



RECEIVED
OFFICE OF PUBLIC ACCOUNTABILITY
PROCUREMENT APPEALS

DATE: 03.20.17

TIME: 4:05 AM PM BY: JM

FILE NO OPA-PA: 17.005

**Appendix A: Notice of Appeal Form
PROCUREMENT APPEAL**

PART I- To be completed by OPA

In the Appeal of)

NOTICE OF APPEAL

Pacific Data Systems, Inc (PDS))

(Name of Company), APPELLANT)

Docket No. OPA-PA 17.005

.....
PART II- Appellant Information

Name: Pacific Data Systems, Inc (PDS)

Mailing Address: 185 Ilipog Drive, Suite 204A
Tamuning, GU 96913

Business Address: same as above

Email Address: John@pdsguam.com

Daytime Contact No: 671-300-0202

Fax No.: 671-300-0265

.....
PART III- Appeal Information

A) Purchasing Agency: 34th Guam Legislature (GL)

B) Identification/Number of Procurement, Solicitation, or Contract: GL-01-FY17

C) Decision being appealed was made on April 1, 2014 (date) by:
 GL Chief Procurement Officer _ Director of Public Works _ Head of Purchasing Agency

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

D) Appeal is made from:

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

Decision on Protest of Method, Solicitation or Award

Decision on Debarment or Suspension

Decision on Contract or Breach of Contract Controversy

(Excluding claims of money owed to or by the government)

Determination on Award not Stayed Pending Protest or Appeal

(Agency decision that award pending protest or appeal was necessary to protect the substantial interests of the government of Guam)

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

- **TeleGuam Holdings, LLC**
 - **Docomo Pacific, Inc**
-

Appendix A: Notice of Appeal Form
PROCUREMENT APPEAL

PART IV- FORM AND FILING

This is a Procurement Appeal by Pacific Data Systems, Inc. (“PDS”) of the protest decision rendered by 34th Guam Legislature (GL) on March 3, 2017 (attached as Exhibit A) regarding a Protest made by PDS related to compliance with law and regulation issues for the above referenced procurement (GL-01-FY17), a procurement for a 60 month lease of Telephone System and Telecommunications Services for the 34th Guam Legislature new building.

The original Protest in this matter was made by PDS to GVB on February 24, 2017 (attached as Exhibit B). To the best of PDS’ knowledge no formal award has been issued by GL in this procurement, though GL **did not STAY** the bid after the PDS protest and **did proceed with a bid opening** (PDS did not turn in a bid since the procurement should have been stayed and the bid opening should not have been conducted) shortly after the PDS protest was received. PDS did issue a subsequent Protest of the continuation of the procurement after the PDS Protest of February 24, 2017 (see Exhibit C). No decision has been issued by the GL regarding this second protest.

IV.1 PDS GROUNDS FOR APPEAL:

A. THE GUAM LEGISLATURE REJECTION OF THE PDS PROTEST IS IN ERROR. THE GUAM LEGISLATURE STATED THE BID WOULD BE CONDUCTED IN ACCORDANCE WITH THE GUAM PROCUREMENT ACT AND GUAM PROCUREMENT REGULATIONS.

The stated basis by the GL for the rejection of the PDS Protest is the that the laws and regulations referenced by PDS in its protest were not applicable to procurements issued by the GL. PDS understands the potential limitations of applying the Guam Procurement Act and Guam Procurement Regulations to procurements issued by the Guam Legislature. However, based on the decisions made by the GL in the formulation and issuance of this procurement, these limitations do not apply in this case and GL made an error in dismissing the PDS Protest for this reason.

When GL issued this procurement it did so under the expressed authority of the Guam Procurement Act and Guam Procurement Regulations. See the attached Exhibit D that shows the highlighted sections of the bid that provide instructions and guidance to bidders regarding how the bid is to be conducted and what authority is being used. Specifically, page 19 of 26 of the bid titled GENERAL TERMS AND CONDITIONS at 1 states as follows:

1. ***AUTHORITY:*** *This solicitation is issued subject to all the provision of the Guam Procurement Act (5GCA, Chapter5) and the Guam Procurement Regulations (copies of both are available at the Office of the Compiler 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.*

Appendix A: Notice of Appeal Form
PROCUREMENT APPEAL

Page 1 of 26 of this same Exhibit D shows that the bid was signed and issued by duly authorized contracting officers for the 34th Guam Legislature. Thus, there can be no doubt as to the applicability of the Guam Procurement Act and Guam Procurement Regulations to this solicitation.

B. THE GUAM LEGISLATURE HAS VIOLATED THE GUAM PROCUREMENT LAW AND GUAM PROCUREMENT REGULATIONS FOR FAILING TO FORMALLY AMEND THE BID TO REFLECT REVISED SPECIFICATIONS AND REQUIREMENTS TO CONFORM WITH THE APPLICABLE LAW AND REGULATION.

As noted in the original PDS protest of February 24, 2017 (reference Exhibit B), PDS requested on February 14, 2017 that the GL formally amend the bid to incorporate required modifications to properly conform to procurement law and regulation; specifically 2GAR §3121(e). GL never issued these amendments and as a result it was PDS' determination that the existing bid specifications and bid form were ambiguous, and could not lead to a proper evaluation, determination, and award.

The situation with this procurement (GL-01-FY2017) is similar in circumstances to procurement issued by Guam Visitors Bureau (GVB) for a CCTV Surveillance System (reference GVB-2014-002MS). Due to issues in the GVB procurement the protest by PDS was appealed to the OPA who decided that GVB had failed to provide bidders with clear specifications and instructions in the procurement and as a result the bid requirements were ambiguous and the award in the procurement was set aside by the OPA with instructions to GVB to resolve the procurement issues in a new bid (reference OPA-PA-14-007).

In the case with this procurement with GL, PDS was acting in good faith to point out the procurement issues to GL and suggest amendments to resolve these issues in order to allow a valid procurement to be conducted that would result in a sustainable award.

IV.2 RULING REQUESTED BY THE OPA IN THIS APPEAL:

- A. PDS seeks a *de novo* review of the procurement documents and any determinations made by GL in this procurement. Specifically, PDS requests that the OPA validate the procurement process being used by GL and the applicability of the Guam Procurement Act and Guam Procurement Regulations. If the OPA finds that the GL is bound by this law and regulations, PDS requests that the OPA instruct GL to address the compliance issues raised by PDS and bring the procurement into compliance with the law and regulation.
- B. PDS requests a ruling by the OPA on each of the appeal points contained in this procurement appeal.
- C. PDS requests reimbursement of any and all applicable costs as may be determined by the OPA in this matter.

Appendix A: Notice of Appeal Form
PROCUREMENT APPEAL

- D. That GL be ordered to STAY all activity related to this procurement during the pendency of this appeal or any pending protests accordance with applicable law.

IV.3 SUMMARY OF SUPPORTING EXHIBITS ATTACHED HERETO:

Exhibit A – Guam Legislature Denial of PDS Protest dated March 3, 2017

Exhibit B – PDS Protest Letter dated February 24, 2017


Exhibit C – PDS Protest Letter of March 3, 2017

Exhibit D – High-lighted Bid Documents (pages 1, 2, 19-24)

PART V – DECLARATION REGARDING COURT ACTION

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

Submitted this 20th day of March, 2017.

By: 
APPELLANT – Pacific Data Systems
by John Day, its President

Appendix A: Notice of Appeal Form
PROCUREMENT APPEAL

Exhibit A

Guam Legislature Denial of PDS Protest dated March 3, 2017



I MINA'TRENTAI KUÁTTRO NA LIHESLATURAN GUÅHAN
Thirty-Fourth Guam Legislature

March 3, 2017

John Day
President and COO
Pacific Data Systems
185 Ilipog Drive, Suite 204A
Tamuning, Guam 96913


reid j schong
3/3/17
2:39pm

Dear Mr. Day,

I am writing to acknowledge receipt of your letter dated February 24, 2017, which you have characterized as a procurement protest (PROTEST of Invitation to Bid GL-01-FY17 "60 MONTH LEASE AGREEMENT - FOR TELEPHONE SERVICES AND EQUIPMENT").

We have reviewed your letter and accompanying materials, and have concluded that it is without merit. *I Liheslaturan Guåhan* (the Guam Legislature) is unlike many of the other governmental entities you referenced having worked with in the past regarding other procurement matters, and thus is not akin to those entities for the purposes of the relief you request. Rather, *I Liheslaturan Guåhan* is governed by its own internal procurement policies and procedures, which it has followed here.

Respectfully,


JERMAINE ALERTA
Executive Director



Appendix A: Notice of Appeal Form
PROCUREMENT APPEAL

Exhibit B
PDS Protest Letter dated February 24, 2017



Office of Senator
MICHAEL F.O. SAN NICOLAS
Received by: J.MDK
Date: 02-24-17 Time: 2:00pm

February 24, 2017

Via Hand Delivery

Mr. Jermaine Alerta
Executive Director
Guam Legislature
155 Hesler Place
Hagatna, Guam 96910

Speaker Benjamin J.F. Cruz

FEB 24 2017

Time: 1:54 () AM () PM File No. _____
Received By: [Signature]

J. Alerta J. Alerta
[Signature] [Signature]
2-24-17
1:54p

RE: **PROTEST** of Invitation to Bid GL-01-FY17 "60 MONTH LEASE AGREEMENT – FOR TELEPHONE SERVICES AND EQUIPMENT"

Dear Mr. Alerta:

Pacific Data Systems (PDS) now files this procurement protest reference GCA 5 §5425(a) regarding the above referenced procurement.

Background:

This bid was released in January 2017 with a site survey conducted on 2/01/2017. After the site survey, bidders were instructed to address all questions in writing to you. PDS and other bidders submitted numerous questions and requests for clarification. The Guam Legislature responded to the bidders with emails that contain information relating to the bidders questions but were not issued as amendments or did the Guam Legislature ask the bidders to confirm receipt of these clarifications. Several Bid Addendums were issued in February however, these Addendum only dealt with changes to the bid schedule.

On 2/14/2017 (see attached) PDS expressed concerns with the way that the Guam Legislature had responded to PDS and other bidder questions and requested that the Guam Legislature issue formal amendments as required by the Guam Procurement Regulations. In this same letter, PDS also defined issues with the bid in terms of how the Bid Form was structured and the incompatibility of the bid form to enable an evaluation of the bidders offers according to the multi-term rules defined in the Guam Procurement Regulations. PDS requested that the Guam Legislature take steps to amend the Bid Form to comply with Guam Procurement Regulations. PDS never received a response to our letter.

Basis for Protest:

PDS has filed this protest for the following reasons:

- 1. The Guam Legislature has not properly responded to clarification questions submitted by interested bidders and issued bid amendments in accordance with



Guam Procurement Regulations. The Guam Legislature did not issue their responses in the form of an Amendment (Reference 2GAR, CH.3 §3109) so that these clarifications may become a part of the procurement record with proper acknowledgement by all bidders of the amendments issued. PDS did submit a letter regarding this dated February 14, 2017. (Attached)

2. The Bid form that the Guam Legislature has provided with this procurement to be used to determine the lowest priced bidder does not allow for the proper evaluation of this Multi-Term Contract (Reference 2GAR, CH.3 §3121). The current Bid Form only allows for the evaluation of the first 12 Months of the bid and does not account for the total cost of the contract for the entire term of the agreement, which is for 60 Months.

Summary:

PDS requests that the Guam Legislature properly amend/modify the procurement to comply with Guam Procurement Law and Regulation as noted above. Failure to do so will result in an award that will be the subject to continuing controversy and likely will not be sustained.

Negotiations to Resolve Protest:

Reference 5 GCA §5425(b), PDS is available to meet with the authorized Guam Legislature representative(s) to discuss this protest and engage in good faith negotiations to resolve this protest in order for the procurement to proceed towards an award.

Procurement is Stayed:

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

Sincerely,

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

John Day
President

Attachment: PDS letter of 2/14/2017

CC: Senator Benjamin J.F. Cruz
Senator Michael F.Q. San Nicolas



February 14, 2017

Fax to: 472-3459
Page 1 of 6

Mr. Jermain Alerta
Executive Director
34th Guam Legislature
155 Hesler Place
Hagatna, Guam 96910

**RE: CLARIFICATION FOR IFB GL-01-FY17 "60 MONTH LEASE AGREEMENT –
FOR TELEPHONE SERVICES AND EQUIPMENT"**

Dear Mr. Alerta:

In our review and request for clarifications of the above referenced bid documents sent to you on Friday 2/10/2017, we requested a clarification regarding the bid form to be used for the procurement. Further review since our letter also confirms that since this is a Multi-Term procurement that the costs for the entire period of the procurement must be evaluated (ref 2GAR §3121 Multi-Term Contracts) and additional language terms and conditions included as required for this type of procurement as specified in this section of the GAR.

Based on other GovGuam procurements that we have been involved with (JOG, OPA, GPA, GVB, GGFR, GCC, GSA, PAG, etc.) we recommend that the Bid Form for this procurement be revised to separately itemize all the products and services to be procured over the 5 year term of the procurement and that the total cost of the procurement be the amount that is evaluated in the award determination (just as you have stated for the amount of the Bid Security). In addition, we recommend that the Bid Requirements/Specifications be moved to a separate schedule, additional language be added to the procurement terms and conditions related to the multi-term nature of this bid, and terms and conditions #7 of the bid be changed to call for an ALL OR NONE bid to ensure that all items of the bid form are provided by a single bidder in order to assure the Guam Legislature of a complete and fully functional system.

To assist the Guam Legislature in implementing these suggestions, we have prepared the attached samples for your review and to better illustrate the changes. These changes will remove any ambiguities and insure that the procurement fully complies with applicable Government of Guam procurement laws and regulations.

We also recommend that all bid related email and information that the Guam Legislature has provided to bidders be formalized as bid amendments per the procedures required by the Guam Administrative Regulations (ref 2GAR §3109(i)); otherwise the applicability of these changes and clarifications could be disputed and affect the award. For your reference, our records indicate we have received the following clarifications and information for this procurement:

- Email regarding blueprints (Guam Congress), rec'd 02/03/2017
- Email regarding additional info (Guam Congress), rec'd 02/03/2017
- Email regarding clarifications, rec'd 02/08/2017
- Email regarding clarifications, rec'd 02/10/2017
- Email regarding bid questions and answers, rec'd 02/08/2017
- Email regarding PDS Bid questions, rec'd 02/13/2017
- Email regarding Numbers to be transferred, rec'd 02/13/2017

Issuance by the Guam Legislature of the above referenced information and any other pertinent document as official bid amendments is a critical requirement in order for this procurement to comply with applicable laws and regulation.

PDS appreciates the opportunity to be able to participate in this procurement and we look forward to your timely feedback regarding these matters as noted above.

Respectfully submitted,



John Day
President and COO

Attachments:

Copy of Sample Revised Bid Form

Copy of Revised Bid Requirements and Specifications

Guam Legislature

60 Month Lease Agreement - For Telephone Services and Equipment

Bid Form

Bid Item	Item Description	Bid Qty *	Unit of Measure	Unit One Time Costs	Unit Monthly Recurring Cost	Yearly Totals					Total Bid	Comment
						E <small>E=(A+C)+(C*D)*12</small>	F <small>F=((C*D)*12)</small>	G <small>G=((C*D)*12)</small>	H <small>H=((C*D)*12)</small>	I <small>I=((C*D)*12)</small>		
1	PBX System per requirements	1	lot									based on 5 year lease
2a	BASIC 2 Line Appearance Phone	25	each									based on 5 year lease
2b	ADMIN: 4-6 Line Appearance Phone	20	each									based on 5 year lease
2c	EXECUTIVE: 6-8 Line Appearance Phone	25	each									based on 5 year lease
2d	RECEIPTIST: 12-24 Line Appearance Phone	10	each									based on 5 year lease
2e	CONF RM: 12 Line Appearance Phone	5	each									based on 5 year lease
3	Analog Phone Service (POTS)	8+1	each									includes fees & surcharges
4	Digital Phone Service (SDN or SIP Trunk)	45	each									includes fees & surcharges
5	DID Telephone Service - Block Tel Numbers	1	block of 100									includes fees & surcharges

Total Bid	
------------------	--

Award Evaluation to be based on this Total. Bid Security should be based on this Total.

* Quantities shown are estimates for purposes of bid evaluation, the actual quantity awarded may be different based on final determination of requirements by the Government.

BIDDING ON	
	Manufacturer:
	Make:
	Place of Origin:
	Date of Delivery:

Bidder acknowledges and confirms that the Bidder's recommended PBX and Telecom Services configuration and pricing above complies with all bid terms, conditions, requirements, and specifications.	
Signature of Authorized Bidder Representative:	Printed Name and Title Date

Invitation for Bid: GL-01-FY17

Guam Legislature

60 Month Lease Agreement - For Telephone Services and Equipment

Bid Specifications

Bid Item	Item Description and Specifications	Unit of Measure	Quantity *	Bidder Compliance
1	PBX System per requirements stated below:	LOT	1	
a.	Extensions: Support a minimum of 45 extensions/numbers with the ability to install additional extensions as needed. (Provide additional cost per line breakdown) With 8 dedicated to fax lines			
b.	No Echo: The new system must not have echo feedback.			
c.	Auto Attendants: Greet incoming callers with a recorded message, offer touchtone options, and connect callers to the appropriate extensions.			
d.	Dial By Department: Allow callers who do not know a departments extension number to choose from a department listing using the telephone keypad. The system should be able to search and match the entry with the directory.			
e.	Voice Mail: Must be able to store a minimum of 500 minutes of voicemail memory capacity.			
f.	Personalized Greetings: Users should be able to personalize voicemail greetings on their own extensions.			
g.	Time/Date Stamp on Voicemail: Automatically indicate the time and date a voicemail is received.			
h.	Remote Access: Allow users to access extensions, including settings and voicemail, from an external phone line (i.e., from home, off-island, etc.).			
i.	Direct Inward Dialing: Allow an incoming trunk call to directly access an extension without attendant intervention.			
j.	Call Handling: If the intended extension is busy, caller is provided with the option to dial a different extension or leave a message.			
k.	Call Forwarding: Option to direct calls to a pre-set extension or to a remote number (cell phone, etc.).			
l.	Call Restrictions: Restrict users from dialing specific long distance area codes and numbers.			
m.	Caller ID: Fully support the Caller ID standards and display alpha and numeric caller ID and Name on a standard telephone with a display.			
n.	Conference Calling: Must be able to provide three (3) or more party conference calls.			
o.	Do Not Disturb: Allow users to block and direct incoming calls to a different extension or the voicemail.			
p.	Message Review: Allow callers to review voicemail messages before sending message to voicemail inbox.			
q.	Hands Free Mode: Allow users to leave handset off-hook without having to hear the dial tone.			
r.	Music on Hold: Play music or announcements while callers are on hold.			
s.	Mode Scheduling: Handle incoming calls differently at different times of the day, days of the week, and on holidays (i.e., Greeting after-hours, weekends, and holidays different from normal operating hours).			
t.	Call Hold/Transfer: Allow users to place callers on hold and if necessary, transfer calls to another extension. Throughout entire network.			
u.	Voicemail Handling: Allow users to set number of rings before automatic voicemail pickup.			
v.	Call Park: Allow users to park call . at one station and pick up at another station.			
w.	Call Pickup: Allow users to pick up incoming calls to other extensions within Department.			
x.	Power Failure Transfer: Ability to access outside lines in the event of power loss. For 3-5 hours.			

Invitation for Bid: GL-01-FY17

Bid Item	Item Description and Specifications	Unit of Measure	Quantity *	Bidder Compliance
2	Business Phones: See Items 2a-2e below for Individual Phone Unit requirements.	EACH	85 (5 for reserve)	
	• Caller identification display			
	• 13 Programmable Feature keys with LCD Indicators, minimum			
	• Password security for voicemail			
	• Call Transfer Capabilities			
	• Call Hold, Release and Mute Keys			
	• Hands-free (speaker phone) with muting capabilities			
	• Adjustable 2-line x 24-character Liquid Crystal Display or greater			
	• Visual Message Waiting			
	• On-hook dialing			
	• Call Timer			
	• Current date/time display			
	• Ringer/receiver volume control			
	• Hearing Aid compatible (ADA compliant)			
	• Visual Ringing Indicator			
	• Power failure operation			
2a	BASIC TELEPHONE UNIT	EACH	25 *	
	• 1-2 Line Appearance			
	• Full Duplex Speaker Phone			
	• Headset Ready			
	• 2x 10/100MB Ethernet Ports with POE			
2b	ADMIN TELEPHONE UNIT	EACH	20 *	
	• 3-4 Line Appearance			
	• Full Duplex Speaker Phone			
	• Headset Ready			
	• 2x 10/100/1000Mb Ethernet Ports with POE			
2c	EXECUTIVE TELEPHONE UNIT	EACH	25 *	
	• 6-8 Line Appearance			
	• Full Duplex Speaker Phone			
	• Headset Ready			
	• 2x 10/100/1000Mb Ethernet Ports with POE			
2d	RECEIPTIST TELEPHONE UNIT	EACH	10 *	
	• 12-24 Line Appearance			
	• Full Duplex Speaker Phone			
	• Headset Ready			
	• 2x 10/100/1000Mb Ethernet Ports with POE			
2e	CONFERENCE ROOM TELEPHONE UNIT	EACH	5 *	
	• 12 Line Appearance			
	• Full Duplex Speaker Phone with 360 degree microphone and support for ext microphones			
	• 2x 10/100/1000Mb Ethernet Ports with POE			

Bid Item	Item Description and Specifications	Unit of Measure	Quantity *	Bidder Compliance
3	Analog Phone Service (POTS)	EACH	8+1	
a.	Line Powered service from Central Office			
b.	8 lines for dedicated fax machines and 1 emergency line for Elevator			
c.	Include inside wiring and outside plant work to provision services			
d.	Includes inside wiring maintenance			
4	Digital Phone Service (ISDN/PRI or SIP Trunk)	EACH	45	
a.	45 Trunk digital Lines			
b.	Support caller-ID service on incoming calls			
c.	Include inside wiring and outside plant work to provision services.			
5	DID Telephone Service - Block Tel Numbers	Block of 100	1	
a.	Block of 100 telephone numbers			
b.	Port existing numbers currently in use.			
6	Training & Support	LOT	1	
a.	System Administrator Training			
b.	End User Training			
c.	On-Site Field Support with 24x7 service reporting and reponse			
d.	Inside Wiring Maintenance for Telecommunications System			
e.	Software Updates for System during lease term			
f.	24x7x365 Support with minimum 4 hour response time			
7	Installation	LOT	1	
a.	Provide outside plant wiring and inside wiring as required to implement PBX and services			
b.	Program PBX system according to the features and functions defined			
c.	Install all Telecom Services as specified.			
d.	Completely install PBX system and Telecom services "ready for use" within time specified			

* Quantities shown are estimates for purposes of bid evaluation, the actual quantity awarded may be different based on final determination of requirements by the Government.

Appendix A: Notice of Appeal Form
PROCUREMENT APPEAL

Exhibit C
PDS Protest Letter of March 3, 2017



March 3, 2017

LEGISLATURAN GUÅHAN
OFFICE OF THE
EXECUTIVE DIRECTOR

Via Hand Delivery

Mr. Jermaine Alerta
Executive Director
Guam Legislature
155 Hesler Place
Hagatna, Guam 96910

MAR 03 2017

TIME: 2:31 [] AM; [] PM
RECEIVED BY: J. Alerta

Office of Senator
MICHAEL F.Q. SAN NICOLAS
Received by: [Signature]
Date: 3/3/17 Time: 2:42 PM

RE: **PROTEST** of Invitation to Bid GL-01-FY17 "60 MONTH LEASE AGREEMENT – FOR TELEPHONE SERVICES AND EQUIPMENT"

Dear Mr. Alerta:

Pacific Data Systems (PDS) now files this procurement protest reference GCA 5 §5425(a) regarding the above referenced procurement.

Background:

This bid was released in January 2017 with specific instructions that the procurement would be conducted under the authority of the Guam Procurement Law and Guam Procurement Regulations (see page 19 of the bid, General Terms and Conditions #1 AUTHORITY).

A site survey was conducted on 2/01/2017 during which bidders were instructed to address all questions in writing to you. PDS and other bidders submitted numerous questions and requests for clarification. The Guam Legislature responded to the bidders with emails that contain information relating to the bidders questions but these communications were not issued as amendments nor did the Guam Legislature ask the bidders to confirm receipt of these clarifications. Several Bid Addendums were issued in February; however, these Addendum only dealt with changes to the bid schedule.

On 2/24/2017 PDS filed a timely Protest of the issues related to this procurement (see attached Exhibit 1). The filing of this protest implemented an immediate automatic Stay of the procurement. However, even after the filing of the PDS protest, the Guam Legislatures went ahead with the public bid opening for the procurement (see attached Exhibit 2 Results of PDS FIOA request) and accepted bids from two bidders, Teleguam Holdings (GTA) and Docomo Pacific.

The Guam Legislature has yet to respond to the first protest issued by PDS and also has not responded to requests by PDS to enter into good faith negotiations to resolve the issues related to this procurement.

Speaker Benjamin J.F. Cruz

185 Ilipog Drive, HBC Suite 204A, Tamuning, GU 96913
Main: (671) 300-0200 | Fax: (671) 300-0265 | www.pdsguam.com

MAR 03 2017

Time: 2:34 [] AM [] PM File No. _____
Received By: [Signature]



Basis for Protest:

PDS has filed this protest for the following reason:

1. The Guam Legislature has violated 5 GCA §5425(g) that places a STAY on all procurement actions during the pendency of a Protest by a bidder.

Summary:

PDS requests that the Guam Legislature STAY any and all actions related to this bid and inform all bidders that their bids were opened by mistake and return the bids. All bidders should be advised that a new bid opening or the status of the bid will be determined after resolution of the two (2) pending PDS protests.

Negotiations to Resolve Protest:

Reference 5 GCA §5425(b), PDS is available to meet with the authorized Guam Legislature representative(s) to discuss this protest and engage in good faith negotiations to resolve this protest in order for the procurement to proceed towards an award.

Procurement is Stayed:

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

Sincerely,

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

John Day
President

Exhibit 1: PDS Protest Letter of 2/24/2017 with date and time stamps

Exhibit 2: Guam Legislature Response to PDS Freedom of Information Act Request

CC: Senator Benjamin J.F. Cruz
Senator Michael F.Q. San Nicolas

Exhibit 1
PDS Protest Letter of 2/24/2017
with date and time stamps



Office of Senator
MICHAEL P.O. SAN NICOLAS
Received by: J-MOK
Date: 02-24-17 Time: 2:06pm

February 24, 2017

Via Hand Delivery

Speaker Benjamin J.F. Cruz

Mr. Jermaine Alerta
Executive Director
Guam Legislature
155 Hesler Place
Hagatna, Guam 96910

FEB 24 2017

Time: 1:52 () AM () PM File No. _____
Received By: _____

J. Alerta J. Alerta
J. Alerta
2-24-17
1:54p

RE: **PROTEST** of Invitation to Bid GL-01-FY17 "60 MONTH LEASE AGREEMENT – FOR TELEPHONE SERVICES AND EQUIPMENT"

Dear Mr. Alerta:

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Background:

This bid was released in January 2017 with a site survey conducted on 2/01/2017. After the site survey, bidders were instructed to address all questions in writing to you. PDS and other bidders submitted numerous questions and requests for clarification. The Guam Legislature responded to the bidders with emails that contain information relating to the bidders questions but were not issued as amendments or did the Guam Legislature ask the bidders to confirm receipt of these clarifications. Several Bid Addendums were issued in February however, these Addendum only dealt with changes to the bid schedule.

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Basis for Protest:

PDS has filed this protest for the following reasons:

- 1. The Guam Legislature has not properly responded to clarification questions submitted by interested bidders and issued bid amendments in accordance with



Guam Procurement Regulations. The Guam Legislature did not issue their responses in the form of an Amendment (Reference 2GAR, CH.3 §3109) so that these clarifications may become a part of the procurement record with proper acknowledgement by all bidders of the amendments issued. PDS did submit a letter regarding this dated February 14, 2017. (Attached)

2. The Bid form that the Guam Legislature has provided with this procurement to be used to determine the lowest priced bidder does not allow for the proper evaluation of this Multi-Term Contract (Reference 2GAR, CH.3 §3121). The current Bid Form only allows for the evaluation of the first 12 Months of the bid and does not account for the total cost of the contract for the entire term of the agreement, which is for 60 Months.

Summary:

PDS requests that the Guam Legislature properly amend/modify the procurement to comply with Guam Procurement Law and Regulation as noted above. Failure to do so will result in an award that will be the subject to continuing controversy and likely will not be sustained.

Negotiations to Resolve Protest:

Reference 5 GCA §5425(b), PDS is available to meet with the authorized Guam Legislature representative(s) to discuss this protest and engage in good faith negotiations to resolve this protest in order for the procurement to proceed towards an award.

Procurement is Stayed:

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

Sincerely,

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

John Day
President

Attachment: PDS letter of 2/14/2017

CC: Senator Benjamin J.F. Cruz
Senator Michael F.Q. San Nicolas



February 14, 2017

Fax to: 472-3459
Page 1 of 6

Mr. Jermain Alerta
Executive Director
34th Guam Legislature
155 Hesler Place
Hagatna, Guam 96910

**RE: CLARIFICATION FOR IFB GL-01-FY17 "60 MONTH LEASE AGREEMENT –
FOR TELEPHONE SERVICES AND EQUIPMENT"**

Dear Mr. Alerta:

In our review and request for clarifications of the above referenced bid documents sent to you on Friday 2/10/2017, we requested a clarification regarding the bid form to be used for the procurement. Further review since our letter also confirms that since this is a Multi-Term procurement that the costs for the entire period of the procurement must be evaluated (ref 2GAR §3121 Multi-Term Contracts) and additional language terms and conditions included as required for this type of procurement as specified in this section of the GAR.

Based on other GovGuam procurements that we have been involved with (JOG, OPA, GPA, GVB, GGRF, GCC, GSA, PAG, etc.) we recommend that the Bid Form for this procurement be revised to separately itemize all the products and services to be procured over the 5 year term of the procurement and that the total cost of the procurement be the amount that is evaluated in the award determination (just as you have stated for the amount of the Bid Security). In addition, we recommend that the Bid Requirements/Specifications be moved to a separate schedule, additional language be added to the procurement terms and conditions related to the multi-term nature of this bid, and terms and conditions #7 of the bid be changed to call for an ALL OR NONE bid to ensure that all items of the bid form are provided by a single bidder in order to assure the Guam Legislature of a complete and fully functional system.

To assist the Guam Legislature in implementing these suggestions, we have prepared the attached samples for your review and to better illustrate the changes. These changes will remove any ambiguities and insure that the procurement fully complies with applicable Government of Guam procurement laws and regulations.



We also recommend that all bid related email and information that the Guam Legislature has provided to bidders be formalized as bid amendments per the procedures required by the Guam Administrative Regulations (ref 2GAR §3109(i)); otherwise the applicability of these changes and clarifications could be disputed and affect the award. For your reference, our records indicate we have received the following clarifications and information for this procurement:

- Email regarding blueprints (Guam Congress), rec'd 02/03/2017
- Email regarding additional info (Guam Congress), rec'd 02/03/2017
- Email regarding clarifications, rec'd 02/08/2017
- Email regarding clarifications, rec'd 02/10/2017
- Email regarding bid questions and answers, rec'd 02/08/2017
- Email regarding PDS Bid questions, rec'd 02/13/2017
- Email regarding Numbers to be transferred, rec'd 02/13/2017

Issuance by the Guam Legislature of the above referenced information and any other pertinent document as official bid amendments is a critical requirement in order for this procurement to comply with applicable laws and regulation.

PDS appreciates the opportunity to be able to participate in this procurement and we look forward to your timely feedback regarding these matters as noted above.

Respectfully submitted,

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

John Day
President and COO

Attachments:

- Copy of Sample Revised Bid Form
- Copy of Revised Bid Requirements and Specifications

Guam Legislature

60 Month Lease Agreement - For Telephone Services and Equipment

Bid Form

Bid Item	Item Description	Bid Qty *	Unit of Measure	Unit One Time Costs	Unit Monthly Recurring Cost	1st year Total	2nd year Total	3rd year Total	4th Year Total	5th Year Total	Total Bid	Comment
1	PBX System per requirements	1	lot									Calculation of bid values to be input on the bid form.
2a	BASIC 2 Line Appearance Phone	25	each									based on 5 year lease
2b	ADMIN: 4-6 Line Appearance Phone	20	each									based on 5 year lease
2c	EXECUTIVE: 6-8 Line Appearance Phone	25	each									based on 5 year lease
2d	RECEIPTIST: 12-24 Line Appearance Phone	10	each									based on 5 year lease
2e	CONF RM: 12 Line Appearance Phone	5	each									based on 5 year lease

3	Analog Phone Service (POTS)	8+1	each									includes fees & surcharges
4	Digital Phone Service (ISDN or SIP Trunk)	45	each									includes fees & surcharges
5	DID Telephone Service - Block Tel Numbers	1	block of 100									includes fees & surcharges

Total Bid	
------------------	--

* Quantities shown are estimates for purposes of bid evaluation, the actual quantity awarded may be different based on final determination of requirements by the Government.

BIDDING ON	Manufacturer:
	Make:
	Place of Origin:
	Date of Delivery:

Bidder acknowledges and confirms that the Bidder's recommended PBX and Telecom Services configuration and pricing above complies with all bid terms, conditions, requirements, and specifications.	
Signature of Authorized Bidder Representative:	Date
X	Printed Name and Title

Invitation for Bid: GL-01-FY17

Guam Legislature

60 Month Lease Agreement - For Telephone Services and Equipment

Bid Specifications

Bid Item	Item Description and Specifications	Unit of Measure	Quantity *	Bidder Compliance
1	PBX System per requirements stated below:	LOT	1	
a.	Extensions: Support a minimum of 45 extensions/numbers with the ability to install additional extensions as needed. (Provide additional cost per line breakdown) With 8 dedicated to fax lines			
b.	No Echo: The new system must not have echo feedback.			
c.	Auto Attendants: Greet incoming callers with a recorded message, offer touchtone options, and connect callers to the appropriate extensions.			
d.	Dial By Department: Allow callers who do not know a departments extension number to choose from a department listing using the telephone keypad. The system should be able to search and match the entry with the directory.			
e.	Voice Mail: Must be able to store a minimum of 500 minutes of voicemail memory capacity.			
f.	Personalized Greetings: Users should be able to personalize voicemail greetings on their own extensions.			
g.	Time/Date Stamp on Voicemail: Automatically indicate the time and date a voicemail is received.			
h.	Remote Access: Allow users to access extensions, including settings and voicemail, from an external phone line (i.e., from home, off-island, etc.).			
i.	Direct Inward Dialing: Allow an incoming trunk call to directly access an extension without attendant intervention.			
j.	Call Handling: If the intended extension is busy, caller is provided with the option to dial a different extension or leave a message.			
k.	Call Forwarding: Option to direct calls to a pre-set extension or to a remote number (cell phone, etc.).			
l.	Call Restrictions: Restrict users from dialing specific long distance area codes and numbers.			
m.	Caller ID: Fully support the Caller ID standards and display alpha and numeric caller ID and Name on a standard telephone with a display.			
n.	Conference Calling: Must be able to provide three (3) or more party conference calls.			
o.	Do Not Disturb: Allow users to block and direct incoming calls to a different extension or the voicemail.			
p.	Message Review: Allow callers to review voicemail messages before sending message to voicemail inbox.			
q.	Hands Free Mode: Allow users to leave handset off-hook without having to hear the dial tone.			
r.	Music on Hold: Play music or announcements while callers are on hold.			
s.	Mode Scheduling: Handle incoming calls differently at different times of the day, days of the week, and on holidays (i.e., Greeting after-hours, weekends, and holidays different from normal operating hours).			
t.	Call Hold/Transfer: Allow users to place callers on hold and if necessary, transfer calls to another extension. Throughout entire network.			
u.	Voicemail Handling: Allow users to set number of rings before automatic voicemail pickup.			
v.	Call Park: Allow users to park call . at one station and pick up at another station.			
w.	Call Pickup: Allow users to pick up incoming calls to other extensions within Department.			
x.	Power Failure Transfer: Ability to access outside lines in the event of power loss. For 3-5 hours.			

Invitation for Bid: GL-01-FY17

Bid Item	Item Description and Specifications	Unit of Measure	Quantity *	Bidder Compliance
2	Business Phones: See Items 2a-2e below for Individual Phone Unit requirements.	EACH	85 (5 for reserve)	
	• Caller identification display			
	• 13 Programmable Feature keys with LCD Indicators, minimum			
	• Password security for voicemail			
	• Call Transfer Capabilities			
	• Call Hold, Release and Mute Keys			
	• Hands-free (speaker phone) with muting capabilities			
	• Adjustable 2-line x 24-character Liquid Crystal Display or greater			
	• Visual Message Waiting			
	• On-hook dialing			
	• Call Timer			
	• Current date/time display			
	• Ringer/receiver volume control			
	• Hearing Aid compatible (ADA compliant)			
	• Visual Ringing Indicator			
	• Power failure operation			
2a	BASIC TELEPHONE UNIT	EACH	25 *	
	• 1-2 Line Appearance			
	• Full Duplex Speaker Phone			
	• Headset Ready			
	• 2x 10/100MB Ethernet Ports with POE			
2b	ADMIN TELEPHONE UNIT	EACH	20 *	
	• 3-4 Line Appearance			
	• Full Duplex Speaker Phone			
	• Headset Ready			
	• 2x 10/100/1000Mb Ethernet Ports with POE			
2c	EXECUTIVE TELEPHONE UNIT	EACH	25 *	
	• 6-8 Line Appearance			
	• Full Duplex Speaker Phone			
	• Headset Ready			
	• 2x 10/100/1000Mb Ethernet Ports with POE			
2d	RECEIPTIST TELEPHONE UNIT	EACH	10 *	
	• 12-24 Line Appearance			
	• Full Duplex Speaker Phone			
	• Headset Ready			
	• 2x 10/100/1000Mb Ethernet Ports with POE			
2e	CONFERENCE ROOM TELEPHONE UNIT	EACH	5 *	
	• 12 Line Appearance			
	• Full Duplex Speaker Phone with 360 degree microphone and support for ext microphones			
	• 2x 10/100/1000Mb Ethernet Ports with POE			

Invitation for Bid: GL-01-FY17

Bid Item	Item Description and Specifications	Unit of Measure	Quantity *	Bidder Compliance
3	Analog Phone Service (POTS)	EACH	8+1	
a.	Line Powered service from Central Office			
b.	8 lines for dedicated fax machines and 1 emergency line for Elevator			
c.	Include inside wiring and outside plant work to provision services			
d.	Includes inside wiring maintenance			
4	Digital Phone Service (ISDN/PRI or SIP Trunk)	EACH	45	
a.	45 Trunk digital Lines			
b.	Support caller-ID service on incoming calls			
c.	Include inside wiring and outside plant work to provision services.			
5	DID Telephone Service - Block Tel Numbers	Block of 100	1	
a.	Block of 100 telephone numbers			
b.	Port existing numbers currently in use.			
6	Training & Support	LOT	1	
a.	System Administrator Training			
b.	End User Training			
c.	On-Site Field Support with 24x7 service reporting and reponse			
d.	Inside Wiring Maintenance for Telecommunications System			
e.	Software Updates for System during lease term			
f.	24x7x365 Support with minimum 4 hour response time			
7	Installation	LOT	1	
a.	Provide outside plant wiring and inside wiring as required to implement PBX and services			
b.	Program PBX system according to the features and functions defined			
c.	install all Telecom Services as specified.			
d.	Completely install PBX system and Telecom services "ready for use" within time specified			

* Quantities shown are estimates for purposes of bid evaluation, the actual quantity awarded may be different based on final determination of requirements by the Government.

Exhibit 2
Guam Legislature Response to
PDS Freedom of Information Act Request



I MINA'TRENTAI KUÅTTRO NA LIHESLATURAN GUÅHAN
Thirty-Fourth Guam Legislature

March 2, 2017

John Day
President and COO
Pacific Data Systems
185 Ilipog Drive, Suite 204A
Tamuning, Guam 96913

Dear Mr. Day,

I write to acknowledge receipt of your Freedom of Information Act request dated February 27, 2017. In response to your request, provided are the following documents:

- Bid Invitation No. GL-01-FY17
- GTA Bid Acceptance Record
- Acknowledgement from *I Liheslatura* of GTA Bid Submission
- Docomo Pacific Bid Acceptance Record
- Acknowledgement from *I Liheslatura* of Docomo Pacific, Inc. Bid Submission
- Pacific Data Systems Bid Acceptance Record
- IConnect Bid Acceptance Record

If you have any questions or need additional information, you may contact me by calling 472-2461 or via e-mail at alerta.jermaine@gmail.com. Thank you for your attention to this matter.

Respectfully,


JERMAINE ALERTA
Executive Director

*Rec'd 28
3/2/17
11:47 am*





GTA Submission

624 North Marine Corps Drive
Tamuning, Guam 96913
Tel: 671-644-0116
Fax: 671-644-0103
Email: leah@gta.net

RECEIVED FROM
GUAM LEGISLATURE
PROCUREMENT OFFICE
DATE: 1:58 2/24/17
REC'D BY: Car

Bidder

Teleguam Holdings, LLC

624 N. Marine Corps. Drive

Tamuning, Guam 96913

Telephone:

671-644-0132

Fax:

671-644-0103

Invitation for Bid No.

GL-01-FY17

COMMUNICATIVE
FILE

FEB 24 2017

1:58 1:58 PM
Car

Bid for: 60 Month Lease Agreement – For Telephone Services & Equipment

Time:

2:00pm

Date:

February 24, 2017

BID Opening:

Guam Legislature Public Hearing Room

**docomo
PACIFIC**



TV



MOBILE



ONLINE



PHONE

**60 MONTH LEASE AGREEMENT- FOR TELEPHONE SERVICE AND
EQUIPMENT**

Bidders Name: DOCOMO PACIFIC, INC.

Invitation for Bid Number: **BID INVITATION NUMBER GL-01-FY17**

Time of Bid Opening: 2:00 P.M.

Date of Bid Opening: Friday February 24, 2017

Place of Bid Opening: The Guam Legislature Public Hearing Room

RECEIVED FROM
GUAM LEGISLATURE
PROCUREMENT OFFICE
DATE: 1:57 2/24/17
REC'D BY: CW

CLERK OF THE LEGISLATURE
FEB 24 2017
1:57
CW

INVITATION FOR BID

ISSUING OFFICE:

GUAM LEGISLATURE
155 HESLER PLACE
HAGATNA, GUAM 96910




Jermaine Ajerta
Executive Director

DATE ISSUED: _____

BID INVITATION NO: GL-01-FY17

BID FOR: 60 MONTH LEASE AGREEMENT – FOR TELEPHONE SERVICES AND EQUIPMENT

SPECIFICATION: See Attached

DESTINATION: GUAM LEGISLATURE

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 **Guam Legislature Procurement Office** no later than (Time) **2:00pm**, Date: Jan. 27, 17 and shall be publicly opened at **The Guam Legislature Public Hearing Room**. Bids 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 **60** calendar days from the date opening to supply any or all the items which prices are quoted.

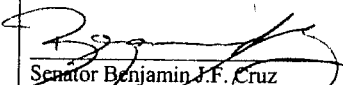
NAME AND ADDRESS OF BIDDER:

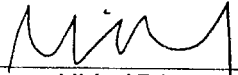
SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS BID:

AWARD: CONTRACT NO.: _____ AMOUNT: _____ DATE: _____

ITEM NO(S). AWARDED: _____

CONTRACTING OFFICERS:


Senator Benjamin J.F. Cruz
Speaker, 34th Guam Legislature


Senator Michael F.Q. San Nicolas
Chairman, Committee on Rules


Jermaine Ajerta
Executive Director

NAME AND ADDRESS OF CONTRACTOR:

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS CONTRACT:

INVITATION FOR BID

ISSUING OFFICE:

GUAM LEGISLATURE
155 HESSLER PLACE
HAGATNA, GUAM 96910



Jermaine Alerta
Executive Director

INVITATION FOR BID NO. : GL-01-FY17

DESCRIPTION:

60 MONTH LEASE AGREEMENT – FOR TELEPHONE SERVICES AND EQUIPMENT

SPECIAL REMINDER TO PROSPECTIVE BIDDERS

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

- (X) **BID GUARANTEE (15% of Bid Amount) May be in the form of; Reference #11 on the General Terms and Conditions**
 - a. Cashier's Check or Certified Check
 - b. Letter of Credit
 - c. Surety Bond – Valid only if accompanied by:
 - 1. Current Certificate of Authority issued by the Insurance Commissioner;
 - 2. Power of Attorney issued by the Surety to the Resident General Agent;
 - 3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.
- (X) **BROCHURES/DESCRIPTIVE LITERATURE;**
- (X) **AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSION**
 - 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 Affidavit, D.O.L. Wage Determination Affidavit, Restriction against Sexual Offenders Affidavit, No Kickbacks or Gratuities Affidavit and Ethical Standards Affidavit, and Affidavit re Contingent Fees

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 _____, 20____, I, _____,
authorized representative of _____ acknowledge receipt of this special
reminder to prospective bidders with the above referenced IFB.

Bidder Representative's Signature

DOA 132
Rev: 1/95

**GOVERNMENT OF GUAM
GENERAL TERMS AND CONDITIONS**

SEALED BID SOLICITATION AND AWARD

Only those Boxes checked below are applicable to this bid.

- [X] 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 Compiler 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.
- [X] 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.
- [X] 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.
- [X] 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.
- [X] 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.
- [X] 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.
- [X] 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.
- [X] 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.
- [X] 10. **BID ENVELOPE:** Envelope shall be sealed and marked with the bidder's name, Bid number, time, date and place of Bid Opening.
- [X] 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.
- [X] 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.
- [X] 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.
- [X] 14. **COMPETENCY OF BIDDERS:** Bids will be considered only from such bidders who, in the opinion of the Government, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.

- [X] 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 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 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 (2 GAR, Div.4 § 1103).
- [] 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 Guam Legislature, Telephone Nos. 472-3443 or 472-3501, 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 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] 27. **INSPECTION:** All supplies, materials, equipment, or services delivered under this contract shall be subject to the inspection and/or test conducted by the Government at destination. If in any case the supplies, materials, equipment, or services are found to be defective in material, workmanship, performance, or otherwise do not conform to the specifications, the Government shall have the right to reject the items or require that they be corrected. The number of days required for correction will be determined by the Government.

- [] 28 **MOTOR VEHICLE SAFETY REQUIREMENTS:** The Government will only consider Bids on motor vehicles which comply with the requirements of the National Traffic and Motor Vehicle safety Act of 1966 (Public Law 89-563) and Clean Air Act as amended (Public Law 88-206), that are applicable to Guam. Bidders shall state if the equipment offered comply with these aforementioned Federal Laws.
- [] 29. **SAFETY INSPECTION:** All motor vehicles delivered under this contract must pass the Government of Guam Vehicle Inspection before delivery at destination.
- [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 30a, above, against defective parts, workmanship, and performance for the term of the contract. Bidder shall also provide service to the equipment for the term of the contract. 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.
- [] 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.
- [] 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.
- [] 37. **TERMINATION FOR CONVENIENCE:** Any termination order for the convenience of the Government issued relative towards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101.10 of the Government Procurement Regulations.
- [] 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 receive 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.

- [X] 43. **LETTER OF RECOGNITION:** Bidder must provide a minimum of (3) three letters of recognition from reputable customers with similar services.

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 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) You are requested to submit a bid for the provision of goods as outlined in the technical specifications. The bid can make reference to only one, two, three or all of the items described.
 - b) 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.
 - c) 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).
 - d) 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.
 - e) 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 request for nondisclosure of trade secrets and other proprietary data.



Benjamin J.F. Cruz
Speaker

34th GUAM LEGISLATURE
155 Hesler Place
Hagatna, Guam 96910

Therese M. Terlaje
Vice-Speaker

Sen. Michael F.Q. San Nicolas
Chairman, Committee on Rules

Jermaine Alerta
Executive Director

ITEM NO.	DESCRIPTION	UOM	MONTHLY	ANNUALLY
1.1	60 Month Lease Agreement Telephone Services (Guam Legislature Main Building)	1 EA.	\$ _____	\$ _____

SPECIFICATIONS:

The proposed phone system should, at a minimum, have the following capabilities:

BIDDING ON OR REMARKS:

- a. **Extensions:** Support a minimum of 45 extensions/numbers with the ability to install additional extensions as needed. (Provide additional cost per line breakdown) With 8 dedicated to fax lines
- b. **No Echo:** The new system must not have echo feedback.
- c. **Auto Attendants:** Greet incoming callers with a recorded message, offer touchtone options, and connect callers to the appropriate extensions.
- d. **Dial By Department:** Allow callers who do not know a department's extension number to choose from a department listing using the telephone keypad. The system should be able to search and match the entry with the directory.
- e. **Voice Mail:** Must be able to store a minimum of 500 minutes of voicemail memory capacity.
- f. **Personalized Greetings:** Users should be able to personalize voicemail greetings on their own extensions.
- g. **Time/Date Stamp on Voicemail:** Automatically indicate the time and date a voicemail is received.
- h. **Remote Access:** Allow users to access extensions, including settings and voicemail, from an external phone line (i.e., from home, off-island, etc.).
- i. **Direct Inward Dialing:** Allow an incoming trunk call to directly access an extension without attendant intervention.
- j. **Call Handling:** If the intended extension is busy, caller is provided with the option to dial a different extension or leave a message.
- k. **Call Forwarding:** Option to direct calls to a pre-set extension or to a remote number (cell phone, etc.).
- l. **Call Restrictions:** Restrict users from dialing specific long distance area codes and numbers.
- m. **Caller ID:** Fully support the Caller ID standards and display alpha and numeric caller ID and Name on a standard telephone with a display.

n. **Conference Calling:** Must be able to provide three(3) or more party conference calls.

o. **Do Not Disturb:** Allow users to block and direct incoming calls to a different extension or the voicemail.

p. **Message Review:** Allow callers to review voicemail messages before sending message to voicemail inbox.

q. **Hands Free Mode:** Allow users to leave handset off-hook without having to hear the dial tone.

r. **Music on Hold:** Play music or announcements while callers are on hold.

s. **Mode Scheduling:** Handle incoming calls differently at different times of the day, days of the week, and on holidays (i.e., Greeting after-hours, weekends, and holidays different from normal operating hours).

t. **Call Hold/Transfer:** Allow users to place callers on hold and if necessary, transfer calls to another extension.

Throughout entire network.

u. **Voicemail Handling:** Allow users to set number of rings before automatic voicemail pickup.

v. **Call Park:** Allow users to park call at one station and pick up at another station.

w. **Call Pickup:** Allow users to pick up incoming calls to other extensions within Department.

x. **Power Failure Transfer:** Ability to access outside lines in the event of power loss. For 3-5 hours

y. **Business Phones: 85 Units**(5 for reserve)

- Caller identification display
- 13 Programmable Feature keys with LCD Indicators, minimum
- Password security for voicemail
- Call Transfer Capabilities
- Call Hold, Release and Mute Keys
- Hands-free (speaker phone) with muting capabilities
- Adjustable 2-line x 24-character Liquid Crystal Display or greater
- Visual Message Waiting
- On-hook dialing
- Call Timer
- Current date/time display
- Ringer/receiver volume control
- Hearing Aid compatible (ADA compliant)
- Visual Ringing Indicator
- Power failure operation

60 Month Contract Period, Starting _____

**Includes Delivery, Installation, and Training
Includes Maintenance (Parts and Labor)**

On-call 24/7 On-site Tech Support & Repair

**** NOTE: THE U.S. FEDERAL GSA CONTRACT PRICING WILL BE CONSIDERED IF OFFERED.**

Bidding On:

Manufacturer: _____
Make: _____

Place of Origin: _____
Date of Delivery: _____

Appendix A: Notice of Appeal Form
PROCUREMENT APPEAL

Exhibit D
High-lighted Bid Documents (pages 1, 2, 19-24)

INVITATION FOR BID

ISSUING OFFICE:

GUAM LEGISLATURE
155 HESLER PLACE
HAGATNA, GUAM 96910



Jermaine Ajerta
Executive Director

DATE ISSUED: _____

BID INVITATION NO: GL-01-FY17

BID FOR: 60 MONTH LEASE AGREEMENT - FOR TELEPHONE SERVICES AND EQUIPMENT

SPECIFICATION: See Attached

DESTINATION: GUAM LEGISLATURE

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 Guam Legislature Procurement Office no later than (Time) 2:00pm. Date: _____ and shall be publicly opened at The Guam Legislature Public Hearing Room. Bids 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 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 OFFICERS:

Senator Benjamin J.F. Cruz
Speaker, 34th Guam Legislature

Senator Michael F.O. San Nicolas
Chairman, Committee on Rules

Jermaine Ajerta
Executive Director

NAME AND ADDRESS OF CONTRACTOR:

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS CONTRACT:

INVITATION FOR BID

ISSUING OFFICE:

GUAM LEGISLATURE
155 HESSLER PLACE
HAGATNA, GUAM 96910



Jermaine Alerta
Executive Director

INVITATION FOR BID NO. : GL-01-FY17

DESCRIPTION:

60 MONTH LEASE AGREEMENT – FOR TELEPHONE SERVICES AND EQUIPMENT

SPECIAL REMINDER TO PROSPECTIVE BIDDERS

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

- (X) **BID GUARANTEE (15% of Bid Amount) May be in the form of; Reference #11 on the General Terms and Conditions**
 - a. Cashier's Check or Certified Check
 - b. Letter of Credit
 - c. Surety Bond – Valid only if accompanied by:
 - 1. Current Certificate of Authority issued by the Insurance Commissioner;
 - 2. Power of Attorney issued by the Surety to the Resident General Agent;
 - 3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.
- (X) **BROCHURES/DESCRIPTIVE LITERATURE;**
- (X) **AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSION**
 - 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 Affidavit, D.O.L. Wage Determination Affidavit, Restriction against Sexual Offenders Affidavit, No Kickbacks or Gratuities Affidavit and Ethical Standards Affidavit, and Affidavit re Contingent Fees

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 _____, 20__ I, _____,

authorized representative of _____ acknowledge receipt of this special reminder to prospective bidders with the above referenced IFB.

Bidder Representative's Signature

DOA 132
Rev: 1/95

**GOVERNMENT OF GUAM
GENERAL TERMS AND CONDITIONS**

SEALED BID SOLICITATION AND AWARD

Only these Boxes checked below are applicable to this bid.

1. **AUTHORITY:** This solicitation is issued subject to all the provision of the Guam Procurement Act (SGCA, Chapter 5) and the Guam Procurement Regulations (copies of both are available at the Office of the 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 (SGCA, Chapter 5) and Section 1-104 of the Guam Procurement Regulations.
6. **COMPLIANCE WITH SPECIFICATIONS AND OTHER SOLICITATION REQUIREMENTS:** Bidders shall comply with all specifications and other requirements of the Solicitation.
7. **"ALL OR NONE" BIDS:** Unless otherwise allowed under this Solicitation, "all or none" bids may be deemed to be non-responsive. If the bid is so limited, the Government may reject part of such proposal and award on the remainder.
- NOTE:** By checking this item, the Government is requesting all of the bid items to be bid or none at all. The Government will not award on an itemized basis. Reference: Section 3-101.06 of the Guam Procurement Regulations.
8. **INDEPENDENT PRICE DETERMINATION:** The bidder, upon signing the Invitation for Bid, certifies that the prices in his bid were derived at without collusion, and acknowledge that collusion and anti-competitive practices are prohibited by law. Violations will be subject to the provision of Section 5651 of that of the Guam Procurement Act. Other existing civil, criminal or administrative remedies are not impaired and may be in addition to the remedies in Section 5651 of the Government code.
9. **BIDDER'S PRICE:** The Government will consider not more than two (2) (Basic and Alternate) item prices and the bidder shall explain fully each price if supplies, materials, equipment, and/or specified services offered comply with specifications and the products origin. Where basic or alternate bid meets the minimum required specification, cost and other factors will be considered. Failure to explain this requirement will result in rejection of the bid.
10. **BID ENVELOPE:** Envelope shall be sealed and marked with the bidder's name, Bid number, time, date and place of Bid Opening.
11. **BID GUARANTEE REQUIREMENT:** Bidder is required to submit a Bid Guarantee Bond or standby irrevocable Letter of Credit or Certified Check or Cashier's Check in the same bid envelope to be held by the Government pending award. The Bid Guarantee Bond, Letter of Credit, Certified Check or Cashier's Check must be issued by any local surety or banking institution licensed to do business on Guam and made payable to the Treasurer 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 such bidders who, in the opinion of the Government, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.

- [X] 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 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 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 (2 GAR, Div.4 § 1103).
- [] 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 Guam Legislature, Telephone Nos. 472-3443 or 472-3501, 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 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] 27. **INSPECTION:** All supplies, materials, equipment, or services delivered under this contract shall be subject to the inspection and/or test conducted by the Government at destination. If in any case the supplies, materials, equipment, or services are found to be defective in material, workmanship, performance, or otherwise do not conform to the specifications, the Government shall have the right to reject the items or require that they be corrected. The number of days required for correction will be determined by the Government.

- [] 28. **MOTOR VEHICLE SAFETY REQUIREMENTS:** The Government will only consider Bids on motor vehicles which comply with the requirements of the National Traffic and Motor Vehicle safety Act of 1966 (Public Law 89-563) and Clean Air Act as amended (Public Law 88-206), that are applicable to Guam. Bidders shall state if the equipment offered comply with these aforementioned Federal Laws.
- [] 29. **SAFETY INSPECTION:** All motor vehicles delivered under this contract must pass the Government of Guam Vehicle Inspection before delivery at destination.
- [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 30a, above, against defective parts, workmanship, and performance for the term of the contract. Bidder shall also provide service to the equipment for the term of the contract. 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.
- [] 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.
- [] 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.
- [] 37. **TERMINATION FOR CONVENIENCE:** Any termination order for the convenience of the Government issued relative towards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101.10 of the Government Procurement Regulations.
- [] 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.

[X] 43. **LETTER OF RECOGNITION:** Bidder must provide a minimum of (3) three letters of recognition from reputable customers with similar services.

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 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) You are requested to submit a bid for the provision of goods as outlined in the technical specifications. The bid can make reference to only one, two, three or all of the items described.
 - b) 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.
 - c) 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).
 - d) 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.
 - e) 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 request for nondisclosure of trade secrets and other proprietary data.