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Attorneys for Appellant

Teleguam Holdings, LLC and its wholly owned subsidiaries

RECEIVED

OFFICE OF PUBLIC ACCOUNTABILITY
PROCUREMENT APPEALS

DATE: 11/19/13

TIME: 4:44 AM PM BY: AA

FILE NO OPA-PA: 13-016

IN THE OFFICE OF PUBLIC ACCOUNTABILITY

PROCUREMENT APPEAL

IN THE APPEAL OF

TELEGUAM HOLDINGS, LLC AND ITS
WHOLLY OWNED SUBSIDIARIES, GTA
TELECOM, LLC; GTA SERVICES, LLC;
AND PULSE MOBILE LLC.

Appellant.

APPEAL NO. OPA-PA-13-016

**PROCUREMENT APPEAL; EXHIBITS
A-I; VERIFICATION**

Teleguam Holdings, LLC and its wholly owned subsidiaries, GTA Telecom, LLC; GTA Services, LLC; and Pulse Mobile, LLC (hereinafter referred to as "GTA") hereby appeal a decision rendered by the Guam Department of Education an agency of the Government of Guam (hereinafter referred to as "GDOE") on November 5, 2013, denying GTA's protest of the GDOE IFB 20-2011, specifically as to Part 6 (Wide Area Network (WAN) Services LIT) awarded to Pacific Data Systems (hereinafter referred to as "PDS").

I. Appellant's Information

GTA's address is 624 North Marine Corps Drive, Tamuning, Guam 96913. For purposes of this appeal, please direct correspondence to GTA's counsel, Elyze M. Iriarte, Esq.

(eiriarte@carlsmith.com) and Vince C. Camacho, Esq., (vcamacho@carlsmith.com), Carlsmith Ball LLP, Bank of Hawaii Bldg., Suite 401, 134 W. Soledad Avenue, Hagåtña, Guam 96910.

II. Solicitation Information

This appeal pertains to GDOE's denial of GTA's protest of a GDOE invitation to bid for the GDOE E-Rate Network (GENET) 2011 issued as GDOE IFB 020-2011 (hereinafter referred to as the "IFB"). The appeal relates specifically to Part 6 of the IFB.

On February 16, 2011, GDOE issued the IFB which consisted of several parts for different telecommunications services. On February 24, 2011, GDOE issued Amendment No. 1 relative to amending the supplemental terms and conditions, scope of work, and special reminders to prospective bidders. On March 1, 2011, GDOE issued Amendment No. 2. On March 11, 2011, GDOE issued Amendment No. 3. On March 14, 2011, GDOE issued Amendment No. 4 regarding bid proposals and submissions.

On March 17, 2011, five (5) Bids were opened. On March 21, 2011, GDOE Supply Management Administrator issued its recommendations for award and recommended Part 6 of the IFB to PDS. On March 23, 2011, GDOE awarded Part 6 of the IFB to PDS and determined that PDS was the lowest bidder based on the purchase orders for Part 6 of the IFB.

On August 6, 2013, GTA submitted a Sunshine Act request for information. GDOE responded on August 16, 2013. On August 30, 2013, upon receipt of information obtained through the Sunshine Act request, GTA filed a Protest with GDOE based on GDOE's failure to terminate multiple awards (purchase orders) with PDS for Part 6 of the IFB even after PDS was not able to provide the services as offered and as specified in the bid specifications set forth in Part 6 of the IFB.

On November 6, 2013, GTA received a letter from GDOE by and through Marcus Pido, Supply Management Administrator, wherein GDOE denied GTA's protest on the grounds that GTA's protest was untimely. GDOE based its timeliness analysis on the date the purchase orders were issued, March 23, 2011. GDOE's decision denying the protest award is attached hereto as Exhibit A. GTA hereby appeals the Supply Management Administrator's denial of GTA's Protest.

III. Grounds for Appeal

A. GTA's Protest was timely.

Guam law provides that a bidder, offeror, or contractor who may be aggrieved in connection with the award of a contract, may protest to the head of the purchasing agency. 5 GCA § 5425(a). The protest must be submitted in writing within 14 days after the aggrieved person *knows or should know* of the facts giving rise to the protest. *Id* (emphasis added).

On August 6, 2013, GTA submitted a Sunshine Act request relative to Part 6 of the IFB. GDOE provided information pursuant to this Sunshine Act request on August 16, 2013. On August 30, 2013, GTA filed its protest with GDOE with regard to the award of the contract for the IFB to PDS. Based on the information provided by GDOE on August 16, 2013, GTA filed a procurement Protest alleging that PDS failed to deliver services as required by the IFB. GDOE's denial of GTA's protest on the basis that GTA's protest was untimely is without merit because GTA only received the information for which it based its protest on August 16, 2013. GTA thus had until August 30, 2013 to file a protest because it only discovered the basis for its protest on August 16, 2013.

GDOE argues that GTA knew or should have known of the contract with PDS on March 23, 2011, when GDOE awarded PDS the purchase orders for Part 6 of the IFB. GDOE

misapplies the standard. The 14 day period does not begin to run until such time that GTA has the information on which to base a protest. First, GTA is not protesting the award of Part 6 to PDS, rather GTA is protesting the performance, or the lack thereof, of PDS to fulfill its obligations under the bid specification within the requisite date, July 1, 2011. Second, GTA only received the information from GDOE for which it based its protest on August 16, 2013. On August 30, 2013, GTA filed its protest within the requisite 14 day time period.

B. GDOE failed to properly determine whether PDS was a responsible bidder.

Section 17 of the IFB provides that "[i]n determining the lowest responsible offer, the Supply Management Administrator 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 the 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; and (h) the compliance with all of the conditions to the Solicitation. GDOE IFB 020-2011 at 15.

1. *On July 1, 2011 PDS did not have the ability to perform pursuant to the bid specifications and within the specified time.*

Purchase Order No. 201100891 issued on March 23, 2011 required that PDS begin providing services on July 1, 2011. See Exhibit B. Prior to issuing the purchase orders on March 23, 2011 and up until July 1, 2011 the Supply Management Administrator failed to properly determine whether or not PDS could provide the service beginning on July 1, 2011 as required by the bid specifications.

On June 24, 2011, the Acting Superintendent was informed by Vince Dela Cruz ("Dela Cruz") that PDS would not be able to perform as required by the IFB. *See* Exhibit C. In response, the Acting Superintendent asked "[d]id we recognize that this would be a problem? Was there a provision to provide some kind of cutover that would not impact the schools? Is PDS required to provide interrupted services on 7/1/2011?" *Id.* Dela Cruz replied, "[w]e did recognize this problem and we have been working to make it work. Unfortunately, our contract with MCV is over July 1, 2011. We are meeting with PDS weekly until the cut over is complete." *Id.* Dela Cruz further confirmed that "PDS has already provided a schedule to have minimal service interruption . . . We expect all schools to be on PDS network by the 1st week of school." *Id.*

As of July 1st, the only site receiving service as specified in Part 6 of the IFB was the FSAIS location. On July 1, 2011, four other locations, namely, Untalan Middle School, George Washington High School, Inarajan Middle School and Jose Rios Middle School, were provided services other than what was required by the bid specifications. *See* Exhibit D. As of July 4, 2011, PDS was able to provide services to six schools (Oceanview, Okkodu, Untlalan, GW, Jose Rios, and Inarajan). *See* Exhibit E. Dela Cruz then informs the schools that PDS is behind on their schedule. *Id.*

Rather than cancel the purchase orders, GDOE took it upon themselves to authorize PDS to provide "temporary services" bypassing the Guam Procurement Law. On June 25, 2011, Dela Cruz informed the Acting Superintendent that he, "requested PDS to provide some type of access (possibly DSL) for the school's main office." *See* Exhibit C. On June 28, 2011 Dela Cruz sent an email to PDS confirming that PDS is on schedule to request for circuits for the "temporary service." *See* Exhibit F.

2. *PDS failed to comply with all the conditions of the IFB.*

PDS agreed upon submitting its bid for GDOE IFB 020-2011 that it acknowledged and agreed to the conditions set forth in the IFB. However, PDS failed to meet certain conditions of the IFB.

First, PDS did not meet the condition set forth in Section 39 of the IFB. Section 39 of the IFB states that, "[i]t 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 refused or fails to perform any of the provisions of this contract within the 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. GDOE IFB 020-2011 at 17. The time for delivery was July 1, 2011. See Exhibit B. PDS' failure to deliver the services as required by the bid specification on July 1, 2011 renders PDS in default of the bid.

Second, PDS did not meet the condition set forth in Section 40. Section 40 states that. "[b]idders 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 dated, he is required to notify the Supply Management Administrator of such delay. Notification shall be in writing and shall be received by the Supply Management Administrator at least twenty-four hours before the specified delivery date.* Notification of delay shall include an explanation of the causes and reasons for the delay including statements from supplier or shipping company causing the delay. The Government reserves the right to reject delay justification if in the opinion of the Supply Management

Administrator such justification is not adequate." *Id.* PDS was well aware before the July 1st delivery date that it would not be able to provide the services to GDOE as promised. PDS did not inform the Supply Management Administrator of any such delay in writing 24 hours prior to the promised delivery date. Failure to submit a written notification within 24 hours justifying a delay in delivery of the services is a violation of a condition of the IFB.

C. GDOE allowed PDS to provide "temporary services" without a competitive bid process.

Even before the delivery date of July 1, 2011, GDOE was well aware that PDS was not able to deliver services to the GDOE pursuant to the bid specifications. Rather than cancel the Part 6 of the IFB and re-issue a new solicitation or proceed to the next qualified bidder, GDOE took it upon themselves to award the temporary services to PDS. Guam Procurement law applies to every expenditure of public funds irrespective of the source. 5 GCA § 5004(b). Because the bid specifications were substantially different from the "temporary services" provided, GDOE should have issued a new competitive solicitation for such services.

The unfortunate result of GDOE's failure to competitively bid out the temporary service, resulted in the ineligibility of GDOE to receive USAC E-Rate reimbursements. In an email dated May 25, 2012, the U.S. Schools and Library Division informed GDOE that "if the temporary solution . . . are a continuation of a prior service which was competitively bid, a service substitution could be performed. If the [temporary service] were never competitively bid for through the current or prior year's [application], the temporary solution would not be eligible [for reimbursement]." *See* Exhibit G. On May 30, 2012, GDOE informed PDS that the "temporary services" provided to GDOE were ineligible for E-Rate funding. GDOE also informed PDS that if it received any discount funding for the temporary services, the fund must

be returned to USAC, until such time the issue is resolved. *See* Exhibit H.

D. GDOE failed to cancel purchase orders when USAC determine that the temporary services were ineligible for E-Rate discounts.

The IFB states that the contract and its annual continuation shall be contingent upon annual approvals by the Schools and Libraries Division, of the Universal Service Administrative Company, funding by the U.S. Congress, and the availability of matching funds by the GDOE. GDOE IFB 020-2011 at 43.

GDOE does not dispute that PDS failed to provide services on July 1, 2011 as required by the purchase orders. Under the terms and conditions of the IFB, PDS is in default. Instead of issuing another solicitation for temporary services, GDOE took it upon themselves to authorize PDS to provide the temporary services, contrary to Guam law. This resulted in the GDOE loosing federal funds for the wide area network.

E. GDOE and PDS violated the payment terms set forth in Part 6 of the IFB.

The IFB conditioned the award of a contract upon the availability of funding approved and received from USAC, funding by U.S. Congress, and the availability of matching funds from GDOE. GDOE IFB 020-2011 at 43. GDOE violated its very own specification, when it awarded PDS the purchase order on March 23, 2011. First, PDS could not provide the service under the bid specifications and GDOE proceeded to accept “temporary services” which were not competitively bid. Second, GDOE consented and allowed PDS to provide the “temporary services” notwithstanding GDOE knew the “temporary services” were not eligible for the USAC reimbursements because GDOE did not competitively bid out the “temporary services”. Third, even after GDOE was informed of the ineligibility of the “temporary services” GDOE continued to accept services and paid PDS pursuant to the purchase orders. GDOE and PDS violated the

bid specifications as set forth under Part 6 of the IFB relative to the payment terms.

Additionally, the IFB required the successful bidder to submit the billing for the federal share directly to the SLD in accordance with the procedures of the SLD. A copy of the invoice shall be provided to GDOE. Billing for the GDOE portion shall be billed directly to the GDOE on a monthly basis unless otherwise directed. GDOE IFB 020-2011 at 44. Despite the bid specification, GDOE instructed PDS to submit its invoice for the USAC discount directly to GDOE in violation of this specification during an August 17, 2011 meeting between GDOE and PDS. *See Exhibit I.*

F. GDOE failed to assess liquidated damages for non-performance.

PDS failed to deliver services as required by the Purchase Orders on July 1, 2011. Section 13 of the IFB states that "[b]idders, who are awarded a contract under this solicitation, guarantee that goods will be delivered or required services within the specified time. 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 the General Terms and Conditions. In addition, the Government will hold the Vendor liable and will enforce the requirements in Section 41 of these General Terms and Conditions. GDOE IFB 020-2011 at 15.

Section 41 of the IFB states that,

"[w]hen 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 of outstanding order per calendar day from date set for cure until either the territory reasonably 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. The contractor remains liable for damages caused other than by delay."

GDOE IFB 020-2011 at 18.

GDOE is entitled to liquidated damages because PDS failed to deliver as promised. Failure to deliver services as promised cause GDOE to lose funding for the E-Rate program administered by the USAC. Upon information and belief, PDS only began providing the requisite services sometime in August of 2013.

IV. Relief Requested

A. The award to PDS for Part 6 of the IFB should be terminated because of PDS' failure to comply with the express terms of the IFB and a new IFB for the GDOE wide area network should be issued.

B. GDOE should assess liquidated damages against PDS for the failure to provide the services as required by the IFB.

C. PDS should be debarred from the future participation in GDOE bids for its failure to provide services as required by the IFB.

D. Finally, GTA requests for an order that it be allowed reimbursement of its costs incurred in preparing this Protest. 5 GCA § 5425(h).

V. Supporting Documents

Supporting exhibits are attached as Exhibits A through I. GDOE's decision denying GTA's protest is attached hereto as Exhibit A.

VI. Names of Competing Bidders, Offerors, or Contractors Known to Appellant

With regard Part 6 of the IFB, the only other bidder known to Appellant is PDS.

VII. Declaration Regarding Court Action

Pursuant to 5 GCA Chapter 5, unless the court request, expects, or otherwise expresses interest in a decision by the Public Auditor, the Office of Public Accountability will not take

action on any appeal where action concerning the protest or appeal has commenced in any court.

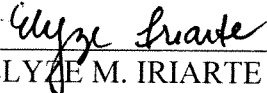
The undersigned party does hereby confirm that to the best of his or her knowledge, no case or action concerning the subject of this appeal has been commenced in court. All parties are required to and the undersigned party agrees to notify the Office of Public Accountability within 24 hours if court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

VIII. Request for Hearing

GTA requests a hearing on this Appeal.

DATED: Hagåtña, Guam, November 19, 2013.

CARLSMITH BALL LLP



ELYZE M. IRIARTE
VINCENT C. CAMACHO
Attorneys for Appellant
Teleguam Holdings, LLC and its wholly
owned subsidiaries

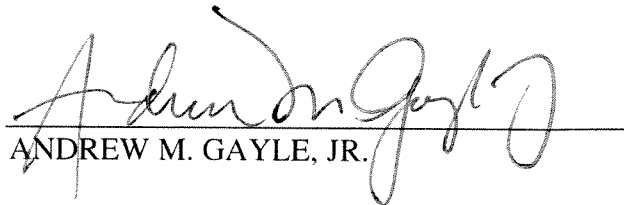
VERIFICATION

GUAM U.S.A,)
)
Municipality of Hagåtña,)

I, **Andrew M. Gayle, Jr.** as **Chief Operating Officer** of Teleguam Holdings LLC, and its wholly owned subsidiaries GTA Telecom, LLC; GTA Services, LLC; and Pulse Mobile, LLC am authorized to make this verification.

I have read the foregoing Procurement Appeal and, to the best of my knowledge, the information stated therein is true and correct.

I declare under penalty of perjury that the foregoing is true and correct and this verification was executed on this ____ day of November, 2013.



ANDREW M. GAYLE, JR.

SUBSCRIBED AND SWORN to before me, a Notary Public, in and for Guam U.S.A., by Andrew M. Gayle, Jr. COO of Teleguam Holdings LLC, this 19th day of November, 2013.

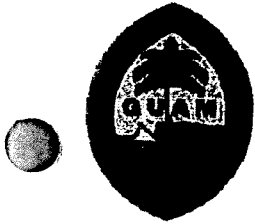


NOTARY PUBLIC

MARIA TISHA M. MAKIO
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: **Dec. 21, 2015**
624 North Marine Corps Dr., Tamuning 96913

EXHIBIT

A



**DEPARTMENT OF EDUCATION
OFFICE OF THE SUPERINTENDENT**



www.gdoe.net

P.O. Box D.E., Hagatña, Guam 96932

Telephone: (671)475-0457 or 300-1547/1536 • Fax: (671)472-5001

Email: jonfernandez@gdoe.net

JON J.P. FERNANDEZ
Superintendent of Education

November 5, 2013

Andrew S. Quenga
GTA General Counsel
624 North Marine Corps Drive
Tamuning, Guam 96913

Via Email: squenga@gta.net

RE: Protest of GDOE Invitation for Bid No. 020-2011 GDOE E-rate Network (Genet) 2011

Dear Mr. Quenga,

This letter is written in response to your letter of protest dated August 30, 2013 regarding Guam Department of Education ("GDOE") Invitation for Bid No. 020-2011 GDOE E-rate Network (GENET) 2011 ("IFB"). GDOE has reviewed your protest and hereby denies it in its entirety on the following basis:

In your letter you base your protest on the information received from GDOE on August 16, 2013. Chapter 5 of Title 5 Guam Code Annotated states as follows:

Any actual or prospective bidder, offeror, or contractor who may be aggrieved in connection with the *method of source selection, solicitation or award of a contract*, may protest to... the head of the purchasing agency. The protest shall be submitted in writing within fourteen (14) days after such aggrieved person knows or should know of the facts given rise thereto.

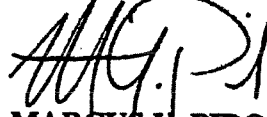
§ 5425(a).

GTA failed to timely protest GDOE's selection, solicitation or award of the contract to Pacific Data Systems, Inc. ("PDS"). All of the allegations contained in GTA's August 30, 2013, protest address PDS' performance of the contract well after the award, rather than an allegation that GDOE mistakenly selected, solicited or awarded PDS the contract in March 23, 2011. It is clear that GTA's protest is outside the fourteen (14) day period to protest as required by 5 G.C.A. § 5425(a), and moreover, GTA's allegations are beyond the scope of a protest as contemplated in § 5425(a).

Therefore, based on the reasons above, GDOE denies your protest in its entirety. Please be advised that you have the right to appeal this denial pursuant to 5 G.C.A. § 5425(e).

Despite the denial of GTA's protest, GDOE offers the following information. Currently, PDS is providing all schools contemplated in Part 6 of the IFB with WAN internet service at levels required by the IFB. GDOE will be addressing with PDS any previous deficiencies in service related to Part 6 of the IFB.

Senseramente,

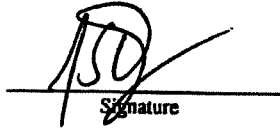


MARCUS V. PIDO
Supply Management Administrator

ACKNOWLEDGED RECEIPT

Andrew S. Quenga
Print Name

Date: 11/6/13


Signature

Time: 8:00 am

EXHIBIT

B

Attachment 5 Purchase Order for Services July 1, 2011

Vendor: 10157

PURCHASE ORDER

P/O #: 201-100009

BUSINESS OFFICE
DEPARTMENT OF EDUCATION
 GOVERNMENT OF GUAM
 P.O. BOX DE
 HAGATNA, GUAM 96932

PACIFIC DATA SYSTEMS
 185 ILLIPOG DRIVE
 HBC SUITE 204-A
 TAMUNING GU 96913

SHIP TO:

F.S.A.I.S. DIVISION
 MANUEL F.L. GUERRERO BLDG.
 312 ASPENALL AVENUE
 HAGATNA GU 96910
 (671) 300-1543

ATTN: MANAGER, VINCE DELA CRUZ

Order Number: (671) 300-0265

Estimate Number: (671) 300-0265

3/23/2011 09:00 AM 201100000027

REQUIRED:

TIME OF DELIVERY:

REQ:

DESCRIPTION

DISCOUNT

11.11.16.00.26.0230.0000
 GDOE FEB 020-2011 GDOE E-RATE NETWORK
 (GNET) 2011

PART 6: WIDE AREA NETWORK (WAN) SERVICES
 LIT

102,300.00

11.11.16.00.26.0230.0000

PURCHASE ORDER ISSUED TO COVER THE COST OF
 WIDE AREA NETWORK (WAN) SERVICES, LIT
 FOR FISCAL YEAR 2011 (JULY 1, 2011 -
 SEPTEMBER 30, 2011)

THIS PURCHASE ORDER IS SUBJECT TO THE
 TERMS OF THE REFERENCED THE PACIFIC DATA
 SYSTEMS' BID IN RESPONSE
 HERETO; AND THE PACIFIC DATA
 SYSTEMS' BIDDING DOCUMENTS, HEREIN
 BEING REFERENCED.



NOTE: PURCHASER WILL NOT BE
 RESPONSIBLE FOR ANY UNAUTHORIZED
 SUPPLIES/MATERIALS/SERVICES PURCHASED
 UNDER THIS OPEN PURCHASE.

EXPENDITURES IN EXCESS OF THIS PURCHASE
 ORDER AMOUNT WILL NOT BE HONORED.

(Continued)

NOTE: ALL INVOICES MUST BE CERTIFIED
 Please prepay all shipping and mailing charges. See Important
 notice on reverse side.

PURCHASING AUTHORITY Marcus Y. Siao, Supply Management Administrator	INSTRUCTION TO VENDOR
PRICE INCREASE OR INCREASES IN SHIPPING COST OVER TOTAL P.O. MUST HAVE PRIOR SCHOOL DISTRICT APPROVAL. EXPEDITE PAYMENT. PLEASE ATTACH ANY OF THE FOLLOWING TO YOUR SPECIFIC INVOICE.	1. DO NOT overship or undership without Purchasing Dept. Approval. 2. Send all invoices, certified original and one (1) copy only to BUSINESS OFFICE, DEPARTMENT OF EDUCATION, P.O. BOX DE, HAGATNA, GUAM 96932 3. A separate TAX FREE Invoice must be submitted for each order. 4. Charges for Freight Charges must be accompanied by receipt Freight Bill or Postal Receipt. 5. Purchase Order Number and Ship to Name must appear on all documents relating to this order.
1. SIGNED DELIVERY RECEIPT 2. INSURANCE RECEIPT/NUMBER 3. AIR BILL, WAY BILL, BILL OF LADING	

10157

PURCHASE ORDER

P/O #: 20110091

BUSINESS OFFICE
DEPARTMENT OF EDUCATION
GOVERNMENT OF GUAM
P.O. BOX DE
HAGATNA, GUAM 96932

PACIFIC DATA SYSTEMS

SHIP TO

F.S.A.I.S. DIVISION

(continued)

REQUIRED TIME OF DELIVERY REQ

DESCR

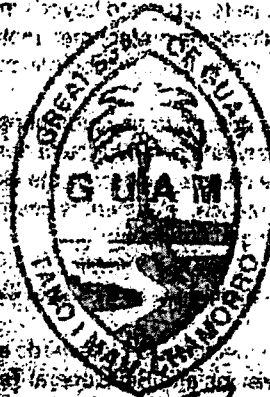
DISCOUNT

UNIT

QTY

TOTAL 102,500.00

DOEPR 3.9 COMPETITIVE SEALED BIDDING
"ALL LATE DELIVERIES AND ACCEPTANCE
SUBJECT TO LIQUIDATED DAMAGES"



John Day,
President/COO
Pacific Data Systems

3-23-2011

NOTE: ALL INVOICES MUST BE CERTIFIED
Please prepay all shipping and mailing charges. See important
notice on reverse side.

PURCHASING AUTHORITY

Martha Y. Pido, Special Management Administrator
PRICE INCREASE OR INCREASES IN SHIPPING COST OVER TOTAL P.O. MUST
HAVE PRIOR SCHOOL DISTRICT APPROVAL

EXPEDITE PAYMENT. PLEASE ATTACH ANY OF THE FOLLOWING TO
YOUR SPECIFIC INVOICE.

1. SIGNED DELIVERY RECEIPT
2. INSURANCE RECEIPT/NUMBER
3. AIR BILL, WAY BILL, BILL OF LADING

INSTRUCTION TO VENDOR

1. DO NOT overship or ship late without prior Purchasing Dept. Approval.
2. Send all invoices on the original and one (1) copy only to BUSINESS OFFICE, DEPARTMENT OF EDUCATION, P.O. BOX DE, HAGATNA, GUAM 96932
3. A separate TAX FREE invoice must be submitted for each order.
4. Claims for Freight Charges must be accompanied by receipt, Freight Bill of Lading Receipt.
5. Purchase Order Number and Ship to Name must appear on all documents relating to this order.

EXHIBIT

C



David C. Cruz (F.S.A.I.S.) <dcruz@gdoe.net>

Internet for the Schools

11 messages

Taling M Taitano <tmt1@gdoe.net>

Sat, Jun 25, 2011 at 12:00 PM

Reply-To: tmtaitano@gdoe.net

To: Vincent Dela Cruz <vincedc@gdoe.net>

Cc: Eunice Aflague <ejraflague@gdoe.net>, David Cruz <dcruz@gdoe.net>, Arlene Unpingco <arunpingco@gdoe.net>, Nerissa Bretania Underwood <nbunderwood@gdoe.net>, "Marcus Y. Pido" <mypido@gdoe.net>, "Rebecca M. Perez (Attorney)" <rebecca.perez@gdoe.net>

As I understand, the new contract is moving from MCV to PDS. I further understand that MCV will be pulling its lines once their contract ends and, at this point, is unwilling to work with PDS so that continuous service is provided to our schools. PDS will not have its lines in place when their contract commences. July 1 is right around the corner.

Did we recognize that this would be a problem? Was there no provision to provide some kind of cutover that would not impact the schools? Is PDS required to provide uninterrupted service on 7/1/11?

The first I heard of this problem was Friday late afternoon. With the dependence on powerschool for registration and master schedules not to mention our reliance on the internet to communicate with our schools, how are we going to support the schools?

--

Preparing Students for Life!

Taling M Taitano

Deputy Superintendent, Finance and Administrative Services

Guam Department of Education

PO Box DE, Hagatna GU 96932

871 300-1556 direct line

871 488-2234 cell

871 472-5009 fax

Vincent Dela Cruz <vincedc@gdoe.net>

Sat, Jun 25, 2011 at 12:37 PM

Reply-To: vincedc@gdoe.net

To: Taling Taitano <tmtaitano@gdoe.net>

Cc: Eunice Aflague <ejraflague@gdoe.net>, David Cruz <dcruz@gdoe.net>, Arlene Unpingco <arunpingco@gdoe.net>, Nerissa Bretania Underwood <nbunderwood@gdoe.net>, Marcus Pido <mypido@gdoe.net>, "Rebecca M. Perez (Attorney)" <rebecca.perez@gdoe.net>

Boss,

We did recognize this problem and we have been working to make it work.

Unfortunately, our contract with MCV is over in July 1, 2011. We are meeting with PDS weekly until the cut over is complete.

PDS has already provided a schedule to have minimal service interruption. Services will be affected mostly with elementary schools. The plan is to work first on all secondary schools and schools with summer sessions. I've also requested PDS to provide some type of access (possibly DSL) for the schools' main office.

Unfortunately, any cutover will have some service disruption. I'm trying to keep it at a minimum. I plan on providing the schools with the schedule on the next school readiness meeting.

We expect all schools to be on PDS network by the 1st week of school.

Regards,

Vincent Dela Cruz

* Guam Department of Education *

From: Taling M Taitano <tmt1@gdoe.net>

Date: Sat, 25 Jun 2011 12:00:30 +1000

To: Vincent Dela Cruz <vincedc@gdoe.net>

ReplyTo: tmtaitano@gdoe.net

Cc: Eunice Aflague <ejraflague@gdoe.net>; David Cruz <dcruz@gdoe.net>; Arlene Unpingco <arunpingco@gdoe.net>; Nerissa Bretania Underwood <nbunderwood@gdoe.net>; Marcus Y. Pido <mypido@gdoe.net>; Rebecca M. Perez (Attorney) <rebecca.perez@gdoe.net>

Subject: Internet for the Schools

[Quoted text hidden]

Taling M Taitano <tmt1@gdoe.net>

Sat, Jun 25, 2011 at 2:47 PM

Reply-To: tmtaitano@gdoe.net

To: vincedc@gdoe.net

Cc: Eunice Aflague <ejraflague@gdoe.net>, David Cruz <dcruz@gdoe.net>, Arlene Unpingco <arunpingco@gdoe.net>, Nerissa Bretania Underwood <nbunderwood@gdoe.net>, Marcus Pido <mypido@gdoe.net>, "Rebecca M. Perez (Attorney)" <rebecca.perez@gdoe.net>

I am concerned that the schools are working on registering their students and preparing schedules. I hope we have a plan to accommodate those schools who will lose service even if only for a month. If it goes longer than that, it will also affect the schools ability to take attendance. The sooner the affected schools are informed the better.

Attachment 4 - Email Correspondence June 2011- August 2011

Guam Department of Education Mail - Internet for the Schools

https://mail.google.com/mail/?ui=2&ik=70c15a1032&view=pt&q=gdo-

[Quoted text hidden]

Vincent Dela Cruz <vinedc@gdoe.net>
Reply-To: vinedc@gdoe.net
To: Taling Taitano <tmtaitano@gdoe.net>
Cc: Eunice Aflague <ejraflague@gdoe.net>, David Cruz <dcruz@gdoe.net>, Arlene Unpingco <arunpingco@gdoe.net>, Nerissa Bretania Underwood <nbunderwood@gdoe.net>, Marcus Pido <myvido@gdoe.net>, "Rebecca M. Perez (Attorney)" <rebecca.perez@gdoe.net>

Sat, Jun 25, 2011 at 2:56 PM

Taling,

You are very correct. I have the same exact concerns and more.

We are pushing for PDS to provide a better time table, but so far - this is currently the best they can do.

The network is now a major component of our operations and I intend to ensure it is reliable and operational. This cut over is actually a first for GDOE as MCV has been our provider for WAN lit service since the inception of our extensive network infrastructure.

We are staying on top of this and will provide updates as it becomes available. I will provide a website for the information to be readily available.

Regards,
Vincent Dela Cruz

* Guam Department of Education *

From: Taling M Taitano <tmt1@gdoe.net>
Date: Sat, 25 Jun 2011 14:47:46 +1000
To: <vinedc@gdoe.net>
ReplyTo: tmtaitano@gdoe.net
Cc: Eunice Aflague <ejraflague@gdoe.net>; David Cruz <dcruz@gdoe.net>; Arlene Unpingco <arunpingco@gdoe.net>; Nerissa Bretania Underwood <nbunderwood@gdoe.net>; Marcus Pido <myvido@gdoe.net>; Rebecca M. Perez (Attorney) <rebecca.perez@gdoe.net>
Subject: Re: Internet for the Schools
[Quoted text hidden]

Taling M Taitano <tmt1@gdoe.net>
Reply-To: tmtaitano@gdoe.net
To: vinedc@gdoe.net
Cc: Eunice Aflague <ejraflague@gdoe.net>, David Cruz <dcruz@gdoe.net>, Marcus Pido <myvido@gdoe.net>, "Rebecca M. Perez (Attorney)" <rebecca.perez@gdoe.net>

Sat, Jun 25, 2011 at 3:04 PM

Isn't MCV deficient with regard to some of the contract requirements? Have you explored with procurement what options might be taken since they have not fully delivered on their contract?
[Quoted text hidden]

Vincent Dela Cruz <vinedc@gdoe.net>
Reply-To: vinedc@gdoe.net
To: Taling Taitano <tmtaitano@gdoe.net>
Cc: Eunice Aflague <ejraflague@gdoe.net>, David Cruz <dcruz@gdoe.net>, Marcus Pido <myvido@gdoe.net>, "Rebecca M. Perez (Attorney)" <rebecca.perez@gdoe.net>

Sat, Jun 25, 2011 at 3:49 PM

Taling,

I believe MCV is deficient with providing a ring configuration. I don't know which angle to take this.

I have not yet explored with procurement and legal the options, although procurement has been in the loop.

Marcus - can you please work on this?

It was also suggested by Norman to see if we can have the Superintendent or the Governor's office have a conversation to try to convince MCV to work with PDS.

Thanks,
Vincent Dela Cruz

* Guam Department of Education *

From: Taling M Taitano <tmt1@gdoe.net>
Date: Sat, 25 Jun 2011 15:04:44 +1000
To: <vinedc@gdoe.net>
ReplyTo: tmtaitano@gdoe.net
Cc: Eunice Aflague <ejraflague@gdoe.net>; David Cruz <dcruz@gdoe.net>; Marcus Pido <myvido@gdoe.net>; Rebecca M. Perez (Attorney) <rebecca.perez@gdoe.net>
[Quoted text hidden]

Marcus Y. Pido <myvido@gdoe.net>
To: vinedc@gdoe.net
Cc: Taling Taitano <tmtaitano@gdoe.net>, Eunice Aflague <ejraflague@gdoe.net>, David Cruz <dcruz@gdoe.net>, "Rebecca M. Perez (Attorney)" <rebecca.perez@gdoe.net>

Sat, Jun 25, 2011 at 3:58 PM

Attachment 4 - Email Correspondence June 2011- August 2011

Guam Department of Education Mail - Internet for the Schools

https://mail.google.com/mail/?ui=2&ik=70c15a1032&view=pt&q=gdo..

I'm not sure that Procurement has a copy of the MCV contract for internet services. What fiscal year was that contract executed? I'll start my search for th contract document with that information.


Marc
[Quoted text hidden]

Eunice J.R. Aflague <ejraflague@gdoe.net> Sat, Jun 25, 2011 at 4:02 PM
To: "Marcus Y. Pido" <mypido@gdoe.net>
Cc: vincedc@gdoe.net, Taling Taitano <tmtaitano@gdoe.net>, David Cruz <dcruz@gdoe.net>, "Rebecca M. Perez (Attorney)" <rebecca.perez@gdoe.net>

Here's a copy of the contract.

The RFP is 006-2007
[Quoted text hidden]
--
Eunice J. R. Aflague
DOE E-Rate Program Coordinator
New JFK Rebuild Coordinator

email: ejraflague@gdoe.net

 0710016 WAN.PDF
10988K

Eunice J.R. Aflague <ejraflague@gdoe.net> Sat, Jun 25, 2011 at 4:05 PM
To: "Marcus Y. Pido" <mypido@gdoe.net>
Cc: vincedc@gdoe.net, Taling Taitano <tmtaitano@gdoe.net>, David Cruz <dcruz@gdoe.net>

The RFP 006-2007 is too huge to send over the internet. Will forward on disk on Monday.
[Quoted text hidden]

Vincent Dela Cruz <vincedc@gdoe.net> Sat, Jun 25, 2011 at 4:58 PM
Reply-To: vincedc@gdoe.net
To: Marcus Pido <mypido@gdoe.net>
Cc: Taling Taitano <tmtaitano@gdoe.net>, Eunice Aflague <ejraflague@gdoe.net>, David Cruz <dcruz@gdoe.net>, "Rebecca M. Perez (Attorney)" <rebecca.perez@gdoe.net>

Marus,

Thank you.

Vincent Dela Cruz

* Guam Department of Education *

From: "Marcus Y. Pido" <mypido@gdoe.net>
Date: Sat, 25 Jun 2011 15:56:26 +1000
To: <vincedc@gdoe.net>
Cc: Taling Taitano <tmtaitano@gdoe.net>; Eunice Aflague <ejraflague@gdoe.net>; David Cruz <dcruz@gdoe.net>; Rebecca M. Perez (Attorney) <rebecca.perez@gdoe.net>
[Quoted text hidden]

Marcus Y. Pido <mypido@gdoe.net> Mon, Jun 27, 2011 at 12:07 PM
To: "Eunice J.R. Aflague" <ejraflague@gdoe.net>
Cc: vincedc@gdoe.net, Taling Taitano <tmtaitano@gdoe.net>, David Cruz <dcruz@gdoe.net>, "Rebecca M. Perez (Attorney)" <rebecca.perez@gdoe.net>

Eunice,

I have yet to receive the CD that you mentioned. However, based on the pdf you sent on Sat., July 25, this contract expired on June 30, 2010. Was there an option exercised by DOE to extend to June 30, 2011?

Thanks,
Marc

On Sat, Jun 25, 2011 at 4:02 PM, Eunice J.R. Aflague <ejraflague@gdoe.net> wrote:
[Quoted text hidden]

EXHIBIT D

Attachment 4 - Email Correspondence June 2011- August 2011

Guam Department of Education Mail - Re: IP addresses for school WAN <https://mail.google.com/mail/?ui=2&ik=70c15a1032&view=pt&q=j0>

Peter Duenas

Network Administrator

Pacific Data Systems



185 Ilipog Drive HBC Bldg

Suite 204-A

Tamuning, GU 96913

Peter Duenas <peter@pdsguam.com>

Fri, Jul 1, 2011 at 11:44 PM

Reply-To: peter@pdsguam.com

To: vincedc@gdoe.net, John Day <john@pdsguam.com>

Cc: Joe Meno <joe@pdsguam.com>, Cork Vanderford <cork@pdsguam.com>, Taling Taitano <tmtaitano@gdoe.net>, David Cruz <dcruz@gdoe.net>, Eunice Aflague <ejraflague@gdoe.net>

Vince,

Untalan, GW, Jose Rios and Inarajan MS were turned up today.

Thanks,
Peter

From: "Vincent Dela Cruz" <vincedc@gdoe.net>

Date: Fri, 1 Jul 2011 08:23:11 +0000

To: John Day<john@pdsguam.com>

ReplyTo: vincedc@gdoe.net

Cc: 'Joe Meno'<joe@pdsguam.com>; <peter@pdsguam.com>; <cork@pdsguam.com>; Taling Taitano<tmtaitano@gdoe.net>; David Cruz<dcruz@gdoe.net>; Eunice Aflague<ejraflague@gdoe.net>

[Quoted text hidden]

EXHIBIT

E



David C. Cruz (F.S.A.I.S.) <dcruz@gdoe.net>

Re: Internet connectivity update

5 messages

Vincent Dela Cruz <vincedc@gdoe.net>

Mon, Jul 4, 2011 at 8:25 AM

To: elem_ap@gdoe.net, elemprincipals@gdoe.net, middle school_ap@gdoe.net, middle schoolprincipals@gdoe.net, high school_ap@gdoe.net, high schoolprincipals@gdoe.net

Cc: "Taling M. Taitano" <tmtaitano@gdoe.net>, "Dr. Nerissa Bretania Underwood" <nbunderwood@gdoe.net>, Christopher Anderson <cjanderson@gdoe.net>, Arlene Unpingco <arunpingco@gdoe.net>, John Day <john@pdsguam.com>, fsais@gdoe.net

Hello School Leaders,

As of July 2, 2011 Oceanview and Okkodu High have Internet access. Below is the updated listing of schools with Internet access.

Oceanview Middle School	7/2/2011
Okkodu High School	7/2/2011

Untalan Middle School	7/1/2011
George Washington High	7/1/2011
Jose Rios Middle School	7/1/2011
Inarajan Middle School	7/1/2011

For schools without Internet connection, please note that FSAIS is open for your use. Additionally, if you are closer to the schools with Internet, please check with the above schools.

Please note that PDS is behind on their schedule. I'm hoping to get a revised schedule with better timelines to help with your operational planning. I will share that schedule with everyone as it becomes available.

Regards,
Vincent Dela Cruz

On Sat, Jul 2, 2011 at 11:54 AM, Vincent Dela Cruz <vincedc@gdoe.net> wrote:
Hello School Leaders,

As of July 1, 2011, the following schools have Internet access.

- 1) Untalan Middle School
- 2) George Washington High School
- 3) Jose Rios Middle School
- 4) Inarajan Middle School

For schools without Internet connection, please note that FSAIS is open for your use. Additionally, if you are closer to the schools with Internet, please check with the above schools.

Thanks,

--

Vincent Dela Cruz
Guam Department of Education - FSAIS
Business: (671) 475-0479

Attachment 4 - Email Correspondence June 2011- August 2011

Guam Department of Education Mail - Re: Internet connectivity update

<https://mail.google.com/mail/?ui=2&ik=70c15a1032&view=pt&q=j0..>

Fax: (671) 477-9666

--

Vincent Dela Cruz
Guam Department of Education - FSAIS
Business: (671) 475-0479
Fax: (671) 477-9666

Vincent Dela Cruz <vincedc@gdoe.net>

Wed, Jul 6, 2011 at 7:20 PM

To: Jeff Tester <jeff@pdsguam.com>

Cc: Eunice Aflague <ejraflague@gdoe.net>, John Day <john@pdsguam.com>, peter@pdsguam.com, Joe Meno <joe@pdsguam.com>, Kristoffer Vitug <kris@pdsguam.com>, james@pdsguam.com, Cork Vanderford <cork@pdsguam.com>, Taling Taitano <tmtaitano@gdoe.net>, fsais@gdoe.net

Jeff,

A couple of requests:

- 1) Can you please provide an update of this worksheet in Excel?
- 2) I will create an online worksheet for PDS to update as soon as you provide the Excel worksheet. From there I would like for PDS to update the worksheet online. This will keep GDOE updated when a change is made.

Thanks,
Vincent Dela Cruz

On Tue, Jul 5, 2011 at 4:57 PM, Jeff Tester <jeff@pdsguam.com> wrote:

Vince,

Please see the attached file for an update of schools currently cutover and schools projected to cutover this week.

Let me know if you have any questions.

Best regards,

Jeff Tester

Project Manager

Pacific Data Systems

Ph: (671) 300-0203

Fax: (671) 300-0265

EXHIBIT

F



David C. Cruz (F.S.A.I.S.) <dcruz@gdoe.net>

WAN service cutover

1 message

Vincent Dela Cruz <vinedc@gdoe.net>

Tue, Jun 28, 2011 at 1:37 PM

To: John Day <john@pdsguam.com>, Jeff Tester <jeff@pdsguam.com>, "Vanderford, Cork" <cork@pdsguam.com>

Cc: David Cruz <dcruz@gdoe.net>, "Eunice J. R. Aflague" <ejraflague@gdoe.net>

Hello PDS Team,

I wanted to see if there were any progress with the project schedule.

Jeff informed me that it looks like you are on-schedule and are looking to request for the elementary school circuits for the Temporary service.

I have a principals' meeting tomorrow and I will be informing them of the status of our cut-over. I would like to provide up-to-date information in regards to their schools. I plan on providing the schedule that was provided in our meeting. It would be nice if we had more schools moved over onto the July 1, 2011 column. :-)

Please provide any status updates to any school. I'm looking to see how many of the schools are already cutover to your network.

Thanks,

--

Vincent Dela Cruz
Guam Department of Education - FSAIS
Business: (671) 475-0479
Fax: (671) 477-9666

EXHIBIT

G

Attachment 2
Ineligibility of USAC Funding

David C. Cruz (F.S.A.I.S.) <dcruz@gdoe.net>

RE: Initial Contact- Case 22-376249

3 messages

sldnoreply@sl.universalservice.org <sldnoreply@sl.universalservice.org>

Fri, May 25, 2012 at 11:48
PM

To: dcruz@gdoe.net

Thank you for your inquiry. In order that the SLD may provide you with a thorough and accurate response, we are currently researching your request. An answer will be provided to you as soon as we learn more.

If you have any further questions, please feel free to contact our Schools and Libraries Helpline at 1-888-203-8100. Please remember to visit our website for updates: <http://www.usac.org/sl>

Thank you,
Schools and Libraries Division
Universal Service Administrative Company

-----Original Message-----

From: dcruz@gdoe.net
Subject: Initial Contact

[FirstName]=David
[LastName]=Cruz
[JobTitle]=E-rate Program Coordinator
[EmailAddress]=dcruz@gdoe.net
[WorkPhone]=67173404791353
[FaxPhone]=6714729666
[PreviousCaseNumber]=0

[FormType]=Other
[Owner]=TCSB
[DateSubmitted]=5/25/2012 2:12:58 AM
[AttachmentFlag]=N[Question2]=The GDOE filed FCC Form 471 application for the Lease of WAN Lit Fiber services to provide Internet speed connection of 1000 Mbps for 41 sites and is awarded a FDCL for the service. The Service Provider for WAN Lit Fiber service is experiencing construction and installation delays that are caused by right of ways issues beyond the school's property line and is encountering complexities involved in obtaining permits. The Service Provider is currently providing an alternate and temporary solution for schools to access the Internet through SHDSL and T1s platform at a lower rate per site. With the delay in implementing the leased WAN Lit Fiber service that is initially requested in the application, will the temporary SHDSL and T1s services that is currently deployed at the school sites for Internet access by the same Service Provider be eligible for E-rate discount funding through the initial application and FRN for leased WAN Lit Fiber service?

sldnoreply@sl.universalservice.org <sldnoreply@sl.universalservice.org>

Wed, May 30, 2012 at 6:25
AM

To: dcruz@gdoe.net

Thank you for your inquiry. If the temporary solution of the SHDSL and T1's are a continuation of the prior year's service which was competitively bid, a service substitution and split FRN could be performed. If the SHDSL and T1 service were never competitively bid for though the current or prior year's 470, the temporary

EXHIBIT

H

Attachment 2
Ineligibility of USAC Funding

solution would not be eligible.
[Quoted text hidden]

David C. Cruz (F.S.A.I.S.) <dcruz@gdoe.net>
To: John Day <john@pdsguam.com>
Cc: Vincent Dela Cruz <vincedc@gdoe.net>

Wed, May 30, 2012 at 9:10 AM

John,

Below is USAC's response to the eligibility for the cost for SHDSL and T1s WAN services that is temporary deployed to GDOE schools. USAC has determined that the cost for the temporary services is not eligible.

If PDS received any discount funding for the temporary WAN services, the fund must be return to USAC until this issue is resolved.

Dave
[Quoted text hidden]

--
David C. Cruz
Guam Department of Education
Financial Student Administrative Information System (FSAIS)
P.O. Box DE
Hagatna, Guam 96932
Tel: (671) 475-0479 / (671) 300-1353

EXHIBIT

I

Attachment 4 - Email Correspondence June 2011- August 2011

Guam Department of Education Mail - Fwd: Meeting - PDS 8-17-2011

<https://mail.google.com/mail/?ui=2&ik=70c15a1032&view=pt&q=jo..>



David C. Cruz (F.S.A.I.S.) <dcruz@gdoe.net>

Fwd: Meeting - PDS 8-17-2011

1 message

Vincent Dela Cruz <vincedc@gdoe.net>

Mon, Aug 22, 2011 at 11:16 AM

To: John Day <john@pdsguam.com>, "Vanderford, Cork" <cork@pdsguam.com>

Cc: fsais@gdoe.net, "Taling M. Taitano" <tmtaitano@gdoe.net>

Hello PDS,

Please see the notes for our meeting. Please note the check boxes require action and should be followed up on.

Please let me know if there are any changes that need to be made or any inaccuracies for the minutes below.

Thanks,

Vincent Dela Cruz
Guam Department of Education - FSAIS
Business: (671) 475-0479
Fax: (671) 477-9666

Meeting - PDS 8-17-2011

Meeting with PDS - 8-17-2011 - 3pm

Attendees: Vincent Dela Cruz, David Cruz, Raymond Yoshida, John Day, Cork Vanderford

I. Sign-in

II. Purpose
Discuss ERate Service

III. WAN Update

JFK

1st phase - main office and counselor's area, pbx installed, phones setup, 1 drop per outlet

PBX is installed and terminated. Just waiting on the link. Need to connect to the main units to the central office.

JFK should be up in the morning.

2nd phase - classrooms, teacher workrooms, annex, etc. Disaster with wiring: problem with container that fell in the ravine.

Adacao - they got MCV to provision the service. Expecting to install the service - 2 separate links - 2 up, 7 down. The use of SIP trunking. Expecting to have it by this week. Wireless devices are ready for MCV. Scheduled for Friday (8-19-11)

Inarajan Elementary - GTA got their DPW permit. GTA expects the problem to be up by tomorrow (Thursday). Pushing for Friday.

Attachment 4 - Email Correspondence June 2011- August 2011

Guam Department of Education Mail - Fwd: Meeting - PDS 8-17-2011

<https://mail.google.com/mail/?ui=2&ik=70c15a1032&view=pt&q=j0>

- * Circuits in PITI.
- * Have been circling back and other works.
- * Anticipation to have all 3 schools up by Friday. They will try to get them to work on Saturday.

a. Slow Internet Speed

Schedule for second phase: PDS have been maxing out in the next couple of week. Design process is taking a lot longer than we expect. They are still at design stage, to complete permitting, and bridge. Interim work have been taken up most of their time.

- GDOE - provide specific schools with problems

Billing

- Prorated bills in July
- August has less 6 links
- PDS to provide the itemized billing
- All based on the Schedule/price list/table

- John to provide DID numbers

- John to send draft of invoice in Excel

IV. Invoice routing

- PDS Invoices to go FSAIS first

V. Telephone Number Inventory

VI. ERATE Reimbursement (Authorized Disbursement for USAC)

1. 2009 - \$2226, 979
2. 2008 - \$281,008

John to provide rebate documentations.

Dave to work with Joey on reimbursement

Note: Service Provider Invoice - PDS will bill the discount to GDOE.

Shoretel - GDOE are on version 8.1. GDOE doesn't need to worry about the upgrade up to version 8.1. DVM servers - 14 - 5 are upgradeable but 9 DVM problems are a problem.

John to provide an update on the 9 DVMs upgrade path.

- * Conduit to Business office - need purchase order.

The Sign-in sheet can be found at: https://www.sugarsync.com/pf/D680476_6389767_845788



INVITATION FOR BID

GUAM DEPARTMENT OF EDUCATION

**GDOE IFB 020-2011
GDOE E-RATE NETWORK (GENET) 2011**

Submission/Opening Date:
Thursday, March 17, 2011
2:00 p.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**



INVITATION FOR BID

ISSUING OFFICE
OFFICE OF SUPPLY MANAGEMENT
DEPARTMENT OF EDUCATION
P.O. BOX DE
HAGATNA, GUAM 96932
Tel: 300-1580/1581 Fax: 472-5001

MARCUS Y. PIDO
Supply Management Administrator

DATE ISSUED: Tuesday, February 16, 2011
BID INVITATION NO: GDOE IFB 020-2011
BID FOR: GDOE E-RATE NETWORK (GENET) 2011

SPECIFICATION: See Attached Specifications

DESTINATION: GUAM DEPARTMENT OF EDUCATION

REQUIRED DELIVERY DATE: SEE INDIVIDUAL SCOPES OF WORK FOR REQUIRED DELIVERY DATE

INSTRUCTION TO BIDDERS:

INDICATE WHETHER: INDIVIDUAL PARTNERSHIP CORPORATION

INCORPORATED IN: _____

This bid shall be submitted in duplicate and sealed to the Office of Supply Management, P.O. Box DE, Hagatna, Guam 96932 no later than **2:00 p.m., Thursday, March 17, 2011** and shall be publicly opened. Bid submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions, and Sealed Bid Solicitation for details.

The undersigned offers and agrees to furnish within the time specified, the articles and services at the price stated opposite the respective items listed on the schedule provided, unless otherwise specified by the bidder. In consideration to the expense of the Government in opening, tabulating, and evaluating this and other bids, and other considerations, the undersigned agrees that this bid remain firm and irrevocable within **180** calendar days from the date opening to supply any or all the items which prices are quoted.

NAME AND ADDRESS OF BIDDER:

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS BID:

AWARD: CONTRACT NO.: _____ AMOUNT: _____ DATE: _____	
ITEM NO(S). AWARDED: _____	
CONTRACTING OFFICER:	
_____ MARCUS Y. PIDO Supply Management Administrator	
NAME AND ADDRESS OF CONTRACTOR:	SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGN THIS CONTRACT:
_____	_____
_____	_____

THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH THE FORMAL BID DOCUMENTS



GUAM DEPARTMENT OF EDUCATION
MANUEL F.L. GUERRERO/ADMINISTRATION BUILDING
Government of Guam
P.O. Box DE, Hagatna, Guam 96932
Tel: 300-1581/1582 * Fax: 472-5001

INVITATION FOR BID (IFB) NO. : GDOE IFB 020-2011

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) Copy of Current: BUSINESS LICENSE OR, CONTRACTOR'S LICENSE
- (X) **MANDATORY PRE BID CONFERENCE: WEDNESDAY, FEBRUARY 23, 2011 AT 9:00 AM IN GUAM (Chamorro Standard Time, GMT +10)** in the Federal Programs Conference Room on the first (1st) floor of the Manuel F.L. Guerrero Administration Building.
- DEADLINE FOR SUBMISSION OF WRITTEN QUESTIONS OR REQUESTS FOR CLARIFICATION: TUESDAY MARCH 1, 2011 AT 5:00 PM IN GUAM (Chamorro Standard Time, GMT +10) IN THE OFFICE OF SUPPLY MANAGEMENT, MANUEL F.L. GUERRERO ADMINISTRATION BUILDING, 2ND FLOOR, SUITE B-220, 312 ASPINAL AVE., HAGATNA, GUAM 96932.**
- This is to advise all Prospective Bidders that this is a MANDATORY Pre-Bid Conference that will commence promptly at 9:00am. Any late arrivals will be considered as non-attendees and, therefore, their offers will be subject will be subject to disqualification and/or rejection in their entirety. Attendees will be required to register upon their arrival. Once the meeting has begun, the registration sheet will be removed and secured. The Guam Department of Education will not be responsible for any miscalculations of time zone conversion.
- A Conference Call procedure has been established for attendees not able to appear in person at the Mandatory Pre-Bid Conference. Conference Call attendees are required to call in at least ten (10) minutes prior to the start of the Mandatory Pre Bid Conference. Once the meeting has begun, a roll of attendees will be established. Attendees attempting to join the Conference Call after the roll has been established will be noted as being late arrivals and will be considered as non-attendees and, therefore, their offers will be subject to disqualification and/or rejection in their entirety. Call-In Number: (866) 692-3158 Participant Code: 5808558.
- (X) Must comply with the following requirements: **Date of signature of the person authorized to sign the bid and the notary date must be the same: Affidavit Disclosing Ownership & Commissions, Non- Collusion Affidavit, U.S. DOL Wage Determination (P.L. 26-111 and P.L. 28-165), 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 _____, 2011, I, _____, authorized representative of _____ acknowledge receipt of this special reminder to prospective bidders with the above referenced IFB.

Bidder Representative's Signature

THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH THE FORMAL BID DOCUMENTS



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 _____ 2011.

(PRINCIPAL) (SEAL)

(WITNESS)

(TITLE)

(MAJOR OFFICER OF SURETY)

(TITLE)

(MAJOR OFFICER OF SURETY)

(TITLE)

(RESIDENT GENERAL AGENT)

DOA 113/Rev. 4-1-87

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

Subscribed and sworn to before me
this ____ day of _____, 20__.

NOTARY PUBLIC
My commission expires: _____

This form shall be submitted in the Bid 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: ALL BIDS WILL REQUIRE ORIGINAL AFFIDAVITS.

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 and Date of one of the following:

- Offeror, if the offeror is an individual;
- Partner, if the offeror is a partnership;
- Officer, if the offeror is a corporation.

Subscribed and sworn to before me

this ____ day of _____, 20__.

NOTARY PUBLIC
My commission expires _____, _____.

This form shall be submitted in the bid 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 and Date of one of the following:
 Offeror, if the offeror is an individual;
 Partner, if the offeror is a partnership;
 Officer, if the offeror is a corporation.

Subscribed and sworn to before me
 this ____ day of _____, 20__.

 NOTARY PUBLIC
 My commission expires: _____, _____

This form shall be submitted in the Bid Envelope.

AG Procurement Form 004 (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 Bid Envelope.

AG Procurement Form 006 (Feb. 16, 2010)

WD 05-2147 (Rev.-12) was first posted on www.wdol.gov on 08/24/2010

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
 THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
 By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
 WASHINGTON D.C. 20210

Shirley F. Ebbesen | Division of | Wage Determination No.: 2005-2147
 Director | Wage Determinations | Revision No.: 12
 Date Of Revision: 08/19/2010

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		12.50
01012 - Accounting Clerk II		13.53
01013 - Accounting Clerk III		15.59
01020 - Administrative Assistant		17.67
01040 - Court Reporter		15.38
01051 - Data Entry Operator I		10.48
01052 - Data Entry Operator II		11.99
01060 - Dispatcher, Motor Vehicle		13.06
01070 - Document Preparation Clerk		12.25
01090 - Duplicating Machine Operator		12.25
01111 - General Clerk I		10.29
01112 - General Clerk II		11.28
01113 - General Clerk III		12.32
01120 - Housing Referral Assistant		17.15
01141 - Messenger Courier		10.12
01191 - Order Clerk I		11.23
01192 - Order Clerk II		12.25
01261 - Personnel Assistant (Employment) I		14.33
01262 - Personnel Assistant (Employment) II		14.90
01263 - Personnel Assistant (Employment) III		16.48
01270 - Production Control Clerk		18.34
01280 - Receptionist		9.67
01290 - Rental Clerk		11.10
01300 - Scheduler, Maintenance		13.75
01311 - Secretary I		13.75
01312 - Secretary II		15.38
01313 - Secretary III		17.15
01320 - Service Order Dispatcher		11.57
01410 - Supply Technician		17.67
01420 - Survey Worker		15.26
01531 - Travel Clerk I		11.61
01532 - Travel Clerk II		12.57
01533 - Travel Clerk III		13.44
01611 - Word Processor I		12.25
01612 - Word Processor II		13.75
01613 - Word Processor III		15.38
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		13.34
05010 - Automotive Electrician		13.06
05040 - Automotive Glass Installer		12.10
05070 - Automotive Worker		12.10
05110 - Mobile Equipment Servicer		8.59
05130 - Motor Equipment Metal Mechanic		13.06
05160 - Motor Equipment Metal Worker		12.10
05190 - Motor Vehicle Mechanic		13.06
05220 - Motor Vehicle Mechanic Helper		10.12
05250 - Motor Vehicle Upholstery Worker		12.10
05280 - Motor Vehicle Wrecker		12.10
05310 - Painter, Automotive		12.37
05340 - Radiator Repair Specialist		12.10
05370 - Tire Repairer		7.81
05400 - Transmission Repair Specialist		12.10
07000 - Food Preparation And Service Occupations		
07010 - Baker		10.47
07041 - Cook I		9.54
07042 - Cook II		11.78
07070 - Dishwasher		7.25
07130 - Food Service Worker		7.78
07210 - Meat Cutter		11.86
07260 - Waiter/Waitress		7.59
09000 - Furniture Maintenance And Repair Occupations		

09010 - Electrostatic Spray Painter	14.38
09040 - Furniture Handler	8.85
09080 - Furniture Refinisher	14.38
09090 - Furniture Refinisher Helper	10.66
09110 - Furniture Repairer, Minor	12.51
09130 - Upholsterer	14.38
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.23
11060 - Elevator Operator	8.23
11090 - Gardener	10.99
11122 - Housekeeping Aide	8.33
11150 - Janitor	8.23
11210 - Laborer, Grounds Maintenance	9.14
11240 - Maid or Houseman	7.25
11260 - Pruner	8.23
11270 - Tractor Operator	10.33
11330 - Trail Maintenance Worker	9.14
11360 - Window Cleaner	9.14
12000 - Health Occupations	
12010 - Ambulance Driver	15.81
12011 - Breath Alcohol Technician	15.81
12012 - Certified Occupational Therapist Assistant	21.70
12015 - Certified Physical Therapist Assistant	21.70
12020 - Dental Assistant	13.20
12025 - Dental Hygienist	29.85
12030 - EKG Technician	23.96
12035 - Electroneurodiagnostic Technologist	23.96
12040 - Emergency Medical Technician	15.81
12071 - Licensed Practical Nurse I	14.14
12072 - Licensed Practical Nurse II	15.81
12073 - Licensed Practical Nurse III	17.63
12100 - Medical Assistant	11.54
12130 - Medical Laboratory Technician	14.14
12160 - Medical Record Clerk	11.82
12190 - Medical Record Technician	13.59
12195 - Medical Transcriptionist	14.14
12210 - Nuclear Medicine Technologist	34.75
12221 - Nursing Assistant I	10.03
12222 - Nursing Assistant II	11.30
12223 - Nursing Assistant III	12.31
12224 - Nursing Assistant IV	13.84
12235 - Optical Dispenser	15.81
12236 - Optical Technician	14.14
12250 - Pharmacy Technician	13.41
12280 - Phlebotomist	13.84
12305 - Radiologic Technologist	22.64
12311 - Registered Nurse I	20.70
12312 - Registered Nurse II	25.32
12313 - Registered Nurse II, Specialist	25.32
12314 - Registered Nurse III	30.64
12315 - Registered Nurse III, Anesthetist	30.64
12316 - Registered Nurse IV	36.72
12317 - Scheduler (Drug and Alcohol Testing)	19.59
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	15.06
13012 - Exhibits Specialist II	18.66
13013 - Exhibits Specialist III	22.83
13041 - Illustrator I	15.06
13042 - Illustrator II	18.66
13043 - Illustrator III	22.83
13047 - Librarian	20.66
13050 - Library Aide/Clerk	12.00
13054 - Library Information Technology Systems Administrator	18.66
13058 - Library Technician	15.06
13061 - Media Specialist I	13.46
13062 - Media Specialist II	15.06
13063 - Media Specialist III	16.80
13071 - Photographer I	12.82
13072 - Photographer II	14.32
13073 - Photographer III	17.75
13074 - Photographer IV	21.73
13075 - Photographer V	26.30
13110 - Video Teleconference Technician	12.91
14000 - Information Technology Occupations	
14041 - Computer Operator I	13.65
14042 - Computer Operator II	15.76
14043 - Computer Operator III	17.56
14044 - Computer Operator IV	19.50
14045 - Computer Operator V	21.81
14071 - Computer Programmer I	15.73
14072 - Computer Programmer II	19.50
14073 - Computer Programmer III	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		13.65
14160 - Personal Computer Support Technician		19.50
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)		33.30
15050 - Computer Based Training Specialist / Instructor		24.23
15060 - Educational Technologist		22.82
15070 - Flight Instructor (Pilot)		33.30
15080 - Graphic Artist		20.47
15090 - Technical Instructor		17.65
15095 - Technical Instructor/Course Developer		21.58
15110 - Test Proctor		13.87
15120 - Tutor		13.87
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		8.08
16030 - Counter Attendant		8.08
16040 - Dry Cleaner		9.34
16070 - Finisher, Flatwork, Machine		8.08
16090 - Presser, Hand		8.08
16110 - Presser, Machine, Drycleaning		8.08
16130 - Presser, Machine, Shirts		8.08
16160 - Presser, Machine, Wearing Apparel, Laundry		8.08
16190 - Sewing Machine Operator		9.86
16220 - Tailor		10.33
16250 - Washer, Machine		8.46
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		14.49
19040 - Tool And Die Maker		18.20
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		12.49
21030 - Material Coordinator		18.34
21040 - Material Expediter		18.34
21050 - Material Handling Laborer		10.65
21071 - Order Filler		9.66
21080 - Production Line Worker (Food Processing)		12.49
21110 - Shipping Packer		13.33
21130 - Shipping/Receiving Clerk		13.33
21140 - Store Worker I		13.23
21150 - Stock Clerk		18.58
21210 - Tools And Parts Attendant		12.49
21410 - Warehouse Specialist		12.49
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		20.69
23021 - Aircraft Mechanic I		19.70
23022 - Aircraft Mechanic II		20.69
23023 - Aircraft Mechanic III		21.74
23040 - Aircraft Mechanic Helper		13.70
23050 - Aircraft, Painter		18.50
23060 - Aircraft Servicer		16.09
23080 - Aircraft Worker		17.38
23110 - Appliance Mechanic		14.49
23120 - Bicycle Repairer		9.74
23125 - Cable Splicer		15.43
23130 - Carpenter, Maintenance		13.00
23140 - Carpet Layer		13.55
23150 - Electrician, Maintenance		14.99
23181 - Electronics Technician Maintenance I		14.72
23182 - Electronics Technician Maintenance II		15.05
23183 - Electronics Technician Maintenance III		18.31
23260 - Fabric Worker		12.60
23290 - Fire Alarm System Mechanic		15.43
23310 - Fire Extinguisher Repairer		11.67
23311 - Fuel Distribution System Mechanic		15.43
23312 - Fuel Distribution System Operator		13.01
23370 - General Maintenance Worker		11.95
23380 - Ground Support Equipment Mechanic		19.70
23381 - Ground Support Equipment Servicer		16.09
23382 - Ground Support Equipment Worker		17.38
23391 - Gunsmith I		11.67
23392 - Gunsmith II		13.55
23393 - Gunsmith III		15.43
23410 - Heating, Ventilation And Air-Conditioning Mechanic		15.76
23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)		16.55
23430 - Heavy Equipment Mechanic		15.15
23440 - Heavy Equipment Operator		13.73
23460 - Instrument Mechanic		15.43
23465 - Laboratory/Shelter Mechanic		14.49
23470 - Laborer		10.65

23510 - Locksmith	14.49
23530 - Machinery Maintenance Mechanic	17.38
23550 - Machinist, Maintenance	15.43
23580 - Maintenance Trades Helper	9.92
23591 - Metrology Technician I	15.43
23592 - Metrology Technician II	16.41
23593 - Metrology Technician III	17.37
23640 - Millwright	15.43
23710 - Office Appliance Repairer	14.38
23760 - Painter, Maintenance	13.55
23790 - Pipefitter, Maintenance	15.32
23810 - Plumber, Maintenance	14.38
23820 - Pneudraulic Systems Mechanic	15.43
23850 - Rigger	15.43
23870 - Scale Mechanic	13.55
23890 - Sheet-Metal Worker, Maintenance	15.21
23910 - Small Engine Mechanic	13.55
23931 - Telecommunications Mechanic I	19.01
23932 - Telecommunications Mechanic II	19.76
23950 - Telephone Lineman	18.24
23960 - Welder, Combination, Maintenance	14.66
23965 - Well Driller	15.43
23970 - Woodcraft Worker	15.43
23980 - Woodworker	11.67
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.09
24580 - Child Care Center Clerk	12.58
24610 - Chore Aide	12.43
24620 - Family Readiness And Support Services Coordinator	12.44
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	15.43
25040 - Sewage Plant Operator	14.49
25070 - Stationary Engineer	15.43
25190 - Ventilation Equipment Tender	10.73
25210 - Water Treatment Plant Operator	14.49
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.90
27007 - Baggage Inspector	7.35
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	7.37
27102 - Guard II	10.90
27131 - Police Officer I	12.05
27132 - Police Officer II	13.40
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	9.53
28042 - Carnival Equipment Repairer	10.08
28043 - Carnival Equipment Worker	7.78
28210 - Gate Attendant/Gate Tender	13.18
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	14.74
28510 - Recreation Aide/Health Facility Attendant	10.76
28515 - Recreation Specialist	18.26
28630 - Sports Official	11.74
28690 - Swimming Pool Operator	17.71
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	15.20
29020 - Hatch Tender	15.20
29030 - Line Handler	15.20
29041 - Stevedore I	14.22
29042 - Stevedore II	16.25
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
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	21.93
30061 - Drafter/CAD Operator I	17.49
30062 - Drafter/CAD Operator II	19.56
30063 - Drafter/CAD Operator III	20.74
30064 - Drafter/CAD Operator IV	24.21
30081 - Engineering Technician I	14.62
30082 - Engineering Technician II	16.41
30083 - Engineering Technician III	18.36
30084 - Engineering Technician IV	22.34
30085 - Engineering Technician V	27.83

30086 - Engineering Technician VI	33.66
30090 - Environmental Technician	21.10
30210 - Laboratory Technician	20.74
30240 - Mathematical Technician	23.34
30361 - Paralegal/Legal Assistant I	19.06
30362 - Paralegal/Legal Assistant II	21.53
30363 - Paralegal/Legal Assistant III	26.35
30364 - Paralegal/Legal Assistant IV	30.80
30390 - Photo-Optics Technician	21.93
30461 - Technical Writer I	22.17
30462 - Technical Writer II	27.10
30463 - Technical Writer III	32.79
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	20.74
Surface Programs	
30621 - Weather Observer, Senior (see 2)	23.00
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	8.15
31030 - Bus Driver	9.69
31043 - Driver Courier	8.97
31260 - Parking and Lot Attendant	7.25
31290 - Shuttle Bus Driver	9.99
31310 - Taxi Driver	8.21
31361 - Truckdriver, Light	8.97
31362 - Truckdriver, Medium	11.61
31363 - Truckdriver, Heavy	12.48
31364 - Truckdriver, Tractor-Trailer	12.48
99000 - Miscellaneous Occupations	
99030 - Cashier	7.46
99050 - Desk Clerk	9.70
99095 - Embalmer	22.74
99251 - Laboratory Animal Caretaker I	16.24
99252 - Laboratory Animal Caretaker II	17.04
99310 - Mortician	22.74
99410 - Pest Controller	13.28
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	10.76
99711 - Recycling Specialist	16.27
99730 - Refuse Collector	10.24
99810 - Sales Clerk	8.95
99820 - School Crossing Guard	15.03
99830 - Survey Party Chief	20.30
99831 - Surveying Aide	11.54
99832 - Surveying Technician	15.00
99840 - Vending Machine Attendant	20.19
99841 - Vending Machine Repairer	23.57
99842 - Vending Machine Repairer Helper	20.19

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.50 per hour or \$140.00 per week or \$606.67 per month

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 4174)

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 regrading 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.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006,

unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

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. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. (See Section 4.6 (C)(vi)) 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 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 Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 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 decision to the contractor.
- 6) The contractor informs the affected employees.

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" (the Directory) should be used to compare job definitions to insure 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.

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 and Date 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 Bid Envelope.

 AG Procurement Form 007 (Jul. 15, 2010)



Special Provisions

RE: GDOE E-RATE NETWORK (GENET) 2011

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 (5GCA, 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 (5GCA, 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 bided 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 one (1) (Basic) item prices and the bidder shall explain fully that supplies, materials, equipment, and/or services comply with contract documents. 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.

- [] 12. **PERFORMANCE BOND REQUIREMENT:** The Bidder will be required to furnish a Performance Bond on either a Government Standard Form PB-1, standby irrevocable Letter of Credit or Certified Check or Cashier's Check payable to the Treasurer of Guam issued by any of the local Banks or Bonding Institution in the amount equal to one hundred percent (100%) of the contract prices as security for the faithful performance and proper fulfillment of the contract. In the event that any of the provisions of this contract are violated by the Contractor, the Supply Management Administrator shall serve written notice upon both the Contractor and the Surety of its intention to terminate the contract. Unless satisfactory arrangement or correction is made within ten (10) days of such notice the contract shall cease and terminate upon the expiration of the ten (10) days. In the event of such termination, the Supply Management Administrator shall immediately serve notice thereof upon the Surety. The Surety shall have the right to take over and perform the contract, provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing of notice of termination, the Government may take over and prosecute the same to complete the contract or force account for the account and at the expense of the Contractor, and the Contractor and his Surety shall be liable to the Government for any excess cost occasioned the Government thereby (GDOEPR Section 3.9.3.4.) Insert new provisions of Performance Bond by P.L. 27-127.
- [X] 13. **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.
- [X] 14. **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.
- [X] 15. **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.
- [X] 16. **DETERMINATION OF RESPONSIBILITY OF BIDDERS:** The SUPPLY MANAGEMENT ADMINISTRATOR 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 3-40).
- [X] 17. **STANDARD FOR DETERMINATION OF LOWEST RESPONSIBLE BIDDER:** In determining the lowest responsible offer, the SUPPLY MANAGEMENT ADMINISTRATOR 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.
- [X] 18. **TIE 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).
- [] 19. **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.

- [] 20. **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.
- [] 21. **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.
- [] 22. **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.
- [X] 23. **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 waiving 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).
- [] 24. **MARKING:** Each outside container shall be marked with the Purchase Order number, item number, brief item description and quantity. Letter marking shall not be less than 3/4" in height.
- [X] 25. **SCHEDULE FOR DELIVERY:** Successful bidder shall notify our office at 300-1581 at least twenty-four (24) hours before delivery of any item under this solicitation.
- [] 26. **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.
- [] 27. **MANUFACTURER'S CERTIFICATE:** Successful bidder is required, upon delivery of any item under this contract, to furnish a certificate from the manufacturer indicating 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.
- [X] 28. **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.
- [] 29. **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.
- [] 30. **SAFETY INSPECTION:** All motor vehicles delivered under this contract must pass the Government of Guam Vehicle Inspection before delivery at destination.

[X] 31. **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.**

[X] 32. **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 II (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter II of the Guam Procurement Regulations.

[X] 33. **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 II-207).

[X] 34. **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.

[X] 35. **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.

[X] 36. **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.I of the Guam Procurement Regulations.

[X] 37. **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.I of the Guam Procurement Regulations.

[X] 38. **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.

[X] 39. **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.

[X] 40. **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.

- [X] 41. **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).
- [X] 42. **PHYSICAL LIABILITY:** If it becomes necessary for the Contractor, either as principal, agent or employee, to enter upon the premises or property of the Government of Guam in order to service, 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.
- [X] 43. **RESTRICTIONS ON SEX OFFENDERS (Pursuant to Public Laws 28-24):** If a contract for services is awarded to the bidder or offeror, then the service provider must warrant that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of the Guam Code Annotated or of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore 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 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 hours of notice from the Government, and the service provider shall notify the Government when action has been taken. If the service provider fails to take corrective steps within twenty-four hours of notice from the Government, then the Government in its sole discretion may suspend temporarily any contract for services until corrective action has been taken.
- [X] 44. **PREVAILING WAGE DETERMINATION (Pursuant to Public Law 26-11): AN ACT TO ADD ARTICLE 13 TO CHAPTER 5 OF TITLE 5 OF THE GUAM CODE ANNOTATED, RELATIVE TO ESTABLISHING MINIMUM AND PREVAILING WAGE DETERMINATIONS, LEAVE REQUIREMENTS AND BENEFIT REQUIREMENTS FOR EMPLOYEES OF SERVICE AND OTHER CONTRACTORS OF THE GOVERNMENT OF GUAM.**

Section 1. Legislative Findings and Intent. I Liheslaturan Guáhan finds that there are no prevailing wages, or set benefits, established for employees of private contractors awarded service and other contracts by the government of Guam, except to the extent that the minimum wage law applies, and specifically to the extent that the Federal prevailing wage applies to construction contractors.

This lack of minimum standards sets an insecure and uneven playing field for businesses wishing to do business with the government of Guam in the service area. Moreover, and more critically, it forcefully depresses wages and benefits among employees of firms doing business with the government of Guam, as firms are compelled to reduce bids in order to remain competitive with other bidders. I Liheslaturan Guáhan finds this to be inequitable and detrimental for the employees of these private firms.

Section 2. Article 13 is hereby added to Chapter 5 of Title 5 of the Guam Code Annotated to read as follows:

ARTICLE 13.

WAGE AND BENEFIT DETERMINATION.

Section 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.

Section 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.

Section 5803. Department of Labor Monitoring and Penalizing Authority. The Guam Department of Labor, or its successor, shall monitor compliance with the provisions of this Article. The Director of the Department of Labor, or that person=s successor, shall investigate possible or reported violations of the provisions of this Article, and shall forward such findings to the Chief Procurement Officer of the General Services Agency, or that person=s successor.

The Department of Labor, or its successor, shall promulgate rules and regulations, pursuant to the Administrative Adjudication Law, as needed to ensure the equitable investigation of violations and the maintenance of due process, as well as the assessment of monetary penalties in the event of a violation, providing that such monetary penalties shall be limited to the assessment of daily penalties of no less than One Hundred Dollars (\$100.00) per day, and no more than One Thousand Dollars (\$1,000.00) per day, until such time as a violation has been corrected, as well as the payment of all back wages and benefits due.

Section 5804. Probation and Appeal. A contractor who violates the provisions of this Article, as determined by the process authorized in 5803 of this Article, may be placed on a probationary status by the Chief Procurement Officer of the General Services Agency, or its successor, for a period of one (1) year. During such probationary status, a contractor shall not be awarded any contract by any instrumentality of the government of Guam. A contractor who has been placed on probationary status pursuant to this Article, or who has been assessed a monetary penalty pursuant to this Article, may appeal such penalty or probationary status to the Superior Court of Guam.

[X] 45. MANDATORY DISPUTES CLAUSE (2 GAR DIV. 4 § 9103(g))

Section I. Mandatory Disputes Clause (2 GAR Div. 4 § 9103(g)).

- 1.1 The Government and the Consultant agree to attempt resolution of all controversies which arise under, or are by virtue of, this Agreement through mutual agreement. If the controversy is not resolved by mutual agreement, then the Consultant shall request the Government in writing to issue a final decision within sixty days after receipt of the written request. If the Government does not issue a written decision within sixty days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Consultant may proceed as though the Government had issued a decision adverse to the Consultant.
- 1.2 The Government shall immediately furnish a copy of the decision to the Consultant, by certified mail with a return receipt requested, or by any other method that provides evidence of receipt.
- 1.3 The Government's decision shall be final and conclusive, unless fraudulent or unless the Consultant appeals the decision.
- 1.4 This subsection applies to appeals of the Government's decision on a dispute. For money owed by or to the Government under this Agreement, the Consultant shall appeal the decision in accordance with the Government Claims Act by initially filing a claim with the Office of the

Attorney General no later than eighteen months after the decision is rendered by the Government or from the date when a decision should have been rendered. For all other claims by or against the Government arising under this Agreement, the Office of the Public Auditor has jurisdiction over the appeal from the decision of the Government. Appeals to the Office of the Public Auditor must be made within sixty days of the Government's decision or from the date the decision should have been made.

1.5 The Consultant shall exhaust all administrative remedies before filing an action in the Superior Court of Guam in accordance with applicable laws.

1.6 The Consultant shall comply with the Government's decision and proceed diligently with performance of this Agreement pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, this Agreement, except where the Consultant claims a material breach of this Agreement by the Government. However, if the Government determines in writing that continuation of services under this Agreement is essential to the public's health or safety, then the Consultant shall proceed diligently with Performance of the Agreement notwithstanding any claim of material breach by the Government

[X] 46. **Section 2. Claims against Government.** The Consultant expressly recognizes that the Government Claims Act (Title 5 of the Guam Code Annotated, Chapter 6) applies with respect only to claims of money owed by or to the Consultant against the Government if the claim arises out of or in connection with this Agreement. The Consultant also expressly recognizes that all other claims by the Consultant against the Government are subject to the Guam Procurement Law (Title 5 of the Guam Code Annotated, Chapter 5).

[X] 47. **Section 3. Consent to Jurisdiction.** The Consultant hereby expressly consents to the jurisdiction of and the forum of the courts of Guam with respect to any and all claims which may arise by reason of this Agreement, except as otherwise may be provided by the Guam Procurement Law. The Consultant waives any and all rights it may otherwise have to contest the same or to speed in a different jurisdiction of forum.

[X] 48. **Section 4. Mandatory Representations by Consultant.**

4.1 **General Ethical Standards (2 GAR Div. 4 § 1103(b)).** With respect to this Agreement and any other contract that the Consultant may have, or wish to enter into, with any government of Guam agency, the Consultant represents that it will not knowingly influence, any government employee to breach any of the ethical standards set forth in the Guam Procurement Law and in any of the Guam Procurement Regulations.

4.2 **Prohibition against Gratuities and Kickbacks (2 GAR Div. 4 § 1107(e)).** With respect to this Agreement and any other contract that the Consultant may have or wish to enter into with any government of Guam agency, the Consultant represents that he has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in the Guam Procurement Regulations.

4.3 **Prohibition against Contingent Fees (2 GAR Div. 4 § 1108(h)).** The Consultant represents that it has not retained a person or anyone upon an agreement or understanding for percentage, commission, brokerage, or other contingent arrangement, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

[X] 49. **AVAILABILITY OF FUNDS:** All terms of this contract are based upon the availability of funds. In the event funds become unavailable or non-appropriated, contractor will be reimbursed unamortized reasonably incurred non-recurring costs.

[X] 50. **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: _____



GOVERNMENT OF GUAM

SEALED BID SOLICITATION INSTRUCTIONS

1. **BID FORMS:** Each bidder shall be provided with one (1) set 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 initialed 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.
 - 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

SUPPLEMENTAL TERMS AND CONDITIONS

1. This IFB contains --- different scopes of work. Bidders shall submit separate bids for each scope of work for which they would like to be considered. GDOE may contract separately for each scope of work, or when deemed in the best interest of the GDOE, may combine contracts for scopes of work. Every contract awarded and executed pursuant to this IFB shall be considered as a distinct and separate contract.
2. Any contract awarded and executed pursuant to this IFB may contain, at GDOE's option, the following clauses:
 - a. All telecommunication services shall have a 99.9% uptime on a daily basis. Failure by the contractor to meet this standard shall entitle GDOE to liquidated damages at the rate of 5% of the monthly cost for services for each day after the first 24 hour period that the stated uptime rate is not met.
 - b. GDOE may terminate services for GDOE's convenience upon thirty days notice to the contractor. GDOE shall not be liable for any service costs after expiration of the thirty day notice period.
3. Type of contract. Any contract issued pursuant to this IFB may be a multi-term contract, with the first term being from the date of full execution of the contract for three years thereafter, with two options to renew for a term of one year each. Each subsequent year of the first term and each renewal shall be subject to the availability of funds, and if sufficient funds are not available to GDOE, GDOE shall timely inform the contractor of the non-availability of funds and the contract renewals shall be canceled. Bidders should submit price bids for the entire multi-term period of five years. Awards pursuant to this IFB will be made based on comparison of bid prices for the five year term. In the event a multi-term contract is awarded and executed and subsequently cancelled, the contractor will be reimbursed unamortized reasonably incurred non-recurring costs.
4. All bidders are required to provide a current and accurate Service Provider Identification Number (SPIN) issued by the Universal Service Administrative Company (USAC).
5. All contracts awarded and executed pursuant to this IFB shall be subject to the rules and regulations of the U.S. Schools and Libraries Division, the Rural Health Care Program, the Universal Service Administrative Company, and the Federal Communications Commission.

This procurement is being funded, either wholly or in part, by monies granted to GDOE by the U.S. Department of Education. The GDOE has been designated a "high-risk" grantee under 34 CFR § 80.12 by the USDOE and GDOE is therefore subject to certain Special Conditions and directives and, additionally, bears special responsibilities and requirements imposed by those Special Conditions.¹ GDOE is obligated by this High-Risk designation to comply with the procurement regulations set forth in Education Department General Administration Regulations ("EDGAR"), the relevant sections of which are specifically outlined in 34 CFR § 80.36 (b)-(j). In the event that a conflict arises between Government of Guam and GDOE procurement laws and regulations, federal laws and regulations shall prevail.

EDGAR may be accessed via the Internet by clicking the following link <http://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html>, by dialing the following number 866-512-1800, or in writing by sending correspondence to the Superintendent of Documents, P.O. Box 37954, Pittsburgh, PA 15250-7954.

GUAM DEPARTMENT OF EDUCATION
GOVERNMENT OF GUAM



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
GOVERNMENT OF GUAM



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 (DOEPR 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: _____

**GUAM DEPARTMENT OF EDUCATION
OFFICE OF SUPPLY MANAGEMENT**

**GDOE E-RATE NETWORK (GENET) 2011
FORMAL BID #: GDOE IFB 020-2011**

SCOPE OF WORK

Section 1 - Telecommunication Services

Part 1 – Telephone Services

A. GENERAL REQUIREMENTS

The Department of Education requires Central Office Telephone Services known generally as Centrex services. The Centrex services may be provided by the Incumbent Local Exchange Carrier (ILEC) or Competitive Local Exchange Carriers (CLECs) that meet the following specifications for Centrex services.

1. GDOE requires telephone services for each of its schools and offices.
2. The Bidder shall complete **Part 1 Bid Form** related to services and costs.
3. The Bidder must be authorized by the Guam Public Utilities Commission to offer local exchange telephone services as an Incumbent or Competitive Local Exchange Carrier.
4. The Bidder is able to provide Centrex plain old telephone services and enhanced Centrex services as specified in the system and station features in the section which follow.
5. The Bidder shall provide all of the services through underground telecommunication interconnection and hardened Central Office facilities.
6. The Bidder may use analog or digital signaling for the feature phones. However, if digital signaling is used, the Bidder shall describe the impact that it may have on the Centrex service during power outages.
7. The Bidder shall use the existing main and intermediate distribution frames and Inside Wire (IW).
8. The Bidder shall be responsible for the maintenance of all Inside Wire (IW) where existing services are provided.
 - a. The Bidder shall be responsible for inside wire maintenance and shall reflect the cost for any inside wire in the line cost. IW maintenance shall include replacement due to pests that may eat through IW.
 - b. Should new Inside Wire (IW) be required for new phone service, the Bidder shall be required to provide the new Inside Wire. All IW will include standard jacks and equipment and shall be installed 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.

9. The Bidder shall provide a description of the telephone system and station features, functions, and accessories.
10. The Bidder shall be responsible for interconnecting the Centrex service to the voice circuit at the building distribution frame and use the building distribution wiring.
11. The Bidder shall provide Caller ID (name and number) on the display phones.
12. The Bidder shall block inbound calls from specific telephone numbers on a requested basis. This will mean that the calling number is not passed through to the called party.
13. The Bidder shall provide equal access and enable GDOE to select a long-distance carrier. The Bidder shall direct all long-distance calls to the LD carriers selected by GDOE. The Bidder shall ensure that Calling Party ID is passed through the carrier circuits.
14. The Bidder shall provide to GDOE Station Message Detail Recording (SMDR) and Long Distance call data by station line, authorization code, number called, date, time of call start, time of call end, and number of minutes and seconds. The data shall be provided in electronic form as an excel spreadsheet or other data file format as directed by the GDOE. The data shall be provided on a monthly basis and within 2 working days following the last day of the month.
15. The Bidder shall provide a trouble call number for problems in a 365 x 7 x 24 basis. The Bidder shall be required to respond to any trouble calls within two (hours).
16. The Bidder shall provide a trouble ticket tracking system with Web based access that enables updating and direct recordation of the status of the trouble response. The system must also enable the recordation of communication between the trouble call center and the customer.
17. The Bidder shall provide, at no cost, the election of GDOE not to publish numbers.
18. The service shall enable the user to set and configure the feature options through a Web Based interface.
19. Enhanced E911 - The-service-must-at-the-time of installation be able-to-pass identifying digits from an originating station for Enhanced 911 calling party location. At a minimum, the service must be able to identify the building location. It must be able to be originated from both proprietary digital telephones as well as analog telephones. The E911 call must be received at the Guam E911 Public Service Answering Point (PSAP) that serves the geographical area of the calling station's physical location.
20. E911 Event Notification capability – The service must enable the administrator to automatically send a text message and/or email message to notify authorized individuals that an E911 call has been placed and the originating number of the call.

21. Flexible Numbering Plan -The service must have the capability to function within a variable numbering plan arrangement for station address designation.
22. The Bidder shall comply with Communications Assistance for Law Enforcement Act (CALEA).

SYSTEM AND STATION FEATURES

23. Electric Power – The handsets shall be able to operate through power provided through the phone line from the Central Office. Feature display sets shall be line powered during power outages. Please indicate what features will be lost during a power outage.
24. Dialing – The Bidder must have Dual Tone Multi-Frequency (DTMF) Dialing.
25. Wireless Hands-Free – The Bidder shall propose wireless headsets for both single and multi-line feature phones.
26. Voice Records – The Bidder shall propose an ancillary device that would enable both single and multi-line feature phones to record calls and store the recording on Windows desktop computers.
27. Station Toll Restriction – Stations through their individual class of service may be restricted to various pre-programmed dialing levels, thus prohibiting certain stations from various levels of toll access.
28. Call Pickup – This feature permits one station to answer incoming calls originally directed to another station. This feature shall operate both within defined groups of stations as well as in between groups as a directed call pickup of a particular station.
29. Call Forwarding – This feature allows a call directed to a station to be routed either to another station, a local exchange station or the attendant with the following variations.
30. Call Forwarding Variable – Forwards all calls.
31. Call Forwarding Busy - Forwards calls only if the called station is busy.
32. Call Forwarding Don't Answer - Forwards calls only if the called station does not answer within a variable pre-programmed time.
33. Call Waiting and Call Waiting Intra-Group - During any call in progress, another incoming call shall cause a distinctive tone to be applied to the called party denoting another call is waiting. The called station can either place the call in progress on hold or disconnect or chose to ignore the incoming call. Service must also be able to disable this feature.
34. Distinctive Ringing -A distinctive ringing cycle must be provided when either the attendant or a trunk with direct inward dialing calls a station. This particular ringing cycle will differ from the fringing cycle of a station-to-station call.

35. Call Park - During any call in progress, the subscriber shall be able to place the call in a "park" position by activating the switch hook flash and dialing the appropriate feature code. The subscriber can then go on-hook and make other calls. Any subscriber can connect to the parked call by dialing the call park retrieval code. If a call has been parked for longer than a variable pre-programmed interval (30-180 seconds) it shall automatically be rerouted to the originator of attendant.
36. Service Speed Calling - This service allows the station users within the system to call any list of pre-programmed numbers, either local or distant, by dialing an abbreviated code or two or three digits. The list of abbreviated codes is common to each subscriber in the service.
37. Common Hold - Ability to retrieve a call from any station or station appearance by using a common pre-determined code.
38. Last Number Redial - Ability to dial a pre-determined common code and redial a number called either on or off the Centrex system.
39. Multi-Way/3-Way Conference Calling - The called party or the calling party can add a third person to the call by briefly depressing the key or switch hook for dial tone.
40. Message Waiting - The ability to have a message waiting indication by stutter dial tone on all sets and both stutter dial tone and indicator lamp on display sets.
41. Voice Mail Option - The Bidder shall provide Voice Mail Services.
 - a. Voice Mail Service shall be capable of holding 20 minutes of voice mail messages for every service line as provided for in the services feature description.
 - b. The Voice Mail Service must provide password controlled access and enable the subscriber to change the password.
 - c. The Voice Mail must allow the station with password access to play, replay, rewind, skip, delete and save a message.
 - d. The Voice Mail Service must enable the station to play, record, modify, and delete a personal greeting.
 - e. The Voice Mail Service shall provide an option for a subscriber to send a copy of the voice mail in wav or mp3 format to the electronic mail address of the voice mail user with the date and time on the email. The Voice Mail shall remain available for use.

B. TELEPHONE STATIONS

1. The Bidder shall offer a range of analog, single line feature phone, and multi-line feature phone. The phone specifications and user manuals must be included in the Bid Proposal.
2. The Bidder must also provide a three (3) year lease to purchase option for the phones.

3. All feature phones must have hands-free speakerphone capability.
4. The Bidder phones must have an option for wireless handsets.
5. The Bidder phones must have an option for recording calls and saving it to a desktop computer.
6. Voice Recording – The Bidder must provide an optional ability to have the voice conversation recorded as a .wav or .mp3 files and sent to an email address with the date and time on the email or stored on a user computer.

C. SPECIAL TERMS AND CONDITIONS

1. The Bidder shall indicate in Part 1A whether the Bidder complies with the service levels proposed for GDOE. If the Bidder complies with a service level, the Bidder must provide a feature phone that meets all of the requirements, including providing multiple function keys to activate the services.
2. Cost
 - a. The Bidder shall provide the total monthly recurring charges (MRC) for the Feature Levels as found in **Part 1 Bid Form**. The Bidder shall specify the line charge, phone charge, any universal service fee, any tax, and any other MRC charge. The Bidder shall provide a total MRC that includes all rate elements, including any taxes, universal service charge, and so on.
 - b. The Bidder shall provide a separate purchase cost and monthly lease for the telephones. The Bidder shall provide a monthly lease shall include maintenance and be replaced by the Bidder, except for to purchase, and maintenance.
3. The Bidder must provide, on a monthly basis, a complete, comma delimited data file of all services and charges (including, but not limited to monthly cost, taxes, instrument charge, and others) by the line. The data file must include data fields for the Department, location, line number, and other descriptive information required by GDOE.
4. Any additional services will be treated as separate charges.
5. The Bidder must describe the specific Class 5 switch in the Bid Response. The Bidder must describe the type, capacity, and features of the switch in the technical description of the system and service. The Bidder shall provide installation cost for new services.

Part 2. Digital Transmission Services

A. CURRENT SERVICES

The GDOE is currently deploying the use of Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI) digital data circuits for voice connectivity between schools and Central offices.

B. REQUIREMENTS

1. GDOE requires the use of ISDN PRI circuits for voice connectivity between schools and central offices and the Public Switched Telephone Network (PSTN). It may also require the continued use of T-1 circuits for data purposes.
2. GDOE is soliciting proposals from Bidders who can provide Digital Transmission Services as defined in the Eligible Services List. 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 costs.
3. The Bidder is also required to provide information whether any service or part thereof, is not eligible for E-rate funding and the requirements for the GDOE to provision for those costs outside of E-rate.
4. The successful Bidder must be able to exchange voice calls between the PSTN and the GDOE voice network.
5. The Bidder shall provide the ability to report service problems via local or toll free number, email, and website on a 7x24 basis.
6. The Bidder will provide trouble ticket tracking and updates via email.
7. Bidder is to describe the service it proposes, the equipment and its cost for the GDOE to utilize the service and the provisioning time for the service to be initiated.
8. Bidder is to propose an installation cost for the ISDN PRI, T-1, or any of the digital transmission services it proposes, the monthly recurring charges and a total annual cost that excludes activation and incidental onetime costs.
9. Communications cables that connect the GDOE schools and other locations to the Bidder's network will be buried and any costs to install these cables and the services to the GDOE equipment location in each school should be included in the cost of the Bidders proposal.

C. SPECIAL CONDITIONS

1. The Bidder must submit Cost Proposal on Part 2 Bid Form(s).

2. If the Digital Transmission Services requires ineligible equipment or services, these must be itemized so they can be cost allocated out of the funding request to SLD.
3. Bidder shall define any conditions for providing services beginning July 1, 2011 if the SLD funding commitment for the service period has not yet been received prior to the service start date.
4. At the time of submission, the Bidder must provide evidence of meeting the following eligibility requirements to provide the services specified for this section.
 - a. Bidder must be classified by the SLD as an Eligible Telecommunications Provider (ETP).
 - b. Bidder must possess a Universal Service Administrative Company Filer ID number.
 - c. Bidder must possess a Certificate of Authority to provide Local Exchange Services issued by the Guam Public Utilities Commission.
 - d. If not the Incumbent Local Exchange Carrier, then the Bidder must provide a Guam Public Utilities Commission approved Interconnection Agreement between the Bidder and the Incumbent Local Exchange Carrier.

D. CONTRACT AWARD

1. The contract that will be awarded will be for a period of 5 years with the potential for two (2) one-year extensions.
2. The GDOE reserves the right to terminate the contract for convenience with a 60-day notification and to issue a re-bid for the service.
3. The contract and its annual continuation shall be contingent upon annual approvals by the Schools and Libraries Division of the Universal Service Administrative Company (USAC), funding by the U.S. Congress, and the availability of matching funds by the GDOE.
4. The award will be made to the Bidder garnering the highest points received from the technical and cost proposal based on the established criteria and weights for evaluation.

E. BILLING AND PAYMENT SCHEDULE

1. Billing for the federal share shall be made directly to the SLD in accordance with the procedures of the SLD. A copy of the invoice submitted to SLD shall be provided to the GDOE.
2. Billing for the GDOE portion shall be billed directly to the GDOE on a monthly basis unless otherwise directed.

End of Part 2 Digital Transmission Services

Part 3. Long Distance Telephone Services

A. GENERAL REQUIREMENTS

The Department of Education will require Long Distance (LD) telecommunication services to the world. Most of the LD traffic will be to the United States with significant traffic to the CNMI, the Freely Associated States, and nearby Asian countries. There will also be calls to other parts of the world.

The GDOE requires Bidder to provide LD services from the POTS, Centrex and PBX systems.

1. The Bidder must be authorized by the Guam Public Utilities Commission and/or authorized by the U.S. Federal Communications Commission to offer Long Distance telephone services.
2. The Bidder must comply with all requirements for bid preparation as provided for this IFB.

If the Bidder is also submitting to provide Part 1 Telecommunication services, then, the Bidder need not include in the Bid Submission, the general corporate documentation or forms. However, all other information specific to this Part of the IFB must be submitted.

The Bidder shall especially submit in this binder information that is specific to this Part but has not been included in the Part 1 of the IFB.

3. The Bidder shall complete **Bid Form 3** related to services and costs.

B. SPECIAL CONDITIONS

1. The Bidder must pass calling party ID to the calling party service provider.
2. The Bidder must support both direct LD and authorized access to LD services.
3. The Bidder shall provide an authorization code capability to access the Long Distance carrier services. The authorization code must be capable of being set by the authorized user.
4. The Bidder shall provide to GDOE Station Message Detail Recording (SMDR) and Long Distance call data by station line, authorization code, number called, date, time of call start, time of call end, and number of minutes and seconds. The data shall be provided in electronic form as an excel spreadsheet, comma delimited, or other data file format as directed by GDOE. The data shall be provided on a monthly basis. The data shall be provided together with the monthly invoice for services.
5. The Bidder must provide a per-minute price proposed for the calls to the U.S., the CNMI, the Freely Associated States, and Hawai'i as provided for in Bid Form Part 3. The per-minute price shall include all surcharges as provided for in the Bid Form Part 3.

6. The Bidder must provide a per-minute price for telephone services to the rest of the countries of the world.
7. The Bidder may provide, as an option, a calling card for the LD services that may be used in the United States and in OECD countries.

C. CONTRACT AWARD

1. The contract that will be awarded will be for a period of 5 years with the potential for two (2) one-year extensions.
2. The GDOE reserves the right to terminate the contract for convenience with a 60-day notification and to issue a re-bid for the service.
3. The contract and its annual continuation shall be contingent upon annual approvals by the Schools and Libraries Division of the Universal Service Administrative Company (USAC), funding by the U.S. Congress, and the availability of matching funds by the GDOE.
4. The award will be made to the Bidder garnering the highest points received from the technical and cost proposal based on the established criteria and weights for evaluation.

D. PAYMENT SCHEDULE

1. Billing for the federal share shall be made directly to the SLD in accordance with the procedures of the SLD. A copy of the invoice shall be provided to GDOE.
2. Billing for the GDOE portion shall be billed directly to the GDOE on a monthly basis unless otherwise directed.

End of Part 3 Long Distance Services

Part 4 Wireless Telephone Services - Cellular

A. GENERAL REQUIREMENTS

The Department of Education seeks mobile telephone services.

1. The Bidder must be authorized by the Guam Public Utilities Commission and/or authorized by the U.S. Federal Communications Commission to offer cellular telephone services.
2. The Bidder must comply with all requirements for bid preparation as provided for in this IFB.
3. If the Bidder is also submitting to provide Part 1 telecommunication services, then, the Bidder need not include in the Bid Submission, the general corporate documentation or forms. However, all other information required must be submitted.
4. The Bidder shall especially submit in this binder information that is specific to this Part but has not been included in the Part 1 of the IFB.
5. The Bidder shall complete Part 4 Bid Form(s) related to service pricing.
6. The Bidder must comply with all requirements as provided for in this IFB.

B. SPECIFICATIONS

1. The Bidder must provide a mobile phone plan that enables the pooling of minutes.
2. The Bidder must provide roaming throughout the United States, the CNMI, and developed countries. The Bidder shall provide a monthly breakdown by line of comply with all requirements as provided for in this IFB.

C. CONTRACT AWARD

1. The contract that will be awarded will be for a period of 5 years with the potential for two (2) one-year extensions.
2. The GDOE reserves the right to terminate the contract for convenience with a 60-day notification and to issue a re-bid for the service.
3. The contract and its annual continuation shall be contingent upon annual approvals by the Schools and Libraries Division of the Universal Service Administrative Company (USAC), funding by the U.S. Congress, and the availability of matching funds by the GDOE.
4. The award will be made to the Bidder garnering the highest points received from the technical and cost proposal based on the established criteria and weights for evaluation.

D. PAYMENT SCHEDULE

1. Billing for the federal share shall be made directly to the SLD in accordance with the procedures of the SLD. A copy of the invoice shall be submitted to the GDOE.
2. Billing shall be on a monthly basis or as directed by the GDOE.

End of Part 4 Wireless Telephone Services - Cellular

Section 2 – Internet Access

Part 5 – Broadband Internet Access

A. CURRENT SERVICE

The GDOE requires Internet services. These Internet services will be provided through the GDOE Network.

B. GENERAL REQUIREMENTS

1. The Bidder must comply with all requirements as provided for in this IFB and complete Part 5 Bid Form.
2. The Bidder must provide information on the total current Internet based capacity to the United States.
3. The Bidder must provide a Quality of Service (QoS) and Service Level Agreement for the Internet service to the United States. This means that the GDOE will have an Internet data flow equivalent 80% of the total capacity time for traffic to the United States.
4. The Bidder must be authorized by the Guam Public Utilities Commission to offer Internet services.
5. The GDOE may elect to select the capacity on a monthly basis with no further expenses. The GDOE will notify the ISP 3 days before the end of the month.
6. The Bidder must provide a description of its overall Internet capacity in Mbps to the United States, Asia, and how such capacity is provisioned.
7. The Bidder must provide a web based PRTG access to monitor the usage of the Internet and a means to continuously monitor the Mbps of Internet traffic to the continental United States. The PRTG data must be real-time and show the latency and Mbps throughput to the U.S. Tier 1 Internet Service Provider. The data points selected must be savable to a database for historic trend and current utilization.
8. The Bidder shall provide a monthly traffic report that shows the overall hourly usage on a daily basis in Mbps of the Internet traffic on a daily basis.
9. The Bidder must comply with all requirements for bid preparation as provided for in this IFB. (If the Bidder is applying to provide other telecommunication services, the Bidder need not include in the Bid Submission, the general corporate documentation or forms.
10. The Bidder need only provide the pricing and additional information that has not already been submitted related to the specific Internet services.

11. The Bidder must have a peering relationship with other Internet Service Providers on Guam so that traffic does not have to go off island for local Internet connections.
12. The Bidder shall provide a means for monitoring and/or measuring the actual Internet throughput to sites within the United States and the relative availability of overall capacity.
13. Service Level Agreements (SLA) – The Bidder will meet a service availability of 99.9% and a minimum latency to select US Mainland sites of not more than 125ms. Response time to Internet outages should be no more than 30 minutes. Router hops to the first Public Internet Access router should be less than 6 hops. Packet loss between Customer router port and last router port before the Public Internet should be less than 2%.
14. This service will be provisioned at FSAIS which is located at Manuel F. Leon Guerrero Building Suite A102B, 212 Aspal Avenue, Hagatna, Guam 96911. The service will be used to provide Internet access to all Guam Department of Education's schools and divisions.
15. Transport/Local loops - Vendor will include the cost of local loops to provision the service. Wireless local loops are not allowed, only dedicated wire-line between Guam Department of Education NOC demarcation point and ISP. Transport should be expandable based on changing capacity requirements of the GDOE over the term of the services.
16. The Bidder must supply detailed information on the costs of the link, including description and amount for a connection between the Customer Designated Premises (CDPs) and the ISP, the cost of interconnections, mileage Costs if any, etc. The costs and explanation must be very clear and understandable by a layman. Failure to provide this detail may result in disqualification.
17. The Bidder must implement these connections within 30 days of the Notification to Proceed. A \$100 per day penalty will be assessed for each day the dedicated Broadband Internet Access service is not completed.
18. The Bidder must agree to provide a detailed explanation of any problems, including how quickly the link problems were resolved.
19. Bidder shall define any conditions for providing services beginning July 1, 2011 if the SLD funding commitment for the service period has not yet been received prior to the service start date.

C. CONTRACT AWARD

1. The contract that will be awarded will be for a period of 5 years with the potential for two (2) one-year extensions.
2. The GDOE reserves the right to terminate the contract for convenience with a 60-day notification and to issue a re-bid for the service.
3. The contract and its annual continuation shall be contingent upon annual approvals by the Schools and Libraries Division of the Universal Service

Administrative Company (USAC), funding by the U.S. Congress, and the availability of matching funds by the GDOE.

4. The award will be made to the Bidder garnering the highest points received from the technical and cost proposal based on the established criteria and weights for evaluation.

D. CONTRACT AWARD

1. Billing for the federal share shall be made directly to the SLD in accordance with the procedures of the SLD. A copy of the invoice shall be provided to GDOE.
2. Billing for the GDOE portion shall be billed directly to the GDOE on a monthly basis unless otherwise directed.

End of Part 5 Broadband Internet Access

Part 6. Wide Area Network (WAN) Services LIT

A. CURRENT SERVICE

A Wide Area Network (WAN) is a voice, data and or video network that provides connections from within an eligible school or library to other locations beyond the school or library if it is the most cost effective means of accessing the Internet and the service is limited to basic conduit access to the Internet. The current GDOE WAN consists of leased LIT fiber optics interconnecting the GDOE Schools and Central offices using an ATM network topology. GDOE seeks with this procurement to implement Digital Transmission Services to improve the WAN communications between the GDOE schools.

B. REQUIREMENTS

1. The GDOE requires Digital Transmission Services of various capacities to interconnect each of the GDOE Schools and District offices. The Bidder must provide the following symmetrical capacities for any of the GDOE locations where GDOE may require the service:
 - a. 10 Gbps
 - b. 1 Gbps
 - c. 100 Mbpst
2. The Bidder must provide termination of the service in a connection that is compatible with connection to the existing GDOE Cisco Router Ethernet interface.
3. The Bidder shall complete Part 6 Bid Form related to service pricing.
4. GDOE requires that the Digital Transmission Services provided by the Bidder provide the following capabilities:
 - a. Support for Quality of Service (QOS) routing allowing for the classification and prioritization of GDOE packets across the Bidder's Digital Transmission Network.
 - b. The core of the Bidder's Digital Transmission Network must be based on a Ring Architecture that features alternate routing and automatic failover in the event of a break in the ring.
 - c. The core of the Bidder's Digital Transmission Network must be hardened in order to survive power outages or extreme weather conditions/hazards (Typhoons, Earthquake, etc.). The core of the network supporting all locations should be able to operate for a minimum of 24 hours without GPA power. All communications cables interconnecting the nodes on the core network should be buried and interconnected in a self healing ring topology that will survive a single break or failure in the ring, such that there are at least two paths that data can travel should one path be rendered inoperable or inaccessible.
5. "Last Mile" connections from the Bidder's Digital Transmission Services Network Node locations shall utilize buried communications cables, but

optionally may also use aerial cables. The Bidder shall specify how the cables are installed (buried or aerial) connecting the Bidder's Network Node over "Last Mile" segment to each of the GDOE School or Office locations specified on the Bid Form for this section. GDOE's preference is for an all buried infrastructure.

6. It is preferred that each "Last Mile" segment between the Bidder's Network Node locations and the GDOE School or Office location only have a single GDOE location on the segment, however, depending upon the location, the Bidder may configure more than one location on a segment but not more than three locations on a single physical segment shared between several GDOE Schools or Office locations and the Bidder's nearest Network Node. The Bidder should provide configuration information with their response that identifies each last mile segment that includes more than one GDOE location on the segment.
7. The Bidder must have a 7 x 24-hour operations staff that is able to respond to trouble calls. Trouble calls may be placed via local number, 800 toll free call, website, and email.
8. Problem calls must be responded to within 2 working hours during the working day and within 4 hours after working hours, weekends, and holidays when requested. The problem must be resolved within 24 hours from the time of notification. If the problem is not resolved in this time frame, the Bidder shall then be assessed a \$200 per day, penalty for per site that is not operational.
9. The Bidder shall provide an update to GDOE during the assessment phase of the problem and again at the end of the business day. Following the resolution to a problem, the Bidder must provide a detailed technical statement of the problem, including the amount of time required that was required to resolve a problem. Bidder must provide updates on all pending trouble tickets via email to the appropriate GDOE personnel.

C. CONTRACT AWARD

1. The contract that will be awarded will be for a period of 5 years with the potential for two (2) one-year extensions.
2. The GDOE reserves the right to terminate the contract for convenience with a 60-day notification and to issue a re-bid for the service.
3. The contract and its annual continuation shall be contingent upon annual approvals by the Schools and Libraries Division of the Universal Service Administrative Company (USAC), funding by the U.S. Congress, and the availability of matching funds by the GDOE.
4. The award will be made to the Bidder garnering the highest points received from the technical and cost proposal based on the established criteria and weights for evaluation.

D. PAYMENT SCHEDULE

1. Billing for the federal share shall be made directly to the SLD in accordance with the procedures of the SLD. A copy of the invoice shall be provided to GDOE.
2. Billing for the GDOE portion shall be billed directly to the GDOE on a monthly basis unless otherwise directed.

End of Part 6 Wide Area Network (WAN) Services LIT

Part 7. Wide Area Network (WAN) Services Dark Fiber

The Department of Education requires 4 strands of single mode (SM) dark fiber to connect each sites. The 44 sites connected through the dark fiber may be used to establish the GDOE Wide Area Network. The Bidder is not required to provide the modulating electronics.

The Bidder is to provide fiber rings through either a physical ring of cross-connected sites or a hub and spoke network with fiber patched together to form rings.

The Fiber hub may be also concentrated at GDOE Hubs providing that such Hubs are cross-connected to each other via fiber. The Hubs will be concentration points for the point-to-point DWDM fiber network services. The Hub Sites may include, but not be limited to, the GDOE Data Center located at the Department of Administration in Hagatna, the Department of Education FSAIS Office in Hagatna, the University of Guam Computer Center, the Guam Memorial Hospital Authority (GMHA) Computer Center, and locations not yet specified.

A. GENERAL REQUIREMENTS

The Department of Education requires dark fiber to interconnect each government buildings and/or entities.

1. The Bidder must comply with all requirements as provided for in this IFB.
2. The Bidder does not have to be a telecommunications or Internet service provider.
3. The Bidder must submit a Cost Proposal on Part 7 Bid Form – Dark Fiber.
4. As noted in the 2011 Eligible Services of the Schools and Libraries Division:

“Third parties (whether or not they are telecommunications carriers) can lease fiber capacity that does not include modulating electronics to schools or libraries, if the applicant provides the electronics to modulate the fiber. The lease of such fiber cable is eligible if the applicant’s electronics are located solely at eligible school or library sites.

Capital costs for dark fiber that does not have a direct and immediate use by eligible applicants are not eligible.”

B. SPECIFICATIONS

1. The Bidder must provide single mode (SM) fiber at 1310/1550 nm, 8-9/125 microns, with 0.4/0.25 dB/km.
2. The GDOE intends to use DWDM technology so as to enable the separation of traffic over the SM fiber.
3. The Bidder must provide a minimum of 4 strands of single mode fiber to a node (site location) from a previous node or from a fiber optics hub.
4. If the fiber is provided to a hub, the fiber must be patched to the next fiber connector for the next location to form a fiber ring.

5. At the site location, the strands must be spliced into a fiber tray and patch panel with LC connectors.
 - a. 2 pair or 4 strands will be connected to the patch panel and interconnected to the previous school.
 - b. 2 pair or 4 strands will be interconnected to the next school.
 - c. 2 strands will be used and 2 are held in reserve. However, as provided for above, each pair is to be spliced, tested, and ready to use.

If the fiber is connected to fiber hubs, then, a minimum of 6 strands from the site node to the fiber hub are to be provided. The fiber will be cross-patched to form a virtual fiber network. This is to enable the switching of fiber from the fiber trunk to a school should there occur a problem.

6. The node site will be responsible for providing a rack where the fiber tray and patch panel will be located.
7. Each of the fibers shall be clearly identified, color coded, and marked (Tx, Rx/school) so that cross-connections to the main fiber trunk may be accomplished with minimal effort. The jackfield diagrams must be provided to GDOE.
8. The fiber losses for splices, connectors, and distance shall be in accordance with industry standards for losses.
9. The Bidder/Offeror shall have a 7 x 24-hour operations staff that are able to respond to trouble calls.
10. Problems calls shall be responded to within 4 working hours during the working day and within 8 hours over weekends and holidays. The problem shall be resolved within 24 hours of the time of notification.
11. Following the resolution to a problem, the Bidder/Offeror shall provide a detailed technical statement of the problem, including the amount of time required that was required to resolve a problem.

C. SPECIAL CONDITIONS

1. The Bidder must provide a price per node for the Dark Fiber.
2. The fiber to the node will be two pairs of single mode fiber.
3. The fiber will be lit by equipment provided by GDOE and/or its agencies.
4. The Bidder must provide a network diagram of the path of the dark fiber between the schools.
5. The Bidder shall conduct light and OTDR tests in the presence of the GDOE personnel if there are any questions regarding the losses in the fiber network.

6. The GDOE may require the testing of fiber at least once a month at the election of the GDOE.
7. The GDOE may require that testing of the fiber losses in the event of problems.
8. The Bidder must implement and complete all connections within 60 days from the Notification to Proceed. A \$100 per day penalty will be assessed for each day the dedicated service is not completed.
9. Bidder shall define any conditions for providing services beginning July 1, 2011 if the SLD funding commitment for the service period has not yet been received prior to the service start date.
10. At the time of proposal submission, the Bidder must provide evidence of meeting the following eligibility requirements to provide the services specified for this section.
11. All connections must be completed within 90 days from the GDOE Notification to Proceed.

D. CONTRACT AWARD

1. The contract that will be awarded will be for a period of 5 years with the potential for two (2) one-year extensions.
2. The GDOE reserves the right to terminate the contract for convenience with a 60-day notification and to issue a re-bid for the service.
3. The contract and its annual continuation shall be contingent upon annual approvals by the Schools and Libraries Division of the Universal Service Administrative Company (USAC), funding by the U.S. Congress, and the availability of matching funds by the GDOE.
4. The award will be made to the Bidder garnering the highest points received from the technical and cost proposal based on the established criteria and weights for evaluation.

E. PAYMENT SCHEDULE

1. Billing for the federal share shall be made directly to the SLD in accordance with the procedures of the SLD. A copy of the invoice shall be submitted to the GDOE.
2. Billing for the GDOE portion shall be billed directly to the GDOE on a monthly basis unless otherwise directed.

End of Part 7 Wide Area Network (WAN) Services – Dark Fiber

Part 8 – Internet Access — Miscellaneous

A. CURRENT SERVICE

The GDOE is exploring other eligible Internet Access services as well as ineligible services that are mandated by the Child Internet Protection Act (CIPA) such as Content Filtering Services. The GDOE may or may not request for funding for these services,

B. REQUIREMENTS

The Bidder is to propose Internet Access services that it offers as a part of their service that are contained in the Eligible Services List. These are Domain Name Registration, E-mail service, Filtering Service, and web hosting to name a few. The Bidder may offer these services in the other parts of the Internet Access Section, but it must delineate the cost and specify the ineligible features and their costs.

1. The GDOE is required to competitively bid for eligible services that are to be funded by the e-rate program.
2. The GDOE also requires services that are not eligible, but needed to meet the requirements of the CIPA.
3. Bidder must submit cost proposal on Part 8 Bid Form.

C. SPECIAL CONDITIONS

1. The Bidder must submit Cost Proposal on Part 8 Bid Form — Internet Access – Miscellaneous.
2. The Bidder must specify the costs for the service as well as the cost for the equipment and its installation.
3. Installation and Maintenance Dates
 - a. If SLD approval is obtained before July 1, 2011, the service shall be activated on July 1, 2011,
 - b. If SLD approval is obtained after July 1, 2011, the service shall be activated within two weeks or sooner of the receipt of the purchase order.

D. CONTRACT AWARD

1. The contract that will be awarded will be for a period of 5 years with the potential for two (2) one-year extensions.
2. The GDOE reserves the right to terminate the contract for convenience with a 60-day notification and to issue a re-bid for the service.
3. The contract and its annual continuation shall be contingent upon annual approvals by the Schools and Libraries Division of the Universal Service

Administrative Company (USAC), funding by the U.S. Congress, and the availability of matching funds by the GDOE.

4. The award will be made to the Bidder garnering the highest points received from the technical and cost proposal based on the established criteria and weights for evaluation.

E. PAYMENT SCHEDULE

1. Billing for the federal share shall be made directly to the SLD in accordance with the procedures of the SLD. A copy of the invoice shall be submitted to the GDOE.
2. Billing for the GDOE portion shall be billed directly to the GDOE on a monthly basis unless otherwise directed.

End of Part 8 Internet Access - Miscellaneous

Section 3 – Internal Connections

Part 9. Local Area Network (LAN) Network Equipment – Routers and Switches

A. REQUIREMENTS

The GDOE is seeking networking equipment that is interoperable with the existing GDOE Erate Networks.

The Erate routers in the school are all Cisco routers. The existing network includes Cisco routers that may be upgraded with RAM, VPN modules, and network cards. The network requires Cisco (or equivalent) expansion modules and RAM modules that are compatible with the existing routers. Also the equipment warranty and maintenance service packages are required for the existing and new systems. As such, the GDOE requires a price list for Cisco (or equivalent) products to meet the GDOE and Erate requirements, interoperability, systems support, and maintenance. GDOE has standardized on Cisco in which it has trained and Cisco certified networking personnel. Any equivalents must provide additional costs to retrain. Training must occur coincidently or within a reasonable time after installation

B. SPECIFICATIONS

1. Routers must be able to use the following routing protocols:
 - a. RIP – Routing Information Protocol
 - b. IGRP – Interior Gateway Routing Protocol
 - c. EIGRP – Enhanced Interior Gateway Routing Protocol
2. The product categories that are being requested in this IFB must include the following product categories:
 - a. Routers
 - b. Switches
 - c. VPN Modules
 - d. WAN interface cards
 - e. Security Components
 - f. Wireless networking
 - g. Cables and Accessories
 - h. Network Management
 - i. Optical
 - j. Blade Switching
 - k. Telephony and Voice Over IP
 - l. Warranty and Support services

C. TECHNICAL PROPOSAL

1. The Bidder must provide a technical proposal for the Network Equipment that at a minimum includes:
 - a. Product Datasheets
 - b. Point-by-point response to technical specifications listed in Section 5.5.A above.
 - c. Complete Required Bid Submission Form in Appendix A

d. Statement of Proposer Qualifications

2. Proposal Qualifications:

The Proposer must provide an overview of the company and specifically state its experience in providing the type of service or equipment requested. (The company overview shall not be more than 8 single space pages with 1" borders and 12 point font.)

D. COST PROPOSAL

1. The Bidder must provide a retail price list and include a percentage discount for product categories, maintenance, and accessories. The price list must include brand, product name, part number, description, MSRP/list price, discount code/discount percentage level and warranty information.

If the manufacturer should reduce the retail price, the Bidder will apply the proposed discounts to the newly established retail price.

If new versions or products should be released by the manufacturer, the Bidder shall apply the discount level based on the appropriate product category or on the most similar product with an established discount.

2. The Bidder shall provide shipping quotations upon request of order.
3. The Bidder shall own equipment until all equipment are delivered and received by customer.
4. The Proposer must submit a Cost Proposal that includes all the information listed in Part 9 Bid Form. The actual 'format' of the information may vary to accommodate for the different product listings, categories and discount codes.

E. SPECIAL CONDITIONS

1. **Contract Quantities.** The Bidders shall be aware that this Section of the IFB is establishing a Price List for GDOE. This Price List shall include a standard discount for all major components. Discounts for cabling and non-essential accessories may be set at a different rate. However, those product discounts must be specified and the Price List should be complete.
2. There is no minimum quantity that will be purchased and GDOE reserves the right to modify the amount to be purchased.
3. The Price List may be used by GovGuam entities and used by Erate, ARRA, and Rural Health Care funding.
4. **Maintenance.** Contractor shall provide a minimum one-year warranty for all equipment purchased. Beyond the one-year warranty, the contractor shall provide a price for extended maintenance based on a percentage discount of the retail price.

F. DESCRIPTION OF SERVICES

1. Within 2 weeks of the receipt of the purchase order, the Bidder must provide a Work Plan that must describe the implementation schedule for the delivery, configuration, installation, and testing of the equipment.
2. The Bidder must implement a turnkey system that enables the equipment to provide access the Internet, electronic mail host systems, file servers, and other applications.
3. The Bidder must demonstrate that the equipment is in operational order after installation.

G. SPECIAL CONDITIONS

1. The Bidder must submit Cost Proposal on Part 9 Bid Form — Local Area Network (LAN) Network Equipment.
2. Standard Discount - The Bidder shall propose a standard discount rate for the Bidder products by Product Family. For example, the discount for the Cisco "2600" Family router must be the same for all Cisco router components (e.g. memory, cards, etc.). The reason for the standard discount is to enable the GDOE to purchase cards and other product families at a standard discount price. A separate discount can be established for other equipment. However, the discount must apply to all products within the equipment product family that is bid. The discount reflected in the Bid Form shall be the standard discount rate.
3. The Bidder shall be aware that the GDOE may increase or decrease the number of items that are proposed. The reason for the increase or decrease is that GDOE must await approval from the SLD, find matching funds, and resolve any issues associated with the dedicated leased line links.
4. Installation Dates
 - a. The equipment installation must be installed within 2 months of the receipt of the purchase order.
 - b. Power and other facility needs are the responsibility of the GDOE. Any problems should be brought to the attention of the GDOE.
5. Delivery of Equipment

The Bidder shall be responsible for staging, delivering, and implementing the network equipment in the schools.

H. CONTRACT AWARD

1. The contract that will be awarded will be for a period of 5 years with the potential for two (2) one-year extensions.
2. The GDOE reserves the right to terminate the contract for convenience with a 60-day notification and to issue a re-bid for the service.
3. The contract and its annual continuation shall be contingent upon annual approvals by the Schools and Libraries Division of the Universal Service Administrative Company (USAC), funding by the U.S. Congress, and the availability of matching funds by the GDOE.

4. The award will be made to the Bidder garnering the highest points received from the technical and cost proposal based on the established criteria and weights for evaluation.

I. PAYMENT SCHEDULE

1. Billing for the federal share shall be made directly to the SLD in accordance with the procedures of the SLD. A copy of the invoice shall be provided to GDOE.
2. Payment shall be made in accordance with the following schedule:
 - a. 60% Upon installation of Equipment at the sites
 - b. 30% Upon configuration and implementation
 - c. 10% Upon Submission of Documentation and verification by GDOE.
3. Billing for the GDOE portion shall be billed directly to the GDOE, unless otherwise directed.

End of Part 9 Local Area Network (LAN) Network Equipment

Part 10. Video Teleconference Equipment

A. GENERAL BACKGROUND

The GDOE is seeking to update its video teleconferencing systems to High Definition (HD) while still being able to support the current analog video teleconferencing systems.

The new HD will provide many benefits, including, being able to transmit clear computer images over the VTC system.

The proposed price list that incorporates discount levels for video conferencing equipment and services. All discount levels shall be applied to the Bidder's official retail price list. The Price List will be established for one period of (3) three years; with the possibility for extension up to two (2) optional one-year periods. The video conferencing equipment and services product categories that are being requested in this IFB are: video teleconferencing systems for offices and classrooms.

B. REQUIREMENTS

1. Pricelists must include endpoints that have the following minimum functionality:
2. High Definition
 - a. Support for 720p video and data @ 30fps @ 1Mbps
 - b. Support for 1080p video and data @ 30fps @ 2Mbps
 - c. Backwards support for standard definition VTC
 - d. Support of the following protocols
 - e. Video Standards
 - i. H.264 video codec with H.239 People+Content
 - ii. H.261 and H.263++ for compatibility with legacy video conferencing endpoints
 - iii. H.264 and H.263 Video Error Concealment (including LPR – Lost Packet Recovery) for resiliency against network issues
 - iv. AES Media Encryption for secure video/audio and content
 - f. Audio Standards
 - i. 22 kHz bandwidth with StereoSurround™ Siren™ 22
 - ii. 14 kHz bandwidth, G.722.1 Annex C
 - iii. 7 kHz bandwidth with G.722, G.722.1
 - iv. 3.4 kHz bandwidth with G.711
 - g. Single Monitor and dual monitor options
 - h. Composite, DVI, VGA, or HDMI
 - i. Auto PIP system
 - j. High Definition 16x9 aspect ratio with optional 4:3 Standard Definition aspect ratio
 - k. Single and dual HD camera options
 - l. Camera control for cameras
 - m. Auto focus High Definition PTZ camera
 - n. 720p output
 - o. User defined presets
 - p. 4x optical zoom
 - q. Auxiliary input/outputs
 - r. RCA audio input

- s. VCR/DVD/Document camera input
- t. DVI/VGA computer input
- u. RCA stereo output
- v. Network Connectivity
- w. Support connections via IP
- x. Optional support for ISDN
- y. Supports network connectivity from 128Kbps to 2Mbps
- z. Built-in MCU capabilities
- aa. Able to provide internal bridging capabilities
- bb. Support for both continuous presence and video switching bridging (in high definition)
- cc. Able to support different network speeds on the same call
- dd. Able to connect to legacy codecs and MCUs in video switching or continuous presence
- ee. Data Sharing Capabilities
- ff. Share high definition data from a laptop or PC via H.239
- gg. Share content from an auxiliary input
- hh. Dual stream video (send video and data simultaneously)
- ii. Support for the following resolutions: CIF, SIF, 4CIF, 4SIF, VGA, SVGA, XGA, 720p
- jj. POTS line support

3. Standard Definition

- a. Support of the following protocols
- b. Video Standards
 - i. H.264 video codec with H.239 People+Content
 - ii. H.261 and H.263++ for compatibility with legacy video conferencing endpoints
 - iii. H.264 and H.263 Video Error Concealment (including LPR – Lost Packet Recovery) for resiliency against network issues
 - iv. AES Media Encryption for secure video/audio and content
- c. Audio Standards
 - i. 22 kHz bandwidth with StereoSurround™ Siren™ 22
 - ii. 14 kHz bandwidth, G.722.1 Annex C
 - iii. 7 kHz bandwidth with G.722, G.722.1
 - iv. 3.4 kHz bandwidth with G.711
- d. Single Monitor and dual monitor options
- e. Component, S-Video, Composite, DVI, VGA, or HDMI
- f. Auto PIP system
- g. Single and dual camera options
- h. Camera control for cameras
- i. Auto focus PTZ camera
- j. User defined presets
- k. Auxiliary input/outputs
- l. RCA line level in
- m. Second PTZ camera
- n. VCR/Document camera
- o. Network Connectivity
- p. Support connections via IP
- q. Optional support for ISDN
- r. Supports network connectivity from 128Kbps to 768Kbps
- s. POTS line support

C. WARRANTY AND MAINTENANCE

Contractor shall provide a minimum one-year warranty for all equipment purchased. Beyond the one-year warranty, the contractor will provide a cost quotation for an extended one-year warranty and a one-year maintenance contract

D. SPECIAL CONDITIONS

1. Technical Proposal

In addition to the information required in the IFB, the Bidder must provide a technical proposal for the proposed video endpoints at minimum includes.

- a. Product Datasheets
- b. Latency introduced by the endpoint.
- c. Maximum latency that the system can tolerate before impacting voice and video quality.
- d. Maximum jitter that the system can tolerate before impacting voice and video quality.
- e. Maximum packet loss that the system can tolerate before impacting voice and video quality.
- f. List of ports used for communication by the endpoint.

2. Cost Proposal

- a. The Bidder must provide a retail price list and include a percentage discount for each line item for endpoints, maintenance, professional services, and accessories. The price list must include Brand, product name, part number, description, and list price. **Bidder shall provide the information on Part 10 Bid Form.**
- b. If the manufacturer should reduce the retail price, the Bidder will apply the proposed discounts to the newly established retail price.
- c. If new versions or products should be released by the manufacturer, the Bidder shall apply the discount level based on the appropriate product category or on the most similar product with an established discount.

E. CONTRACT AWARD

1. The contract that will be awarded will be for a period of 5 years with the potential for two (2) one-year extensions.
2. The GDOE reserves the right to terminate the contract for convenience with a 60-day notification and to issue a re-bid for the service.
3. The contract and its annual continuation shall be contingent upon annual approvals by the Schools and Libraries Division of the Universal Service Administrative Company (USAC), funding by the U.S. Congress, and the availability of matching funds by the GDOE.

4. The award will be made to the Bidder garnering the highest points received from the technical and cost proposal based on the established criteria and weights for evaluation.

F. PAYMENT SCHEDULE

1. Billing for the federal share shall be made directly to the SLD in accordance with the procedures of the SLD. A copy of the invoice shall be submitted to the GDOE.
2. Billing for the GDOE portion shall be billed directly to the GDOE on a monthly basis unless otherwise directed.

End of Part 10 Video Conference Equipment

Part 11 Multiprotocol MCU Functional and Technical Specifications

A. INTRODUCTION

The GDOE is seeking to enable the video teleconferencing systems to be bridged for distance learning classes, professional development training, and meetings.

The MCU proposed shall support at minimum, the standards listed below. All required cables and software to operate the MCU shall be specified and included. The system shall be capable of operating both dial in and dial out connections. Vendors must supply a point-by-point response explaining how the proposed system meets or exceeds the following minimum specifications.

B. TECHNICAL SPECIFICATIONS

1. The MCU shall be capable of supporting standard definition (128k minimum) and high definition (4Mbps maximum) video calls.
 - a. The maximum number of multipoint ports supported without cascading to another MCU shall be at a minimum:
 - i. 20 ports-at 1Mbps High Definition
 - ii. 40 ports-at 1Mbps High Definition
 - iii. 80 ports-at 1Mbps High Definition
2. At the least, the following network interfaces shall be supported;
RJ-45 10/100/1000 Mbps Ethernet interface full/half duplex, manual or auto-sensing
3. Video
 - a. Frame rates of a minimum of 30 frames-per-second shall be supported.
 - b. Video algorithms shall be in conformance to ITU H.261/H.263/H.264/H.239 Standard for 720p, 4CIF, CIF, and QCIF.
4. Audio algorithms shall be in conformance to ITU G.711, G.728, G.722
5. The MCU shall be capable of Continuous Presence and Voice Activated switching between conferencing sites.
6. The MCU shall be capable of supporting multiple users connecting at different data rates in a full screen format for Voice Activated switching as well as Continuous Presence conferences.
7. Conference setup shall support both dial-in and automatic dial-out as well as user dial out.
8. Conference control shall support both voice activated and chair control from MCU workstation.
9. The following diagnostics shall be supported at a minimum:

- a. Power up diagnostic
 - b. On-line diagnostics for local and remote via modem
 - c. System and site diagnostic capabilities
 - d. Alarm and event logs
10. Graphical user interface System Administration software shall be provided with the MCU. The system administration shall be capable of being conducted from multiple local and remote sites.
11. The proposed system shall support ITU T.120 Standards for data conferencing. The ITU T.120 standard based data conferencing features shall be internal to the proposed MCU.
12. API support for external devices for control by external reservation systems shall be provided.
- MCU shall meet the ITU H.242 Standard.
13. The MCU shall be capable of both pre-scheduled and ad-hoc conferences.
14. The system proposed shall be capable of conducting multiple, simultaneous multipoint conferences in session.
15. The MCU shall be capable of adding on fully bridged, full-duplex audio only site(s) to the video teleconference.
16. The MCU shall be capable of cascading with MCUs from other leading vendors including Polycom, Tandberg, LifeSize, and Radvision.
17. Power Requirements
- 120VAC

C. WARRANTY AND MAINTENANCE

Contractor shall provide a minimum one-year warranty for all equipment purchased. Beyond the one-year warranty, the contractor will provide a cost quotation for an extended one-year warranty and a one-year maintenance contract

D. SPECIAL CONDITIONS

1. Technical Proposal

In addition to the information required in the IFB, the Bidder must provide a technical proposal for the proposed video endpoints at minimum includes.

- a. Product Datasheets
- b. Point by Point Response to the specifications above

2. Cost Proposal

- a. The Bidder must provide a retail price list and include a percentage discount for each line item for endpoints, maintenance, professional services, and accessories. The price list must include Brand, product

name, part number, description, and list price. **Bidder shall provide the information on Bid Form X.**

- b. If the manufacturer should reduce the retail price, the Bidder will apply the proposed discounts to the newly established retail price.
- c. If new versions or products should be released by the manufacturer, the Bidder shall apply the discount level based on the appropriate product category or on the most similar product with an established discount.

E. CONTRACT AWARD

- 1. The contract that will be awarded will be for a period of 3 years with the potential for two (2) one-year extensions.
- 2. The GDOE reserves the right to terminate the contract for convenience with a 60-day notification and to issue a re-bid for the service.
- 3. The contract and its annual continuation shall be contingent upon annual approvals by the Schools and Libraries Division of the Universal Service Administrative Company (USAC), funding by the U.S. Congress, and the availability of matching funds by the GDOE.
- 4. The award will be made to the Bidder garnering the highest points received from the technical and cost proposal based on the established criteria and weights for evaluation.

F. PAYMENT SCHEDULE

- 1. Billing for the federal share shall be made directly to the SLD in accordance with the procedures of the SLD. A copy of the invoice shall be submitted to the GDOE.
- 2. Billing for the GDOE portion shall be billed directly to the GDOE on a monthly basis unless otherwise directed.

End of Part 11 Multiprotocol MCU Functional and Technical Specifications

Part 12 School Racks and Cabinets

A. INTRODUCTION

GDOE is need of fully enclosed metal 19" racks for communication equipment in the schools. GDOE is also in need of fully enclosed, wall mountable, 19" half-sized racks for mounting cables, equipment, and/or wires. A cabinet is an enclosure for equipment, terminating cables, connection devices (e.g. switches), and/or wire.

B. SPECIAL CONDITIONS

1. The Bidder is to propose a full product line of fully enclosed 19" racks and half-sized 19" lockable metal racks built specifically for housing telecommunications equipment in rooms.
2. The Bidder shall provide a Manufacturer Price List, discount, and extended pricing. The FOB delivery will be the room where the enclosed rack is to be placed. The location will be specified by the GDOE.

C. CONTRACT AWARD

1. The contract that will be awarded will be for a period of 1 year with the potential for two (2) one-year extensions.
2. The GDOE reserves the right to terminate the contract for convenience with a 60-day notification and to issue a re-bid for the service.
3. The contract and its annual continuation shall be contingent upon annual approvals by the Schools and Libraries Division of the Universal Service Administrative Company (USAC), funding by the U.S. Congress, and the availability of matching funds by the GDOE.
4. The award will be made to the Bidder garnering the highest points received from the technical and cost proposal based on the established criteria and weights for evaluation.

D. PAYMENT SCHEDULE

1. Billing for the federal share shall be made directly to the SLD in accordance with the procedures of the SLD. A copy of the invoice shall be submitted to the GDOE.
2. Billing for the GDOE portion shall be billed directly to the GDOE on a monthly basis unless otherwise directed.

End of Part 12 School Racks and Cabinets of School Wirings

Section 4 – Basic Maintenance

Part 13 Basic Maintenance of Internal Connections – PBX Systems

A. CURRENT SERVICE

Basic Maintenance ensures the necessary and continued operation of eligible internal connection components at eligible locations. The GDOE currently has a contract with Pacific Data Systems to provide basic maintenance of GDOE e-rate eligible equipment.

Eligible equipment is located at the 37 schools and 3 office locations. The equipment is specifically located in offices, classrooms, electrical-mechanical rooms and storage spaces.

B. REQUIREMENTS

1. The GDOE requires maintenance of the Shoretel PBX Systems in each of the 37 Schools and 3 Offices. The Bidder shall maintain all user licenses and hardware operability. Switches, phones, and computers that cannot be repaired shall be replaced.
2. The GDOE also requires the maintenance of the Inside Wire. The Inside Wire consists of:
 - a. Cat 3 from a Main Distribution Frame to Intermediate Distribution Frames to the classroom or to an office.
 - b. Fiber pulled in conduits to an Intermediate Distribution Frame.
 - c. Cat 5 cabling from the MDF or IDFs to classrooms and offices.
 - d. Coaxial cable from the MDF to classrooms and offices.

C. SPECIAL CONDITIONS

1. The Bidder shall conduct a complete survey of all schools to determine whether there are any IW problems twice a year.
2. The Bidder shall repair all cabling that is inoperable and needed, as determined by the GDOE.
3. The Bidder shall reseal all open conduits with sealants approved by the GDOE to prevent any IW problems from pests.
4. The Bidder shall prepare a report on all the maintenance and cabling problems within the schools.

D. CONTRACT AWARD

1. The contract that will be awarded will be for a period of 1 year with the potential for two (2) one-year extensions.
2. The GDOE reserves the right to terminate the contract for convenience with a 60-day notification and to issue a re-bid for the service.
3. The contract and its annual continuation shall be contingent upon annual approvals by the Schools and Libraries Division of the Universal Service

Administrative Company (USAC), funding by the U.S. Congress, and the availability of matching funds by the GDOE.

4. The award will be made to the Bidder garnering the highest points received from the technical and cost proposal based on the established criteria and weights for evaluation.

E. PAYMENT SCHEDULE

1. Billing for the federal share shall be made directly to the SLD in accordance with the procedures of the SLD. A copy of the invoice shall be submitted to the GDOE.
2. Billing for the GDOE portion shall be billed directly to the GDOE on a monthly basis unless otherwise directed.

Item #	Description	Model No.	Qty
1.	PBX Attendant Console	21020/PC	38
2.	ShoreTel Shore Gear 24 port Voice Switch	10134	121
3.	ShoreTel Shore Gear PBX PRI Circuit Card	10144	76

- b. The Bidder shall update and upgrade all software for the Server, Network, and PBX equipment that are provided by the manufacturers as part of the Bidder's proposal.
- c. The Bidder shall monitor nature of problems with the network equipment and assist in the trouble-shooting of system servers and network equipment. If the problem is an equipment failure, then, the Bidder shall replace the equipment. If the problem is the network, then, the Bidder must notify GDOE of the problem.
- d. The Bidder shall provide software maintenance releases for the current version of the equipment.
- e. The Bidder shall plan the software upgrades with the GDOE so that users can be advised of scheduled downtimes.
- f. The Bidder shall provide Cisco Service Pack for the Routers.
- g. The Bidder must provide evidence of being an Authorized ShoreTel Partner that is qualified to provide ShoreTel hardware and software updates including access to ShoreTel's 24x7 Technical Assistance Center (TAC).
- h. The upgrades must be scheduled so as to minimize the downtime for the GDOE schools.
- i. The Bidder may visit the NOC and Schools to examine the state of the Server and Network Equipment.
- j. The Bidder is advised that the Servers and Equipment in the Schools may not be in the best system environment and any problems with

environment, power, grounding, and so on must be brought to the attention of the GDOE E-Rate Manager.

- k. The Bidder shall provide basic maintenance support for e-mail, critical server services, PBX and all main network equipment located at the Main Distribution Frames of the GDOE sites within 2 hours. The response to equipment at the schools will be within 4 hours on a working day basis up to 7:00 pm.
- l. The Bidder shall log each Network or Server Trouble Call and assess the nature of the problem.
- m. If the problem appears to be an equipment hardware or software failure, the Bidder shall dispatch appropriate on-island technical personnel to respond to the problem on the above basis.
- n. If the problem is a Server problem, the Bidder is to inform GDOE of the nature of the problem as well as viable solutions for fixing the problem. GDOE will make the final determination on the solution.
- o. If the problem is determined to be a Server or Network equipment failure due to normal wear and tear, the Bidder shall repair or replace the equipment. Problems caused by users, electrical power, Acts of God, and the like are outside the responsibility of the Equipment Maintenance provider.
- p. If a major problem cannot be resolved within 72 hours, the Bidder must be able to dispatch server and network specialists to troubleshoot and correct the problem.
- q. Backup of Servers is not the responsibility of the Maintenance Provider and/or configuration changes. The backup remains the responsibility of the GDOE.

2. School LAN wiring maintenance

- a. To ensure that the network is operating and can meet the up-time requirements, the Bidder shall maintain, at all times, the necessary network cabling:
 - b. The cabling to be maintained are within the school LAN campus from the Main Distribution Frame (MDF) to the Intermediate Distribution Frame (IDF) and from the IDF to the classroom drop.
 - c. The cabling identified are:
 - Multi-mode fiber strands (MDF to IDF)
 - Category 5/5e cabling to the classrooms
 - Category 3 cabling to the classrooms (telephone)
 - Coax cabling to the classrooms (video)
- a. Bidder shall include replacement/repair due to pests that may eat through cabling.

3. On-island Equipment Provisioning

- a. To ensure that the network is operating and can meet the up-time requirements, the Bidder shall maintain, at all times, an on-island spare for the equipment:
 - b. **Failure to have faulty equipment replaced within 1 day will result in a penalty of \$100 a day for each major system component (e.g. Cisco Routers, and Radvision Gateway, ShoreTel Shoregear switches and gateways) that is inoperable.**
 - c. Network Equipment Configuration Services: The Bidder shall provide network configuration services for the network. Such network services include:
 - i. Configuration of the LAN and PBX switches;
 - ii. Configuration of the Cisco routers, including adding additional users and to ensure that the data is capable of following redundant paths;
 - iii. Configuration and operation of the video teleconferencing multipoint control unit and interfaces.
3. Problem calls shall be responded to within 2 working hours during the working day and within 4 hours over weekends and holidays if called upon. The goal is to resolve problems expeditiously.
 4. Following the resolution to a problem, the Bidder shall provide a technical statement of the problem, including the amount of time required to resolve a problem, in writing.

C. Special Conditions

1. The Bidder shall submit a Technical and Cost proposal that describes the maintenance program and services.
2. The Technical Proposal (TP)
 - a. The TP must describe how the major elements of the proposal will meet each of the needs specified by the GDOE.
 - b. The TP must describe the how the Bidder will respond to technical network problems, including proposed equipment and IP address schemes.
 - c. The TP must address how the current server and network equipment will be monitored and diagnosed for problems.
3. The TP must describe how the Bidder will diagnose problems and any requirements that the Bidder will have for the GDOE.
4. The Bidder must demonstrate that the network equipment maintenance plan will minimize disruptions for the GDOE.

5. The Bidder must provide a description of the technical team that will support the project. The proposed technical team will need to show the direct experiences in working with a particular technology. The Bidder must have the telephone contacts for previous employers so that the GDOE can verify that qualifications of the technical team.
6. Should the Bidder be awarded the contract, the same technical team shall be required to provide the services. Substitutions of personnel will need to be approved by the GDOE.
7. The Price Proposal (PP): The PP must separate the costs for network transmission into the following categories:
 - a. Network Maintenance
 - b. Network and Server Equipment Maintenance
8. This Part of the IFB will be awarded as an "All or None" bid.
9. After 48 hours of either Bidder or GDOE identifying a maintenance problem, the Bidder must calculate a reimbursement for the GDOE services based on the number of schools that are inoperable and shall cease to bill the SLD or the GDOE for the schools and period that the network is inoperable.
10. Bidder shall have an on-island number for reporting trouble calls.
11. The Bidder shall provide a detailed explanation of any problems upon request by the GDOE, including how quickly the problems were resolved.
12. The Bidder shall maintain a log of the problems, the nature of the problem, how it was resolved, and the amount of time it took to solve the problem.
13. The Bidder must demonstrate the availability of the required on-island spares to be available within 3 weeks from the date that a Notification to Proceed is issued.
14. The Bidder must have a 7 x 24-hour operations staff that is able to respond to trouble calls.
15. The Bidder shall provide an update to GDOE during the assessment phase of the problem and at the end of the business day. Following the resolution to a problem, the Bidder must provide a detailed technical statement of the problem, including the amount of time required that was required to resolve a problem. Bidder must provide updates on all pending trouble tickets via email to the appropriate GDOE personnel.

D. Contract Award

1. The contract that will be awarded will be for a period of 5 years with the potential for two (2) one-year extensions.
2. The GDOE reserves the right to terminate the contract for convenience with a 60-day notification and to issue a re-bid for the service.

3. The contract and its annual continuation shall be contingent upon annual approvals by the Schools and Libraries Division of the Universal Service Administrative Company (USAC), funding by the U.S. Congress, and the availability of matching funds by the GDOE.
4. The award will be made to the Bidder garnering the highest points received from the technical and cost proposal based on the established criteria and weights for evaluation.

Payment Schedule

1. Billing for the federal share shall be made directly to the SLD in accordance with the procedures of the SLD. A copy of the invoice shall be submitted to the GDOE.
2. Billing for the GDOE portion shall be billed directly to the GDOE on a monthly basis unless otherwise directed.

End of Part 13 Basic Maintenance of Internal Connections

Part 14 Basic Maintenance of Internal Connections – Inside Wiring

A. CURRENT SERVICE

Basic Maintenance ensures the necessary and continued operation of eligible internal connection components at eligible locations. The GDOE currently has a contract with Pacific Data Systems to provide basic maintenance of GDOE e-rate eligible equipment.

Eligible equipment is located at the 37 schools and 3 office locations. The equipment is specifically located in offices, classrooms, electrical-mechanical rooms and storage spaces.

B. REQUIREMENTS

1. The GDOE requires maintenance of the Shoretel PBX Systems in each of the 37 Schools and 3 Offices. The Bidder shall maintain all user licenses and hardware operability. Switches, phones, and computers that cannot be repaired shall be replaced.
2. The GDOE also requires the maintenance of the Inside Wire. The Inside Wire consists of:
 - a. Cat 3 from a Main Distribution Frame to Intermediate Distribution Frames to the classroom or to an office.
 - b. Fiber pulled in conduits to an Intermediate Distribution Frame.
 - c. Cat 5 cabling from the MDF or IDFs to classrooms and offices.
 - d. Coaxial cable from the MDF to classrooms and offices.

C. SPECIAL CONDITIONS

1. The Bidder shall conduct a complete survey of all schools to determine whether there are any IW problems twice a year.
2. The Bidder shall repair all cabling that is inoperable and needed, as determined by the GDOE.
3. The Bidder shall reseal all open conduits with sealants approved by the GDOE to prevent any IW problems from pests.
4. The Bidder shall prepare a report on all the maintenance and cabling problems within the schools.

D. CONTRACT AWARD

1. The contract that will be awarded will be for a period of 1 year with the potential for two (2) one-year extensions.
2. The GDOE reserves the right to terminate the contract for convenience with a 60-day notification and to issue a re-bid for the service.
3. The contract and its annual continuation shall be contingent upon annual approvals by the Schools and Libraries Division of the Universal Service Administrative Company (USAC), funding by the U.S. Congress, and the availability of matching funds by the GDOE.

4. The award will be made to the Bidder garnering the highest points received from the technical and cost proposal based on the established criteria and weights for evaluation.

E. PAYMENT SCHEDULE

1. Billing for the federal share shall be made directly to the SLD in accordance with the procedures of the SLD. A copy of the invoice shall be submitted to the GDOE.
2. Billing for the GDOE portion shall be billed directly to the GDOE on a monthly basis unless otherwise directed.
 - b. The Bidder shall update and upgrade all software for the Server, Network, and PBX equipment that are provided by the manufacturers as part of the Bidder's proposal.
 - c. The Bidder shall monitor nature of problems with the network equipment and assist in the trouble-shooting of system servers and network equipment. If the problem is an equipment failure, then, the Bidder shall replace the equipment. If the problem is the network, then, the Bidder must notify GDOE of the problem.
 - d. The Bidder shall provide software maintenance releases for the current version of the equipment.
 - e. The Bidder shall plan the software upgrades with the GDOE so that users can be advised of scheduled downtimes.
 - h. The Bidder shall provide Cisco Service Pack for the Routers.
 - i. The Bidder must provide evidence of being an Authorized ShoreTel Partner that is qualified to provide ShoreTel hardware and software updates including access to ShoreTel's 24x7 Technical Assistance Center (TAC).
 - h. The upgrades must be scheduled so as to minimize the downtime for the GDOE schools.
 - i. The Bidder may visit the NOC and Schools to examine the state of the Server and Network Equipment.
 - j. The Bidder is advised that the Servers and Equipment in the Schools may not be in the best system environment and any problems with environment, power, grounding, and so on must be brought to the attention of the GDOE E-Rate Manager.
 - k. The Bidder shall provide basic maintenance support for e-mail, critical server services, PBX and all main network equipment located at the Main Distribution Frames of the GDOE sites within 2 hours. The response to equipment at the schools will be within 4 hours on a working day basis up to 7:00 pm.
 - l. The Bidder shall log each Network or Server Trouble Call and assess

the nature of the problem.

- m. If the problem appears to be an equipment hardware or software failure, the Bidder shall dispatch appropriate on-island technical personnel to respond to the problem on the above basis.
- n. If the problem is a Server problem, the Bidder is to inform GDOE of the nature of the problem as well as viable solutions for fixing the problem. GDOE will make the final determination on the solution.
- o. If the problem is determined to be a Server or Network equipment failure due to normal wear and tear, the Bidder shall repair or replace the equipment. Problems caused by users, electrical power, Acts of God, and the like are outside the responsibility of the Equipment Maintenance provider.
- p. If a major problem cannot be resolved within 72 hours, the Bidder must be able to dispatch server and network specialists to troubleshoot and correct the problem.
- q. Backup of Servers is not the responsibility of the Maintenance Provider and/or configuration changes. The backup remains the responsibility of the GDOE.

2. School LAN wiring maintenance

- a. To ensure that the network is operating and can meet the up-time requirements, the Bidder shall maintain, at all times, the necessary network cabling:
- b. The cabling to be maintained are within the school LAN campus from the Main Distribution Frame (MDF) to the Intermediate Distribution Frame (IDF) and from the IDF to the classroom drop.
- c. The cabling identified are:
 - Multi-mode fiber strands (MDF to IDF)
 - Category 5/5e cabling to the classrooms
 - Category 3 cabling to the classrooms (telephone)
 - Coax cabling to the classrooms (video)
- b. Bidder shall include replacement/repair due to pests that may eat through cabling.

3. On-island Equipment Provisioning

- a. To ensure that the network is operating and can meet the up-time requirements, the Bidder shall maintain, at all times, an on-island spare for the equipment:
- b. **Failure to have faulty equipment replaced within 1 day will result in a penalty of \$100 a day for each major system component**

(e.g. Cisco Routers, and Radvision Gateway, ShoreTel Shoregear switches and gateways) that is inoperable.

- c. Network Equipment Configuration Services: The Bidder shall provide network configuration services for the network. Such network services include:
 - i. Configuration of the LAN and PBX switches;
 - ii. Configuration of the Cisco routers, including adding additional users and to ensure that the data is capable of following redundant paths;
 - iii. Configuration and operation of the video teleconferencing multipoint control unit and interfaces.
- 3. Problem calls shall be responded to within 2 working hours during the working day and within 4 hours over weekends and holidays if called upon. The goal is to resolve problems expeditiously.
- 4. Following the resolution to a problem, the Bidder shall provide a technical statement of the problem, including the amount of time required to resolve a problem, in writing.

C. Special Conditions

- 1. The Bidder shall submit a Technical and Cost proposal that describes the maintenance program and services.
- 2. The Technical Proposal (TP)
 - a. The TP must describe how the major elements of the proposal will meet each of the needs specified by the GDOE.
 - b. The TP must describe the how the Bidder will respond to technical network problems, including proposed equipment and IP address schemes.
 - c. The TP must address how the current server and network equipment will be monitored and diagnosed for problems.
- 3. The TP must describe how the Bidder will diagnose problems and any requirements that the Bidder will have for the GDOE.
- 4. The Bidder must demonstrate that the network equipment maintenance plan will minimize disruptions for the GDOE.
- 5. The Bidder must provide a description of the technical team that will support the project. The proposed technical team will need to show the direct experiences in working with a particular technology. The Bidder must have the telephone contacts for previous employers so that the GDOE can verify that qualifications of the technical team.
- 6. Should the Bidder be awarded the contract, the same technical team shall be required to provide the services. Substitutions of personnel will need to be approved by the GDOE.

7. The Price Proposal (PP): The PP must separate the costs for network transmission into the following categories:
 - a. Network Maintenance
 - b. Network and Server Equipment Maintenance
8. This Part of the IFB will be awarded as an "All or None" bid.
9. After 48 hours of either Bidder or GDOE identifying a maintenance problem, the Bidder must calculate a reimbursement for the GDOE services based on the number of schools that are inoperable and shall cease to bill the SLD or the GDOE for the schools and period that the network is inoperable.
10. Bidder shall have an on-island number for reporting trouble calls.
11. The Bidder shall provide a detailed explanation of any problems upon request by the GDOE, including how quickly the problems were resolved.
12. The Bidder shall maintain a log of the problems, the nature of the problem, how it was resolved, and the amount of time it took to solve the problem.
13. The Bidder must demonstrate the availability of the required on-island spares to be available within 3 weeks from the date that a Notification to Proceed is issued.
14. The Bidder must have a 7 x 24-hour operations staff that is able to respond to trouble calls.
15. The Bidder shall provide an update to GDOE during the assessment phase of the problem and at the end of the business day. Following the resolution to a problem, the Bidder must provide a detailed technical statement of the problem, including the amount of time required that was required to resolve a problem. Bidder must provide updates on all pending trouble tickets via email to the appropriate GDOE personnel.

D. Contract Award

1. The contract that will be awarded will be for a period of 5 years with the potential for two (2) one-year extensions.
2. The GDOE reserves the right to terminate the contract for convenience with a 60-day notification and to issue a re-bid for the service.
3. The contract and its annual continuation shall be contingent upon annual approvals by the Schools and Libraries Division of the Universal Service Administrative Company (USAC), funding by the U.S. Congress, and the availability of matching funds by the GDOE.
4. The award will be made to the Bidder garnering the highest points received from the technical and cost proposal based on the established criteria and weights for evaluation.

Payment Schedule

1. Billing for the federal share shall be made directly to the SLD in accordance with the procedures of the SLD. A copy of the invoice shall be submitted to the GDOE.
2. Billing for the GDOE portion shall be billed directly to the GDOE on a monthly basis unless otherwise directed.

End of Part 14 Basic Maintenance of Internal Connections

Part 15 Basic Maintenance of Internal Connections – Network Equipment

A. CURRENT SERVICE

Basic Maintenance ensures the necessary and continued operation of eligible internal connection components at eligible locations. The GDOE currently has a contract with Pacific Data Systems to provide basic maintenance of GDOE e-rate eligible equipment.

Eligible equipment is located at the 37 schools and 3 office locations. The equipment is specifically located in offices, classrooms, electrical-mechanical rooms and storage spaces.

B. REQUIREMENTS

1. The GDOE requires maintenance of the Shoretel PBX Systems in each of the 37 Schools and 3 Offices. The Bidder shall maintain all user licenses and hardware operability. Switches, phones, and computers that cannot be repaired shall be replaced.
2. The GDOE also requires the maintenance of the Inside Wire. The Inside Wire consists of:
 - a. Cat 3 from a Main Distribution Frame to Intermediate Distribution Frames to the classroom or to an office.
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 - c. Cat 5 cabling from the MDF or IDFs to classrooms and offices.
 - d. Coaxial cable from the MDF to classrooms and offices.

C. SPECIAL CONDITIONS

1. The Bidder shall conduct a complete survey of all schools to determine whether there are any IW problems twice a year.
2. The Bidder shall repair all cabling that is inoperable and needed, as determined by the GDOE.
3. The Bidder shall reseal all open conduits with sealants approved by the GDOE to prevent any IW problems from pests.
4. The Bidder shall prepare a report on all the maintenance and cabling problems within the schools.

D. CONTRACT AWARD

1. The contract that will be awarded will be for a period of 1 year with the potential for two (2) one-year extensions.
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3. The contract and its annual continuation shall be contingent upon annual approvals by the Schools and Libraries Division of the Universal Service Administrative Company (USAC), funding by the U.S. Congress, and the availability of matching funds by the GDOE.

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E. PAYMENT SCHEDULE

1. Billing for the federal share shall be made directly to the SLD in accordance with the procedures of the SLD. A copy of the invoice shall be submitted to the GDOE.
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Item #	Description	Model No.	Qty
1.	Cisco 3725 Router	3725	1
2.	Cisco 3660 router	3660	2
3.	Cisco 3640 router	3640	12
4.	Cisco Catalyst Switch —24 port	WS-3550-24WR-SMI	52

- b. The Bidder shall update and upgrade all software for the Server, Network, and PBX equipment that are provided by the manufacturers as part of the Bidder's proposal.
- c. The Bidder shall monitor nature of problems with the network equipment and assist in the trouble-shooting of system servers and network equipment. If the problem is an equipment failure, then, the Bidder shall replace the equipment. If the problem is the network, then, the Bidder must notify GDOE of the problem.
- d. The Bidder shall provide software maintenance releases for the current version of the equipment.
- e. The Bidder shall plan the software upgrades with the GDOE so that users can be advised of scheduled downtimes.
- j. The Bidder shall provide Cisco Service Pack for the Routers.
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- i. The Bidder may visit the NOC and Schools to examine the state of the Server and Network Equipment.
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- k. The Bidder shall provide basic maintenance support for e-mail, critical server services, PBX and all main network equipment located at the Main Distribution Frames of the GDOE sites within 2 hours. The response to equipment at the schools will be within 4 hours on a working day basis up to 7:00 pm.
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- n. If the problem is a Server problem, the Bidder is to inform GDOE of the nature of the problem as well as viable solutions for fixing the problem. GDOE will make the final determination on the solution.
- o. If the problem is determined to be a Server or Network equipment failure due to normal wear and tear, the Bidder shall repair or replace the equipment. Problems caused by users, electrical power, Acts of God, and the like are outside the responsibility of the Equipment Maintenance provider.
- p. If a major problem cannot be resolved within 72 hours, the Bidder must be able to dispatch server and network specialists to troubleshoot and correct the problem.
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3. On-island Equipment Provisioning

- a. To ensure that the network is operating and can meet the up-time requirements, the Bidder shall maintain, at all times, an on-island spare for the equipment:
 - b. **Failure to have faulty equipment replaced within 1 day will result in a penalty of \$100 a day for each major system component (e.g. Cisco Routers, and Radvision Gateway, ShoreTel Shoregear switches and gateways) that is inoperable.**
 - c. Network Equipment Configuration Services: The Bidder shall provide network configuration services for the network. Such network services include:
 - i. Configuration of the LAN and PBX switches;
 - ii. Configuration of the Cisco routers, including adding additional users and to ensure that the data is capable of following redundant paths;
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3. Problem calls shall be responded to within 2 working hours during the working day and within 4 hours over weekends and holidays if called upon. The goal is to resolve problems expeditiously.
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5. The Bidder must provide a description of the technical team that will support

the project. The proposed technical team will need to show the direct experiences in working with a particular technology. The Bidder must have the telephone contacts for previous employers so that the GDOE can verify that qualifications of the technical team.

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D. Contract Award

5. The contract that will be awarded will be for a period of 5 years with the potential for two (2) one-year extensions.
6. The GDOE reserves the right to terminate the contract for convenience with a 60-day notification and to issue a re-bid for the service.

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Payment Schedule

1. Billing for the federal share shall be made directly to the SLD in accordance with the procedures of the SLD. A copy of the invoice shall be submitted to the GDOE.
2. Billing for the GDOE portion shall be billed directly to the GDOE on a monthly basis unless otherwise directed.

End of Part 15 Basic Maintenance of Internal Connections

Evaluation Factors

Evaluation Factor	Weight
Price of the ELIGIBLE goods and services	60%
Other cost factors (including price of ineligible goods and services, price of changing providers, price for breaking contract, change in bid terms and conditions, etc)	15%
Compliance with Terms and Conditions	5%
Prior experience	10%
Management capability	10%
Total	100%

PART 1 Bid Form - Telephone Services

A	B	C	D	E	F	G
School District Provided Information	Bidder:			SPIN:		
Service	Activation/ Service Charge	MRC for Existing Lines	Installation of New Lines	MRC for New Lines	Other Charge (Specify)	Other Charge (Specify)
911/E911 Trunks/Lines						
Alarm Telephone Line						
Centrex						
Custom Calling Services						
Directory Assistance Charges						

PART 1A - Feature Levels for Centrex Phones

Feature Levels - The following are the requirements for the class of service. The Bidder shall indicate in the "Bid" cell whether the offered service complies (e.g. includes with the basic service) with the feature and service requirements.

Description of Service	FEATURE LEVELS			
	A Analog		B Features	
Service	Req	Bid	Req	Bid
Abbreviated (5-digit) Dialing	X		X	
Toll Restriction	X		X	
Authorization Code for LD Access	X		X	
Call Hold	X		X	
Call Waiting	X		X	
Call Conference	X		X	
Speed Dialing	X		X	
Call Forwarding Busy	X		X	
Call Forwarding Voice Mail	X		X	
Call Forward Don't Answer	X		X	
Call Forward External	X		X	
Call Forward Universal			X	
Calling Name Party Number Display			X	
Call Pickup			X	
Call Transfer Internal/External			X	
Distinctive Ringing			X	
Station Hunting			X	
Last Number Redial			X	
Call Park			X	
Camp On			X	
Message Waiting			X	
Voice Mail Admin Tools			X	
Voice Mail			X	
Voice Mail light Indicator			X	
Voice Mail to .wav or .mp3 delivered via email			X	
Voice Recorder to .wav or .mp3				

PART 1B - POTS and Centrex Features

Description of Option		
Line Option A = POTS		
Line Option B = Centrex Features		
Pricing Elements	Type	
	POTS	Feature Phone
Basic Line Rate	\$ -	\$ -
SMS Feature	\$ -	\$ -
Data Feature	\$ -	\$ -
Universal Service Fee	\$ -	\$ -
Unlimited Plan	\$ -	\$ -
General Excise Tax	\$ -	\$ -
Total Rate Per Line Option	\$ -	\$ -

PART 2 - ISDN and SIP Rates

The Bidder shall provide the installation and monthly rate for ISDN and SIP Trunking Services.			
ISDN and SIP Rates	Description	Installation	Monthly Lease
ISDN PRI	Integrated Services Digital Networking PRI Interface (23B+1D)	\$ -	\$ -
ISDN BRI	Integrated Services Digital Networking (Basic Rate Interface - 128 Kbps)	\$ -	\$ -
SIP Trunks	SIP Per Trunk Rate	\$ -	\$ -

PART 3 - Long Distance

The Bidder shall provide the per minute price for Long Distance Telephone Service to mobile or land line.	
Location	Per Minute
Anywhere in the United States	\$ -
Commonwealth of the Northern Mariana Islands	\$ -
Federated States of Micronesia	\$ -
Republic of Palau	\$ -
Republic of the Marshall Islands	\$ -
Japan	\$ -
Taiwan	\$ -
Philippines	\$ -
People's Republic of China	\$ -
Hong Kong	\$ -
List the Rate for All Countries	
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -

Part 4 Bid Form - Wireless Telecommunications Services

Bid Items	Activation Cost	Cost		
Per Minute Rate after 20/30 Hours Airtime				
MONTHLY RECURRING CHARGES	Activation Cost	Monthly Cost		
MRC for 20 hours Airtime				
MRC for 30 Hours Airtime				
MRC for Unlimited Airtime				
Other MRC - (e.g. 911, USF, etc.)				
Other MRC - (e.g. 911, USF, etc.)				
Other MRC - (e.g. 911, USF, etc.)				
Total Monthly Recurring Cost				
OTHER SERVICES (TEXTING, ETC.)	Activation Cost	Incident Cost	Monthly Cost/Unit	Cost
1.				\$ -
2.				\$ -
3.				\$ -
				\$ -

PART 5 - Internet Access Services

The Bidder shall provide the price for the Internet Access Service with a QOS of 70% to the continental United States			
Internet Access Services	Description	Installation	Monthly Rate
5 Mbps	Broadband Internet Access with QOS to US of 70%	\$ -	\$ -
10 Mbps	Broadband Internet Access with QOS to US of 70%	\$ -	\$ -
15 Mbps	Broadband Internet Access with QOS to US of 70%	\$ -	\$ -
20 Mbps	Broadband Internet Access with QOS to US of 70%	\$ -	\$ -
25 Mbps	Broadband Internet Access with QOS to US of 70%	\$ -	\$ -
30 Mbps	Broadband Internet Access with QOS to US of 70%	\$ -	\$ -
35 Mbps	Broadband Internet Access with QOS to US of 70%	\$ -	\$ -
40 Mbps	Broadband Internet Access with QOS to US of 70%	\$ -	\$ -
45 Mbps	Broadband Internet Access with QOS to US of 70%	\$ -	\$ -
50 Mbps	Broadband Internet Access with QOS to US of 70%	\$ -	\$ -
45 Mbps	Broadband Internet Access with QOS to US of 70%	\$ -	\$ -
50 Mbps	Broadband Internet Access with QOS to US of 70%	\$ -	\$ -
45 Mbps	Broadband Internet Access with QOS to US of 70%	\$ -	\$ -
50 Mbps	Broadband Internet Access with QOS to US of 70%	\$ -	\$ -

PART 6 - Wide Area Network

The Bidder shall provide the price for Wide Area Network (WAN) Ethernet connectivity to connect points to each School Sites. The service is a Guam wide service and must provide a 100% CIR between two site locations.

Internet Access in Mbps	Installation	Monthly Rate
5 Mbps	\$ -	\$ -
10 Mbps	\$ -	\$ -
15 Mbps	\$ -	\$ -
20 Mbps	\$ -	\$ -
50 Mbps	\$ -	\$ -
100 Mbps	\$ -	
1000 Mbps	\$ -	\$ -

PART 7 - Dark Fiber

The Bidder shall provide the monthly price for Dark Fiber in a ring configuration. The ring may be a physical ring which connects site to site. Or, the Bidder may also provide a hub and spoke configuration with jumpers for form a ring. The Bidder shall specify which configuration is planned. If a nodal ring is form by providing fiber from location to location, then, the fiber network must provide two strand from a preceding site node and two strands to the next site node. The losses must be based on industry standards for distance, splices, connectors.

GGWAN Dark Fiber Node	Installation	Monthly Rate
Price for Node	\$ -	\$ -

Part 8 Bid Form - Internet Access - Miscellaneous

Bidder:			SPIN:	
A	B	C	D	E
School District Provided Information		Bidder Fills Out		
Name of Internet Access Service	Service #	Installation/ Activation Fee	Monthly Recurring Charge	Total Annual Recurring Charge
Domain Name Registration				
Email Service				
Web Hosting				
Filtering Services				
Other:				
Other:				
Other:				
Summary of Cost Proposal		\$ -	\$ -	\$ -

PART 13 - Basic Maintenance

The Bidder shall provide a monthly maintenance prices for the following equipment.		
Item for Maintenance	Installation	Monthly Rate
Shoretel Server	\$ -	\$ -
Shoretel Software License	\$ -	\$ -
Shoretel Phones	\$ -	\$ -
All Inside Wire for Schools	\$ -	\$ -