, focusing on our consumer's needs. Locally and World-wide we have opened doors of communications we are proud of so consumers are no longer limited. We will continue to provide these services and much more!

We hope that the University of Guam (UOG) will favorably consider our capabilities stated in this Solicitation as it is our hope to provide you with our best solutions and service the University of Guam (UOG) for all your telecommunications needs. Should you have any questions or concerns please feel free to contact me at 671.787.4318

Best Regards,
Eleanor B.U. Lujan-Toves
Government Sales Manager
Mobile: 671.787.4318
Facsimile: 671.969.2225
Email: elujan-toves@docomopacific.com



Executive Summary

Docomo Pacific understands how essential consistent mobile communication is and ensure quality as well as overall mobile experience is to the needs of University of Guam (UOG). Our proposal aims to address these goals in relation to telecommunications services:

- **Robust Infrastructure:** Provide consistent accessible anytime voice and data services and the adequate and responsive support needed.
- **Total Cost:** Provide innovative solutions while lowering over all telecommunications cost.

This proposal for University of Guam (UOG) combines best in class architecture and services that are tailored to the requirements as stated in the solicitation specification. We will continue to provide a best-in-class value proposition for Guam Department of Education technical and service level requirements.

Docomo Pacific working with you now.....

- **Docomo Pacific** is well aware of how important factors such as consistency, management reporting, security, reliability, and quality of service are to you, and have given these criteria great consideration in formulating our approach. We firmly believe that by choosing **Docomo Pacific** as your telecommunications supplier, you will benefit from solutions that will meet your needs, both now and in the future. We aim to provide you with the solutions and the service that you desire, at a truly competitive cost.

Docomo Pacific continues to invest in our network and new technologies, in order to push us to the cutting-edge of telecommunications on Guam and in the CNMI.

..... and

DOCOMO PACIFIC believes that it is uniquely positioned to support the University of Guam, through partnership, to meet your technology requirements and to achieve your state-wide goals.

DOCOMO PACIFIC is partnered with AT&T, official FirstNet Partner for the First Responders in Guam and the CNMI and was the first on Island to offer a 5G Network, allowing for a more robust experience for our customers. Based on the collaboration with AT&T, **Docomo Pacific** will provide access to its existing LTE network coverage and capacity while helping to build out additional LTE coverage with the FirstNet Band 14 spectrum. The 5G wireless technology is poised to take the world by storm, offering fast and effective network connectivity at data throughput speeds. This increased speed will also fuel new developments in wireless applications.

DOCOMO PACIFIC was identified as the best overall wireless provider by Global Wireless Solutions, Inc (GWS), the World's leading Benchmarking Solutions Provider- December 2019

DOCOMO PACIFIC is the only local authorized Apple provider that allows for the enrolment of the DEP Program, allowing the management of mobile device managements which is part of the Apple Business Manager

Together, we stand ready to meet our commitment to you as a valued strategic partner.

Subject to Contract | Docomo Pacific



DOCOMO PACIFIC COMPANY EXPERIENCE

DOCOMO PACIFIC, Inc. is a full-service telecommunications provider operating in the U.S. Territory of Guam and the Commonwealth of the Northern Mariana Islands (CNMI). In May 2013, NTT Docomo, Inc., the parent company and 100% owner of DOCOMO PACIFIC, Inc., acquired MCV Guam Holdings Corp. and its subsidiaries ("MCVGH"). Since its merger, DOCOMO PACIFIC has become Guam and the CNMI's leading provider of telecommunications and entertainment services, offering a quad-play bundle, long haul and inter-island fiber optic connections, and Carrier and Enterprise solutions.

In late 2015, DOCOMO PACIFIC, Inc., began an entity consolidation process, the end result of which was to roll up several subsidiary entries under MCV Guam Holdings Corp. and to simplify the corporate structure.

On March 31, 2017, the Guam Public Utilities commission approved the transfer of GT's Certificates of Authority to Docomo Pacific, Inc., which now submits this filing pursuant to the GPUC's jurisdiction and order and currently has a workforce of 640.

DOCOMO PACIFIC administers telecommunications assets and provides reliable high-speed services to over 22,000 business and residential customers in Guam, including international carriers and local telecommunication companies. With over 650Gbps of off island bandwidth using diverse routes and having multiple Points of Presence (PoPs) in both Asia and the United States, our customers can be assured of a stable and high-speed connection.

Having a presence in all local cable landing stations in Guam allows **DOCOMO PACIFIC** to implement redundant routes to ensure a resilient connection. In a growing economy, **DOCOMO PACIFIC** stands as the premier optical fiber telecommunications provider in Guam.

DOCOMO PACIFIC headquarters is located at 890 S. Marine Corps Drive in Tamuning, Guam and has over 640 employees throughout Guam and the Northern Mariana Islands.

DOCOMO PACIFIC has the widest mobile coverage on island, offering 3G, LTE and 5G in selected area's. Coverage is depicted on the following coverage maps:

Subject to Copyright | Docomo Pacific

3G - GUAM

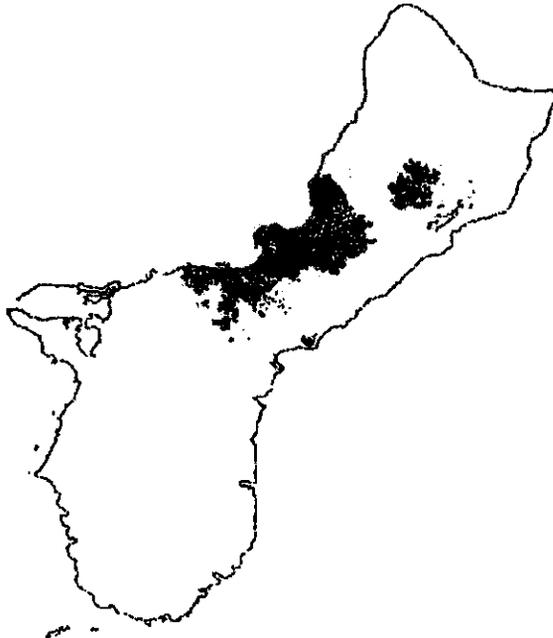


4G - GUAM



Subject to Contract | Docomo Pacific

5G - GUAM



Sample 100% and 100% connectivity

DOCOMO PACIFIC's extensive optical network connectivity in Guam and the CNMI serves as the gateway to all on-island to off-island connections. Our network provides full connectivity to other local carriers and the four active submarine cable stations via underground fiber optic cables.

DOCOMO PACIFIC has a diverse network with PoPs that extend into Asia and the United States. Our Asia PoPs are located in the major telecommunication colocation facilities of Equinix HK1, Mega-I and Sino Favour in Hong Kong and Equinix Tokyo TY2/TY8 in Japan. In the United States, our main PoP is located at One Wilshire, Los Angeles with another in Equinix's SV8 facility in Palo Alto. In 2019, **DOCOMO PACIFIC** is expanding its network to Hawaii with Hawaii Pacific Teleport at the AlohaNap facility in Kapolei.

With multiple Points of Presence throughout Asia and the U.S., **DOCOMO PACIFIC** has the capability to interconnect at any of our key locations

DOCOMO PACIFIC's POPs

DOCOMO PACIFIC has capacity on most subsea cable systems that land in Guam which allows for network redundancy and resiliency in the event of a failure on any single cable system. **DOCOMO PACIFIC** has presence in all the Guam cable landing stations with backhaul capability to key locations: Tanguisson, Tumon Bay, Piti (Tata) and Piti2 (GTA).

Subject to [Name] Docomo Pacific



Cost-effective strategies to meet the bandwidth requirements.

DOCOMO PACIFIC deploys Ciena 6500's as the core DWDM network from all landing stations on Guam to each of their nodes on the military bases. Cost effective strategies from a network perspective would allow for access to key locations to utilize the fiber backbone strategically. Clearly defined Points of presence for DISA and bandwidth requirements to enable accurate forecasts for allocation of equipment and line cards would enable a faster implementation and network savings.

With the experience and leadership of our team, **DOCOMO PACIFIC** can guarantee to provide the most innovative and technical solutions to Government of Guam and Federal Government.

Qualifications and Accomplishments

DOCOMO PACIFIC is a pioneer in the field of communications, as demonstrated through the following representative accomplishments:

ATISA Submarine Cable System. In 2015, **DOCOMO PACIFIC** undertook the mission to create "One Marianas" by connecting the Marianas Islands. Driven by our own need for reliable and affordable connectivity to service our clients on the islands of Saipan, Rota and Tinian, the ATISA submarine cable project was launched. In June 2017, the ATISA submarine cable system became fully active and continues to develop the region through new and enhanced offerings. This project delivers a state-of-the-art, six optical fiber pair submarine cable system, measuring 282 kilometers (175 miles) in length, connecting the islands of Guam, Saipan, Rota and Tinian to the **DOCOMO PACIFIC** core network.

GUAM TELEPORT. In 2018, **DOCOMO PACIFIC** has invested further into communications and expanded their capabilities with the GUAM TELEPORT facility. With 7 acres in the village of Yona, **DOCOMO** has revived the former Verizon Earth Station and will soon be offering satellite services as an option for diversity in the region.

Colocation Facilities. **DOCOMO PACIFIC** offers colocation services at our Carrier Neutral Facilities throughout the island. Options for a colocation facility range from our 24/7 manned facility at our Harmon location, a 24/7 monitored facility in the capital of Guam (Agana colo), to the multiple cages we offer at the Tata Cable Landing station in Piti.

Global Connectivity. **DOCOMO PACIFIC** maintains the most global internet content servers on island and a peering connection with all Guam ISPs and other regional service providers. We operate our own GU-IX local exchange, the only local exchange in Guam, and three

Off island data centers with multiple peering relationships and transit service with Tier 1 providers in the U.S. and Asia.

MEF Certification. In January 2018, **DOCOMO PACIFIC** is the first and only company in Guam to obtain the MEF 2.0 Certification for E-Access (Access EPL and Access EVPL) and E-Line (EPL and EVPL). Carrier Ethernet 2.0 E-Access services allow service providers to carry customer traffic across network boundaries through connections designed to preserve the characteristics of end-to-end services delivered on a single network.

MEF-CECP Certification. In February 2017, six (6) **DOCOMO PACIFIC** employees successfully received their MEF Carrier Ethernet Certified Professional (CECP) designation. In 2018 we encouraged our employees to continue their development and another five (5) employees received their MEF CECP certification. To date, **DOCOMO PACIFIC** has eleven (11) employees on staff with this distinguished title.

HFC Network. **DOCOMO PACIFIC** specializes in building and maintaining a Hybrid Fiber Coax (HFC) data communications network and cable television system. This network architecture enables it to transmit broadband, video signals and IP telephony.

Cable Plants. Currently, we have more than 700+ miles of HFC cable plant in Guam, of which over 400+ miles are fiber
Subject to Confidentiality Designation



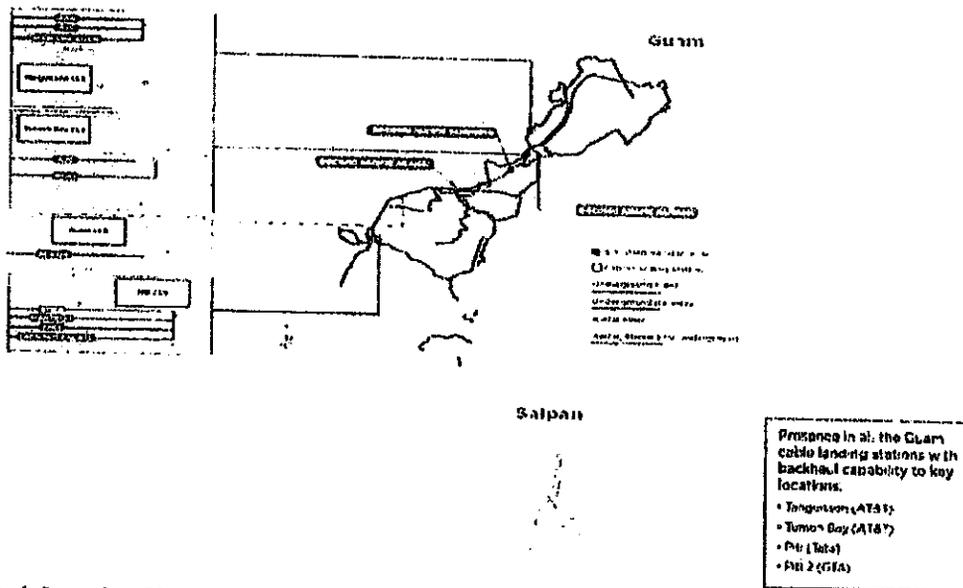
optic cabling. The company supports that cable plant, additional data networks and provides service to the residential, business and Carrier customers in Guam.

Resilient Connectivity. To date, we have provisioned 60+ Gbps of bandwidth between Guam and the off-shore internet on multiple undersea cables and multiple data centers. DOCOMO PACIFIC does not have to rely on any single data link or termination site, which results in a highly stable network that is resilient to natural catastrophes and other damage.

Network Capacity. DOCOMO PACIFIC has increased network capacity in 2017 by pre-purchasing an additional 200Gb of bandwidth on the new SEA-US submarine cable system to further develop and enhance our network.

Wide Customer Base. DOCOMO PACIFIC is the largest Cable TV Operator and Internet Service Provider in Guam with over 40,000 F.C.C. equivalent subscriber accounts serviced on a monthly basis, and more miles of installed fiber than all other companies combined.

DOCOMO PACIFIC's network is depicted in the following diagrams:



Network Operations Management

DOCOMO PACIFIC's expertise and competency in managing operations of network administration, restoration and maintenance operations allows it to provide a cost-effective solution and to centralize functions such as Network Operations Center (NOC), field operation activities, engineering services, corrective and preventive maintenance, network and site maintenance and inventory management. This would also include operational set up and readiness processes that may be provided in the framework of turnkey implementation or technology migration projects.

DOCOMO PACIFIC's Network

As the leaders in technology, with over 65% of Guam's Internet market share, DOCOMO PACIFIC has the most total activated internet capacity on island. DOCOMO PACIFIC administers telecommunications assets and provides reliable high-speed Data services to over 28,000 business and residential customers in Guam, including three (03) large International carriers and local telecommunication companies. DOCOMO PACIFIC has a total activated internet capacity

Subject to Contract 1, Exhibit 1, Page 10



of 60Gbps of island bandwidth using diverse off island routes and with multiple Points of Presence (PoPs) in both Asia and the United States. Our presence in most local landing stations on Guam, allows DOCOMO PACIFIC to implement redundant undersea submarine cable routes to ensure on island connectivity.

DOCOMO PACIFIC maintains the most global Internet content servers on island and peering and transit connections with all Guam ISPs as well as neighboring CNMI and providers from the Federated States of Micronesia (FSM) and the Republic of Palau. We also have a direct connection to GU-IX local exchange, the only local exchange on Guam, and three off-island data centers with multiple peering relationships and transit service with Tier 1 providers in U.S. and Asia.

With a direct connection to GU-IX local exchange, this has allowed for both peering and transit connections. DOCOMO PACIFIC has multiple 10G peering with AMS-IX, ANY2, Equinix, JP-NAP (Q1 2018), ensuring multiple redundancy and direct peering with Internet carriers and content providers.

DOCOMO PACIFIC has peering agreements with all Internet Service Providers on Guam as well as content delivery services with Google, Facebook, Netflix, Akamai and other major Internet content providers.

DOCOMO PACIFIC provides IP Transit and Internet services to many regional locations to include FSM, Palau and neighboring islands. DOCOMO PACIFIC owns and operates a 175 mile (282km) undersea fiber optic cable which has revolutionized telecommunication in the Marianas

DOCOMO PACIFIC is a pioneer in the field of communications. DOCOMO PACIFIC was the first to facilitate the transport 200+ digital, high definition television and digital music channels, utilizing undersea fiber optics, a distance of over 6,000 miles from the west coast of the U.S. to Guam.

DOCOMO PACIFIC has a proven track record as an innovative and successful telecommunications service provider and the experience and track record demonstrates that DOCOMO PACIFIC will continue to operate as a sustainable telecommunications and entertainment company in the region.

The management team's stewardship has ensured that DOCOMO PACIFIC is financially sound, with strong revenue growth, and is committed to expanding the availability of advanced wireless technologies, telephony, internet, and cable services throughout the CNMI.

DOCOMO PACIFIC has worked successfully with the Government to not only deploy state of the art solutions but has also successfully met the Government's deliverables on a timely manner. Within the past 5 years, DOCOMO PACIFIC has worked on over 20 Government IFB's of which has all been deployed on a timely manner to include services for UOG, US NAVAL HOSPITAL, AAFB military exercises, GUAM DEPARTMENT OF EDUCATION (GDOE) WAN and Internet services, OFFICE OF TECHNOLOGY, GUAM POWER AUTHORITY, GUAM VISITORS BUREAU, NAVFAC and the 36 Wing Command. In addition to deploying the services awarded, DOCOMO PACIFIC's group of 4 Sales Engineers have been proactive and responsive in ensuring timelines are met and the Government point of contact is aware of the completion of services during the process.

DOCOMO PACIFIC has worked successfully with the Government to not only deploy state of the art solutions but has also ensured that DOCOMO PACIFIC is in compliance with Government laws and regulations. DOCOMO PACIFIC not only has a Government sales team of 3 individuals but the Government Sales team works closely with our legal team to ensure that DOCOMO PACIFIC is always in compliance with procurement process. As such, DOCOMO PACIFIC has never been barred from any Government contract nor have we been in violation of any requirements set by the Government of Guam procurement guidelines. Within the past 3 years, DOCOMO PACIFIC has worked on over 20 Government IFB's of which Docomo has complied with procurement laws and regulations. Current IFB awarded within the last year include services for Department of Mental Health, the University of Guam, Revenue and Tax, The Governor's office, and various connections to the Guam Office of Technology.

In addition to ensuring DOCOMO PACIFIC is in compliance to Government procurement laws and regulations, DOCOMO's legal department is always abreast with new laws and requirements that may be introduced.

Operations:

DOCOMO PACIFIC operates two redundant Network Operations Monitoring Centers that are staffed 24/7 365 days a year. The Network is backed up by a technical staff of over 150 technicians and engineers that are also staffed to

Subject to Contract | Docomo Pacific



support the network 24/7 365 days a year. DOCOMO PACIFIC is closely supported by the vast resources of our parent company NTT DOCOMO and all of its partners, providing us with limitless technical resources and experience in all aspects of telecommunications.

Tamuning Network Operations Center This is a hardened structure located behind the Tamuning McDonald's. It serves as the heart of our Wireless network and back-up optical facility to our Harmon Headend. It is connected to the Harmon Headend by diverse, fully redundant, fully underground optical rings. It is powered by -48 VDC power plant that is backed-up by commercial grade generator.

Harmon Headend and NOC – This is the heart of DOCOMO PACIFIC's optical network and internet connectivity. It serves as the gateway to all on-island to off-island connections and is fully connected to all other local providers and the 3 submarine cable stations via full underground fiber optic cables. The facility's equipment room, or headend, is contained within a hardened independent structure within a larger harden structure (Building within a Building).

DOCOMO PACIFIC has more than sufficient technical personnel and equipment to execute the proposed Technical Solution and to provide a high level of service & maintenance. DOCOMO PACIFIC's current workload, technical resources, financial resources, equipment resources and personnel more than allow for the completion of this project in a timely fashion.

DOCOMO PACIFIC has been providing mobile services to customers such as Navy Expeditionary Combat, Naval Special Warfare Unit 1, Comsubron Three, Joint Region Marianas, 36WG and 36 CRG to name a few. Most recently DOCOMO PACIFIC was awarded the IDIQ Contract to provide mobile services to the Air Force

Subject to Contract Drawings and Plans



DOCOMO PACIFIC COMPANY INFORMATION

DOCOMO PACIFIC IN
890 S. Marine Corps Drive
Tamuning, GU 96913

USAC SPIN:
DPAC: 143003029
Guam Telecom: 143030425

USAC 499 Filer ID:
DPAC: 812609
Guam Telecom: 825686

FCC 214 License:
DPAC: ITE-214-20040517-00201, ITC-214-19961120-00583
Guam Telecom: ITE-214-20050825-00349

NANPA CARRIER IDENTIFICATION CODE(CIC):
DPAC: 5416
Guam Telecom: 1282
DPAC-GTA ICA Approval Order: DPUC Docket -7-5

CAGE CODE: 1hRS19
DUNS: 855020698
EIN: 66-047074
Business Type: Small

NAICS Codes: 517110 Wired Telecommunications Carriers
517312 Wireless Telecommunications Carriers
517311 Wired Telecommunications Carriers

Main POC: Eleonor B.U. Lujan-Toves, Government Sales Manager
Elujan-toves@docomopacific.com
671.787.4318

Alternate POC: Brianna Tajeron, Government Sales Specialist
btajeron@docomopacific.com
671.687.0606

Send to Contact: Docomo Pacific

**ATTACHMENT D
BID SECURITY**

**BID BOND
NO. B21-10**

KNOW ALL MEN BY THESE PRESENTS that DOCOMO PACIFIC, INC., as Principal, hereinafter called the "Principal", and DB INSURANCE CO., LTD. (Bonding Company), a duly admitted insurer under the laws of the Territory of Guam, as Surety, hereinafter called the "Surety", are held firmly bound unto the University of Guam for the sum of 15% of total bid amount Dollars (\$15% of total bid amount) for payment of which sum will and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal has submitted a bid for (identify project by number and brief description) UOG BID NO. B21-10 AIR PURIFIER SYSTEM AND REPLACEMENT FILTERS

NOW, THEREFORE, if the University of Guam shall accept the bid of the Principal, the Principal shall enter into a Contract with the University of Guam in accordance with the terms of such bid, and give such bond or bonds as may be specified in bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof. In the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the University of Guam the difference not to exceed the penalty hereof between the amounts specified in said bid and such larger amount for which the University of Guam may in good faith contract with another party to perform work covered by said bid or an appropriate liquidated amount as specified in the Invitation for Bid, then this obligation shall be null and void but otherwise will remain in full force and effect.

Signed and sealed this 7TH day of MAY, 2021

DOCOMO PACIFIC, INC.

(PRINCIPAL) (SEAL)

[Signature]
IT'S AUTHORIZED REPRESENTATIVE

(WITNESS)

(TITLE)
CHANG SOO LEE [Signature]
(MAJOR OFFICER OF SURETY)
EXECUTIVE VICE PRESIDENT
(TITLE)

JEONG NAM KIM [Signature]
(MAJOR OFFICER OF SURETY)
VICE PRESIDENT & CEO

(TITLE)
MOYLAN'S INSURANCE UND., INC.
(RESIDENT GENERAL AGENT)

UOG BID NO. B21-10 AIR PURIFIER SYSTEM and REPLACEMENT FILTERS

13 | Page

[Signature]

CAROLINA G. BERAFICA
SURETY DIVISION MANAGER

GOVERNMENT OF GUAM
DEPARTMENT OF REVENUE AND TAXATION
OFFICE OF THE BANKING AND INSURANCE COMMISSIONER
CERTIFICATE OF AUTHORITY
RENEWAL COA218

Know All Men By These Presents That:

Name DB INSURANCE CO., LTD.

Address 891-10, DAECHE-DONG,
SEOUL, KOREA,

KANGNAM-GU

**Classes of Insurance
Authorized**

Accident & Health
Fidelity & Surety
Fire
Marine
Miscellaneous

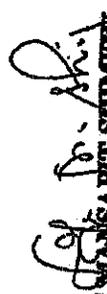
Motor Vehicle
Prop. Damage & Liability
Workmens Comp
Reinsurance P & C

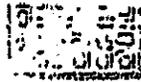
*Having complied with the Insurance Law of Guam, is hereby authorized to transact as an insurer, the above named
Classes of Insurance in Guam from the 1st day of July, 2020 to the 1st day of July, 2021
unless authority is revoked for failure to comply with the law.*

General Agent(s):

MOYLAN'S INSURANCE UNDERWRITERS INC

*In Witness Whereof, I have hereunto subscribed my
name officially and have hereon impressed my Seal of
Office at the City of Hagatña, Guam on this
1st day of July, 2020*


M. P. SHIN
Acting Banking & Insurance Commissioner



공증인가 동방종합법무법인

Registered No. 2021-98

NOTARIAL CERTIFICATE

DONG BANG LAW & NOTARY OFFICE INC.
3F, 187, Toegye-ro, Jung-gu, Seoul, Korea



DB Insurance

DB Financial Center, 432 Teheran-ro Gangnam-gu Seoul Korea 06141
Global Operations Part / Fax: 82-505-181-1023 / Tel: 82-2-3011-5205 www.dbins.com

POWER OF ATTORNEY



KNOW ALL MEN BY THESE PRESENTS:

That DB Insurance Co., Ltd., a corporation duly organized and existing under and by virtue of the laws of the Republic of Korea, and having its principal office at the address of DB Financial Center, 432, Teheran-ro, Gangnam-Gu, Seoul, the Republic of Korea, does hereby nominate, constitute and appoint Maylan's Insurance Underwriters, Inc., a corporation organized and existing under and by virtue of the laws of the Territory of Guam, having its principal office at the address of 102 Julale Center, 424 West O'Brien Drive, Hagatna, Guam, its true and lawful attorney-in-fact to make, execute, seal and deliver any and all bond, undertakings, contracts and other writings of suretyship for it and on its behalf.

IN WITNESS WHEREOF, DB Insurance Co., Ltd. has caused these presents to be signed by its appropriate officers, and to be affixed of its corporate seal thereunto, on this 1st day of Jan., 2021

DB INSURANCE CO., LTD.

C. S. Lee

Chang Soo Lee, Executive Vice President

Chang Sik Oh

Chang Sik Oh, Secretary

동부 2021 년 제 98 호

Registered No. 2021 - 98

인 증

NOTARIAL CERTIFICATE

위

위 일 장

에

Chang Sik Oh,
Chang Soo Lee

기 계 된

오창식, 이창수

personally appeared before
me and admitted his(her)
subscription to the attached

은
본 공증인의 면전에서 위 사서증서에
자기가 기명날인 한 것임을 자인하였다.

POWER OF ATTORNEY

2021년 1월 15일
이 사무소에서 위 인증한다.

This is hereby attested on
this 15th day of Jan.
2021 at this office.

서울중앙지방법검찰청소속
공증인가 동방종합법무법인
서울특별시 중구 퇴계로 187, 3층
(필동1가, 국제빌딩)

BELONG TO SEOUL CENTRAL DISTRICT PROSECUTOR'S OFFICE
DONG BANG LAW & NOTARY OFFICE INC.
3F, 187, Toegye-ro, Jung-gu, Seoul, Korea

공증담당
변호사

Chung, Kyung Yong
Chung, Kyung Yong

Attorney at law(Rep.) Chung, Kyung Yong

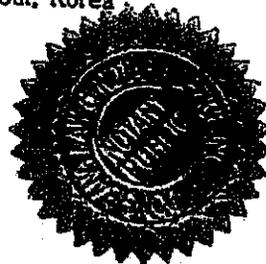
This office has been authorized by the Minister of Justice,
the Republic of Korea, to act as Notary Public since
Apr. 26, 1984.under Law No.5

공증인가 동방종합법무법인

Registered No. 2021 - 159

NOTARIAL CERTIFICATE

DONG BANG LAW & NOTARY OFFICE INC.
187, Toegye-ro, Jung-gu, Seoul, Korea



 DB Insurance

DB Insurance Co., Ltd.

DB Financial Center 432 Teheran-ro Gangnam gu Seoul Korea 06194
Global Operations Part / Fax: 82-505-191 1023 / Tel: 82-2-3011 5025 / www.idbins.com

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:



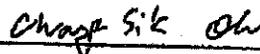
That I, Jeong Nam Kim, President & CEO of DB Insurance Co., Ltd., a corporation duly organized and existing under and by virtue of the laws of the Republic of Korea, having its principal office at the address of DB Financial Center, 432, Teheran-ro, Gangnam-Gu, Seoul, the Republic of Korea, does hereby nominate, constitute and appoint Yon Jo Chul, Branch Manager of the Company's Guam Branch at 233 Julale Center, 424 West O'Brien Drive, Hagatna, Guam 96910, my true and lawful attorney-in-fact to make, execute, seal and deliver any and all bonds, undertakings, contracts and other writings of suretyship for the Company and in my behalf.

IN WITNESS WHEREOF, DB Insurance Co., Ltd. has caused these presents to be signed by me and the Corporate Secretary, and to be affixed of its corporate seal thereunto on this 1st day of January, 2021

DB INSURANCE CO., LTD.



Jeong Nam Kim, President & CEO



Chang Sik Oh, Secretary

[제 13호 서식]

공증인가 동방종합법무법인

(영문사서대리인용지)

등부 2021년 제 159호

Registered No. 2021 - 159

인 증

NOTARIAL CERTIFICATE

위 위임장 에

Tae Yong Kim

기재된

attorney - in fact of

더비손해보험(주)
대표이사 김정남

Jeong Nam Kim
President & CEO
DB INSURANCE CO., Ltd

의

appeared

대리인 김태용 은

before me and admitted said

본 공증인의 면전에서 위 본인이
기명날인 한 것임을 자인하였다.

principal's subscription to the
attached

POWER OF ATTORNEY

2021년 1월 21일

This is hereby attested on
this 21st day of Jan.

이 사무소에서 위 인증한다.

2021 at this office.

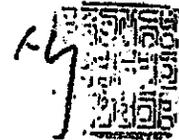
서울지방검찰청소속
공증인가 동방종합법무법인
서울특별시 중구 퇴계로 187

BELONG TO SEOUL CENTRAL DISTRICT PROSECUTORS' OFFICE
DONG BANG LAW & NOTARY OFFICE INC.
187, Toegye-ro, Jung-gu, Seoul, Korea

공증담당
변호사

24

01



Chai Lee Sik

Attorney at law(Rep.) Chai. Lee Sik

This office has been authorized by the Minister of Justice,
the Republic of Korea, to act as Notary Public since
Apr. 26, 1981, under Law No. 5

[제42호 서식]

공증인가 동방종합법무법인

(영문사서본인용지)

등부 2021 년 제 159 호

Registered No. 2021 - 159

인 증

NOTARIAL CERTIFICATE

위

위임장

에

기재된

Chang Sik Oh

오창식

은

본 공증인의 면전에서 위 사서증서에
자기가 기명날인 한 것임을 자인하였다.

personally appeared before
me and admitted his(her)
subscription to the attached

POWER OF ATTORNEY

2021년 1월 21일
이 사무소에서 위 인증한다.

This is hereby attested on
this 21st day of Jan.
2021 at this office.

서울중앙지방법검찰청소속
공증인가 동방종합법무법인
서울특별시 중구 퇴계로 187, 3층
(필동1가, 국제빌딩)

BELONG TO SEOUL CENTRAL DISTRICT PROSECUTOR'S OFFICE
DONG BANG LAW & NOTARY OFFICE INC.
3F.187.Toegye-ro, Jung-gu, Seoul, Korea

공증담당

변호사

Lee Sik Chan


Attorney at law(Rep.) **Chai, Lee Sik**

This office has been authorized by the Minister of Justice,
the Republic of Korea, to act as Notary Public since
Apr. 26, 1984, under Law No.5

공증인가 동방종합법무법인

Registered No. 2021-160

NOTARIAL CERTIFICATE

DONG BANG LAW & NOTARY OFFICE INC.
187, Toegye-ro, Jung-gu, Seoul, Korea



 DB Insurance

DB Financial Center, 432 Teheran-ro, Gangnam-gu Seoul Korea 06194
Global Operations Part / Fax: 82-505-181-1023 / Tel 82-2-3011-5825 / www.idbins.com

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:



That I, Chung Soo Lee, Executive Vice President of DB Insurance Co., Ltd., a corporation duly organized and existing under and by virtue of the laws of the Republic of Korea, having its principal office at the address of DB Financial Center, 432, Teheran-ro, Gangnam-Gu, Seoul, the Republic of Korea, does hereby nominate, constitute and appoint Yon Jo Choi, Branch Manager of the Company's Guam Branch at 233 Julale Center, 424 West O'Brien Drive, Hagatna, Guam 96910, my true and lawful attorney-in-fact to make, execute, seal and deliver any and all bonds, undertakings, contracts and other writings of suretyship for the Company and in my behalf.

IN WITNESS WHEREOF, DB Insurance Co., Ltd. has caused these presents to be signed by me and the Corporate Secretary, and to be affixed of its corporate seal thereunto on this 1st day of January, 2021.

DB INSURANCE CO., LTD.

C. S. Lee

Chang Soo Lee, Executive Vice President

Chang Sik Oh

Chang Sik Oh, Secretary

[제42호 서식]

공증인가 동방종합법무법인

(일본사서본인용지)

동부 2021 년 제 160 호

Registered No. 2021 -- 160

인 증

NOTARIAL CERTIFICATE

위

위임장

에

Chang Soo Lee
Chang Sik Oh

기재된

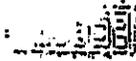
이 창수
오창식

은

personally appeared before
me and admitted his(her)
subscription to the attached

본 공증인의 면전에서 위 사서증서에
자기가 기명날인 한 것임을 자인하였다.

POWER OF ATTORNEY



This is hereby attested on
this 21st day of Jan.
2021 at this office.

2021년 1월 21일

이 사무소에서 위 인증한다.

서울중앙지방법검찰청소속
공증인가 동방종합법무법인
서울특별시 중구 퇴계로 187, 3층
(필동1가, 국제빌딩)

BELONG TO SEUL CENTRAL DISTRICT PROSECUTORS' OFFICE
DONG BANG LAW & NOTARY OFFICE INC.
3F.187, Toegye-ro, Jung-gu, Seoul, Korea

공증담당
변호사

24

01 14

Chai, Lee Sik

Attorney at law(Rep.) Chai, Lee Sik

This office has been authorized by the Minister of Justice,
the Republic of Korea, to act as Notary Public since
Apr. 26, 1984.under Law No.5

ATTACHMENT I

DECLARATION re COMPLIANCE WITH U.S. DOL WAGE DETERMINATIONS

Procurement No.: NO. B21-10

Name of Offeror Company: DOCOMO PACIFIC, INC.

I, James W. Hofman, II  hereby certify under penalty of perjury:

(1) That I am an officer of the offeror (please select one: *the offeror, a partner of the offeror, an officer of the offeror*) making the bid or proposal in the foregoing identified procurement;

(2) That I have read and understand the provisions of 5 GCA § 5801 and 5802 which read:

§ 5801. Wage Determination Established.

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

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

§ 5802. Benefits.

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

(3) That the offeror is in full compliance with 5 GCA § 5801 and § 5802, as may be applicable to the procurement referenced herein;

(4) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor. *(INSTRUCTIONS - Please attach most updated version to bid package)* (AG Procurement Form 006 (Feb. 16, 2010))

UOG BID NO. B21-10 AIR PURIFIER SYSTEM and REPLACEMENT FILTERS

18 | Page

"REGISTER OF WAGE DETERMINATIONS UNDER
 THE SERVICE CONTRACT ACT
 By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
 EMPLOYMENT STANDARDS ADMINISTRATION
 WAGE AND HOUR DIVISION
 WASHINGTON D.C. 20210

Daniel W. Simms
 Director
 Division of
 Wage Determinations

Wage Determination No.: 2015-5694
 Revision No.: 12
 Date Of Last Revision: 07/24/2020

Note: Under Executive Order (EO) 13658 an hourly minimum

wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2020. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: Guam Northern Marianas Wake Island

Area: Guam Statewide

Northern Marianas Statewide

Wake Island Statewide

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.57
01012 - Accounting Clerk II		15.23
01013 - Accounting Clerk III		17.04
01020 - Administrative Assistant		21.43
01035 - Court Reporter		17.40
01041 - Customer Service Representative I		11.51
01042 - Customer Service Representative II		12.94
01043 - Customer Service Representative III		14.12
01051 - Data Entry Operator I		12.15
01052 - Data Entry Operator II		13.25
01060 - Dispatcher Motor Vehicle		15.81
01070 - Document Preparation Clerk		13.85
01090 - Duplicating Machine Operator		13.85
01111 - General Clerk I		10.35
01112 - General Clerk II		11.29
01113 - General Clerk III		12.68
01120 - Housing Referral Assistant		19.39
01141 - Messenger Courier		11.37
01191 - Order Clerk I		12.57
01192 - Order Clerk II		13.71
01261 - Personnel Assistant (Employment) I		15.95
01262 - Personnel Assistant (Employment) II		17.85

[https://beta.sam.gov/wage-determination/2015-5694/12?index=wd&keywords="Guam statewide"&is_active=true&sort=-relevance&date_filter_index=...](https://beta.sam.gov/wage-determination/2015-5694/12?index=wd&keywords=) 1/12

01263 - Personnel Assistant (Employment) III	19.89
01270 - Production Control Clerk	21.78
01290 - Rental Clerk	11.10
01300 - Scheduler Maintenance	15.55
01311 - Secretary I	15.55
01312 - Secretary II	17.40
01313 - Secretary III	19.39
01320 - Service Order Dispatcher	14.00
01410 - Supply Technician	21.43
01420 - Survey Worker	16.79
01460 - Switchboard Operator/Receptionist	9.67
01531 - Travel Clerk I	13.01
01532 - Travel Clerk II	14.12
01533 - Travel Clerk III	15.09
01611 - Word Processor I	14.53
01612 - Word Processor II	16.31
01613 - Word Processor III	18.26
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	14.82
05010 - Automotive Electrician	13.92
05040 - Automotive Glass Installer	13.02
05070 - Automotive Worker	13.02
05110 - Mobile Equipment Servicer	11.16
05130 - Motor Equipment Metal Mechanic	14.82
05160 - Motor Equipment Metal Worker	13.02
05190 - Motor Vehicle Mechanic	14.82
05220 - Motor Vehicle Mechanic Helper	10.22
05250 - Motor Vehicle Upholstery Worker	12.11
05280 - Motor Vehicle Wrecker	13.02
05310 - Painter Automotive	13.92
05340 - Radiator Repair Specialist	13.02
05370 - Tire Repairer	12.34
05400 - Transmission Repair Specialist	14.82
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.47
07041 - Cook I	12.05
07042 - Cook II	14.05
07070 - Dishwasher	9.28
07130 - Food Service Worker	9.34
07210 - Meat Cutter	11.86
07260 - Waiter/Waitress	9.23
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.04
09040 - Furniture Handler	10.95
09080 - Furniture Refinisher	18.04
09090 - Furniture Refinisher Helper	13.27
09110 - Furniture Repairer Minor	15.70
09130 - Upholsterer	18.04
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	9.35
11060 - Elevator Operator	9.35
11090 - Gardener	13.00
11122 - Housekeeping Aide	9.44
11150 - Janitor	9.44
11210 - Laborer Grounds Maintenance	9.82
11240 - Maid or Houseman	9.26
11260 - Pruner	8.79
11270 - Tractor Operator	11.90
11330 - Trail Maintenance Worker	9.82
11360 - Window Cleaner	10.54
12000 - Health Occupations	
12010 - Ambulance Driver	17.77
12011 - Breath Alcohol Technician	17.77
12012 - Certified Occupational Therapist Assistant	24.38
12015 - Certified Physical Therapist Assistant	24.38

[https://beta.sam.gov/wage-determination/2015-5004/12?index=wd&keywords="Guam statewide"&is_active=true&sort=-relevance&data_filter_Index=...](https://beta.sam.gov/wage-determination/2015-5004/12?index=wd&keywords=) 2/12

12020 - Dental Assistant	15.02
12025 - Dental Hygienist	32.84
12030 - EKG Technician	25.99
12035 - Electroneurodiagnostic Technologist	25.99
12040 - Emergency Medical Technician	17.77
12071 - Licensed Practical Nurse I	15.88
12072 - Licensed Practical Nurse II	17.77
12073 - Licensed Practical Nurse III	19.81
12100 - Medical Assistant	12.26
12130 - Medical Laboratory Technician	18.82
12160 - Medical Record Clerk	13.61
12190 - Medical Record Technician	17.77
12195 - Medical Transcriptionist	15.88
12210 - Nuclear Medicine Technologist	39.04
12221 - Nursing Assistant I	11.34
12222 - Nursing Assistant II	12.75
12223 - Nursing Assistant III	13.91
12224 - Nursing Assistant IV	15.61
12235 - Optical Dispenser	17.77
12236 - Optical Technician	15.88
12250 - Pharmacy Technician	15.49
12280 - Phlebotomist	15.33
12305 - Radiologic Technologist	23.03
12311 - Registered Nurse I	22.53
12312 - Registered Nurse II	27.56
12313 - Registered Nurse II Specialist	27.56
12314 - Registered Nurse III	33.34
12315 - Registered Nurse III Anesthetist	33.34
12316 - Registered Nurse IV	39.96
12317 - Scheduler (Drug and Alcohol Testing)	22.01
12320 - Substance Abuse Treatment Counselor	22.01
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.35
13012 - Exhibits Specialist II	25.20
13013 - Exhibits Specialist III	30.83
13041 - Illustrator I	20.35
13042 - Illustrator II	25.20
13043 - Illustrator III	30.83
13047 - Librarian	27.91
13050 - Library Aide/Clerk	16.20
13054 - Library Information Technology Systems Administrator	25.20
13058 - Library Technician	
13061 - Media Specialist I	16.64
13062 - Media Specialist II	18.18
13063 - Media Specialist III	20.35
13071 - Photographer I	22.68
13072 - Photographer II	18.18
13073 - Photographer III	20.35
13074 - Photographer IV	25.20
13075 - Photographer V	30.83
13090 - Technical Order Library Clerk	37.30
13110 - Video Teleconference Technician	20.35
14000 - Information Technology Occupations	17.38
14041 - Computer Operator I	
14042 - Computer Operator II	15.71
14043 - Computer Operator III	17.22
14044 - Computer Operator IV	19.19
14045 - Computer Operator V	21.33
14071 - Computer Programmer I	23.62
14072 - Computer Programmer II	(see 1) 15.73
14073 - Computer Programmer III	(see 1) 19.50
14074 - Computer Programmer IV	(see 1) 23.84
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1) 24.23

(see 1)

14103 - Computer Systems Analyst III	
14150 - Peripheral Equipment Operator	
14160 - Personal Computer Support Technician	15.71
14170 - System Support Specialist	21.33
15000 - Instructional Occupations	21.24
15010 - Aircrew Training Devices Instructor (Non-Rated)	
15020 - Aircrew Training Devices Instructor (Rated)	24.23
15030 - Air Crew Training Devices Instructor (Pilot)	29.32
15050 - Computer Based Training Specialist / Instructor	34.91
15060 - Educational Technologist	24.23
15070 - Flight Instructor (Pilot)	27.61
15080 - Graphic Artist	34.91
15085 - Maintenance Test Pilot Fixed Jet/Prop	20.47
15086 - Maintenance Test Pilot Rotary Wing	34.91
15088 - Non-Maintenance Test/Co-Pilot	34.91
15090 - Technical Instructor	34.91
15095 - Technical Instructor/Course Developer	17.67
15110 - Test Proctor	21.62
15120 - Tutor	14.27
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	14.27
16010 - Assembler	
16030 - Counter Attendant	9.88
16040 - Dry Cleaner	9.88
16070 - Finisher Flatwork Machine	11.30
16090 - Presser Hand	9.88
16110 - Presser Machine Drycleaning	9.88
16130 - Presser Machine Shirts	9.88
16160 - Presser Machine Wearing Apparel Laundry	9.88
16190 - Sewing Machine Operator	9.88
16220 - Tailor	11.94
16250 - Washer Machine	12.44
19000 - Machine Tool Operation And Repair Occupations	10.36
19010 - Machine-Tool Operator (Tool Room)	
19040 - Tool And Die Maker	18.04
21000 - Materials Handling And Packing Occupations	22.67
21020 - Forklift Operator	
21030 - Material Coordinator	13.96
21040 - Material Expediter	21.78
21050 - Material Handling Laborer	21.78
21071 - Order Filler	11.37
21080 - Production Line Worker (Food Processing)	9.66
21110 - Shipping Packer	13.96
21130 - Shipping/Receiving Clerk	15.92
21140 - Store Worker I	15.92
21150 - Stock Clerk	14.76
21210 - Tools And Parts Attendant	20.75
21410 - Warehouse Specialist	13.96
23000 - Mechanics And Maintenance And Repair Occupations	13.96
23010 - Aerospace Structural Welder	
23019 - Aircraft Logs and Records Technician	22.76
23021 - Aircraft Mechanic I	17.70
23022 - Aircraft Mechanic II	21.67
23023 - Aircraft Mechanic III	22.76
23040 - Aircraft Mechanic Helper	23.91
23050 - Aircraft Painter	15.07
23060 - Aircraft Servicer	20.35
23070 - Aircraft Survival Flight Equipment Technician	17.70
23080 - Aircraft Worker	20.35
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	19.12
	19.12
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	
	21.67
23110 - Appliance Mechanic	
23120 - Bicycle Repairer	18.04
23125 - Cable Splicer	14.49
	19.59

23130 - Carpenter Maintenance	
23140 - Carpet Layer	16.07
23160 - Electrician Maintenance	16.86
23181 - Electronics Technician Maintenance I	18.05
23182 - Electronics Technician Maintenance II	16.86
23183 - Electronics Technician Maintenance III	18.04
23260 - Fabric Worker	19.55
23290 - Fire Alarm System Mechanic	15.70
23310 - Fire Extinguisher Repairer	15.43
23311 - Fuel Distribution System Mechanic	14.49
23312 - Fuel Distribution System Operator	19.21
23370 - General Maintenance Worker	14.49
23380 - Ground Support Equipment Mechanic	11.96
23381 - Ground Support Equipment Servicer	21.67
23382 - Ground Support Equipment Worker	17.70
23391 - Gunsmith I	19.12
23392 - Gunsmith II	14.49
23393 - Gunsmith III	16.86
23410 - Heating Ventilation And Air-Conditioning Mechanic	19.21
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	17.16
23430 - Heavy Equipment Mechanic	
23440 - Heavy Equipment Operator	18.25
23460 - Instrument Mechanic	18.35
23465 - Laboratory/Shelter Mechanic	17.12
23470 - Laborer	19.21
23510 - Locksmith	18.04
23530 - Machinery Maintenance Mechanic	11.37
23550 - Machinist Maintenance	18.04
23580 - Maintenance Trades Helper	23.13
23591 - Metrology Technician I	19.21
23592 - Metrology Technician II	10.67
23593 - Metrology Technician III	19.21
23640 - Millwright	20.42
23710 - Office Appliance Repairer	21.63
23760 - Painter Maintenance	19.21
23790 - Pipefitter Maintenance	18.04
23810 - Plumber Maintenance	13.95
23820 - Pneudraulic Systems Mechanic	18.39
23850 - Rigger	17.27
23870 - Scale Mechanic	19.21
23890 - Sheet-Metal Worker Maintenance	19.21
23910 - Small Engine Mechanic	16.86
23931 - Telecommunications Mechanic I	16.09
23932 - Telecommunications Mechanic II	16.86
23950 - Telephone Lineman	19.01
23960 - Welder Combination Maintenance	19.91
23965 - Wall Driller	18.24
23970 - Woodcraft Worker	17.95
23980 - Woodworker	19.21
24000 - Personal Needs Occupations	19.21
24550 - Case Manager	14.49
24570 - Child Care Attendant	14.72
24580 - Child Care Center Clerk	10.09
24610 - Chore Aide	13.25
24620 - Family Readiness And Support Services Coordinator	11.62
24630 - Homemaker	14.72
25000 - Plant And System Operations Occupations	16.12
25010 - Boiler Tender	
25040 - Sewage Plant Operator	19.21
25070 - Stationary Engineer	21.59
25190 - Ventilation Equipment Tender	19.21
25210 - Water Treatment Plant Operator	13.27
	21.59

[https://beta.sam.gov/wage-determination/2015-5694/12?index=wd&keywords="Guam statewide"&is_active=true&sort=-relevance&date_filter_index=...](https://beta.sam.gov/wage-determination/2015-5694/12?index=wd&keywords=) 5/12

27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.90
27007 - Baggage Inspector	9.40
27008 - Corrections Officer	12.05
27010 - Court Security Officer	12.05
27030 - Detection Dog Handler	10.90
27040 - Detention Officer	12.05
27070 - Firefighter	12.05
27101 - Guard I	9.40
27102 - Guard II	10.90
27131 - Police Officer I	12.05
27132 - Police Officer II	13.40
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.79
28042 - Carnival Equipment Repairer	13.97
28043 - Carnival Worker	9.45
28210 - Gate Attendant/Gate Tender	13.18
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	14.74
28510 - Recreation Aide/Health Facility Attendant	11.84
28515 - Recreation Specialist	18.26
28630 - Sports Official	11.74
28690 - Swimming Pool Operator	17.71
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	
29020 - Hatch Tender	23.62
29030 - Line Handler	23.62
29041 - Stevedore I	23.62
29042 - Stevedore II	21.98
30000 - Technical Occupations	25.26
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	39.89
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	27.50
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	30.29
30021 - Archeological Technician I	17.49
30022 - Archeological Technician II	19.56
30023 - Archeological Technician III	24.21
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	23.08
30051 - Cryogenic Technician I	25.57
30052 - Cryogenic Technician II	28.24
30061 - Drafter/CAD Operator I	17.49
30062 - Drafter/CAD Operator II	19.56
30063 - Drafter/CAD Operator III	20.77
30064 - Drafter/CAD Operator IV	25.57
30081 - Engineering Technician I	14.84
30082 - Engineering Technician II	16.66
30083 - Engineering Technician III	18.64
30084 - Engineering Technician IV	23.08
30085 - Engineering Technician V	28.24
30086 - Engineering Technician VI	34.16
30090 - Environmental Technician	23.08
30095 - Evidence Control Specialist	23.08
30210 - Laboratory Technician	20.77
30221 - Latent Fingerprint Technician I	25.57
30222 - Latent Fingerprint Technician II	28.24
30240 - Mathematical Technician	23.34
30361 - Paralegal/Legal Assistant I	19.44
30362 - Paralegal/Legal Assistant II	23.94
30363 - Paralegal/Legal Assistant III	29.29
30364 - Paralegal/Legal Assistant IV	35.44
30375 - Petroleum Supply Specialist	28.24
30390 - Photo-Optics Technician	21.93
30395 - Radiation Control Technician	28.24
30461 - Technical Writer I	23.08
30462 - Technical Writer II	28.24

[https://beta.sam.gov/wage-determination/2015-5694/12?index=wd&keywords="Guam statewide"&is_active=true&sort=relevance&date_filter_index=...](https://beta.sam.gov/wage-determination/2015-5694/12?index=wd&keywords=) 6/12

30463 - Technical Writer III		34.16
30491 - Unexploded Ordnance (UXO) Technician I		25.35
30492 - Unexploded Ordnance (UXO) Technician II		30.67
30493 - Unexploded Ordnance (UXO) Technician III		36.76
30494 - Unexploded (UXO) Safety Escort		25.35
30495 - Unexploded (UXO) Sweep Personnel		25.35
30501 - Weather Forecaster I		25.57
30502 - Weather Forecaster II		31.09
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2)	20.77
30621 - Weather Observer Senior	(see 2)	23.08
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot		30.67
31020 - Bus Aide		8.15
31030 - Bus Driver		9.69
31043 - Driver Courier		9.69
31260 - Parking and Lot Attendant		9.91
31290 - Shuttle Bus Driver		10.59
31310 - Taxi Driver		10.37
31361 - Truckdriver Light		10.59
31362 - Truckdriver Medium		11.61
31363 - Truckdriver Heavy		13.92
31364 - Truckdriver Tractor-Trailer		13.92
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist		14.95
99030 - Cashier		9.48
99050 - Desk Clerk		9.70
99095 - Embalmer		25.35
99130 - Flight Follower		25.35
99251 - Laboratory Animal Caretaker I		22.67
99252 - Laboratory Animal Caretaker II		24.77
99260 - Marketing Analyst		21.54
99310 - Mortician		25.35
99410 - Pest Controller		14.61
99510 - Photofinishing Worker		13.32
99710 - Recycling Laborer		15.75
99711 - Recycling Specialist		21.66
99730 - Refuse Collector		14.91
99810 - Sales Clerk		9.66
99820 - School Crossing Guard		16.75
99830 - Survey Party Chief		22.02
99831 - Surveying Aide		12.52
99832 - Surveying Technician		16.27
99840 - Vending Machine Attendant		22.67
99841 - Vending Machine Repairer		28.88
99842 - Vending Machine Repairer Helper		22.67

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for

[https://beta.sam.gov/wage-determination/2015-6694/12?index=wd&keywords="](https://beta.sam.gov/wage-determination/2015-6694/12?index=wd&keywords=)Guam statewide"&is_active=true&sort=-relevance&date_filter_index=... 7/12

reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life accident and health insurance plans sick leave pension plans civic and personal leave severance pay and savings and thrift plans. Minimum employer contributions costing an average of \$4.54 per hour computed on the basis of all hours worked by service employees employed on the contract.

HEALTH & WELFARE EO 13706: Minimum employer contributions costing an average of \$4.22 per hour computed on the basis of all hours worked by service employees employed on the covered contracts. *

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 4 weeks after 3 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) **COMPUTER EMPLOYEES:** Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds

\$27.63 per hour conformances may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally because job titles vary widely and change quickly in the computer industry job titles are not determinative of the application of the computer professional exemption. Therefore the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures including consulting with users to determine hardware software or system functional specifications;

(2) The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and related to user or system design specifications;

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

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

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

**** HAZARDOUS PAY DIFFERENTIAL ****

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

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with or in close proximity to ordnance (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands face or arms of the employee engaged in the operation irritation of the skin minor burns and the like;

[https://bela.sam.gov/wage-determination/2015-5894/12?index=wd&keywords="](https://bela.sam.gov/wage-determination/2015-5894/12?index=wd&keywords=)Guam statewide"&is_solve=true&sort=-relevance&date_filter_index=... 9/12

minimal damage to immediate or adjacent work area or equipment being used. All operations involving unloading storage and hauling of ordnance explosive and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance explosives and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

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

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

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

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

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE Standard Form 1444 (SF-1444) ****

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(1)). Such conforming procedures shall be initiated by the contractor

[https://beta.sam.gov/wage-determination/2015-5694/12?index=wd&keywords="](https://beta.sam.gov/wage-determination/2015-5694/12?index=wd&keywords=)Guam statewide"&is_active=true&sort=relevance&date_filer_index... 10/12

prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt the Wage and Hour Division approves modifies or disapproves the action via transmittal to the agency contracting officer or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties

[https://beta.sam.gov/wage-determination/2015-5694/12?index=wd&keywords="Guam statewde"&is_active=true&sort=relevance&date_filter_index...](https://beta.sam.gov/wage-determination/2015-5694/12?index=wd&keywords=) 11/12

1/25/2021

beta.SAM.gov | Search

requested are not performed by a classification already listed in the wage determination. Remember it is not the job title but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split combine or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

[https://beta.sam.gov/wage-determination/2015-5894/12?index=wd&keywords="Guam statewide"&is_active=true&sort=relevance&date_filter_index...](https://beta.sam.gov/wage-determination/2015-5894/12?index=wd&keywords=) 12/12

**ATTACHMENT E
MAJOR SHAREHOLDER DISCLOSURE AFFIDAVIT**

CITY OF Tamuning)
ISLAND OF GUAM) ss.

- A. I, the undersigned, being first duly sworn depose and say that I am an authorized representative of the offeror and that (please check only one):
 The offeror is an individual or sole proprietor and owns the entire (100%) interest in the offering business.

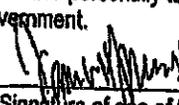
The offeror is a corporation, partnership, joint venture, or association known as DOCOMO PACIFIC, INC. (please state name of offeror company), and the persons, companies, partners, or joint ventures who have held more than 10% of the shares or interest in the offering business during the 365 days immediately preceding the submission date of the proposal are as follows (if none, please so state):

<u>NAME</u>	<u>ADDRESS</u>	<u>% of Interest</u>
<u>Docomo Guam Holdings, Inc.</u>	<u>890 S. Marine Corps Dr.</u>	<u>100%</u>
	<u>Tamuning, Guam 96915</u>	

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

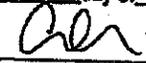
<u>NAME</u>	<u>ADDRESS</u>	<u>Compensation</u>
<u>n/a</u>	<u>n/a</u>	<u>n/a</u>

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


 Signature of one of the following:
 Offeror, if the offeror is an individual;
 Partner, if the offeror is a partnership;
 Officer, if the offeror is a corporation

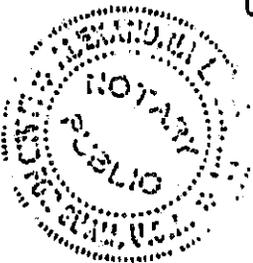
Subscribed and sworn to before me

This 12 day of May, 2021


 NOTARY PUBLIC
 My commission expires Dec. 14, 2023
 (AG Procurement Form 002 (Rev. Nov 17, 2005))

UOG BID NO. B21-10 AIR PURIFIER SYSTEM and REPLACEMENT FILTERS

14 | Page



ALEXANDRIA L. GARCIA
 NOTARY PUBLIC
 In and for Guam, U.S.A.
 My Commission Expires: DEC. 14, 2023
 890 S. Marine Corps Dr. Tamuning, GU 96913

EXHIBIT B

UOG BID NO. B21-10

UOG Air Purifier System and Replacement Filters Scope of Work

1. Scope of the Work

This bid is to select and award a contract for a qualified Vendor to supply, deliver, and install Air Purifier System and Replacement Filters. Additional services are to provide training on how to use the units as well as warranty.

2. Bid Submittals

- a) Bid prices shall be submitted on Bid Price Form. All prices shall include shipping, delivery, manufacturer's warranty. Any additional cost not stated in this bid but are required to complete the delivery and installation of the interactive display boards must be included in the bidder's price.
- b) Bidder shall submit an electronic file with the copy of the bid security included. Original bid security will need to be receipted at UOG Cashiers office before the bid deadline.

**Air Purifier System supplier is required to submit prices for Table 1.0.
Bid award to be based on the required items in Table 1.0 and to be based on price, compliance to the specification, services, delivery and any requirements in the BID package, BID NO. B21-10.**

Table 1.0 Bid Price Form

No.	ITEM DESCRIPTION	BID Price
1	Air Purifier System Aura Air Purifier or EQUIVALENT (QTY: 75 UNITS) Air Purifying device Brand Offered <u>AURA</u> Model # <u>Aura Air</u> (If an equivalent is proposed, attach brochure or equipment spec sheet.) Attach mandatory Submittals in Exhibit B Section 8.1 Proposal Submittals	\$32,940.00
	Air Purifier Replacement Filter (QTY: 100 EACH)	\$7199.00
	Air Purifier System and Replacement Filters Shipping charge	
Grand Total \$40,139.00		

UOG BID NO. B21-10 AIR PURIFIER SYSTEM and REPLACEMENT FILTERS

Delivery: 1 weeks after receipt of purchase order

OPTIONS

For Table 2.0 Options, the bidder's price will not be included as part of the total price evaluation for this bid award.

UOG reserves the right to exercise any or part of the options requested.

Insert any additional options recommended.

Table 2.0 Options

No.	Item Description	Price
1	Services for Maintenance and upkeep.	N/A
2	Services for disposal.	N/A
3	Replacement/trade in program	N/A

OTHER NOTES:

1. These specifications have been written to describe minimum equipment and performance requirements to be supplied by the equipment manufacturer bidding. Reasonable tests may be conducted upon delivery before acceptance.
2. The University reserves the right to accept and/or reject any and all bids, to waive any defects, irregularities, or specification discrepancies and to award the bid deemed to be in the best interest of the University.

NOTE: Name and title of author of specifications:
University of Guam, College of Liberal Arts and Social Sciences
John Del Castillo, IT Support Technician, CLASS, Email: delcastilloj@triton.uog.edu
Emily Gumataotao, Supply Management Administrator, Email: eggumataotao@triton.uog.edu

o's



Final Report

February 2021

ABOUT AURA AIR

At Aura Air, we believe the act of breathing should be as nature intended.

Clean, pure and simple.

A constant since birth, breathing sets our life's rhythm. Inhale. Exhale. Fresh clean air clears our mind and rejuvenates our body without us committing a second thought.

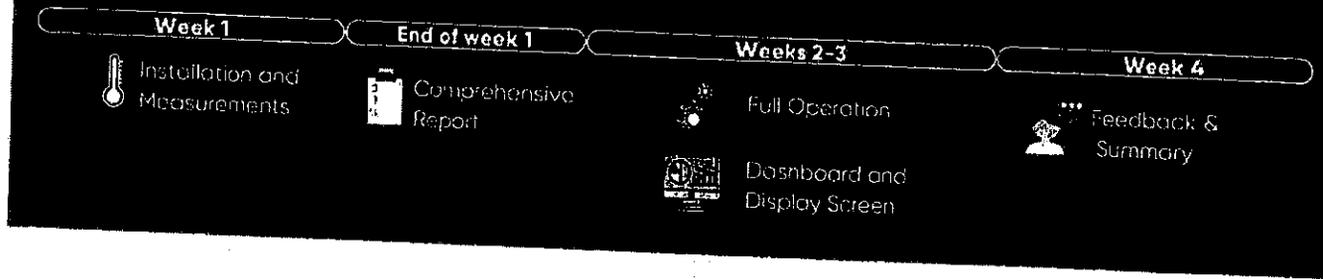
With a quest to reclaim our natural right to clean air, Aura Air developed the world's smartest air purification system, one that cleanses and disinfects your indoor air while vigilantly monitoring its quality in real-time. Cutting-edge in design, Aura is remarkably simple to install and effortless to operate.

Just hang it up and plug it in.
We'll do the rest.

The Pilot

Provide a comprehensive solution for improving and managing the air quality in a Chili's restaurant, while increasing awareness of air quality in the entire chain. The pilot will be executed through an interactive data-based approach providing recommendations for the chain, staff and visitors.

Schedule:



Key Parameters and their Health Effect:

VOC's

Volatile organic compounds are compounds that easily become vapours or gases. They are released from burning fuel such as gasoline, wood, coal or natural gas. They are also released from many consumer products such as cigarettes, solvents, paints, glues, wood preservatives, cleaners, disinfectants, air fresheners, building materials, pesticides and more. Formaldehyde, ethanol, toluene, and benzene are just a few examples of VOC's. Not all VOC's are harmful, but a large number of them are. Some of the health effects of VOC's are short-term such as irritation of the eyes, headaches, and dizziness. Others have long term effects such as fatigue, loss of coordination, liver and kidney damage and even cancer.

CO2

Carbon dioxide is a colorless gas that is naturally present in the earth's atmosphere. It is produced by all the organisms on earth that perform respiration. It is an essential gas for life on earth since plants use it for photosynthesis. However, in high concentration that can often occur in indoor environments, it can have harmful effects that may include headaches, dizziness, restlessness, tingling or pins/needles feeling, difficulty breathing, sweating, tiredness, and increased heart rate. That's why it is important to monitor its levels in indoor environments.

PM 2.5 and PM 10

Particulate matter (PM) or also known as atmospheric aerosol particles are microscopic solid or liquid matter suspended in the atmosphere of Earth. These particles include coarse particles with a diameter of 10 μm or less (PM10) and fine particles with a diameter of 2.5 μm or less (PM2.5). PM10 includes particles as dust, pollen, and mold. PM2.5 includes particles such as combustion particles, organic compounds, metals, bacteria and more. The effects of inhaling particulate matter that has been widely studied in humans and animals include asthma, lung cancer, respiratory diseases, cardiovascular disease, premature delivery, birth defects, low birth weight and premature death.

Indoor Air Quality Standards

AQI

An air quality index (AQI) is used by government agencies to communicate to the public how polluted the air currently is or how polluted it is forecast to become. Different countries have their own air quality index, corresponding to different national air quality standards.

Aura air quality index (AQI) was developed based on academic research, national AQIs, and other important considerations.

OSH

Occupational safety and health is a field that ensures the safety and health of the people at work. Each country has its own set of standards and regulatory authority to enforce them. The first standards for indoor air quality and air testing started from this field, especially in industries like coal mining, gas, and petrochemical processing in which people are exposed to chemicals during their workday but it also evolving to more modern work environments like offices and open spaces.

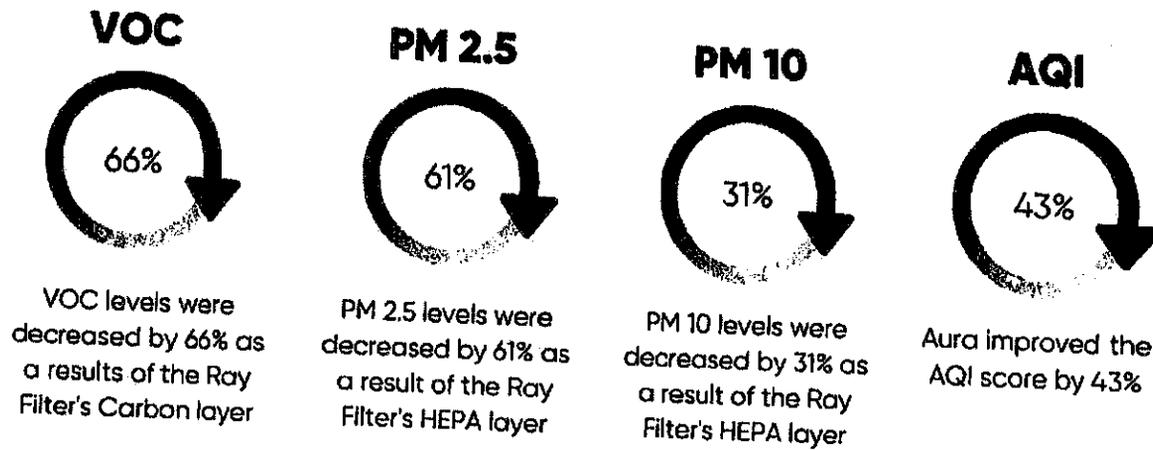
LEED

Leadership in Energy and Environmental Design (LEED) is one of the most popular green building rating system in the world. Green building is the practice of designing, constructing and operating buildings to maximize occupant health and productivity, use fewer resources, reduce waste and negative environmental impacts, and decrease life cycle costs. When it comes to indoor air quality, LEED defines standards of certain pollutants that has to be monitored prior to the occupancy of a new building or after renovation of an old one. These pollutants include PM2.5, PM10, CO, ozone, tVOC, Formaldehyde and specific VOC's like Benzene and Toluene. The disadvantage of LEED standards is that it doesn't monitor those pollutants after occupancy.

The Results

Air Quality Improvement:

In weeks 2-3, Aura operated in Chili's restaurant. The device disinfected and purified the air, significantly reducing the amount of harmful particles and parameters in the room:



Our Filters Test Results

(From the Aura Air white paper)

The efficiency of the Sterionizer in removing different types of pollutants is presented in Table 2.

Table 2- Sterionizer efficiency tests

Substance	Substance name	Removal
Bacteria	Escherichia Coli	99%
	Escherichia Coli ATCC	91%
	Staphylococcus aureus	91%
	Pseudomonas aeruginosa	99%
	Staphylococcus aureus (MRSA)	99%
Fungus	Aspergillus Niger	97%
	Candida albicans	36%
	Dichobotrys abundans	90%
	Penicillium	95%
Mold	Cladosporium cladosporioides	97%
Spores	Bacillus subtilis var Niger	89%
Viruses	Influenza H1N1	99%
	Influenza H5N1	99%

Table 2 shows that the Sterionizer decreased the amounts of bacteria for at least 1 order of magnitude (more than 90%) for all the strains tested. It also decreased the amounts of fungus for at least 36% and the amounts of mold, spores, and viruses for at least 89% for all the tested strains.

Examples of the plates after incubation are presented in Figures 12-13:

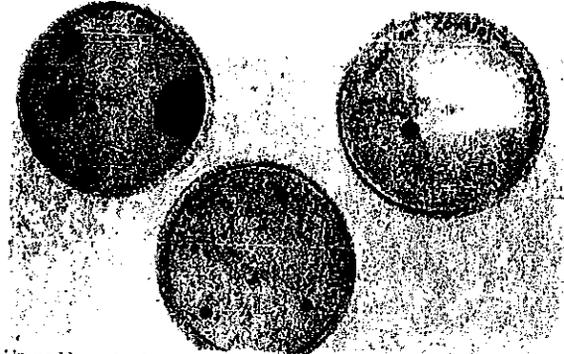


Figure 12: incubation results of the control plates on December 31, 2019

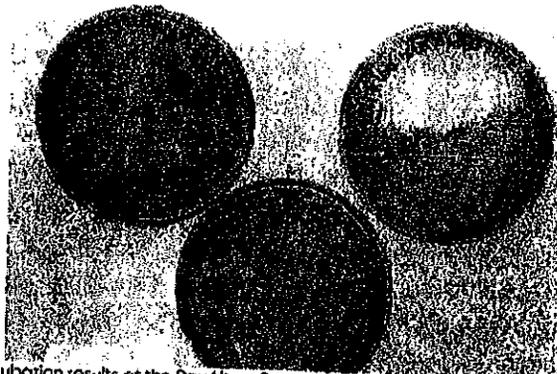


Figure 13: incubation results of the Ray filter Sterionizer UVc LEDs plates on December 31, 2019

Air Treatment Technologies in Aura Air

HEPA filter

HEPA stands for high-efficiency particulate air and it is an efficiency standard for air filters. The efficiency is measured in the ability of the filter to retain particles larger than 0.3 μm . These filters are used in environments that require a contamination control as food and pharmaceutical industries, hospitals, semiconductors and in vehicles and homes.

Carbon Filter

Carbon filtering is a method that uses a bed of activated carbon to remove contaminants using a process called adsorption. In this process, the molecules of the pollutant are trapped inside the porous structure of the carbon. This is a very effective method in the treatment of water and air, and it effectively removes volatile organic compounds (VOC's) and bad odors from air and water.

Smart Fabric

Our smart fabric is made from cotton impregnated with copper oxide. Copper is a powerful anti-bacterial agent that also has the ability to neutralize viruses, fungus, and mold. This is a patented and EPA-approved technology. The smart fabric is integrated into our Ray filter™ to enhance the ability of the filter to successfully deal with these pollutants.

The Sterionizer

The Sterionizer is a device based on the technology of bipolar ionization. The process of ionization uses UV light and electric currents to transform molecules of oxygen (O_2) into two atoms (O). In this process, one of the atoms has an electron attached to it and as a result, it has a negative charge (O^-) because electrons are negatively charged, and the other atom lacks an electron and is positively charged (O^+). These atoms are very chemically active and when they attack molecules of water that are present in the air- there are two types of molecules formed: OH^- and H_2O_2 . These molecules attack and neutralize different pollutants- bacteria, fungus, mold, and viruses. This technology has another advantage- unlike unipolar ionization that produces high amounts of ozone (O_3)- which is a dangerous substance, the Sterionizer emits very low concentrations of ozone that cause no health damage.

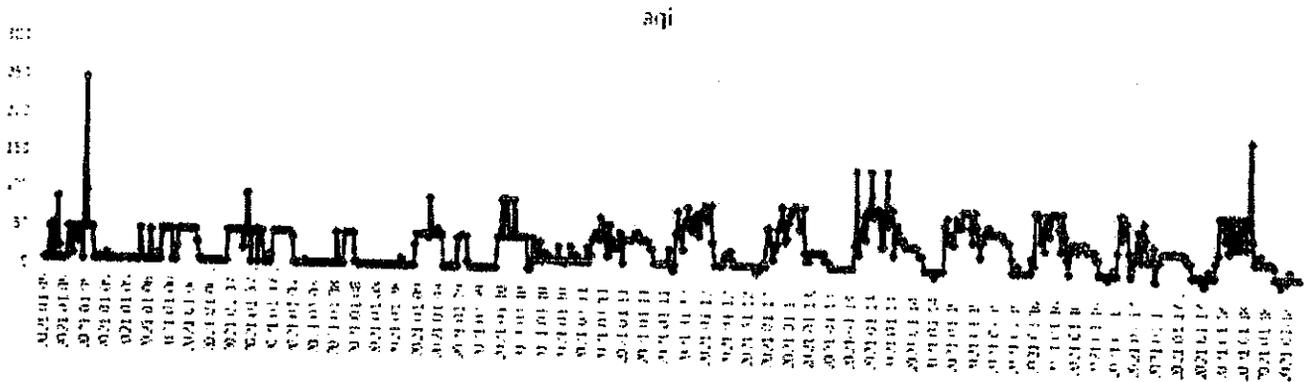
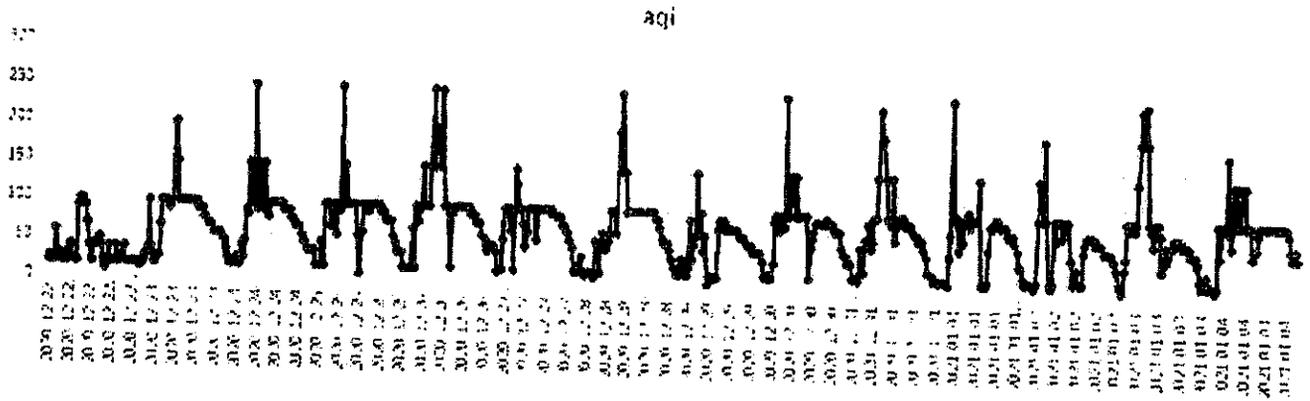
Pre-filter

The pre-filter is a filter that removes large unwanted contaminants from air and water. In HVAC systems and air purifiers, it is usually a washable mesh made from polymers like polypropylene. The pre-filter catches large particles of dust, pollen, insects, animal hair and other large particles.

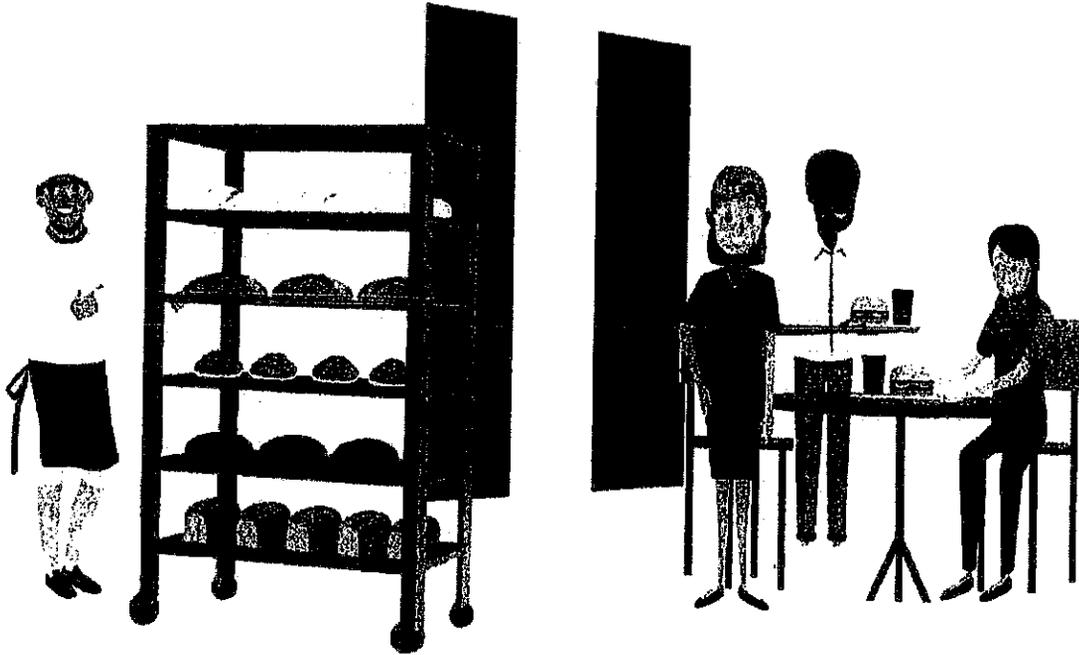
UVc LEDs

Ultraviolet pressure lamps have been used for decades for the disinfection of air in hoods and clean rooms and for water disinfection. They are effective in neutralizing bacteria, viruses, and parasites by hurting the proteins on the cell membrane. Although there isn't enough research done on these lamps in air, they have a promising potential to have a meaningful effect in air as well and for this reason they will be tested for Aura's device.

General AQI - Treatment and detection



Sensor Name	Phase 1 - Average	Phase 2 - Average	Improvement (%)
AQI	73.9874739	41.53143713	43%
Co	1.688517745	1.723652695	-2%
Voc	275.3340292	92.06736527	66%
Co2	1.688517745	441.7709581	7%
Pm10	17.58532934	13.37891441	31%
Pm2.5	5.247005988	2.010438413	61%



Final Report

February 2021

ABOUT AURA AIR

At Aura Air, we believe the act of breathing should be as nature intended.

Clean, pure and simple.

A constant since birth, breathing sets our life's rhythm. Inhale. Exhale. Fresh clean air clears our mind and rejuvenates our body without us committing a second thought.

With a quest to reclaim our natural right to clean air, Aura Air developed the world's smartest air purification system, one that cleanses and disinfects your indoor air while vigilantly monitoring its quality in real-time. Cutting-edge in design, Aura is remarkably simple to install and effortless to operate.

Just hang it up and plug it in.
We'll do the rest.

The Pilot

Provide a comprehensive solution for improving and managing the air quality in an Subway restaurant, while increasing awareness of air quality in the entire chain. The pilot will be executed through an interactive data-based approach providing recommendations for the chain, staff and visitors.

Schedule:



Key Parameters and their Health Effect:

VOC's

Volatile organic compounds are compounds that easily become vapours or gases. They are released from burning fuel such as gasoline, wood, coal or natural gas. They are also released from many consumer products such as cigarettes, solvents, paints, glues, wood preservatives, cleaners, disinfectants, air fresheners, building materials, pesticides and more. Formaldehyde, ethanol, toluene, and benzene are just a few examples of VOC's. Not all VOC's are harmful, but a large number of them are. Some of the health effects of VOC's are short-term such as irritation of the eyes, headaches, and dizziness. Others have long term effects such as fatigue, loss of coordination, liver and kidney damage and even cancer.

CO2

Carbon dioxide is a colorless gas that is naturally present in the earth's atmosphere. It is produced by all the organisms on earth that perform respiration. It is an essential gas for life on earth since plants use it for photosynthesis. However, in high concentration that can often occur in indoor environments, it can have harmful effects that may include headaches, dizziness, restlessness, tingling or pins/needles feeling, difficulty breathing, sweating, tiredness, and increased heart rate. That's why it is important to monitor its levels in indoor environments.

PM 2.5 and PM 10

Particulate matter (PM) or also known as atmospheric aerosol particles are microscopic solid or liquid matter suspended in the atmosphere of Earth. These particles include coarse particles with a diameter of 10 μm or less (PM10) and fine particles with a diameter of 2.5 μm or less (PM2.5). PM10 includes particles as dust, pollen, and mold. PM2.5 includes particles such as combustion particles, organic compounds, metals, bacteria and more. The effects of inhaling particulate matter that has been widely studied in humans and animals include asthma, lung cancer, respiratory diseases, cardiovascular disease, premature delivery, birth defects, low birth weight and premature death.

Indoor Air Quality Standards

AQI

An air quality index (AQI) is used by government agencies to communicate to the public how polluted the air currently is or how polluted it is forecast to become. Different countries have their own air quality index, corresponding to different national air quality standards.

Aura air quality index (AQI) was developed based on academic research, national AQIs, and other important considerations.

OSH

Occupational safety and health is a field that ensures the safety and health of the people at work. Each country has its own set of standards and regulatory authority to enforce them. The first standards for indoor air quality and air testing started from this field, especially in industries like coal mining, gas, and petrochemical processing in which people are exposed to chemicals during their workday but it also evolving to more modern work environments like offices and open spaces.

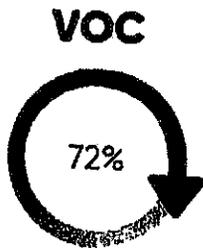
LEED

Leadership in Energy and Environmental Design (LEED) is one of the most popular green building rating system in the world. Green building is the practice of designing, constructing and operating buildings to maximize occupant health and productivity, use fewer resources, reduce waste and negative environmental impacts, and decrease life cycle costs. When it comes to indoor air quality, LEED defines standards of certain pollutants that has to be monitored prior to the occupancy of a new building or after renovation of an old one. These pollutants include PM2.5, PM10, CO, ozone, tVOC, Formaldehyde and specific VOC's like Benzene and Toluene. The disadvantage of LEED standards is that it doesn't monitor those pollutants after occupancy.

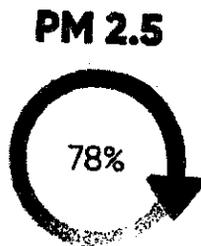
The Results

Air Quality Improvement:

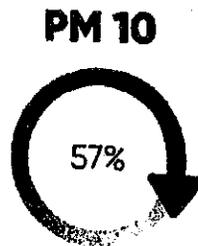
In weeks 2-3, Aura operated in Subway restaurant. The device disinfected and purified the air, significantly reducing the amount of harmful particles and parameters in the room:



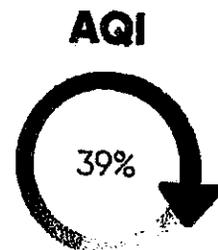
VOC levels were decreased by 72% as a result of the Ray Filter's Carbon layer



PM 2.5 levels were decreased by 78% as a result of the Ray Filter's HEPA layer



PM 10 levels were decreased by 57% as a result of the Ray Filter's HEPA layer



Aura improved the AQI score by 39%

Our Filters Test Results

(From the Aura Air white paper)

The efficiency of the Sterionizer in removing different types of pollutants is presented in Table 2.

Table 2- Sterionizer efficiency tests

Substance	Substance name	Removal
Bacteria	Escherichia Coli	99%
	Escherichia Coli ATCC	91%
	Staphylococcus aureus	91%
	Pseudomonas aeruginosa	99%
	Staphylococcus aureus (MRSA)	99%
Fungus	Aspergillus Niger	97%
	Candida albicans	36%
	Dichobotrys abundans	90%
	Penicillium	95%
Mold	Cladosporium cladosporioides	97%
Spores	Bacillus subtilis var Niger	89%
Viruses	Influenza H1N1	99%
	Influenza H5N1	99%

Table 2 shows that the Sterionizer decreased the amounts of bacteria for at least 1 order of magnitude (more than 90%) for all the strains tested. It also decreased the amounts of fungus for at least 36% and the amounts of mold, spores, and viruses for at least 89% for all the tested strains

Examples of the plates after incubation are presented in Figures 12-13:

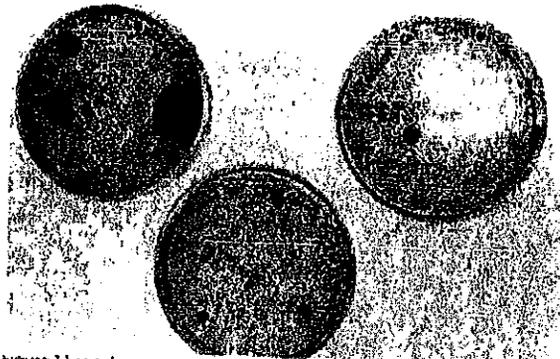


Figure 12 incubation results of the control plates on December 31st, 2019

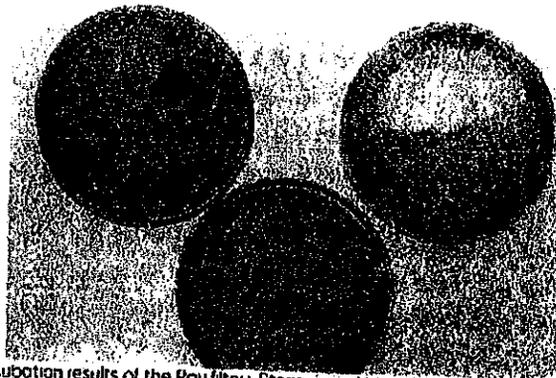


Figure 13 incubation results of the Roy filter + Sterionizer + UVc LEDs plates on December 31st, 2019

Air Treatment Technologies in Aura Air

HEPA filter

HEPA stands for high-efficiency particulate air and it is an efficiency standard for air filters. The efficiency is measured in the ability of the filter to retain particles larger than $0.3 \mu\text{m}$. These filters are used in environments that require a contamination control as food and pharmaceutical industries, hospitals, semiconductors and in vehicles and homes.

Carbon Filter

Carbon filtering is a method that uses a bed of activated carbon to remove contaminants using a process called adsorption. In this process, the molecules of the pollutant are trapped inside the porous structure of the carbon. This is a very effective method in the treatment of water and air, and it effectively removes volatile organic compounds (VOC's) and bad odors from air and water.

Smart Fabric

Our smart fabric is made from cotton impregnated with copper oxide. Copper is a powerful anti-bacterial agent that also has the ability to neutralize viruses, fungus, and mold. This is a patented and EPA-approved technology. The smart fabric is integrated into our Ray filter™ to enhance the ability of the filter to successfully deal with these pollutants.

The Sterionizer

The Sterionizer is a device based on the technology of bipolar ionization. The process of ionization uses UV light and electric currents to transform molecules of oxygen (O_2) into two atoms (O). In this process, one of the atoms has an electron attached to it and as a result, it has a negative charge (O^-) because electrons are negatively charged, and the other atom lacks an electron and is positively charged (O^+). These atoms are very chemically active and when they attack molecules of water that are present in the air- there are two types of molecules formed: OH^- and H_2O_2 . These molecules attack and neutralize different pollutants- bacteria, fungus, mold, and viruses. This technology has another advantage- unlike unipolar ionization that produces high amounts of ozone (O_3)- which is a dangerous substance, the Sterionizer emits very low concentrations of ozone that cause no health damage.

Pre-filter

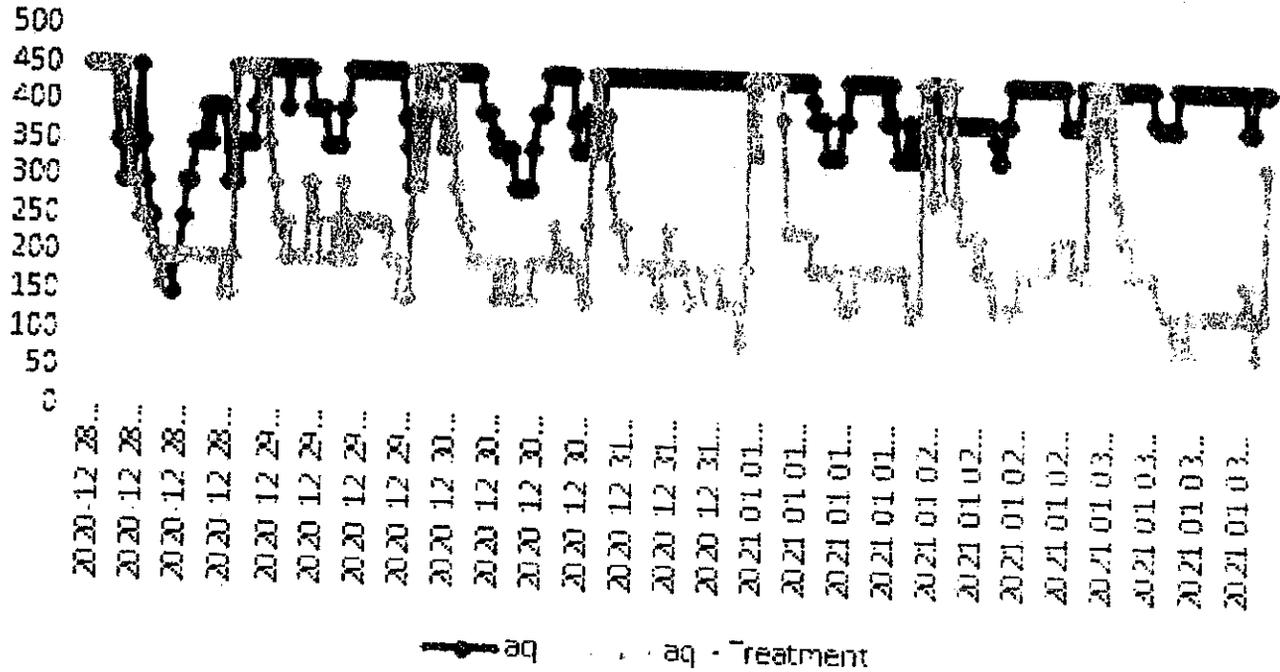
The pre-filter is a filter that removes large unwanted contaminants from air and water. In HVAC systems and air purifiers, it is usually a washable mesh made from polymers like polypropylene. The pre-filter catches large particles of dust, pollen, insects, animal hair and other large particles.

UVC LEDs

Ultraviolet pressure lamps have been used for decades for the disinfection of air in hoods and clean rooms and for water disinfection. They are effective in neutralizing bacteria, viruses, and parasites by hurting the proteins on the cell membrane. Although there isn't enough research done on these lamps in air, they have a promising potential to have a meaningful effect in air as well and for this reason they will be tested for Aura's device.

General AQI - Treatment and detection

Chart Title

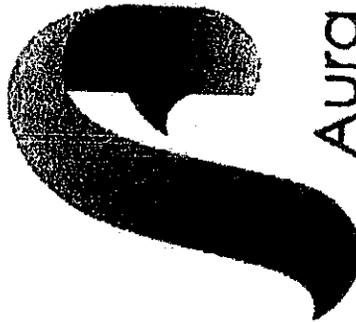


Sensor Name	Phase - 1 Detection	Phase - 2 Treatment	Improvement (%)
AQI	397.335	238.863	39
Co	43.0576	24.31223	43
Pm10	39.9512	17.083	57
Pm2.5	22.7387	4.9498	78
Voc	228.872	61.952	72
Co2	521.8266	429.6199	17

NTT
docomo

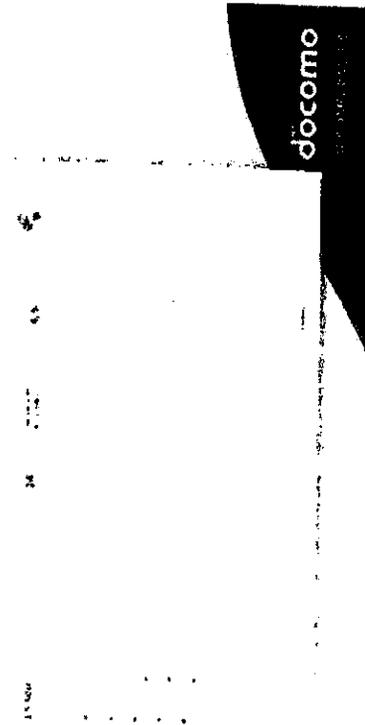
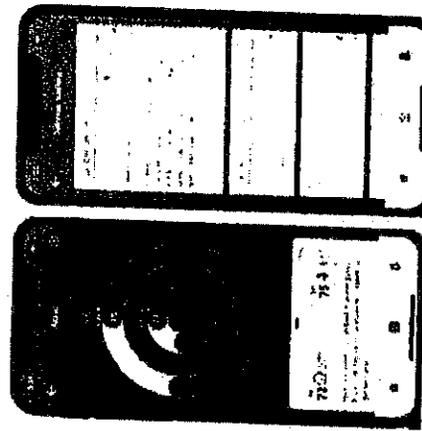
DOCOMO PACIFIC

Aura Air
Product Features



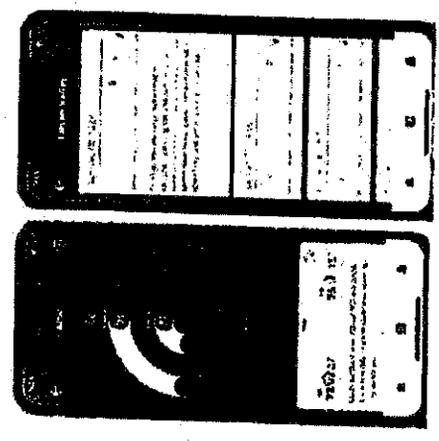
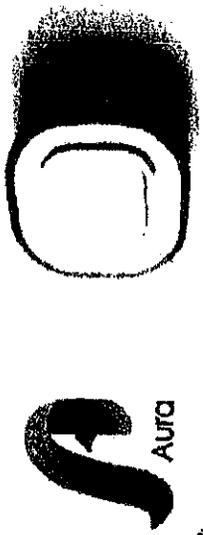
What is Aura Air?

- An all-in-one indoor air purification and quality intelligence system, Aura filters and disinfects indoor air through a unique 4 stage purification process while vigilantly monitoring its quality in real-time.
 - When hazards are detected, Aura alerts you immediately, providing crucial intelligence as to the origin of the problem, solutions of how to rectify it, and alarms if immediate action or evacuation is required.
- 1 Detection**
Aura detects indoor and outdoor air quality based on realtime monitoring through an array of smart sensors
 - 2 Personalization**
A unique air quality assistant that personalizes the Aura device precisely to the end-user needs and health necessities
 - 3 Filtration & Disinfection**
Aura filters and disinfects air through 4 unique stages
 - Pre-Filter
 - Ray Filter
 - UVC LED's
 - Sterionizer



DOCOMO PACIFIC welcomes a NEW generation of air purification & disinfection technology for a total SMART air care.

Breathe. We'll take care of the rest.



- Aura Air will be offered to both DPAC's existing customers and mass market to aid in reopening the economy with ease.
- DPAC is the exclusive distributor of Aura Air in the Marianas. Aura Air targets and disinfects 99.9% of viruses, bacteria, mold, and VOCs.
- This SMART air care solution provides a data-driven air quality platform based on user behavior algorithm.

Customer type	Model	Retail Price	NOW 24M Installments
Non-DPAC subscriber	Aura Air	\$599	N/A
DPAC subscriber & DPAC associates	Aura Air	\$549	\$22.88



Most Air purifiers on the market are only equipped with a pre-filter and HEPA filter.

Aura Air filters and disinfects the air in 4 unique stages:

1 Pre-Filter - Filters large particles of dust, pollen, insects, animal hair, and other large particles

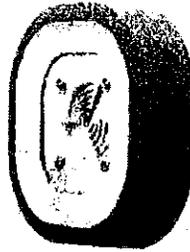
2 Ray Filter - Consists of 3 parts: HEPA filter, Carbon layer, and Smart Copper fabric.

3 UVC LED's - Effective in neutralizing bacteria, viruses, and parasites by destroying the proteins on the cell membrane.

4 Sterionizer - Purify and freshen indoor air by eliminating harmful pollutants



1 Pre-Filter



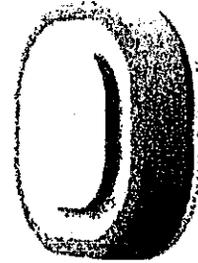
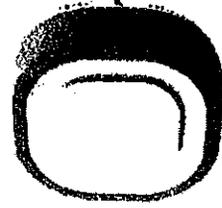
2 Ray Filter
 3 layers
 HEPA
 Carbon
 Copper



3 UVC LED



4 Sterionizer

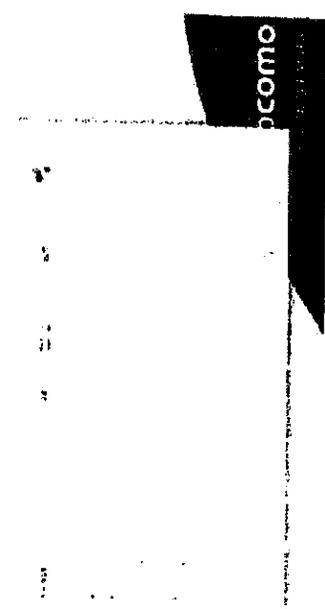
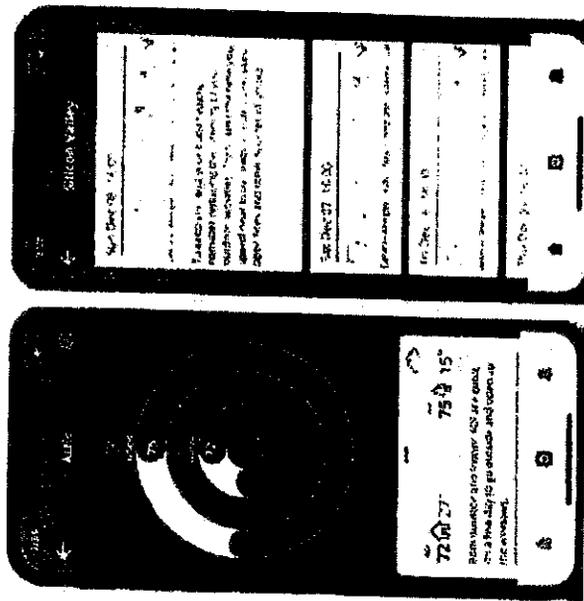


A unique triple attack on Viruses and Bacteria

docomo

Aura Air App

- Aura Air's assistant name is Heidy.
- Available on App Store or Google Play Store. Search up "Aura Air" to find the app.
- The Aura Air app adapts the performance and recommendations of the device to the user's needs and health necessities, impacting your air quality and influencing the way you feel.
- The Aura Air app reports air quality as AQI (Air Quality Index)



AQI (Air Quality Index)

- AQI: an index of reporting daily air quality. It tells you how clean or polluted your air is.
- Aura Air AQI scale goes from 0 = Excellent to 500 = Hazardous with 6 color-coded categories:



Aura Air detects indoor and outdoor air quality based on real-time monitoring.

Indoor:

- Smoke
- CO (carbon monoxide)
- CO2 (carbon dioxide)
- VOCs
- PM 2.5
- PM 10
- Temperature
- Humidity

Outdoor

- CO (carbon monoxide)
- NOx / NO / NO2
- O3 (Ozone)
- Allergies
- VOC
- PM 2.5
- PM 10
- Temperature
- Humidity
- Weather and Weather Forecast

The Docomo logo is located in the bottom right corner of the page. It consists of the word "docomo" in a white, lowercase, sans-serif font, centered within a black, curved, triangular shape that points towards the bottom right.

Brianna J. Taijeron

From: bursar@triton.uog.edu
Sent: Wednesday, April 28, 2021 12:20 PM
To: Eleonor Lujan-Toves
Subject: UOG- Thank you for your payment

Receipt Number: 184056
Customer: MISC
UOG Main Cashiers
Current Date: 04/28/2021

Description	Amount
Non Appn Fa-Bid Fee	\$25.00
Dept. Name: BID 21-10 DOCOMO PACIFIC	
Total	\$25.00
Payments Received	Amount
CC	\$25.00
MasterCard XXXXXXXXXXXXX7498	
Authorization # 080110	
Total	\$25.00



DEPARTMENT OF REVENUE AND TAXATION

GOVERNMENT OF GUAM
P.O. Box 23607

Hagåtña, Guam 96921
Domestic Registration
www.guamtax.com
06/30/2021

BUSINESS LICENSE

Service

13-000861761-001

EXPIRES:

ACCOUNT NO.

SUED TO: DOKOMO PACIFIC, INC.

OWNING BUSINESS AS: DOKOMO PACIFIC, INC.

TYPE OF LICENSE: CABLE INTERNET AND TELECOMMUNICATIONS SERVICES

BUSINESS LOCATION: LOT 2524 2025 1 890 SOUTH MARINE CORP DRIVE
DRIVE TAMUNING

MAILING ADDRESS: 890 SOUTH MARINE CORP DRIVE
TAMUNING GUAM
969-2255

TELEPHONE: HOME BUSINESS

FEE	0.00
PENALTY	0.00
TOTAL FEE	0.00
PAID	
JUL 31 2020	
Treasurer of Guam #16	

KEEP POSTED IN A CONSPICUOUS PLACE.
LICENSE MUST BE PRODUCED UPON
DEMAND TO ANY AUTHORIZED GOV'T
OFFICIAL. DO NOT POST COPY.

[Signature]
DIRECTOR OF REVENUE AND TAXATION

**ATTACHMENT E
MAJOR SHAREHOLDER DISCLOSURE AFFIDAVIT**

CITY OF Tamuning)
ISLAND OF GUAM) ss.

- A. I, the undersigned, being first duly sworn depose and say that I am an authorized representative of the offeror and that (please check only one):
 The offeror is an individual or sole proprietor and owns the entire (100%) interest in the offering business.

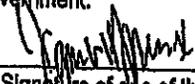
The offeror is a corporation, partnership, joint venture, or association known as DOCOMO PACIFIC, INC. (please state name of offeror company), and the persons, companies, partners, or joint ventures who have held more than 10% of the shares or interest in the offering business during the 365 days immediately preceding the submission date of the proposal are as follows (if none, please so state):

<u>NAME</u>	<u>ADDRESS</u>	<u>% of Interest</u>
<u>Docomo Guam Holdings, Inc.</u>	<u>890 S. Marine Corps Dr.</u> <u>Tamuning, Guam 96915</u>	<u>100%</u>

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

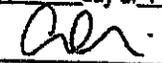
<u>NAME</u>	<u>ADDRESS</u>	<u>Compensation</u>
<u>n/a</u>	<u>n/a</u>	<u>n/a</u>

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


 Signature of one of the following:
 Offeror, if the offeror is an individual;
 Partner, if the offeror is a partnership;
 Officer, if the offeror is a corporation

Subscribed and sworn to before me

This 12 day of May, 2021


 NOTARY PUBLIC
 My commission expires Dec. 14, 2023
 (AG Procurement Form 002 (Rev. Nov 17, 2005))

UOG BID NO. B21-10 AIR PURIFIER SYSTEM and REPLACEMENT FILTERS

14 | Page

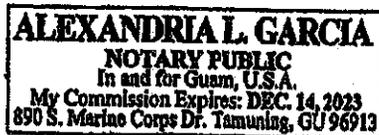


EXHIBIT E

Bid Abstract

ABSTRACT ANALYSIS
UOG IFB BID NO. B21-10
Title: AIR PURIFIER SYSTEM and REPLACEMENT FILTERS
Date Issued: 04/26/21 Date/Time Opened: 05/20/2021/ 330pm
Amendments Issued: AMEND 1 5/07/2021 | AMEND 2 Issued: 5/10/2021 AMEND 3 Issued: 5/13/2021 AMEND 4 Issued: 5/18/2021
This Bid is requested for: Lowest Responsive and Responsible Bidder

	BIDDERS / VENDORS			
	Guam Pacific Enterprise, Inc.	J&B MODERN TECH	WANG BROS. HOLDING LLC	DOCOMO
Date Bid Submitted	05/20/2021	05/20/2021	05/20/2021	05/20/2021
Time Bid Submitted	1011a	1056a	1248p	121p
Business License	E: 10/2021		NONE	E:06/2021
Contact for Contract Administration (B)	X	X	X	X
Bidder's Qualifications (C)	X	X	X	X
BID SECURITY (D)	X	X	X	X
Major Shareholder Affidavit (E)	X	X	X	X
Non-Collusion Affidavit (F)	X	X	X	X
Gratuities, Kickbacks Favors (G)	X	X	X	X
Ethical Standards (H)	X	X	X	X
DOL Wage Determination (I)	X	X	X	X
Contingent Fees (J)	X	X	X	X
AMEND 1	X	X	X	None
AMEND 2	X	X	X	None
AMEND 3	X	X	X	None
AMEND 4	X	X	X	None
BID PRICE/OFFER Brand/Model#	RGF Environmental / HALO-ROVE (ALT BID: PIP MAX)	Koch Filter/Enviroco Isoclean CM	Aura Air / AURA AIR	AURA / Aura Air
BID ITEM 1 GRAND TOTAL	\$1000.00ea /\$75,000.00 ALT Bid:600.00ea/ 45000.00	2488.00ea /\$186,600.00- \$33,870.00-100ea. HEPA Filter, \$2,800.00-100ea. Pre-filter, \$26,104.00-2ea.-40' Container, \$12,269.00-GRT \$261,643.00	\$48,675.00-75ea. Air Purifier, (\$11,900.00-100ea. Replacement Filters) \$60,575.00	\$32,940.00-75ea. Air Purifier, \$7,199.00-100ea. Replacement Filters \$40,139.00
DELIVERY	8-12 Weeks (w/Install)	14 Weeks	4 Weeks	1 Week

Attendees: (Print name & sign opposite the firm you represent)

Company/Firm Name	Representative (Print Name)	Signature
1. GUAM PACIFIC ENTERPRISE, INC.	Sedfrey M. Linsangan	ONLINE ZOOM
2. J&B MODERN TECH	Gene Bangayan	ONLINE ZOOM
3. WANG BROTHERS HOLDING LLC	Vic Wang	ONLINE ZOOM
4. DOCOMO	Brianna Tajeron	ONLINE ZOOM

Tabulators:

Emily G. Gumataotao	SMA	ONLINE ZOOM
Jessiree Patao	BUYER II	ONLINE ZOOM

T: +1 671.735.2925 F: +1 671.735.3010 W: www.uog.edu E: procurementoffice@triton.uog.edu
Mailing Address: 303 University Drive UOG Station Mangilao, Guam 96913
The University of Guam is a U.S. Land Grant Institution accredited by the Western Association of Schools and Colleges Senior College and University Commission and is an equal opportunity provider and employer.

EXHIBIT F

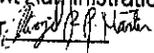
Memorandum of Evaluation



ADMINISTRATION & FINANCE
Consolidated Procurement Office

May 28, 2021

TO: Dr. Thomas W. Krise, President  APPROVED / DISAPPROVED

VIA: Mr. Randall V. Wiegand, Vice President Administration and Finance 
Ms. Abigail Martin, Interim Comptroller 

FROM: Ms. Emily G. Gumataotao, Supply Management Administrator 

RE: **UOG BID No. B21-10, "AIR PURIFIER SYSTEM and REPLACEMENT FILTERS"**

UOG BID No. B21-10 was issued April 26, 2021. There were sixteen (16) prospective bidders that picked up a bid package. Amendment 1, issued on 5/07/21, Amendment 2 issued on 5/10/21, Amendment 3 issued on 5/13/21, and Amendment 4 issued on 5/18/21. Bid opening was held virtually via ZOOM Conference on 5/20/21 at 330pm. Four (4) bidders submitted their proposal on time.

See Bid details below:

Company	Item Bid offer	QTY	Description
Guam Pacific Enterprise	1) \$75000.00	75 units	RGF EnviroHALO-ROVE
	Alt Bid: \$45,000.00	75 units	PIPMAX
J&B MODERN TECH	1) \$261,643.00	75 units	Koch Filter/Enviroco Isoclean CM
WANG BROS, LLC	1) \$60,575.00	75 units	Aura Air / AURA AIR
DOCOMO PACIFIC	1) \$40,139.00	75 units	AURA / Aura Air

The Procurement Office has reviewed and analyzed the four (4) bid submissions and recommends **DOCOMO PACIFIC** for the award. Although Guam Pacific Enterprise qualifies as a Disabled Veteran Owned business, their alternate bid amount still exceeds 105% of DOCOMO PACIFIC's bid submission pursuant to 5 G.C.A. §5011 and §5012. Therefore, Docomo Pacific's bid submission is found to be responsible and responsive. It is in compliance with the bid specifications and UOG Procurement Regulations Article 3.9.3.

T: +1 671.735.2925 F: +1 671.735.3010 W: www.uog.edu E: uog.bids@triton.uog.edu
Mailing Address: 303 University Drive UOG Station Mangilao, Guam 96913
The University of Guam is a U.S. Land Grant Institution accredited by the Western Association of Schools and Colleges Senior College and University Commission and is an equal opportunity provider and employer.



ADMINISTRATION & FINANCE
Consolidated Procurement Office

UOG Attendees

Emily G. Gumataotao – SUPPLY MGT ADMINISTRATOR
Jesiree Patao – BUYER II

Vendors:

GUAM PACIFIC ENTERPRISE– Sedfrey Linsangan
J&B MODERN TECH – Gene Bangayan
WANG BROTHERS, LLC– Vic Wang
DOCOMO – Brianna Taijeron

Award is subject to availability of funds.

Attachment: Bid abstract analysis

cc: Procurement Files / CLASS

T: +1 671.735.2925 F: +1 671.735.3010 W: www.uog.edu E: uog.bids@triton.uog.edu

Mailing Address: 303 University Drive UOG Station Mangilao, Guam 96913

*The University of Guam is a U.S. Land Grant Institution accredited by the Western Association of Schools and Colleges
Senior College and University Commission and is an equal opportunity provider and employer.*

**ABSTRACT ANALYSIS
UOG IFB BID NO. B21-10**

Title: AIR PURIFIER SYSTEM and REPLACEMENT FILTERS

Date Issued: 04/26/21 Date/Time Opened: 05/20/2021/ 330pm

Amendments Issued: AMEND 1 5/07/2021 | AMEND 2 Issued: 5/10/2021 AMEND 3 Issued: 5/13/2021 AMEND 4 Issued: 5/18/2021

This Bid is requested for: Lowest Responsive and Responsible Bidder

	BIDDERS / VENDORS			
	Guam Pacific Enterprise, Inc.	J&B MODERN TECH	WANG BROS. HOLDING LLC	DOCOMO
Date Bid Submitted	05/20/2021	05/20/2021	05/20/2021	05/20/2021
Time Bid Submitted	1011a	1056a		
Business License	E: 10/2021		1248p	121p
Contact for Contract Administration (B)	X	X	NONE	E:06/2021
Bidder's Qualifications (C)	X	X	X	X
BID SECURITY (D)	X	X	X	X
Major Shareholder Affidavit (E)	X	X	X	X
Non-Collusion Affidavit (F)	X	X	X	X
Gratuities, Kickbacks Favors (G)	X	X	X	X
Ethical Standards (H)	X	X	X	X
DOL Wage Determination (I)	X	X	X	X
Contingent Fees (J)	X	X	X	X
AMEND 1	X	X	X	None
AMEND 2	X	X	X	None
AMEND 3	X	X	X	None
AMEND 4	X	X	X	None
BID PRICE/OFFER Brand/Model#	RGF Environmental / HALO-ROVE (ALT BID: PIP MAX)	Koch Filter/Enviroc Isoclean CM	Aura Air / AURA AIR	AURA / Aura Air
BID ITEM 1 GRAND TOTAL	\$1000.00ea / \$75,000.00 ALT Bid: 600.00ea / 45000.00	2488.00ea / \$186,600.00- \$33,870.00-100ea. HEPA Filter, \$2,800.00-100ea. Pre-filter, \$26,104.00-2ea.-40' Container, \$12,269.00-GRT \$261,643.00	\$48,675.00-75ea. Air Purifier, (\$11,900.00-100ea. Replacement Filters) \$60,575.00	\$32,940.00-75ea. Air Purifier, \$7,199.00-100ea. Replacement Filters \$40,139.00
DELIVERY	8-12 Weeks (w/install)	14 Weeks	4 Weeks	1 Week

Attendees: (Print name & sign opposite the firm you represent)

Company/Firm Name	Representative (Print Name)	Signature
1. GUAM PACIFIC ENTERPRISE, INC.	Sedfrey M. Linsangan	ONLINE ZOOM
2. J&B MODERN TECH	Gene Bangayan	ONLINE ZOOM
3. WANG BROTHERS HOLDING LLC	Vic Wang	ONLINE ZOOM
4. DOCOMO	Brianna Tajjeron	ONLINE ZOOM

Tabulators:

Emily G. Gumataotao	SMA	ONLINE ZOOM
Jessiree Palao	BUYER II	ONLINE ZOOM

T: +1 671.735.2925 F: +1 671.735.3010 W: www.uog.edu E: procurementoffice@triton.uog.edu
Mailing Address: 303 University Drive UOG Station Mangilao, Guam 96913

The University of Guam is a U.S. Land Grant Institution accredited by the Western Association of Schools and Colleges Senior College and University Commission and is an equal opportunity provider and employer.

B21-10 ANALYSIS MEMO TO PRES-signed

Final Audit Report

2021-06-07

Created:	2021-06-07
By:	Christine Mabayag (ckamm@triton.uog.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAANT10faNcOJjbB9L_kgnyRI2n2k04aF7W

"B21-10 ANALYSIS MEMO TO PRES-signed" History

-  Document created by Christine Mabayag (ckamm@triton.uog.edu)
2021-06-07 - 3:55:47 AM GMT - IP address: 168.123.224.54
-  Document emailed to Thomas Krise (tkrise@triton.uog.edu) for signature
2021-06-07 - 3:58:13 AM GMT
-  Email viewed by Thomas Krise (tkrise@triton.uog.edu)
2021-06-07 - 4:35:04 AM GMT - IP address: 104.47.73.254
-  Document e-signed by Thomas Krise (tkrise@triton.uog.edu)
Signature Date: 2021-06-07 - 4:35:33 AM GMT - Time Source: server- IP address: 168.123.224.59
-  Agreement completed.
2021-06-07 - 4:35:33 AM GMT



EXHIBIT G

Notice of Award



ADMINISTRATION & FINANCE
Consolidated Procurement Office

June 7, 2021

DOCOMO PACIFIC
Eleonor B.U. Lujan-Toves
890 S. Marine Corps Drive
Tamuning, GU 96913
Email: Elujan-toves@docompacific.com

RE: NOTICE OF AWARD - UOG BID B21-10 "AIR PURIFIER SYSTEM and REPLACEMENT FILTERS"

Dear Sir/Madam:

This letter is to certify that **DOCOMO PACIFIC** is being awarded the University of Guam **BID B21-10**. As a result of our evaluation of the above referenced IFB a purchase order will be forthcoming.

A representative from the respective unit will be in contact with you upon issuance of the purchase order.

If you have any questions, please feel free to contact me at 735-2925 or email at uog.bids@triton.uog.edu.

Thank you and Congratulations!

Sincerely,


Emily G. Gumataotao
Supply Management Administrator

Please acknowledge receipt and return via email to uog.bids@triton.uog.edu.

Brianna Taijeron Digitally signed by Brianna Taijeron
Date: 2021.06.08 12:04:31 +10'00'

(Please print name and sign)

(DATE)

cc: CLASS

T: +1 671.735.2925 F: +1 671.735.3010 W: www.uog.edu E: uog.bids@triton.uog.edu

Mailing Address: 303 University Drive UOG Station Mangilao, Guam 96913

The University of Guam is a U.S. Land Grant Institution accredited by the Western Association of Schools and Colleges Senior College and University Commission and is an equal opportunity provider and employer.

H

EXHIBIT H

Purchase Order



**University of Guam
U.O.G. STATION
MANGILAO, GUAM
96293**

PO DATE: 06/22/21
VENDOR NO.: 0018736

P.O. NUMBER: P0211532
GLACCT NOS: 63_2J_363049_T_5202005

VENDOR:
DOCOMO PACIFIC
CENTURY PLAZA
219 S MARINE DRIVE STE 206
TAMUNING GU 96911

Office of Administration and Finance
UOG Station, Mangilao, Guam 96923
Telephone: (871) 735-2925 Fax: (871) 734-301
O

SHIP TO:
University of Guam
Class Dean's Office
303 University Dr, UOG Station
Mangilao GU 96913

AUTHORITY: _____ **PO Expiration Date:** _____

ARTICLES OR SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
AURA / AURA AIR Purifier	75	EA	439.20	32,940.00
Aura Air Replacement Ray Filter	100	EA	71.99	7,199.00
<p>JUSTIFICATION: Purchase equipment for the facilitation of academic and administrative support due to the COVID-19 Pandemic. CHARGE TO: SVPP's Cares Act Fund Account. POC: Doreen Fernandez (735-2853); John Del Castillo (735-1160)</p> <p>UOG BID No. B21-10</p>				

SPECIAL INSTRUCTIONS TO VENDORS:

A. SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF THE INVOICE TO: UOG BUSINESS OFFICE, 303 UNIVERSITY DRIVE, UOG STATION, MANGILAO, GUAM, 96923.

B. THE P.O. NUMBER MUST APPEAR ON ALL INVOICES, PACKING SLIPS, B/L, ETC.

C. PAYMENT UPON RECEIPT OF MERCHANDISE IN GOOD CONDITION.

D. THIS ORDER IS SUBJECT TO TERMS AND CONDITIONS ON THE REVERSE SIDE.

E. PURCHASE ORDER IS INVALID WITHOUT AN AUTHORIZATION SIGNATURE

DO NOT FILL THIS ORDER IF YOUR COST EXCEEDS 10% OF PO TOTAL

TOTAL: 40,139.00

PAYMENT AUTHORIZATION PAYMENT ENCLOSED

PROCUREMENT OFFICER:
[Signature]

THIS PURCHASE ORDER IS SUBJECT TO THE FOLLOWING GENERAL TERMS AND CONDITIONS

- 1) On all Air Shipments, Air Freight Company should call the University of Guam upon the arrival of goods.
- 2) Acknowledgment copy of this order must be signed and returned, advising of approximate or definite shipping and receiving dates.
- 3) No variations in any of the terms, conditions, deliveries, prices, quality, and quantity, or specification of this order, irrespective of the wording of the seller's acceptance, will be effective without the buyer's written consent.
- 4) A packing list must accompany each shipment, showing the University's Purchase Order number, description, part number, or serial number for each item.
- 5) Shipments must be identified as "PARTIAL" or "COMPLETE"
- 6) Materials are subject to the buyer's inspection and approval within a reasonable time after delivery. If specifications are not met, materials will be returned at the seller's expense.
- 7) In connection with any prompt payment discount offered, time will be computed from the date of delivery and acceptance at destination, or from the date the correct invoice or voucher is received in the office specified by the University if the latter is later than the date of delivery and acceptance. Payment is deemed to be made, for the purpose of earning discount on the date of mailing the check.
- 8) Over shipments, unless specifically authorized, will not be accepted.
- 9) In connection with bid awards and contracts, the purchase order shall be governed by the Special Provisions, Bid Terms, and conditions as specified.
- 10) The seller will be liable for replacement and or repair of items in the event of loss or damage during transit.
- 11) Seller's liability is terminated after the inspection and acceptance of the goods by the University.
- 12) Modification or alteration of the Purchase Order is invalid without the University of Guam Business Office certification.

NOTICE:

It is the policy of the University of Guam to provide equality of opportunity in higher education, both in the educational mission and as an employer. The University is committed to comply with all federal and local statutes, rules, and regulations which prohibit discrimination in its policies and practices and direct affirmative action, including but not limited to Titles VII Order 11246 and the Equal Pay Act of 1964 (as amended). The University shall promote a full realization through a requirement that those doing business with the University are also equal opportunity employers.

EXHIBIT I

BID STATUS

July 1, 2021

Guam Pacific Enterprise Inc.
Sedfrey M. Lingsanga
President/Owner
Ph: 671-649-6994

Subject: **UOG Invitation for Bid No. B21-10, AIR PURIFIER SYSTEM and REPLACEMENT FILTERS**
Bid Open: May 20, 2021

- / Cancelled (in its entirety), or partially cancelled due to:
- Insufficient funds;
 - Change of specifications; or
 - Insufficient number of bidders
- / Rejected due to:
- Late submission of bid;
 - No bid security or insufficient bid security amount submitted; as required by General Terms and Conditions;
 - Not meeting the delivery requirement as stated in the IFB
 - Non-conformance with the specifications
 - Inability to provide future maintenance and services to the equipment;
 - High price; or
 - Other:
- / Bid is recommended for award to: **Docomo Pacific, Inc.**


Emily G. Gumataotao
Supply Management Administrator

Please Acknowledge Receipt and email back to uog.bids@triton.uog.edu .

VENDOR _____ (Print name & signature) Date _____

T: +1 671.735.2925 F: +1 671.735.3010 W: www.uog.edu E: uog.bids@triton.uog.edu

Mailing Address: 303 University Drive UOG Station Mangilao, Guam 96913

The University of Guam is a U.S. Land Grant Institution accredited by the Western Association of Schools and Colleges Senior College and University Commission and is an equal opportunity provider and employer.

EXHIBIT J

From: UOG Procurement Bids
Sent: Thursday, September 02, 2021 11:08 AM
To: GPE INC
Cc: Procurement Office
Subject: Re: B21-10 GUAM PACIFIC ENTERPRISE INC
Attachments: B21-10 - BID STATUS - GUAM PACIFIC ENTERPRISE.pdf; B21-10 NOA_DOCOMO.pdf

Håfa Adai & Good Morning Sed,

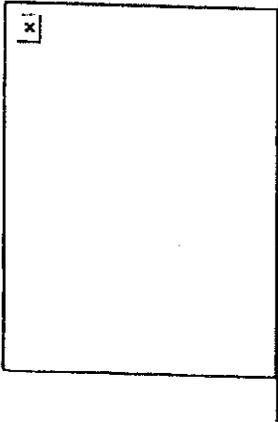
Apologize for the delay and oversight on my part. I prepped the Bid Status as of July 1, 2021 and thought I had sent it out, but realized it was stuck in my drafts folder.

See bid status and copy of Notice of Award to winning bidder.

Hope you will still consider participating in future bids for the university.

Thank you & Stay safe!

Si Yu'os ma'åse' & Have a nice day!,



Respectfully,
Emily G. Gumataotao
SUPPLY MANAGEMENT ADMINISTRATOR
PROCUREMENT | ADMIN & FINANCE
Office: 671-735-2925
Fax: 671-735-3010
uog.bids@triton.uog.edu

The University of Guam is an equal opportunity provider and employer.

CONFIDENTIALITY STATEMENT: This message is from the University of Guam and contains information which is privileged and confidential and is solely for the use of the intended recipient. If you are not the intended recipient, any review, disclosure, copying, distribution, or use of the contents of this message is strictly prohibited. If you have received this transmission in error, please destroy immediately.

From: GPE INC <guampacific@gmail.com>
Sent: Thursday, August 26, 2021 9:54 AM
To: UOG Procurement Bids <uog.bids@triton.uog.edu>
Subject: Re: B21-10 GUAM PACIFIC ENTERPRISE INC

EXHIBIT K

GPE Protest

From: GPE INC <guampacific@gmail.com>
Sent: Tuesday, September 07, 2021 9:26 AM
To: Gumataotao, Emily; uogbids@triton.uog.edu
Subject: UOG Bid No, B21-10

[EXTERNAL EMAIL - Please use caution when opening attachments or clicking links.]

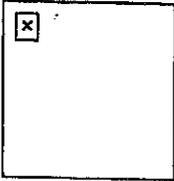
Dear Procurement Team,

This is a Notice of Protest relative to the subject Bid number.

Respectfully,
Sedfrey M. Linsangan
President
Guam Pacific Enterprises Inc.
649-6997-8-4

--

Guam Pacific Enterprise, Inc.
Tel: (671) 649-6994/7/8



This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error, please notify the system manager. This message contains confidential information and is intended only for the individual named. If you are not the named addressee, you should not disseminate, distribute or copy this email. Please notify the sender immediately by email if you have received this email by mistake and delete this email from your system. If you are not the intended recipient, you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited

EXHIBIT L



Appendix A: Notice of Appeal Form
PROCUREMENT APPEAL

PART I- To be completed by OPA

In the Appeal of)
Guam Pacific Enterprises)
(Name of Company), APPELLANT)
NOTICE OF APPEAL
Docket No. OPA-PA _____

PART II- Appellant Information

Name: Guam Pacific Enterprises Inc.
Mailing Address: P.O. Box 23128 Barrigada
Guam 96921
Business Address: #202 Corner Blas Pangelinan
Road, Harmon Guam
Email Address: guam.pacific@gmail.com
Daytime Contact No: 649-6997-8-4
Fax No.: 649-6988

PART III- Appeal Information

- A) Purchasing Agency: University of Guam
- B) Identification/Number of Procurement, Solicitation, or Contract: VOGBid No. B21-10
- C) Decision being appealed was made on July 1 (date) by:
 Chief Procurement Officer Director of Public Works Head of Purchasing Agency

Note: You must serve the Agency checked here with a copy of this Appeal within 24 hours of filing.

D) Appeal is made from:

(Please select one and attach a copy of the Decision to this form)

- Decision on Protest of Method, Solicitation or Award
 Decision on Debarment or Suspension
 Decision on Contract or Breach of Contract Controversy
(Excluding claims of money owed to or by the government)
 Determination on Award not Stayed Pending Protest or Appeal
(Agency decision that award pending protest or appeal was necessary to protect the substantial interests of the government of Guam)

E) Names of Competing Bidders, Offerors, or Contractors known to Appellant:

J & B Modern Tech
Wang Bros. LLC
Docomo Pacific

PART IV- Form and Filing

In addition to this form, the Rules of Procedure for Procurement Appeals require the submission together with this form of additional information, including BUT NOT LIMITED TO:

1. A concise, logically arranged, and direct statement of the grounds for appeal;
2. A statement specifying the ruling requested;
3. Supporting exhibits, evidence, or documents to substantiate any claims and the grounds for appeal unless not available within the filing time in which case the expected availability date shall be indicated.

Note: Please refer to 2 GAR § 12104 for the full text of filing requirements.

PART V- Declaration Re Court Action

Pursuant to 5 GCA Chapter 5, unless the court requests, expects, or otherwise expresses interest in a decision by the Public Auditor, the Office of Public Accountability will not take action on any appeal where action concerning the protest or appeal has commenced in any court.

The undersigned party does hereby confirm that to the best of his or her knowledge, no case or action concerning the subject of this Appeal has been commenced in court. All parties are required to and the undersigned party agrees to notify the Office of Public Accountability within 24 hours if court action commences regarding this Appeal or the underlying procurement action.

Submitted this 15 day of Sept 20 21

By: [Signature]
APPELLANT

or

By: _____
Appellant's Duly Authorized Representative
(Address)
(Phone No.)

APPENDIX A



**Appendix D: Hearing Request/Waiver Form
PROCUREMENT APPEAL**

In the Appeal of)
)
)

(Name of Company), APPELLANT)
)
_____)

**HEARING
REQUEST/WAIVER**

Docket No. OPA-PA _____

Please select one:

Pursuant to 2 GAR § 12108(a), the undersigned party does hereby request a hearing on the appeal stated above.

Pursuant to 2 GAR § 12108(a), the undersigned party does hereby waive his/her right to a hearing and is submitting the appeal stated above on record without a hearing.

Submitted this 15 day of Sept, 20 21

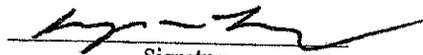
By: (Please select one)

APPELLANT

Chief Procurement Officer

Director of Public Works

Head of Purchasing Agency


Signature

Sedfrey M. Linsangan
Print Name

Concise Statement

Notice of Award and Bid Status was only provided to me on Sept. 2, 2021. I had been following up since June, July and August many times but the answer was that they are still evaluating the bid.

The Administrator reasoned out that it was an oversight on her part. (Please see her letter dated Sept. 2 (Exhibit A) My concern of the violation is the Notice of Award was provided first on June 7, 2021 but the Bid Status which was not sent to me was dated July 1. (Please see Exhibit B and C)

The specs of Docomos offer does not comply with the intention and Background as provided in Exhibit A of the Bid (pages 20). The offer was specifically for homes not classrooms.

The offer that was favored was made in Israel not USA. UOG should be buying American made for Federal funding projects to comply with Buy American Act.

UOG violates the provisions in Instruction 12, Method of Award because the product they approved does not conform for class rooms use but only for homes. It is not in the public interest that UOG will buy or award the bid that does not served its purpose. Yes the product is cheap and the lowest bid but just a waste of money since it is not designed for schools. Please see page 5 of Bid Document (Method of Award).

Ruling Requested

It is up to OPA to determine the appropriate ruling or sanction to correct this wrong disposition on Method of Award and not following the basic Guam Procurement Law on Bid Status and Notice of Award. I also have to add that they (LOG) are the only one charging \$25.00 for Bid Documents in PDF file. All agencies does not charge \$25.00 if Bidders download the file.

Very Respectfully

9/15/21

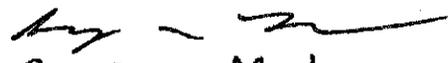

Sedfrey M. Linsaugal

EXHIBIT M

UOG Protest Decision



OFFICE OF THE PRESIDENT

October 18, 2021

Sedfrey Linsangan
President, Guam Pacific Enterprises, Inc.
Email: guampacific@gmail.com

RE: Protest Decision for September 7, 2021 Protest regarding UOG-IFB-21-10 (Air Purifier System and Replacement Filters)

Dear Mr. Linsangan:

In accordance with Section 9.2.1, University of Guam's Procurement Regulations (UOGPR), I have reviewed your Protest dated September 7, 2021 regarding UOG-IFB-21-10 (Air Purifier System and Replacement Filters) (IFB) and the Notice of Appeal you filed on September 16, 2021 for *In the Matter of Guam Pacific Enterprises, Inc.*, OPA-PA-21-006 (Office of Public Accountability) which was subsequently dismissed without prejudice by Public Auditor on October 4, 2021. In your notice of appeal, you raised the following issues concerning the IFB: (1) The specs of Docomo's offer does not comply with the intention and background as provided in Exhibit A of the bid (page 20) because the offer was specifically for home and not classrooms; (2) The offer that was favored was made in Israel not USA and UOG should be buying American made for federal funding projects to comply with the Buy American Act; (3) UOG violates the provisions in Instruction 12, Method of Award because the product they approved does not conform for class rooms use but only for homes, and it is not in the public interest that UOG will buy or award the bid that does not serve its purpose, see page 5 of the bid document Method of Award; and (4) UOG is the only one charging \$25 for Bid Documents in PDF file and all agencies do not charge \$25 if bidders download the file. The following constitutes UOG's decision for each of these issues.

1. There is no merit to Guam Pacific Enterprises, Inc.'s (GPE) allegation that the specs of Docomo's offer does not comply with the intention and background Exhibit A on page 20 of the IFB. The background portion of Exhibit A on page 20 of the IFB states: "The University of Guam (UOG) is requesting proposals from vendors to provide Air Purifier System and Replacement Filters to detect, disinfect, and purify contaminated air in various classrooms, offices, auditoriums, and other indoor spaces located in the College of Liberal Arts and Social Sciences (CLASS) buildings." It appears that GPE is interpreting this language to mean that the Air Purifier Systems and Replacement Filters must be made specifically for use in classrooms. However, this interpretation is not supported by the IFB. Paragraph 1 of the IFB's General Terms and Conditions on page 7 of the IFB states: "Bidder should comply with specifications outlined." Hence, the bidders were required to comply with the IFB's specifications for the Air Purifier System and Replacement Filters. Those specifications were outlined in Exhibit A on page 20 of the IFB and the specifications do not contain a requirement that the Air Purifier System and Replacement Filters

T: +1 671.735.2990 F: +1 671.734.2296 W: www.uog.edu
Mailing Address: 303 University Drive UOG Station Mangilao, Guam 96913
The University of Guam is a U.S. Land Grant Institution accredited by the Western Association of Schools and Colleges Senior College and University Commission and is an equal opportunity provider and employer.

must be made specifically for classrooms. In fact, the background language of Exhibit A of the IFB, quoted above, specifically states that the Air Purifier System and Replacement Filters would be for offices, auditoriums, and other indoor spaces located in the College of Liberal Arts and Social Sciences (CLASS) buildings. Hence, there was no intention that the Air Purifier System and Replacement Filters would be used solely in classrooms, nor was there a specification that the Air Purifier System and Replacement Filters being solicited must be specifically designed for classrooms. Therefore, based on the foregoing, there is no merit to GPE's allegation that the specs of Docomo's offer does not comply with the intention and background Exhibit A on page 20 of the IFB.

2. There is no merit to GPE's allegation that UOG violated the Buy American Act by awarding the IFB Contract to Docomo. Generally, The Buy American Act of 1933 is a federal law that requires **Federal agencies** to procure domestic materials and products (Bold Emphasis added) if the procurement is intended for public use within the United States, and the items to be procured or the materials from which they are manufactured must be present in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality. 41 U.S.C. §8301 and §8302(a)(1). Here, UOG is a public corporation of the Government of Guam and not a Federal agency. 17 G.C.A. §16101. Hence, contracts awarded by UOG under Federal grant programs, such as the contract awarded by the IFB, are not covered by the Buy American Act unless authorizing statutes explicitly provide for application of the act.

The federal grant funding UOG's purchase of air purifier systems and replacement filters from Docomo does not explicitly provide for the application of the Buy American Act of 1933. The Coronavirus Aid, Relief, and Economic Security Act or CARES Act, was enacted by the U.S. Government on March 27th, 2020 and allotted \$2.2 trillion to provide fast and direct economic aid to the American people negatively impacted by the COVID-19 pandemic. Of that money, approximately \$14 billion was given to the U.S. Department of Education's Office of Postsecondary Education as the Higher Education Emergency Relief Fund, or HEERF. On December 27, 2020 the Coronavirus Response and Relief Supplemental Appropriations Act was enacted by the U.S. Government and made an additional \$21.2 billion available to higher education institutions to ensure learning continues for students during the COVID-19 pandemic as HEERF II. The American Rescue Plan Act was enacted by the U.S. Government on March 11, 2021, awarding an additional \$40 billion which will be available through September 30, 2023 as HEERF III. UOG received portions of HEERF, HEERF II, and HEERF III and these federal grants were used to fund the IFB Contract UOG awarded to Docomo. To obtain the federal funds, UOG had to sign a Recipient's Certification and Agreement for an Award for each of the federal grant awards from HEERF thru HEERF III and copies of said agreements are attached herein as Exhibits A, B, and C. These agreements define UOG's obligations and requirements to receive the federal funds and a review of these agreements show that none of them make the Buy American Act of 1933 applicable to the HEERF funds or to UOG's IFB Contract to Docomo. Therefore, based on the foregoing, there is no merit to GPE's allegation that UOG violated the Buy American Act by awarding the IFB Contract to Docomo.

3. There is no merit to GPE's allegation that UOG violated Instruction 12 on page 5 of the IFB because Docomo bid products that do not conform for classrooms use but only for homes. Instruction 12 on page 5 of the IFB states:

"12. METHOD OF AWARD: Bid shall be awarded to the [x] lowest, [] highest, responsible and responsive bidder whose bid meets the requirements and criteria set forth in the Invitation for Bids. A responsible bidder is one who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance. A responsive bidder is one who has submitted a bid which conforms in all material respects to the Invitation for Bids. The University reserves the right to waive any minor information of irregularity in Bids received. The President shall have the authority to award or reject Bids, in whole or in part for any one or more items if he determines it is in the public interest.

Award issued to the [x] lowest, [] highest, responsible and responsive bidder within the specified time for acceptance as indicated in the Bid, results in a binding contract without further action by either party provided the successful bidder executes a formal contract with the University. In case of any error in the extension of prices, unit price will govern. It is the policy of the Government of Guam to award Bids to qualified local vendors."

As stated in paragraph 1 above, UOG had no intention that the Air Purifier System and Replacement Filters that the IFB solicited for, would be used solely in classrooms, nor was there a specification in the IFB that the Air Purifier System and Replacement Filters being solicited must be specifically designed for classrooms. Further, as stated above, Instruction 12 on page 5 of the IFB requires UOG to award the bid to the lowest, responsible and responsive bidder whose bid meets the requirements and criteria set forth in the IFB. Here, UOG complied with this instruction by awarding the IFB contract to Docomo because Docomo submitted the lowest bid, because it is a responsible and responsive bidder, and because its bid meets the requirements and criteria set forth in the IFB for the Air Purifier System and Replacement Filters. Therefore, based on the foregoing, there is no merit to GPE's allegation that UOG violated Instruction 12 on page 5 of the IFB because Docomo bid products that do not conform for classrooms use but only for homes.

4. GPE's allegation that UOG is charging \$25 is untimely and shall not be considered. Generally, a protest shall be made in writing to the University's President and shall be filed in duplicate within fourteen (14) working days after the protestor knows or should have known of the facts giving rise thereto and a protest is considered filed when received by the University's President. Section 9.2.3.1, University of Guam's Procurement Regulations ("UOGPR"). Protests filed after the fourteen (14) working day period shall not be considered. Id. Here, the IFB was issued on April 26, 2021, and a true and correct copy of UOG's invoice for GPE's \$25 payment for the IFB package is attached herein as Exhibit D. Said invoice states that GPE paid \$25 for a digital copy of the IFB's bid packet on May 11, 2021. GPE did not file its protest until September 7, 2021 which is more than fourteen (14) working days after GPE knew or should have known that it paid \$25 for the IFB package. Therefore, due to GPE's protest concerning the allegation that UOG charged \$25 for the IFB's bid packet being untimely, it shall not be considered.

Accordingly, GPE's September 7, 2021 Protest concerning the IFB is hereby DENIED. In accordance with Section 9.2.7.2, UOGPR, GPE is hereby informed of its right to administrative and judicial review of this Protest Decision.

DATED this 18th day of October, 2021 by:



THOMAS W. KRISE, Ph.D.
President

**Recipient's Funding Certification and Agreement
for the Institutional Portion of the Higher Education Emergency Relief Fund
Formula Grants Authorized by Section 18004(a)(1) of the Coronavirus Aid, Relief, and
Economic Security (CARES) Act**

Sections 18004(a)(1) and 18004(c) of the CARES Act, Pub. L. No. 116-136 (March 27, 2020), authorizes the Secretary of Education ("Secretary") to allocate a maximum institutional portion of the formula grant funds in the amount of \$\$ 2,282,349.00 (up to 50 percent of the amount authorized under Section 18004(a)(1) of the CARES Act) to University of Guam ("Recipient").

Section 18004(c) of the CARES Act allows Recipient to use up to 50 percent of the funds received to cover any costs associated with significant changes to the delivery of instruction due to the coronavirus so long as such costs do not include payment to contractors for the provision of pre-enrollment recruitment activities, including marketing and advertising; endowments; or capital outlays associated with facilities related to athletics, sectarian instruction, or religious worship (collectively referred to as "Recipient's Institutional Costs"). Section 18004(c) also requires Recipient to use no less than fifty percent of the funds received to provide emergency financial aid grants to students for expenses related to the disruption of campus operations due to the coronavirus (including eligible expenses under a student's cost of attendance such as food, housing, course materials, technology, health care, and child care). This Certification and Agreement solely concerns Recipient's Institutional Costs, as defined above.

To address Recipient's Institutional Costs, and pursuant to the Secretary's authority under the CARES Act and associated with the coronavirus emergency, as stated in Proclamation 9994 of March 13, 2020, "Declaring a National Emergency Concerning the Novel Coronavirus Disease (COVID-19) Outbreak," *Federal Register* Vol. 85, No. 53 at 15337-38 (hereinafter "Proclamation of National Emergency"), the Secretary and Recipient agree as follows:

1. The Secretary will provide Recipient funds for Recipient's Institutional Costs as authorized under Sections 18004(a)(1) and 18004(c) of the CARES Act.
2. As a condition for receiving funds for Recipient's Institutional Costs, Recipient must have entered into the Funding Certification and Agreement for Emergency Financial Aid Grants to Students under the CARES Act. Recipient may, but is not required to, use funds designated for Recipient's Institutional Costs to provide additional emergency financial aid grants to students for expenses related to the disruption of campus operations due to coronavirus. If Recipient chooses to use funds designated for Recipient's Institutional Costs to provide such emergency financial aid grants to students, then the funds are subject to the requirements in the Funding Certification and Agreement for the Emergency Financial Aid Grants to Students under the CARES Act, entered into between Recipient and the Secretary.
3. The Secretary urges Recipient to devote the maximum amount of funds possible to emergency financial aid grants to students, including some or all of the funds earmarked for Recipient's Institutional Costs, especially if Recipient has significant endowment or other resources

at its disposal. The Secretary urges Recipient to take strong measures to ensure that emergency financial aid grants to students are made to the maximum extent possible.

4. In consideration for the funds and as conditions for their receipt, Recipient warrants, acknowledges, and agrees that:

(a) The funds shall be used solely for the purposes authorized in Section 18004(c) of the CARES Act. In accordance with Section 18004(c) of the CARES Act, Recipient shall not use funds for payment to contractors for the provision of pre-enrollment recruitment activities, which include marketing and advertising; endowments; or capital outlays associated with facilities related to athletics, sectarian instruction, or religious worship.

(b) Recipient retains discretion in determining how to allocate and use the funds provided hereunder, provided that funds will be spent only on those costs for which Recipient has a reasoned basis for concluding such costs have a clear nexus to significant changes to the delivery of instruction due to the coronavirus. It is permissible for Recipient to use the funds for Recipient's Institutional Costs to reimburse itself for costs related to refunds made to students for housing, food, or other services that Recipient could no longer provide, or for hardware, software, or internet connectivity that Recipient may have purchased on behalf of students or provided to students.

(c) Consistent with Section 18006 of the CARES Act, Recipient agrees that to the greatest extent practicable, Recipient will pay all of its employees and contractors during the period of any disruptions or closures related to the coronavirus. The Department would not consider the following Recipient's Institutional Costs to be related to significant changes to the delivery of instruction due to the coronavirus, and therefore would not view them as allowable expenditures: senior administrator and/or executive salaries, benefits, bonuses, contracts, incentives; stock buybacks, shareholder dividends, capital distributions, and stock options; and any other cash or other benefit for a senior administrator or executive.

(d) Recipient's Institutional Costs must have been first incurred on or after March 13, 2020, the date of the Proclamation of National Emergency.

(e) Recipient will comply with all reporting requirements including those in Section 15011(b)(2) of Division B of the CARES Act and submit required quarterly reports to the Secretary, at such time and in such manner and containing such information as the Secretary may reasonably require (See also 2 CFR 200.327-200.329). The Secretary may require additional reporting in the future, including but not limited to reporting on the use of the funds for Recipient's Institutional Costs, demonstrating such use was in accordance with Section 18004(c), accounting for the amount of reimbursements to the Recipient for costs related to refunds made to students for housing, food, or other services that Recipient could no longer provide, and describing any internal controls Recipient has in place to ensure that funds were used for allowable purposes and in accordance with cash management principles.

(f) Recipient shall comply with all requirements in Attachment A to this Certification and Agreement.

(g) Recipient shall promptly and to the greatest extent practicable use the funds for Recipient's Institutional Costs by one year from the date of this Certification and Agreement, and document its efforts to do so as part of the reports specified in subsection (e) above.

(h) Recipient shall cooperate with any examination of records with respect to the funds for Recipient's Institutional Costs by making records and authorized individuals available when requested, whether by (i) the U.S. Department of Education and/or its Inspector General; or (ii) any other federal agency, commission, or department in the lawful exercise of its jurisdiction and authority.

(i) Recipient's failure to comply with this Certification and Agreement, its terms and conditions, and/or all relevant provisions and requirements of the CARES Act or any other applicable law may result in Recipient's liability under the False Claims Act, 31 U.S.C. § 3729, *et seq.*; OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 CFR part 180, as adopted and amended as regulations of the Department in 2 CFR part 3485; 18 USC § 1001, as appropriate; and all of the laws and regulations referenced in Attachment A, which is incorporated by reference hereto.

Digitally signed by Thomas W Krise

Date: 2020.04.24 00:08:42 +10'00'

RECIPIENT or Authorized Representative of Recipient

OPEID Number

DATE

Attachment A to Recipient's CARES Funding Certification and Agreement

Recipient assures and certifies the following:

- Recipient will comply with all applicable assurances in OMB Standard Forms 424B and D (Assurances for Non-Construction and Construction Programs), including the assurances relating to the legal authority to apply for assistance; access to records; conflict of interest; nondiscrimination; Hatch Act provisions; labor standards; Single Audit Act; and the general agreement to comply with all applicable Federal laws, executive orders and regulations.
- With respect to the certification regarding lobbying in Department Form 80-0013, no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making or renewal of Federal grants under this program; Recipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," when required (34 C.F.R. Part 82, Appendix B); and Recipient will require the full certification, as set forth in 34 C.F.R. Part 82, Appendix A, in the award documents for all subawards at all tiers.
- Recipient will comply with the provisions of all applicable acts, regulations and assurances; the following provisions of Education Department General Administrative Regulations (EDGAR) 34 CFR parts 75, 77, 79, 81, 82, 84, 86, 97, 98, and 99; the OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 CFR part 180, as adopted and amended as regulations of the Department in 2 CFR part 3485; and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR part 200, as adopted and amended as regulations of the Department in 2 CFR part 3474.

Paperwork Burden Statement

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. The valid OMB control number for this information collection is 1840-0842. The time required to complete this information collection is estimated to be 2,853 total burden hours. If you have any comments concerning the accuracy of the time estimate or suggestions for improving this form, please write to: Hilary Malawer, 400 Maryland Avenue, SW. Washington, D.C. 20202.

**Recipient's Certification and Agreement
for an Award under Section 18004(a)(2) of the Higher Education Emergency Relief Fund,
Coronavirus Aid, Relief, and Economic Security (CARES) Act**

Section 18004(a)(2) of the CARES Act, Pub. L. No. 116-136 (March 27, 2020), authorizes the Secretary of Education ("Secretary") to make an award in the amount provided in the column labeled "Total Allocation" on the Table "Allocations for Section 18004(a)(2) of the CARES Act," which is hereby incorporated by reference, to University of Guam ("Recipient").

Section 18004(a)(2) of the CARES Act authorizes the Secretary to make additional awards under parts A and B of title III, parts A and B of title V, and subpart 4 of part A of title VII of the Higher Education Act of 1965, as amended ("HEA"), to address needs directly related to the coronavirus. These awards are in addition to awards made in Section 18004(a)(1) of the CARES Act and have been allocated by the Secretary proportionally to such programs based on the relative share of funding appropriated to such programs in the Further Consolidated Appropriations Act, 2020 (Public Law 116-94).

Pursuant to Section 18004(a)(2) of the CARES Act, Recipient may use this award to defray expenses incurred by Recipient, including lost revenue, reimbursement for expenses already incurred, technology costs associated with a transition to distance education, faculty and staff trainings, and payroll ("Recipient's Expenses"). Recipient also may use this award for grants to students for any component of the student's cost of attendance, as defined under Section 472 of the HEA, including food, housing, course materials, technology, health care, and child care ("Student Grants" or "Student Grant").

Pursuant to the Secretary's authority under the CARES Act and associated with the coronavirus emergency, as stated in Proclamation 9994 of March 13, 2020, "Declaring a National Emergency Concerning the Novel Coronavirus Disease (COVID-19) Outbreak," *Federal Register* Vol. 85, No. 53 at 15337-38 (hereinafter "Proclamation of National Emergency"), the Secretary and Recipient agree as follows:

1. The Secretary will provide Recipient an award for Recipient's Expenses and Student Grants under Section 18004(a)(2) of the CARES Act.
2. Recipient agrees that the amount of the award is the full amount that Recipient may receive under Section 18004(a)(2) of the CARES Act.
3. Although the CARES Act does not require Recipient to use at least 50% of this award for grants to students (as is required under funds received under Section 18004(a)(1) and Section 18004(c) of the CARES Act), the Secretary urges Recipient to devote the maximum possible amount of the award to Student Grants, including some or all of the award that a Recipient may use for Recipient's Expenses, especially if Recipient has a significant endowment or other resources at its disposal. The Secretary urges Recipient to take strong measures to ensure that Student Grants are made to the maximum extent possible.

4. In consideration for the award and as conditions for its receipt, Recipient warrants, acknowledges, and agrees that:

(a) The funds shall be used solely for the purposes authorized in Section 18004(a)(2) of the CARES Act.

(b) Recipient must submit this Certification and Agreement on or before August 1, 2020 through the website, grants.gov (<https://www.grants.gov>).

(c) Consistent with Section 18006 of the CARES Act, Recipient agrees that to the greatest extent practicable, Recipient will pay all of its employees and contractors during the period of any disruptions or closures related to the coronavirus. The Department would not consider the following to constitute Recipient's Expenses and, therefore, would not view them as allowable expenditures: senior administrator and/or executive salaries, benefits, bonuses, contracts, incentives; stock buybacks, shareholder dividends, capital distributions, and stock options; and any other cash or other benefit for a senior administrator or executive.

(d) Recipient's Expenses must have been first incurred on or after March 13, 2020, the date of the Proclamation of National Emergency.

(e) If Recipient is a Historically Black College and University or a Minority Serving Institution, then consistent with Section 18004(d)(2) of the CARES Act, Recipient may use prior awards provided under Titles III, V, and VII of the HEA to prevent, prepare for, and respond to coronavirus. Should Recipient avail itself of this flexibility, it must maintain appropriate records and cost documentation as required by 2 CFR 200.302 and 2 CFR 200.333 to separately account for prior award funds used to prevent, prepare for, and respond to coronavirus.

(f) Recipient will comply with all reporting requirements including those in Section 15011(b)(2) of Division B of the CARES Act and submit required quarterly reports to the Secretary, at such time and in such manner and containing such information as the Secretary may reasonably require (See also 2 CFR 200.327-200.329). The Secretary may require additional reporting in the future under Sections 15011(b)(2) and Section 18004(e), including but not limited to reporting on the use of the award for Recipient's Expenses, demonstrating such use was in accordance with Section 18004(a)(2), accounting for the amount of reimbursements to Recipient for costs related to refunds made to students for housing, food, or other components of the student's cost of attendance that Recipient could no longer provide, and describing any internal controls Recipient has in place to ensure that funds were used for allowable purposes and in accordance with cash management principles. For grants made to students, the Recipient should maintain records on how grants were distributed to students, how the amount of each grant was calculated, and any instructions or directions given to students about the grants. Recipient also should maintain records on the amount of each grant awarded to each student for production only upon the request of a federal agency.

(g) Recipient shall comply with all requirements in Attachment A to this Certification and Agreement.

(h) Recipient shall promptly and to the greatest extent practicable use the award for Recipient's Expenses and Student Grants by one year from the date of this Certification and Agreement, and document its efforts to do so as part of the report specified in subsection (e) above.

(i) Recipient shall cooperate with any examination of records with respect to the award for Recipient's Expenses and Student Grants by making records and authorized individuals available when requested, whether by (i) the U.S. Department of Education and/or its Inspector General; or (ii) any other federal agency, commission, or department in the lawful exercise of its jurisdiction and authority.

(j) Recipient's failure to comply with this Certification and Agreement, its terms and conditions, and/or all relevant provisions and requirements of the CARES Act or any other applicable law may result in Recipient's liability under the False Claims Act, 31 U.S.C. § 3729, *et seq.*; OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 CFR part 180, as adopted and amended as regulations of the Department in 2 CFR part 3485; 18 USC § 1001, as appropriate; and all of the laws and regulations referenced in Attachment A, which is incorporated by reference hereto.

RECIPIENT or Authorized Representative of Recipient

OPEID Number

DATE

Thomas W Krise
2020.05.01 12:29:25 +10'00'

[REDACTED]

**Attachment A to Recipient's Certification and Agreement
for an Award under Section 18004(a)(2) of the
Coronavirus Aid, Relief, and Economic Security (CARES) Act**

Recipient assures and certifies the following:

- Recipient will comply with all applicable assurances in OMB Standard Forms 424B and D (Assurances for Non-Construction and Construction Programs), including the assurances relating to the legal authority to apply for assistance; access to records; conflict of interest; nondiscrimination; Hatch Act provisions; labor standards; Single Audit Act; and the general agreement to comply with all applicable Federal laws, executive orders and regulations.
- With respect to the certification regarding lobbying in Department Form 80-0013, no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making or renewal of Federal grants under this program; Recipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," when required (34 C.F.R. Part 82, Appendix B); and Recipient will require the full certification, as set forth in 34 C.F.R. Part 82, Appendix A, in the award documents for all subawards at all tiers.
- Recipient will comply with the provisions of all applicable acts, regulations and assurances; the following provisions of Education Department General Administrative Regulations (EDGAR) 34 CFR parts 75, 77, 79, 81, 82, 84, 86, 97, 98, and 99; the OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 CFR part 180, as adopted and amended as regulations of the Department in 2 CFR part 3485; and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR part 200, as adopted and amended as regulations of the Department in 2 CFR part 3474.

Paperwork Burden Statement

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. The valid OMB control number for this information collection is 1840-0843. The time required to complete this information collection is estimated to be 2,561 total burden hours. If you have any comments concerning the accuracy of the time estimate or suggestions for improving this form, please write to: Hilary Malawer, 400 Maryland Avenue, SW. Washington, D.C. 20202.

**American Rescue Plan Act of 2021
Supplemental Agreement (ALN 84.425F) ((a)(1) Institutional Portion)**

SUPPLEMENTAL GRANT FUNDS FOR INSTITUTIONS

The terms, conditions, and requirements governing your institution's (Recipient's) use of these supplemental grant funds awarded pursuant to section 2003 of the American Rescue Plan Act of 2021 (ARP) (Pub. L. 117-2) (supplemental award or grant) by the U.S. Department of Education (Department) are governed by section 2003 of the ARP and section 314 of the Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (CRRSAA) (Pub. L. 116-260) and the following terms and conditions of this Supplemental Agreement.

BY DRAWING DOWN THESE GRANT FUNDS, YOU AGREE TO BE BOUND BY THE CONDITIONS SET FORTH ON BEHALF OF THE INSTITUTION YOU REPRESENT, AND YOU WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THE INSTITUTION TO THE FOLLOWING CONDITIONS:

Use of Supplemental Grant Funds:

1. Under section 314(c) of the CRRSAA, Recipient, an institution of higher education as defined in section 101 or 102(c) of the Higher Education Act of 1965, as amended (HEA), 20 USC § 1001 or 1002(c), may use these supplemental grant funds for Recipient's Institutional Costs to defray expenses associated with coronavirus (including lost revenue, reimbursement for expenses already incurred, technology costs associated with a transition to distance education, faculty and staff trainings, and payroll) and make additional emergency financial grants to students, which may be used for any component of the student's cost of attendance or for emergency costs that arise due to coronavirus, such as tuition, food, housing, health care (including mental health care), or child care.
2. Under section 2003(5) of the ARP, Recipient must use a portion of their institutional funds received under this supplemental award to (a) implement evidence-based practices to monitor and suppress coronavirus in accordance with public health guidelines and (b) conduct direct outreach to financial aid applicants about the opportunity to receive a financial aid adjustment due to the recent unemployment of a family member or independent student, or other circumstances, described in section 479A of the HEA (20 USC § 1087t).
3. Recipient may, but is not required to, use funds designated for Recipient's Institutional Costs to provide additional emergency financial aid grants to students. If Recipient chooses to use these grant funds designated for Recipient's Institutional Costs to provide additional emergency financial aid grants to students, then those funds are subject to the requirements described in the ARP Supplemental Grant Funds for Students Agreement.
4. The Secretary urges Recipient to devote the maximum amount of funds possible to emergency financial aid grants to students, including some or all of the funds allocated for Recipient's Institutional Costs. The Secretary urges Recipient to take strong measures

to ensure that emergency financial aid grants to students are made to the maximum extent possible.

5. Recipient acknowledges that no supplemental grant funds may be used to fund construction; acquisition of real property; contractors for the provision of pre-enrollment recruitment activities; marketing or recruitment; endowments; capital outlays associated with facilities related to athletics, sectarian instruction, or religious worship; senior administrator or executive salaries, benefits, bonuses, contracts, incentives; stock buybacks, shareholder dividends, capital distributions, and stock options; or any other cash or other benefit for a senior administrator or executive.
6. Recipient acknowledges that it may voluntarily decline all or a portion of its ARP (a)(1) institutional funds. The recipient may indicate this by submitting the Voluntary Decline of HEERF form (OMB Control Number 1840-0856) to the Department by August 11, 2021. Recipient further acknowledges if it submits this form, it will be ineligible for the future redistribution of ARP HEERF grant funds to other institutions with greater needs due to the coronavirus.

Grant Administration:

7. Recipient acknowledges that consistent with 2 CFR § 200.305, it must minimize the time between drawing down funds from G5 and paying incurred obligations (liquidation). Recipient further acknowledges that if it draws down funds and does not pay the incurred obligations (liquidates) within 3 calendar days it may be subject to heightened scrutiny by the Department, Recipient's auditors, and/or the Department's Office of the Inspector General (OIG). Recipient further acknowledges that returning funds pursuant to mistakes in drawing down excessive grant funds in advance of need may also be subject to heightened scrutiny by the Department, Recipient's auditors, and/or the Department's OIG. Finally, Recipient acknowledges that it must maintain drawn down grant funds in an interest-bearing account, and any interest earned on all Federal grant funds above \$500 (all Federal grants together) during an institution's fiscal year must be returned (remitted) to the Federal government via a process described here:
<https://www2.ed.gov/documents/funding-101/g5-returning-interest.pdf>.
8. Recipient may charge indirect costs to supplemental funds made available under this award consistent with its negotiated indirect cost rate agreement. If Recipient does not have a current negotiated indirect cost rate with its cognizant agency for indirect costs, it may appropriately charge the *de minimis* rate of ten percent of Modified Total Direct Costs (MTDC) under 2 CFR § 200.414. Recipient may also charge reasonable direct administrative costs to the supplemental funds made available under this award.
9. Recipient acknowledges that any obligation under this grant (pre-award costs pursuant to 2 CFR § 200.458) must have been incurred on or after March 13, 2020, the date of the declaration of a National Emergency Concerning the Novel Coronavirus Disease (COVID-19) Outbreak (85 FR 15337).

10. Recipient must promptly and to the greatest extent practicable expend all grant funds from this award within the one-year period of performance (2 CFR § 200.77) specified in Box 6 of this Grant Award Notification (GAN).
11. Recipient must, to the greatest extent practicable, continue to pay its employees and contractors during the period of any disruptions or closures related to coronavirus pursuant to section 315 of the CRRSAA.
12. Recipient acknowledges that its failure to draw down any amount (\$1 or more) of its supplemental grant funds within 90 days of the date of this supplemental award will constitute nonacceptance of the terms, conditions, and requirements of this Supplemental Agreement and of these supplemental grant funds. In such event, the Department, in its sole discretion, may choose to deobligate these supplemental grant funds or take other appropriate administrative action, up to and including terminating the grant award pursuant to 2 CFR § 200.340.

Reporting and Accountability:

13. Recipient must promptly and timely provide a detailed accounting of the use and expenditure of the funds provided by this supplemental award in such manner and with such frequency as the Secretary may require.
14. Recipient must comply with all requirements of the Single Audit Act Amendments of 1996, 31 USC § 7501, et seq. (Single Audit Act) and all applicable auditing standards. Considering that the HEERF grant program is a new program not previously audited or subjected to Department oversight, and the inherent risk that comes with a new program, the Department strongly suggests that the HEERF grant program be audited as a major program in the first fiscal year(s) that the institution received a HEERF grant.
15. Recipient acknowledges it is under a continuing affirmative duty to inform the Department if Recipient is to close or terminate operations as an institution or merge with another institution. In such cases, Recipient must promptly notify in writing the assigned education program officer contact in Box 3. Additionally, Recipient must promptly notify the assigned education program officer if the Recipient's Authorized Representative changes.
16. Recipient must cooperate with any examination of records with respect to the advanced funds by making records and authorized individuals available when requested, whether by (a) the Department and/or its OIG; or (b) any other Federal agency, commission, or department in the lawful exercise of its jurisdiction and authority. Recipient must retain all financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award for a period of three years from the date of submission of the final expenditure report pursuant to 2 CFR § 200.334.
17. Recipient acknowledges that failure to comply with this Supplemental Agreement, its terms and conditions, and/or all relevant provisions and requirements of the CRRSAA or

ARP or any other applicable law may result in Recipient's liability under the False Claims Act, 31 USC § 3729, et seq.; OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 CFR part 180, as adopted and amended as regulations of the Department in 2 CFR part 3485; 18 USC § 1001, as appropriate; and all of the laws and regulations referenced in the "Applicable Law" section of this Supplemental Agreement, below.

Applicable Law:

18. Recipient must comply with all applicable assurances in OMB Standard Forms (SF) SF-424B and SF-424D (Assurances for Non-Construction and Assurances for Construction Programs), including the assurances relating to the legal authority to apply for assistance; access to records; conflict of interest; nondiscrimination; Hatch Act provisions; labor standards; Single Audit Act; and the general agreement to comply with all applicable Federal laws, executive orders, and regulations.
19. Recipient certifies that with respect to the certification regarding lobbying in Department Form 80-0013, no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making or supplementing of Federal grants under this program; Recipient must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," when required (34 CFR part 82, Appendix B).
20. Recipient must comply with the provisions of all applicable acts, regulations and assurances; the following provisions of *Education Department General Administrative Regulations* (EDGAR) 34 CFR parts 75, 77, 81, 82, 84, 86, 97, 98, and 99; the *OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)* in 2 CFR part 180, as adopted and amended as regulations of the Department in 2 CFR part 3485; and the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* in 2 CFR part 200, as adopted and amended as regulations of the Department in 2 CFR part 3474.