



Jerrick Hernandez <jhernandez@guamopa.com>

In the Appeal of Pacific Data Systems

Claire Pollard <cpollard@rwtguam.com>
To: Jerrick Hernandez <jhernandez@guamopa.com>
Cc: "Joshua D. Walsh" <jdwalsh@rwtguam.com>

Wed, Jul 14, 2021 at 4:45 PM

Dear Mr. Hernandez:

Please see the attached **Notice of Appeal** below in regards to *GDOE IFB 027-2021*. Should you have any questions concerns, please feel free to contact our office. Thank you.

--

Regards,
Claire Pollard

RAZZANO WALSH & TORRES, P.C.

139 Murray Blvd. Ste. 100

Hagatna, Guam 96910

(T): 989-3009

(F): 989-8750



7.14.21 Notice of Appeal Re GDOE IFB 027-2021.pdf
9532K

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PROCUREMENT APPEAL OF DENIAL OF PROCUREMENT PROTEST
IN THE OFFICE OF PUBLIC ACCOUNTABILITY

PART I.

In the Appeal of

Pacific Data Systems, Inc. (PDS),

Appellant.

DOCKET NO. OPA-PA- 21-004

NOTICE OF APPEAL

RECEIVED
OFFICE OF PUBLIC ACCOUNTABILITY
PROCUREMENT APPEALS

DATE: 7/14/2021

TIME: 4:46 AM PM BY: Jeff via Email

FILE NO OPA-PA: 21-004

PART II: APPELLANT INFORMATION

Appellant's Name	Pacific Data Systems, Inc. (PDS)
Appellant's Mailing Address	185 Ilipog Drive, Suite 204A, Tamuning, Guam 96913
Appellant's Business Address	185 Ilipog Drive, Suite 204A, Tamuning, Guam 96913
Appellant Representative's Direct Email Address	John@pdsguam.com

Appellant is represented by legal counsel in this appeal. For purposes of this appeal, please direct correspondence to Pacific Data Systems, Inc. ("PDS") counsel, Joshua D. Walsh of Razzano Walsh & Torres, P.C.

Counsel's Mailing Address	139 Murray Blvd. Ste. 100, Hagatna, Guam 96910
Counsel's Telephone	671-989-3009
Counsel's Facsimile	671-989-8750
Counsel's Direct Email Address	jdwalsh@rwtguam.com

PART III: APPEAL INFORMATION

- A. Purchasing Agency: Guam Department of Education ("GDOE").
- B. Solicitation Number: GDOE IFB 027-2021 for Telecommunication Service – Plain Old Telephone Services (POTS)
- C. The Decision being appealed was provided to the Appellant on June 29, 2021. The Decision was made by the Supply Management Administrator, Ms. Carmen T. Charfauros.
- D. This Appeal is made from the Denial of Procurement Protest on Award provided to PDS on June 29, 2021.
- E. The name of the only competing offeror known to Appellant is: Teleguam Holdings LLC ("GTA").

PART IV: STATEMENT OF GROUNDS FOR APPEAL

A. THE GROUNDS FOR APPEAL

1. Relevant Procedural and Factual History

The Guam Department of Education (“GDOE”) issued the above Invitation for Bid procurement on April 28, 2021.¹ On May 27, 2021, 2 bidders, Pacific Data Systems, Inc. (“PDS”) and Teleguam Holdings LLC (“GTA”) submitted bids in response to the GDOE Bid invitation. GDOE conducted a public opening of the bids, and summarized the results of that bid opening in a Bid Abstract.² On June 4, 2021, GDOE PDS a Bid Status and Award Notification.³ Because the prices submitted by offeror GTA were submitted in violation of law, and because GTA could not meet the performance dates specified with the agency, PDS submitted a protest on June 10, 2021, of the award notice designating GTA for award.⁴ On June 29, 2021, the Agency denied the protest.⁵ This appeal to the OPA followed.

2. DOE’s Protest Decision is Flawed, in that DOE did not substantively engage with the merits of PDS’s protest regarding GTA’s price.

GDOE’s June 29, 2021, denial of PDS’s protest did not substantively address the allegations that GTA had submitted a price that was barred by Guam law,

¹ The original Invitation for Bid, and subsequent amendments, are attached to this Notice of Appeal as **Attachment A**.

² The Bid Abstract is attached to this Notice of Appeal as **Attachment B**.

³ The Bid Status form is attached to this Notice of Appeal as **Attachment C**. The Award Notification of June 4, 2021, is attached to the Notice of Appeal as **Attachment D**.

⁴ PDS’s Agency level protest is attached to this Notice of Appeal as **Attachment E**.

⁵ The GDOE Protest Denial of June 29, 2021, is attached to this Notice of Appeal as **Attachment F**.

violative of the Guam Telecommunications Act, and subject to the GTA General Exchange Tariff approved by the by the Guam Public Utility Commission (GPUC). Rather, DOE demurred on the issue, and explained that “GDOE does not have that authority to enforce and investigate allegations and violations of the [telecommunications] act...” GDOE is wrong to have not engaged with the issue.

3. An Award to GTA based upon the price offered by GTA would violate Guam law. Because of this, GTA is a non-responsible and non-responsive bidder.

The services proposed under this procurement by GTA are regulated by the Guam Public Utility Commission (“GPUC”) and subject to the Guam Telecommunications Act. *See Generally* Chapter 12, 12 G.C.A. These services are also subject to the GTA General Exchange Tariff approved by the GPUC. *See*, 12 G.C.A. §12206. The pricing proposed by GTA in this procurement does not conform to the GTA tariff filed and approved by the GPUC for these services.⁶ GTA’s submission of a bid price that violates its established tariff violates the law, and more specifically violates the requirements of the IFB that requires all bidders to comply with all applicable “laws and regulations.”⁷ To be certain, it does not matter that GTA has violated its pricing tariff by departing downward from it, as the Telecommunications Act specifically prevents a regulated entity like GTA from unilaterally charging less than the tariff. *See*, 12 G.C.A. § 12206 (c)(1) (“Unless otherwise ordered by the Commission or provided by or under authority of this Article, no telecommunications

⁶ The GTA Tarriff for services provided under this procurement — Plain Old Telephone Services — is attached to this Notice of Appeal as **Attachment G**.

⁷ IFB Proposed Contract, pg. 8.

company shall (1) charge, demand, collect or receive a greater or less or different compensation for such service than the charges specified in its tariffs”)

- 4. An Award to GTA based upon the price offered by GTA would allow GTA to provide an anti-competitive bid price. Because of this, GTA is a non-responsible and non-responsive bidder.**

Guam’s telecommunications Act mandates that GTA shall not “engage in any anti-competitive act or practice” when providing telecommunications services. *See* 12 G.C.A. §12205(d). GTA’s offer to DOE of a price that is artificially deflated and that lies below GTA’s established tariff rate constitutes an intentional anti-competitive act meant to drive PDS from the marketplace. That price submission violates the law and GTA’s bid should therefore have been rejected.

- 5. DOE did not substantively engage with whether or not GTA’s price submission violates Guam law and does not properly reflect the Gross Receipts Tax/Business Privilege Tax.**

PDS’s agency level protest informed GDOE that GTA has been targeted by a civil action brought the Office of the Attorney General of Guam for deceptively passing along the increased costs of Guam’s Gross Receipts Tax/Business Privilege Tax to customers “as an illegal surcharge over and above the price of goods represented to consumers.” Complaint, CV0217-21 (Superior Court of Guam, February 26, 2021), at 1. ⁸ GTA's surcharges for the POTS circuits on the bid form in this procurement similarly does not breakout the individual charges, which may include the Gross Receipts Tax/Business Privilege Tax. As such, the form of GTA’s bid submission violates the law, and should have been rejected. At a minimum, GDOE

⁸ The complaint in CV0217-21 is attached to this Notice of appeal as **Attachment H**.

should have engaged with the matter, and provided a more substantive response than merely averring that the bid form does not have a space for such a breakdown. Given GTA's alleged deceptive pricing behavior, DOE should have satisfied itself that the price quoted by GTA does not, as it has done with other consumers, deceptively include the GRT as an improper surcharge.

6. DOE committed an error in ignoring its specification on when services should commence.

PDS's agency level protest informed DOE that GTA could not meet the July 1 services start date, and as such, GTA would be non-responsive to that bid specification and lack the responsibility to perform. DOE responded in its protest decision that July 1 was not a specified start date, but rather was a date that services could not start before. GDOE is in error, as DOE specified and subsequently clarified that services must begin "on and no earlier" than July 1, 2021. Though GDOE did not provide PDS with copies of the GTA Technical proposal that describes the GTA plan for installing the proposed services, PDS is aware of the timelines required to install the required services at each of the GDOE locations and also to transfer the existing GDOE numbers from the PDS network to the GTA network. At the time of bidding, GTA could not meet a performance timeline demanding that services start on July 1, 2021. As such, GTA's could not responsibly perform the requirements of the IFB, and its bid should have been rejected.

B. RULING Requested

PDS respectfully requests that the Office of Public Accountability Order the following:

- (1) That DOE must disqualify GTA from eligibility for Award under this IFB, as GTA's price proposal violates Guam's Telecommunications Act, and as such was non-responsive to the IFB;
- (2) That DOE must disqualify GTA from eligibility for Award under this IFB, as GTA could not have, as a responsible offeror, begun service as specified by the agency on July 1, 2021;
- (3) That DOE must determine GTA to be a non-responsible offeror given GTA's anti-competitive actions at submitting artificially deflated pricing in violation of Guam law;
- (4) That DOE must disqualify GTA from eligibility for Award under this IFB, as GTA's price proposal improperly conceals the costs of Guam's Gross Receipts Tax/Business Privilege Tax to customers "as an illegal surcharge over and above the price of goods represented to consumers" as similarly alleged in Superior Court of Guam action CV0217-21; and
- (5) That DOE award GDOE 027-2021 to PDS as the lowest priced responsive and responsible bidder to the IFB.

C. SUPPORTING EXHIBITS, EVIDENCE OR DOCUMENTS

Submitted with this appeal are the following supporting exhibits, evidence, and documents:

- (1) The original Invitation for Bid, and subsequent amendments is attached as **Attachment A**.
- (2) The Bid Abstract is attached as **Attachment B**.
- (3) The Bid Status form is attached as **Attachment C**.
- (4) The Award Notification of June 4, 2021, is attached as **Attachment D**.
- (5) PDS's Agency level protest is attached as **Attachment E**.
- (6) The GDOE Protest Denial of June 29, 2021, is attached as **Attachment F**.
- (7) The GTA Tarriff for services provided under this procurement is attached as **Attachment G**.

(8) The complaint in CV0217-21 is attached as **Attachment H**.


PDS anticipates providing further documentation to substantiate its claims as GDOE submits the full contracting procurement record to the OPA, and allows PDS to review the procurement record in full.

PART V: DECLARATION RE COURT ACTION

Pursuant to 5 G.C.A. 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 knowledge, no case or action concerning the subject of this Appeal has been commenced in court, other than Superior Court of Guam action CV 0217-21 alleging deceptive pricing practices by GTA. 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.

Respectfully submitted this 14th day of July, 2021.

RAZZANO WALSH & TORRES, P.C.

By: 
JOSHUA D. WALSH
Attorneys for Appellant
Pacific Data Systems

ATTACHMENT A

TELECOMMUNICATION SERVICE –
DIGITAL TRANSMISSION SERVICES
(DTS)



Invitation for Bid

No. 028-2021

Guam Department of Education

Supply Management Office

501 MARINER AVENUE, SUITE 116

BARRIGADA, GUAM 96913

T: +1 (671) 475-0438 / +1 (671) 300-1581

F: +1 (671) 472-5001

www.gdoe.net/District/Department/12-

Office-of-Supply-Management

A handwritten signature in black ink, reading "C. Charfauros".

CARMEN T. CHARFAUROS

Supply Management Administrator

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Section 1 - INVITATION FOR BID (IFB) TIMELINE

1.1. INVITATION FOR BID (IFB) TIMELINE

<u>DATE</u>	<u>ACTIVITY</u>	<u>TIME</u>
Wednesday, April 28, 2021	IFB Issuance	8:00 a.m Chamorro Standard Time (ChST)
Friday, April 30, 2021	Deadline for Request to Hold Pre-Bid Conference	3:00 p.m. Chamorro Standard Time (ChST)
Wednesday, May 05, 2021	Deadline for Submission of Written Questions	3:00 p.m. Chamorro Standard Time (ChST)
Wednesday, May 12, 2021	Deadline for GDOE Response to Written Questions	5:00 p.m. Chamorro Standard Time (ChST)
Thursday, May 20, 2021	Deadline for Submission	10:00 a.m. Chamorro Standard Time (ChST)
Thursday, May 20, 2021	Public Bid Opening (via video conference)	11:30 a.m. Chamorro Standard Time (ChST)

Invitation for Bid (IFB) packages may be obtained at the GDOE’s Office of Supply Management in Barrigada, Guam between 8:00 a.m. and 5:00 p.m. from Monday through Friday, excluding holidays. The IFB may also be downloaded at the GDOE’s website at www.gdoe.net/District/Department/12-Office-of-Supply-Management. Deadline for submission of all bids is 10:00 a.m. Chamorro Standard Time (ChST), Thursday, May 20, 2021. A non-refundable fee of \$10.00 (cash only) is required upon hard copy pick-up.

Section 2 - PROJECT DESCRIPTION

2.1. PROJECT TITLE

GDOE IFB 028-2021 TELECOMMUNICATION SERVICE – DIGITAL TRANSMISSION SERVICES (DTS)

2.2. PURPOSE

The Guam Department of Education (GDOE) is seeking a vendor that is capable in providing Digital Transmission Services (DTS) for voice connectivity at GDOE schools and Central offices. The digital transmission services required are Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI), Fractional ISDN PRI, Session Initiation Protocol (SIP) Trunks, and Direct Inward Dialing (DID) a telephone service component for direct station calling into the public schools and offices.

The GDOE is currently deploying the use of ISDN PRI circuits and SIP trunks for voice connectivity at the GDOE schools and central offices – NOC. In addition, the GDOE is currently using 3550 DID number for direct station calling into the Shoretel PBX system.

GDOE may consider deploying Fractional ISDN PRI circuits if it fits the DTS needs of the school and it is the most cost effective options.

2.3. PROJECT DESCRIPTION

- 2.3.1. The Bidder shall be able to provide the ISDN PRI circuits for voice connectivity at the GDOE schools and central offices and the Public Switched Telephone Network (PSTN).
 - 2.3.1.1. The Bidder must describe the service, the equipment necessary to utilize the service, the type of connectivity (voice, video and/or data), options if any, and the provisioning of the service to include install time, installation costs, equipment costs and any other associated cost for provisioning this service.
- 2.3.2. The Bidder shall be able to provide SIP Trunk services for voice connectivity.
 - 2.3.2.1. The Bidder must describe the service, the equipment necessary to utilize the service, the type of connectivity (video and/or data), options if any, and the provisioning of the service to include installation costs, equipment costs and any other associated cost for the provisioning of this service.
- 2.3.3. The Bidder shall be able to provide Fractional ISDN PRI for voice connectivity at the GDOE schools and central offices and the Public Switched Telephone Network.
 - 2.3.3.1. The Bidder must describe the service, the equipment necessary to utilize the service, the type of connectivity (voice, video and/or data), options if any, and the provisioning of the service to include installation costs, equipment cost and any other associated cost for the provisioning of this service.
 - 2.3.3.2. GDOE may consider the deployment of Fractional ISDN PRI circuits if it is the most cost effective solution that meets the digital transmission needs for the public schools and offices.
 - 2.3.3.2.1. The fractional PRI increments are:
 - 2.3.3.2.1.1. Fractional ISDN PRI (8B+1D)
 - 2.3.3.2.1.2. Fractional ISDN PRI (12B+1D)
 - 2.3.3.2.1.3. Fractional ISDN PRI (16B+1D)
- 2.3.4. The Bidder must be able to exchange voice call between the PSTN and the GDOE voice network.
- 2.3.5. The Bidder shall provide ISDN PRI circuits and SIP trunks to GDOE schools and Central Office Network Operation Center (NOC) - FSAIS. The list of sites, its address, and the description for the required DTS at the sites are listed in the **ATTACHMENT A**.
 - 2.3.5.1. GDOE reserves the right to increase or decrease the quantity of digital transmission services for the term of the awarded contract.
 - 2.3.5.2. GDOE reserves the rights to substitute the digital transmission service deployed to public schools and central offices for the duration of the contract's term.
 - 2.3.5.2.1. Any substitution or changes to the DTS per site will be based on the awarded Bid Form prices.
- 2.3.6. The Bidder shall have the capacity to provision additional digital transmission services in the event that it is needed at the public schools and/or central offices.
- 2.3.7. The Bidder shall provide the DTS to the network Main Distribution Frame (MDF) at the schools and central office NOC.
- 2.3.8. The Bidder shall provide digital transmission service that is capable to pass long-distance calls to LD carrier circuits selected by GDOE.
 - 2.3.8.1. The Bidder shall ensure the Calling Party ID is passed to the carrier circuits.
- 2.3.9. The Bidder shall provide a two (2) hours maximum of energy source to deliver digital transmission services in the event of a power outage.

- 2.3.10. The Bidder shall provide Direct Inward Dialing (DID) service to the ShoreTel PBX Systems that are in the schools and central offices.
 - 2.3.10.1. DID must be configurable on the ISDN PRI, Fractional PRI, and/or SIP Trunks to the ShoreTel PBX Systems.
 - 2.3.10.2. The Bidder shall provide 3550 DID numbers.
 - 2.3.10.3. The Bidder shall have the capacity to provision additional DID numbers in the event that GDOE requires additional DID numbers.
 - 2.3.10.3.1. The Bidder shall provide the DID in block of 50 numbers.
 - 2.3.10.4. GDOE reserve the right to increase or decrease the quantity of DID numbers for the duration of the contract's term.
 - 2.3.10.5. The Bidder shall use the current DID numbers that are assigned to the schools and offices.
- 2.3.11. The Bidder shall provide the ability to receive a reported service problem via local or toll free number, email, and/or website on 7x24 basis.
- 2.3.12. The Bidder must be able to be onsite to troubleshoot the reported service problem within two (2) hours during the working day and within 4 hours after working hours, weekends, and holidays after trouble call is placed.
 - 2.3.12.1. The problem must be resolved within 24 hours from the time of notification.
 - 2.3.12.2. If the problem is not resolved in this time frame, the Bidder shall then be assessed a \$100 penalty per day per site and billing will ceased for the affected sites until services is restored.
- 2.3.13. The Bidder shall provide an update to GDOE during the assessment phase of the problem and again at the end of the business day.
 - 2.3.13.1. Following the resolution to a problem, the Bidder must provide a detailed technical statement of the problem, including the total time it took to resolve a problem.
- 2.3.14. Bidder must provide daily updates on all pending trouble tickets via email to the designated GDOE personnel.
- 2.3.15. The successful Bidder shall facilitate the transition of the digital transmission services with the incumbent service provider for a seamless continuation of service.
- 2.3.16. The successful Bidder at the end of its contract term shall collaborate with GDOE and the newly awarded service provider to ensure that services are not interrupted in the transition phase.
- 2.3.17. Risk of loss for the lease services resulting from Typhoons, Earthquake, Lightning, Fire, or other acts either by man or God shall be borne by the awarded vendor at no additional cost to GDOE in restoring services to the affected sites.

2.4. ADDITIONAL REQUIREMENTS

- 2.4.1. The purchase order and/or contract will be awarded for a period of 3 years with the option for a two (2) additional one-year extensions.
- 2.4.2. Products or services must be delivered no earlier than July 01, 2021.
- 2.4.3. A \$100 penalty per day per site will be assessed for each day the Digital Transmission Service is not provided on and after July 01, 2021.

2.5. PERSON'S RESPONSIBLE FOR DRAFTING SPECIFICATIONS

Vince Dela Cruz, Data Processing Manager, GDOE

Section 3 - GENERAL INSTRUCTIONS AND GENERAL INFORMATION

3.1. GENERAL INSTRUCTIONS

Bid submissions that do not comply with the instructions contained in this section and throughout this IFB may, at the discretion of GDOE, be deemed nonresponsive and disqualified from consideration for award.

3.1.1. COMMUNICATION REGARDING THE IFB

ANY CORRESPONDENCE OR COMMUNICATION BY A POTENTIAL BIDDER WITH GDOE MUST BE MADE IN WRITING VIA EMAIL ADDRESSED TO KATHRINA O. BAYSON, BUYER SUPERVISOR II AT kobayson@gdoe.net or BY FACSIMILE AT 671-472-5001 OR BY HAND DELIVERY AT THE GDOE SUPPLY MANAGEMENT OFFICE. ALL WRITTEN COMMUNICATIONS MUST REFERENCE IFB 028-2021 IN THE SUBJECT OR REFERENCE LINE.

3.1.2. ALL OR NONE

This solicitation is an ALL OR NONE BID and bids will be evaluated based on the lump sum price required in the bid form for this IFB. GDOE will not make itemized awards under this IFB. Requests for itemized pricing may be made by GDOE for the purpose of establishing unit prices for change orders that may be made to the Project.

3.1.3. ACCEPTABLE FORMAT OF BIDS

Bids submitted in response to this IFB must be made in writing and on the bid form(s) contained in this IFB. For each bid, bidders should submit one (1) original and two (2) copies for a total of three (3) documents. Bidders should also submit two (2) compact discs (CD) or USB flash drives containing a complete electronic copy of the bid submittal. The bid should be submitted in a sealed envelope and delivered to the address listed in **Section 3.1.4 – TIME AND DATE FOR RECEIPT OF BIDS**.

The bid envelope should be plainly marked as follows:

The Guam Department of Education Invitation for Bid No. 028-2021
Bidder's Name: _____
Bidder's Address: _____
Submittal Date: ____ / ____ / ____
Submittal Time: ____:____ a.m./p.m.
Attention: KATHRINA O. BAYSON BUYER SUPERVISOR II

3.1.4. TIME AND DATE FOR RECEIPT OF BIDS

Bids must be received by GDOE no later than:

TIME: **10:00 a.m.** Chamorro Standard Time (ChST)

DATE: **Thursday, May 20, 2021**

The GDOE Supply Management Office maintains the OFFICIAL TIME in this regard. Bids may be submitted any time before the deadline for receipt of bids.

Bids received past the time indicated above, AS IT IS INDICATED IN THE SUPPLY MANAGEMENT OFFICE, will not be considered for award.

If delivered via hand delivery, United States Postal Service, Federal Express, DHL, or other courier service, bids must be delivered to the following mailing/physical address:

MAILING/PHYSICAL ADDRESS: Guam Department of Education, Supply Management Office
Re: IFB No. 028-2021
501 MARINER AVENUE, SUITE 116
BARRIGADA, GUAM 96913-1608

Due to the current COVID-19 pandemic, proper safety protocols must be adhered to. If the bid submission will be hand-delivered, delivery will be conducted via **CURB-SIDE DROP OFF between Monday, May 17, 2021 through Wednesday, May 19, 2021, 9:00 a.m. to 3:00 p.m. and Thursday, May 20, 2021, 8:30 a.m. to 9:45 a.m. (15 minute intervals)**

To schedule curb-side drop off, please email kobayson@gdoe.net and procurement@gdoe.net with your requested date/time slot at least two (2) working days before the requested date. GDOE will then confirm the schedule or, if already taken, provide other time slot options. Please provide a description of your vehicle and the name of the individual that will be dropping off the bid submission.

All Bidders are expected to follow proper safety procedures, which include, but are not limited to:

- Individual is expected to sanitize hands prior to the exchange.
- Face Mask / Shield must be properly worn AT ALL TIMES during the transaction.
- Individual must remain inside the vehicle until the Procurement Official signals him/her to exit the vehicle.
- Once instructed by the Procurement Official, individual must place the bid submission in the designated container.
- The Procurement Official and the individual must maintain a minimum 6-foot distance throughout the entire exchange.

3.1.5. RECEIPT AND OPENING OF BIDS

Bids sent via fax or email will not be considered. Bid shall be hand delivered or mailed at the address specified on **Section 3.1.4 - TIME AND DATE FOR RECEIPT OF BIDS**. Bids delivered through mail and received after the submission date and time will not be considered for award.

In order to adhere to social distancing requirements, **bids shall be opened publicly via video conference on the time and date specified below:**

TIME: **11:30 a.m.** Chamorro Standard Time (CHST)
DATE: **Thursday, May 20, 2021**

Bidders may access the **public bid opening** by going to the link below:

Link: <https://gdoe.zoom.us/j/96118093287>
Meeting ID: **961 1809 3287**
Password: **IFB0282021**

3.1.6. BID SUBMISSION FORM

All bids must be submitted on the Bid Form included with this IFB. Bidders may type or handwrite in ink their responses in the blank spaces provided on the bid form. Bids submitted in any other format will be deemed nonresponsive and disqualified from participation in this solicitation. **ALL SECTIONS OF THE BID FORM MUST BE FILLED IN TO BE CONSIDERED FOR AWARD.**

3.1.7. IRREVOCABLE BID PRICE

Submitted bids must remain valid for at least ninety (90) days after the deadline for submission. Once awarded, prices shall remain firm throughout the term of this bid and all renewals thereafter.

3.1.8. ALTERNATE OR MULTIPLE BIDS NOT ACCEPTED

Alternate or multiple bids will not be accepted. Any Bidder submitting alternate, multiple, or otherwise altered bid forms will be deemed nonresponsive and disqualified from this solicitation.

3.1.9. LATE BIDS NOT ACCEPTED

Bids received after the time and date specified in **Section 3.1.4 – TIME AND DATE FOR RECEIPT OF BIDS** will be considered nonresponsive and disqualified from consideration for award.

3.1.10. MODIFICATION OR WITHDRAWAL OF BIDS

Bids may be modified or withdrawn by written notice received from the Bidder prior to the time and date set for bid opening. Negligence from the Bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

3.1.11. TRADE SECRETS AND OTHER PROPRIETARY DATA

Bidder must complete and submit **GDOE Procurement Form 004** with the bid, whether or not the Bidder wishes to designate information within a bid as a Trade Secret or other Proprietary Information.

Blanket designations of confidentiality placed on the front cover of a bid will not be accepted as a valid designation of proprietary information. Every item, page, section or subsection that the Bidder wishes to designate as a trade secret or proprietary data should be listed on GDOE Procurement Form 004 and also **clearly marked** and **separable** from the remainder 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.

3.1.12. ACKNOWLEDGEMENT OF AMENDMENTS TO IFB

This IFB may not be modified unless done by an Amendment made in writing by the GDOE Supply Management Administrator. Bidders must acknowledge in writing the receipt of any amendments to this IFB. Each amendment will contain an Amendment Acknowledgement Form. For each amendment, bidders must sign the Acknowledgment Form and return the signed copy via email or fax to GDOE. Signed Acknowledgment Forms for every amendment must also be included with the bid submission. **Bidders who fail to properly submit Amendment Acknowledgment Forms may be deemed nonresponsive and disqualified from participating in this solicitation.** Other than fax and email, Amendments and Clarifications may be downloaded or accessed through the GDOE website at <https://www.gdoe.net/District/Department/12-Office-of-Supply-Management>. Prospective Bidders are solely responsible for checking the website on a daily basis.

3.1.13. PRE-BID CONFERENCE

GDOE may, at its discretion, conduct a pre-bid conference in accordance with 2 GAR Div 4 §3109(g)(4). In the event a pre-bid conference is scheduled, GDOE will announce the time and place of the conference to all prospective bidders known to have received an IFB.

Any potential bidder may submit a request for a pre-bid conference in writing to the attention of **KATHRINA O. BAYSON, BUYER SUPERVISOR II** no later than:

TIME: **3:00 p.m.** Chamorro Standard Time (ChST)
DATE: **Friday, April 30, 2021**

In the event that GDOE determines to hold a pre-bid conference, all potential bidders, that is all bidders who have requested and received an IFB packet from GDOE, will be informed of the date, time, location and requirements of the pre-bid conference. A summary or minutes of a pre-bid conference will be made available to all potential bidders.

At any pre-bid conference or site visit, GDOE may provide verbal answers to verbal questions from potential bidders. **AT NO TIME SHALL A VERBAL ANSWER BE CONSIDERED AN OFFICIAL GDOE RESPONSE.** All questions must be submitted in accordance with **Section 3.1.14 – PRE-BID WRITTEN QUESTIONS**. Only written answers may be relied upon.

3.1.14. PRE-BID WRITTEN QUESTIONS

Potential bidders may submit written questions concerning this IFB before the time and date listed below. Questions must be submitted in writing according to the instructions contained in **Section 3.1.1 – COMMUNICATION REGARDING THE IFB**. All questions and responses will be made available in writing to every potential bidder. Questions submitted after the time and date below will not be considered or answered.

Questions regarding this IFB must be received in writing by GDOE no later than:

TIME: **3:00 p.m.** Chamorro Standard Time (ChST)
DATE: **Wednesday, May 05, 2021**

3.1.15. EXPLANATION TO BIDDERS

No oral explanation in regards to the meaning of the specification will be made and no oral instructions will be given before the award of the IFB. Discrepancies, omissions, or doubts as to the meaning of the specifications should be communicated in writing to the named contact individual of GDOE for interpretation before the deadline for written questions specified in **Section 3.1.14 – PRE-BID WRITTEN QUESTIONS**. Bidders should act promptly and allow sufficient time for a reply to reach them before submission of their bid. Interpretation, if required, shall be made in the form of an amendment to the IFB, which will be forwarded to all prospective Bidders.

3.1.16. BOND REQUIREMENTS, PERFORMANCE, AND PAYMENT GUARANTEES

Pursuant to 5 GCA §5212, **A Bid Security is REQUIRED for this IFB.** A bid guarantee or bid bond in the amount of not less than fifteen percent (15%) of the bidder's total bid price must be included with the bid. The bid guarantee may be in the form of a surety bond issued by a surety company authorized to do business in Guam, or in the form of a cashier's check, a certified check or a letter of credit.

If providing a surety bond, bidders are required to **submit the Bid Bond Form - GDOE Procurement Form 001.** Bidders providing security in the form of a bank certified check or a letter of credit should submit the check or letter of credit and a copy of same with the bid submission.

Failure to comply with the security requirements of this IFB shall result in a bid being deemed nonresponsive.

Surety bonds must be signed or countersigned in Guam by a foreign or alien surety's resident general agent. The surety must be a company, authorized by the Government of Guam and qualified to do business on Guam. Bids will be disqualified if the Surety Company does not have a valid Certificate of Authority from the Government of Guam to conduct business on Guam.

3.2. GENERAL INFORMATION

3.2.1. EVALUATION FACTORS FOR AWARD

Determination of an award pursuant to this IFB will be made based on the ***lowest, most responsive and responsible bid(s).***

GDOE reserves the right to disqualify bids that are deemed to be nonresponsive, regardless of whether the bid is determined to contain the lowest price. GDOE reserves the right to waive any minor informality or irregularity in the bids received.

In determining the lowest responsive bidder, GDOE will be guided by the following evaluation factors:

- a) Price of overall performance and delivery.
- b) Responsiveness to the requirements of this IFB.

Tie Bids: In the event GDOE receives lowest responsive bids from responsible bidders that are identical in price, determination of award will be made pursuant to 2 GAR Div. 4 §3109.

3.2.2. DETERMINATION OF RESPONSIBILITY

Responsibility of a bidder will be determined in accordance with 2 GAR Div. 4 §3116. Bidders should be prepared to promptly provide to GDOE information relating to the bidder's responsibility. Such information may include but is not limited to documentation of financial, personnel, and other resources; expertise; or records of performance. Failure of a bidder to comply with a request by GDOE for information relating to responsibility may result in a determination that a bidder is not responsible and therefore disqualified from an award.

Pursuant to 5 GCA §5201(g), responsiveness of a bidder will be determined by compliance with the requirements of this IFB.

3.2.3. NOTICE OF AWARD

Bidders submitting bids in response to this IFB will be notified in writing if their bid is determined to be the lowest most responsive and responsible bid. For solicitations over \$25,000, all bidders submitting bids will be notified in writing of the successfulness or unsuccessfulness of their response to this IFB. Written notice of award will be public information and made a part of the procurement file.

A sample agreement is included in this IFB as **ATTACHMENT B.** GDOE reserves the right to alter the sample agreement as allowed by applicable law or regulation.

3.2.4. DURATION OF AWARD

The duration of this award shall be for three (3) years upon receipt of the Executed Agreement and/or purchase order but no earlier than July 1, 2021 with the option to renew for up to two (2) additional one-year periods, subject to the availability of funds and subject to the terms of this IFB and to the terms of the contract agreement.

In the event of contract cancellation due to unavailability of funds, Bidder will be reimbursed for unamortized, reasonably incurred, non-recurring costs. If contract is cancelled for lack of funds, Government will timely inform Contractor; but that neither party's rights under termination clause are affected.

3.2.5. OPTION TO RENEW

GDOE reserves the right to exercise its option to renew as specified in **Section 3.2.4 - DURATION OF AWARD** upon notification and mutual agreement/consent of both parties, and is subject to the availability of funds.

3.2.6. SPECIAL PERMITS AND LICENSES

The Bidder shall, at its own expense, procure all permits, certificates, and licenses and give all notices and necessary reports required by law for this IFB. Failure to maintain required licenses or permits shall be grounds for immediate termination of the contract.

3.2.7. CONTRACT TYPE

A Firm Fixed Price agreement will be consummated between the most responsible bidder and GDOE.

3.2.8. FUNDING SOURCE

This project is 100% locally funded.

3.2.9. DELIVERY OF GOODS

Bidder(s) who are awarded this solicitation guarantees that goods will be delivered or required services performed within the time specified. GDOE will issue a Notice to Proceed (NTP) and/or Purchase Order prior to commencement of the order.

Destination: Successful bidder(s) must deliver in accordance to the location specified on the GDOE Purchase Order.

3.2.10. METHOD OF PAYMENT

The successful Bidder shall submit invoice(s) to GDOE for payment upon **delivery of goods or required services** as defined in **Section 3.2.9 – DELIVERY OF GOODS**.

3.2.11. INSPECTION AND ACCEPTANCE OF GOODS

Bidders submitting bids in response to this IFB should be aware that GDOE will inspect and test all goods, supplies, materials or equipment delivered in response to this IFB. GDOE reserves the right to reject and, at its discretion, require replacement of those items that are determined to be defective in material, construction, workmanship, manufacturing, or performance and/or that do not conform to the specifications described in this IFB.

3.2.12. VENDOR PERFORMANCE

Bidder(s) who are awarded this solicitation may, at the discretion of GDOE, be monitored and assessed based on their performance. Vendor performance will be reviewed before, during, and after the supplies or services have been delivered or performed.

The GDOE Supply Management Administrator or his/her designee may meet periodically with the selected Bidder for the purpose of reviewing progress and providing necessary guidance to the Bidder in solving issues.

3.2.13. JUSTIFICATION OF DELAY

If the Bidder cannot comply with the completion requirement agreed upon, it is the Bidder's responsibility to advise GDOE in writing explaining the cause and reasons of the delay. GDOE may make a reasonable extension of time.

3.2.14. LIQUIDATED DAMAGES

When the Contractor is given notice of delay or nonperformance as specified in 2GAR Div 4 § 6101(8) of the Termination for Default Clause of this IFB and fails to cure in the time specified, the Contractor shall be liable for damages for delay in the amount of one-fourth of one-percent (1%) of outstanding order per calendar day from date set for cure until either the territory reasonably obtains similar supplies or services if the vendor is terminated for default, or until the vendor provides the supplies or services if the vendor is not terminated for default. To the extent that the vendor's delay or nonperformance is excused under 2GAR Div 4 § 6101(8) (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this IFB, liquidated damages shall not be due the territory. The Contractor remains liable for damages caused other than delay.

3.2.15. PHYSICAL LIABILITY

If it becomes necessary for the Vendor, either as principal, agent or employee, to enter upon the premises or property of Guam Department of Education in order to construct, erect, inspect, make delivery or remove property hereunder, the Vendor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of any accidents, injuries or damages to any person or property during the progress of work

herein covered, and to be responsible for, and to indemnify and save harmless the Guam Department of Education from the payment of all sums of money by reason of all or any such accidents, injuries or damages that may occur upon or about such work, and fines, penalties and loss incurred for or by reasons of the violations of any territorial ordinance, regulations, or the laws of Guam or the United States, while the work is in progress. Contractor will carry insurance to indemnify the Guam Department of Education against any claim for loss, damage or injury to property or persons arising out of the performance of the Contractor or his employees and agents of the services covered by the contract and the use, misuse or failure of any equipment used by the contractor or his employees or agents, and shall provide certificates of such insurance to the Guam Department of Education when required.

3.2.16. TAXES

All bidders are responsible for any taxes or fees that may be assessed or due for performance of work or delivery of services pursuant to this IFB. Specific information regarding Guam taxes may be obtained from the Guam Department of Revenue and Taxation.

3.2.17. AUTHORITY TO ISSUE THIS IFB

This solicitation is issued subject to the Guam Procurement Act (5GCA Chapter 5) and applicable Guam Procurement Regulations.

3.2.18. COSTS OF BID PREPARATION

All costs associated with preparation of a bid in response to this IFB shall be solely the Bidder's responsibility. GDOE shall not be liable for any costs incurred by a potential Bidder for the preparation of a bid.

3.2.19. BID SAMPLES AND DESCRIPTIVE LITERATURE

Pursuant to 2 GAR Div 4 §3109(e)(3), bid samples or descriptive literature should not be submitted to GDOE unless expressly requested within this IFB. Regardless of any condition set by a bidder, unsolicited bid samples or descriptive literature will not be examined, tested, or deemed to vary any of the requirements of this IFB.

3.2.20. BRAND NAME OR EQUAL

Pursuant to 2 GAR Div 4 §4103(b)(v), Any brand names used in this IFB are for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition. Substantially equivalent products to the brand specified will be considered for award.

3.2.21. CANCELLATION OF CONTRACTS

Pursuant to 2 GAR Div 4 §3121(e)(1)(G), in the event of a cancellation due to unavailability of funds, GDOE will notify the Contractor on a timely basis, and Contractor will be reimbursed the unamortized, reasonably incurred, nonrecurring costs. If contract is cancelled for lack of funds, Government will timely inform Contractor; but that neither party's rights under termination clause are affected.

Section 4 - TERMS AND CONDITIONS

4.1. REFERENCE TO LAW AND REGULATIONS

Bids submitted in response to this IFB must fulfill the requirements identified in this IFB. Each of the forms identified herein must be completed and returned according to the instructions provided. The term "GCA" refers to the Guam Code Annotated. The term "GAR" refers to the Guam Administrative Regulations, Division 4, Procurement Regulations. Administration of this IFB shall be subject to the Guam Procurement Law at 5 GCA Chapter 5 and the procurement regulations at 2 GAR Division 4.

4.2. LIST OF FORMS REQUIRED FOR ALL SOLICITATIONS

Bidders must complete and submit originals of the forms identified throughout this IFB and collectively listed in **Section 5 - FORMS REQUIRED IN RESPONSE TO IFB**.

4.3. LAWS TO BE OBSERVED

The Bidder should be familiar with federal and local laws, codes, ordinances, and regulations, which, in any manner, affect those engaged or employed in the work, or the material or equipment, used in or upon the site, or in any way affect the conduct of the work. No misunderstanding or ignorance on the part of the Bidder will, in any way, serve to modify the provision of the contract.

4.4. LICENSE TO CONDUCT BUSINESS ON GUAM; POLICY OF LOCAL PROCUREMENT

Bidders providing supplies or services pursuant to this IFB are subject to licensure requirements in accordance with 5 GCA § 5008. Inquiries about obtaining a Guam business license should be directed to the Guam Department of Revenue and Taxation.

Preferential selection of a bidder licensed to do business on Guam and that maintains an office or other facility on Guam for an award pursuant to this IFB may be made in accordance with 5 GCA §5008. ***GDOE Procurement Form 005 must be completed and included with the Bid.***

4.5. DISCLOSURE OF OWNERSHIP AND COMMISSIONS

Bidders must expressly identify all major shareholders in accordance with 5 GCA § 5233. ***AG Procurement Form 002 (Rev. Nov. 17, 2005) must be completed and included with the Bid.***

4.6. BIDDERS CERTIFY THAT PRICE OR OFFER WAS INDEPENDENTLY ARRIVED AT WITHOUT COLLUSION

Bidders must certify that the submitted price or offer was independently arrived at without collusion in accordance with 2 GAR Div. 4 § 3126(b). ***AG Procurement Form 003 (Jul. 12, 2010) must be completed and included with the Bid.***

4.7. PROHIBITION AGAINST GRATUITIES AND KICKBACKS

Bidders must certify to the best of their knowledge that neither they, nor any of their officers, representatives, agents, subcontractors, or employees, have violated or are violating the prohibition against gratuities and kickbacks set forth in 5 GCA §5630.

Bidders must certify to the best of their knowledge that neither they, nor any of their 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 bidder's response to this IFB. 5 GCA § 5630(c); 2 GAR Div. 4 § 11107(3) and 11107(4)(e). ***AG Procurement Form 004 (Jul. 12, 2010) must be completed and included with the Bid.***

4.8. REPRESENTATION REGARDING ETHICAL STANDARDS

Bidders must affirm that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations. ***AG Procurement Form 005 (Jul. 12, 2010) must be completed and included with the Bid.***

4.9. REPRESENTATION REGARDING CONTINGENT FEES

Bidders must affirm that it has not retained a person to solicit or secure a territorial contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business, in accordance with 5 GCA § 5631. ***AG Procurement Form 007 (Jul. 12, 2010) must be completed and included with the Bid.***

4.10. PROHIBITION AGAINST EMPLOYMENT OF SEX OFFENDERS

Any entity providing services pursuant to this IFB is prohibited from employing sex offenders to provide the goods or services procured through this IFB, in accordance with 5 GCA § 5253, which states:

§5253. Restriction Against Contractors Employing Convicted Sex Offenders from Working at Government of Guam Venues.

- (a) No person convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA in Guam, or an offense in any jurisdiction which includes, at a minimum, all of the elements of said offenses, or who is listed on the Sex Offender Registry, and who is employed by a business contracted to perform services for an agency or instrumentality of the government of Guam, shall work for his employer on the property of the government of Guam other than a public highway.
- (b) All contracts for services to agencies listed herein shall include the following provisions: (1) warranties that no person providing services on behalf of the contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry; and (2) that if any person providing services on behalf of the contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.
- ...
- (d) any contractor found in violation of §5253(b), after notice from the contracting authority of such violation, shall, within twenty-four (24) hours, take corrective action and shall report such action to the contracting authority. Failure to take corrective action within the stipulated period may result in the temporary suspension of the contract at the discretion of the contracting authority.

SOURCE: Added by P.L. 28-24:2. Amended by P.L. 28-98:2 (Feb. 7, 2006).

GDOE Procurement Form 002 must be completed and included with the Bid.

4.11. WAGE AND BENEFIT DETERMINATION FOR SERVICES

Bidders must pay employees providing services procured through this IFB in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam. 5 GCA § 5801 and § 5802, as applicable. A copy of the most recent wage determination is included herein. The Wage Determination for Guam and the Northern Mariana Islands also can be found on the following website: www.beta.sam.gov.

Bidders submitting bids in response to this IFB must provide health and similar benefits for employees, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by U.S. Department of Labor and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee in accordance to 5 GCA §5802. ***AG Procurement Form 006 (Feb. 16, 2010) must be completed and included with the Bid.***

4.12. EQUAL EMPLOYMENT OPPORTUNITY

Section 3.01 of the Executive Order 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 employees are treated equally during employment without regard to their race, creed, color or national origin.

4.13. MANDATORY DISPUTES CLAUSE

In accordance with Guam procurement law, all controversies between the territory and the Contractor which arise under, or by virtue of, this contract and which are not resolved by mutual agreement, shall be decided by the GDOE procurement officer in writing, within 60 days after written request by the Contractor for a final decision concerning the controversy; provided however that if the procurement officer does not issue a written decision within 60 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Contractor may proceed as if an adverse decision had been received. The procurement officer shall immediately furnish a copy of the decision to the Contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt. Any such decision shall be final and conclusive, unless fraudulent, or the Contractor brings an action seeking review of the decision before the Guam Office of Public Accountability. The Contractor shall comply with any decision of the procurement officer and proceed diligently with performance of this contract pending final resolution by the Office of Public Accountability or the Superior Court of Guam of any controversy arising under or by virtue of this contract, except where there has been a material breach of the contract by GDOE; provided, however, that in any

event the Contractor shall proceed diligently with the performance of the contract where GDOE has made a written determination that continuation of work under the contract is essential to public health and safety.

Any disputes for expenses incurred in reliance upon this Agreement shall be subject to the Government Claims Act found at Title 5, Guam Code Annotated, Chapter 6.

4.14. DISABLED VETS: POLICY IN FAVOR OF SERVICE-DISABLED VETERAN OWNED BUSINESS

Pursuant to 5 GCA §5012, a bidder may qualify as a service-disabled veteran owned business if the following conditions apply: (a) the business is licensed to do business on Guam; maintains its headquarters on Guam; and is at least fifty-one percent owned by a service-disabled veteran who served in active U.S. military service, was discharged or released under honorable conditions, and whose disability is certified as service connected by a DD214 form and disability award letter from the U.S. Department of Veterans Affairs; and (b) the service-disabled owner of the business has filed individual tax returns on Guam for a period of at least three consecutive years prior to bidding on this IFB.

Notice of Service-Disabled Veteran Owned Business must be submitted with the bid by checking the appropriate box on the bid form and including a DD214 form and disability award letter with the bid form. The GDOE Supply Management Administrator will issue written notice to all bidders if any bidder is determined to be a qualified service-disabled veteran owned business pursuant to 5 GCA §5012. If a bidder is determined to be qualified under §5012, the requirements of 5 GCA §5011 shall apply to an award pursuant to this IFB.

4.15. RIGHT OF GDOE TO CANCEL OR REJECT BIDS

GDOE reserves the right to cancel this IFB at any time when it is in the best interests of the Department, in accordance with 5 GCA §5225 and 2 GAR Div. 4 §3115(c).

GDOE reserves the right to reject any bid in whole or in part when it is in the best interests of the Department, in accordance with 2 GAR Div.4 §3115(e)(2).

GDOE may resolicit for bids when it is deemed to be in the best interest of GDOE.

Section 5 - FORMS REQUIRED IN RESPONSE TO IFB

Bids must contain signed and, where required, notarized originals of the forms listed below.

	<u>Form Name</u>	<u>Form Title</u>
1.	GDOE Procurement Form 001	BID BOND FORM
2.	GDOE Procurement Form 002	SPECIAL PROVISIONS – RESTRICTION AGAINST SEX OFFENDERS
3.	GDOE Procurement Form 004	INVITATION FOR BID – DESIGNATION OF PROPRIETARY INFORMATION
4.	GDOE Procurement Form 005	LOCAL PROCUREMENT PREFERENCE APPLICATION
5.	AG Procurement Form 002 (Rev. Nov. 17, 2005) <i>** Located under Section 6 Attachments**</i>	AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSIONS
6.	AG Procurement Form 003 (Jul. 12, 2010) <i>** Located under Section 6 Attachments**</i>	AFFIDAVIT re NON-COLLUSION
7.	AG Procurement Form 004 (Jul. 12, 2010) <i>** Located under Section 6 Attachments**</i>	AFFIDAVIT re NO GRATUITIES or KICKBACKS
8.	AG Procurement Form 005 (Jul. 12, 2010) <i>** Located under Section 6 Attachments**</i>	AFFIDAVIT re ETHICAL STANDARDS
9.	AG Procurement Form 006 (Feb. 16, 2010) <i>** Located under Section 6 Attachments**</i>	DECLARATION re COMPLIANCE WITH U.S. DOL WAGE DETERMINATION (Including a supplemental copy of the U.S. DOL WAGE DETERMINATION RATES)
10.	AG Procurement Form 007 (Jul. 15, 2010) <i>** Located under Section 6 Attachments**</i>	AFFIDAVIT re CONTINGENT FEES

**GOVERNMENT OF GUAM
GUAM DEPARTMENT OF EDUCATION
501 MARINER AVENUE, SUITE 116
BARRIGADA, GUAM 96913
TEL: 671-475-0438 | FAX: 671-475-5001**



BID BOND

No. _____

KNOW ALL MEN BY THESE PRESENTS that we _____, as Principal hereinafter called the Principal, and Bonding Company, _____ a corporation duly organized under the laws of the Territory of Guam, as Surety, hereinafter called the Surety, are held firmly bound unto the Territory of Guam for the sum of _____ Dollars (\$ _____), for Payment of which sum well 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 **IFB No. 028-2021: TELECOMMUNICATION SERVICE – DIGITAL TRANSMISSION SERVICES (DTS)**

NOW, THEREFORE, if the Territory of Guam shall accept the bid of the Principal and the Principal shall enter into a Contract with the Territory of Guam in accordance with the terms of such bid, and give such bond or bonds as may be specified in the 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, or 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 Territory of Guam the difference not to exceed the penalty hereof between the amounts specified in said bid and such larger amount for which the Territory 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 of Bids then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____ 20_____.

(PRINCIPAL) (SEAL)

(WITNESS)

(WITNESS)

(TITLE)

(SURETY) (SEAL)

(TITLE)

(ATTORNEY-IN -FACT)

THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH THE FORMAL BID DOCUMENTS IF THE BIDDER IS PROVIDING A SURETY BOND FOR SECURITY.

GDOE Procurement Form 001



SPECIAL PROVISIONS

**RE: GDOE IFB 028-2021
TELECOMMUNICATION SERVICE – DIGITAL TRANSMISSION SERVICES (DTS)**

**Restriction against Sex Offenders Employed by Service Providers to
Government of Guam from working on Government Property**

_____ (COMPANY NAME, hereafter the “Bidder”) hereby warrants that if awarded a contract or purchase order pursuant to the IFB referenced above, it shall comply with the provisions of 5 GCA §5253, specifically that no person in its employment who has been convicted of a sex offense under the provisions of chapter 25 of Title 9 of Guam code Annotated or of an offense defined in Article 2 of chapter 28 of Title 9 of the Guam Code annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry, shall provide services pursuant to the IFB while on government of Guam property, with the exception of public highways. If any employee is providing services on government property and is convicted subsequent to an award of a contract, then the bidder warrants that it will notify the Guam Department of Education (“GDOE”) of the conviction within twenty-four (24) hours of the conviction, and will immediately remove such convicted person from providing services on government property. If the bidder is found to be in violation of any of the provisions of this paragraph, then GDOE will give notice to the bidder to take corrective action. The bidder shall take corrective action within twenty-four (24) hours of notice from the Government, and shall notify the Government when action has been taken. If the bidder fails to take corrective steps within twenty-four (24) hours of notice from GDOE, then GDOE in its sole discretion may temporarily suspend the contract or purchase order.

COMPANY NAME

NAME OF AUTHORIZED REPRESENTATIVE

SIGNATURE/DATE

**THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH THE FORMAL BID DOCUMENTS.
GDOE Procurement Form 002**

DEPARTMENT OF EDUCATION
OFFICE OF SUPPLY MANAGEMENT
501 MARINER AVENUE, SUITE 116
BARRIGADA, GUAM 96913
Telephone: (671) 475-0438/Fax: (671) 472-5001



INVITATION FOR BID - PROPRIETARY DATA DESIGNATION FORM

TELECOMMUNICATION SERVICE – DIGITAL TRANSMISSION SERVICES (DTS)

INVITATION FOR BID (IFB): 028-2021

Pursuant to 2 GAR §3109(l)(2),

Bids and modifications shall be opened publicly in the presence of one or more witnesses, at the time, date, and place designated in the Invitation for Bids.

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 2 GAR §3109(l)(3).

Material 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 and 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.

Disagreements as to whether information will be considered proprietary will be resolved pursuant to 2 GAR §3109(l)(3).

Bidders wishing to designate information as proprietary must clearly mark such sections within the bid and identify the corresponding sections and page numbers below and return this form with the bid.

I, _____, an authorized representative of _____, hereby request that the sections and page numbers listed below of the bid submitted in response to **GDOE IFB No. 028-2021** be considered a trade secret or proprietary data and therefore exempt from public disclosure:

Name: _____

Signature

Title: _____

Company: _____

THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH THE FORMAL BID DOCUMENTS.
GDOE Procurement Form 004

DEPARTMENT OF EDUCATION
OFFICE OF SUPPLY MANAGEMENT
501 MARINER AVENUE, SUITE 116
BARRIGADA, GUAM 96913
Telephone: (671) 475-0438/Fax: (671) 472-5001



LOCAL PROCUREMENT PREFERENCE APPLICATION

Based on the law stipulated below, please place a check or mark an "x" on the (1-4) block indicating the section that applies to your business:

5GCA, Chapter 5, Section 5008 titled "Policy in Favor of Local Procurement" of the Guam Procurement Law and the Department of Education Procurement Regulations Section 1.7 States that all procurement of supplies and services shall be made from among business licensed to do business on Guam and that maintain an office or other facility on Guam, whenever a business that is willing to be a contractor is:

- 1. A licensed bona fide manufacturing business that adds at least twenty-five percent (25%) of the value of an item, not to include administrative overhead, using workers who are U.S. Citizens or lawfully admitted permanent residents or nationals of the United States, or persons who are lawfully admitted to the United States to work, based on their former citizenship in the Trust Territory of the Pacific Islands;
- 2. A business that regularly carries an inventory for regular immediate sale of at least fifty percent (50%) of the items of supplies to be procured;
- 3. A business that has a bona fide retail or wholesale business location that regularly carries an inventory on Guam of a value of at least one half of the value of the bid or one hundred fifty thousand dollars (\$150,000), whichever is less, of supplies and items of a similar nature to those being sought; or
- 4. A service business actually in business, doing a substantial portion of its business on Guam, and hiring at least ninety-five percent (95%) U.S. Citizens lawfully admitted permanent residents or nationals of the United States to work, based on their citizenship in any of the nation's previously comprising the Trust Territory of the Pacific Islands.

Procurement of supplies and services from off-Guam may be made if no local agent for such supplies or services may be found on Guam or if the total cost F.O.B. job-site, unloaded, of procurement from off-island is not greater than eighty-five percent (85%) of the total cost F.O.B. job-site, unloaded, of the same supplies or services when procured from a local source. Justification for off-island procurement must be submitted in writing to the Superintendent of Education or his designee.

1. I, _____, representative for _____, have read the requirements of the law cited above and do hereby qualify and elect to be given the Local Procurement Preference for IFB No. 028-2021. By filing in this information and placing my signature below, I understand that Guam Department of Education will review my application and shall determine whether or not the fifteen percent (15%) preference will be applied for GDOE IFB No. 028-2021.

2. I, _____, representative for _____, have read the requirements of the law cited above and do not wish to apply for the Local Procurement Preference for GDOE IFB No. 028-2021.

Name: _____

Title: _____

Signature: _____

Tel #: _____

Address: _____

Fax #: _____

Email: _____

THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH THE FORMAL BID DOCUMENTS.
GDOE Procurement Form 005

Section 6 - BID FORMS AND ATTACHMENTS

Please see the following pages for the bid form(s) and other attachments referenced in this IFB.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

BID FORM
GDOE IFB 028-2021
TELECOMMUNICATION SERVICE - DIGITAL TRANSMISSION SERVICES (DTS)

Line Item No.	Services	Description	MONTHLY RECURRING CHARGES (MRC) / NON-RECURRING CHARGES (NRC)								
			(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)
			MRC <u>BASIC MONTHLY RATE CHARGE</u>	MRC Total Surcharge Fees (such as SLC, USF, E911, etc.)	MRC Per Unit (Add column A + column B)	Number of Months	MRC For 36 Months (Multiply Column C x Column D)	NRC One-time Charge PER UNIT for <u>INSTALLATION</u>	SUB-TOTAL MRC for 36 Months plus NRC Per Unit (Add Column E + Column F)	QUANTITY Total Number of Units	TOTAL COST (Multiply Column G x Column H)
1	ISDN PRI	Integrated Services Digital Networking Primary Rate Interface (ISDN PRI) (23B+1D)	\$	\$	\$	36	\$	\$	\$	41	\$
2	SIP Trunk	Session Initiation Protocol (SIP) Trunk	\$	\$	\$	36	\$	\$	\$	23	\$
3	DID Number - 3550	3550 DID Numbers	\$	\$	\$	36	\$	\$	\$	1	\$
PRICE EVALUATION - (Add Line Item 1 + Line Item 2 + Line Item 3) TOTAL COST:										\$	
<p><i>*The Price Evaluation will be based on the TOTAL COST. The Bidder shall fully complete the information requested on the Bid Form to support the Total Cost. Any column left blank will be interpreted as No Charges Applies. The Bidder shall check and cross check for mathematical accuracy.</i></p> <p><i>*GDOE may increase, decrease the quantity of the DTS and/or substitute/change the digital transmission services to the public schools and central offices for the duration of the award.</i></p> <p><i>*The Basic Monthly Rate Charge and NRC will remain fixed and the MRC Surcharge fees may be adjusted to meet Local and Federal regulatory mandate for the duration of the contract's term. Bidder shall provide the Local and/or Federal regulatory document to support the change in surcharges fees.</i></p>											

Services	Description	PRICE LIST		
		MRC <u>BASIC MONTHLY RATE CHARGE</u>	MRC Total Surcharge Fees (such as SLC,USF, E911, etc.)	NRC One-time Charge PER UNIT for <u>INSTALLATION</u>
Fractional PRI - 8	Fractional ISDN PRI (6B+1D)	\$	\$	\$
Fractional PRI - 12	Fractional ISDN PRI (10B+1D)	\$	\$	\$
Fractional PRI - 16	Fractional ISDN PRI (12B+1D)	\$	\$	\$
DID Number - 50	DID Number Block of 50 numbers	\$	\$	\$

* Fractional PRI and DID Number Block of 50 number is listed for pricing should GDOE requires the need for services.

BIDDER REPRESENTATION

By signing below, I represent that I am an authorized representative and I certify that the information provide on this Bid Form is true and correct. And by submission of this bid the company is making an offer to provide the services and products described in **GDOE IFB 028-2021**. I also confirm that the bid price shall remain firm and irrevocable for the term of the award.

Company Name

Print Name of Authorized Representative

Signature of Authorized Representative

Title

Date

() **MARK IF YOU ARE CLAIMING STATUS AS A SERVICE-DISABLED VETERAN OWNED BUSINESS UNDER 5 GCA § 5012 (IF ANY ALTERATIONS ARE DONE TO THIS BID COST FORM, GDOE WILL FIND BIDDER NON-RESPONSIVE)**

"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	Wage Determination No.: 2015-5693 Revision No.: 12 Date Of Last Revision: 12/21/2020

Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.95 for calendar year 2021 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 \$10.95 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 2021. 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
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
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	16.64
13061 - Media Specialist I	18.18
13062 - Media Specialist II	20.35
13063 - Media Specialist III	22.68
13071 - Photographer I	18.18

13072 - Photographer II	20.35
13073 - Photographer III	25.20
13074 - Photographer IV	30.83
13075 - Photographer V	37.30
13090 - Technical Order Library Clerk	20.35
13110 - Video Teleconference Technician	17.38
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.71
14042 - Computer Operator II	17.22
14043 - Computer Operator III	19.19
14044 - Computer Operator IV	21.33
14045 - Computer Operator V	23.62
14071 - Computer Programmer I	(see 1) 15.73
14072 - Computer Programmer II	(see 1) 19.50
14073 - Computer Programmer III	(see 1) 23.84
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1) 24.23
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.71
14160 - Personal Computer Support Technician	21.33
14170 - System Support Specialist	21.24
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	24.23
15020 - Aircrew Training Devices Instructor (Rated)	29.32
15030 - Air Crew Training Devices Instructor (Pilot)	34.91
15050 - Computer Based Training Specialist / Instructor	24.23
15060 - Educational Technologist	27.61
15070 - Flight Instructor (Pilot)	34.91
15080 - Graphic Artist	20.47
15085 - Maintenance Test Pilot Fixed Jet/Prop	34.91
15086 - Maintenance Test Pilot Rotary Wing	34.91
15088 - Non-Maintenance Test/Co-Pilot	34.91
15090 - Technical Instructor	17.67
15095 - Technical Instructor/Course Developer	21.62
15110 - Test Proctor	14.27
15120 - Tutor	14.27
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	9.88
16030 - Counter Attendant	9.88
16040 - Dry Cleaner	11.30
16070 - Finisher Flatwork Machine	9.88
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	11.94
16220 - Tailor	12.44
16250 - Washer Machine	10.36
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.04
19040 - Tool And Die Maker	22.67
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.96
21030 - Material Coordinator	21.78
21040 - Material Expediter	21.78
21050 - Material Handling Laborer	11.37
21071 - Order Filler	9.66
21080 - Production Line Worker (Food Processing)	13.96
21110 - Shipping Packer	15.92
21130 - Shipping/Receiving Clerk	15.92
21140 - Store Worker I	14.76
21150 - Stock Clerk	20.75
21210 - Tools And Parts Attendant	13.96
21410 - Warehouse Specialist	13.96
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	22.76
23019 - Aircraft Logs and Records Technician	17.70
23021 - Aircraft Mechanic I	21.67
23022 - Aircraft Mechanic II	22.76
23023 - Aircraft Mechanic III	23.91
23040 - Aircraft Mechanic Helper	15.07
23050 - Aircraft Painter	20.35
23060 - Aircraft Servicer	17.70
23070 - Aircraft Survival Flight Equipment Technician	20.35
23080 - Aircraft Worker	19.12
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	19.12
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	21.67
23110 - Appliance Mechanic	18.04
23120 - Bicycle Repairer	14.49
23125 - Cable Splicer	19.59
23130 - Carpenter Maintenance	16.07
23140 - Carpet Layer	16.86
23160 - Electrician Maintenance	18.05
23181 - Electronics Technician Maintenance I	16.86

23182 - Electronics Technician Maintenance II	18.04
23183 - Electronics Technician Maintenance III	19.55
23260 - Fabric Worker	15.70
23290 - Fire Alarm System Mechanic	15.43
23310 - Fire Extinguisher Repairer	14.49
23311 - Fuel Distribution System Mechanic	19.21
23312 - Fuel Distribution System Operator	14.49
23370 - General Maintenance Worker	11.96
23380 - Ground Support Equipment Mechanic	21.67
23381 - Ground Support Equipment Servicer	17.70
23382 - Ground Support Equipment Worker	19.12
23391 - Gunsmith I	14.49
23392 - Gunsmith II	16.86
23393 - Gunsmith III	19.21
23410 - Heating Ventilation And Air-Conditioning Mechanic	17.16
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	18.25
23430 - Heavy Equipment Mechanic	18.35
23440 - Heavy Equipment Operator	17.12
23460 - Instrument Mechanic	19.21
23465 - Laboratory/Shelter Mechanic	18.04
23470 - Laborer	11.37
23510 - Locksmith	18.04
23530 - Machinery Maintenance Mechanic	23.13
23550 - Machinist Maintenance	19.21
23580 - Maintenance Trades Helper	10.67
23591 - Metrology Technician I	19.21
23592 - Metrology Technician II	20.42
23593 - Metrology Technician III	21.63
23640 - Millwright	19.21
23710 - Office Appliance Repairer	18.04
23760 - Painter Maintenance	13.95
23790 - Pipefitter Maintenance	18.39
23810 - Plumber Maintenance	17.27
23820 - Pneudraulic Systems Mechanic	19.21
23850 - Rigger	19.21
23870 - Scale Mechanic	16.86
23890 - Sheet-Metal Worker Maintenance	16.09
23910 - Small Engine Mechanic	16.86
23931 - Telecommunications Mechanic I	19.01
23932 - Telecommunications Mechanic II	19.91
23950 - Telephone Lineman	18.24
23960 - Welder Combination Maintenance	17.95
23965 - Well Driller	19.21
23970 - Woodcraft Worker	19.21
23980 - Woodworker	14.49
24000 - Personal Needs Occupations	
24550 - Case Manager	14.72
24570 - Child Care Attendant	10.09
24580 - Child Care Center Clerk	13.25
24610 - Chore Aide	11.62
24620 - Family Readiness And Support Services Coordinator	14.72
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	19.21
25040 - Sewage Plant Operator	21.59
25070 - Stationary Engineer	19.21
25190 - Ventilation Equipment Tender	13.27
25210 - Water Treatment Plant Operator	21.59
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/Longshorem Occupational Services	
29010 - Blocker And Bracer	23.62
29020 - Hatch Tender	23.62

29030 - Line Handler	23.62
29041 - Stevedore I	21.98
29042 - Stevedore II	25.26
30000 - Technical Occupations	
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
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 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: \$4.54 per hour up to 40 hours per week or \$181.60 per week or \$786.93 per month

HEALTH & WELFARE EO 13706: \$4.22 per hour up to 40 hours per week or \$168.80 per week or \$731.47 per month*

*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; 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)(i)). Such conforming procedures shall be initiated by the contractor 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 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))."

**IFB 028-2021 Telecommunication Service – Digital
Transmission Services (DTS)**

ATTACHMENT A

**List of GDOE's sites, addresses and
description for the required DTS**

ATTACHMENT A

NO.	SITES	ADDRESS	DTS DISCIPTION	QTY
1	Adacao Elementary School	340 Camation Avenue Mangilao, Guam 96921	SIP	23
2	Agana Heights Elementary School	350 J. Cruz Rt. Agana Heights, Guam 96910	PRI	1
3	Astumbo Elementary School	255 Chalan Hachon Dededo, Guam 96912	PRI	1
4	B.P. Carbullido Elementary School	156 Canada Toto Rd. Barrigada, Guam 96913	PRI	1
5	Carlos L. Taitano Elementary School	170 Bien Venida Avenue Sinajana, Guam 96926	PRI	1
6	Chief Brodie Elementary School	225 N. Marine Drive Tamuning, Guam 96911	PRI	1
7	Daniel L. Perez Elementary School	400 Gayinero Drive Yigo, Guam 96928	PRI	1
8	Finegayan Elementary School	194 Chalan Kasperbauer Rd. Dededo, Guam 96912	PRI	1
9	Harry S. Truman Elementary School	182 Pale Ferdinand Way Santa Rita, Guam 96915	PRI	1
10	Inarajan Elementary School	136 Pale Bernabe Cruz Rd. Inarajan, Guam 96915	PRI	1
11	Juan M. Guerrero Elementary School	520 Harmon Loop Rd. Harmon, Guam 96912	PRI	1
12	Juan.Q. San Miguel Elementary School	491 Clara Rd. Mongmong-Toto-Maite, Guam 96927	PRI	1
13	Liguan Elementary School	237 N. Chalan Liguan Dededo, Guam 96929	PRI	1
14	Lyndon B. Johnson Elementary School	140 Felis St. Tamuning, Guam 96911	PRI	1
15	Maria A. Ulloa Elementary School	110 Catalina Lane Dededo, Guam 96912	PRI	1
16	Manuel U. Lujan Elementary School	167 M.U. Lujan Road Yona, Guam 96914	PRI	1
17	Marcial Sablan Elementary School	144 San Vicente Avenue Agat, Guam 96928	PRI	1
18	Merizo Martyrs Elementary School	J.A. Cruz Avenue, Pigua Street Merizo, Guam 96916	PRI	1
19	Machananao Elementary School	Route 9 Yigo, Guam 96929	PRI	1
20	Ordot/Chalan Pago Elementary School	294 Judge Sablan St. Ordot Chalan Pago, Guam 96924	PRI	1
21	Pedro C. Lujan Elementary School	387 E. Rt.8 Barrigada, Guam 96913	PRI	1
22	Price Elementary School	130 Dairy Rd. Mangilao, Guam 96923	PRI	1
23	Talofof Elementary School	209 Jose P. Cruz St. Talofof, Guam 96911	PRI	1
24	Tamuning Elementary School	554 Chalan San Antonio Rd (Rt. 14) Tamuning, Guam 96915	PRI	1

IFB 028-2021 Telecommunication Service - Digital Transmission Services (DTS)

ATTACHMENT A

NO.	SITES	ADDRESS	DTS DISCRIPTION	QTY
25	Upi Elementary School	1180 Chalan Pediron Lagu (Rt.15) Yigo, Guam 96929	PRI	1
26	Wettengel Elementary School	479 West Santa Monica Avenue Dededo, Guam 96912	PRI	1
27	Agueda Johnston Middle School	192 Dero Drive Ordot Chalan Pago, Guam 96924	PRI	1
28	Astumbo Middle School	389 Chalan Hachon Dededo, Guam 96912	PRI	1
29	Francisco B. Leon Guerrero Middle School	445 Juan Jacinto Rd. Yigo, Guam 96929	PRI	1
30	Inarajan Middle School	433 Belen Avenue Inarajan, Guam 96916	PRI	1
31	Jose L.G. Rios Middle School	165 Spruance Drive (Rt.6) Piti, Guam 96925	PRI	1
32	Luis P. Untalan Middle School	256 Vietnam Veterans High Way Barrigada, Guam 96913	PRI	1
33	Oceanview Middle School	184 Erskin Drive Agat, Guam 96928	PRI	1
34	Vicente S.A. Benavente Middle School	288 West Santa Monica Avenue Dededo, Guam 96912	PRI	1
35	George Washington High School	298 George Washington Drive Mangilao, Guam 96921	PRI	1
36	John F. Kennedy High School	331 North Marine Dr. Tamuning, Guam 96931	PRI	1
37	Okkodo High School	660 Route 3 Dededo, Guam 96929	PRI	1
38	Simon Sanchez High School	395 Juan Jancinto Rd. Dededo, Guam 96929	PRI	1
39	Southern High School	195 Pale Ferdinand Agat, Guam 96915	PRI	1
40	Guam Department of Education Central Offices - Network Operation Center (NOC), FSAIS, Tiyan Building A	500 Mariner Avenue Barrigada, Guam 96913-1608	PRI	3

**IFB 028-2021 Telecommunication Service – Digital
Transmission Services (DTS)**

ATTACHMENT B
Sample Agreement

SAMPLE CONTRACT

(This is a sample document. [NAME] reserves the right to issue and execute a contract pursuant to this IFB and as allowed by law or regulations, and hereby reserves all other rights as stated in the IFB or otherwise applicable.)

**AGREEMENT BETWEEN GUAM DEPARTMENT OF EDUCATION
AND [VENDOR]
FOR SERVICES PURSUANT TO GDOE IFB 028-2021**

THIS AGREEMENT is entered into by and between the **GUAM DEPARTMENT OF EDUCATION** (“GDOE”), an agency of the government of Guam, whose address is 501 Mariner Avenue, Barrigada, Guam 96913, and **[VENDOR]** (“Contractor”), whose address is _____.

WHEREAS, GDOE issued an Invitation for Bid (“IFB”) GDOE **IFB 028-2021** for **Telecommunication Service – Digital Transmission Services (“DTS”)**, attached herewith as **Exhibit 1**;

WHEREAS, GDOE has determined it does not have adequate personnel or resources to perform the services contemplated in this agreement and it is in the best interests of GDOE to have such services performed under contract;

WHEREAS, Contractor responded to the IFB by submitting a Bid (“Bid”) to provide services in accordance with the IFB, and was selected as the most qualified offeror;

WHEREAS, by submitting its Bid, Contractor warrants and represents that it possesses the necessary knowledge, resources and experience to perform the work and services herein described professionally, skillfully and diligently; and

WHEREAS, GDOE desires to retain Contractor for specific services on the terms and conditions set forth in this Agreement and Contractor has agreed to accept such terms and conditions;

WITNESSETH, in consideration of the mutual covenants hereinafter set forth, the Parties agree as follows:

I. Statement of Services to be Performed.

A. Scope of Work. The Contractor shall provide professional consulting services for the GDOE, as described in the _____ **dated** _____ attached herein as **Exhibit 2**. Specified dates for performance of tasks may be amended by written agreement between GDOE and Contractor’s authorized representative. Contractor shall provide status reports on the services performed as required under this Agreement or more frequently as requested by GDOE. Contractor recognizes that failure to perform any services required under this Agreement per the terms and conditions herein constitutes a material breach of this Agreement.

B. Contractor Provisions of Resources. Contractor agrees to furnish all qualified personnel, facilities, tools, equipment, materials and transportation to perform the services and work provided for in this Agreement. Contractor represents that it and its employees possess the professional and technical expertise necessary to perform the services called for in this Agreement in a competent, professional manner, in line with the services of a typical Contractor engaged in the same and similar field as Contractor herein. GDOE may, in its sole discretion and based upon availability, provide staff assistance to Contractor in furtherance of this Agreement. The Contractor shall insure that its employees engaged in work hereunder are informed of all relevant provisions of this Agreement.

C. Other Work. GDOE acknowledges and agrees that Contractor may provide services to other clients, persons or companies apart from the services performed in this Agreement, as long as the performance of such other services does not in any way conflict with or hinder the performance of services herein. In the event GDOE discovers or determines that the Contractor is providing services to a third party which conflicts with or hinders the performance of services under this Agreement, Contractor must immediately cease performing those third party services upon being provided written notice by GDOE and GDOE may invoke any further available remedies under the terms of this Agreement.

D. Location of Services. Contractor may perform the services under this Agreement at any suitable location as approved by GDOE.

II. Term of Agreement.

A. This Agreement shall be effective upon its full execution by all necessary parties until [REDACTED]. It may thereafter be renewed for up to [REDACTED] additional terms of one year upon written agreement between GDOE's Superintendent and Contractor's authorized representative. Such renewal shall be subject to the certification and availability of funds available for these services.

B. This Agreement will be cancelled if funds are not appropriated or otherwise made available to support continuation after this fiscal year. GDOE shall provide timely notice if funds are not available for continuation of contract beyond the fiscal year. In the event of cancellation due to unavailability of funds, Contractor will be reimbursed unamortized, reasonably incurred, non-recurring costs.

III. Compensation.

A. Compensation. Compensation for Services: Contractor shall receive compensation from GDOE for Services as provided for in the [REDACTED] dated [REDACTED] attached herein as **Exhibit 2** to this Agreement and in an amount not to exceed [REDACTED] (\$ [REDACTED]).

B. Expenses. Contractor shall be solely responsible for all expenses incurred in the performance of services under this Agreement unless otherwise expressly provided for herein.

C. No Compensation Prior to Approval of Agreement. GDOE shall not be liable to Contractor for any services performed by Contractor prior to full execution of this Agreement by all parties, and Contractor expressly waives any and all claims for services performed in expectation of this Agreement prior to its full execution.

D. Final Payment. Final payment shall be made upon satisfactory performance of all services required to be performed by Contractor under this Agreement. Prior to the final payment due Contractor, and as a condition precedent thereto, Contractor shall execute and deliver to GDOE a release in form approved by GDOE of claims against GDOE arising under this Agreement. Contractor expressly waives the provision of Section 82602 of Title 18, Guam Code Annotated, which states:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

E. Payment. All rates and prices and payments to the Contractor shall be in the currency of the United States.

IV. Early Termination.

A. By GDOE. GDOE reserves the right to cancel or terminate this Agreement prior to its completion for reasons including, but not limited to, the following:

(i) Termination without Cause: GDOE may terminate this Agreement, without cause, upon the delivery of written notice to the Contractor at least thirty (30) days prior to the intended date of termination;

(ii) Termination in the Best Interest of the Government of Guam: GDOE may terminate this Agreement based upon a determination that such termination is in the best interests of the Government of Guam by delivering a written notice of such termination to the Contractor and the effective date of such termination. Circumstances for termination under this clause include but are not limited to Contractor's successful completion of services under this Agreement to the satisfaction of GDOE.

(iii) Termination for Cause/Default: If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Procurement Officer may notify the Contractor in writing of the delay or non-performance and if not cured in ten days or any longer time specified in writing by the Procurement Officer, such officer may terminate the Contractor's right to proceed with the contract or such part of the

contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part the Procurement Officer may procure similar supplies or services in a manner and upon terms deemed appropriate by the Procurement Officer. The Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

(iv) Termination for Convenience. The GDOE procurement officer may, when the interests of GDOE so require, terminate this contract in whole or in part, for the convenience of GDOE. The procurement officer shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective. The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The procurement officer may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to GDOE. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as necessary to do so.

The Contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data to the extent required by 2 GAR §3118. If the Contractor fails to file a termination claim within one year from the effective date of termination, the procurement officer may pay the Contractor, if at all, an amount set in accordance with this section. The procurement officer and the Contractor may agree to a settlement provided the Contractor has filed a termination claim as required herein and the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by GDOE and the contract price of the work not terminated. Absent agreement of a settlement, the procurement officer shall pay the Contractor the following amounts: with respect to all contract work performed prior to the effective date of the termination, the total, without duplication of any items, of: (a) the cost of such work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) less amount paid or to be paid for completed portions of such work; provided that if it appears that the Contractor would have sustained a loss if the entire contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss; (b) cost of settling and paying claims arising out of the termination of subcontracts or orders pursuant to this clause. These costs must not include costs paid in accordance with subsection (a) above; (c) the reasonable settlement costs of the Contractor including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination and settlement of subcontracts thereunder. The total sum to be paid the Contractor under this subsection shall not exceed the total contract price plus the reasonable settlement costs of the Contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies or materials under this section, and the contract price of work not terminated.

B. By Contractor.

(i) Termination for Cause: Contractor shall notify GDOE in writing of deficiencies or default in the performance of GDOE's duties under this Agreement. GDOE shall have twenty (20) days to correct the deficiency or cure the default, which period may be extended by Contractor (said extension not to be unreasonably denied). Upon 60 days' written notice of Contractor's termination of this Agreement for cause, the Contractor shall be entitled to payment, in accordance with Section III of this Agreement, for satisfactory services rendered up to the termination date and GDOE shall have no obligations to Contractor. The Contractor shall be obligated to continue performance of services, in accordance with this Agreement, until the termination date and shall have no further obligation to perform services after the termination date.

C. Termination/Modification for Lack of Funds. GDOE may terminate or modify this Agreement based upon a lack of funding. In such an event, GDOE shall promptly provide notice to Contractor and within twenty (20) days of the notice, the Parties shall renegotiate the terms of this Agreement in good faith. If the parties are unable to reach an agreement on the renegotiation, then either Party may terminate this Agreement pursuant to Section IV of this Agreement as applicable.

D. Preservation of Property. Notwithstanding any termination of this Agreement, and subject to any directions from GDOE, the Contractor shall take timely and reasonable and necessary action to protect and preserve the property in the possession of Contractor in which GDOE has an interest.

E. Additional Provisions. In the event that either party effects an Early Termination, it is expressly provided that GDOE may issue a new Request for Bid with respect to such terminated services. This provision shall not be deemed an admission or waiver of any rights and defense with respect to rights of either Party under this Agreement, including but not limited to, either Parties' rights to assert damages for breach of Agreement.

V. Contact Person. The Contractor agrees that, during the term of this Agreement, it shall identify a primary contact person who is familiar with the services being performed hereunder and who shall be responsible to the questions and direction of GDOE. The contact person must be identified in writing within thirty (30) days after full execution of this Agreement by all parties. GDOE reserves the right to request replacement of the contact person designated by the Contractor under this Agreement.

VI. Confidentiality.

A. Information. The Contractor hereby warrants that it shall not disclose any documents, materials or information, whether verbal, written, electronic or digital media or otherwise (collectively, the "Information"), made available or acquired for the purpose of carrying out this Agreement. Only authorized persons shall use and have access to the Information, and then only for the period such access is required to perform services under this Agreement. All necessary steps shall be taken by the Contractor to safeguard the confidentiality

of the Information in conformance with any applicable United States and Guam laws, statutes and regulations.

The Contractor shall keep copies of the Information and the provisions of this Section shall remain in effect as long as determined by GDOE. All of the Information shall be returned promptly after use to GDOE and all copies or derivations of the Information shall be physically and/or electronically destroyed. Contractor shall include a letter attesting to the complete return of Information and documenting the destruction of copies and derivations with the returned Information.

The Contractor shall not enter into any Agreements or discussions with a third party concerning such Information without the prior written consent of GDOE, and then only if the Contractor requires the third party(ies) to agree to the terms of the confidentiality set forth herein and the Information is provided to such third party(ies) only for purposes of enabling the Contractor to discharge its responsibilities under this Agreement.

It is specifically provided that the limitations contained in this paragraph A shall not apply (i) to the extent required by applicable law, (ii) to the extent that any Information is now or hereafter becomes part of the public domain, but only to the limited extent that such Information, or any portion thereof, is in the public domain not as a result of any breach or violation of this Agreement, or (iii) to the extent that a party is directed otherwise under the terms of a valid and effective order, issued by a court of competent jurisdiction.

B. Liability. Failure to comply with the provisions of Paragraph A shall subject the Contractor to liability, including all damages and injunctive relief.

VII. Conflicts of Interests/Ethics

A. The Contractor warrants and covenants that it has not violated and will not violate Guam's procurement law or regulations pertaining to ethics in public contracting.

B. It is expressly understood that breach of any of the covenants or warranties in this Section on the part of the Contractor is a material breach of this Agreement and shall entitle GDOE to immediately terminate this Agreement. Contractor agrees that in the event of a breach or violation of this Section, GDOE shall have the right to terminate this or any other Agreement with the Contractor without liability.

C. Notwithstanding the provisions contained in this Agreement with regard to the assignment or subcontracting of any work under this Agreement, Contractor agrees that with respect to any subcontractor it engages to perform any work contemplated by this Agreement that any Agreements it enters into with such subcontractor(s) will include provisions which parallel this Section VII and shall require any subcontractor to execute a statement of no conflict of interests to GDOE and provide such statement to GDOE.

VIII. Waiver. No waiver by any party of any right on any occasion shall be construed as a bar to or waiver of any right or remedy on any future occasion.

Contractor, Contractor agrees that any subcontractors retained by Contractor or assignees shall be subject to all provisions of this Agreement.

XIV. Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of the Parties hereto and their respective successors, assigns and transferees, except as otherwise provided for under the terms of this Agreement.

XV. Scope of Agreement. This Agreement and its attachments, the IFB, and Bid collectively: (i) supersede any and all other Agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof, and (ii) contain all of the covenants and Agreements between the Parties with respect to such subject matter in any manner whatsoever. The Contractor and GDOE each acknowledge that no representations, inducements, promises or agreement, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in the Agreement shall be valid or binding.

XVI. Captions. All Section and paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the content of the Agreement.

XVII. Counterparts. This Agreement may be executed in counterparts, all of which taken together shall be deemed one original.

XVIII. Governing Law and Forum Selection. Except to the extent U.S. federal law is applicable, the laws and regulations of Guam shall govern the interpretation, effect, and validity of this Agreement. Any court action shall be exclusively in Guam.

XIX. Compliance with Laws.

A. In General. The Contractor shall comply with all U.S. and Guam laws, statutes, regulations and ordinances applicable to this Agreement. The Contractor represents and warrants that it is fully licensed to do business in Guam to render the services to be provided herein.

B. Non-Discrimination in Employment. The Contractor agrees: (i) not to unlawfully discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap; (ii) to include a provision similar to that contained in subsection (i) above in any subcontract or assignment agreement except a subcontract for standard commercial supplies or raw materials; and (iii) to post and to cause subcontractors and/or assignees to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause. Contractor shall comply with all conditions and requirements of Guam Law, including but not limited to Title 22 Chapter 5 Guam Employment Relations Act of the Guam Code Annotated (GCA).

C. Family and Educational Rights and Privacy Act.

Contractor acknowledges that certain information about GDOE students may be considered Education Records and that this information must be confidential by reason of the Family and Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, and related regulations (collectively referred to as “FERPA”). Both parties agree to protect these records in accordance with FERPA and any relevant GDOE policy or standard operating procedure. Contractor represents, warrants, and agrees that it will: (1) hold the FERPA Records in strict confidence and will not use or disclose the FERPA Records except as (a) permitted or required by the Contract, (b) required by law, or (c) otherwise authorized by GDOE in writing; (2) safeguard the FERPA Records according to commercially reasonable administrative, physical and technical standards that are no less rigorous than the standards by which Contractor protects its own confidential information; and (3) continually monitor its operations and take any action necessary to assure that the FERPA Records are safeguarded in accordance with the terms of the Contract. Contractor agrees to provide GDOE with a written summary of the procedures Contractor uses to safeguard the FERPA Records.

Contractor will have procedures and solutions implemented to prevent unauthorized access, and the procedures will be documented and available for GDOE to review on request. Those employees allowed to send data and receive data to and from the Contractor must be identified and sign a non-disclosure agreement.

Accidental exposures of data covered by the Contract to unauthorized persons will result in the Contractor notifying GDOE within four (4) hours of discovery; failure to do will be considered a material breach of the Contract. Notification to those whose data have been exposed will occur, at Contractor’s sole expense, by GDOE.

Within thirty (30) days after the termination or expiration of the term of the Contract for any reason, Contractor shall either: (a) return or destroy, as applicable, all sensitive data, including any data protected under FERPA, provided to the Contractor by GDOE, including all sensitive data, including any data protected under FERPA, provided to Contractor’s employees, subcontractors, agents, or other affiliated persons or entities; or (b) in the event that returning or destroying the sensitive data, including any data protected under FERPA, is not feasible, provide notification of the conditions that make return or destruction not feasible, in which case, the Contractor must continue to protect all sensitive data, including any data protected under FERPA, that it retains and agree to limit further uses and disclosures of such data to those purposes that make the return or destruction not feasible as Contractor maintains such sensitive data, including any data protected under FERPA.

Contractor’s computer(s) must be protected by acceptable industry practices for antivirus, firewalls, and network and system intrusion detections systems, which may be periodically tested by GDOE personnel.

XX. Retention and Access to Records and Other Review. The Contractor, including subcontractors, if any, shall maintain all books, documents, papers, accounting records and other evidence pertaining to the services performed and costs incurred, and to make such materials available at its respective offices at all reasonable times during the Agreement period and for six (6) years from the date of the final payment under the Agreement, for inspection by

GDOE. GDOE agrees to comply with reasonable requests of Contractor to provide access to all documents and GDOE property reasonably necessary to the performance of Contractor's services under this Agreement. The conditions of this section shall be placed in any subcontract or assignment arising under this Agreement.

XXI. Liability.

A. GDOE not Liable. GDOE assumes no liability for any accident, loss, claim, judgment, action or injury that may occur to the Contractor and/or the Contractor's officers, directors, agents, servants, subcontractors and/or employees, and/or to the personal property of any such person or entity, arising out of the performance of services under this Agreement except to the extent caused or contributed to by the negligent act or omission of GDOE. In addition, no Board member, officer, agent, or employee of GDOE shall be liable personally under or by reason of this Agreement or any of its provisions. In addition, GDOE assumes no liability for any accident or injury that may occur to Contractor's officers, directors, employees, agents, or dependents while traveling to and from Guam in furtherance of this Agreement.

XXII. Delays, Extensions and Suspensions. GDOE unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as it may determine to be appropriate for the convenience of GDOE. The Contractor agrees to prosecute the work continuously and diligently apart from those periods of suspension, delay or interruption. Except as otherwise agreed to by the Parties, reasonable time extensions for the performance of Contractor's services will be granted only for excusable delays that arise from causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, acts of the public enemy, acts of the Government of Guam or the Government of the United States in either its sovereign or contractual capacity, acts of another contractor in the performance of an agreement with the Government of Guam, fires, floods, typhoons, earthquakes, epidemics, quarantine restrictions, strikes, freight, or embargoes.

XXIII. Modifications including those Due to Public Welfare, Change in Law or Change in Marketing Conditions. GDOE shall give the Contractor notice of any proposed change in the Agreement and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Contractor. In the event GDOE materially alters the obligations of the Contractor, or the benefits to GDOE, then the Agreement shall be amended consistent therewith. Should these amendments materially alter the obligations of the Contractor, then the Contractor or GDOE shall be entitled to an adjustment in the rates and charges established under the Agreement. Contractor shall be entitled to terminate this Agreement rather than accept modified terms. Nothing contained in the Agreement shall require any party to perform any act or function contrary to law. GDOE and the Contractor agree to enter into good faith negotiations regarding modifications to the Agreement, which may be required in order to implement changes in the interest of the public welfare or due to changes in law. When such modifications are made to the Agreement, GDOE and the Contractor shall negotiate in good faith a reasonable and

appropriate adjustment for any changes in services or other obligations required of the Contractor directly and demonstrably due to any modification in the Agreement under this clause.

XXIV. Independent Contractor and its Employees.

A. Status of Contractor. The Contractor and its officers, agents, servants, subcontractors and employees are independent contractors performing professional services for GDOE, and are not employees of GDOE. The Contractor and its officers, agents, servants and employees shall not accrue vacation or sick leave, participate in the Government of Guam retirement system, insurance coverage, bonding, use of government vehicles or any other benefits accorded to Government of Guam employees as a result of this Agreement. Contractor agrees that Contractor and its aforementioned employees, officers, directors, agents, servants, and subcontractors are not and will not become an employee, officer or Board member of GDOE at any time during the duration of this Agreement, and will otherwise comply with the provisions of the Guam Procurement Law regarding ethics in public contracting (Title 5 Guam Code Annotated, Chapter 5, Article 11, and its associated rules and regulations). Nothing in this Agreement or any action taken under this Agreement shall be deemed or construed in any manner or for any purpose to evidence or establish as between Contractor and GDOE a relationship of partnership, agency, association, joint, venture or representative, nor does this Agreement authorize any party to undertake or bind any obligation or responsibility on behalf of the other party. In addition, there shall be no withholding of taxes by GDOE for the Contractor.

B. Liability. The Contractor assumes responsibility for its personnel and subcontractors providing services hereunder and will make all deductions and payments for social security and withholding taxes and for contributions to employment compensation funds, or any other payments required by the governments of the U.S. and Guam, if required. Contractor is responsible for paying when due any and all income taxes, gross receipts taxes, or any other taxes or assessments incurred as a result of the services performed by the Contractor and Contractor's employees or agents under this Agreement or the compensation paid to Contractor for services performed under this Agreement. Furthermore, Contractor shall maintain at the Contractor's expense all necessary insurance for its employees including but not limited to Worker's Compensation, Errors and Omissions, and liability insurance for each employee as required under U.S. and Guam Law and the mandates of the underlying IFB to this Agreement. Contractor agrees to hold harmless and indemnify GDOE, its officers, directors, employees, agents, representatives, successors and assigns, for any and all claims, demands, costs, losses, fees, penalties, interest, or damages, including attorney's fees, which may be brought or asserted due to (i) any injury, death, or property damage arising from the negligence or other wrongful or tortuous acts of Contractor or Contractor's employees, officers, contractors, directors, agents, representatives, successors, or assigns, or (ii) Contractor's failure to comply with terms of this subparagraph B.

C. Wage and Benefits Compliance. Contractor warrants it shall comply with all applicable federal and local laws, rules, and regulations regarding the payment of minimum wages and benefits, in particular in accordance with the Wage Determination for Guam issued and promulgated by the U.S. Department of Labor and with Guam Public Law 26-

111. Contractor assumes all liability for, and hereby indemnifies GDOE from, any violation of any applicable law, rule, or regulation relating to the payment of wages or benefits.

XXV. Disclosure. The Contractor hereby represents that it has disclosed to GDOE all matters regarding Contractor which if not disclosed to GDOE would materially affect GDOE's decision to enter into this Agreement with Contractor.

XXVI. Disposition of Property and Materials; Intellectual Property Rights.

A. All plans, outlines, briefs, memoranda, studies, reports, analyses and all other work product and materials incidental or otherwise ("Work Product") which are produced by reason of this Agreement shall be and remain the property of GDOE, regardless of whether Contractor is in possession of such Work Product, and may be used by GDOE without permission from Contractor and without any additional costs to GDOE.

B. All Work Products, including any and all intellectual property rights in said Work Product, arising out of the Agreement shall be the sole and exclusive property of GDOE. Contractor explicitly acknowledges that GDOE possesses exclusive rights to the Work Product arising out of this Agreement. Contractor shall not use or permit others to use in any way or form the Work Product without the express written consent of GDOE.

XXVII. Mandatory Representations by Contractor:

A. **Persons Convicted of Sex Offense.** Contractor warrants that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated or of an offense defined in Article 2 of Chapter 28 of Title 9 Guam Code Annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry, shall provide services on behalf of Contractor while on government of Guam property, with the exception of public highways. If any employee of Contractor is providing services on government property and is convicted subsequent to an award of a contract, then Contractor warrants that it will notify GDOE of the conviction within twenty-four hours of the conviction, and will immediately remove such convicted person from providing services on government property. If Contractor is found to be in violation of any of the provisions of this paragraph, then GDOE will give notice to Contractor to take corrective action. Contractor shall take corrective action within twenty-four (24) hours of notice from GDOE, and Contractor shall notify GDOE when action has been taken. If Contractor fails to take corrective steps within twenty-four (24) hours of notice from GDOE, then GDOE in its sole discretion may temporarily suspend this agreement.

B. **Gratuities and Kickbacks.** Contractor warrants it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 §11107.

C. **Contingent Fees.** Contractor warrants it has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage,

brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies.

D. **Ethical Standards.** Contractor warrants 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 of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.

XXVIII. Disputes.

a. In accordance with Guam procurement law, all controversies between the territory and the Contractor which arise under, or by virtue of, this contract and which are not resolved by mutual agreement, shall be decided by the GDOE procurement officer in writing, within 60 days after written request by the Contractor for a final decision concerning the controversy; provided however that if the procurement officer does not issue a written decision within 60 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Contractor may proceed as if an adverse decision had been received. The procurement officer shall immediately furnish a copy of the decision to the Contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt. Any such decision shall be final and conclusive, unless fraudulent, or the Contractor brings an action seeking review of the decision before the Guam Office of Public Accountability. The Contractor shall comply with any decision of the procurement officer and proceed diligently with performance of this contract pending final resolution by the Office of Public Accountability or the Superior Court of Guam of any controversy arising under or by virtue of this contract, except where there has been a material breach of the contract by GDOE; provided, however, that in any event the Contractor shall proceed diligently with the performance of the contract where GDOE has made a written determination that continuation of work under the contract is essential to public health and safety.

b. Any disputes for expenses incurred in reliance upon this Agreement shall be subject to the Government Claims Act found at Title 5, Guam Code Annotated, Chapter 6.

XXIX. Attachments, Exhibits, Schedules, and Entire Agreement. This Agreement, including its Attachments, Exhibits and Schedules, constitutes the entire Agreement and supersedes all prior written or oral understandings. No Agreement, oral or written, expressed or implied, has been made by any party hereto, except as expressly provided herein. All prior Agreements and negotiations are superseded hereby. This Agreement and any duly executed amendments hereto constitute the entire Agreement between the Parties hereto.

XXX. Computation of Time. Whenever this Agreement provides for a time period of ten (10) days or less days, weekends and Government of Guam holidays are not included in the computation. When this Agreement provides for a time period of over ten (10) days, weekends and Government of Guam holidays are to be included in the computation.

XXXI. Partial Invalidity. If any provision of this Agreement shall be deemed by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue to be in full force and effect.

XXXII. Amendments/Modifications. Any amendment or modification to this Agreement will be effective only if it is in writing and signed by both parties.

A. **Changes To Work.** Any modifications to the services or equipment to be delivered pursuant to this Agreement, and the compensation therefor, may be made by a written Change Order signed by an authorized representative of GDOE and Contractor. A Change Order may only be made on the conditions that the work to be performed by a Change Order is not inconsistent with the scope of work under this Agreement, and that where there is an increase in the costs for services, GDOE shall certify in writing that funds are available for the increased costs prior to such Change Order becoming effective.

B. **Extension of Time to Perform Services.** This Agreement may be modified to extend time for Contractor to perform services upon writing signed by GDOE and Contractor. A modification to extend time to perform services under this Agreement may only be made on the condition that such modification shall not increase the costs for services hereunder.



JON J. P. FERNANDEZ
Superintendent of Education

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CARMEN T. CHARFAUROS
Supply Management Administrator

AMENDMENT ACKNOWLEDGEMENT FORM

**IFB 027-2021
Telecommunication Service – Plain Old Telephone Services (POTS)
AMENDMENT 1**

May 3, 2021

Please review the attached document (All Notice/Amendments can be reviewed on our website). Please sign **this acknowledgement page and only return this page**, attention to **KATHRINA O. BAYSON** via fax (671) 472-5001 or via email to kobayson@gdoe.net.

I, _____, an authorized representative of the company named below, acknowledge receipt of **AMENDMENT 1**, for **IFB 027-2021 Telecommunication Service – Plain Old Telephone Services (POTS)**. Number of pages: **3** (including this coversheet).

Company Name (Print)

Print Name

Signature

Time and Date



**DEPARTMENT OF EDUCATION
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JON J. P. FERNANDEZ
Superintendent of Education

CARMEN T. CHARFAUROS
Supply Management Administrator

May 3, 2021

AMENDMENT 1

Prospective Bidders:

Please refer to our **Invitation for Bid No. 027-2021 Telecommunication Service – Plain Old Telephone Services (POTS)**, a copy of which was obtained by your company for consideration.

Pre-Bid Conference

GDOE is hereby scheduling a Pre-Bid Conference on:

Date: **Thursday, May 6, 2021**
Time: **11:00 AM CHST**
Location: **Via Video Conference (see below link)**

Link - <https://gdoe.zoom.us/j/92653450510>
Meeting ID – 926 5345 0510
Passcode – IFB0272021

GDOE is hereby making the following changes to the IFB:

Page 3, Section 1.1 – INVITATION FOR BID TIMELINE

From:

<u>DATE</u>	<u>ACTIVITY</u>	<u>TIME</u>
Wednesday, May 05, 2021	Deadline for Submission of Written Questions	3:00 p.m. Chamorro Standard Time (ChST)
Wednesday, May 12, 2021	Deadline for GDOE Response to Written Questions	5:00 p.m. Chamorro Standard Time (ChST)
Thursday, May 20, 2021	Deadline for Submission	10:00 a.m. Chamorro Standard Time (ChST)
Thursday, May 20, 2021	Public Bid Opening (via video conference)	10:30 a.m. Chamorro Standard Time (ChST)

To:

<u>DATE</u>	<u>ACTIVITY</u>	<u>TIME</u>
Monday, May 10, 2021	Deadline for Submission of Written Questions	3:00 p.m. Chamorro Standard Time (ChST)
Monday, May 17, 2021	Deadline for GDOE Response to Written Questions	5:00 p.m. Chamorro Standard Time (ChST)
Thursday, May 27, 2021	Deadline for Submission	10:00 a.m. Chamorro Standard Time (ChST)
Thursday, May 27, 2021	Public Bid Opening (via video conference)	10:30 a.m. Chamorro Standard Time (ChST)

Page 6, Section 3.1.4 – TIME AND DATE FOR RECEIPT OF BIDS

From: Bids must be received by GDOE no later than:
TIME: 10:00 a.m. Chamorro Standard Time (ChST)
DATE: Thursday, May 20, 2021

To: Bids must be received by GDOE no later than:
TIME: 10:00 a.m. Chamorro Standard Time (ChST)
DATE: Thursday, May 27, 2021

Page 7, Section 3.1.4 – TIME AND DATE FOR RECEIPT OF BIDS
Curb-side Drop Off Schedule

From: Due to the current COVID-19 pandemic, proper safety protocols must be adhered to. If the bid submission will be hand-delivered, delivery will be conducted via CURB-SIDE DROP OFF between Monday, May 17, 2021 through Wednesday, May 19, 2021, 9:00 a.m. to 3:00 p.m. and Thursday, May 20, 2021, 8:30 a.m. to 9:45 a.m. (15 minute intervals)

To: Due to the current COVID-19 pandemic, proper safety protocols must be adhered to. If the bid submission will be hand-delivered, delivery will be conducted via CURB-SIDE DROP OFF between Monday, May 24, 2021 through Wednesday, May 26, 2021, 9:00 a.m. to 3:00 p.m. and Thursday, May 27, 2021, 8:30 a.m. to 9:45 a.m. (15 minute intervals)

Page 7, Section 3.1.5 – RECEIPT AND OPENING OF BIDS

From: In order to adhere to social distancing requirements, bids shall be opened publicly via video conference on the time and date specified below:
TIME: 10:30 a.m. Chamorro Standard Time (CHST)
DATE: Thursday, May 20, 2021

To: In order to adhere to social distancing requirements, bids shall be opened publicly via video conference on the time and date specified below:
TIME: 10:30 a.m. Chamorro Standard Time (CHST)
DATE: Thursday, May 27, 2021

Page 8, Section 3.1.14 – PRE-BID WRITTEN QUESTIONS

From: Questions regarding this IFB must be received in writing by GDOE no later than:
TIME: 3:00 p.m. Chamorro Standard Time (ChST)
DATE: Wednesday, May 05, 2021

To: Questions regarding this IFB must be received in writing by GDOE no later than:
TIME: 3:00 p.m. Chamorro Standard Time (ChST)
DATE: Monday, May 10, 2021

All else remains the same.

Sincerely,


CARMEN T. CHARFAUROS
Supply Management Administrator



JON J. P. FERNANDEZ
Superintendent of Education

**DEPARTMENT OF EDUCATION
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CARMEN T. CHARFAUROS
Supply Management Administrator

AMENDMENT ACKNOWLEDGEMENT FORM

**IFB 027-2021
Telecommunication Service – Plain Old Telephone Services (POTS)
AMENDMENT 2**

May 17, 2021

Please review the attached document (All Notice/Amendments can be reviewed on our website). Please sign **this acknowledgement page and only return this page**, attention to **KATHRINA O. BAYSON** via fax (671) 472-5001 or via email to kobayson@gdoe.net.

I, _____, an authorized representative of the company named below, acknowledge receipt of **AMENDMENT 2**, for **IFB 027-2021 Telecommunication Service – Plain Old Telephone Services (POTS)**. Number of pages: **12** (including this coversheet).

Company Name (Print)

Print Name

Signature

Time and Date



JON J. P. FERNANDEZ
Superintendent of Education

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CARMEN T. CHARFAUROS
Supply Management Administrator

May 17, 2021

AMENDMENT 2

Prospective Bidders:

Please refer to our **Invitation for Bid No. 027-2021 Telecommunication Service – Plain Old Telephone Services (POTS)**, a copy of which was obtained by your company for consideration.

Please see **Amendment 2, Attachment A – Summary of Pre-Bid Conference** conducted on May 6, 2021.

GDOE is hereby making the following changes to the IFB:

Page 4, Section 2.3 – PROJECT DESCRIPTION

Add the following Sub-Section(s):

2.3.14. Bidder shall be able to provide the following features at a minimum:

2.3.14.1. Enhanced E-911

2.3.14.1.1. The service must at the time of installation be able to pass identifying digits from an originating station of Enhanced 911 calling party location.

2.3.14.1.2. At a minimum, the service must be able to identify the building location.

2.3.14.1.3. It must be able to be originated from both proprietary digital telephones as well as analog telephones.

2.3.14.1.4. The E911 call must be received at the Guam E911 Public Service Answering Point that serves the geographical area of the calling station's physical location.

2.3.14.2. Enhanced E-911 Event Notification

2.3.14.2.1. The service must enable the administrator to automatically send a text message and/or email message to notify authorized individual that an E911 call has been placed and the originating number of the call.

2.3.15. Electric Power

2.3.15.1. The handset shall be able to operate through power provided through the phone line from the Central Office.

2.3.15.2. The service shall be operational during an electrical power outage.

2.3.16. Caller ID

2.3.16.1. The calling party ID shall passed through the carrier circuits.

Page 4, Sub-Section 2.3.5.3

Add the following Sub-Section:

2.3.5.3.1. Bidder is responsible for the inside wiring "end to end" from the individual end-user all the way to the school's DEMARC and up to the Service Provider Central Office (CO) to ensure service is operational.

Please see below responses to questions submitted by Prospective Bidders:

GTA

1. Please provide a copy of the most recent invoice for the current services.

GDOE Response: See Amendment 2, Attachment B for the most recent invoice.

2. Referencing 2.3.9, please clarify the statement, should the calling party ID be passed through the carrier circuits?

GDOE Response: GDOE is not clear on how the question is in referenced to Sub-Section 2.3.9. The Bidder shall comply Communications Assistance for Law Enforcement Act (CALEA). However, the answer to the question is yes, the calling party ID shall passed through the carrier circuits.

3. Please confirm if services need to remain active even during a power outage.
GDOE Response: Confirmed.

Pacific Data Systems

4. Please confirm if attendance at the Pre-Bid Conference was mandatory.
GDOE Response: No.
5. Reference Attachment A, page 1 of 2, No. 5, lists 647-4554 as a POTS Main Office Failover Line. PDS was unable to confirm this as a failover line. Please verify.
GDOE Response: The line number is one of failover (F/O) line number for Chief Brodie Elementary School. PDS activated the line on 07/06/2016. See Attachment A that listed the line number and its locations within the site and its functions (F/O) on the invoice's supporting attachment.
6. Reference Attachment A, page 1 of 2, No. 11, lists 477-9371 as a security line. PDS was unable to confirm this as a security line. Please verify.
GDOE Response: The line number is for the security line at JQ San Miguel ES. The line was activated 07/20/2016. See Attachment A that listed the line number and its locations within the site and its functions (Sec. Line) on the invoice's supporting attachment.
7. Reference Attachment A, page 1 of 2, No. 12, lists 635-1551 as a security line. PDS was unable to confirm this as a security line. Please verify.
GDOE Response: The line number is for the security line at Liguana ES. PDS activated the line on 10/06/2016. See Attachment A that listed the line number and its locations within the site and its functions (Sec. Line) on the invoice's supporting attachment.
8. Reference Attachment A, page 1 of 2, No. 17, lists 828-2563 as a security line. PDS was unable to confirm this as a security line. Please verify.
GDOE Response: The line number is for the security line at Merizo ES. PDS activated the line on 07/22/2016. See Attachment A that listed the line number and its locations within the site and its functions (Sec. Line) on the invoice's supporting attachment.
9. Reference Attachment A, page 1 of 2, No. 17, lists 828-8680 as a failover line. PDS was unable to confirm this as a failover line. Please verify.
GDOE Response: The line number is for the failover (F/O) line at Merizo ES. PDS activated the line on 07/22/2016. See Attachment A that listed the line number and its locations within the site and its functions (F/O) on the invoice's supporting attachment.
10. Reference Attachment A, page 1 of 2, No. 22, lists 789-3218 as a security line. PDS was unable to confirm this as a security line. Please verify.
GDOE Response: The line number is for the security line at Talofofa ES. PDS activated the line on 12/01/2016. See Attachment A that listed the line number and its locations within the site and its functions (Sec. Line) on the invoice's supporting attachment.
11. Reference Attachment A, page 2 of 2, No. 30, lists 475-2426 as a security line. PDS was unable to confirm this as a security line. Please verify.
GDOE Response: The line number is for the security line at J.Rios MS. PDS activated the line on 10/06/2016. See Attachment A that listed the line number and its locations within the site and its functions (Sec. Line) on the invoice's supporting attachment.
12. Reference Attachment A, please confirm if the Rios Middle School elevator is required to have a POTS line for emergencies. Attachment A does not identify a POTS line for this.
GDOE Response: No POTS line service is required at the J Rios MS elevator at this time.
13. Reference Attachment A, please confirm if the Francisco B. Leon Guerrero Middle School elevator is required to have a POTS line for emergencies. Attachment A does not identify a POTS line for this.

GDOE Response: Currently, no elevator emergency POTS line is required at FB Leon Guerrero MS.

14. Reference Attachment A, please confirm if any of the high school armories require POTS line services for security purposes.

GDOE Response: Currently, GDOE FSAIS Office is not aware of any request or any existing security POTS lines services to the high school's ROTC armories.

15. Reference Page 4, Section 2.3.1 please confirm that the service; Analog/Plain Old Telephone Service, is required to be provided in accordance with the GPUC Order issued on May 30, 2008 defining the Minimum Technical Standards for this type of service.

GDOE Response: The Bidder shall comply with all Federal and Local regulations required for the Analog/Plain Old Telephone Services.

16. Reference Page 4, Section 2.3.1 and 2.3.7, please confirm that the service shall be line powered from the hardened Central Office Facilities.

GDOE Response: Confirmed.

17. Reference Page 4, Section 2.3.7, please confirm that the hardened Central Office Facilities shall provide a minimum of 12 hours of service all the way through to the end user device connection during any period of power outage.

GDOE Response: The service shall be operational during an electrical power outage.

18. Reference Page 4, Section 2.3.5, please confirm that GDOE will ensure that all inside wiring supporting the final phone service configuration are functioning and in good working order. If this is not the case then GDOE will pay additional costs to repair any existing Inside Wire issues prior to the commencement of the new service contract.

GDOE Response: GDOE confirms all existing POTS lines are in good working order. The awarded Bidder shall maintain the POTS line inside wiring connectivity "end-to-end" to the individual end-user location. GDOE will not be responsible for any cost to repair any inside wiring issues at the start of the new contractual service.

19. Reference Page 4, Section 2.3.1, please define any optional "CLASS Services" that GDOE will require to be installed on any of the lines defined in Attachment A. CLASS Services are optional features such as Call ID Number, Call Waiting, 3Way Calling, etc that are installed on the service configuration.

GDOE Response: The Bidder shall provide the following features at the minimum: a) Enhanced E-911; b) Enhanced E911 Event Notification; c) electrical power provided through the phone line from the central office; and d) Caller ID.

20. Reference Section 6, Bid Form, the TOTAL COST to be used to evaluate the bid does not include the ability for the bidder to add one-time/non-recurring costs associated with the installation of the services and any costs for number portability. Please amend the Bid Form to allow the inclusion of these costs.

GDOE Response: See Amendment 2, Attachment C – Revised Bid Form 1 to accommodate any NRC.

21. Reference 3.2.9, delivery of goods, What is the required delivery date for all services to be delivered for all GDOE locations?

GDOE Response: The delivery of services shall commence on and no earlier than July 01, 2021.

Docomo Pacific Inc.

22. 2.3.8 The bidder shall provide equal access and enable GDOE to select a long-distance carrier.
Question: Would the bidder be allowed to provide the long-distance carrier?

GDOE Response: Yes.

All else remains the same.

Sincerely,


CARMEN T. CHARFAUROS
Supply Management Administrator

Amendment No. 2
IFB 027-2021 Telecommunication Service – Plain Old
Telephone Services (POTS)

ATTACHMENT A
Summary of Pre-Bid Conference



JON J. P. FERNANDEZ
Superintendent of Education

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501 Mariner Avenue
B-Building, Suite 116
Barrigada, Guam 96913
Telephone: (671) 475-0438/Fax: (671) 472-5001
Email: procurement@gdoe.net



CARMEN T. CHARFAUROS
Supply Management Administrator

IFB 027-2021 Telecommunication Service – Plain Old Telephone Services (POTS)
Pre-Bid Conference

Thursday, May 6, 2021, 11:00 AM CHST

SUMMARY

I. Sign- In and Introduction

II. House Rules

- A. Pre-Bid Conference will be recorded and included in the Procurement File.
- B. Prospective Bidders must sign in on the zoom chat and provide the following information: Company Name, Individual's Name, email address.
- C. Please keep yourself on mute during the meeting. We will ask the group for questions periodically throughout the Pre-Bid Conference.

III. Reminders

A. Questions During Pre-Bid Conference

1. GDOE may provide verbal answers to verbal question from potential bidders during the pre-bid conference, however, **verbal answers will not be considered as an official GDOE response.**
2. All questions must be submitted in writing in accordance to Amendment No. 1 of the IFB, Section 3.1.14 – PRE-BID WRITTEN QUESTIONS no later than **Monday, May 10, 2021 at 3:00 PM.**
3. All written questions must be directed to **Kathrina Bayson via email at kobayson@gdoe.net**, in accordance to the IFB, Section 3.1.1 – COMMUNICATION REGARDING THE IFB.
4. GDOE will respond to questions no later than **Monday, May 17, 2021 at 5:00 PM.** Response to written questions will be provided via Amendment to all Prospective Bidders.

B. IFB Requirements

1. Bidders must submit with their bid, the forms listed on the IFB, Section 5 – FORMS REQUIRED IN RESPONSE TO IFB.
2. Bidders must also submit the Bid Form included with the IFB. See Section 3.1.6 – BID SUBMISSION FORM.

C. Deadline for Submission

1. **Deadline for Submission** will be on **Thursday, May 27, 2021 at 10:00 AM.** Bids must be submitted before the deadline at the GDOE Supply Management Office (Refer to the IFB and Amendment No. 1, Section 3.1.4 – TIME AND DATE FOR RECEIPT OF BIDS for additional submission guidelines).
2. **Bid Opening** will be held on the same day, **Thursday, May 27, 2021 at 10:30 AM** via Video Conference as specified on the IFB and Amendment No. 1, Section 3.1.5 – RECEIPT AND OPENING OF BIDS.

IV. Project Description / Scope of Work

V. Conclusion

Amendment No. 2
IFB 027-2021 Telecommunication Service – Plain Old
Telephone Services (POTS)

ATTACHMENT B

Recent Invoice for Current Services



185 Ilipog Drive, Ste. 204A
Tamuning, Guam 96931
Phone: 671-300-0200
Fax: 671-300-0265

Invoice

Invoice #: 211899
Invoice Date: 04/01/2021
Terms: Due Upon Receipt

Bill To:
Department of Education
Government of Guam
500 Mariner Avenue
Barrigada, GU 96913-1608

Ship To:
Financial, Student, Administrative
Information Systems (FSAIS)
500 Mariner Avenue
Barrigada, GU 96913-1608
ATTENTION: Data Processing Manager
and/or E-Rate Contact Person

IFB 005-2016
Purchase Order: 20210006-00
Vendor: 10157
Vendor SPIN: 143026234
Vendor EIN: 96-0001523

Services Rendered:	
1. Telephone Service April 01-30, 2021 service period (See attached list)	\$2,147.90
Total Amount Due to Pacific Data Systems	\$2,147.90
(BEAR)	

**I certify that the above bill is just and correct;
that payment therefor has not been received.**

Pacific Data Systems

by: _____


*Service Rendered
D. Cruz*

**GUAM DEPARTMENT OF EDUCATION
POTS TELEPHONE SERVICE
BILLING FOR THE MONTH OF APRIL 2021**

Tel Number	SITE	LOCATION (within Site)	Activation Date	Prorated/ Amount for Apr
472-5053	A Johnston MS	Main Office F/O	07/01/16	22.85
477-2248	A Johnston MS	G4S Sec. Line	07/15/16	22.85
477-8041	Agana Height ES	G4S Sec. Line	07/01/16	22.85
477-8060	Agana Height ES	Main Office F/O	08/01/16	22.85
635-4369	Astumbo ES	Main Office F/O	08/10/16	22.85
637-5352	Astumbo ES	G4S Sec. Line	07/01/16	22.85
635-1402	Astumbo MS	Main Office F/O	07/06/16	22.85
635-1404	Astumbo MS	SECURTECH SEC. LINE	10/06/16	22.85
734-4342	BP Carbullido ES	Main Office F/O	03/01/17	22.85
734-7769	BP Carbullido ES	G4S Sec. Line	07/20/16	22.85
646-8052	Chief Brodie ES	G4S Sec. Line	08/09/16	22.85
647-4444	Chief Brodie ES	Main Office F/O Published No.	08/04/16	22.85
647-4554	Chief Brodie ES	Main Office F/O	07/06/16	22.85
475-4502	CL Taitano ES	Main Office F/O	07/01/16	22.85
477-4778	CL Taitano ES	G4S Sec. Line	07/01/16	22.85
653-2400	DL Perez ES	G4S Sec. Line	07/12/16	22.85
653-2646	DL Perez ES	Main Office F/O	07/12/16	22.85
653-1725	FB Leon Guerrero MS	Main Office F/O	07/01/16	22.85
653-2090	FB Leon Guerrero MS	G4S Sec. Line	07/11/16	22.85
633-0569	Finegayan ES	Elevator Line	03/23/21	22.85
633-1521	Finegayan ES	Main Office F/O	10/06/16	22.85
633-1528	Finegayan ES	G4S Sec Line	07/08/16	22.85
734-0745	GW HS	G4S Sec. Line	07/12/16	22.85
734-2208	GW HS	G4S Sec Line -Library	07/14/16	22.85
734-8068	GW HS	Main Office F/O	08/23/16	22.85
734-8071	GW HS	G4S Sec Line	07/12/16	22.85
734-2983	HB Price ES	G4S Sec Line	08/04/16	22.85
734-7766	HB Price ES	Main office F/O	07/06/16	22.85
300-3290	HS Truman ES	Main Office F/O	11/03/17	22.85
565-0066	HS Truman ES	G4S Sec Line	08/03/16	22.85
828-2606	Inarajan ES	G4S Sec. Line	07/13/16	22.85
828-8642	Inarajan ES	Main Office F/O	07/13/16	22.85
475-0668	Inarajan MS	Main Office F/O	10/06/16	22.85
828-2107	Inarajan MS	Sec Line	07/20/16	22.85
300-3292	JFK HS	Main Office F/O	11/03/17	22.85
475-2412	JLG Rios MS	Main Office F/O	10/06/16	22.85
475-2426	JLG Rios MS	Sec Line	07/18/16	22.85
632-7102	JM Guerrero ES	Main Office F/O	07/14/16	22.85
637-0357	JM Guerrero ES	G4S Sec Line	07/14/16	22.85
477-9368	JQ San Miguel ES	Main Office F/O	07/20/16	22.85
477-9371	JQ San Miguel ES	G4S Sec Line	07/20/16	22.85
646-2234	LBJ ES	Main Office F/O	07/11/16	22.85
646-5047	LBJ ES	G4S Sec Line	07/11/16	22.85
635-1551	Liguan ES	SECURTECH SEC. LINE	10/06/16	22.85
635-1553	Liguan ES	Main Office F/O	07/01/16	22.85
635-1554	Liguan ES	Principal Office F/O	07/01/16	22.85
735-3111	LP Untalan MS	G4S Sec Line	07/15/16	22.85
735-3115	LP Untalan MS	Main Office F/O	07/15/16	22.85
565-2946	M. Sablan ES	Main Office F/O	07/01/16	22.85
565-3172	M. Sablan ES	G4S Sec Line	07/12/16	22.85
632-8090	MA Ulloa ES	Main Office F/O	07/07/16	22.85
637-2490	MA Ulloa ES	G4S Sec Line	07/07/16	22.85

**GUAM DEPARTMENT OF EDUCATION
POTS TELEPHONE SERVICE
BILLING FOR THE MONTH OF APRIL 2021**

Tel Number	SITE	LOCATION (within Site)	Activation Date	Prorated/ Amount for Apr
789-1601	MU Lujan ES	G4S Sec Line	08/16/16	22.85
789-1686	MU Lujan ES	Main Office F/O	10/06/16	22.85
632-0020	Machananao ES	Main Office F/O	10/27/17	22.85
635-4382	Machananao ES	G4S Sec Line	07/07/16	22.85
828-2563	Merizo ES	G4S Sec Line	07/22/16	22.85
828-8680	Merizo ES	Main Office F/O	07/22/16	22.85
565-2962	Oceanview MS	Main Office F/O	08/01/16	22.85
565-3259	Oceanview MS	G4S Sec Line	08/01/16	22.85
635-1176	Okkodo HS	Business/Admin office F/O	07/15/16	22.85
635-1177	Okkodo HS	SECURTECH SEC. LINE	08/11/16	22.85
472-4687	Ordot Chalan Pago ES	G4S Sec Line	03/01/17	22.85
477-2188	Ordot Chalan Pago ES	Main Office F/O	07/01/16	22.85
734-3972	PC Lujan ES	Main Office F/O	07/08/16	22.85
734-6727	PC Lujan ES	G4S Sec Line	08/05/16	22.85
653-3301	S. Sanchez HS - Security Line	Main Office - Security Line	07/11/16	22.85
653-3625	S. Sanchez HS - Security Line	Main Office F/O	10/06/16	22.85
653-4357	S. Sanchez HS - Security Line	Library - Security Line	07/11/16	22.85
653-8864	S.Sanchez HS (Elevator)	Elevator Line	08/04/16	22.85
300-3291	Southern HS	Main Office F/O	11/03/17	22.85
479-2105	Southern HS	G4S Sec Line - Gym	07/15/16	22.85
479-2177	Southern HS	G4S Sec Line - Main Office	07/15/16	22.85
300-3294	Talofoto ES	Main Office F/O	11/15/17	22.85
789-3218	Talofoto ES	G4S Sec Line	12/01/17	22.85
789-1173	Talofoto ES	Nurse Office F/O	12/01/17	22.85
646-6018	Tamuning ES (Elevator)	Elevator Line B	03/01/17	22.85
649-2614	Tamuning ES (Elevator)	Elevator Line A	03/01/17	22.85
649-8055	Tamuning ES	G4S Sec Line	07/01/16	22.85
646-8059	Tamuning ES	Main Office F/O	08/10/16	22.85
300-3293	Tiyan HS	Main Office F/O	11/07/17	22.85
633-1393	Upi ES	Nurse Office F/O	07/05/16	22.85
653-1371	Upi ES	G4S Sec Line	08/10/16	22.85
653-5305	Upi ES	Main Office F/O	07/18/16	22.85
632-1226	VSA Benavente MS	Main Office F/O	07/01/16	22.85
632-7528	VSA Benavente MS	G4S Sec Line	07/11/16	22.85
632-7870	Wettengel ES	G4S Sec Line	08/10/16	22.85
632-7970	Wettengel ES	Main Office F/O	07/01/16	22.85
Central Offices - Tiyan				
479-4470	Federal Program (CSO)	Admin Office - Ike Santos	07/05/16	22.85
477-1535	Headstart	Main Office	07/05/16	22.85
472-5003	Sup. Office (CSO)	Fax#	07/01/16	22.85
475-0457	Sup. Office (CSO)	Supt. Front Office - Published No.	07/01/16	22.85
472-1741	Tiyan - Sp Ed. GEIS	GEIS Main Office Fax#	07/05/16	22.85
472-5001	Procurement (CSO)	Main Office Fax# - Published No.	07/01/16	22.85
TOTAL AMOUNT :				2,147.90

Amendment No. 2
IFB 027-2021 Telecommunication Service – Plain Old
Telephone Services (POTS)

ATTACHMENT C
Revised Bid Form 1

REVISED BID FORM 1

Amendment No. 2

GDOE IFB 027-2021

TELECOMMUNICATION SERVICE - PLAIN OLD TELEPHONE SERVICES (POTS)

Monthly Recurring Charge (MRC)							NRC	MRC + NRC	
Items	(A) MRC <u>Basic Line Rate Charge</u> per phone line	(B) MRC Total Surcharge Fees (such as SLC,USF, E911, etc.)	(C) MRC Inside Wiring Maintenance Service Charge	(D) Total MRC Per phone line (Add Column A + Column B + Column C)	(E) Quantity Number of POTS Line	(F) Number of Months	(G) MRC TOTAL COST (Multiply Column D x Column E x Column F)	(H) NRC TOTAL COST (one-time/non-recurring charges associated with the <u>97</u> POTS Lines - such as cost for installation, activation, etc.)	(I) TOTAL COST (Add Column G + Column H)
Plain Old Telephone Services (POTS) - Analog	\$	\$	\$	\$	97	36	\$	\$	\$

*The Price Evaluation will be based on the TOTAL COST (Column I). The Bidder should check and cross check for mathematical accuracy.

*The quantity of POTS lines may increase or decrease during the term of the award.

*The Basic Line Rate Charge and IW Maintenance Service Charge will remain fixed for the duration of the awarded term.

*The Surcharge Fees may be adjusted to meet Local and Federal regulatory mandate. Bidder shall provide the Local and Federal regulatory document to support the change in surcharge fees and an itemized cost for the total surcharge fees.

PRICE LIST		
Item	Non-Recurring Charge (NRC)	
Plain Old Telephone Services (POTS) - Analog	NRC One-Time Charge for New POTS Line <u>Installation and Activation.</u>	NRC One-Time Charge to <u>Relocate an Existing POTS line</u>
	\$	\$

By signing below, I represent that I am an authorized representative and I certify that the information provide on this Bid Form is true and correct. And by submission of this bid the company is making an offer to provide the services and products described in **GDOE IFB 027-2021**. I also confirm that the bid price shall remain firm and irrevocable for the term of the award.

Company Name

Print Name of Authorized Representative

Signature of Authorized Representative

Title

Date

() MARK IF YOU ARE CLAIMING STATUS AS A SERVICE-DISABLED VETERAN OWNED BUSINESS UNDER 5 GCA § 5012
(IF ANY ALTERATIONS ARE DONE TO THIS BID COST FORM, GDOE WILL FIND BIDDER NON-RESPONSIVE)



JON J. P. FERNANDEZ
Superintendent of Education

DEPARTMENT OF EDUCATION
OFFICE OF SUPPLY MANAGEMENT

www.gdoe.net
501 Mariner Avenue
B-Building, Suite 116
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Email: procurement@gdoe.net



CARMEN T. CHARFAUROS
Supply Management Administrator

AMENDMENT ACKNOWLEDGEMENT FORM

IFB 027-2021
Telecommunication Service – Plain Old Telephone Services (POTS)
AMENDMENT 3

May 24, 2021

Please review the attached document (All Notice/Amendments can be reviewed on our website). Please sign **this acknowledgement page and only return this page**, attention to **KATHRINA O. BAYSON** via fax (671) 472-5001 or via email to kobayson@gdoe.net.

I, _____, an authorized representative of the company named below, acknowledge receipt of **AMENDMENT 3**, for **IFB 027-2021 Telecommunication Service – Plain Old Telephone Services (POTS)**. Number of pages: **2** (including this coversheet).

Company Name (Print)

Print Name

Signature

Time and Date



JON J. P. FERNANDEZ
Superintendent of Education

DEPARTMENT OF EDUCATION
OFFICE OF SUPPLY MANAGEMENT

www.gdoe.net
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Email: procurement@gdoe.net



CARMEN T. CHARFAUROS
Supply Management Administrator

May 24, 2021

AMENDMENT 3

Prospective Bidders:

Please refer to our **Invitation for Bid No. 027-2021 Telecommunication Service – Plain Old Telephone Services (POTS)**, a copy of which was obtained by your company for consideration.

GDOE is hereby making the following changes to the IFB:

Amendment No. 2, Section 2.3.14.2 – Enhanced E-911 Event Notification

Delete Sub-Section 2.3.14.2 and 2.3.14.2.1 in its entirety.

All else remains the same.

Sincerely,

Handwritten signature of Carmen T. Charfauros.
CARMEN T. CHARFAUROS
Supply Management Administrator

ATTACHMENT B

Number of Solicitation: **10**
 Number of Bids Received: **2**
 Bid Number: **IFB 027-2021**
 Closing Date: **5/27/2021**
 Time: **10:00 AM**

**Guam Department of Education
 Office of Supply Management
 Government of Guam
 ABSTRACT OF BIDDERS**

BIDDER(S)	Acceptance Date	Acceptance Time	Description of Supplies or Services: <u>Telecommunication Service - Plain Old Telephone Services (POTS) -</u>										Total Cost (I)						
			A	B	C	D	E	F	G	H	I	J							
Telecom holdings Udon eta	5/27/21	8:55am	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	10,782.84
1 Original ✓ 2 Copies ✓ 2 Electronic ✓ Amendment Acknowledgement 3	ORIGINAL CHECK #1946-83																		
Pacific Data System	5/27/21	9:33am	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	137,549.88
1 Original ✓ 2 Copies ✓ 2 Electronic ✓ Amendment Acknowledgement 3	Bid #194 15-1-04 total bid																		
() 1 Original () 2 Copies () 2 Electronic Amendment Acknowledgement																			
() 1 Original () 2 Copies () 2 Electronic Amendment Acknowledgement																			
() 1 Original () 2 Copies () 2 Electronic Amendment Acknowledgement																			

I hereby certify that all BIDS received in response to this BID were opened under my personal supervision and that the same as of all bidders have been entered hereon.

(Print & Signature) Fatherly M. Bona
 DATE: 5/27/21

TABULATED BY: FATHERLY M. BONA
 Number of Amendments: 3

LEGEND(S)

- [A] Bid Bond Form (15%)
- [B] Restrictions Against Sex Offenders
- [C] Proprietary Data Designation Form
- [D] Local Procurement Preference Application
- [E] Affidavit Disclosing Ownership and Commissions
- [F] Affidavit re Non-Collusion
- [G] Affidavit re Gratuities or Kickbacks
- [H] Affidavit re Ethical Standards
- [I] Declaration re Compliance with US DOL Wage Determination
- [J] Affidavit re Contingent Fees

ATTACHMENT C



JON J. P. FERNANDEZ
Superintendent of Education

**DEPARTMENT OF EDUCATION
OFFICE OF SUPPLY MANAGEMENT**

www.gdoe.net
501 Mariner Avenue
B-Building, Suite 116
Barrigada, Guam 96913
Telephone: (671) 475-0438/Fax: (671) 472-5001
Email: procurement@gdoe.net



CARMEN T. CHARFAUROS
Supply Management Administrator

June 4, 2021

BID STATUS

Pacific Data Systems
185 Ilipog Drive, Suite 204A
Tamuning, Guam 96913
Tel: (671) 646-4202
Email: john@pdsguam.com

Attn: John Day
President / COO

Bid no.: GDOE IFB 027-2021 OPENED: Thursday, May 27, 2021 at 10:30am

Description: Telecommunication Service – Plain Old Telephone Services (POTS)

The following is the evaluation results of subject bid: Refer to item(s) checked below.

- Rejected (in its entirety), or partially rejected due to:
 - Insufficient funds
 - Change of specifications
 - Insufficient number of bidders
 - Bids received are at unreasonable prices
 - Solicitation did not provide for consideration of all factors

- Not recommended due to:
 - Late submission of bid
 - No bid bond submitted
 - Non-conformance with Specifications
 - Others: _____

Bid is recommended for award to:
Teleguam Holdings LLC dba GTA **Bid Total - \$70,782.84**

Remarks: The following bidder did not submit the lowest, most responsive and responsible bid:
Pacific Data Systems **Bid Total - \$137,549.88**

Sincerely,

CARMEN T. CHARFAUROS
Supply Management Administrator

Acknowledgement Receipt

Print Name

Signature

Date

Time

ATTACHMENT D



JON J. P. FERNANDEZ
Superintendent of Education

**DEPARTMENT OF EDUCATION
OFFICE OF SUPPLY MANAGEMENT**

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Email: procurement@gdoe.net



CARMEN T. CHARFAUROS
Supply Management Administrator

NOTICE OF AWARD

June 4, 2021

Pacific Data Systems
185 Ilipog Drive, Suite 204A
Tamuning, Guam 96913
Tel: (671) 646-4202
Email: john@pdsguam.com

Attn: John Day
President / COO

Reference: Telecommunication Service – Plain Old Telephone Services
FORMAL INVITATION FOR BID: GDOE IFB 027-2021

Hafa Adai,

This Notice of Award is issued in regards to the referenced Invitation for Bid (IFB), issued by the Government of Guam, Guam Department of Education for Telecommunication Service – Plain Old Telephone Services. The Guam Department of Education has evaluated the bids received using the evaluation factors identified in the IFB, and the Guam Department of Education is hereby announcing its award to the following Bidder:

- **Teleguam Holdings LLC dba GTA**

This award is conditioned upon the successful execution and final approval of the contract and/or purchase order by all parties required by Guam law. This notice does not constitute the formation of a contract between the Guam Department of Education and the successful Bidder. The successful Bidder shall not acquire any legal or equitable rights relative to the contract services until a contract containing terms and conditions acceptable to the Government of Guam is executed. The Guam Department of Education further reserves the right to cancel this Notice of Award at any time prior to the execution of a written contract in accordance with the provisions of the Guam Procurement Law and any other applicable laws or regulations.

If you have any questions regarding this matter, kindly contact our office at (671) 475-0438.

Please acknowledge receipt and return via email to kobayson@gdoe.net.

Sincerely,

CARMEN T. CHARFAUROS
Supply Management Administrator

Acknowledgement Receipt

Print Name

Signature

Date

Time

ATTACHMENT E

PROCUREMENT SECTION
RECEIVED

JUN 10 2021

DEPARTMENT OF EDUCATION
TIME: 10:02 AM INITIAL: RQ



June 10, 2021

by hand delivery with email copy

Ms. Carmen T. Charfauros
Supply Management Administrator
Guam Department of Education (GDOE)
501 Mariner Avenue, Suite 116
Barrigada, GU 96913

Subject: PROTEST of GDOE Invitation for Bid - GDOE-027-2021 Plain Old Telephone Services (POTS)

Dear Ms. Charfauros:

Pacific Data Systems (PDS) now files this PROCUREMENT PROTEST reference Guam Code Annotated (GCA) §5425(a) regarding the above referenced procurement.

I. Background:

The Guam Department of Education (GDOE) issued the above Invitation for Bid procurement on April 28, 2021.

On May 27, 2021, 2 bidders; Pacific Data Systems (PDS) and Teleguam Holdings LLC (GTA) submitted bids in response to the GDOE IFB procurement. GDOE conducted a public opening of the bids. These results are summarized in the attached Bid Abstract (see Exhibit A).

On May 28, 2021 PDS made a Freedom of Information Act (FOIA) request for a copy of GTA's submission. On June 7, 2021 GDOE provided PDS with a copy of the GTA's Price Proposal, bid amendments, affidavits and certifications. The other information associated with GTA's submission was not provided by GDOE though this information was clearly covered by the PDS FOIA request which is attached as Exhibit B.

On June 4, 2021 GDOE sent PDS a Bid Status and Award Notification (see Exhibits C & D).

PDS now files this PROCUREMENT PROTEST which identifies procurement issues with the above referenced GDOE IFB 027-2021 procurement.

II. Timeliness of Protest:

GCA 5 §5425(a) requires that Protests must be made within 14 days of the issues leading to the protest being known by the Protester (PDS in this case). The issues documented by PDS in this protest became known to PDS when GDOE opened the bid proposals on May 27, 2021. Therefore, this PROCUREMENT PROTEST meets the timeliness required by applicable law and regulation.



III. Basis for Protest:

PDS now makes this Protest of the AWARD by GDOE in this procurement for the following reasons:

1. GTA will not be able to install the proposed service within the service delivery required by GDOE (July 1). Though GDOE did not provide PDS with copies of the GTA Technical proposal that describes the GTA plan for installing the proposed services, PDS is aware of the timelines required to install the required services at each of the GDOE locations and also to transfer the existing GDOE numbers from the PDS network to the GTA network. The GTA bid must be rejected for failing to providing an acceptable service installation plan that meets the July 1 service delivery requirement specified by GDOE.
2. The services proposed under this procurement by GTA are regulated by the Guam Public Utility Commission (GPUC) and subject to the Guam Telecom Act (reference 12 GCA §12-201) and subject to the GTA General Exchange Tariff approved by the GPUC. The pricing proposed by GTA in this procurement does not conform to the GTA tariff filed and approved by the GPUC for these services. GDOE has warned bidders that they must be aware of all applicable "laws and regulations" regarding their offers and that their bids must comply accordingly. See the attached Exhibit E which contains copies of the applicable GTA tariff terms that apply to the proposed services offered by GTA (Plain Old Telephone Services). The GTA Bid offer must be rejected since it does not comply with applicable Guam Law, Regulations, and GTA's approved GPUC Tariff for the offered services.
3. The service pricing offered by GTA, is in violation of Guam Law (reference 12 GCA 12-205), that states that Telecom Providers shall not take Anti-Competitive actions. The pricing offered by GTA is clearly Anti-Competitive and in violation of the above referenced law and for this reason, the GTA bid must be rejected.
4. GTA's surcharges for the POTS circuits on the bid form does not breakout the individual charges, which may include the Gross Receipts Tax/Business Privilege Tax. Currently, the Office of the Attorney General of Guam has filed a complaint in the Superior Court of Guam (CV-0217-21) indicating that GTA is passing along this cost to its customers as an illegal surcharge over and above the price of goods and services represented to consumers. For this reason, the GTA bid must be rejected. This is attached as Exhibit F.
5. Because a copy of GTA's proposal to provision the services was not provided to PDS through its FOIA request, PDS reserves the right to amend this protest should it come across new information not currently known.

IV. Summary:

As noted above, GTA's Bid submission in this procurement violates applicable Guam Law, Procurement Regulations, and GTA's own service tariff filed as approved by the GPUC. For these reasons the GTA bid must be rejected and the intent to award rescinded. GDOE may then evaluate other bids for award. Failure to take these actions will only lead to any Award that GDOE makes being declared VOID in future administrative appeal or legal proceedings.



V. Negotiations to Resolve Protest:

Reference 5 GCA §5425(b), PDS is available to meet with the authorized GDOE representative(s) to discuss this protest and engage in good faith negotiations to resolve this protest.

VI. Procurement is Stayed:

GDOE is reminded that PDS has filed a timely protest of this procurement and no further action can be taken regarding this procurement until this protest has been duly reviewed and an appropriate determination made (5 GCA §5425(g)).

Sincerely,

A handwritten signature in black ink, appearing to read 'John Day', is written over a horizontal line.

John Day
President

Copy to: Ms. Kathrina Bayson - Buyer Supervisor II - GDOE Supply Management

Attachments:

- Exhibit A - GDOE Bid Abstract from Public Opening, May 27, 2021
- Exhibit B - GTA Bid packet received from GDOE through PDS FOIA request, June 7, 2021
- Exhibit C - GDOE Bid Status, June 4, 2021
- Exhibit D - GDOE Award Notification, June 4, 2021
- Exhibit E - Copies of GTA Tariffs related to Plain Old Telephone Services
- Exhibit F - Office of the Attorney General Complaint against GTA (CV0217-21)

ATTACHMENT F



JON J. P. FERNANDEZ
Superintendent of Education

DEPARTMENT OF EDUCATION
OFFICE OF SUPPLY MANAGEMENT

www.gdoe.net
501 Mariner Avenue
B-Building, Suite 116
Barrigada, Guam 96913
Telephone: (671) 475-0438/Fax: (671) 472-5001
Email: procurement@gdoe.net



CARMEN T. CHARFAUROS
Supply Management Administrator

June 29, 2021

Pacific Data Systems
121 Robat Street, Suite 101
Maite, Guam 96910
Tel: (671) 300-0202
Fax: (671) 300-0265
Email: john@pdsguam.com

Attn: John Day
President / COO

Subject: **Response to Protest Letter Dated June 10, 2021**

Reference: Telecommunication Service – Plain Old Telephone Services (POTS)
Formal Invitation for Bid: GDOE IFB 027-2021

Hafa Adai Mr. Day,

This is a written response to your letter of protest dated June 10, 2021 regarding Guam Department of Education (“GDOE”) Invitation for Bid No. 027-2021 (“IFB”) for Telecommunication Service – Plain Old Telephone Services (“POTS”).

GDOE has reviewed and hereby DENIES your protest in its entirety for the reasons discussed below:

GDOE IFB 027-2021 STATES DELIVERY OF SERVICES SHALL COMMENCE ON AND NO EARLIER THAN JULY 01, 2021

On April 28, 2021, GDOE issued the IFB for the above referenced Telecommunication Services. Section 3.2.4 of the IFB states in relevant part that the duration of the award shall be for three (3) years upon receipt of the Executed Agreement and/or purchase order but no earlier than July 1, 2021. *See* IFB 027-2021, section 3.2.4., p. 9. Amendment 2 of the IFB indicates the delivery of services shall commence on and no earlier than July 1, 2021. *See* IFB 027-2021, Amendment 2, p. 4.

Pacific Data Systems (“PDS”) argues that Teleguam Holdings LLC dba GTA (“GTA”) will not be able to install the proposed services within the service delivery required by GDOE (July 1). However, as stated above and in the IFB, this is not the requirement. The IFB’s specific requirement is that services shall commence on and no earlier than July 1, 2021. *Id.* Therefore, GDOE properly awarded GTA because the bids were evaluated pursuant to the terms and conditions as stated within the IFB.

PURSUANT TO IFB 027-2021, GTA IS THE LOWEST, MOST RESPONSIBLE AND RESPONSIVE BID

GDOE awarded the IFB based on the lowest, most responsive and responsible bid. Upon review of the bid submissions prior to award, GDOE has determined that GTA has met the minimum requirements of the IFB and has provided the lowest total price.¹ In addition, prior to awarding the contract, GDOE has confirmed that the prospective contractor is responsible.

PDS argues that GTA is in violation of the Guam Telecommunications Act (“Act”) and that their pricing is not in compliance with Guam Law. PDS also argues that GTA’s services, pricing, and actions are clearly anti-competitive in violation of the Act, and therefore must be rejected.

As stated in the Act, GDOE does not have the authority to enforce and investigate allegations and violations of the Act, as that resides with the Public Utilities Commission. *See* 12 GCA §12207. In regards to the IFB and the relevant rules and requirements, GDOE has confirmed GTA’s compliance. Therefore, GDOE properly evaluated and awarded the IFB to GTA, in accordance with the IFB and Guam Procurement Law, Rules and Regulations.

PDS also argues that GTA’s surcharges on the bid form does not breakout the individual charges, which may include the Gross Receipts Tax/Business Privilege Tax.

The IFB does not require Bidders to provide a breakdown of the individual surcharges for this service. *See* IFB 027-2021, Bid Form, p. 21. As stated in the IFB, in the event a surcharge fee is adjusted to meet Local and Federal regulatory mandate throughout the duration of the contract, **then** a Bidder shall provide the local and federal regulatory document to support the change in surcharge fees. *Id.* In terms of the IFB, GTA properly provided their price. *Id.* Therefore, pursuant to the above mentioned reasons, GDOE has properly determined that GTA is the lowest, most responsible and responsive bid for the IFB.

Given the facts and reasons stated above, GDOE hereby denies your protest in its entirety. Pursuant to 5 GCA §5425(e), you are hereby advised that you have a right to administrative and judicial review as allowed by the Guam Procurement Law. You may appeal the decision to the Guam Office of Public Accountability within fifteen (15) days.

Acknowledgement Receipt

Franklin Artero

Print Name




Signature

6/30/2021

Date

8:30 am

Time

Sincerely,

CARMEN T. CHARFAUROS
Supply Management Administrator

¹ PDS improperly alleges that GDOE did not comply with their Freedom of Information Act (“FOIA”) request. However, Guam Law provides for the protection and exemption from disclosure, all existing privileges or confidential records or other information expressly protected under the law. *See* 5 GCA §10108(i). Therefore, in regards to PDS’s FOIA request, GDOE properly complied with and provided information in accordance with Guam Law. In addition, PDS asserts an erroneous ability to amend this protest later, however this is incorrect and Guam Procurement law strictly prohibits this. *See* 5 GCA §5425.

ATTACHMENT G

APPLICATION OF TARIFF

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By: Tariff Administrator
Title:
Issued:



DEFINITIONS

ACCESS LINE

A central office line which provides access to the telephone network for local and long distance telephone services.

AUTHORIZED USER

A person, firm or corporation (other than the customer) who has been authorized by GTA to communicate over a private line or channel according to the terms of the tariff and (1), on whose premises a station of the private line service is located or (2), who receives from or sends to the customer over such private line or channel communications relating solely to the business of the customer.

BUSINESS SERVICE

Telecommunications service furnished to customers where the primary or obvious use is of a business, professional or occupational nature.

CENTRAL OFFICE

A switching unit in a telecommunications system which provides service to the general public, having the necessary equipment and operating arrangements for the terminating and interconnecting of exchange lines and trunks or trunks only. There may be more than one central office in a building or exchange.

COMMISSION

The Public Utilities Commission of Guam.

CONTRACT

The service agreement between a customer and GTA under which service and facilities for communications between specified locations for designated periods and for the use of the customer and the authorized users specifically named are furnished in accordance with the provisions of this tariff.

CUSTOMER

Any person, firm, partnership, corporation, municipality, cooperative organization or governmental agency furnished communication service by GTA under the provisions and regulations of this tariff and responsible for the payment of charges and compliance with the rules and regulations of GTA.

EXCHANGE SERVICE

Exchange service is a general term describing as a whole, the facilities for local intercommunications, together with the capability to send and receive a specified or an unlimited number of local messages at charges in accordance with the provisions of the General Exchange Tariff.

(a) Flat Rate Service: A classification of exchange service furnished a customer under tariff provisions, for which a stipulated charge is made, regardless of the amount of use.

By: Tariff Administrator
Title:
Issued:



(b) **Individual Line Service:** A classification of exchange service which provides that only one exchange access line shall be served by the circuit connected.

(c) **Public Telephone Service:** An exchange access line equipped with an instrument designed and placed for use by the public in general at locations chosen or accepted by GTA.

FACILITIES

All the plant and equipment of GTA and all instrumentalities owned, licensed, used, controlled, furnished, or supplied for or by GTA.

INSTALLATION CHARGE

A nonrecurring charge associated with optional service features and may sometimes be called an "initial" charge.

OFF-ISLAND LISTING

Any directory listing outside the local service area served by GTA

LOCAL SERVICE AREA (LOCAL CALLING AREA)

The area within which telephone service is furnished customers under a specific schedule of exchange rates (flat or measured) and without toll charges.

PAY TELEPHONE

See Public Pay Telephone.

PREMISES

The same premises consists of:

(a) the building or buildings, together with the surrounding land occupied as, or used in the conduct of one establishment, business, residence, or a combination thereof, and not intersected by a public road or by property occupied by others.

(b) the portion of the building occupied by the customer, either in the conduct of his business or residence, or a combination thereof, and not intersected by a public corridor or by space occupied by others.

(c) the continuous property operated as a single farm whether or not intersected by a public road. In connection with inside moves, the same premises consists of the building or portion of a building occupied as a unit by the customer in the conduct of his business or as a residence or a combination thereof, and not intersected by a public thoroughfare, a corridor, or space occupied by others.

PUBLIC PAY TELEPHONE SERVICE

An exchange access line with instrument installed at a location chosen or accepted as suitable and necessary for furnishing service to the general public.

RESIDENTIAL SERVICE

Telecommunications service furnished to customers when the actual use is for non-business purposes.

By: Tariff Administrator
Title:
Issued:



TARIFF

The schedule of GTA containing all rates, and charges stated separately by type or kind of service and the customer class, and the rules and regulations of GTA stated separately by type or kind of service and the customer class as filed with the Public Utilities Commission of Guam.

TELECOMMUNICATIONS SERVICES

The various services offered by GTA as specified in this tariff.

By: Tariff Administrator
Title:
Issued:



SECTION 1 - APPLICATION OF TARIFF

I. APPLICATION OF TARIFF

The rules and regulations contained in this section apply to the service and facilities provided by TeleGuam Holdings, LLC d/b/a GTA ("GTA") in the U.S. Territory of Guam. When service and facilities are provided in part by GTA and in part by other connecting companies, the regulations of GTA apply to the portion of the service or facilities furnished by GTA. Failure on the part of the customer to observe these rules and regulations after due notice of such failure automatically gives GTA the right to discontinue service to that customer.

The following symbols are used in the right-hand margin to denote changes or revisions made on each page:

- (C) Indicates Changed Regulation
- (D) Indicates Discont'd Rate or Regulation
- (I) Indicates Rate Increase
- (M) Indicates Move in Location of Text
- (N) Indicates New Rate or Regulation
- (R) Indicates Rate Reduction
- (T) Indicates Change of Text Only

The regulations covering the connection of equipment, accessories or facilities provided and maintained by the customer are contained in other sections of this tariff.

- A. In the event of a conflict between any rate, rule, regulation or provisions contained in this tariff and any rate, rule, regulation, or provision contained in the tariffs of other companies in which GTA concurs, the rate, rule, regulation or provision contained in this tariff shall prevail.
- B. This tariff cancels and supercedes all other general exchange tariffs of GTA issued and effective prior to the effective date shown on the individual sheets of this tariff.
- C. Should there be any conflict between this tariff and the Rules and Regulations of the Guam Public Utilities Commission (the Commission), the Commission's rules shall apply unless otherwise established by the courts.

By: Tariff Administrator
Title:
Issued:



I. APPLICATION OF TARIFF (cont'd)

- D. GTA will maintain a copy of the Tariff for Public Inspection at its office, 642 North Marine Drive, Tamuning, Guam; and online at www.GTAdialtone.com. GTA will not provide paper copies of its Tariff. CD-Rom copies of the Tariff will be available at a charge of \$50.00.

II. AVAILABILITY OF FACILITIES

GTA's obligation to furnish or continue to furnish telecommunications service is dependent upon its ability to obtain, retain and maintain without unreasonable expense, suitable rights-of-way and facilities, and to provide for the installation of those facilities required to furnish and maintain that service.

GTA's failure to provide or maintain service under this tariff shall be excused by labor difficulties, government orders, civil commotions, acts of God and other circumstances beyond GTA's reasonable control, subject to the interruptions allowance provisions of this tariff.

III. CUSTOMER SERVICE AND PROTECTION

This part of the Rules and Regulations Section of the tariff provides information to telephone consumers about resolving disputes with GTA, applying for service, the classification of business and residential rates, deposits, billing, refusal of service, disconnection of service, and cancellation of service.

A. Resolution of Disputes

Any customer or applicant for service who wishes to dispute any action or determination of GTA may submit a complaint to GTA. GTA shall investigate the complaint as provided in Part III, Paragraph G.2 following. If the customer chooses not to make a complaint under the provisions of these rules and regulations, GTA may disconnect service under standard disconnect procedures.

B. Application for Service

1. Application for service or requests from customers for additional service or changes in the grade or class of service become contracts when received by GTA and are subject to the minimum contract term, which is one month unless specified otherwise. Application for service may be made in writing, orally, or via facsimile transmission (provided proof of identification is established and GTA has been furnished with the necessary information to process the application.) However, application for initial service must be made in person. GTA may require payment of a deposit for an initial or subsequent application.

By: Tariff Administrator
Title:
Issued:



III. CUSTOMER SERVICE AND PROTECTION (cont'd)

B. Application for Service (cont'd)

Any change in rates, rules or regulations as allowed by Law or Order of the Commission modifies the terms of the contract to the extent of such change without further notice.

2. Installation of Service

GTA shall strive to install service for new applicants as soon as possible. If GTA cannot meet its objectives with regard to installation of new service, it shall inform the customer of the delay and whether interim service is available.

3. Order of Precedence for Providing Service

When GTA's facilities are insufficient to provide service to all pending applicants for service, priority will be given to organizations involved with protecting the public health and welfare. Applicants will then be served on a first come, first served basis.

C. Refusal of Service

1. Compliance by Applicant

GTA may decline to serve an applicant for the following reasons:

- a. The applicant's installation or equipment is inadequate, hazardous or of such character that satisfactory service cannot be provided.
- b. The applicant is indebted to GTA.
- c. The applicant refuses to make a deposit if required under these rules.
- d. An applicant applies for service in the name of another person or legal entity, or an applicant applies for service using a fictitious name or the name of another member of the same household, for the purpose of avoiding payment of an unpaid bill for telephone service previously furnished.

By: Tariff Administrator
Title:
Issued:



III. CUSTOMER SERVICE AND PROTECTION (cont'd)

C. Refusal of Service (cont'd)

2. Insufficient Grounds for Refusal to Serve

GTA shall not refuse service to a present customer or applicant under the following circumstances:

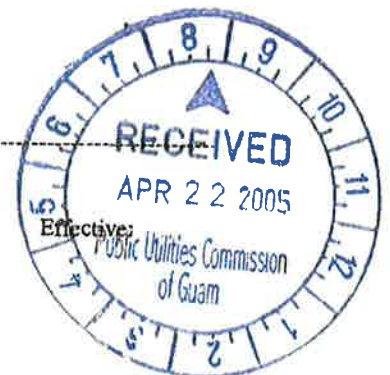
- a. Delinquency in payment for service by a previous occupant of the premises to be served.
- b. Failure to pay a bill to correct previous underbilling due to a misapplication of rates.

D. Application of Business or Residence Rates

1. Business rates apply at the following locations:

- a. In offices, stores, factories, and all other places of a strictly business nature.
- b. In boarding houses, offices or hotels, halls and offices of apartment buildings, quarters occupied by clubs or lodges, public, private or parochial schools, colleges, hospitals, libraries, churches, and other similar institutions except as specified in Paragraph 2 below.
- c. At residence locations when the customer has no regular business telephone and the use of the service either by himself, members of his household or his guests, or parties calling him can be considered as more of a business than residential nature. This fact might be indicated by some form of advertising or when such business use is not typically characteristic of residential telephones usage and occurs during times when, in compliance with the law or established custom, business places are ordinarily closed.
- d. At residential locations where the service is located in a shop, office or other place of business.

By: Tariff Administrator
Title:
Issued:



III. CUSTOMER SERVICE AND PROTECTION (cont'd)

D. Application of Business or Residence Rates (cont'd)

1. Business rates apply at the following locations: (cont'd)
 - e. In college fraternity houses where the members lodge within the house.
 - f. At any location where the location and expected usage of telephone service at that location are indicative of a business, trade or profession.
2. Residence rates apply at the following locations:
 - a. In a private residence where business listings are not provided.
 - b. In private apartments of hotels, rooming houses or boarding houses where service is confined to the customer's use and which are not advertised as a place of business.
 - c. In the place of residence of a clergyman, physician, nurse or other medical practitioner provided the office is located in their residence and is not a part of an office building. In any such cases the listing may indicate the customer's profession, but only in connection with an individual name. If listings of firms or partnerships, etc., or additional listings of persons not residing in the same household are desired, business rates apply.
 - d. In a private stable or garage when strictly a part of a domestic establishment.
 - e. In churches where the service is not accessible for public use as in a clergyman's study.
 - f. In fire department, dormitories or sleeping quarters where the telephone number is not published and the telephone is not available for use by the general public.

By: Tariff Administrator
Title:
Issued:



III. CUSTOMER SERVICE AND PROTECTION (cont'd)

D. Application of Business or Residence Rates (cont'd)

3. Customer Owned Coin Operated Telephone (COCOT) equipment may not be connected to Business or Residence Local Exchange Access Lines. The Pay Telephone Service rates described in Section 5.II.C of this Tariff shall apply to any line used in connection with COCOT equipment.

E. Advance Payments

When making application for service, the applicant may be required to pay at the time the application is accepted, the service connection charge, if applicable, a deposit as provided in this tariff, and the first month's charges for exchange service. The provisions of this paragraph affect the initial payment for initial service only and not the subsequent billing and collection practices as elsewhere provided in this tariff. Customers may make advanced payment of business or residential local exchange line service, vertical services or special access services. If the customer prepays eleven months of charges, the charges for the twelfth month will be waived. If the customer cancels service before the end of the eleventh month, GTA will refund the unused portion of the prepayment.

F. Deposits

GTA may require an applicant for service to establish satisfactory credit. Establishment of credit shall not relieve the customer from complying with the rules for the prompt payment of bills. GTA has the option of requiring a deposit in cash, letter of credit or security agreement for the purpose of guaranteeing payment for services rendered. Deposits will be returned to customer after two years of service, provided that the customer has not been suspended or disconnected for non-payment during the previous two-year period. If the deposit has been returned to the customer, GTA may require another deposit if the customer is suspended or disconnected for non-payment.

1. Reestablishment of Credit – GTA may require an applicant for service who previously has received service from GTA at the same or different address and whose service has been discontinued for nonpayment of bills to pay all amounts due GTA and reestablish credit before providing service to that customer.

By: Tariff Administrator
Title:
Issued:



III. CUSTOMER SERVICE AND PROTECTION (cont'd)

F. Deposits (Cont'd)

2. **Amount of Deposit** – The required deposit for the purpose of establishing an applicant's credit shall not exceed an amount equivalent to two and one-half months' local exchange charges. GTA may base the deposit on actual or anticipated usage and may require the subscriber to increase the amount of the deposit if the subscriber's actual bills are found to warrant such an increase.
3. **Interest on Deposits** – GTA shall not pay any interest on customer deposits made for the purpose of establishing credit.

G. Billing and Payment for Service

1. The customer is responsible for payment of all charges for services furnished, including charges for service originated or accepted at the customer's access line. In addition, the customer is responsible for any charges which may be applicable to a guarantee of deposit as provided above.
2. **Disputed Bills** – In the event of a dispute between a customer and GTA over any bill for telecommunications service, the customer may contest the billing by filing a complaint with GTA's Customer Services Department at GTA's Business Office responsible for the customer's account. Printed complaint forms are available at each of GTA's Business Offices for this purpose.

The Customer's complaint must be accompanied by a cash deposit equal to the amount of the disputed billing, provided that the deposit shall not be more than the average of three (3) month's billing prior to the time that the complaint was filed.

By: Tariff Administrator
Title:
Issued:



III. CUSTOMER SERVICE AND PROTECTION (cont'd)

G. Billing and Payment for Service (Cont'd)

GTA will then investigate the complaint and make a decision within thirty (30) days. If GTA's decision is in the customer's favor, an appropriate adjustment will be made, including a credit for or return of any deposit or part thereof. However, if GTA's decision is against the customer, GTA will apply the cash deposit to the customer's account. The customer's telephone services will not be disconnected while the complaint is being investigated.

If GTA's decision is against the customer, the customer may appeal that decision to the Superior Court of Guam (Small Claims Division if the amount in dispute is \$10,000.00 or less). If the customer chooses to appeal to the Court, their telephone services will not be disconnected while the appeal is pending.

3. Except for those customers covered by GTA's GovGuam Disconnection policy, the customer shall pay all charges for service monthly in advance. Payment is due upon receipt and is past due thirty (30) days after the date of the bill. If the bill is not paid by the past due date, GTA shall suspend service fifteen (15) days after the past due date. GTA shall discontinue service ten (10) days after the suspension date.

By: Tariff Administrator
Title:
Issued:



TeleGuam Holdings, LLC d/b/a GTA
 General Exchange Tariff No. 1

Section I
 First Revision of Page No.13

III. CUSTOMER SERVICE AND PROTECTION (cont'd)

G. Billing and Payment for Service (cont'd)

4. A Late Payment Charge of 1% for Residential customers and 1.25% percent for Business customers or the minimum charge listed below, whichever is greater, will be applied to each customer's bill when the previous month's bill has not been paid in full. A bill is considered delinquent if it is not paid within thirty (30) days of the date of the bill with the exception of charges that have been disputed by the customers. The charge is applied to the total unpaid amount carried forward and is included in the total amount due on the current bill. This tariff shall apply to federal and state government pursuant to existing statutes applicable to those governmental entities.

MONTHLY RATES

	<u>Residence</u>	<u>Business</u>
a) Late Payment Charge, minimum per line per month	\$1.00	\$5.00

5. Adjustments of Charges for Service Interruptions - In the event a customer's service is interrupted other than by the negligence or willful act of the customer and remains out of order for 48 consecutive hours or longer after the customer reports to GTA, that the service is out of order, GTA shall adjust the customer's bill. The adjustment shall be equal to a pro-rata part of local service charges for the first 48-hour period of service during a single billing period and shall not exceed the amount of service charges for that period. The refund may be credited on the customer's next bill for service and GTA shall have no further liability for service interruptions.



By: Eric Votaw
 Title: Vice President-Regulatory
 Issued: August 31, 2007

Effective: September 29, 2007

III. CUSTOMER SERVICE AND PROTECTION (cont'd)

G. Billing and Payment for Service (cont'd)

6. It is the policy of GTA to obtain reimbursement from customers of the Guam Gross Receipts Tax (GRT) incurred by GTA in connection with the services it provides to customers. The GRT reimbursement amount is part of the total price that customers pay for services obtained from GTA. In connection therewith and commencing January 1, 2005, GTA shall assess each customer an amount equal to the amount paid by GTA for GRT on the revenues derived from the provision of services to such customer; provided, however, that no assessment shall be imposed upon revenues derived from the services set forth on Schedule 6.10 (d) of the Asset Purchase Agreement, as may be amended. Any GRT reimbursement amount will be shown as a separate line item on each customer's invoice.

By: Tariff Administrator
Title:
Issued:



III. CUSTOMER SERVICE AND PROTECTION (cont'd)

H. Discontinuance of Service

1. Discontinuance With Notice – GTA may disconnect telephone service for the reasons stated below no less than ten (10) days after written notice is given by mail or delivered to the customer's listed address or premises where service is rendered. Notice is considered given to the customer two (2) days after mailing. Service may be disconnected after notice for any of the following reasons:
 - a. Violations of noncompliance with any provision of law or the Commission's or GTA's rules and regulations.
 - b. Improper use of telephone service or use of service in a manner which interferes with the service of others.
 - c. Operation or connection of customer-provided equipment or facilities which is not in accordance with the standards and provisions of this tariff.
 - d. Failure to comply with GTA's requirement for deposits as specified in Paragraph F. preceding.

By: Tariff Administrator
Title:
Issued:



III. CUSTOMER SERVICE AND PROTECTION (cont'd)

H. Discontinuance of Service (Cont'd)

2. Discontinuance for Non-payment – If a subscriber fails to pay a bill for telephone service within thirty (30) days after issuance of a bill, GTA may suspend the service fifteen (15) days later. If the service has been suspended but the subscriber pays a bill for service prior to discontinuance, service will be reinstated upon payment of the Restoration of Service Charge.
3. Telephone service may be disconnected without notice under any of the following conditions:
 - a. A dangerous condition exists, or is likely to exist, or service is used in a manner which creates a danger to GTA, its property or to other customers.
 - b. Service is connected without authority by a person who has not applied for service or who has reconnected service without authority.
 - c. Tampering with GTA's equipment or facilities.
 - d. Service is used to make (directly or by recording device) any obscene or indecent communication for commercial purposes to any person, regardless of whether the maker of such communication placed the call, or if a customer permits any telephone facility under such customer's control to be used to make an obscene or indecent communication for commercial purposes.

By: Tariff Administrator
Title:
Issued:



III. CUSTOMER SERVICE AND PROTECTION (cont'd)

H. Discontinuance of Service (Cont'd)

4. GTA may not disconnect service for either of the following reasons:
 - a. Delinquency in payment for service by a previous occupant of the premises.
 - b. Failure to pay charges arising from an underbilling caused by any misapplication of rates, except and unless the misapplication occurred in the 60 days prior to the current billing.
5. **Collection Costs** – The Customer is responsible for all collection costs, including attorneys' fees incurred by GTA as a result of any breach of contract by the customer.
6. **Disputes** – In the event of a dispute between a customer and GTA concerning discontinuance of service, the customer may file a complaint with GTA according to the procedures described in Part III, Paragraph G.2 preceding.

By: Tariff Administrator
Title:
Issued:



III. CUSTOMER SERVICE AND PROTECTION (cont'd)

I. Reconnection of Service

GTA is not required to reconnect telephone service which has been refused or disconnected in accordance with these rules except by order of the Commission and under the terms and conditions specified in the Commission Order.

When service has been disconnected in accordance with these rules, the customer is required to pay all charges due GTA, including the applicable charges for reconnection of service as provided in Section 3.III.A.2, before reconnection is made.

J. Cancellation of Application for Basic Service

When the customer cancels an application for local exchange service prior to the start of installation of service or prior to the start of special construction, no charge applies.

When installation of service has been started prior to the cancellation, a minimum cancellation charge equal to the service order charges will apply.

Where special construction has been started prior to the cancellation, a charge equal to the cost incurred by GTA in the special construction, less net salvage, applies. Installation or special construction for a customer is considered to have started when GTA incurs any expense in connection with the installation which would not otherwise have been incurred.

K. Termination of Service Contracts

The customer may terminate service prior to the expiration of the initial contract period after giving notice to GTA, and after payment of the termination charges given below, in addition to all charges due for service which has been furnished.

1. In the case of service for the initial contract period is one month, the charges are due for the balance of the initial month.
2. Service may be terminated after the expiration of the initial contract period after notifying GTA and payment of charges due to the date of termination of the service as provided elsewhere in this tariff.

By: Tariff Administrator
Title:
Issued:



IV. USE OF SERVICE AND FACILITIES

A. Use of Service

1. Customer telephone service, as distinguished from Public Pay Telephone service, is furnished only for use by the customer, his family, employees or business associates, or persons residing on the customer's premises, except as the use of customer service may be extended to guests of a motel or hotel. GTA has the right to refuse to install customer service or to permit such service to remain on the premises of a public character. When the service is so located that the public in general or patrons of the customer may make use of it, customer service may be installed, provided the service is located so that it is not accessible for public use.
2. The customer is responsible for payment of all charges incurred regardless of whether such charges are associated with his usage or that of any of his authorized users.
3. Local residence exchange service may not be resold or used to provide access to resold or shared customer premises equipment as in a shared tenant service arrangement.
4. Transmitting Messages – GTA does not transmit messages but offers the use of its facilities for communications between its customers.
5. Use of Lines of Other Companies – When suitable arrangements can be made, lines of other telephone companies may be used in establishing connections to points not reached by GTA's lines. In establishing connections with the lines of other companies, GTA is not responsible or liable for any action of the connecting company.

By: Tariff Administrator
Title:
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IV. USE OF SERVICE AND FACILITIES (cont'd)

A. Use of Service (Cont'd)

6. Unauthorized Attachments or Connections – No equipment, accessory, apparatus, circuit or device shall be attached to or connected with GTA facilities except as provided in this tariff. In case any such unauthorized attachment or connection is made, GTA shall have the right to remove or disconnect the same, to suspend service during the continuance of said attachment or connection, or to disconnect service. The customer shall be held responsible for the cost of correcting any impairment of service caused by the use of such attachments or connections. The customer is responsible for the cost of all labor, material and equipment necessary to repair or replace all GTA equipment and facilities damaged as a result of the unauthorized connection and all other costs necessary to correct service where there is no equipment damage, including incidents where service is reconnected without authority.

The customer shall also be responsible for each service call caused by the use of such attachments or connections.

7. Except as otherwise provided in this tariff, nothing herein shall be construed to permit the use of a device to interconnect any GTA-owned line or channel with any other communications line or channel of GTA or of any other person.

By: Tariff Administrator
Title:
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IV. USE OF SERVICE AND FACILITIES (cont'd)

B. Obligations of Customers

1. Alterations – The customer agrees to notify GTA promptly in writing whenever alterations or new construction on premises-owned or leased by him will necessitate changes in GTA's facilities, and the customer agrees to pay GTA's current costs for such changes.
2. Use of Commercial Power – Unless specifically provided otherwise in this tariff, when commercial power is used for the operation of customer-provided premises equipment, the customer provides the necessary power wiring, power outlets, and commercial power and assumes all responsibility for the safe condition of the power wiring, power outlets, and commercial power.

C. Rights of GTA

1. Work Performed on an Overtime Basis – The charges specified in this tariff do not contemplate work being performed by GTA employees at a time when overtime wages apply due to the request of the customer. If the customer requests that overtime labor be performed, an additional charge, based on the rates in tariff Section 3.V.C applies.
2. Work Interruption – The charges specified in this tariff do not contemplate work once begun being interrupted by the customer. If the customer interrupts work once begun, an additional charge based on the additional costs involved applies.
3. Ownership – Any facilities on the customer's premises furnished by GTA, with the exception of inside wiring that has been paid for by the customer, shall be and remain the property of GTA. GTA's agents and employees have the right to enter said premises at any reasonable hour for the purpose of installing, terminating, inspecting, maintaining or repairing service, and making collections from pay telephones.

By: Tariff Administrator
Title:
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IV. USE OF SERVICE AND FACILITIES (cont'd)

C. Rights of GTA (cont'd)

4. **Impairment of Telephone Service** – When the general telephone service to the public is impaired by a customer's use of telephone service, or service directly incident thereto, GTA shall have the right to require the customer to contract with GTA for such additional facilities as may be necessary in GTA's judgment to remove the cause of said impairment. Or, if the customer refuses this requirement or will not remedy the situation, to discontinue service completely.
5. **Abandonment of Telephone Service** – GTA may discontinue service which has been abandoned.
6. **Abuse of Telephone Service** – GTA may discontinue telephone service when a customer abuses their service. In some cases, GTA may discontinue service after giving the customer a reasonable opportunity to remedy the situation and after giving appropriate notice. In certain situations, GTA may discontinue service without giving notice. GTA may discontinue service which is used:
 - a. in such a way that interferes with the service of other telephone users;
 - b. for any purpose other than as a means of communications;
 - c. to communicate profane or obscene language;
 - d. for a call or calls, anonymous or otherwise, if made in a manner which reasonably could be expected to frighten, abuse, torment or harass another;
 - e. in any fraudulent or unlawful manner.
 - f. in a manner which violates any of GTA's lawful regulations; or
 - g. to obtain a customer's listed name, address or telephone number from Directory Assistance for any purpose other than to facilitate the making of a telephone call.

By: Tariff Administrator
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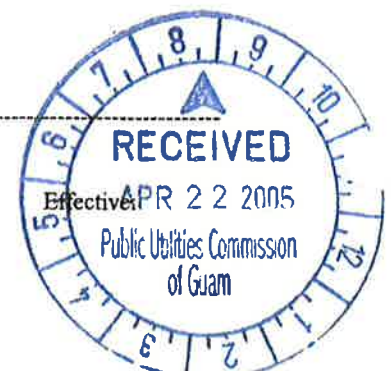
IV. USE OF SERVICE AND FACILITIES (cont'd)

C. Rights of GTA (cont'd)

7. Telephone Directories – GTA no longer publishes telephone white page directories. Instead, private publishers produce all directories and are responsible for their distribution. GTA agrees to keep a number of customer directories at its office that will be available to the public.
8. Telephone Numbers – GTA reserves the right to change the telephone number or numbers assigned to a customer or the central office designation associated with such telephone number or numbers, or both, as reasonably appropriate in the conduct of its business. The customer has no property right in any number or central office designation assigned by GTA.

In the case of a number change initiated by GTA, at the customer's request GTA shall intercept all calls to the former number and provide callers with the new number for 30 days unless reassignment of the number is necessary. If the customer wants GTA to intercept calls to his former number and provide callers with the new number after this 30 day period, the monthly charge for Reserved Number Service applies as provided in Section 5.VII.

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IV. USE OF SERVICE AND FACILITIES (cont'd)

D. Liability of GTA

1. Given the customer's exclusive control of communications over GTA-provided facilities, and of the other uses for which GTA facilities may be furnished, and because errors incident to the service and the use of facilities are unavoidable, the services and facilities furnished by GTA are subject to the terms, conditions and limitations specified herein.
2. GTA's failure to provide or maintain facilities under this tariff shall be excused by labor difficulties, government orders, civil commotions, acts of God and other circumstances beyond GTA's control, subject to the interruption allowance provisions by this tariff.
3. Defacement of Premises – No liability shall attach to GTA by reason of any defacement or damage to the customer's premises resulting from the existence of GTA's facilities on such premises, or by the installation or removal thereof, when such defacement or damage is not the result of the sole negligence of GTA or its employees.
4. Interruptions of Service – No allowance for interruption of service will be made for any period in which such service interruption is caused by malfunction or failure of customer-owned equipment. In other cases when a customer's service is interrupted by other than the negligence of willful act of the customer, refer to the provisions in Part III, Paragraph G.5 of this section.

By: Tariff Administrator
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IV. USE OF SERVICE AND FACILITIES (cont'd)

D. Liability of GTA (cont'd)

5. Indemnification – With respect to any allegation of liability on GTA's part for any claim or suit by a customer or by any others, the customer indemnifies and saves harmless GTA against claims, losses or suits for injury to or death of any person or damage to any property which arises from:
- a. the use, placement or presence of GTA's facilities on the customer's premises; or
 - b. the use of customer-provided premises equipment, voltages or currents transmitted over GTA's facilities caused by customer-provided premises equipment.

Further, the customer indemnifies and saves harmless GTA against claims for libel, slander or the infringement of copyright arising directly or indirectly from the material transmitted over GTA's facilities or the use thereof by the customer against claims for infringement of patents arising from, combining with or using in connection with, facilities furnished by GTA and apparatus, equipment and systems provided by the customer, and against all other claims arising out of any act or omission of the customer in connection with the services or facilities provided by GTA.

6. Liability – GTA's liability with respect to any claim or suit by a customer or any others for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring during the provision of telephone service, if any, shall not exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistake, omission, interruption, delay, error or defect in transmission of service occurs and continues. This liability shall be in addition to any amounts that may otherwise be due to the customer under this tariff as an allowance for interruptions. However, any such mistakes, omissions, interruptions, delays, errors or defects in transmission or service which are caused or contributed to by the negligence or willful act of the customer or authorized user or joint user, or which arise from the use of customer-provided premises equipment shall not result in the imposition of any liability whatsoever upon GTA.

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LOCAL EXCHANGE SERVICE

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LOCAL EXCHANGE SERVICE

I. DESCRIPTION OF OPERATIONS

Service Areas

Exchange	(NPA-NXX)	Exchange	(NPA-NXX)				
Agana	671-472	671-333	Tiyán	671-473			
	671-475	671-339					
	671-477	671-343	Piti	671-471	671-476		
	671-349	671-344					
	671-355	671-362				671-475	671-563
	671-366	671-471				671-479	671-474
	671-476	671-474				671-472	671-477
	671-478	671-562					
Agat/Orote Point		671-563	Ordot	671-471	671-476		
		671-564				671-475	671-479
		671-565				671-472	671-474
Dededo/Astumbo	671-632	671-653	Airport	671-642	671-646		
	671-633	671-654				671-649	671-647
	671-635	671-635				671-645	671-648
	671-637	671-638				671-644	
Mangilao		671-734	Inarajan		671-828		
		671-735					

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Issued:



I. DESCRIPTION OF OPERATIONS (cont'd)

Merizo 671-828

Talofofa 671-789

Yigo/Andersen 671-653
671-654

Exchange NPA-NXX

671-638
671-634
671-637
671-633
671-635
671-632

Tumon/Gibson/LBJ Airport 671-634
671-642
671-643
671-644
671-645
671-646
671-647
671-648
671-649

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II. APPLICATION OF RATES

- A. The rates and charges listed in this section apply to the Local Exchange Service provided by GTA in its authorized service area.

The telecommunications services described in this section are subject to the other rates, charges, rules and regulation of the General Exchange Tariff in its current form or as it may be revised in the future.

- B. The Local Exchange Service rates and charges specified in this section are for basic local exchange service and facilities only except as noted in I.E below. The rates for other ancillary services or facilities not specifically shown in this section are presented in other sections of this tariff.
- C. Unless otherwise specified, the rates and charges quoted in this section are for a minimum period of one month, payable in advance and provide unlimited flat rate calling within the exchange area.
- D. Trunks are required for local access connections terminating in, or for use with, customer-provided premises equipment with switching capability (Private Branch Exchange or PBX).
- E. Effective July 1, 1994, ownership of telephone sets previously furnished and maintained by GTA for all straight line customers shall be transferred to the customers, who shall be responsible for the repair and maintenance of telephone sets connected with GTA's local exchange lines.

By: Tariff Administrator
Title:
Issued:



III. SCHEDULE OF RATES AND CHARGES

A. Residence Monthly Local Exchange Access Line Rates

All Exchanges Basic ⁽¹⁾
 \$14.00 per line

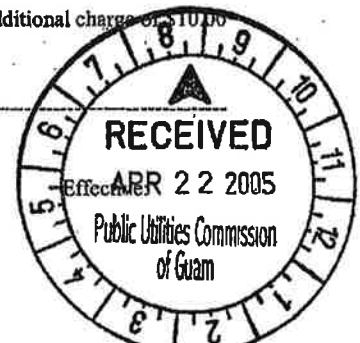
B. Business Monthly Local Exchange Access Line Rates: All Exchanges

Basic 1-Line (¹)	Key System Line (¹)	PBX Trunk (²)	DID/DOD Trunk (²)
\$36.00	\$36.00	\$49.00	\$49.00

¹ The charge for maintenance of inside wiring beyond the interface with GTA's network is not covered by the tariff.

2. Ground Start or Answer Supervision configured Trunks will be furnished for an additional charge of \$10.00 (ten dollars) per trunk.

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III. SCHEDULE OF RATES AND CHARGES (cont'd)

C. Individual Case Basis (ICB) Arrangements

1. Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this Tariff. Rates quoted in response to such competitive request may be different than those specified for such services in this Tariff. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis:
 - (a) ICB's will be offered only to business or government customers having or ordering more than 10 access lines;
 - (b) Rates for services provided under competitive bids shall not exceed the tariff prices where specific charges are provided in the tariff;
 - (c) The ICB prices contained in any contract should be available to any similarly situated customer.

N
|
N

By: Eric Votaw
Title: Vice President - Regulatory
Issued: November 30, 2007

Effective: February 15, 2008

SERVICE CHARGES

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SERVICE CHARGES

I. GENERAL

A. Categories of Service Charges

Service charges are in addition to all other rates and charges that may be applicable for services provided by GTA. They apply in addition to installation and/or construction charges.

The work functions required to establish, add to, move or change telephone service for a business or residence class of service customer or for private line services are classified by type of service charge as follows:

1. Service Ordering Charge – work performed in connection with receiving, recording and processing a customer request for service or other record order activity to be performed or provided at the same time, on the same account and on the same premises. One Service Ordering Charge is applicable per access line or channel.
2. Restoration of Service Charge – Work associated with reinstatement of service during the suspension period.

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I. GENERAL (cont'd)

B. Rules

1. All registered equipment and systems and inside wire may be directly connected to the telecommunications network as specified in or authorized by the Registration Program in Part 68 of the Federal Communications Commission's (FCC's) Regulations.
2. Customer Premises Inside Wire
 - a. The customer has the option of self-providing and/or maintaining the inside wire and standard jacks (see Part C of this section for a definition of inside wire), or contracting with a vendor licensed to provide the service.
 - b. Customer Premises Inside Wire, standard jacks and equipment provided by the customer or agent must be in accordance with the standards of the National Electric Code, the National Electric Safety Codes, Part 68 of the FCC Regulations, equipment manufacturers and other applicable codes. The customer will save GTA harmless from any and all liability, claims or damage suits arising out of the customer's provision or maintenance of inside wire.
3. Changes in the locations of existing services to different premises, additional points of termination or new points outside the customer's premises are considered new installations for purposes of this tariff.
4. Customer Premises Inside Wire – all wire within a customer's premises, including connectors, jacks and miscellaneous materials associated with the wire's installation. Premises Inside Wire is located on the customer's side of GTA's premises protector or Interface Point.

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I. GENERAL (cont'd)

B. Rules (cont'd)

5. **Interface Point** – the point of interconnection between GTA communications facilities and the terminal equipment, protective apparatus or wiring at a subscriber's premises. The Interface Point is located on the customer's side of GTA's protector or 1 foot inside the customer's premise where a protector is not used, and may consist of a standard jack or equivalent.
6. **House Riser Cable** – In a multi-dwelling unit, customer premise inside wire is all wiring beyond the point where house rises cable enters the apartment. It includes all wiring from the network interface point at the entrance to the multi-unit dwelling to the interface point at the entrance to the customer's apartment.

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II. APPLICATION OF CHARGES

A. Service Ordering Charges

1. The primary service ordering charge is applicable:
 - a. For requests to establish an account for initial connection of service.
 - b. For connection of additional local exchange access lines, private lines or detached access lines to an established service.
 - c. For change and transfer of service involving change in name and responsibility whether or not there is a lapse in service.
 - d. For restoration of service disconnected for nonpayment after the suspension period. Such service will be restored upon payment of charges due.
2. Service charges are not applicable for:
 - a. Normal maintenance and repair of GTA's equipment and service.
 - b. Change or correction in name or billing address when there is not a change in billing responsibility.
3. The secondary service order charge is applicable:
 - a. For subsequent requests for service, number change or change in class of service.
 - b. For moves and changes of lines in the same building or in different buildings on the same premises.
 - c. To request supplemental services and other activities requiring a change in customer records or service configuration. The secondary service charge shall not apply when requesting additional vertical calling services.

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II. APPLICATION OF CHARGES (cont'd)

A. Service Ordering Charges (cont'd)

4. The primary service order charge and the secondary service order charge cannot be applied on the same order. When an order requires work for which both the primary and secondary service order charges would otherwise be applied, only the primary service order charge applies.
5. Service order changes shall not be applied to discontinue any services.

B. Inside Wire Installation Charge

Inside wire installation repair, and maintenance are non-regulated services provided by GTA. Prices, terms and conditions are not subject to regulation by the Guam Public Utilities Commission, but are available from GTA.

C. Restoration of Service Charge

Restoration of service is applicable to reinstatement of service within the 10 day suspension period. GTA may suspend service to subscriber who has not paid his/her bill on or before the 30th day after issuance of the bill. If the bill is not paid within the 10 day suspension period, GTA may then terminate the service. Reconnection of service, once terminated, will be considered a new installation.

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III. SCHEDULE OF CHARGES⁽¹⁾(²) (³)(⁴)

A. Monthly Non-recurring Charges

	Residence Rate	Business Rate
1. Service Ordering		
a. Primary (per line)	\$35.00	\$60.00
b. Secondary (per line)	\$20.00	\$35.00
2. Restoration of Service	\$25.00	\$35.00

NOTES:

- (1) Where the service requested requires more than one of the multi-element charges described in this tariff, the total charge is the sum of the separate required for each function except as otherwise provided.
- (2) Service charges may be required to be paid at the time of application for service.
- (3) Residential customers may request that payment for service connections be spread in equal installments over a three month period.
- (4) GTA offers to perform repair and maintenance work only during normal working hours from 8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays. All repair and maintenance work performed at other than during normal hours at the customer's request shall be provided at premium rates.

By: Tariff Administrator
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IV. RETURNED CHECK CHARGE

A. General

A charge will be made for each returned check or other payment instrument not honored by any bank or other financial institution. If the customer fails to make good a returned check and, in addition, fails to pay the returned check charge within 30 days after GTA sends a written demand for payment, the provisions of Guam Public Law 17-060 (Sections 3443 and 3444 of the Civil Code of Guam) will apply. Under this law, a person who fails to make good a returned check is liable for treble damages for the face amount of the check, up to \$750.00.

The Returned Check Charge shall initially be set at \$25.00 but may be adjusted from time to time at the discretion of GTA, to reflect the prevailing charges imposed by banks on Guam.

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V. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES

This section addresses Additional Engineering and Additional Labor (which is comprised of Overtime Installation, Overtime Repair, Standby, Testing and Maintenance with Other Telephone companies, and Other Labor).

In this section, normally scheduled working hours are an employee's scheduled work period in any given calendar day (i.e., 8:00 a.m. to 5:00 p.m.) for the application of rates based on working hours.

A. Additional Engineering

Additional Engineering will be undertaken only after GTA has notified the customer that additional engineering charges apply and the customer agrees to such charges.

Additional Engineering will be provided by GTA at the request of the customer only when:

1. A customer requests additional technical information after GTA has already provided the technical information normally included on the Job order Request (JOR).
2. Additional Engineering time is incurred by GTA to engineer a customer's request for a customized service.
3. A customer requested Design Change requires the expenditure of Additional Engineering time. Such Additional Engineering time is incurred by GTA for engineering review. The charge for additional engineering time relating to the engineering review, which is undertaken to determine if a design change is indeed required, will apply whether or not the customer authorizes GTA to proceed with the Design Change.

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Title:
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**V. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES
(cont'd)**

B. Additional Labor

Additional Labor is that labor requested by the customer on a given service and agreed to by GTA as set forth below. GTA will notify the customer that Additional Labor charges will apply before any additional labor is undertaken. A call-out of an GTA employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours.

1. Overtime Installation

Overtime installation is that GTA installation effort outside of normally scheduled working hours.

2. Overtime Repair

Overtime repair is that GTA effort performed outside of normally scheduled working hours.

3. Standby

Standby includes all time in excess of one-half (1/2) hour during which GTA's personnel standby to make installation acceptance tests or cooperative tests with a customer to verify facility repair on a given service.

4. Testing and Maintenance with Other Telecommunications Companies

Additional testing, maintenance or repair of facilities which connect other telecommunication companies is that which is in addition to the normal effort required to test, maintain or repair facilities provided solely by GTA.

5. Other Labor

Other labor is that additional labor not included above and labor incurred to accommodate a specific customer request that involves only labor which is not covered by any other section of this tariff.

By: Tariff Administrator
Title:
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**V. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES
(cont'd)**

C. Rate and Charges

	Non Recurring Charge
Additional Engineering, each ½ hour or fraction	
1. Basic	\$19.67
2. Overtime	\$29.50
3. Premium	\$39.33

Additional Labor Periods, each ½ hour or fraction

-- Install & Repair
-- Cable Splicers

1. Basic	\$20.76
2. Overtime	\$31.13
3. Premium	\$41.51

-- Standby

1. Basic	\$19.28
2. Overtime	\$28.92
3. Premium	\$38.56

By: Tariff Administrator
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**V. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES
(cont'd)**

C. Rate and Charges (cont'd)

Testing and Maintenance, with Other Telco, each ½ hour or fraction

- Install and Repair
- Cable Splicers

1.	Basic	\$19.05
2.	Overtime	\$28.57
3.	Premium	\$38.09

1. The call-out of a telephone company employee for any Additional Labor, Testing and Maintenance with Other Telco at a time not consecutive with the employee's schedule work period is subject to a minimum charge of four hours. A Secondary Service Order Charge applies to these orders unless pending services order exists.
2. Basic (8:00 a.m. to 5:00 p.m., Monday thru Friday)
Overtime (after 5:00 p.m., weekends)
Premium (Holiday)

By: Tariff Administrator
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Issued:



ATTACHMENT H



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IN THE SUPERIOR COURT OF GUAM

ATTORNEY GENERAL OF GUAM,)
 GOVERNMENT OF GUAM,)
)
 Plaintiff,)
 vs.)
)
 TELEGUAM HOLDINGS, INC.)
)
 dba GTA,)
)
 Defendant.)

SUPERIOR COURT OF GUAM CASE
 NO. CV0217-21

**COMPLAINT FOR
 INJUNCTIVE RELIEF,
 RESTITUTION,
 DISGORGEMENT, AND
 RESCISSION OF CONTRACT**

Each month, a Business Privilege Tax (“BPT,” formerly *Gross Receipts Tax* or “GRT”) is imposed on businesses on account of their privilege to operate from or in Guam. BPT is imposed as a “**tax equivalent**” to a percentage of the value, gross proceeds of sales, and gross income of Defendant’s business, as the case may be. In March 2018, *Lihestaturan Guahan* increased the BPT from 4% to 5%. A local telephone, internet, and television service provider, GTA, then passed the cost along to its customers as an illegal surcharge over and above the price of goods and services represented to consumers. Consumers had no or inadequate notice of that cost ahead of being charged. This action is being brought by the Government of Guam to prohibit

1 those actions by GTA through enforcement of the Deceptive Trade Practices - Consumer
2 Protection Act, and to ensure all consumers so charged are made whole.

3
4 Plaintiff Government of Guam through the Attorney General of Guam complains and
5 alleges against Defendant Teleguam Holdings, Inc. ("Defendant") as follows:

6
7 **JURISDICTION**

8 1. This court has jurisdiction of this case pursuant to 48 U.S.C. § 1424-1(d), 7 GCA
9 § 3105 and 5 GCA §32111.

10
11 **PARTIES**

12 2. Plaintiff Attorney General of Guam is charged and authorized by law with
13 investigating and enforcing the laws, rules, and regulations of Guam enacted for the purpose of
14 consumer protection. 5 GCA §§ 31104(f), 32201(a).

15 3. This is an action brought by the Attorney General of Guam in the name of the
16 Government of Guam under 5 GCA § 32116 to recover funds collected by Defendant from
17 consumers in Guam by means of false, misleading, or deceptive trade acts or practices, and to
18 restrain and/or deter Defendant from continuing to engage in such acts or practices.

19 4. Plaintiff is also authorized to bring suits on behalf of the citizens of Guam "for
20 redress of grievances which the citizens individually cannot achieve." 5 GCA § 30103.

21 5. Defendant was organized on or about June 30, 2010 as a Foreign Limited Liability
22 Company on Guam with its principal business located at 624 N. Marine Corps Drive, Tamuning,
23 Guam 96913.

24 6. Defendant does business under the following identities, all from the same address
25 and registered agent as Defendant, and all engaging in telecommunications business activity: (a)

1 Teleguam Holdings, LLC; (b) GTA Telecom, LLC; (c) GTA Services, LLC; (d) Pulse Mobile,
2 LLC; (e) Pacific Reach Broadband Services, LLC; and (f) Pacific Reach Media Services, LLC.

3 7. Through the course of its business, Defendant sells telecommunications
4 equipment such as telephones and internet routers.

5 8. Services that Defendant provides to consumers include wireless mobile service,
6 broadband internet, and digital television services.

7 9. Defendant provides telecommunication service to consumers in Guam numbering
8 between several hundred to a few thousand.

9 **FIRST CAUSE OF ACTION: DECEPTIVE TRADE PRACTICES ACT**

10 A. **Defendant Made Representations to Consumers Regarding Price and Tax**
11 **Obligations.**

12 10. Plaintiff hereby re-alleges and incorporates by this reference each and every
13 allegation contained in all the paragraphs above, as if fully set forth herein.

14 11. Defendant displays prices for goods and/or services consumers may receive from
15 Defendant in exchange for money ("prices").

16 12. Defendant displays prices on signs located in stores it owns and/or operates.

17 13. Defendant displays prices on its website(s) it owns and/or operates.

18 14. Defendant advertises prices to consumers in Guam.

19 15. Three documents govern the contractual relationship between Defendant and its
20 customers: The Customer Application, the New Customer Checklist, and the Terms and
21 Conditions.

22 16. The Customer Application contains several line items describing prices to
23 consumers. *See* Exhibit B.

24 17. The Customer Application contains, within several lines of fine print, a merger
25 clause which incorporates the Terms and Conditions and New Customer Checklist. *See* Exhibit
B.

1 18. The Customer Application is the form where consumers provide a signature
2 indicating their acceptance and assent to contract with Defendant. *See* Exhibit B.

3 19. The New Customer Checklist provides a signature line for consumers to indicate
4 they accept and understand the provisions therein. *See* Exhibit D.

5 20. The Terms and Conditions contains no place for a consumer to sign, initial, or
6 otherwise indicate assent to any of the terms therein. *See* Exhibit C.

7 21. The Customer Application provides, in fine print, *see* Exhibit B:

8 By signing below, Customer represents that he or she... has
9 read, understood and expressly agrees to the rate plan, prices,
10 and terms stated herein... Customer agrees to pay all taxes,
11 fees, surcharges and other assessments required by federal and
12 Guam law.

13 22. The Terms and Conditions is a document separate from (but incorporated into)
14 the Customer Application which is written entirely in single-spaced fine print with no spacing
15 between paragraphs and governs the contractual relationship between Defendant and its
16 customers. *See* Exhibit C.

17 23. Upon information and belief, consumers have entered into contracts governed by
18 the Terms and Conditions who were never provided a copy thereof prior to or contemporaneously
19 with being bound by the Terms and Conditions. *See* Exhibit D, *at bottom* ("TERMS AND
20 CONDITIONS AVAILABLE UPON REQUEST").

21 24. The language of the Customer Application and Terms and Conditions indicate to
22 any reasonable consumer who may read them that the only taxes Defendant's customers agree(d)
23 to pay are those imposed upon consumers by the government.

24 25. Specifically, the Terms and Conditions contains language indicating the price
25 consumers are to pay Defendant and related taxes, *see* Exhibit C:

V. Services. ...The rates for Services provided will be billed
 to you as outlined in the Customer Application and are subject
 to change without notice.

1 ...
2 **VII. Bills and Payments/Late Charges...** With this
3 Agreement, you have consented to responsibly pay in full each
4 month in a timely manner all charges relating to ... (4) all
5 applicable local and federal taxes, tariffs, fees and surcharges;
6 (5) any additional charges and fees associated with the
7 Services.

8 ...
9 **XXIX. Taxes and Regulatory Tariffs, Fees and Surcharges.**
10 Services may be subject to local and federal taxes, tariffs, fees
11 and surcharges. These taxes, tariffs, fees and surcharges may
12 be amended from time to time by their respective government
13 agencies. Any such amendments may be reflected in your
14 invoices without notice.

15 **B. Defendant Charged Consumers BPT Amounts as a Surcharge Over and Above**
16 **Expressed Rates After Consumers Contracted for Those Expressed Rates.**

17 25. Each month, a BPT is imposed on businesses including Defendant on account of
18 its privilege to operate its businesses within Guam and without Guam. *See* 11 GCA §§ 26201.

19 26. *Businesses* are required by law to pay BPT, not consumers. *Id.*; 11 GCA §
20 26202(a), (c).

21 27. BPT is imposed as a “**tax equivalent**” to a percentage of the value, gross proceeds
22 of sales, and gross income of Defendant’s business, as the case may be. 11 GCA § 26202(a), (c),
23 *emphasis added.*

24 28. In March 2018, *Liheslaturan Guahan* increased the amount of BPT imposed on
25 businesses such as Defendant from a rate of 4% to 5%. Guam Pub. L. 34-87:16-16 9 (March 8,
2018) (amending 11 GCA § 26202). This meant a tax increase on businesses of one percent
26 (“BPT increase”). 11 GCA §§ 26201, 26202(a), (c).

27 29. Defendant made a decision to pass the expense of the BPT increase onto its
28 customers in the form of a surcharge labeled “PL-34-87 BPT Equivalent” (“BPT surcharge”) in
29 the monthly bills sent to those customers.

1 30. There are no contractual terms between Defendant and consumers stating that
2 consumers are, or may become, responsible for paying taxes imposed by the government upon
3 Defendant. *See Exhibits B, C, D.*

4 31. Defendant imposing the BPT surcharge onto consumers is contrary to the
5 contractual language between Defendant and consumers contained in the Customer Application,
6 New Customer Checklist, and/or the Terms and Conditions.

7 32. Consumers do not receive monthly bills from Defendant unless they have entered
8 into a contract for goods and/or services therewith.

9 33. Defendant has never presented BPT or any other surcharge referencing BPT as a
10 line item in the Customer Application.

11 34. Between March 2018 and February 2021, Defendant represented prices to
12 consumers (as described in section A above) which did not have the surcharge factored in.

13 35. Between March 2018 and February 2021, Defendant charged consumers the BPT
14 surcharge *in addition to* some or all of the prices it represented (as described in section A above)
15 to consumers.

16 36. Upon information and belief, Defendant charged the BPT surcharge to customers
17 whose contracts with Defendant predated the BPT increase.

18 **C. Defendant's Notice to Consumers was Insufficient.**

19 37. The BPT increase went into effect in **April 2018**.

20 38. Defendant first notified its customers of the BPT surcharge in the **April 2018** bill.

21 39. According to the Terms and Conditions, Defendant contacts consumers by various
22 means including by written notice, email, voicemail, and text messages. Exhibit B.

23 40. Defendant did not notify its customers regarding the BPT surcharge by any means
24 which create an independent notification to consumers (such as text message, voicemail, or
25 email) which were separate and apart from monthly billing.

1 41. In the upper right corner of all monthly bills Defendants sends consumers is a
2 boxed section labeled "News and Notes."

3 42. The News and Notes always or often includes advertisements, slogans, and/or
4 other promotional information.

5 43. The News and Notes of the April 2018 bill provided the following description of
6 the BPT surcharge:

7 Effective April 1, 2018, Guam Public Law 34-87 increased the
8 Business Privilege Tax (BPT) from 4% to 5%. A new line item
9 with Description "PL 34-87 BPT Equivalent (April 2018)" will
10 reflect the equivalent of this 1% increase and begin in your
11 May Bill. The corresponding 1% increase is for your services
12 billed during the previous month. The BPT is a tax imposed on
13 GTA and is an element of the purchase price. For more
14 information, please visit gta.net/notifications.

15 44. Defendant's above description of the BPT surcharge was printed in the same font,
16 size, and format as advertisements, slogans, and/or other promotional information also in the
17 News and Notes section.

18 45. The Terms and Conditions do not indicate that any notice regarding changes to
19 the amounts consumers are billed are reflected in the News and Notes section of monthly bills.

20 46. Defendant published its above description of the BPT surcharge in the News and
21 Notes section of monthly bills for several months for the last three years.

22 47. Sometime over the last three years preceding this action, Defendant stopped
23 issuing the above quoted News and Notes text to its customers.

24 48. Over the last three years preceding this action, Defendant charged the surcharge
25 to customers who never noticed or observed the above quoted News and Notes text in their
monthly bill.

 49. Over the last three years preceding this action, Defendant charged the surcharge
to customers who never received the above quoted News and Notes text in their monthly bill.

1 50. The reason some customers never noticed the above quoted News and Notes text
2 was because it was snuck into their monthly bill in an inconspicuous manner.

3 51. Despite Defendant's representations that BPT "is an element of the purchase
4 price," the BPT increase was not factored into the price represented to consumers in advertising
5 or the Customer Application.

6 **D. Defendant's Name and Description for the BPT Surcharge have a Tendency or**
7 **Capacity to Give Consumers the False Impression it was Mandatorily Imposed upon**
8 **Consumers by the Government.**

9 52. Defendant intended its description and name of the BPT surcharge to give
10 consumers the false impression it was mandatorily imposed upon consumers by the government.

11 53. The line-item label of the BPT surcharge in monthly bills is "PL 34-87 BPT
12 Equivalent." *See* Exhibit A.

13 54. "Equivalent" is a word used by *Liheslaturan Guahan* in the tax law which imposes
14 the BPT on businesses. *See* 11 GCA § 26202(a), (c).

15 55. The website hyperlinked and referenced in the News and Notes quoted above
16 provides the exact same language regarding the surcharge, ("Effective April 1, 2018, Guam
17 Public Law...") but changed the last sentence quoted above to read (*emphasis added*):

18 More information can be found in our General Terms and
19 Conditions, **Section XXIX.**

20 56. **As noted in Section A above**, the Terms and Conditions mention that tax amounts
21 may be amended by the government.

22 57. The language of the Customer Application and Terms and Conditions indicate to
23 any reasonable consumer who may read them that the only taxes Defendant's customers agree(d)
24 to pay are those imposed upon consumers by the government.

25 58. There are no contractual terms between Defendant and consumers stating that
consumers are, or may become, responsible for paying taxes imposed by the government upon
Defendant. *See* Exhibits B, C, D.

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EXHIBIT A



624 North Marine Drive, Tamuning, Guam 96913
Phone: (671) 644-4GTA Email: ask@gta.net

Customer Application

Account Information

Name [Redacted] Account # [Redacted]
Billing Contact [Redacted] Contact Email [Redacted]
Billing/Mailing Address [Redacted]

Service Information

Wireless

(671) 489-8927

Contract End Date: 6/5/2022

Monthly Billed Line Item(s)	Monthly Recurring Charge(s)
Multiline Live Limitless Res	\$85.00
Enable Android Phone VM Notifications	Free
GSM Phone IMEI	Free
MPULSE Contract	Free
Total	\$85.00

Other Service Related Information

Service Order # [Redacted]
Contract [Redacted] 2 Year Contract will end on 06/05/2022
Early Termination Fee for this 2 Year Contract is \$30.00 per month

This Agreement imposes binding obligations on Customer. GTA's Product Terms and Conditions and Wireless Data Fair Usage Policy (if applicable), available at www.gta.net/terms-of-use, and the New Customer Checklist are incorporated herein. By signing below, Customer represents that he or she: (1) is at least 18 years of age and legally competent to enter into this Agreement, (2) has read, understood and expressly agrees to the rate plan, prices, and terms stated herein, (3) if signed on behalf of a business entity, is duly and legally authorized to bind the business entity to this Agreement, and (4) all Customer information herein is true and accurate. Customer agrees to pay all taxes, fees, surcharges and other assessments required by federal and Guam law. These charges are subject to change by governmental authorities without notice. Early termination may subject Customer to fees and charges. If you are in the US military and receive deployment orders, you may be entitled to terminate this Agreement without any early termination charges but you will remain liable for any balance remaining on the value of a wireless phone or equipment purchased under this Agreement.

Signature:

[Signature box]

Date: 6/5/2020 3:07 PM (NCONCEPCION)

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EXHIBIT B

Product Terms and Conditions
TERMS AND CONDITIONS

PLEASE READ THE TERMS AND CONDITIONS CAREFULLY. For the purposes of this document, the term "GTA" refers to GTA TeleGuam and TeleGuam Holdings LLC. The terms "you" and "your" refer to the person or entity that has signed this Agreement for Services. The terms "Service" or "Services" includes and incorporates wireless, broadband, digital television, and/or other services ordered on the Customer Application and any additional services you may order or obtain from GTA at any time that are not expressly governed by another agreement you sign with us. The word "Agreement" includes and incorporates the Customer Application, the Terms and Conditions, the GTA rules and policies applying to the use of the Services, and any GTA addenda that you may sign at any time.

By signing this Agreement:

- (1) You acknowledge that you are an adult, eighteen (18) years or older. If this is a business account, you acknowledge that you are authorized to act as an agent for your company, corporation, partnership, or other business entity.
- (2) You have read, understood, and agreed to be bound by this Agreement.
- (3) GTA will provide the Services as indicated in the Customer Application to you for the period stipulated relevant to the Services ordered. If you cancel this order at any time prior to the expiration of the initial term, you may be charged a termination charge as described below, relevant to the Services ordered.

General Terms & Conditions

- I. **Acceptance of Agreement.** You acknowledge and accept this Agreement by (a) activating or using the Service; (b) signing the Agreement; (c) orally or electronically accepting the Agreement. If you do not accept this Agreement, GTA will be under no obligation to provide you with these Services. These General Terms & Conditions apply to all services and products sold or provided by GTA. Additional terms and conditions provided below shall apply to the different lines of services (wireless, wireless prepaid, internet, digital television) on your account.
- II. **New and Existing Customers.** A New Customer is defined as an individual or business entity that has NOT had ACTIVE Services with GTA for ninety (90) days and does not have any outstanding balances. If a customer does not meet the above criteria, then they will be defined as an Existing Customer. If a former Customer attempts to activate terminated services within 90 days, this account will NOT be considered a new Customer, but rather a reactivation of an existing Customer and/or Services. Customers are identified by (but not limited to): Name, Business Name, DBA, Mailing or Physical Address, Social Security Number, Federal Tax ID, or EIN.
- III. **Eligibility Requirements.** GTA may have eligibility requirements, terms and conditions that are in addition to the Terms and Conditions described herein.
- IV. **Authorized User(s).** You, as the primary account holder, can add one (1) authorized user to your account by submitting a written and signed document to GTA confirming the appointed authorized user. You and any Authorized User on your account will have access to account information and will have the ability to make changes to the account. Authorized Users cannot add or terminate end users, lines, subscribers, or Services on the account. If you add an Authorized User to your account, they will be able to access and make changes to your account. These changes will be binding on you. You or the Authorized User may request to switch to another Rate Plan, and if we authorize the change, fees may apply. Authorized changes may require your agreement to a new minimum term and/or new Terms & Conditions. You agree to hold GTA, its employees, staff and management harmless from any litigation or legal action if account information is provided to your Authorized User.
- V. **Services.** You request Services and agree to pay all charges for the Services at the applicable service rates for the selected service plan(s) by the due date indicated on your invoice. The rates for Services provided will be billed to you as outlined in the Customer Application and are subject to change without notice. Charges may include, but are not limited to: the monthly charges, local and federal taxes, tariffs, fees and surcharges, and any other recurring or nonrecurring charges established by GTA. If you do not pay in a timely manner, upon appropriate notice, the Services will be disconnected. GTA may suspend, modify or terminate your service for any reason or no reason upon 30 days notice.
- VI. **Misuse of Services, Network, or Devices.** You agree not to use the Services in a manner prohibited by any Federal or Guam law or Regulation. You agree not to misuse GTA Services, the GTA network, or any devices which may adversely impact, affect or interfere with the GTA network, service levels, operations, reputation, or ability to provide quality service to all subscribers as a whole. GTA reserves the right to protect its network from misuse, harm, compromised capacity, or degradation in performance which may impact network performance for all Customers. **WE MAY LIMIT, SUSPEND OR TERMINATE YOUR SERVICES OR AGREEMENT WITHOUT NOTICE**, if you, any user of your subscribed Services, or any user on your account are found in violation of this Agreement. Misuse can be defined as (but not limited to): (1) using devices or the Services to engage in unlawful activity, or engaging in conduct that adversely affects our customers, employees, business, or any other person(s); (2) by "spamming" or engaging in other abusive or unsolicited communications; (3) excessive data usage through server devices or host computer applications, including (but not limited to): web camera posts or broadcasts, automatic data feeds, automated machine to machine connections or peer to peer file sharing, lines for full time or dedicated data connections. Tampering, modifying, or reprogramming devices used to access Services is prohibited. Rebilling or reselling our Services without authorization is prohibited. GTA may, but is not required to monitor your compliance or the compliance of other subscribers with GTA's terms, conditions, or policies.
- VII. **Bills and Payments/Late Charges.** Billing will commence on the date your Services are activated. With this Agreement, you have consented to responsibly pay in full each month in a timely manner all charges relating to: (1) subscription of Services; (2) any usage based Services; (3) installation or activation, change and disconnection of Services; (4) all applicable local and federal taxes, tariffs, fees and surcharges; (5) any additional charges and fees associated with the Services. You may be required to pay a security deposit or advance payment for Services as a requirement at the time of application, to offset against any unpaid balance on your account, or as otherwise set forth in these Terms and Conditions or permitted by law. Interest will not be paid on advance payments or deposits unless required by law. We may require additional advance payments or deposits if we determine that the initial payment was inadequate. Based on your creditworthiness or for other reasons, we may establish limits and restrict service or features we deem appropriate. If your account balance goes beyond the limit we set for you, we may immediately interrupt or suspend service until your balance is brought below the limit. Any charges you incur in excess of your limit become immediately due. Upon determination solely by GTA of satisfactory payment history or as required by law, GTA may begin refunding of the deposit or advance payment through bill credits, cash payments, or as otherwise determined solely by GTA. Regular recurring charges are billed in advance

and charges incurred on a per-use basis are billed in arrears. A partial month or prorated charge may be generated on your initial bill and whenever you make a change to your Services. Charges for service will be billed monthly and all amounts owed by you must be paid by the date indicated on the bill. Failure to make a full payment for the total amount due on or before the due date will result in a late payment charge equivalent to 1.5% of the outstanding balance or the maximum rate permitted by law. To avoid a temporary suspension of Services, payments for any amounts in arrears must be received by the 15th day of the following billing cycle. If payment is not received, your account will be subject to suspension without further notice. In the event your service has been suspended, you will be required to pay all charges including outstanding balances, reconnection fees, late payment fees and any outstanding balances for old accounts before service is reconnected. A termination order will be issued forty-five (45) after service has been suspended. To re-establish service, you will be required to pay all outstanding charges and any fees associated with new service activation before service is restored. A fee of \$25.00 will be applied to your account if your check or other payment instrument is not honored by a financial institution. GTA reserves the right to investigate and review your credit history. In the event of a bill dispute for any telecommunication services provided, you must file the dispute with Customer Service within fifteen (15) days from the date of the disputed invoice. GTA will have thirty (30) days from the date you file the dispute to investigate the dispute. If the dispute is in your favor, a credit adjustment will be made to your account. If the dispute is in GTA's favor, you must pay the disputed amount to include any outstanding balance to bring the account to current.

VIII. Terminations. Unless otherwise stipulated, the minimum contract period is one month service. You may terminate any Service by providing 30 days written notice to GTA. If you terminate Services, or Services are terminated by GTA for any reason, and you are a participant of a Service that covers a specified period of time via a term agreement or contract, a Balance Recovery Cost (BRC) or Early Termination Fee (ETF) (described below) may be assessed. You are responsible for all charges billed or incurred prior to deactivation. If you terminate Services before the end of your monthly invoicing cycle, credits or refunds for any unused Services in that month will be unavailable.

IX. Termination of Voice Service. If you change or terminate your GTA local wireline voice service ("Voice Service"), we may in our discretion terminate other Services or continue to provide it at the then-current rates, terms and conditions applicable for Services without voice. You agree to pay any new or higher monthly fees that may apply to your new Service after termination of the Voice Service. If GTA elects to terminate your Voice Service, we reserve the right to charge any applicable BRC or ETF.

X. Pricing – Term Plans, Bundle Discounts. When you purchase a Service, you agree to specific price and contract term of ("Term Plan"). Term Plans may offer a discount on the Service if you sign up for other Services ("Bundle Discount"). You agree to maintain your Service and the other bundled services for the applicable term. If you sign up for a Term Plan or a Bundle Discount, the price available with those plans is valid until one of the following occurs: (1) the term expires; (2) you move from your current service address to another service address; or (3) you drop one of the Services you were required to purchase to receive the special rate.

XI. Special Discounts. You may be eligible for a discount on your monthly access charges based on your affiliation with an organization that has an agreement with GTA. You may be required to provide proof of your affiliation with the organization upon activation of service or when you make changes to your account. GTA may share certain information relating to the Services, such as (but not limited to): Name, Telephone Number, Mailing or Physical Address, and Total Monthly Charges with the organization to verify our affiliation. GTA may adjust the discount in accordance with the organization's agreement with GTA and remove your discount after the minimum term expires or if you end or change your affiliation with the organization. You agree that any change or removal of your discount, based on your affiliation with the organization or the organization's agreement with GTA, shall not be considered to have a material adverse effect on you.

XII. Minimum Contract Period. Term Plans require a minimum contract period, which varies depending on the type of Service you are applying for. Please read below for more information.

XIII. Customer Premises. You agree to grant GTA a right of way by the shortest practical route over your Premises for the purpose of installing, removing, connecting, disconnecting, maintaining, troubleshooting, replacing, servicing, and auditing applicable Services and equipment necessary to provide you that service. You also represent that such grant has been obtained in writing from the premises owner. GTA may request from you additional documents, including right-of-way agreements, in order to maintain access in the future. Our employees and designees will show their company identification upon request and in most cases have GTA signage on their vehicles. You are responsible for making the premises available, by appointment, for inspection, audit, repair, replacement and/or removal of the cable facilities. If you continuously fail or refuse access to the equipment, GTA may terminate your service. All installations, removals, and other work done by GTA on your premises shall be done in a good and workman-like manner. However, due to the effects of normal workmanship which may remain after the removal of GTA equipment, the following conditions must apply: (a) GTA shall not be held liable for any damage, such as holes, in walls, ceilings, floors, or any other locations necessary to provide Services; (b) GTA and/or our agents are not permitted to move furniture or appliances.

XIV. Cable Facilities. As provided for and to the extent allowed by applicable tariffs and laws, all outside cable facilities installed pursuant to this Agreement on your premises are and shall remain the property of GTA. You will not and shall not permit others to move or tamper with the outside cable facilities or use it contrary to this Agreement. You are responsible for any damage, other than normal wear, done on the outside cable facilities. If the Services are terminated for any reason, at GTA's option and direction, you shall make the premises available for the removal of the cable facility. GTA does not guarantee that repairs on cable facilities will be made within a specific time frame or after normal business hours, on weekends, or on holidays.

XV. Equipment. GTA will provide you certain equipment, such as a modem, gateway, or Optical Network Terminal (ONT) (all of which is herein collectively referred to as "Customer Premise Equipment," or CPE) which may be required for broadband and digital television services. All GTA equipment will remain the property of GTA and must be returned to GTA upon termination of this Agreement for any reason. Any CPE will be either a new or a fully inspected and tested refurbished unit. Neither you nor a third party may change, interfere with, or block access to equipment data or settings. If you make modifications that make the CPE inaccessible remotely to GTA technicians, you will be billed for the repair and re-configuration of the CPE. If any equipment you lease from GTA is stolen, lost, or becomes damaged (except for normal wear-and tear), you will be held responsible for the full cost of replacement. Other than the CPE provided to you by GTA for use with the service, you must provide all equipment, devices, and software necessary to receive the service. GTA cannot guarantee the ability to support non-GTA provided hardware or its compatibility with our Services. If a GTA technician's visit is required to reconfigure pre-owned or non-GTA provided hardware, an additional charge may be applied. Regardless of whether the equipment used to access your service is owned by you or GTA, GTA reserves the right to manage such equipment for the duration of your service. You are responsible for returning all CPE in "like new" condition within 14 days of cancellation of your service, either by you or by GTA. "Like new" condition means the equipment and/or accessories appears unused without scratches or unnatural

marks, in its original container, with all original contents. Failure to return the CPE to GTA in "like new" condition within the allotted time frame after cancellation of broadband service will result in a charge to your account equal to the replacement price of the CPE. The charge may be deducted from your deposit or any amounts prepaid by you, charged to your card or billed to your account. The value of the CPE is determined by GTA at its sole discretion.

XVI. US Military. GTA is a supporter of the US Military and makes every effort to assist active duty military customers in managing their Services. If you, as an active member of the US Military are given temporary or permanent relocation orders off of Guam, you may suspend or terminate your contract, without any suspension or early termination charge, pursuant to the requirements and limitations of the Servicemembers Civil Relief Act, provided that you furnish proof of these new relocation orders. Please read below for more information on equipment and/or accessories you may be charged or billed for if your contract is suspended or terminated.

XVII. Communication and Notices. Notices, updates, new products and/or Services may be sent to you by written notice, which may be on or included with your bill. GTA may also send notifications to you by posting the notification on www.gta.net, email, voicemail, or via text messages.

XVIII. Attorney Fees. You shall be liable for all reasonable costs incurred by GTA in enforcing its rights against you under this Agreement, including reasonable costs of collecting unpaid charges and (in the case of any action in which GTA is the prevailing party) reasonable attorney fees and expenses of litigation.

XIX. Dispute Resolution. You must first give GTA an opportunity to resolve any dispute or claim relating in any way to the Agreement or your use of any GTA service, or to any products or services sold or distributed by GTA, or by any of its subsidiaries or related companies, by sending a written description of your claim to the address below. We each agree to negotiate your claim in good faith. If your claim is not resolved within 60 days of its receipt by GTA, you agree that the exclusive forum for any claim for which the total value is \$10,000.00 or less is the Small Claims Court of the Superior Court of Guam. You also agree that any for any claim for which the total value exceeds \$10,000.00, as a condition precedent to instituting legal action against GTA, you will participate in non-binding mediation with a mediation service provider from the list of providers approved by the Guam Supreme Court. You further agree that, by entering into this Agreement, you are waiving the right to a trial by jury or to participate in a class action. This waiver does not preclude you from bringing issues to the attention of the appropriate federal, or local agencies, including, for example, the Guam Public Utilities Commission or the Federal Communications Commission. GTA address for written disputes: Teleguam Holdings, LLC Attn: Dispute Resolution 624 N. Marine Corps Drive Tamuning, Guam 96913

XX. Default/Termination or Discontinuance by GTA. GTA may, without notice, terminate or temporarily discontinue your service if you are in default of this Agreement. Default shall include: (1) any failure by you to pay any undisputed amounts as provided in this Agreement; (2) any breach by you of any material provision of this Agreement; (3) any unlawful use of GTA Services or use the Services in a manner that may interfere unreasonably with the Services used by other Customers or interfere with GTA's ability to provide Services to others, whether unlawful use or interference is by you or any other user of the Services. Termination or temporary discontinuance of Services shall be in addition to any and all other remedies provided in the Agreement, or that may be available at law and in equity. In addition to the foregoing, GTA may terminate or discontinue Services without liability in the case of any governmental prohibition or required alteration of the Services.

XXI. Force Majeure. GTA shall not be liable for any delay or failure in performance of this Agreement, to the extent such delay or failure is caused by an event of Force Majeure, including (but not limited to) fire, flood, war, strike, orders of civil or military authorities, omissions of common carriers, warehousemen or suppliers, or other cause beyond its reasonable control. Any such delay or failure shall suspend the Agreement until the Force Majeure condition ceases, and the term shall be extended by the length of the suspension.

XXII. DISCLAIMER OF WARRANTIES. GTA CANNOT GUARANTEE ITS SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT YOUR MESSAGES OR DATA TRANSMISSIONS WILL NOT BE LOST. ALL SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU ASSUME ALL RISK OF USING THE SERVICES AND EQUIPMENT. GTA DOES NOT AUTHORIZE ANYONE TO MAKE WARRANTIES ON ITS BEHALF, AND ANY PURPORTED EXPRESSION OF WARRANTY IS HEREBY DISCLAIMED. ANY STATEMENTS MADE BY GTA AGENTS OR IN PACKAGING, MANUALS OR OTHER DOCUMENTS ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY, AND SHALL NOT BE CONSTRUED AS WARRANTIES BY GTA.

XXIII. Technology. Telecommunications technology rapidly evolves and advances. For the latest information on GTA's network and technology, refer to www.gta.net.

XXIV. Assignment. You may not assign this agreement or any interest in the Services without the prior written consent of GTA. Assignment without the prior written consent of GTA is considered void.

XXV. Password Protection. You are solely responsible for maintaining the confidentiality of any password or user name required to utilize the Services. You shall be liable for payment of charges to your account made by any person using your password or user name until GTA is notified that the confidentiality of a password or user name has been compromised.

XXVI. Use of Customer Proprietary Network Information. Customer Proprietary Network Information (CPNI) includes information related to the services provided by GTA to you. CPNI includes such information as the types of telecommunication services you currently purchase, how you use these services and billings for those services. GTA protects the confidentiality of CPNI pursuant to federal laws and regulations and does not disclose CPNI except as required by law. GTA may use CPNI for billing, credit references, provisioning of service and correcting service issues. GTA may use CPNI internally to market GTA products and services that will improve your services, however, GTA will not disclose CPNI to any third parties seeking to market non-GTA products and services to you. You may, at any time, choose to opt-out of GTA's internal use of your CPNI by visiting a GTA store to fill out and submit a CPNI opt-out form or by calling 644-4482, emailing ask@gta.net, or live-chatting at www.gta.net. Your CPNI may be disclosed by GTA: (1) pursuant to subpoenas, search warrants or other lawful process; (2) in response to emergency or public safety requests involving the risk of serious harm to you or others; (3) to investigate and prevent unlawful or unauthorized use that threatens the integrity of GTA networks or services; (4) to protect GTA against fraud or other illegal activities; (5) to defend GTA's rights in legal or administrative proceedings; or (6) as otherwise required by law.

XXVII. Limitation of Liabilities and Services. In no event shall GTA, its employees, officers, representatives, suppliers, and authorized agents be liable to you or any other party for any direct, indirect, special, incidental, consequential or punitive damages, or any other damages or losses whatsoever arising directly or indirectly from your use of the Services, regardless of the cause of action, including negligence, and even if GTA has been advised of, or could reasonably have foreseen, the possibility of such damages or losses, GTA's sole and exclusive liability to you and your sole and exclusive remedy for any breach by GTA or any interruption or failure of services shall be a credit of such charges for Services as would have accrued but for such interruption or failure based on a prorated basis. Without limiting the generality of the foregoing, GTA is not liable for:

(1) the delay or failure in performance or Services resulting from an act of force majeure, including without limitation: acts of God, natural disasters, typhoons, earthquakes, communications failure, governmental actions, shortage of labor or materials, vandalism, terrorism, wars, strikes, or any reason beyond reasonable control; (2) any act or omission of a telecommunications carrier whose network facilities are used in establishing connections to points which GTA does not directly serve; (3) defamation or copyright infringement arising from material transmitted or received over GTA's network facilities; or (4) infringement of patents arising from combining or using your facilities or equipment with GTA's network facilities.

XXVIII. Terms and Conditions are subject to change. We may give you notice of a change of these Terms and Conditions by posting the change on www.gta.net, by email, or by written notice which may be on or included with your bill. Such notices will be considered given and effective on the date posted.

XXIX. Taxes and Regulatory Tariffs, Fees and Surcharges. Services may be subject to local and federal taxes, tariffs, fees and surcharges. These taxes, tariffs, fees and surcharges may be amended from time to time by their respective government agencies. Any such amendments may be reflected in your invoices without notice.

WIRELESS Section

I. Credit Approval and Deposits. Acceptance of your Customer Application by GTA is dependent on approval of your credit. GTA has the right to investigate and review your credit history and/or payment record if you have an existing account. On the basis of that investigation and review, GTA may require you to make a suitable deposit to guarantee payment of charges for services. Upon termination of your wireless service, or upon the first billing cycle after the twenty-fourth month of wireless service, whichever comes first, GTA has the right to apply the deposit against any outstanding wireless service charges or any other amount owed to GTA. If you are terminating the Agreement, any remaining balance of the deposit will be released to you at the last known address within approximately 90 days. If you continue receiving wireless services under the Agreement, any credit balance remaining after the deposit is applied will be applied to any amounts that may be owing to GTA in the future. GTA will issue a refund upon request to any customer whose account is in good standing after the satisfaction and completion of the contractual term.

II. Charges Associated with Wireless Services. As stated in Section VII of the General Terms and Conditions, you are responsible for paying all charges and fees associated with the Services. Charges associated with GTA's wireless services include but are not limited to: monthly recurring service charges, airtime, roaming, long distance, toll charges, SMS messages whether read or unread, images, sound files, data, features such as Internet access and voicemail, calling services such as directory assistance and calling card use. You will be charged for more than one call when you use certain features resulting in multiple inbound or outbound calls such as call forwarding, call waiting, voicemail retrieval, and conference calling. Except to the extent prohibited by law, billing of roaming charges or services used may be delayed or applied against your service. Roaming and other call rating times are dependent on the location and time of the network equipment providing the service for a particular call. Usage charges will apply as required for services such as directory assistance, roaming charges incurred outside of GTA's wireless home network, long distance charges, and per minute of use charges. Airtime usage is billed in full minute increments, fractional and partial increments are rounded up to the next full minute increment at the end of each call for billing purposes.

III. Nights and Weekends. Nights are 7:00 p.m. to 6:59 a.m. Weekends are Friday 7:00 p.m. to Monday 6:59 a.m.

IV. Mobile to Mobile. GTA mobile to mobile minutes are minutes used between GTA wireless subscribers while on the GTA wireless network (and not roaming.) Mobile to mobile applies to the account or phone number when directly dialing or receiving calls from any other GTA mobile phone number within the GTA network. Calls to GTA Voicemail are not considered mobile to mobile minutes.

V. Data Usage and Billing. Wireless data usage will be charged as specified in your Rate Plan. Data transfer is billed in full kilobyte increments. Actual data transport is rounded up to the next full kilobyte increment at the end of each data session for billing purposes. Overages will be billed by the kilobyte or as specified in your Rate Plan. Some devices such as Smartphones, including iPhones, Androids, BlackBerrys and MiFi devices can generate data usage without user intervention. This can generate unexpected charges within the GTA home network and when roaming outside GTA's home network. Data usage is governed by the GTA Wireless Data Fair Usage Policy available at <http://www.gta.net/terms-of-use#data-fair-usage-policy>

VI. Minimum Contract Period. [If you are in the US Military and receive temporary or permanent relocation orders, you may be entitled to certain rights under the Servicemembers Civil Relief Act. See Wireless Section VIII below for details.] As stated in Section XII of the General Terms and Conditions, GTA offers Term Plans in which a longer minimum contract period is required. These Term Plans may include a special subsidized promotional (reduced) purchase price of the device and a required service plan and extend payments over the term of the contract. Unless otherwise indicated, if you opt into a Term Plan, a two-year minimum contract period will apply. At the end of the minimum term, this Agreement shall be renewed automatically thereafter on a month to-month basis (that is still subject to this Agreement as modified) or until terminated by either party. If you terminate the service or otherwise breach your contract before expiration of the minimum term for any reason, the remaining balance due upon the contract will become immediately due and payable. You agree to pay a Balance Recovery Cost (BRC): (A) for Advanced Devices: \$720 flat fee or \$30 per month for each month remaining on your contract per phone number (based upon a 24 month term), whichever is less; or (B) for Non-Advanced Devices: \$240 flat fee or \$10 per month for each month remaining on your contract per phone number (based upon a 24 month term), whichever is less; or (C) for Tablet Devices: \$240 flat fee or \$10 per month for each month remaining on your contract per tablet (based upon a 24 month term), whichever is less. This BRC is not a default penalty. It is solely intended to recover the balance due on the contract beginning the month the termination or breach first occurs. This BRC may be deducted from your deposit or any amounts prepaid by you, charged to your card or billed to your account. If you opt into a new Term Plan, you must fulfill the Terms and Conditions of the current Term Plan unless expressly waived by GTA. Advanced Devices are generally devices requiring data plans and include, but are not limited to, iPhones, Android and Blackberry instruments. GTA reserves the right to define which devices are to be considered Advanced, Non-Advanced, or Tablet.

VII. Device Return/Cancellation of Service and Replacement/Repair Policies. The following terms and conditions apply in order to return a new phone, handset or other wireless device ("Device") and cancel service after the initiation of a NEW wireless service contract ("Contract") or to repair or replace a new Device. You must present the invoice or receipt issued to you when you purchased the Device. These terms and conditions do not apply to the sale of any accessories or of refurbished Devices, for which all sales are final and not subject to refund, return or exchange.

A. Device Return/Cancellation of Service Policy. If you are eligible to return your Device pursuant to the conditions below, your Contract will be cancelled and you will not be responsible for any further payments. A restocking fee of \$150 will be charged if return of your Device is approved.

(1) Within 3 days of purchase, you may return your Device and cancel your Contract and receive a refund of your initial payment for the device subject to the following conditions. The Device must be in "Like-new" condition. "Like-new" is defined as: (i) less than 60 minutes of usage and less

than 100 MB of data usage, (ii) returned in the original box with all original contents (excluding earphones) including battery, charger, manual and unopened software, (iii) Phone must be 100% functional, (iv) no physical or water damage, and (v) no cosmetic signs of wear (cracks, scratches, scuffs, chips or dents). All conditions must be met and determination of Like-new condition is within the sole discretion of GTA. (2) After 3 days of purchase, and within 14 days from the purchase date, you may cancel your Contract without penalty. However, your device will not be returnable and you will be responsible for immediate payment of the full retail price of the Device.

B. Replacement/Repair Policy. Your new Device may be replaced or repaired only under the following terms and conditions: (1) Device may be replaced if it is within its warranty period and has been determined by GTA to be defective and not repairable. (2) If Device is within its warranty period and has been determined to be repairable by GTA: (i) you may approve the repair and you will be provided a loaner Device at no cost, or (ii) you may decline the repair and your Device will be returned to you as-is. (3) Determination of whether the Device is defective or repairable is at the sole discretion of GTA. (4) Replacement Device shall be the same brand and model or other suitable Device of equal value.

VIII. US Military Contract Suspensions and Terminations

(A) If you are in the US Military, you may be entitled to suspend or terminate your contract for cellular telephone service pursuant to the Servicemembers Civil Relief Act ("SCRA"). If you provide a copy of your relocation orders for not less than 90 days (30 days if purchase was made at a GTA retail location on military installations in Guam) you may you may suspend or terminate as follows:

(a) **Suspension** -you may suspend your contract with no suspension charge and with no contract term extension (your contract will terminate on the original contract termination date). However, if you purchased a cellular phone unit (the "Unit") under your contract and the cost of the Unit is spread over the term of your contract, the balance remaining on the Unit at the time of suspension will be carried forward to the remaining term of your contract upon re-activation.

(b) **Termination** -you may terminate your contract with no early termination fee. However, if you purchased a Unit under your contract and the cost of the Unit is spread over the term of your contract, any balance due on the Unit will become immediately due and payable upon termination.

(B) In either case of suspension or termination, any balance due is intended only to recover the actual remaining balance due on cost of the Unit. Any balance remaining on the Unit at termination of your contract remains an obligation or liability due and unpaid which you must pay under the SCRA. Balance due on the Unit is determined as follows:

(a) for Advanced Devices (except Blackberry and Certified Pre-owned devices): \$20 per month for each month remaining on your contract per phone number, based upon a 24-month term;

(b) for Blackberry and Certified Pre-Owned Advanced Devices and Tablets: \$10 per month for each month remaining on your contract per phone number, based upon a 24-month term; or

(c) for Non-Advanced Devices: \$7 per month for each month remaining on your contract per phone number, based upon a 24-month term. Advanced Devices are generally devices requiring data plans and include, but are not limited to, iPhones and Android instruments. GTA reserves the right to define which devices are to be considered Advanced, Non-Advanced, or Tablet.

IX. Numbers. You have no proprietary or ownership rights to, or interests in, a specific telephone number assigned to your equipment or account, except as provided by law. GTA may change the access number assigned to you and may require you to modify wireless telephone equipment accordingly at GTA's expense. Except as permitted by law, you may not assign a telephone number to any other equipment, and shall not program any other number into equipment provided for use with GTA services. GTA may deactivate or suspend service to any number without prior notice if unlawful or fraudulent use of a number is suspected.

X. GSM Phones/Devices and Other Carrier Networks/Phones. You may purchase a phone from someone other than GTA, provided that it must be 850/1900MHz GSM/GPRS/EDGE wireless device that is compatible with GTA's GSM network. GSM phones/devices do not all use the same technologies. GTA does not guarantee that all services and features will be available with such equipment. GTA GSM Phones/devices may be programmed to accept only a GTA SIM card.

XI. Lost or Stolen Phones. If your wireless telephone or other wireless device is lost or stolen, you will remain liable for all charges in connection with usage of the wireless device until the theft or loss is reported to GTA and to the police. A copy of the police report must be filed with GTA. After reporting the theft or loss to GTA, you will remain liable for all non-usage based charges, as provided in this Agreement.

XII. Call Privacy. The GTA system uses radio channels to transmit communications. Customer's calls may be monitored by third persons acting within the law and GTA will cooperate with intercepting and disclosing calling records, voice and data transmissions, accounts and other information, pursuant to lawful subpoenas, court orders and the like. Your transmissions may also be monitored by persons acting outside of the law. Call privacy cannot be guaranteed, and GTA will not be liable for any lack of privacy while using GTA equipment or systems.

XIII. Wireless Local Number Portability. You may have the capability to transfer your wireless number to another wireless carrier or have the ability to bring your wireless number to us. For detailed information about Local Number Portability, please contact GTA Customer service at (671) 644-4482. You will not be able to transfer your number if your account has been disconnected for any reason. If you are porting a prepaid account, your prepaid account must not be expired. You still remain liable for all charges incurred resulting from your wireless service with us or your wireless service with your former wireless carrier. This includes, but not limited to: cancellation fees; monthly access fees; overages; long distance; and all other expenses associated with your wireless service. GTA reserves the right to charge a one-time \$50 port out fee to recover costs incurred with Wireless Local Number Portability.

WIRELESS PREPAID Section

I. Terms & Conditions. You accept these terms and conditions and agree to be bound by them at the point of sale of a Card.

II. PIN/PUK Number. The number printed on each Card (comprising the PIN or PUK Number) is unique to that Card and you shall be solely responsible for safeguarding such number or any other access number or password from any unauthorized use. GTA shall not be liable to you for any losses, damages, claims, liabilities, costs or expenses suffered or incurred by you resulting from the theft, misuse or unauthorized usage of the number printed on the Card, or other related services such as web access.

III. Refund. Every Card, once purchased, is not refundable and has no surrender value. GTA is not obligated to refund any unused portion of the Card value whether before or after its expiration date.

IV. Expiration. Each prepaid plus card must be used and deposited into your account by the date indicated on the card. After the date printed on the prepaid plus card, it will not be effective. Upon deposit into your account: (1) a \$5 prepaid plus card load will expire in 15 days, (2) a \$10

prepaid plus card load will expire in 30 days, and (3) \$20 and \$50 prepaid plus card loads will expire in 60 days. When depositing a prepaid plus card into an account with a valid balance, the greater of expiration dates shall apply. Any load purchased by voice or SMS using a credit card will have the following expiration terms: (1) \$0.01 to \$9.00 – 15 days, (2) \$9.01 to \$19.00 -30 days, and (3) \$19.01 and up -60 days. When loading by voice or SMS using a credit card into an account with a valid balance, the greater of expiration dates shall apply. Unused airtime will be forfeited unless used by expiration date.

V. Charges. Charges commence as soon as the call, data, or text message is processed or received by you.

VI. Limitation of Liabilities and Services. You shall use the Card and the Services in accordance with local and federal law. GTA shall not be liable for any losses, damages, liabilities, costs or expenses suffered or incurred by you resulting from the failure by you to do so. You shall indemnify GTA from any losses, damages, claims, liabilities, costs (including legal costs on a full indemnity basis) and expenses suffered or incurred by GTA as a result of or arising from the misuse or wrongful usage of the Card.

VII. Prepaid Locked Devices. Certain prepaid wireless devices may be locked to GTA wireless service. At customer's request, a prepaid locked wireless device will be unlocked by GTA and additional fees may apply.

VIII. Liability. Without prejudice to Prepaid clauses II to IV above, the liability of GTA to you, whether in contract, tort, or otherwise in relation to the Card shall be limited to the price of the Card.

INTERNET Section

I. National Exchange Carriers Association Tariff. Broadband services are provided by GTA under Sections 8 and 17 of the National Exchange Carriers Association (NECA) Tariff FCC No. 5, which is made part of this Agreement. The terms and conditions stated in this Agreement are subject to revisions in the NECA Tariff and/or mandated by the Federal Communications Commission (FCC). Any changes to tariffs, fees or surcharges by NECA or the FCC may result in corresponding changes to your invoice with or without notice as required by regulation or law.

II. Local Exchange Service Lines. Broadband services will be provided over existing GTA local exchange service lines. Thus, rates and regulations for broadband services are in addition to the rates and regulations for local exchange services. If you apply for Data-Only broadband services, GTA may provide the broadband service over the physical local loop connection capable of simultaneous voice and data communications to your premise. If you decide to terminate and then reconnect your broadband service, the reconnection of your broadband service will be considered a new installation subject to the rates and regulations for broadband service and local exchange service where required.

III. Inside Wiring & Installations. You have the option to have GTA install any inside wire required or to have a third-party contractor do the installation. However, if you choose to hire a third-party contractor, other terms and conditions may apply. GTA does not represent, warrant or covenant an installation by you or a third party chosen by you will enable you to successfully access, operate, or use the broadband services, nor that such installation will not cause damage to your computer, data, software, files or peripherals. In addition, GTA and its agents and contractors shall have no liability whatsoever for any damage, or for the failure to properly install, access, use or operate the equipment or broadband services by you who chooses this method of installation. The foregoing limitation of liability is in addition to and shall in no way be construed to limit any and all limitations of liability set forth elsewhere in this Agreement. Service outages and/or repairs may take up to 48 hours.

IV. Broadband Service Speeds. Because broadband is distance sensitive, you must be located within a serviceable loop distance from a GTA serving wire center. Broadband peak speeds are not guaranteed by GTA due to factors that may affect the actual speeds delivered including loop distance, condition of the cable facilities, limitations in GTA's network design, and limitations in any CPE. Due to this, GTA provides broadband services as a best effort service, and cannot guarantee upload or download speeds. If it has been determined by GTA that your premises has exceeded the loop distance and broadband service is not available, you will not be charged any early termination fees for cancelling your broadband service request.

V. Minimum Contract Period. As stated in Section XII of the General Terms and Conditions, GTA offers Term Plans in which a longer minimum contract period is required. Unless otherwise indicated, if you opt into a Term Plan, a one-year minimum contract period will apply. At the end of the minimum term, this Agreement shall be renewed automatically thereafter on a month-to-month basis (that is still subject to this Agreement as modified) or until terminated by either party. If you terminate the Plan before expiration of the minimum term for any reason, you agree to pay an Early Termination Fee (ETF) of \$180 per contract year. This ETF may be deducted from your deposit or any amounts prepaid by you, charged to your card or billed to your account. If you opt into a new Plan, you must fulfill the Terms and Conditions of the current Term Plan unless expressly waived by GTA.

VI. Trial Period. When you initiate a new broadband service with GTA, you are given a period of 14 calendar days from the date of service activation (the "Trial Period") in which to cancel the service without incurring any early termination fees. The Trial Period refers only to the service and not to equipment. You are required to return all CPE in "like new" condition, which means the CPE appears unused without scratches or unnatural marks, in its original container, with all original contents. Failure to return the CPE to GTA in "like new" condition will result in a charge to your account equal to the replacement price of the CPE.

VII. Relocation of Services. You may transfer your broadband service location to a different location if your new location is within our serving area. If you relocate the broadband service before expiring a minimum term of one year for any reason, you agree to pay a relocation fee of \$100. If you have completed a minimum term of one year, you will not be charged any relocation fee for the broadband service. If you are relocating broadband and digital television services, you agree to pay a relocation fee of \$59.95. These relocation fees may be deducted from your deposit or any amounts prepaid by you, charged to your card or billed to your account.

VIII. US Military. You are required to return all CPE in "like new" condition within 14 days of cancellation of your broadband service. Failure to return the CPE to GTA in "like new" condition will result in a charge to your account equal to the replacement price of the CPE.

DIGITAL TELEVISION Section

I. Digital Television (TV) Services. The terms and conditions apply to your use of the video and audio programming services and associated telecommunication services that GTA provides and any equipment provided to you for use with the service. Digital TV services provided under this Agreement is contingent upon your having telephone service with GTA. The digital TV services may include video-on-demand, interactive programming and other enhanced video services. Failure to maintain telephone service constitutes a breach of this Agreement.

II. Redistribution Policy. Some programming may not be available in certain areas due to legal, regulatory, and contractual prohibitions, including restrictions of the Federal Communications Commission and sports blackouts. GTA may recover from you any damages provided by television laws for tampering with any of our equipment, our television system or for receiving or distributing unauthorized services. GTA has a zero tolerance policy for any infraction of the above items. If you also purchase GTA Voice Service, Caller ID information for GTA Voice calls can be displayed on your TV screen. In addition, call history information for all missed and answered calls can be displayed on your TV screen and cannot be PIN protected. Call history for dialed calls cannot be displayed on your TV screen. As permitted under applicable law, in addition to other rights provided for in this Terms of Service, in the event a payment is past due, GTA may restrict your account to prevent access to video on demand, pay-per view, and other usage-based services and content.

III. Charges Associated with Digital TV Services. As stated in Section VII of the General Terms and Conditions, you are responsible for paying all charges and fees associated with the Services. You will be charged for the use of the digital TV services by any person, including but not limited to, Video on Demand and Pay Per View, and other enhanced video services ordered from any set top box providing access to the digital TV services, regardless of who ordered such programming. You are responsible for setting and securing a password on your set top box to prevent unauthorized use of Services. As long as payments are current, you will have a limit (up to a maximum of \$150) per month on such one-time orders billed to your account. This limit will vary based on creditworthiness or for other reasons. A downgrade fee may apply if you make changes to your Service within thirty (30) days of Service provisioning or later programming orders.

IV. Programming. GTA reserves the right to add, change, or remove any video and audio channel included in any program tier or package. Notice of any such change will be provided as required by applicable law.

V. Customer Premises. In order to provide you with digital TV services, you agree to give GTA and/or our agents permission to enter your premises for the purpose of installing, removing, connecting, disconnecting, maintaining, troubleshooting, replacing, servicing, and auditing the equipment and service. Your permission includes the premises outside your home at times when you may not be there. Our employees and designees will show their company identification upon request and in most cases have GTA signage on their vehicles. If you are not the owner of your home, we will require you to obtain permission from the landlord/owner for us to enter the premises and install digital TV and all associated wiring.

VI. Credit Approval and Deposits. In order to establish an account with us, you authorize GTA to inquire into your credit worthiness by checking with credit reporting agencies. If you are delinquent in any payment to GTA, you authorize GTA to report any late payments or nonpayment to credit reporting agencies. GTA may require a security deposit from you (a) before digital TV services are provided, if you do not have a satisfactory credit history with GTA, or do not provide other proof of credit worthiness, or (b) at any time during this Agreement, if you have an unsatisfactory credit rating with GTA as a result of your payment practices, or (c) if you clearly present an abnormal risk of loss. GTA may apply any portion of the security deposit against unpaid charges on your account at any time and, upon termination of service or where the conditions justifying the security deposit no longer apply, will refund any outstanding security deposit retaining only the amount you owe on your account.

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EXHIBIT C



Wireless - New Customer Checklist

Customer Name _____ Account Number _____
 Activation Date _____ Wireless Phone Number _____ Email Address _____

Limitless Postpaid Plan Information:

Feature	<input type="checkbox"/> Start	<input type="checkbox"/> Play	<input type="checkbox"/> Live
Local Data	Unlimited	Unlimited	Unlimited
Local Voice and SMS	Unlimited	Unlimited	Unlimited
Video Quality	240p (SD)	720p (HD)	1080p (HD)
Tethering (speed)	Not Available	up to 10Mbps	up to 25Mbps
Domestic LD	Pay as you go	1000 minutes	2000 minutes
Roaming	Pay as you go	Pay as you go	3GB USA (AT&T)

Plan \$ _____ per month

OR

Other Postpaid Plan information:
 Individual Plan Shared Plan Plan \$ _____ per month
**All Postpaid Plans include unlimited local Voice & SMS*
 High Speed Data Limit _____ GB
 When full data bucket is used:
 No data overages apply.
 Data overages charges apply: \$ _____ per GB
 Data speeds may be restricted.

Data Management Policy & Wireless Data Fair Usage Policy. See Terms & Conditions at www.gta.net/terms-of-use
 iPhone: Acceptance and acknowledgement of the iPhone Software License Agreement the ("SLA").

Postpaid Plan Add-Ons

Domestic LD: \$ _____ per month Min. _____
 1c Text to the U.S.: \$ _____ per month
 1c Text to the Philippines: \$ _____ per month
 5c Text to Japan: \$ _____ per month
 5c Text to Korea: \$ _____ per month

First Bill Explanation (Prorating of billing cycle and combined billing)

Failure to make a full payment for the total amount due by the end of the month indicated on the bill will result in a late charge which will appear on your next billing statement.

Replacement Pricing (for lost, stolen, or damaged units)

Roaming: Wireless devices may roam for voice, text and data services when traveling away from Guam. Some devices such as Smartphones, Blackberrys and iPhones can generate data usage without user intervention, which may result in unexpected charges when roaming. See www.gta.net/wireless/extras/roaming or call GTA at 644-4482 for roaming information before traveling.

Servicemembers Civil Relief Act. No fee for early termination with copy of military deployment orders. Customer is responsible for payment of the actual remaining retail value of the wireless device. See Terms & Conditions of Wireless Section at www.gta.net/terms-of-use.

Factory Warranty _____

Device Information

1-Year Contract 2-Year Contract HPO
 Device Type _____ Monthly HPO/1 or 2 Year Contract handset price \$ _____
 IMEI _____
 Handset Agreement (24 months). Upgrade after 50% of HPO device is paid with trade-in of HPO device.

Return, Exchange, and Trial Policy

3 Day Return

- Full refund of unit.
- Waive Balance Recovery Cost.
- Returns made within 3 days will incur a \$150 restocking fee.
- Unit must be determined to be in "Like New" condition (including but not limited to: less than 60 minutes talk time, less than 100MB data usage, physical condition and appearance).

14 Day Trial

- Waive Balance Recovery Cost.
- Eligible Refunds – Deposit, 1 Month Advance. (With the exception of proration from days of service and other billable usages.)
- Ineligible Refunds – Device, Activation Fee.
- The customer will pay the difference between the "No Contract Price" and what they paid for the unit.

All sales final on accessories, refurbished units, and prepaid products. **NO EXCHANGES NO RETURNS.**

No Exchanges – No exchange based on color, brand, and/or storage size. Exchanges may only be approved if the unit is deemed defective by a GTA technician and is still within its one year warranty.

Customer Account

CPNI Notifications I have been advised on how to opt-out of GTA's internal use of my CPNI for marketing products and services to me. CPNI Set-Up: Password _____ Security Question _____

Voicemail Guide (set up and retrieval) Deactivate when roaming to avoid roaming charges. Residential reconnection fee \$26.00 per account

Assistance

Handset Technicians' hours and locations:
 GEC Hours: M – Sa. 8am -5pm / Su. 10am-4pm
 Micronesia Mall Hours: M – Su. 11am-3pm/4pm-7pm

Visit our website – www.gta.net (Terms & Conditions)
 GTA Call Center 24/7 (671)644-4482
 GTA LIVE Chat Support is always OPEN www.gta.net
 Hearing Aid Compatibility explanation. See www.gta.net/wireless/phones-and-tablets/hearing-aid-capable-handsets
 To sign-up for services and/or order a new handset visit <https://www.gta.net/place-an-order/>

-TERMS AND CONDITIONS AVAILABLE UPON REQUEST-

By signing this agreement, the undersigned acknowledges that the above Customer Checklist has been accepted and understood.

Customer Signature _____ Date _____
 Sales Representative _____ Emp No. _____ Signature _____



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EXHIBIT D



624 North Marine Corps Drive
Tamuning, Guam 96913

Hafa Adai!



Account Summary

Account Number:	██████████
Invoice Number:	12866810
Billing Date:	Jul 01, 2020
Due Date:	IMMEDIATELY

Previous Balance	\$34.51
Past Due Balance (Due Immediately)	\$34.51
Current Charges	\$36.17
Total Amount Due - Please Pay this Amount	\$70.68

Your account is overdue. If payment has been made, please disregard this message. Failure to pay may result in the temporary suspension of your service and assessment of reconnection fees.

GTA News & Notes

GTA continues investing in building the most reliable infrastructure to ensure the best connectivity for our island with the rest of the world to give you confidence that we are building industry for the future. When you buy from GTA, you're not just buying a product or a service, you're buying into the future of our island.

Investing in the future of our island is our commitment to you.

We Start with You.

The Federal Universal Service Charge (FUSC) is mandated by law, assessed to all subscribers and is paid to the Federal Communications Commission (FCC). The FCC uses the FUSC to keep telecommunications rates affordable to assist schools, libraries and health-care facilities. The FCC has raised the FUSC from 19.6% to 26.5%. This increase will be effective July 1, 2020.

We have made changes to our Wireless Data Fair Usage Policy. Please visit www.gta.net/wireless-data-management/ to review the changes.

For more information visit www.gta.net or call us at 644-4482.

For more information, please call 644-4482 contact us at ask@gta.net, or visit us at www.gta.net.

Please detach and return this portion with your payment.



624 North Marine Corps Drive
Tamuning, Guam 96913

Remittance Section

Account Number:	██████████
Billing Date:	Jul 01, 2020
Due Date:	IMMEDIATELY
Amount Due:	\$70.68

Amount Enclosed: \$

Please put your account number on your check and make payable to: GTA.

Auto Pay Check here and fill out the back to pay your future bills automatically or make changes. Please ensure expiration dates are updated (see back for details).

Change of Billing Address Check here and make changes on back.



|||||
GTA
P.O. BOX 22889
BARRIGADA GU 96921-2889

01116525970000070685



Bill prepared by Teleguam Holdings LLC

GTA, herein referred to as 'we', reserves the right to change policies and practices and will provide the customer, herein referred to as 'you', with notification of any change thirty (30) days in advance of that change. Your continued usage of service after we notify you of a change in any policy or procedure will be your acceptance of the changes, unless you choose to terminate your service.

INFORMATION REGARDING YOUR BILL: We make all attempts to mail out bills in a timely manner, but are not responsible for mail delivery failure or late bills. Payment is due and payable in advance within thirty (30) days from date of bill regardless of the day you receive our bill. If payment for service is not received within thirty (30) days from date of bill, a late fee will be charged to your account. If full payment for services is not received by the 15th day of the following bill cycle, your account is subject to suspension without further notice. We suggest customers allow at least five (5) working days for payments made at participating banks to be received by us and ten (10) days for check payments made through on-island mail delivery. Non-receipt of a billing statement and/or invoice does not prevent customer's account from being due or payable. We are not responsible for payments made at non-GTA locations. Please see the list of GTA payment locations and hours below.

LATE FEES: Failure to make a full payment for the total amount due, on or before thirty (30) days from the date of bill will result in a late charge, which will appear on your next billing statement. Late fee amounts can be found on our website.

SUSPENSION FOR NON-PAYMENT: To avoid a temporary suspension of service, payment for any amount in arrears must be received by the 15th day of the following billing cycle. If payment is not received, your account will be subject to suspension without further notice. In the event your service is suspended, you will be required to pay all charges including arrearages, reconnection fees, late fees and any outstanding balances for old accounts before service is reconnected.

DROP BOX PAYMENTS: Payments received after 4:00 pm in a GTA drop box will not be recorded until the next business day.

TERMINATION OF SERVICE: A termination order will be issued ten (10) days after service has been suspended. To re-establish service, you will be required to pay all outstanding charges and any fees associated with new service activation before the service is restored.

REJECTED TRANSACTIONS: A \$26.00 fee will be charged for all rejected checks, credit, or debit card transactions. This fee may be adjusted at our discretion to reflect the prevailing charges imposed by financial institutions.

DISPUTED BILLING: Billing errors must be brought to our attention within 15 days from the bill date (Includes auto pay per rejected transaction).

PRORATED AMOUNTS: A partial month charge, or prorate, may be generated whenever you make a change to your service.

ACCESS TO CUSTOMER'S HOME/PROPERTY: You, or an authorized representative (18 yrs or older), must be present for us to install, inspect, maintain, replace, remove, or repair equipment or service within your premise. This authorization may also include permitting us and our contractors to enter your exterior property at reasonable times, even if you are not present.

PROVISIONS OF SERVICE: We are not responsible for interruptions in service due to circumstances beyond our control, including without limitations: acts of God; power failure; or any other condition. We make no warranty, either expressed or implied, regarding equipment and service.

PAYMENT LOCATIONS AND HOURS:

GTA Experience Center
Suite 4, Tamuning, Guam 96913
Mon - Sat: 8am - 6pm
Sun: 10am - 4pm

Micronesia Mall Suite 180A
1059 West Manne Drive
Dededo, Guam 96929
Open Daily: 10am - 9pm

Agana Shopping Center
Ste. 204
302 South Route 4
Hagåtña, Guam 96910
Open Daily: 10am - 8pm

NEX Guam Building 258
NEX Road
US Naval Base, Guam 96915
Mon - Sat: 9am - 8pm
Sun: 9am - 7pm

AAFES Exchange
Bldg 24016 AAFB
Yigo, Guam 96929
Open Daily: 10am - 7pm

Smart Center
Mon - Sat: 8am - 6pm
Sun: 10am - 4pm

Smart Center
Open Daily: 11am - 3pm & 4pm - 8pm

Smart Center
Open Daily: 11am - 3pm & 4pm - 8pm

Bank: For a list of participating financial institutions, please visit www.gta.net or call 644-4482.

CHECK PAYMENTS: Please make checks payable to GTA

AUTOPAY is the EASY way! Please indicate if this is a new or updated application. Check the AutoPay box on the front of the remittance section and then choose an AutoPay Option and sign below. If insufficient funds prevent autopay on the due date, autopay will continue to process until sufficient funds are available to satisfy the invoice amount.

- Credit Card AutoPay** Your card will be charged for your balance due every month. Not for one-time payments. Please ensure expiration dates are updated.
- MASTERCARD VISA AMERICAN EXPRESS DISCOVER

Card No. Exp Date (MM/YY) / CVV

Name as it appears on your credit card: _____

- Pay on-line with EPay:** Visit www.gta.net and pay your bill on line. Click Pay My Bill to register.
- Direct Debit AutoPay:** The balance will be withdrawn directly from your bank account each month via direct debit. Please ensure your bank is a participant in the Automated Clearing House program.
- Checking:** The balance will be withdrawn directly from your bank account each month via direct debit. Please ensure your bank is a participant in the Automated Clearing House program.
- Savings:** _____
Bank Name/Account Holder's Name Account Number Routing Number
- Termination of AutoPay**

By signing below, I authorize GTA, or its financial institution, to process the indicated selections. I agree to contact GTA at least seven (7) days before the due date with any concerns to allow time for corrections.

Month Effective: _____ 5th 20th Signature/Date: _____

Change of Billing Address

Check the box on the front of this remittance section and fill in below. If you are moving your service location, call (671)644-4482.

New Mailing Address

P.O. Box / Street Address

City

State Zip

Account / Service No.

Email Address

Preferred Mobile #



Customer
Account Number
Billing Period

██████████
██████████
07/01/20 - 07/31/20

Summary Total By Service					
	Recurring Charges	Other Charges	Usage Charges	Sur.	Total
Other Charges	0.00	1.35	0.00	0.00	1.35
██████████	21.80	0.00	0.00	13.02	34.82
Account Total	\$21.80	\$1.35	\$0.00	\$13.02	\$36.17

Other Charges and Credits	
Description	Amount
Residential Late Fee	\$1.00
PL 34-87 BPT Equivalent (June 2020)	\$0.35
Total Other Charges and Credits	\$1.35
Local & Call Plan Charges	

Service Details
Billing Dates: 07/01/20 - 07/31/20

Recurring Charges	Amount
Single Line	\$14.00
Directory Non-Publishing	\$2.60
Standard Calling 2 Features	\$2.60
Call Waiting	
Three Way Calling	
Premium Calling 1 Feature	\$2.60
Caller ID	
	\$21.80
Surcharges	
SLC Single Line Subscriber Line Charge	\$6.50
Universal Service Charge	\$2.52
E911 Service Charge	\$1.00
ARC (Single Line)	\$3.00
	\$13.02
Service Total	\$34.82