

1 admissible at the hearing in this matter and reserves the right to object to the admission of
2 evidence at the hearing.

3 **III. Exhibits.**

4 Attached hereto, marked as Exhibit A, is a true copy of the published Multi-Step Bid
5 Invitation published by GSA on December 19, 2008, and marked as Exhibit B, a true copy of
6 the Invitation For Multi-Step Bid No.: GSA-019-09.

7 **IV. Admissions of Fact.**

8 GSA has previously admitted, in its Agency Report, filed herein on October 10, 2008,
9 every fact relevant to the appeal of appellant, Town House Department Stores, Inc., DBA
10 Island Business Systems & Supplies (hereafter, IBSS).

11 GSA admits that the specifications used in the Request for Quotations numbered RFQ #
12 08002241, RFQ # 08002249, RFQ # 08002251, RFQ # 08002252, RFQ # 08002255, and
13 RFQ # 08002256 are proprietary in nature and violate Guam Procurement Act at 5 GCA §
14 5265 and 5268, and Guam Procurement Regulation 2 GAR Div. 4, §4102.

15 GSA admits that the acquisition of the supplies and services covered by this appeal as
16 identified in the Request for Quotations numbered RFQ # 08002241, RFQ # 08002249, RFQ
17 # 08002251, RFQ # 08002252, RFQ # 08002255, and RFQ # 08002256, which supplies and
18 services are available to the Government of Guam from the Federal Supply Schedule
19 Program (FSSP), shall be acquired by use of the competitive sealed bid method of source
20 selection as specified in 5 GCA § 5201(a).

21 **V. List of Issues For Hearing.**

22 GSA asserts that there are no issues of fact or law to be decided by a hearing in this
23 matter. As previously asserted in its Agency Report, GSA agrees with IBSS that in order to
24 properly acquire services and supplies from the Federal Supply Schedule Program, GSA
25 must utilize non-proprietary commercial specifications that emphasize functional and

1 performance criteria that will meet the government's minimum essential needs and that foster
2 competition.

3 Further, GSA agrees with IBSS that the services and supplies covered by the RFQ
4 numbers stated above, which services and supplies are available to the Government of Guam
5 from the Federal Supply Schedule Program (FSSP), shall be acquired by use of the
6 competitive sealed bid method of source selection specified in 5 GCA §5210(a).

7 Exhibits A and B, attached hereto, are the advertisement informing the community of
8 the invitation for a multi-step bid, and the multi-step bid itself. This competitive sealed
9 bidding process replaces the Request For Quotations process objected to by Appellant and
10 the proprietary specifications objected to by Appellant.

11 GSA respectfully asserts that the questions raised by this appeal are moot. There are no
12 questions of fact or law to be determined by the Hearing Officer in this matter.

13 **Now Therefore,** GSA prays that the Public Auditor determine that this matter is now
14 moot, as there is no issue remaining to be resolved, and prays that an order be entered
15 dismissing this Appeal.

16 Dated this 29th day of December, 2008.

17
18 OFFICE OF THE ATTORNEY GENERAL
19 Alicia G. Limtiaco, Attorney General of Guam


20 By: 
21 JOHN WEISENBERGER
22 Assistant Attorney General
23
24
25

EXHIBIT A

IN THE APPEAL OF TOWN HOUSE DEPARTMENT STORES, INC. DBA ISLAND BUSINESS
SYSTEMS & SUPPLIES, APPELLANT

OPEC makes deepest oil cut ever to rescue prices

ORAN, Algeria (Reuters) — OPEC oil ministers agreed their deepest output cut ever on Wednesday, cutting 2.2 million barrels per day from oil markets in a race to balance supply with rapidly crumbling demand for fuel.

The 12 members of the Organization of the Petroleum Exporting Countries were also aiming to build a floor under prices that

Washington quickly condemned OPEC's attempts to end cheaper oil prices. Its cut, the third this year, brings a total reduction in OPEC supply to 4.2 million bpd, taking nearly five percent of world supply off the market.

"OPEC has an obligation to keep the market well supplied and to consider the health of the global economy, so efforts to limit

sure new restraints were strictly enforced.

"I can tell you it's going to be implemented and it's going to be implemented very well because we do not have a choice," said Khelil, also Algeria's energy minister.

"If not, the situation is going to get worse."



Further blow

AP



Gsa General Services Agency
(Aberianan Saksition Itharak)
Department of Administration



Felix P Camacho
Governor
148 Route 1 Marine Drive, Piti, Guam 96915
Tel: 475-1707-13 Fax: 472-4217/475-1716/475-1727
Michael W. Cruz
Lt. Governor

THIS ADVERTISEMENT WAS PAID WITH GOVERNMENT FUNDS BY:

Department of Administration

A non-refundable fee of \$10.00 per bid package will be assessed. Certified Check, Cashier's Check, Cash will be accepted. No personal or company check. Payment for bid package picked up after 3:00pm will not be accepted.

MULTI-STEP BID INVITATION

Bid No. GSA-010-09

For: 60 Month Lease Agreement Inclusive of Equipments, Services, Related Consumables and Software Solutions for Digital Multifunctional Systems.

Opening Date: JANUARY 5, 2009 Time: 10:00 a.m.

INTERESTED PARTY MAY PICK UP FORMS/SPECIFICATIONS AT SAID PLACE

/s/ CLAUDIA S. ACFALLE
Chief Procurement Officer

It doesn't cost much to get more business.

\$5-\$12

per column inch

EXHIBIT A

EXHIBIT B

IN THE APPEAL OF TOWN HOUSE DEPARTMENT STORES, INC. DBA ISLAND BUSINESS
SYSTEMS & SUPPLIES, APPELLANT

GSA GENERAL SERVICES AGENCY

(Ahensian Setbision Hinirat)
Government of Guam
P.O. Box FG, Agana, Guam 96910
Tel: 475-1713 * Telefax: 472-4217; 475-1716; 475-1727

Accountability * Impartiality * Competence * Openness * Value

INVITATION FOR MULTI-STEP BID NO. : GSA-010-09

DESCRIPTION: **60 Month Lease Agreement Inclusive of Equipments, Services, Related consumables and Software Solutions for Digital Multifunctional System.**

SPECIFICATION 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.
- () STATEMENT OF QUALIFICATIONS;
- (X) ****NOTE: Bid Price shall be submitted in a separate envelope. Be advised if included with technical it will be automatically rejected.**
- (X) BROCHURES/DESCRIPTIVE LITERATURE;
- (X) AFFIDAVIT OF DISCLOSURE OF MAJOR SHAREHOLDERS - Must comply with the following requirements:
- a. Date of signature of the person authorized to sign the bid and the notary date must be the same.
- (X) OTHER REQUIREMENTS:
Non-Collusion Affidate, U.S. D.O.L. Wage Determination & Sexual Offenders Affidate

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 rejection of the bid.

On this _____ day of _____, 2008, I, _____, authorized representative of _____ acknowledge receipt of this special reminder to prospective bidders with the above referenced IFB.

Bidder Representative's Signature

INVITATION FOR MULTI-STEP BID

ISSUING OFFICE:



CLAUDIA S. ACFALLE
Chief Procurement Officer

GENERAL SERVICES AGENCY
GOVERNMENT OF GUAM
P.O. BOX FG
AGANA, GUAM 96910

DATE ISSUED: **December 19, 2008**

BID INVITATION NO: **GSA-010-09**

BID FOR: **60 Months Lease Agreement Inclusive of Equipments, Services, Related Consumables and Software Solutions for Digital Multifunctional Systems.**

SPECIFICATION: **See attached specifications**

DESTINATION: **ALL OF GOVERNMENT AGENCIES TO INCLUDE AUTONOMOUS**

REQUIRED DELIVERY DATE: **30 Days Upon Receipt of Purchase Order**

INSTRUCTION TO BIDDERS:

INDICATE WHETHER: INDIVIDUAL PARTNERSHIP CORPORATION

INCORPORATED IN: _____

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) **10:00 am** (Date) **Jan. 05, 2009**, and will **not** 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 as listed, 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 **60** 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:

CLAUDIA S. ACFALLE
Chief Procurement Officer

NAME AND ADDRESS OF CONTRACTOR:

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS CONTRACT:

ITEM NO.	DESCRIPTION	UOM
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1.1	To provide a 60 month Lease agreement, inclusive of Equipments, Services, Related Consumables and Software Solutions. For a Stand-Alone Digital Multifunctional System As per the following specifications.	1 ea.
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NOTE: Charges for overage of copies exceeding the monthly allowance prints.

Black/White Print Copies
Color Print Copies

Specifications:

Bidding/Remarks

Digital Network Printer, Desktop Copier and Color Scanner	_____
50 Page Automatic document Feeder	_____
Two Sided copying, printing and Scanning	_____
Scan to email	_____
Print Image Quality of 600 x 600 dpi, 1200 interpolated	_____
Rated Speed of 45 prints or copies per minute	_____
8 ½ x 11 to 8 ½ x 14 throughput	_____
16 to 53 lb. Paper Weights	_____
1-500 sheet paper trays and	_____
1-100 sheet bypass tray	_____
Ability to print on labels and transparencies	_____
Reduction/Enlargement from 25% up to 400%	_____
10/100 BaseT Ethernet	_____
384MB Memory and a 40GB Hard Drive	_____
Fax speed 33.6kbps	_____

Bidding On:

Manufacturer: _____

Make: _____

Model: _____

Place of Origin: _____

Date of Delivery: _____

ITEM NO.	DESCRIPTION	UOM
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2.1	To provide a 60 month Lease agreement, inclusive of Equipments, Services, Related Consumables and Software Solutions. For a Color Digital Multifunctional System as per the following specifications.	1 ea.
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NOTE: Charges for overage of copies exceeding the monthly allowance prints.

Black/White Print Copies
Color Print Copies

Specifications:

Bidding/Remarks

Copy, Print, Fax and Scan	_____
Speed of up to 28 B/W and 26 Color	_____
Speed of up to 1200 x 1200 dpi	_____
50 Sheets Automatic Document Feeder	_____
Automatic two-sided copy/print capability	_____
Two (2) Paper cassettes (550 sheets x 2)	_____
50 sheet by-pass tray	_____
1,150 sheets paper capacity	_____
Paper weights up to 110 lb.	_____
Sorting and collating capable	_____
Able to print on a network using multiple	_____
Operating systems including Windows 98, 2000, NT, XP, Macintosh OS X or higher	_____
Network connectivity via Ethernet	_____
Remote user/Administrator Management System Via the network	_____
Identification Management System with password capability for copying/printing and also with copy/print limitation	_____
1GB RAM and 80GB HDD	_____
Walk up and PC faxing capability with fax forwarding capability to reduce Hardcopy output	_____
Fax speed 33.6kbps	_____
Able to store addresses for emails, faxes Or PCs	_____

Able to send email(s), scan to desktop(s)
fax(s) and send to mailbox all at the
same time

.....
.....

100 internal mailboxes
5 User License Document Management
Software

.....
.....

System set-up to include the installation of
up to five (5) workstations and system support

.....

Bidding On:

Manufacturer:

Make:

Model:

Place of Origin:

Date of Delivery:

ITEM NO.	DESCRIPTION	UOM
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3.1	To provide a 60 month Lease agreement, inclusive of Equipments, Services, Related Consumables and Software Solutions. For a Color Digital Multifunctional System as per the following specifications.	1 ea.
-----	---	-------

NOTE: Charges for overage of copies exceeding the monthly allowance prints.

Black/White Print Copies
Color Print Copies

Specifications:

Bidding/Remarks

Copier/Printer/Fax/Scanner	_____
2000 B/W Prints Allowance	_____
36 Prints/copies per minute B/W	_____
26 Prints/Copies per minute Color	_____
1200 x 1200 dpi resolution	_____
5.5 x 8 1/2 to 11 x 17 throughput	_____
16 to 110 lb. Paper Weight	_____
Four (4) Paper Trays with One (1) Bypass tray	_____
50 Sheet Automatic Duplexing Document Feeder	_____
Two (2) Sided printing, copying, and Scanning up to 11 x 17	_____
Automatic Multi-position Stapler	_____
Three (3) Hole Punching	_____
Ability to print on labels and transparencies	_____
Reduction/Enlargement 25% up to 400%	_____
Network Connectivity through 100/10 BaseT or optional USB Printer port	_____
Multiple simultaneous network Protocols including Windows	_____
Copy and Print password protection For access to black and color copying And printing	_____

FEM

NO. DESCRIPTION UOM

4.1 To provide a 60 month
Lease agreement, inclusive of
Equipments, Services, Related
Consumables and Software
Solutions. For a Desktop Fax
Machine Multifunctional System 1 ea.
As per the following specifications.

NOTE: Charges for overage of copies exceeding the monthly allowance prints.

Black/White Print Copies

Color Print Copies

Specifications:

Bidding/Remarks

Copy/Print/Fax and Scan

1000 prints per month

Copy and Print at 18ppm

40 page auto document feeder

2 Trays @ 550 sheets ea.

Output tray @ 250 sheets

Copy Resolution 600x600 dpi

Print Resolution 1200x1200 dpi

Bidding On:

Manufacturer: _____

Make: _____

Model: _____

Place of Origin: _____

Date of Delivery: _____

Scan to any PC on the network

Color and Monochrome Scanning at
200x200, 400x400 or 600x600 dpi

Up to 33.6kbps fax capability

Bidding On:

Manufacturer: _____

Make: _____

Model: _____

Place of Origin: _____

Date of Delivery: _____

ITEM NO.	DESCRIPTION	UOM
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5.1 To provide a 60 month Lease agreement, inclusive of Equipments, Services, Related Consumables and Software Solutions. For a Digital Color Multifunctional System 1 ea.
As per the following specifications.

NOTE: Charges for overage of copies exceeding the monthly allowance prints.

Black/White Print Copies
Color Print Copies

<u>Specifications:</u>	<u>Bidding/Remarks</u>
Copier/Printer, Fax and Scanner	
7500 Black/White Prints	
600 Color Prints	
65 Prints/copies per minute in Black and White	
50 Prints/copies per minute in Color	
Four (4) Paper Trays with One (1) Bypass tray, Total Sheet Capacity: 1620	
Fax capability 33.6kbps and LAN Fax	
Automatic Duplexing Document Feeder Up to 250 page.	
Automatic Multi-position Stapler	
2/3 Hole Punching	
Scan to any PC on the network (Network Scanning)	
Color and Monochrome Scanning From 72x72 up to 600x600 dpi	
Scan to text-searchable PDF or TIF Formats	
Paper-port Document Management Software PDF Creator with Secure PDF option Omni-page Optical Character recognition Software (10 User License)	
Image Retriever	
Automatic Form Completion	
Up to 2400 x 2400 dpi resolution	
5 ½ x 8 ½ to 13 x 19 throughput	

17 to 170 lb Paper Weight

Two-sided printing, copying, faxing
And scanning up to 11 x 17

Ability to print on label and transparencies
Reduction/Enlargement from 25% to 400%

Network connectivity through 100/10
BaseT or optional USB printer port

Multiple simultaneous network protocols
Including Windows & Macs

Copy and Print password protection
For access to black and color copying
And printing

Bidding On:

Manufacturer: _____

Make: _____

Model: _____

Place of Origin: _____

Date of Delivery: _____

ITEM NO.	DESCRIPTION	UOM
6.1	To provide a 60 month Lease agreement, inclusive of Equipments, Services, Related Consumables and Software Solutions. For a Digital Color Multifunctional System As per the following specifications.	1 ea.

NOTE: Charges for overage of copies exceeding the monthly allowance prints.

Black/White Print Copies
Color Print Copies

Specifications:

Bidding/Remarks

Copier/Printer, Fax and Scanner	_____
12000 Black/White Prints	_____
1000 Color Prints	_____
75 Prints/copies per minute in Black and White	_____
50 Prints/copies per minute in Color	_____
Four (4) Paper Trays with One (1) Bypass tray, Total Sheet Capacity: 3260	_____
Fax capability 33.6kbps and LAN Fax	_____
Automatic Duplexing Document Feeder Up to 250 page.	_____
Automatic Multi-position Stapler	_____
2/3 Hole Punching	_____
Scan to any PC on the network (Network Scanning)	_____
Color and Monochrome Scanning From 72x72 up to 600x600 dpi	_____
Scan to text-searchable PDF or TIF Formats	_____
Paper-port Document Management Software PDF Creator with Secure PDF option Omni-page Optical Character recognition Software (10 User License)	_____
Image Retriever	_____
Automatic Form Completion	_____
Up to 2400 x 2400 dpi resolution	_____

5 1/2 x 8 1/2 to 13 x 19 throughput

17 to 170 lb Paper Weight

Two-sided printing, copying, faxing
And scanning up to 11 x 17

Ability to print on label and transparencies

Reduction/Enlargement from 25% to 400%

Network connectivity through 100/10
BaseT or optional USB printer port

Multiple simultaneous network protocols
Including Windows & Macs

Copy and Print password protection
For access to black and color copying
And printing

Bidding On:

Manufacturer: _____

Make: _____

Model: _____

Place of Origin: _____

Date of Delivery: _____

ITEM NO.	DESCRIPTION	UOM
7.1	To provide a 60 month Lease agreement, inclusive of Equipments, Services, Related Consumables and Software Solutions. For a Digital Color Multifunctional System As per the following specifications.	1 ea.

NOTE: Charges for overage of copies exceeding the monthly allowance prints.

Black/White Print Copies
Color Print Copies

Specifications:

Bidding/Remarks

Network Printer/ Desktop Copier/ Fax	_____
PC Scanner(Mailbox)/Scan to Email	_____
3000 Black/White Prints	_____
22 Prints/copies per minute in B/W	_____
Total Sheet Capacity: 650	_____
2 Paper Drawers, Bypass Paper Tray, With Stand	_____
Fax capability 33.6kbps	_____
Fax from Automatic Document Feeder Or Glass	_____
50 Page Automatic Document Feeder	_____
Printing via parallel port, USB cable 10/100 BaseT Ethernet	_____
Scan to PC and Scan to Email/SMTP	_____
Color Scanning up to 4800 x 4800 dpi	_____
Up to 1200 x 1200 dpi resolution	_____
8 1/2 x 11 to 8 1/2 x 14	_____
16 to 43 lb Paper Weight	_____
Two-sided printing and copying	_____

Ability to print on label and transparencies

Paper-port Digital Paper Management Software
and Omni-page Optical Character recognition
Software

Reduction/Enlargement from 25% to 400%

Drivers for Mac, Windows 98/NT4.0/2000/
Me/XP Operating Systems

Bidding On:

Manufacturer: _____

Make: _____

Model: _____

Place of Origin: _____

Date of Delivery: _____

ITEM NO.	DESCRIPTION	UOM
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8.1	To provide a 60 month Lease agreement, inclusive of Equipments, Services, Related Consumables and Software Solutions. For a Digital Color Multifunctional System As per the following specifications.	1 ea.
-----	---	-------

NOTE: Charges for overage of copies exceeding the monthly allowance prints.

Black/White Print Copies
Color Print Copies

Specifications:

Bidding/Remarks

Copy/ Print/ Scan/Fax/Email	_____
Network Printer	_____
20,000 Black/White Prints	_____
1,000 Color Prints	_____
65 Prints/copies per minute in B/W	_____
50 Prints/copies per minute in Color	_____
80 Prints/copies per minute Network Printing scanning	_____
Fax capability 33.6kbps	_____
2 Paper Drawers, Bypass Paper Tray, With Stand	_____
Automatic Document Feeder to handle Up to 250 sheets	_____
Stapling up to 50 sheets & multi position Stapling	_____
Network scanning directly to desktop Stations.	_____
Scan to email text searchable PDF or TIF Format	_____
Printing via parallel port, USB cable 10/100 BaseT Ethernet	_____
Up to 2400 x 2400 dpi resolution	_____

5 1/2 x 8 1/2 to 13 x 19

16 to 170 lb Paper Weight

Two-sided printing and copying

Reduction/Enlargement from 25% to 400%

Bidding On:

Manufacturer: _____

Make: _____

Model: _____

Place of Origin: _____

Date of Delivery: _____

ITEM NO.	DESCRIPTION	UOM
9.1	To provide a 60 month Lease agreement, inclusive of Equipments, Services, Related Consumables and Software Solutions. For a Digital Color Multifunctional System As per the following specifications.	1 ea.

NOTE: Charges for overage of copies exceeding the monthly allowance prints.

Black/White Print Copies
Color Print Copies

Specifications:

Bidding/Remarks

Digital Copier/ Fax/ Network Printer and Network Scanner

Scanning of originals into memory Prior to printing

Multiple copy or Network scan jobs while printing (Scan ahead)

500 Black/White Prints

55 Prints/copies per minute in B/W

Fax capability 33.6kbps

Two (2) Paper Trays handling up to 550 sheets each adjustable for 8 1/2 x 11, 8 1/2 x 14, 8 1/2 x 17

Bypass Tray holding up to 100 sheets Fully adjustable

Total Sheet Capacity 4,800

Automatic Document Feeder to handle Up to 75 sheets

Stapling up to 50 sheets & multi position Stapling

Scan to email text searchable PDF or TIF Formats in Word or Excel

Printing via parallel port, USB cable 10/100 BaseT Ethernet

Up to 1800 x 1800 dpi resolution

5 1/2 x 8 1/2 to 8 1/2 x 14

60 to 110 lb Paper Weight

Ability to print on labels and transparencies

Automatically Copy, Print and Scan
Two-sided

Reduction/Enlargement from 25% to 400%

Bidding On:

Manufacturer: _____

Make: _____

Model: _____

Place of Origin: _____

Date of Delivery: _____

ITEM NO.	DESCRIPTION	UOM
----------	-------------	-----

10.1	To provide a 60 month Lease agreement, inclusive of Equipments, Services, Related Consumables and Software Solutions. For a Digital Color Multifunctional System As per the following specifications.	1 ea.
------	---	-------

NOTE: Charges for overage of copies exceeding the monthly allowance prints.

Black/White Print Copies
Color Print Copies

Specifications:

Bidding/Remarks

Copier/Printer/Scanner & Fax	_____
Network Printer & Scanner	_____
6000 Black/White Prints	_____
500 Color Prints	_____
36 Prints/copies per minute in B/W	_____
26 Prints/copies per minute Color	_____
Fax capability 33.6kbps	_____
Three (3) Paper Trays	_____
Automatic Document Feeder to handle Up to 50 sheets	_____
Stapling up to 50 sheets & multi position Stapling	_____
Scan to email text searchable PDF or TIF Formats in Word or Excel	_____
Network Scan to PC Desktop	_____
Printing via parallel port, USB cable 10/100 BaseT Ethernet	_____
600 x 600 dpi copy resolution Up to 1200 x 1200 dpi print resolution	_____
5 1/2 x 8 1/2 to 11 x 17	_____
16 to 110 lb Paper Weight	_____

Ability to print on labels and transparencies _____

Two-sided printing, copying, scanning
and faxing up to 11 x 17 paper size _____

Reduction/Enlargement from 25% to 400% _____

Bidding On:

Manufacturer: _____

Make: _____

Model: _____

Place of Origin: _____

Date of Delivery: _____

ITEM NO.	DESCRIPTION	UOM
11.1	To provide a 60 month Lease agreement, inclusive of Equipments, Services, Related Consumables and Software Solutions. For a Digital Color Multifunctional System As per the following specifications.	1 ea.

NOTE: Charges for overage of copies exceeding the monthly allowance prints.

Black/White Print Copies
Color Print Copies

Specifications:

Bidding/Remarks

Copier/Print/ Fax and Scan	_____
7500 Black/White Prints	_____
600 Color Prints	_____
65 Prints/copies per minute in Black and White	_____
50 Prints/copies per minute in Color	_____
80 Prints/copies per minute Network Printing scanning	_____
Four (4) Paper Trays with One (1) Bypass tray, Total Sheet Capacity: 1620	_____
Fax capability 33.6kbps and LAN Fax	_____
Automatic Duplexing Document Feeder Up to 250 page.	_____
Automatic Multi-position Stapler	_____
2/3 Hole Punching	_____
Scan to any PC on the network (Network Scanning)	_____
Color and Monochrome Scanning From 72x72 up to 600x600 dpi	_____
Scan to text-searchable PDF or TIF Formats	_____
Paper-port Document Management Software PDF Creator with Secure PDF option Omni-page Optical Character recognition Software (10 User License)	_____
Image Retriever	_____
Automatic Form Completion	_____

Up to 2400 x 2400 dpi resolution _____

5 1/2 x 8 1/2 to 13 x 19 throughput _____

17 to 170 lb Paper Weight _____

Two-sided printing, copying, faxing
And scanning up to 11 x 17 _____

Ability to print on label and transparencies _____

Reduction/Enlargement from 25% to 400% _____

Network connectivity through 100/10
BaseT or optional USB printer port _____

Multiple simultaneous network protocols
Including Windows & Macs _____

Copy and Print password protection
For access to black and color copying
And printing _____

Bidding On:

Manufacturer: _____

Make: _____

Model: _____

Place of Origin: _____

Date of Delivery: _____

ITEM NO.	DESCRIPTION	UOM
12.1	To provide a 60 month Lease agreement, inclusive of Equipments, Services, Related Consumables and Software Solutions. For a Digital Color/ Printer/ Scanner and Fax Machine As per the following specifications.	1 ea.

NOTE: Charges for overage of copies exceeding the monthly allowance prints.

Black/White Print Copies
Color Print Copies

Specifications:

Bidding/Remarks

7000 Black/White prints	_____
1000 Color prints	_____
75ppm Black/White minimum print copy	_____
50ppm Color copy and print	_____
Walk up Fac & LAN Fax (PC fax)	_____
Scanning in B/W or Color	_____
Scanning speed 80 spm black/white and 50 spm in color	_____
Scans in color for ability to print color Color documents	_____
Automatic document feeder hold up to 250 sheets	_____
Unlimited saddle stitch booklet making, Letter, legal & 11 x 17 paper sizes	_____
Automatic stapling 100 sheet multi-position Stapler	_____
Staling – 50 sheets capability	_____
2/3 hole punching	_____
Folding, Bi-folding, C and V-folding	_____
Scans two sided documents at one time	_____
Accommodates up to 110 cardstock	_____
Survey Analysis software with one (1) Year maintenance	_____
Scan to PC Desktop Suite, 10 User license	_____
Paper-port Document Management Software	_____

Text Searchable PDF
Able to search a document using key words
PDF Creator with Secure PDF option.
Omni-page Optical character recognition
Software

Image Retriever
Automatic Form Completion
20 Amp Line Conditioner
Installation and Delivery

Bidding On:

Manufacturer: _____

Make: _____

Model: _____

Place of Origin: _____

Date of Delivery: _____

ITEM NO.	DESCRIPTION	UOM
13.1	To provide a 60 month Lease agreement, inclusive of Equipments, Services, Related Consumables and Software Solutions. For a Digital Color/Multifunction Printer/ Scanner Copier with fiery controller/ Network color server As per the following specifications.	1 ea.

NOTE: Charges for overage of copies exceeding the monthly allowance prints.

Black/White Print Copies
Color Print Copies

Specifications:

Bidding On/Remarks

4000 Black/White print monthly	_____
2000 Color print monthly	_____
Offset C-tray/Wing Kt.	_____
Convenience Stapler	_____
20 Amp Line Conditioner	_____
Training to include IT support	_____
50ppm (color)	_____
65ppm (black/white)	_____
Multi-position stapling	_____
2-3 Hole punching	_____
Input – up to 13 x 19 (through bypass tray – posters, etc.)	_____
250 sheet capacity document feeder (DADF and BYPASS)	_____
Weights – up to 300gsm/ 110 lb. cover Required	_____
Total paper capacity – 3,260	_____
Reduction/Enlargement (25% - 400%)	_____
Enhanced gloss level, book coping/two-sided book copying, missed sized originals, image Rotation, edge erase, mirror/negative images, Image shift, booklet creation, multi-up, Annotation and set numbering, covers, poster Mode, repeat image, build job, delete inside/outside Editing.	_____

2400 x 2400 dpi resolution.

Network color fiery controller with command
Station 4.5 with Color-wise pro tools for
Color manipulation

80GB hard drive

2400 x 2400 dpi

Scan to mailbox

Resolution – 200 x 200 dpi; 300 x 300 dpi;
400 x 400 dpi, 600 x 600 dpi

Bidding On:

Manufacturer: _____

Make: _____

Model: _____

Place of Origin: _____

Date of Delivery: _____

Easy and secure configuration from
Any workstation.

Network integration with Windows NT,
Active Directory and Novell Directory
Services

Installation wizard.

Volume analysis reporting tool

Tracks device port, duplex information,
Number of pages, number of copies and
Network user.

Automatic color and monochrome tracking

Stores detailed information about every
Device that prints.

Automatically builds inventory lists of
Every user, printing device and computer.

Automatic redirection of print jobs from
High-cost to low-cost devices

Utilize printing limits with customizable
Pop-up messages to notify users of print
Job costs before they print

Specifying printing restrictions based on
The device and user.

Restrict color printing per user

PIN codes and declining balances
for charging users.

Specify devices and applications to
Track or not.

Job snoozing and job batching functionality

Charge your customers or users by the page
Or by the paper size.

**Scanned Image Management Software
(15 Seats License-Min) Solution**

Paper-port (Electronic document management)

Omni Page (Optical Character Recognition)

Image Retriever (Automated monitoring and
Retrieval of images in shared network folders)

PDF Converter (Full PDF writing and
Modification, annotation, highlighting,
erasing, etc.

**High Speed Copier/Printer/Scanner
(Quantity 1) Solution**

Print Speed of 110 prints/copies per minute	_____
100 images per minute scanning with Either single or two sided originals	_____
First copy out time in 3 seconds	_____
Up to 2400 x 2400 dpi print resolution	_____
Two-sided printing, copying, and scanning	_____
Up to 11 x 17 paper handling	_____
250 Page Automatic Duplexing Document feeder	_____
Heavyweight paper handling (from all trays Preferable)	_____
4050 Total Sheet Capacity with 5 Trays: Tray 1: 1100 Sheets, Tray 2: 1600 Sheets, Tray 3 & Tray 4: 550 Sheets each By-pass Tray: 250 Sheets	_____ _____ _____
Multi-position Stapling up to 100 sheets at a time	_____
2 and 3 hole punching	_____
Reduction/Enlargement from 25% up To 400%	_____
Network connectivity through 10/100/1000 BaseT	_____
Operates on multiple simultaneous Network protocols	_____
Scan to Network File Server and Email in PDF and TIFF	_____
Scanning at up to 600 x 600 dpi	_____
Monochrome and Color Scanning	_____
PDF Compression	_____
40GB of Total Hard Drive Memory	_____
True Adobe PostScript Level 3 and PCL 5c and 6	_____

**Color capable copier/ printer/ scanner/ fax
(Quantity 3) Solution**

40 prints/copies per minute in Black
And 10 prints/copies per minute in
Color Scan speed of 50 images per
minute

.....

Warm up time of less than 30 seconds

.....

Handles up to 11 x 17 paper

.....

Handles heavyweight paper (up to 110 lb.)

.....

2720 Total Sheet Capacity

.....

75 Page Automatic Duplexing Document
feeder

.....

50 Sheet Automatic In line Stapler

.....

Two-sided printing and copying
Up to 11 x 17

.....

Printing up to 1200 x 600 dpi

.....

Offset Collating and sorting

.....

Reduction/Enlargement from 25% up
To 400%

.....

Network connectivity through 100/10 BaseT

.....

1GB RAM and 20GB of Hard Drive Memory

.....

25 Amp Line Conditioner

.....

Bidding On:

Manufacturer:

Make:

Model:

Place of Origin:

Date of Delivery:

**** Note to Bidder:**

- Must include local full service & maintenance support, cover parts replacement and labor.
- 24 Hours; Monday – Sunday Technical Support
- System Analyst Services for initial installation on a network
- Professional training
- To include Maintenance for both hardware and software for the duration of the lease.
- Damages due to Typhoon, Earthquake, Lighting, or other natural causes shall be covered by the bidder.
- Bidder shall also guarantee training and performance to be provided on equipment and software solutions,
- And to allow replacement of equipment at any time during the lease with no charge to the government should the government be unsatisfied with its performance.

ITEM NO.	DESCRIPTION	UOM	MONTHLY	ANNUALLY
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1.1	To provide a 60 month Lease agreement, inclusive of Equipments, Services, Related Consumables and Software Solutions. For a Stand-Alone Digital Multifunctional System As per the following specifications.	1 ea.	\$ _____	\$ _____
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NOTE: Charges for overage of copies exceeding the monthly allowance prints.

Black/White Print Copies	\$ _____	\$ _____
Color Print Copies	\$ _____	\$ _____

2.1	To provide a 60 month Lease agreement, inclusive of Equipments, Services, Related Consumables and Software Solutions. For a Color Digital Multifunctional System as per the following specifications.	1 ea.	\$ _____	\$ _____
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NOTE: Charges for overage of copies exceeding the monthly allowance prints.

Black/White Print Copies	\$ _____	\$ _____
Color Print Copies	\$ _____	\$ _____

3.1	To provide a 60 month Lease agreement, inclusive of Equipments, Services, Related Consumables and Software Solutions. For a Color Digital Multifunctional System as per the following specifications.	1 ea.	\$ _____	\$ _____
-----	---	-------	----------	----------

NOTE: Charges for overage of copies exceeding the monthly allowance prints.

Black/White Print Copies	\$ _____	\$ _____
Color Print Copies	\$ _____	\$ _____

4.1	To provide a 60 month Lease agreement, inclusive of Equipments, Services, Related Consumables and Software Solutions. For a Desktop Fax Machine Multifunctional System As per the following specifications.	1 ea.	\$ _____	\$ _____
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NOTE: Charges for overage of copies exceeding the monthly allowance prints.

Black/White Print Copies	\$ _____	\$ _____
Color Print Copies	\$ _____	\$ _____

ITEM NO.	DESCRIPTION	UOM	MONTHLY	ANNUALLY
5.1	To provide a 60 month Lease agreement, inclusive of Equipments, Services, Related Consumables and Software Solutions. For a Digital Color Multifunctional System As per the following specifications.	1 ea.	\$ _____	\$ _____
	NOTE: Charges for overage of copies exceeding the monthly allowance prints.			
	Black/White Print Copies		\$ _____	\$ _____
	Color Print Copies		\$ _____	\$ _____
6.1	To provide a 60 month Lease agreement, inclusive of Equipments, Services, Related Consumables and Software Solutions. For a Digital Color Multifunctional System As per the following specifications.	1 ea.	\$ _____	\$ _____
	NOTE: Charges for overage of copies exceeding the monthly allowance prints.			
	Black/White Print Copies		\$ _____	\$ _____
	Color Print Copies		\$ _____	\$ _____
7.1	To provide a 60 month Lease agreement, inclusive of Equipments, Services, Related Consumables and Software Solutions. For a Digital Color Multifunctional System As per the following specifications.	1 ea.	\$ _____	\$ _____
	NOTE: Charges for overage of copies exceeding the monthly allowance prints.			
	Black/White Print Copies		\$ _____	\$ _____
	Color Print Copies		\$ _____	\$ _____
8.1	To provide a 60 month Lease agreement, inclusive of Equipments, Services, Related Consumables and Software Solutions. For a Digital Color Multifunctional System As per the following specifications.	1 ea.	\$ _____	\$ _____
	NOTE: Charges for overage of copies exceeding the monthly allowance prints.			
	Black/White Print Copies		\$ _____	\$ _____
	Color Print Copies		\$ _____	\$ _____

ITEM NO.	DESCRIPTION	UOM	MONTHLY	ANNUALLY
9.1	To provide a 60 month Lease agreement, inclusive of Equipments, Services, Related Consumables and Software Solutions. For a Digital Color Multifunctional System As per the following specifications.	1 ea.	\$ _____	\$ _____
	NOTE: Charges for overage of copies exceeding the monthly allowance prints.			
	Black/White Print Copies		\$ _____	\$ _____
	Color Print Copies		\$ _____	\$ _____
10.1	To provide a 60 month Lease agreement, inclusive of Equipments, Services, Related Consumables and Software Solutions. For a Digital Color Multifunctional System As per the following specifications.	1 ea.	\$ _____	\$ _____
	NOTE: Charges for overage of copies exceeding the monthly allowance prints.			
	Black/White Print Copies		\$ _____	\$ _____
	Color Print Copies		\$ _____	\$ _____
11.1	To provide a 60 month Lease agreement, inclusive of Equipments, Services, Related Consumables and Software Solutions. For a Digital Color Multifunctional System As per the following specifications.	1 ea.	\$ _____	\$ _____
	NOTE: Charges for overage of copies exceeding the monthly allowance prints.			
	Black/White Print Copies		\$ _____	\$ _____
	Color Print Copies		\$ _____	\$ _____
12.1	To provide a 60 month Lease agreement, inclusive of Equipments, Services, Related Consumables and Software Solutions. For a Digital Color/ Printer/ Scanner and Fax Machine As per the following specifications.	1 ea.	\$ _____	\$ _____
	NOTE: Charges for overage of copies exceeding the monthly allowance prints.			
	Black/White Print Copies		\$ _____	\$ _____
	Color Print Copies		\$ _____	\$ _____

ITEM NO.	DESCRIPTION	UOM	MONTHLY	ANNUALLY
13.1	To provide a 60 month Lease agreement, inclusive of Equipments, Services, Related Consumables and Software Solutions. For a Digital Color/Multifunction Printer/ Scanner Copier with fiery controller/ Network color server As per the following specifications.	1 ea.	\$ _____	\$ _____
	NOTE: Charges for overage of copies exceeding the monthly allowance prints.			
	Black/White Print Copies		\$ _____	\$ _____
	Color Print Copies		\$ _____	\$ _____
14.1	60 Month Lease Agreement for A Document Management Software 40 Seat License as per the following Specifications.	1 ea	\$ _____	\$ _____
	114,000 Black/White Print Copies		\$ _____	\$ _____
	900 Color Print Copies		\$ _____	\$ _____

EVALUATION CRITERIA SHEET

60 MONTH LEASE AGREEMENT
DIGITAL MULTIFUNCTIONAL SYSYSTEMS

Each bid will be evaluated based on the following criteria:

1. Ability to perform the services as reflected by general experience in providing the required services. (**20 points**)
 2. Qualifications and abilities of key members of the services team to be assigned to perform the services. (**20 points**)
 3. The ability to provide the required equipment and software as part of the services plan to include the timeline of set-up, installation and networking of the proposed machines. (**40 points**)
 4. Record of Pass Performance of similar work. (**20 points**)
-

MULTI-STEP BID NO.: GSA-010-09

For: 60 Month Lease Agreement Inclusive of Equipments, Services, Related Consumables and Software Solutions for Digital Multifunctional Systems.

SPECIAL PROVISIONS

This is an "Indefinite Quantity Bid" pursuant to Section 3119(i)(2) of the 2GAR Procurement Regulations. The quantities reflected are annual estimated requirements projected within a twelve (12) month period. These amounts may increase during the term of this bid. However, regardless of the fluctuation of quantities, this bid shall be subject to the availability of funds. Multiple awards will be made from the lowest to the highest responsive and responsible bidder, depending on the availability of goods/services.

Delivery:

Delivery schedule time and quantity will be coordinated between the successful bidder and the requesting department on an as needed basis.

Contract Period:

The term of this contract is a 60 month lease agreement upon acknowledgement of purchase order.

Additional Requirement:

In the event that other agencies within the Government of Guam, having the same requirements, upon notifications and acceptance of the additional requirements, the effective price of said bid, shall be used as a confirm price. This additional requirement shall not exceed the term of this bid.

Felix P. Camacho

Governor



Lourdes M. Perez
Director, Dept. of Administration

GENERAL SERVICES AGENCY

(Ahensian Setbision Hinirat)
Government of Guam

P.O. Box FG, Agana, Guam 96910

Michael W. Cruz, M.D.

Lt. Governor

Joseph C. Manibusan
Deputy Director

Special Provisions

MULTI-STEP BID NO.: GSA-010-09

FOR: 60 Month Lease Agreement Inclusive of Equipments, Services, Related Consumables and Software Solutions for a Digital Multifunctional Systems.

FORM COMPLIANCE WITH
U.S. D.O.L. WAGE DETERMINATION AFFIDATE

The party making the foregoing bid, that such bid is genuine and that said bidder agrees, that they are fully aware and is in compliance with Title 5 G.C.A. Chapter 5 §5801 and §5802 Wage Determination, and that the attached is the most recent issued by U.S. D.O.L. for the positions required to implement the required service as per specification on BID No. GSA-010-09 for **60 Month Lease Agreement Inclusive of Equipments, Services, Related Consumables and Software Solutions for a Digital Multifunctional Systems**

Therefore, under penalty of perjury, I certify that the facts stated above are true.

Note: Offerors are required to attach the most recent wage determination issued by the U.S. D.O. L. for Guam.

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.

Subscribed and sworn before me this _____ day of _____, 2008.

Notary Public

**SPECIAL PROVISION
FOR
MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT**

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. Disclosure of major shareholders. 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:

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

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

MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT

TERRITORY OF GUAM))ss:
AGANA GUAM)

I, the undersigned, _____, being first
(a partner or officer of the company of, etc.)
Duly sworn, deposes and says:

1. That the persons who have held more than ten percent (10%) of the company's shares during the past twelve months are as follows:

Name	Address	Percentage of Shares held
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	Total Number of Shares	_____

2. 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 for which this Affidavit is submitted are as follows:

Name	Address	Amount of Gratuity or Other Compensation
_____	_____	_____

Further, affiant sayeth naught.

Date: _____

Signature or individual if bidder is a sole proprietorship; Partner, if the bidder is a partnership; Officer, if the bidder is a corporation.

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

By: _____

Notary Public _____
In and for the Territory of Guam
My commission expires _____

GOVERNMENT OF GUAM

GENERAL SERVICES AGENCY
148 Route 1, Marine Drive
Piti, Guam 96925

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 _____ 20_____.

(PRINCIPAL) (SEAL)

(WITNESS)

(TITLE)

(MAJOR OFFICER OF SURETY)

(MAJOR OFFICER OF SURETY)

(TITLE)

(TITLE)

(RESIDENT GENERAL AGENT)

SEE INSTRUCTIONS IN BACK PAGE 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 General Services Agency, 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.

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 Comptroller of laws, Department of Law, copies available for inspection at General Services Agency). 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 bid or none at all. **The Government will not award on an itemized basis.** Reference: Section 3-101.06 of the Guam Procurement Regulations.
8. **INDEPENDENT PRICE DETERMINATION:** The bidder, upon signing the Invitation for Bid, certifies that the prices in his bid were derived at without collusion, and acknowledge that collusion and anti-competitive practices are prohibited by law. Violations will be subject to the provision of Section 5651 of that of the Guam Procurement Act. Other existing civil, criminal or administrative remedies are not impaired and may be in addition to the remedies in Section 5651 of the Government code.
9. **BIDDER'S PRICE:** The Government will consider not more than two (2) (Basic and Alternate) item prices and the bidder shall explain fully each price if supplies, materials, equipment, and/or specified services offered comply with specifications and the products origin. Where basic or alternate bid meets the minimum required specification, cost and other factors will be considered. Failure to explain this requirement will result in rejection of the bid.
10. **BID ENVELOPE:** Envelope shall be sealed and marked with the bidder's name, Bid number, time, date and place of Bid Opening.
11. **BID GUARANTEE REQUIREMENT:** Bidder is required to submit a Bid Guarantee Bond or standby irrevocable Letter of Credit or Certified Check or Cashier's Check in the same bid envelope to be held by the Government pending award. The Bid Guarantee Bond, Letter of Credit, Certified Check or Cashier's Check must be issued by any local surety or banking institution licensed to do business on Guam and made payable to the Treasury 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 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.
13. **SURETY BONDS:** Bid and Performance Bonds coverage must be signed or countersigned in Guam by a foreign or alien surety's resident general agent. The surety must be an 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.
14. **COMPETENCY OF BIDDERS:** Bids will be considered only from the such bidders who, in the opinion of the Government, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.
15. **DETERMINATION OF RESPONSIBILITY OF BIDDERS:** The Chief Procurement Officer reserves the right for securing from bidders information to determine whether or not they are responsible and to inspect plant site, place of business; and supplies and services as necessary to determine their responsibility in accordance with Section 15 of these General Terms and Conditions (GPR Section 3-401).

- X] 16. **STANDARD FOR DETERMINATION OF LOWEST RESPONSIBLE BIDDER.** In determining the lowest responsible offer, the Chief Procurement Officer 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] 17. **TIE BIDS:** If the bids are for the same unit price or total amount in the whole or in part, the Chief Procurement Officer will determine award based on Section 3.202.15.2, or to reject all such bids (GPR Section 3-202 15.2).
- X] 18. **BRAND NAMES:** Any reference in the Solicitation to manufacturer's Brand Names and number is due to lack of a satisfactory specification of commodity description. Such preference is intended to be descriptive, but not restrictive and for the sole purpose of indicating prospective bidders a description of the article or services that will be satisfactory. Bids on comparable items will be considered provided the bidder clearly states in his bid the exact articles he is offering and how it differs from the original specification.
- X] 19. **DESCRIPTIVE LITERATURE:** Descriptive literature(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The literature furnished must clearly identify the item(s) in the Bid. The descriptive literature is required to establish, for the purpose of evaluation and award, details of the product(s) the bidder proposes to furnish including design, materials, components, performance characteristics, methods of manufacture, construction, assembly or other characteristics which are considered appropriate. Rejection of the Bid will be required if the descriptive literature(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the descriptive literature(s) by the time specified in the Solicitation will require rejection of the bid.
-] 20. **SAMPLES:** Sample(s) of item(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The sample(s) should represent exactly what the bidder proposes to furnish and will be used to determine if the item(s) offered complies with the specifications. Rejection of the Bid will be required if the sample(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the sample(s) by the time specified in the Solicitation will require rejection of the Bid.
-] 21. **LABORATORY TEST:** Successful bidder is required to accompany delivery of his goods with a Laboratory Test Report indicating that the product he is furnishing the Government meets with the specifications. This report is on the bidder's account and must be from a certified Testing Association.
- X] 22. **AWARD, CANCELLATION, & REJECTION:** Award shall be made to the lowest responsible and responsive bidder, whose bid is determined to be the most advantageous to the Government, taking into consideration the evaluation factors set forth in this solicitation. No other factors or criteria shall be used in the evaluation. The right is reserved as the interest of the Government may require to waive any minor irregularity in bid received. The Chief Procurement Officer 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 a 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
- X] 23. **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] 24. **SCHEDULE FOR DELIVERY:** Successful bidder shall notify the General Services Agency, Telephone Nos. 475-1707 or 475-713, at least twenty-four (24) hours before delivery of any item under this solicitation.
-] 25. **BILL OF SALE:** Successful supplier shall render Bills of Sale for each item delivered under this contract. Failure to comply with this requirement will result in rejection of delivery. The Bill of Sale must accompany the items delivered but will not be considered as an invoice for payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.
-] 26. **MANUFACTURER'S CERTIFICATE:** Successful bidder is required, upon delivery of any item under this contract, to furnish a certificate from the manufacturer indication that the goods meet the specifications. Failure to comply with this request will result in rejection of delivery payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.
- X] 27. **INSPECTION:** All supplies, materials, equipment, or services delivered under this contract shall be subject to the inspection and/or test conducted by the Government at destination. If in any case the supplies, materials, equipment, or services are found to be defective in material, workmanship, performance, or otherwise do not conform with the specifications, the Government shall have the right to reject the items or require that they be corrected. The number of days required for correction will be determined by the Government.
-] 28. **MOTOR VEHICLE SAFETY REQUIREMENTS:** The Government will only consider Bids on motor vehicles which comply with the requirements of the National Traffic and Motor Vehicle safety Act of 1966 (Public Law 89-563) and Clean Air Act as amended (Public Law 88-206), that are applicable to Guam. Bidders shall state if the equipment offered comply with these aforementioned Federal Laws.
-] 29. **SAFETY INSPECTION:** All motor vehicles delivered under this contract must pass the Government of Guam Vehicle Inspection before delivery at destination.

[X] 30. **GUARANTEE:**

a) **Guarantee of Vehicle Type of Equipment:**

The successful bidder shall guarantee vehicular type of equipment offered against defective parts, workmanship, and performance, for a period of not less than one (1) year after date of receipt of equipment. Bidder shall also provide service to the equipment for at least one (1) year. Service to be provided shall include, but will not be limited to tune ups (change of spark plugs, contact points and condensers) and lubrication (change of engine and transmission oil). All parts and labor shall be at the expense of the bidder. All parts found defective and not caused by misuse, negligence or accident within the guarantee period shall be repaired, replaced, or adjusted within six (6) working days after notice from the Government and without cost to the Government. Vehicular type of equipment as used in this context shall include equipment used for transportation as differentiated from tractors, backhoes, etc.

b) **Guarantee of Other Type of Equipment:**

The successful bidder shall guarantee all other types of equipment offered, except those mentioned in 31a, above, against defective parts, workmanship, and performance for a period of not less than three (3) months after date of receipt of equipment. Bidder shall also provide service to the equipment for at least three (3) months. All parts found defective within that period shall be repaired or replaced by the Contractor without cost to the Government. Repairs, adjustments or replacements of defective parts shall be completed by the contractor within six (6) working days after notice from the Government.

c) **Compliance with this Section is a condition of this Bid**

[X] 31. **REPRESENTATION REGARDING ETHICS IN PUBLIC PROCUREMENT:** The bidder or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a Government employee to breach any of the ethical standards and represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth on Chapter 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.

[X] 32. **REPRESENTATION REGARDING CONTINGENT FEES:** The contractor represents that it has not retained a person to solicit or secure a Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business (GPR Section 11-207).

[X] 33. **EQUAL EMPLOYMENT OPPORTUNITY:** Contractors shall not discriminate against any employee or applicant of employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that employees are treated equally during employment without regards to their race, color, religion, sex, or national origin.

[X] 34. **COMPLIANCE WITH LAWS:** Bidders awarded a contract under this Solicitation shall comply with the applicable standard, provisions, and stipulations of all pertinent Federal and/or local laws, rules, and regulations relative to the performance of this contract and the furnishing of goods.

[X] 35. **CHANGE ORDER:** Any order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-03.1 of the Guam Procurement Regulations.

[X] 36. **STOP WORK ORDER:** Any stop work order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-04.1 of the Guam Procurement Regulations.

[X] 37. **TERMINATION FOR CONVENIENCE:** Any termination order for the convenience of the Government issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101.10 of the Government Procurement Regulations.

[X] 38. **TIME FOR COMPLETION:** It is hereby understood and mutually agreed by and between the contractor and the Government that the time for delivery to final destination or the timely performance of certain services is an essential condition of this contract. If the contractor refuses or fails to perform any of the provisions of this contract within the time specified in the Purchase Order (from the date Purchase Order is acknowledged by vendor), then the contractor is in default. Defaults will be treated subject to and in accordance with the provisions of Section 6-101-08 of the Guam Procurement Regulations.

[X] 39. **JUSTIFICATION OF DELAY:** Bidders who are awarded contracts under this Solicitation, guarantee that the goods will be delivered to their destination or required services rendered within the time specified. If the bidder is not able to meet the specified delivery date, he is required to notify the Chief Procurement Officer of such delay. Notification shall be in writing and shall be received by the Chief Procurement Officer 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 Chief Procurement Officer, such justification is not adequate.

[X] 40. **LIQUIDATED DAMAGES:** When the contractor is given notice of delay or nonperformance as specified in Paragraph 1 (Default) of the Termination for Default Clause of this contract and fails to cure in the time specified, the contractor shall be liable for damages for delay in the amount of one-fourth of one percent (1%) of outstanding order per calendar day from date set for cure until either the territory reasonable obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contractor's delay or nonperformance is excused under Paragraph 40 (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this contract, liquidated damages shall not be due the territory. The contractor remains liable for damages caused other than by delay (GPR Section 6-101-09.1).

[X] 41. **PHYSICAL LIABILITY:** If it becomes necessary for the Vendor, either as principal, agent or employee, to enter upon the premises or property of the Government of Guam in order to construct, erect, inspect, make delivery or remove property hereunder, the Vendor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of any accidents, injuries or damages to any person or property during the progress of the work herein covered, and to be responsible for, and to indemnify and save harmless the Government

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

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

Name: _____ Title: _____

Address: _____ Telephone: _____

GOVERNMENT OF GUAM

SEALED BID SOLICITATION INSTRUCTIONS

1. **BID FORMS:** Each bidder shall be provided with two (2) sets of Solicitation forms. Additional copies may be provided upon request. Bidders requesting additional copies of said forms will be charged per page in accordance with Section 6114 of the Government Code of Guam. All payments for this purpose shall be by cash, certified check or money order and shall be made payable to the General Services Agency (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 are 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