

OPA Notice of Appeal: IBSS vs DOE - copiers - DOE IFB 022 - 2010

EXHIBIT

3. Appellant's Bid in DOE IFB No. 022-2010



INVITATION FOR BID

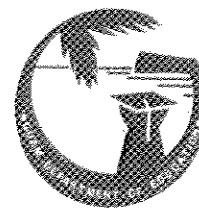
GUAM DEPARTMENT OF EDUCATION

GDOE IFB 022-2010
DOCUMENT MANAGEMENT SERVICES

Deadline for Submission:
Friday, October 1, 2010,
10:00 a.m. (Chamorro Standard Time)

Place:

Department of Education
Office of Supply Management, Suite B-220
Manuel F. Leon Guerrero Building
312 Aspinal Avenue, Hagatna, Guam 96910



GUAM DEPARTMENT OF EDUCATION
MANUEL F.L. GUERRERO/ADMINISTRATION BUILDING
Government of Guam
P.O. Box DE, Hagatna, Guam 96932
Tel: 300-1580/1581 * Fax: 472-5001

INVITATION FOR BID (IFB) NO. : IFB 019-2010

SPECIAL REMINDER TO PROSPECTIVE BIDDERS

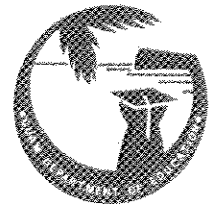
Bidders are reminded to read the Sealed Bid Solicitation and Instructions, and General Terms and conditions attached to the IFB to ascertain that all of the following requirements checked below are submitted in the bid enveloped, in duplicate, at the date and time for bid opening.

- (X) **BID GUARANTEE** (15% of Bid Amount) May be in the form of;
Reference #11 on the General Terms and Conditions
- a. Cashier's Check or Certified Check
 - b. Letter of Credit
 - c. Surety Bond – Valid only if accompanied by:
 - 1. Current Certificate of Authority issued by the Insurance Commissioner;
 - 2. Power of Attorney issued by the Surety to the Resident General Agent;
 - 3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.
- (X) **BROCHURES/DESCRIPTIVE LITERATURE;**
- (X) Must comply with the following requirements:
- a. Date of signature of the person authorized to sign the bid and the notary date must be the same.
- (X) **OTHER REQUIREMENTS:**
Affidavit Disclosing Ownership & Commissions, Non- Collusion Affidavit, U.S. DOL Wage Determination, Restriction Against Sex Offenders, No Gratuities or Kickbacks Affidavit, Ethical Standards Affidavit, Contingent Fees Affidavit

This reminder must be signed and returned in the bid envelope together with the bid. Failure to comply with the above requirements may be cause for disqualification and or rejection of the bid.

On this _____ day of _____, 2010, I, _____, authorized representative of _____, acknowledge receipt of this special reminder to prospective bidders with the above referenced IFB.

Bidder Representative's Signature



GOVERNMENT OF GUAM

DEPARTMENT OF EDUCATION
P.O. BOX DE
Hagatna, Guam 96932

BID BOND
NO. _____

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

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

NOW, THEREFORE, if the 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 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 for Bids then this obligation shall be null and void, otherwise to remain full force and effect.

Signed and sealed this _____ day of _____ 2010.

(WITNESS)

(TITLE)

(MAJOR OFFICER OF SURETY)

(TITLE)

(PRINCIPAL) (SEAL)

(MAJOR OFFICER OF SURETY)

(TITLE)

(RESIDENT GENERAL AGENT)



SEE INSTRUCTIONS FOR SUPPORTING DOCUMENTS REQUIRED.

INSTRUCTION TO PROVIDERS:

NOTICE to all Insurance and Bonding Institutions:

The Bond requires the signatures of the Vendor, two (2) major Officers of the Surety and Resident General Agent, if the Surety is a foreign or alien surety.

When the form is submitted to GUAM DEPARTMENT OF EDUCATION, it should be accompanied with copies of

The following:

1. Current Certificate of Authority to do business on Guam issued by the Department of Revenue and Taxation.
2. Power of Attorney issued by the Surety to the Resident General Agent.
3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.

Bonds, submitted as Bid Guarantee, without signatures and supporting documents are invalid and Bids will be rejected.

AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSIONS

CITY OF _____)
) ss.
 ISLAND OF GUAM)

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the offeror and that [please check only one]:

- The offeror is an individual or sole proprietor and owns the entire (100%) interest in the offering business.
- The offeror is a corporation, partnership, joint venture, or association known as _____ [please state name of offeror company], and the persons, companies, partners, or joint venturers who have held more than 10% of the shares or interest in the offering business during the 365 days immediately preceding the submission date of the proposal are as follows [if none, please so state]:

<u>Name</u>	<u>Address</u>	<u>% of Interest</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

<u>Name</u>	<u>Address</u>	<u>Compensation</u>
_____	_____	_____

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

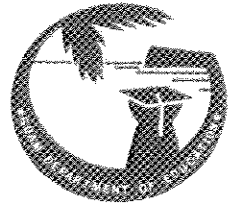
Signature of one of the following:
 Offeror, if the offeror is an individual;
 Partner, if the offeror is a partnership;
 Officer, if the offeror is a corporation.

Subscribed and sworn to before me
 this ____ day of _____, 201__.

NOTARY PUBLIC
 My commission expires: _____

This form shall be submitted in the Proposal Envelope.

AG Procurement Form 002 (Rev. Nov. 17, 2005)



**SPECIAL
PROVISION
FOR
AFFIDAVIT DISCLOSING OWNERSHIP AND COMMISSIONS**

All bidders are required to submit a current affidavit as required below, failure to do so will mean disqualification and rejection of the bid.

Excerpt from P.L. 18-44

Section 44. a new Section 6961.3 is added to the Government Code to read.

"Section 6961.3. Affidavit Disclosing Ownership and Commissions. As a condition of bidding, any partnership, sole proprietorship or corporation doing business with the Government of Guam shall submit an affidavit executed under oath that lists the name and address of any person who has held more than ten percent (10%) of outstanding interest or shares in said partnership, sole proprietorship or corporation at any time during the twelve (12) month period immediately preceding submission of a bid. The affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship or corporation which have been held by each such person during the twelve (12) month period. In addition, the affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for the procuring or assisting in obtaining business related to the bid for the bidder and shall also contain the amounts of any such commission, gratuity or other compensation. The affidavit shall be open and available to the public for inspection and copying"

EXAMPLE:

1. A bidder intends to participate in a bid opening on October 15, and submits his/her Bid on September 12, the affidavit dated September 10 is acceptable.

NOTE: If the affidavit is a copy, indicate the Bid No. and where it is filed.

AFFIDAVIT re NON-COLLUSION

CITY OF _____)
) ss.
 ISLAND OF GUAM)

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

1. The name of the offering company or individual is [state name of company]
 _____.

2. The proposal for the solicitation identified above is genuine and not collusive or a sham. The offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any other offeror or person, to put in a sham proposal or to refrain from making an offer. The offeror has not in any manner, directly or indirectly, sought by an agreement or collusion, or communication or conference, with any person to fix the proposal price of offeror or of any other offeror, or to fix any overhead, profit or cost element of said proposal price, or of that of any other offeror, or to secure any advantage against the government of Guam or any other offeror, or to secure any advantage against the government of Guam or any person interested in the proposed contract. All statements in this affidavit and in the proposal are true to the best of the knowledge of the undersigned. This statement is made pursuant to 2 GAR Division 4 § 3126(b).

3. I make this statement on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

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

Subscribed and sworn to before me
 this ____ day of _____, 201__.

 NOTARY PUBLIC
 My commission expires _____, _____.

This form shall be submitted in the Proposal Envelope.

AFFIDAVIT re NO GRATUITIES or KICKBACKS

CITY OF _____)
) ss.
 ISLAND OF GUAM _____)

_____[*state name of affiant signing below*], being first duly sworn, deposes and says that:

1. The name of the offering firm or individual is [*state name of offeror company*] _____ Affiant is _____ [*state one of the following: the offeror, a partner of the offeror, an officer of the offeror*] making the foregoing identified bid or proposal.

2. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers, representatives, agents, subcontractors, or employees have violated, or are violating the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 § 11107(e). Further, affiant promises, on behalf of offeror, not to violate the prohibition against gratuities and kickbacks as set forth in 2 GAR Division 4 § 11107(e).

3. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers, representatives, agents, subcontractors, or employees have offered, given or agreed to give, any government of Guam employee or former government employee, any payment, gift, kickback, gratuity or offer of employment in connection with the offeror's proposal.

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

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

Subscribed and sworn to before me
 this _____ day of _____, 200__.

 NOTARY PUBLIC
 My commission expires: _____, _____

This form shall be submitted in the Proposal Envelope.
 AG Procurement Form 004 (Jul. 12, 2010)

AFFIDAVIT RE ETHICAL STANDARDS

CITY OF _____)
) ss.
 ISLAND OF GUAM)

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

The affiant is _____ [state one of the following: the offeror, a
partner of the offeror, an officer of the offeror] making the foregoing identified bid or proposal. To the best
 of affiant's knowledge, neither affiant nor any officers, representatives, agents, subcontractors or employees
 of offeror have knowingly influenced any government of Guam employee to breach any of the ethical
 standards set forth in 5 GCA Chapter 5, Article 11. Further, affiant promises that neither he or she, nor any
 officer, representative, agent, subcontractor, or employee of offeror will knowingly influence any
 government of Guam employee to breach any ethical standards set forth in 5 GCA Chapter 5, Article 11.
 These statements are made pursuant to 2 GAR Division 4 § 11103(b).

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

Subscribed and sworn to before me
 this _____ day of _____, 201__.

 NOTARY PUBLIC
 My commission expires: _____

This form shall be submitted in the Proposal Envelope.

AG Procurement Form 005 (Jul. 12, 2010)

DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

Procurement No.: _____

Name of Offeror Company: _____

I, _____ hereby **certify under penalty of perjury**:

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

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

§ 5801. Wage Determination Established.

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

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

§ 5802. Benefits.

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

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

(4) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor. [INSTRUCTIONS - Please attach!]

Signature

This form shall be submitted in the Proposal Envelope.

AG Procurement Form 006 (Feb. 16, 2010)

AFFIDAVIT re CONTINGENT FEES

CITY OF _____)
) ss.
 ISLAND OF GUAM)

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

1. The name of the offering company or individual is [state name of company]
 _____.

2. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering
 company has not retained any person or agency on a percentage, commission, or other contingent
 arrangement to secure this contract. This statement is made pursuant to 2 GAR Division 4 11108(f).

3. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering
 company has not retained a person to solicit or secure a contract with the government of Guam 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. This statement is made pursuant to 2 GAR Division 4 11108(h).

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the
 offeror's officers, representatives, agents, subcontractors, and employees.

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

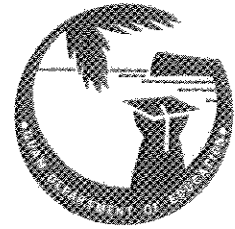
Subscribed and sworn to before me

this _____ day of _____, 201____.

 NOTARY PUBLIC
 My commission expires _____, _____.

This form shall be submitted in the Proposal Envelope.

AG Procurement Form 007 (Jul. 15, 2010)

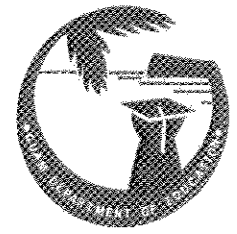


Special Provisions

Restriction against Sex Offenders Employed by service providers to Government of Guam from working on Government Property.

If a contract for services is awarded to the bidder or offeror, then the service provider must warranty 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 on behalf of the service provider while on government of Guam property, with the exception of public highways. If any employee of a service provider is providing services on government property and is convicted subsequent to an award of a contract, then the service provider warrants that it will notify the Government 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 service provider is found to be in violation of any of the provisions of this paragraph, then the government will give notice to the service provider to take corrective action. The service provider shall take corrective action within twenty-four (24) hours of notice from the Government, and the service provider shall notify the Government when action has been taken. If the service providers fail to take corrective steps within twenty-four (24) hours of notice from the Government, then the Government in its sole discretion may suspend temporarily and contract for services until corrective action has been taken.

Signature of Bidder	Date
Proposer, if an individual;	
Partner, if a partnership;	
Officer, if a corporation.	



GOVERNMENT OF GUAM
GENERAL TERMS AND CONDITIONS
SEALED BID SOLICITATION AND AWARD

Only those Boxes checked below are applicable to this bid.

1. **AUTHORITY:** This solicitation is issued subject to all the provision of the Guam Procurement Act (SGCA, Chapter 5) And the Guam Procurement Regulations (copies of both are available at the Office of the Complier of laws, Department of Law, copies available for inspection at GUAM DEPARTMENT OF EDUCATION). It requires all parties involved in the Preparation, negotiation, performance, or administration of contracts to act in good faith.
2. **GENERAL INTENTION:** Unless otherwise specified, it is the declared and acknowledged intention and meaning of these General Terms and conditions for the bidder to provide the Government of Guam (Government) with specified services or with materials, supplies or equipment completely assembled and ready for use.
3. **TAXES:** Bidders are cautioned that they are subject to Guam Income Taxes as well as all other taxes on Guam Transactions. Specific information on taxes may be obtained from the Director of Revenue and Taxation.
4. **LICENSING:** Bidders are cautioned that the Government will not consider for award any offer submitted by a bidder who has not complied with the Guam Licensing Law. Specific information on licenses may be obtained from the Director of Revenue and Taxation.
5. **LOCAL PROCUREMENT PREFERENCE:** All procurement of supplies and services where possible, will be made from among businesses licensed to do business on Guam in accordance with section 5008 of the Guam Procurement Act (SGCA, Chapter 5) and Section 1-104 of the Guam Procurement Regulations.
6. **COMPLIANCE WITH SPECIFICATIONS AND OTHER SOLICITATION REQUIREMENTS:** Bidders shall comply with all specifications and other requirements of the Solicitation.
7. **"ALL OR NONE" BIDS:** Unless otherwise allowed under this Solicitation. "All or none" bids may be deemed to be non-responsive. If the bid is so limited, the Government may reject part of such proposal and award on the remainder.
- NOTE:** By checking this item, the Government is requesting all of the bid items to be bid or none at all. **The Government will not award on an itemized basis.** Reference: Section 3-101.06 of the Guam Procurement Regulations.
8. **INDEPENDENT PRICE DETERMINATION:** The bidder, upon signing the Invitation for Bid, certifies that the prices in his bid were derived at without collusion, and acknowledge that collusion and anti-competitive practices are prohibited by law. Violations will be subject to the provision of Section 5651 of that of the Guam Procurement Act. Other existing civil, criminal or administrative remedies are not impaired and may be in addition to the remedies in Section 5651 of the Government code.
9. **BIDDER'S PRICE:** The Government will consider not more than two (2) (Basic and Alternate) item prices and the bidder shall explain fully each price if supplies, materials, equipment, and/or specified services offered comply with specifications and the products origin. Where basic or alternate bid meets the minimum required specification, cost and other factors will be considered. Failure to explain this requirement will result in rejection of the bid.
10. **BID ENVELOPE:** Envelope shall be sealed and marked with the bidder's name, Bid number, time, date and place of Bid Opening.
11. **BID GUARANTEE REQUIREMENT:** Bidder is required to submit a Bid Guarantee Bond or standby irrevocable Letter of Credit or Certified Check or Cashier's Check in the same bid envelope to be held by the Government pending award. The Bid Guarantee Bond, Letter of Credit, Certified Check or Cashier's Check must be issued by any local surety or banking institution licensed to do business on Guam and made payable to the Treasure of Guam in the amount of fifteen percent (15%) of his highest total bid offer. The Bid Bond must be submitted on Government Standard Form BB-1 (copy enclosed). Personal Checks will not be accepted as Bid Guarantee. If a successful Bidder (contractor) withdraws from the bid or fails to enter into contract within the prescribed time, such Bid guarantee will be forfeited to the Government of Guam. Bids will be disqualified if not accompanied by Bid Bond, Letter of Credit, Certified Check or Cashier's check. Bidder must include in his/her bid, valid copies of a Power of Attorney from the Surety and a Certificate of Authority from the Government of Guam to show proof that the surety company named on the bond instrument is authorized by the Government of Guam and qualified to do business on Guam. For detailed information on bonding matters, contact the Department of Revenue and Taxation. Failure to submit a valid Power of

Attorney and Certificate of Authority on the surety is cause for rejection of bid. (GPR Section 3-202.03.3) Pursuant to Public Law 27-127, all competitive sealed bidding for the procurement of supplies or services exceeding \$25,000.00 a 15% Bid Security of the total bid price must accompany the bid package.

- N) 12. **PERFORMANCE GUARANTEE:** Bidders, who are awarded a contract under this solicitation, guarantee that goods will be delivered or required services performed within the time specified. Failure to perform the contract in a satisfactory manner may be cause for suspension or debarment from doing business with the Government and to enforce Section 23 of these General Terms and Conditions. In addition, the Government will hold the Vendor liable and will enforce the requirements as set forth in Section 41 of these General Terms and Conditions.

G.S.A. Form 112 Revised 9/2008

- N) 13. **SURETY BONDS:** Bid and Performance Bonds coverage must be signed or countersigned in Guam by a foreign or alien surety's resident general agent. The surety must be Insurance Company, authorized by the government of Guam and qualified to do business in 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 in Guam.
- N) 14. **COMPETENCY OF BIDDERS:** Bids will be considered only from such bidders who, in the opinion of the Government, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.
- N) 15. **DETERMINATION OF RESPONSIBILITY OF BIDDERS:** The ADMINISTRATOR, SUPPLY MANAGEMENT reserves the right for securing from bidders information to determine whether or not they are responsible and to inspect plant site, place of business; and supplies and services as necessary to determine their responsibility in accordance with Section 15 of these General Terms and Conditions (GPR Section 3-401).
- N) 16. **STANDARD FOR DETERMINATION OF LOWEST RESPONSIBLE BIDDER:** In determining the lowest responsible offer, the ADMINISTRATOR, SUPPLY MANAGEMENT shall be guided by the following:
- a) Price of items offered.
 - b) The ability, capacity, and skill of the Bidder to perform.
 - c) Whether the Bidder can perform promptly or within the specified time.
 - d) The quality of performance of the Bidder with regards to awards previously made to him.
 - e) The previous and existing compliance by the Bidder with laws and regulations relative to procurement.
 - f) The sufficiency of the financial resources and ability of the Bidder to perform.
 - g) The ability of the bidder to provide future maintenance and services for the subject of the award.
 - h) The compliance with all of the conditions to the Solicitation.
- N) 17. **THE BIDS:** If the bids are for the same unit price or total amount in the whole or in part, the ADMINISTRATOR, SUPPLY MANAGEMENT will determine award based on Section 3.202.15.2, or to reject all such bids (GPR Section 3-202.15.2).
- N) 18. **BRAND NAMES:** Any reference in the Solicitation to manufacturer's Brand Names and number is due to lack of a satisfactory specification of commodity description. Such preference is intended to be descriptive, but not restrictive and for the sole purpose of indicating prospective bidders a description of the article or services that will be satisfactory. Bids on comparable items will be considered provided the bidder clearly states in his bid the exact articles he is offering and how it differs from the original specification.
- N) 19. **DESCRIPTIVE LITERATURE:** Descriptive literature(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The literature furnished must clearly identify the item(s) in the Bid. The descriptive literature is required to establish, for the purpose of evaluation and award, details of the product(s) the bidder proposes to furnish including design, materials, components, performance characteristics, methods of manufacture, construction, assembly or other characteristics which are considered appropriate. Rejection of the Bid will be required if the descriptive literature(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the descriptive literature(s) by the time specified in the Solicitation will require rejection of the bid.
- [] 20. **SAMPLES:** Sample(s) of item(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The sample(s) should represent exactly what the bidder proposes to furnish and will be used to determine if the item(s) offered complies with the specifications. Rejection of the Bid will be required if the sample(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the sample(s) by the time specified in the Solicitation will require rejection of the Bid.
- [] 21. **LABORATORY TEST:** Successful bidder is required to accompany delivery of his goods with a Laboratory Test Report indicating that the product he is furnishing the Government meets with the specifications. This report is on the bidder's account and must be from a certified Testing Association.

- ✓ 22. **AWARD, CANCELLATION, & REJECTION:** Award shall be made to the lowest responsible and responsive bidder, whose bid is determined to be the most advantageous to the Government, taking into consideration the evaluation factors set forth in this solicitation. No other factors or criteria shall be used in the evaluation. The right is reserved as the interest of the Government may require to waive any minor irregularity in bid received. The ADMINISTRATOR, SUPPLY MANAGEMENT shall have the authority to award, cancel, or reject bids, in whole or in part for any one or more items if he determines it is in the public interest. Award issued to the lowest responsible bidder within the specified time for acceptance as indicated in the solicitation, results in a bidding contract without further action by either party. In case of an error in the extension of prices, unit price will govern. It is the policy of the Government to award contracts to qualified local bidders. The government reserves the right to increase or decrease the quantity of the items for award and make additional awards for the same type items and the vendor agrees to such modifications and additional awards based on the bid prices for a period of thirty (30) days after original award. No award shall be made under this solicitation which shall require advance payment or irrevocable letter of credit from the government (GPR Section 3-202.14.1).
- ✓ 23. **MARKING:** Each outside container shall be marked with the Purchase Order number, item number, brief tem description and quantity. Letter marking shall not be less than 3/4" in height.
- ✓ 24. **SCHEDULE FOR DELIVERY:** Successful bidder shall notify the GUAM DEPARTMENT OF EDUCATION, Telephone Nos 475-0634 or 475-0635, at least twenty-four (24) hours before delivery of any item under this solicitation.
- [] 25. **BILL OF SALE:** Successful supplier shall render Bills of Sale for each item delivered under this contract. Failure to comply with this requirement will result in rejection of delivery. The Bill of Sale must accompany the items delivered but will not be considered as an invoice for payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.

G.S.A. Form 112 Revised 9/2008

- ✓ 26. **MANUFACTURER'S CERTIFICATE:** Successful bidder is required, upon delivery of any item under this contract, to furnish a certificate from the manufacturer indication that the goods meet the specifications. Failure to comply with this request will result in rejection of delivery payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.
- ✓ 27. **INSPECTION:** All supplies, materials, equipment, or services delivered under this contract shall be subject to the inspection and/or test conducted by the Government at destination. If in any case the supplies, materials, equipment, or services are found to be defective in material, workmanship, performance, or otherwise do not conform to the specifications, the Government shall have the right to reject the items or require that they be corrected. The number of days required for correction will be determined by the Government.
- [] 28. **MOTOR VEHICLE SAFETY REQUIREMENTS:** The Government will only consider Bids on motor vehicles which comply with the requirements of the National Traffic and Motor Vehicle safety Act of 1966 (Public Law 89-563) and Clean Air Act as amended (Public Law 88-206), that are applicable to Guam. Bidders shall state if the equipment offered comply with these aforementioned Federal Laws.
- [] 29. **SAFETY INSPECTION:** All motor vehicles delivered under this contract must pass the Government of Guam Vehicle Inspection before delivery at destination.
- ✓ 30. **GUARANTEE:**
- [] a) **Guarantee of Vehicle Type of Equipment:**
The successful bidder shall guarantee vehicular type of equipment offered against defective parts, workmanship, and performance, for a period of not less than one (1) year after date of receipt of equipment. Bidder shall also provide service to the equipment for at least one (1) year. Service to be provided shall include, but will not be limited to tune ups (change of spark plugs, contact points and condensers) and lubrication (change of engine and transmission oil). All parts and labor shall be at the expense of the bidder. All parts found defective and not caused by misuse, negligence or accident within the guarantee period shall be repaired, replaced, or adjusted within six (6) working days after notice from the Government and without cost to the Government. Vehicular type of equipment as used in this context shall include equipment used for transportation as differentiated from tractors, backhoes, etc.
- ✓ b) **Guarantee of Other Type of Equipment:**
The successful bidder shall guarantee all other types of equipment offered, except those mentioned in 31a, above, against defective parts, workmanship, and performance for a period of not less than three (3) months after date of receipt of equipment. Bidder shall also provide service to the equipment for at least three (3) months. All parts found defective within that period shall be repaired or replaced by the Contractor without cost to the Government. Repairs, adjustments or replacements of defective parts shall be completed by the contractor within six (6) working days after notice from the Government.
- ✓ c) **Compliance with this Section is a condition of this Bid**

- N] 31. **REPRESENTATION REGARDING ETHICS IN PUBLIC PROCUREMENT:** The bidder or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a Government employee to breach any of the ethical standards and represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth on Chapter 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.
- N] 32. **REPRESENTATION REGARDING CONTINGENT FEES:** The contractor represents that it has not retained a person to solicit or secure a Government 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 (GPR Section 11-207).
- N] 33. **EQUAL EMPLOYMENT OPPORTUNITY:** Contractors shall not discriminate against any employee or applicant of employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that employees are treated equally during employment without regards to their race, color, religion, sex, or national origin.
- N] 34. **COMPLIANCE WITH LAWS:** Bidders awarded a contract under this Solicitation shall comply with the applicable standard, provisions, and stipulations of all pertinent Federal and/or local laws, rules, and regulations relative to the performance of this contract and the furnishing of goods.
- N] 35. **CHANGE ORDER:** Any order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-03.1 of the Guam Procurement Regulations.
- N] 36. **STOP WORK ORDER:** Any stop work order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-04.1 of the Guam Procurement Regulations.
- N] 37. **TERMINATION FOR CONVENIENCE:** Any termination order for the convenience of the Government issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101.10 of the Government Procurement Regulations.

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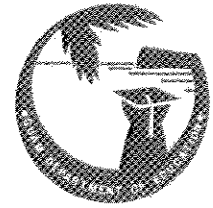
- N] 38. **TIME FOR COMPLETION:** It is hereby understood and mutually agreed by and between the contractor and the Government that the time for delivery to final destination or the timely performance of certain services is an essential condition of this contract. If the contractor refuses or fails to perform any of the provisions of this contract within the time specified in the Purchase Order (from the date Purchase Order is acknowledged by vendor), then the contractor is in default. Defaults will be treated subject to and in accordance with the provisions of Section 6-101-08 of the Guam Procurement Regulations.
- N] 39. **JUSTIFICATION OF DELAY:** Bidders who are awarded contracts under this Solicitation, guarantee that the goods will be delivered to their destination or required services rendered within the time specified. If the bidder is not able to meet the specified delivery date, he is required to notify the ADMINISTRATOR, SUPPLY MANAGEMENT of such delay. Notification shall be in writing and shall be received by the ADMINISTRATOR, SUPPLY MANAGEMENT at least twenty-four (24) hours before the specified delivery date. Notification of delay shall include an explanation of the causes and reasons for the delay including statement(s) from supplier or shipping company causing the delay. The Government reserves the right to reject delay justification if, in the opinion of the ADMINISTRATOR, SUPPLY MANAGEMENT, such justification is not adequate.
- N] 40. **LIQUIDATED DAMAGES:** When the contractor is given notice of delay or nonperformance as specified in Paragraph 1 (Default) of the Termination for Default Clause of this contract 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 reasonable obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contractor's delay or nonperformance is excused under Paragraph 40 (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this contract, liquidated damages shall not be due the territory. The contractor remains liable for damages caused other than by delay (GPR Section 6-101-09.1).
- N] 41. **PHYSICAL LIABILITY:** If it becomes necessary for the Vendor, either as principal, agent or employee, to enter upon the premises or property of the Government of Guam 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 the work herein covered, and to be responsible for, and to indemnify and save harmless the Government of Guam 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 Government of Guam 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 Government of Guam when required.

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

Name: _____ Title: _____

Address: _____ Telephone: _____

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GOVERNMENT OF GUAM

SEALED BID SOLICITATION INSTRUCTIONS

1. **BID FORMS:** Each bidder shall be provided with two (2) sets of Solicitation forms. Additional copies may be provided upon request. Bidders requesting additional copies of said forms will be charged per page in accordance with Section 6114 of the Government Code of Guam. All payments for this purpose shall be by cash, certified check or money order and shall be made payable to the GUAM DEPARTMENT OF EDUCATION (EO 86-24).
2. **PREPARATIONS OF BIDS:**
 - a) Bidders are required to examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at bidder's risk.
 - b) Each bidder shall furnish the information required by the Solicitation. The bidder shall sign the solicitation and print or type his name on the Schedule. Erasures or other changes must be initiated by the person signing the bid. Bids signed by an agent are to be accompanied by evidence of this authority unless such evidence has been previously furnished to the issuing office.
 - c) Unit price for each unit offered shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the amount column of the Schedule for each item offered. In case of discrepancies between a unit price and extended price, the unit price will be presumed to be correct.
 - d) Bids for supplies or services other than those specified will not be considered.
Time, if stated as a number of days, means calendar days and will include Saturdays, Sundays, and holidays beginning the day after the issuance of a Notice to Proceed. Time stated ending on a Saturday, Sunday or Government of Guam legal holiday will end at the close of the next business day.
3. **EXPLANATION TO BIDDERS:** Any explanation desired by a bidder regarding the meaning or interpretation of the Solicitation, drawings, specifications, etc., must be submitted in writing and with sufficient time allowed for a written reply to reach all bidders before the submission of their bids. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective bidder concerning a Solicitation will be furnished to all prospective bidders in writing as an amendment to the Solicitation if such information would be prejudicial to uninformed bidders.
4. **ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS:** Receipt of an amendment to a Solicitation by a bidder must be acknowledged by signing an acknowledgement of receipt of the amendment. Such acknowledgement must be received prior to the hour and date specified for receipt of bids.
5. **SUBMISSION OF BIDS:**
 - a) Bids and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the Solicitation. The bidder shall show the hour and date specified in the Solicitation for receipt, the Solicitation number, and the name and address of the bidder on the face of the envelope.
 - b) Telegraphic bids will not be considered unless authorized by the Solicitation. However, bids may be modified or withdrawn by written or telegraphic notice, provided such notice is received prior to the hour and date specified for receipt (see paragraph 6 of these instructions).
 - c) Samples of items, when required, must be submitted within the time specified, unless otherwise specified by the Government, at no expense to the Government. If not destroyed by testing, samples will be returned at Bidder's request and expense, unless otherwise specified by the Solicitation.
 - d) Samples or descriptive literature should not be submitted unless it is required on this solicitation. Regardless of any attempt by a bidder to condition the bid, unsolicited samples or descriptive literature will not be examined or tested at the bidder's risk, and will not be deemed to vary any of the provisions of this Solicitation.
6. **FAILURE TO SUBMIT BID:** If no bid is to be submitted, do not return the solicitation unless otherwise specified. A letter or postcard shall be sent to the issuing office advising whether future Solicitations for the type of supplies or services covered by this Solicitation is desired.
7. **LATE BID, LATE WITHDRAWALS, AND LATE MODIFICATIONS:**
 - a) Definition: Any bid received after the time and date set for receipt of bids is late. Any withdrawal or modification of a bid received after the time and date set for opening of bids at the place designated for opening is late (Guam Procurement Regulations Section 3-202)
 - b) Treatment: No late bid, late modification, or late withdrawal will be considered unless received before contract award, and the bid, modification, or withdrawal would have been timely but for the action or inaction of territorial personnel directly serving the procurement activity.

8. DISCOUNTS:

a) Notwithstanding the fact that prompt payment discounts may be offered, such offer will not be considered in evaluating bids for award unless otherwise specified in the Solicitation. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of bids.

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b) In connection with any discount offered, time will be computed from date of delivery and acceptance of the supplies to the destination as indicated in the purchase order or contract. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Government check.

9. GOVERNMENT FURNISHED PROPERTY: No material, labor or facilities will be furnished by the Government unless otherwise provided for in the Solicitation.

10. SELLER' INVOICES: Invoices shall be prepared and submitted in quadruplicate (one copy shall be marked "original") unless otherwise specified. Invoices shall be "certified true and correct" and shall contain the following information: Contract and order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices, and extended total. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading.

11. RECEIPT, OPENING AND RECORDING OF BIDS: Bids and modifications shall be publicly opened in the presence of one or more witnesses, at the time, date, and place designated in the Invitation for Bids. The name of each bidder, the bid price, and such other information as is deemed appropriate by the Procurement Officer, shall be read aloud and recorded, or otherwise made available. The names and addresses of required witnesses shall be recorded at the opening. The opened bids shall be available for public inspection except to the extent the bidder designates trade secrets or other proprietary data to be confidential as set forth in accordance with Section 12, below. 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, 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 (Guam Procurement Regulations Section 3-202.12.2).

12. CONFIDENTIAL DATA: The Procurement Officer shall examine the bids to determine the validity of any requests for nondisclosure of trade secrets and other proprietary data

**Guam Department of Education
Bid for Document Management Hardware (Multifunction
Copiers/Printers/Scanners/Fax Machines) and Software**

General Information

The Guam Department of Education (GDOE) is a single unified school district consisting of grades Kindergarten through 12. Our 27 elementary schools, 8 middle schools, 5 high schools and an alternative schools service over 30,000 students. GDOE is soliciting bid proposals to support its document processing needs by providing and managing multifunction copiers, printers, scanners and fax machines (hardware specifications below), software (software specifications below) and support services.

Objectives

- Provide capability to handle simple and complex copier and printer functions such as duplication, collation, sorting, tabulation and stapling.
- Provide scanning functions which will allow for scanning ability including scan to email, network folder, and computer workstations
- Enforce logical access controls. Personnel should be able to copy, print, fax, and scan based on their approved access permissions.
- Monitor the number of copies, prints, scans and faxes at each machine, per user, per site, and department wide
- Improve department-wide document communications by using technology.
- Reduce reliance on hardcopy documents.
- Use scanning to mitigate risk of physical loss of documents due to weather, termites, and employee turnover
- Manage and work with scanned documents
- Use economies of scale to drive the best price from interested vendors
- Provide equipment features that can be used to reduce costs, reduce paper, and improve communications.
- Minimize the amount of time devoted by GDOE personnel to managing and supporting office equipment at GDOE
- Reduce GDOE internal processing costs for processing invoices by reducing the number of invoices for equipment leases, maintenance, and supplies
- Standardize and minimize the number of different device models and needed supply items
- Reduce training and support needed by GDOE, FSAIS (IT department)
- Understand copy, print, fax, and scan volume so that report data can be used to understand how schools are using technology to improve the document management process, reduce reliance on paper, improve communication, and contribute to a "greener" department by using less paper.
- Reduce training time for equipment operators, staff, and faculty and provide on-going training to assure end users know how to use the equipment to its maximum capabilities.
- Develop management controls and reports to assist in logging and keeping track of all the office equipment throughout the schools

- Understand the usage of office equipment including volume and reliability
- Track and identify where and when equipment can be reassigned
- Identify cost saving opportunities in the schools (what print jobs can be done internally vs. being sent out to commercial printers)
- Improve quality of documents being produced
- Keep GDOE information secure
- Be energy efficient and cost effective

Description of Equipment and Software Plan

- Machines and software will be provided by the vendor for a lease term of 60 months renewable each fiscal year subject to the availability of funds from fiscal year to fiscal year.
- Lease pricing shall be firm and fixed.
- Maintenance and Supplies shall be included with the exception of paper. Supplies are defined as all supplies and parts required by the machine to run reliably (toner cartridges, drums, fusers, staples, etc.)
- All used supply items shall be picked up the vendor upon request by GDOE departments without charge.
- On-call Service Support of machines shall be 8 to 5 Monday through Friday with telephone technical support available 24/7
- Vendor is responsible for installation and removal of proposed equipment at no charge to GDOE (See Delivery terms)

Support for training and network connectivity: Unlimited training shall be provided for all the machines and software. Training will be provided as needed and will be scheduled at the beginning of each school year to assure that new staff and faculty are aware of how to best use the technology being provided. Vendor shall connect each device to the GDOE network and provide network connectivity support as needed. Support will consist of a callable help desk and an on-call dedicated vendor employee/technician who is available to DOE from Monday to Friday 8 to 5 to assist with all equipment and software issues including but not limited to network connectivity and how to use software. On-call person should be qualified to assist with machine issues and be able to address network printing and scanning issues/setup. Telephone technical support provided 24/7.

Performance Guarantee: Should provided machines perform unsatisfactorily at any time during the term of the contract, vendor shall replace said machine with an equal or like machine at no charge to the GDOE. GDOE reserves the right to determine what is considered unsatisfactory performance.

Maintenance: Machine maintenance will be provided to ensure that machines are working ninety-five percent of the time or greater. Any non-standard maintenance which incurs additional cost to the department must be authorized in writing by the designated department official. In the event of machine failure extends beyond 2 working days, a loaner machine or other acceptable in kind service will be provided by the vendor upon request by the GDOE department.

Invoicing and Reporting: Vendor shall provide one invoice per month detailing the cost per machine as well a summary of the costs.

Vendor will also provide the following quarterly reports (per school, section and department wide) detailing how each device is being used as well as the performance of each device:

- Detail of black and color copies and prints, faxed pages and scans made by each machine
- Month to month and year over year copy/print volume trends.
- Machine performance including number of service calls placed per machine and percentage of up time

Vendor will be responsible for collecting all machine meter readings as needed to produce reports. GDOE will have the option to change report data requirements to fit its reporting interests.

Supplies Management: Vendor will be responsible for supplying, inventorying/logging and maintaining adequate machine supplies at the different GDOE locations to assure proper machine functionality and performance. Any used machine supplies, shall be removed by the vendor for proper disposal or recycling at no charge to GDOE.

Allowance: All proposed machines and (additions if any) will have an allowance as indicated.

Incremental Additions: GDOE will have at its discretion the ability to add additional equipment on to the proposed plan as needed based on the quoted Incremental Additional cost per month per item. The ability to add additional equipment will be in effect for the first three years of the proposed plan.

Security: In the interest of assuring security of information within DOE, all proposed devices must have the following features:

- *Secured Access* where access to machine copy, print, fax and scan capabilities require a password
- *Secured Printing* where print jobs are released via entering a password at the machine
- *Data Encryption* where images stored on the machine hard drive **if present** are encrypted
- *Data Erase* where images stored on the machine hard drive **if present** of the machine can be erased immediately after using the machine

Energy Star Certification: All devices proposed must be Energy Star Certified

Evaluation: GDOE will use the Total Cost of Ownership Proposed Price for the purposes of determining the lowest responsible bidder. Estimated color figures will be evaluated on a 3 tier percentage of use. (eg. 75% of use, 50% of use, 25% of use)

Delivery Terms: Vendor shall deliver hardware to designated sites as directed by DOE and ensure that software is installed and that all machines are operational. DOE will provide a distribution list to awarded vendor(s).

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

Liability insurance: Liability insurance to be maintained by the vendor to protect GDOE from any harm in the event vendor employee is harmed while on GDOE business. Vendor(s) to provide proof of insurance coverage to the Office of Supply Management prior to the distribution of hardware.

Hardware Specifications

Item 1 (5 Units with 200,000 Black Print Allowable total)

High Volume Multifunction Copier/Printer/Scanner

- Black Copier, Network Printer, Network Scanner
- At minimum 105 to 125 pages per minute black
- Multiple Sheet Automatic Document Feeder
- Two-sided copying and printing
- Two paper trays (500 sheets each)
- High Capacity Tray (2000 sheets)
- Stack Bypass Tray (100 sheets)
- Acceptable Paper sized of letter, legal and ledger (11x17)
- Acceptable Paper Weights of up to 110lb index
- Corner Stapling, Hole Punching, and Booklet Printing with Folding and ○ Saddle Stapling
- User accounts with passwords to track prints, copies, and scans by user. Ability to generate a detailed report for usage
- Networkable to multiple workstations
- scanning in black or color to network folder and scan t email (PDF Format)
- Compatible with Mac and Windows Operating Systems
- PostScript and PCL Print Drivers
- Ram and Hard Drive

Option to add additional machines \$ _____
(Not considered in price determination)

Monthly Cost to include Black & White print allowance \$ _____

Black & White excess per print \$ _____

Item 2 (44 Units with 1,100,000 Black Print Allowable total and Estimated 50,000 Color Print)

High Volume Multifunction Copier/Printer/Scanner (and Fax for 3 machines)

- Color Copier, Network Printer, Network Scanner
- At minimum 75 to 90 pages per minute black
- At minimum 50 to 90 pages per minute color
- Multiple Sheet Automatic Document Feeder
- Two-sided copying and printing
- Two paper trays (500 sheets each)
- High Capacity Tray (2000 sheets)
- Stack Bypass Tray (100 sheets)
- Acceptable Paper Sizes of letter, legal and ledger (11x17)
- Acceptable Paper Weights of up to 110lb index
- Corner Stapling, Hole Punching and Booklet Printing
- User accounts with passwords to track prints, copies, and scans by user. Ability to generate a detailed report for usage
- Networkable to multiple workstations
- Scanning in black or color to network folder and scan to email (PDF Format)
- Compatible with Mac and Windows Operating Systems
- PostScript and PCL Print Drivers
- Corner Stapling, Hole Punching and Booklet Printing with Folding and Saddle Stapling
- Walkup Faxing, LAN Faxing and Network Faxing
- Line Conditioner
- Ram and Hard Drive

Option to add additional machines \$ _____
(Not considered in price determination)

Monthly Cost to include Black & White print \$ _____

Color Print per page for estimated use amount \$ _____

(Color prints are estimate figures and should not be construed as fixed figures)

Item 3 (47 Units with 470,000 Black Print Allowance total and Estimated 40,000 Color Print)

Mid Volume Multifunction Copier/Printer/Scanner (and Fax for 9 machines)

- Color Copier, Network Printer, Network Scanner
- At minimum 45 to 65 pages per minute black
- At minimum 40 to 65 pages per minute color
- Multiple Sheet Automatic Document Feeder
- Two-sided copying and printing
- Four Paper trays (500 sheets each)
- Stack Bypass Tray (100 sheets)
- Acceptable Paper Sizes of letter, legal and ledger (11x17)
- Acceptable Paper Weights of up to 110lb index
- Corner Stapling, Hole Punching and Booklet Printing with Folding and Saddle Stapling
- User accounts with passwords to track prints, copies, and scans by user. Ability to generate a detailed report for usage
- Networkable to multiple workstations
- Scanning in black or color to network folder and scan to email (PDF Format)
- Compatible with Mac and Windows Operating Systems
- PostScript and PCL Print Drivers
- Walkup Faxing, LAN Faxing and Network Faxing
- Line Conditioner

Option to add additional machines \$ _____
(Not considered in price determination)

Monthly Cost to include Black & White print \$ _____

Color Print per page for estimated use amount \$ _____

(Color prints are estimate figures and should not be construed as fixed figures)

Item 4 (48Units with 240,000 Black Print Allowance total and Estimated 24,000 Color Print)

Mid Volume Multifunction Copier/Printer/Scanner/Fax

- Color Copier, Network Printer, Network Scanner
- At minimum 30 to 40 pages per minute black
- At minimum 10 to 40 pages per minute color
- Multiple Sheet Automatic Document Feeder
- Two-sided copying and printing
- Three Paper trays (500 sheets each)
- Stack Bypass Tray (100 sheets)
- Acceptable Paper Sizes of letter, legal and ledger (11x17)
- Acceptable Paper Weights of up to 110lb index
- Corner Stapling
- User accounts with passwords to track prints, copies, and scans by user. Ability to generate a detailed report for usage
- Networkable to multiple workstations
- Scanning in black or color to network folder and scan to email
- Walkup Faxing, LAN Faxing and Network Faxing
- Line Conditioner

Option to add additional machines \$ _____
(Not considered in price determination)

Monthly Cost to include Black & White print \$ _____

Color Print per page for estimated use amount \$ _____

(Color prints are estimate figures and should not be construed as fixed figures)

Item 5 (94Units with 188,000 Black Print Allowance total)

Low Volume Multifunction Copier/Printer/Scanner/Fax

- Black Copier, Network Printer, Fax, Network Scanner
- At minimum 30 to 40 pages per minute black
- Multiple Sheet Automatic Document Feeder
- Two-sided copying and printing
- Two Paper trays (500 sheets each)
- Stand
- Stack Bypass Tray (50 sheets)
- Acceptable Paper Sizes of letter, and legal
- Acceptable Paper Weights of up to 32lbs
- Corner Stapling
- User accounts with passwords to track prints, copies, faxes and scans by user.
- Ability to generate a detailed report for usage
- Networkable to multiple workstations
- Scanning in black or color to network folder and scan to email (PDF Format)
- Walkup Faxing, LAN Faxing and Network Faxing
- Compatible with Mac and Windows Operating Systems
- PostScript and PCL Print Drivers

Option to add additional machines \$ _____
(Not considered in price determination)

Monthly Cost to include Black & White print \$ _____

Software Specifications

Item 6: Software for working with scanned images, performing Optical Character Recognition and working/creating PDF's. Must be compatible with all systems provided within this bid. *The prevailing bidder will be responsible for software installation and ensuring the software is operational and compatible with Windows, Mac, and AS400 operating systems.*

Qty 100 Seats

Suggestions:

Paper Port Professional; Omni Page Professional; PDF Creator Professional; Image Retriever or Equal

Item 7: Network Device Management Software for monitoring networked Multifunction devices and printers on the network (Unlimited Devices).

Total Monthly Proposed Price: \$ _____

(Total Shared Black Print Allowance of 2,198,000 prints per month and Shared Color Print Allowable of 115,000 prints per month)

Item 8: OPTIONAL OVERAGES (Not considered in price determination)

Overage Black per print charge in excess of allowable: \$ _____

Overage Color per print charge in excess of allowable: \$ _____

Incremental Additions cost per month (Each):

Item 1 \$ _____ (assume 40,000 black print allowable)

Item 2 \$ _____ (assume 25,000 black print allowable)

Item 3 \$ _____ (assume 10,000 black print allowable)

Item 4 \$ _____ (assume 5,000 black print allowable)

Item 5 \$ _____ (assume 2,000 black print allowable)

Item 6 \$ _____ (per seat)

OPTIONAL: Device Management Services Specifications

In order to assist GDOE with the management of equipment procured under this bid and assure that equipment use is being maximized in an accountable manner, GDOE requests vendors provide pricing for Device Management Services. GDOE MAY elect to have these services provided depending on the cost of and funding for these services. At any time during the 60 month lease, GDOE may elect to scale back the services in order to reduce costs.

Scope of Work

- **24 x 7 Help Desk Services**
- **Proactive system to monitor print devices**
- **Proactive consumables management and automated ordering**
- **Print controls and governance (control user printing access and recommend lower cost printing options)**
- **Dedicated web portal for job end user questions, job submission and reporting**
- **Ability to support multi-platform environment (MFD's, printers and faxes) for service and providing of supplies**
- **Dedicated On-call Vendor Employee/Technician**
- **Inventory Database Management**
- **Monthly Reporting (which can change over time to continue to meet GDOE requirements)**
- **Communications**
- **Training**

Support will consist of a callable help desk and an on-call dedicated vendor employee/technician who is available to DOE from Monday to Friday 8am to 5pm to assist with all equipment and software issues including but not limited to network connectivity and how to use software. On-call person should be qualified to assist with machine issues and be able to address network printing and scanning issues/setup.

Vendor will also provide the following quarterly reports (per school, section and department wide) detailing how each device is being used as well as the performance of each device:

- Detail of black and color copies and prints, faxed pages and scans made by each machine
- Month to month and year over year copy/print volume trends.
- Machine performance including number of service calls placed per machine and percentage of up time

Periodic account reviews will be scheduled with GDOE to go over status of the fleet and any issues that may arise.

Vendor will be responsible for collecting all machine meter readings as needed to produce reports. GDOE will have the option to change report data requirements to fit its reporting interests.

Vendor will be responsible for maintaining an adequate level of supplies at various GDOE locations

All employee/technicians working for the vendor in support of GDOE's Fleet shall be compensated according to the Department of Labor Wage determination law with appropriate vacation and holiday benefits. When dedicated on-call vendor employee/technician is on vacation or out sick, the vendor will be responsible for providing equivalently skilled coverage.

Vendor must provide Client Associate with appropriate tools to service GDOE and have the ability to access customer network via VPN.

Vendor on-call Client Associate shall have the following minimum qualifications:

1. Basic computer software operation skills, understanding of print drivers and networked device environment
2. Basic skills in MS Office-applications, Internet navigation and use
3. Excellent customer service and communication skills either face-to-face, telephone, or email.
4. Minimum 2 year experience in technical troubleshooting procedures (fault codes, image quality)
5. Minimum 2 year experience providing support for function, features, and capabilities of digital and multi-function devices

Vendor will ensure on-call Client Associate will be professionally dressed w/uniform clearly identifying him/her as a vendor employee and must have an ID Badge to be worn and openly displayed at all times while on GDOE business.

Vendor will conduct web based Customer Satisfaction Surveys to a sample set of 20 end users every calendar quarter in order to gauge satisfaction with services, hardware and software being provided.

All managed equipment shall be tracked and tagged and maintained in a database. GDOE shall have access to information in the database as needed. Vendor shall incorporate device management software that tracks networked machines. Software will also monitor machine status (ex. low toner, no network connectivity, jamming, door open), and automatically notify vendor for remedial actions. Software will also track the creation and subsequent closure of issues/tickets related to device management.

Vendor's on-call Client Associate will be the 1st responder for all GDOE inquiries. The Client Associate in conjunction with the Operations Manager will be responsible for conducting or coordinating all aspects of services provided in contract (ex. training of end users, maintenance of machines, coordination of moves, maximization of machine utilization).

Vendor will manage relocation of machines by working with GDOE end users to ensure smooth coordination of infrastructure requirements (space, electrical, networking) at new location, ensure all machine functions are available once machine is moved, and end users are trained to operate machine and all functions.

On-call vendor employee/technician will provide support to GDOE Key-Operators and will provide light preventative maintenance (key-op) at client agreed-upon locations and schedules. (e.g. clean device exterior, scanning glass and clear jams).

Vendor will be expected to consult with GDOE for best and most efficient use of installed equipment.

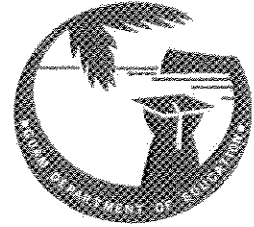
Vendor will assist GDOE in communication development (Template Letters, fliers, instruction sheets, booklets) for advising end users of changes to equipment location, training dates, machine utilization and useful features, etc.

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

Liability insurance to be maintained by the vendor to protect GDOE from any harm in the event vendor employee is harmed while on GDOE business. Vendor to provide proof of insurance coverage.

Monthly Device Management Services Price: \$ _____
(Not considered in price determination)

GUAM DEPARTMENT OF EDUCATION
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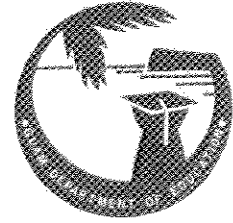
BRAND NAME OR EQUAL

(As used in this clause, the term "brand name" includes identification of products by make and model).

- a. If items called for by this Invitation for Bids have been identified in the schedule by the "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering "equal" products (including products of the brand name manufacturer other than the one described by brand name) will be considered for award if such products are clearly identified in the bids and determined by the Government to meet fully the salient characteristics requirements listed in the invitation.
- b. Unless the bidder clearly indicates in his bid that he is offering an "equal" product, his bid shall be considered as offering a brand name product referenced in the Invitation for Bids.
- c. (1) If the bidder proposes to furnish an "equal" product, the brand name, if any, of the product to be furnished shall be inserted in the space provided in the Invitation for Bids, or such product shall be otherwise clearly identified in the bid. The evaluation of bids and the determination as to equality of the products offered shall be the responsibility of the Government and will be based on information furnished by the bidder or identified in his bid as well as other information reasonably available to the purchasing activity.

Caution to Bidders: The purchasing activity is not responsible for locating or securing, and information which are not identified in the bid and reasonably available to the purchasing activity. Accordingly, to insure that sufficient information is available, the bidder must furnish as a part of his bid all descriptive material (such as cuts, illustrations, drawings or other information) necessary for the purchasing activity to (i) determine whether the product offered meets the salient characteristics requirement of the Invitation for Bids and (ii) establish exactly what the bidder proposes to furnish and what the Government would be binding itself to purchase by making an award. The information furnished may include specific references to information previously furnished or to information otherwise available to the purchasing activity.

NOTE: Supplemental of Section 19, D.O.E. General Terms and Conditions Sealed Bid Solicitation and Award.



DEPARTMENT OF EDUCATION
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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:

"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 nations 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.

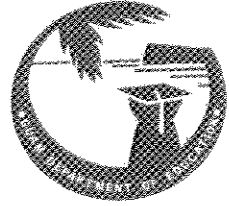
1. I, _____, representative for _____, have read the requirements of the law cited above and do hereby qualify and elect to be given the Local Procurement Preference for Bid No. _____. By filing in this information and placing my signature below, I understand that Department of Education will review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

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 Bid No. _____.

Name: _____
Address: _____

Title: _____
Telephone No: _____
Fax No: _____

E-Mail: _____



**DEPARTMENT OF EDUCATION
GOVERNMENT OF GUAM**

**BIODEGRADABLE, REUSABLE, RECYCLABLE OR RECYCLED PRODUCTS
(Public Law 21-22, DOEPR Section 3.914.7)**

When possible, emphasis shall be placed on the purchase of products that are biodegradable, reusable, recyclable, or recycled products, or any combination. These Regulations shall provide that the cost (prior to any adjustments for local vendors) of appropriate biodegradable, reusable, recyclable, or recycled products may be as much as ten percent (10%) greater than the cost of the non-biodegradable, non-reusable, recyclable, or non-recycled products they are replacing.

Please identify line items offered which are recyclable and/or biodegradable products which qualifies my offer to the ten percent (10%) preference allowed by law.

Under the Guam Public Law 21-22, ten percent (10%) allowable preference is given to vendor whose products are biodegradable, reusable, recyclable or recycled materials or any combination thereof.

Please identify products that fall under this category and provide products data sheet or other acceptable written supporting documents.

Bids will be considered only from the bidders who, in the opinion of the Government, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.

The Administrator, Supply Management reserves the right for securing from Bidders information to determine whether or not they are responsible and to inspect plant site, place of business, and supplies and services as necessary to determine their responsibility in accordance with Section 15 of these General Terms and Conditions 9DOEPR Section 3.16).

All vendor(s) whose products qualify must complete the following for consideration:

1. Offering recyclable and / or biodegradable product(s): Yes No
2. List of products offered by the bid line item number(s):

Name: _____
Address: _____

Title: _____
Telephone No: _____
Fax No: _____
E-Mail: _____