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PROCUREMENT APPEALS

DATE: 6-18-19

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Appendix A: Notice of Appeal Form
PROCUREMENT APPEAL FILE NO OPA-PA: 19-007

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-19-007**
)
_____)

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: Guam Community College
- B) Identification/Number of Procurement, Solicitation, or Contract: GCC-FB-19-005
- C) Decision being appealed was made on June 3, 2019 (date) by: X GCC President and Chief Procurement Officer

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:

- **G4S Security Systems, Inc. (G4S)**
- **ComPacific**

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 Guam Community College (GCC) on June 3, 2019 (attached as Exhibit A) regarding a Protest made by PDS reference procurement GCC-FB-19-005, a procurement for the supply of Cisco Certified Network Associate (CCNA) Security Equipment.

The original Protest in this matter was made by PDS to GCC on May 28, 2019 (attached as Exhibit B). To the best of PDS’ knowledge no formal award has been issued by GCC in this procurement.

IV.1 PDS GROUNDS FOR APPEAL:

A. THE GCC REJECTION OF THE PDS PROTEST IS IN ERROR. GCC'S ACTIONS ARE IN VIOLATION OF THE GUAM PROCUREMENT ACT OR GUAM PROCUREMENT REGULATIONS AS NOTED.

1. Reference the GCC Bid Requirements at pages 2 and 8, the G4S bid did not contain a valid Bid Bond. This is due to the fact that the Bid Bond Form (see Exhibit C) requires the form to be "*signed and sealed*" by an Authorized Representative of the Bidder. The G4S Bid Bond Form is not sealed. Unfortunately, the GCC procurement personnel opening the bid did not notice this and erroneously accepted the bid bond at the time of opening. Normally the Bid Bond would be reviewed and rejected at opening if found not to comply with the Bid requirements or procurement laws/rules noted previously. Reference 5 GCA §5212(e).
2. Reference the GCC Bid requirements at page 7, #16, G4S did not submit a valid Affidavit re: Contingent Fees (see Exhibit D). The Affidavit submitted by G4S was not properly dated by the Notary (no year is noted for the date of the document). Again, GCC procurement personnel opening the bid did not notice this and erroneously accepted this Affidavit at the time of opening. Normally the Affidavits would be reviewed and rejected at opening if found not to comply with the Bid requirements or procurement laws/rules noted previously.
3. Reference the GCC Bid requirements at page 3, #2e (see Exhibit E), G4S did not comply with this requirement by providing confirmation of its ability to provide delivery within the 30-day timeline required. This is a requirement of the bid and should be grounds for the G4S bid to be rejected as non-responsive.
4. Reference the GCC Bid Requirements noted in point #3 of Amendment 1 (see Exhibit F), that Bidders should provide their Cisco Partner Authorization information with their bid; PDS has no evidence that G4S provided the required information with their

Appendix A: Notice of Appeal Form
PROCUREMENT APPEAL

bid. G4S is not listed on the Cisco Partner information web site as a valid Cisco Partner for Guam.

<https://locatr.cloudapps.cisco.com/WWChannels/LOCATR/openBasicSearch.do>.

See Exhibit G that shows the information available at this website as of this date. Note that the other two bidders, PDS and ComPacific, are shown on this website but there is no entry for G4S. This is an important requirement of the bid and G4S' failure to provide this information with their bid should be grounds for the G4S bid to be rejected as non-responsive.

5. Reference the GCC Bid Requirements noted in point # 4 of Amendment 1 (see Exhibit F), that Bidders should provide their Cisco Distributor information with their bid; PDS is unaware if G4S provided the required information with their bid. The Cisco Distributor information is important to ensure that the products being provided have been legitimately sourced through an approved Cisco Distributor and are genuine Cisco hardware and software. This ensures warranty coverage and future support of the systems by Cisco. Unfortunately, many suppliers are not supplying authentic Cisco products and Software (used equipment or counterfeit products are used). This is an important requirement of the bid and G4S' failure to provide this information with their bid should be another finding for the G4S bid to be rejected as non-responsive.

B. THE GCC REJECTION OF THE PDS PROTEST AND ACCEPTANCE OF THE G4S BID IS IN VIOLATION OF THE GUAM PROCUREMENT ACT CHAPTER 5 § 5211 SINCE GCC HAS FAILED TO APPLY THE BID REQUIREMENTS AND SPECIFICATIONS IN THE REVIEW OF THE G4S BID AS REQUIRED BY 5 GCA Ch.5 § 5211(e).

1. Reference the above section of the Guam Procurement Act, GCC may only review and evaluate a bid based upon the terms and conditions for evaluation as defined in the bid document. GCC cannot define these bid terms and conditions and then later ignore the use of this language in the review of Bidder submissions. PDS believes that GCC has in fact done this, by ignoring G4S clear violation of Bid Terms and Conditions or classifying these issues a "minor informalities" and allow G4S to correct the deficiencies after turn-in of their bid.

C. THE GCC PROTEST DECISION IS IN ERROR DUE TO THE INAPPROPRIATE ALLOWANCE OF THE USE OF MINOR INFORMALITY RULES OF THE GUAM PROCUREMENT REGULATIONS (REFERENCE 2 GAR DIV. 4 § 3109(m)(4)(B)) TO ALLOW MODIFICATION OF A BID AFTER SUBMISSION.

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1. The Guam Procurement Act and Guam Procurement Regulations do allow for the limited correction of bid submissions after turn-in in limited cases (reference 2 GAR, Div. 4§3109(m)(4)(B)). The limited situations where these corrections or clarifications are allowed are defined in the text of the regulations. GCC's Protest Decision in effect ignores the limitations of the use of these regulations and attempts to use these rules to allow G4S to make significant and inappropriate change and corrections to the G4S bid submission. By allowing these changes, after bid turn-in, GCC's actions set a dangerous precedent could seriously undermine the future integrity of the procurement process if allowed to stand.

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 GCC in this procurement. Specifically, PDS requests that the OPA validate the decisions made by GCC to ignore the deficiencies of G4S bid and allow the G4S bid to be accepted for evaluation of award. It is PDS' position that the deficiencies contained in the G4S should have caused the bid to be rejected by GCC. Instead GCC has either refused to acknowledge these deficiencies or has "forgiven" these issues by classifying these as "minor informalities". PDS believes these actions by GCC create a serious threat to the integrity of the procurement process and require review by the OPA.
- B. PDS requests a ruling by the OPA on each of the appeal points documented by PDS in this procurement appeal.
- C. PDS requests reimbursement of any and all applicable costs as may be determined by the OPA in this matter.
- D. PDS requests that GCC be ordered to STAY all activity related to this procurement during the pendency of this appeal.

IV.3 SUMMARY OF SUPPORTING EXHIBITS ATTACHED HERETO:

Exhibit A – GCC Denial of PDS Protest dated June 3, 2019

Exhibit B – PDS Protest Letter dated May 28, 2019

Exhibit C – G4S bid did not contain a valid Bid Bond

Exhibit D – G4S did not submit a valid Affidavit re: Contingent Fees

Exhibit E – GCC Bid requirements at page 3, #2e; G4S did not comply with this requirement

Exhibit F – GCC Bid Requirements noted in point # 4 of Amendment 1

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Exhibit G – G4S is not listed on the Cisco Partner information web site

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 18th day of June, 2019.


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



Exhibit A



June 3, 2019

Pacific Data Systems
121 Robat Street, Suite 101
Maite, Guam 96910

Mr. John Day
President

Subject: Response to Pacific Data Systems Protest dated May 28, 2019

Bid Description: Cisco Certified Network Associate (CCNA) Security Equipment

GCC Bid No: GCC-FB-19-005

Dear Mr. John Day,

GCC received your protest letter on May 28, 2019 related to the bid for Cisco Certified Network Associate (CCNA) Security Equipment.

GCC has provided the responses to each point below:

On May 24, 2019, PDS made a Freedom of Information Request for the G4S bid submission (see Exhibit E). As of the date of this letter, PDS has not yet received a response to this request.

Update: GCC received the FOIA request on May 24, 2019 and provided copies of G4S' bid (not including the marked confidential information) on May 29, 2019 which is within the four day requirement (Monday, May 27, 2019 was a GovGuam holiday).

PDS Point 1

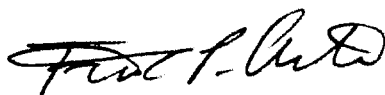
Reference the GCC Bid Requirements at pages 2 and 8, the G4S bid did not contain a valid Bid Bond. This is due to the fact that the Bid Bond Form (see Exhibit F) requires the form to be "signed and sealed" by an Authorized Representative of the Bidder. The G4S Bid Bond Form is not sealed. Unfortunately, the GCC procurement personnel opening the bid did not notice this and erroneously accepted the bid bond at the time of opening. Normally the Bid Bond would be reviewed and rejected at opening if found not to comply with the Bid requirements of procurement laws/rules noted previously.

GCC Response to Point 1

GCC reviewed G4S' bid package and confirms that the Bid Bond Form submitted is signed and sealed. The Bid Bond Form also includes the Certificate of Authority and Power of Attorney. (See attached copy, please note the original is sealed).

PDS Point 2

Reference the GCC Bid requirements at page 7, #16, G4S did not submit a valid Affidavit re: Contingent Fees (see Exhibit G). The Affidavit submitted by G4S was not properly dated by the Notary (no year is noted for the date of the document). Again, GCC procurement personnel opening the bid did not notice this and erroneously accepted this Affidavit at the time of opening. Normally the Affidavits would be reviewed and rejected at opening if found not to comply with the Bid requirements or procurement laws/rules previously.


6/10/19

GCC Response to Point 2

Please note that this is considered a minor informality and will be waived, since all the other affidavits are signed and dated by the same person on the same date and the number 9 was just omitted from the year. As per 2GAR Div 4 Procurement Regulations §3109 (m) Mistakes in Bids (4)(b) Minor Informalities are matters of form rather than substance evident from the bid document or insignificant mistakes that can be waived or corrected without prejudice to other bidders that is, the effect the effect on price, quantity, quality, delivery, or contractual conditions is negligible.

PDS Point 3

Reference the GCC Bid requirements at page 3, #2e (See Exhibit H), G4S did not provide any confirmation of its ability to provide delivery within the 30-day timeline required. This is a requirement of the bid and should be grounds for the G4S bid to be rejected as non-responsive.

GCC Response to Point 3

The 30 day delivery time frame was set forth in the Invitation for Bid and all bidders are bound to this time frame. Please also note that in Amendment #2, a request was made by G4S to extend the required delivery date of 30 days upon receipt of the PO to 45 days. However, GCC replied No, the required delivery date will remain at 30 days upon receipt of the PO.

PDS Point 4

Reference the GCC Bid Requirements noted in point #3 of Amendment 1 (see Exhibit B), that Bidders should provide their Cisco Partner Authorization information with their bid; G4S did not provide the requirement information with their bid. This Cisco Partner information is public information and can be accessed via the Internet at the following website:

<https://locatr.cloudapps.cisco.com/WWWChannels/LOCATR/openBasicSearch.do>.

See Exhibit I that shows the information available at this website as of 5/28/19. Note that the other two bidders, PDS and ComPacific, are shown on this website but there is no entry for G4S. This is an important requirement of the bid and G4S' failure to provide this information with their bid should be grounds for the G4S bid to be rejected as non-responsive.

GCC Response to Point 4

Please note that GCC confirms that G4S provided this required information in their bid packet submission and is noted as confidential.

PDS Point 5

Reference the GCC Bid Requirements noted in point #4 of Amendment 1 (see Exhibit B), that Bidders should provide their Cisco Distributor information with their bid; G4S did not provide the required information with their bid. The Cisco Distributor information is important to ensure that the products being provided have been legitimately sourced through an approved Cisco Distributor and are genuine Cisco hardware and software. This ensures warranty coverage and future support of the systems by Cisco. Unfortunately, many suppliers are not supplying authentic Cisco products and Software (used equipment or counterfeit products are used). See the attached article included as Exhibit J that describes this problem and the legal steps that Cisco has taken to address it. This is an important requirement of the bid and G4S' failure to provide this information with their bid should be another finding for the G4S bid to be rejected as non-responsive.

GCC Response to Point 5

Please note that G4S provided this required information in their bid packet submission and is noted as confidential.



PDS Point 6

Item 3 of the G4S bid is missing required Cisco 1 year Software Subscription (Cisco description: L-ASA5506-TAMC-1Y-Cisco ASA5506 Fire POWER IPS, AMP and URL 1YR Subscription) as specified by GCC bid for this item. The Item 3 section of the G4S bid submission does not list this software as being included with this item of the G4S bid. It is also clear when comparing the bid prices submitted by all bidders, that differences in the bidder prices confirms that G4S omitted this required software for this item. This is a serious oversight by G4S and should be grounds for their bid to be declared as non-responsive for this item.

GCC Response to Point 6

GCC reviewed G4S' information submitted for Item #3 and confirms that the 1 year Software Subscription is included in their bid price.

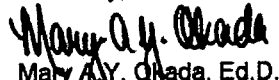
GCC has reviewed PDS' protest and denies and rejects all points of the protest.

You have a right to administrative and judicial review of this decision and an appeal must be filed within fifteen (15) days after your receipt of this decision.

Please acknowledge receipt of this letter and provide a written response via email to: joleen.evangelista@guamcc.edu and materialsmanagement@guamcc.edu ASAP or no later than June 17, 2019.

We appreciate your participation in the bid process.

Sincerely,


Mary A.Y. Obada, Ed.D.
President

GOVERNMENT OF GUAM

GUAM COMMUNITY COLLEGE
P.O. BOX 23069 GMF
BARRIGADA, GUAM 96921

BID BOND NO. _____

G4S Security Systems

KNOW ALL MEN BY THESE PRESENTS that G4S Security Systems (Guam), Inc., as Principal hereinafter called the Principal, and (Bonding Company), Safeco Insurance Company of America a duly admitted insurer under the laws of the Territory of Guam, as Surety, hereinafter called the Surety are held firmly bound unto the Territory of Guam for the sum of Fifteen Percent of Bid Amount Dollars (\$15% of Bid Amt), for payment of which sum will and truly to be made, the said(Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for *(identify project by number and brief description)* GCC-FB-19-005 - Cisco Certified Network Associate Security Equipment

NOW THEREFORE, if the Territory of Guam shall accept the bid of the Principal and the Principal shall enter into a Contract with the Territory of Guam in accordance with the terms of such bid, and give such bond or bonds as may be specified in bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution, thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Territory of Guam the difference not to exceed the penalty hereof between the amounts specified in said bid and such larger amount for which the Territory of Guam may in good faith contract with another party to perform work covered by said bid or an appropriate liquidated amount as specified in the Invitation for Bids then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 17th day of May 2019.

G4S Security Systems (Guam), Inc.

By: [Signature]
(PRINCIPAL) (SEAL)

[Signature]
(WITNESS)

[Signature]
(TITLE)
Barbara C. Salas for David M. Carey
(MAJOR OFFICER OF SURETY)

Assistant Secretary
(TITLE)

Safeco Insurance Company of America

[Signature]
Barbara C. Salas for Renee C. Llewellyn
(MAJOR OFFICER OF SURETY)

Assistant Secretary
(TITLE)

[Signature]
Takagi & Associates, Inc.
(RESIDENT GENERAL AGENT)



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

American States Insurance Company
First National Insurance Company of America
General Insurance Company of America
Safeco Insurance Company of America

Certificate No: 8200552-024010

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American States Insurance Company is a corporation duly organized under the laws of the State of Indiana, that First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America are corporations duly organized under the laws of the State of New Hampshire (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Joseph C. Barcinas, Pamela A. Cruz; Satsuki Perez; Barbara C. Salas; Judith Santos; Hidenobu Takagi; Jo Takagi

all of the city of Tumon state of GU each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 19th day of February, 2019.



American States Insurance Company
First National Insurance Company of America
General Insurance Company of America
Safeco Insurance Company of America

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 19th day of February, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American States Insurance Company, First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries.

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of American States Insurance Company, First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America, which are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorney-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of American States Insurance Company, First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 17th day of May, 2019.



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

GOVERNMENT OF GUAM
DEPARTMENT OF REVENUE AND TAXATION
OFFICE OF THE BANKING AND INSURANCE COMMISSIONER
CERTIFICATE OF AUTHORITY

RENEWAL 184

Know All Men By These Presents That:

Name SAFECO INSURANCE COMPANY OF AMERICA

Address 175 BERKELEY STREET
BOSTON
GARLOCK SUITE - MAIL STOP M09G
MA 02116

Classes of Insurance Authorized } FIDELITY & SURETY
PROP. DAMAGE & LIABILITY

Having complied with the Insurance Law of Guam, is hereby authorized to transact as an insurer, the above named Classes of Insurance in Guam from the 01 day of July, 20 18, to the 01 day of July, 20 19, unless authority is revoked for failure to comply with the law.

General Agent(s):
CALVO'S INSURANCE UNDERWRITERS INC
TAKAGI & ASSOCIATES INC

In Witness Whereof, I have hereunto subscribed my name officially and have hereon impressed my Seal of Office at the City of Hagatña, Guam on this 29 day of May A.D. 20 18.



JOHN P. CAMACHO
Acting Banking and Insurance Commissioner



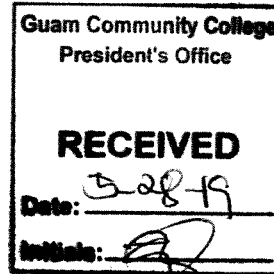
Exhibit B



May 28, 2019

via hand delivery

Dr. Mary A. Y. Okada, Ed.D.
President
Guam Community College
PO Box 23069
GMF Barrigada, GU 96921



Guam Community College
MATERIAL MANAGEMENT

RECEIVED



Initials:
Forwarded to:
Date Forwarded: 12:28 PM

Subject: **PROCUREMENT PROTEST** of GCC-FB-19-005 Invitation for Bid

Dear Dr. Okada:

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

Background:

This bid was published on May 1, 2019 (see Exhibit A), and describes 3 items of Cisco Equipment and Software to be purchased for GCC. Several questions were asked by bidders with GCC responses being issued as two amendments (See Exhibit B for Bidder Questions and GCC Amendments, Amendment #1 issued on 05/06/2019 and Amendment #2 issued on 05/08/2019). The bid was publicly opened on May 20, 2019 with three bids submitted by G4S, PDS, and ComPacific (see Bid Abstract Exhibit C).

Subsequent to the public bid opening PDS requested to inspect all bids (see Exhibit D). GCC provided access to this information on May 22, 2019 at the GCC procurement office where PDS (represented by John Day and Franklin Artero) were able to review all publicly available bidder submissions.

On May 24, 2019, PDS made a Freedom of Information Request for the G4S bid submission (see Exhibit E). As of the date of this letter, PDS has not yet received a response to this request.

Basis for Protest:

After PDS' review of the G4S bid submission (public information), PDS believes that serious deficiencies exist with this submission that should have caused GCC to immediately reject the bid at the time of bid opening and eliminate the need for any further evaluation or consideration of the G4S submission. The following are a list of deficiencies noted by PDS in our review of the G4S bid submission:

1. Reference the GCC Bid Requirements at pages 2 and 8, the G4S bid did not contain a valid Bid Bond. This is due to the fact that the Bid Bond Form (see Exhibit F) requires the form to be "**signed and sealed**" by an Authorized



May 28, 2019

via hand delivery

Dr. Mary A. Y. Okada, Ed.D.
President
Guam Community College
PO Box 23069
GMF Barrigada, GU 96921

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Representative of the Bidder. The G4S Bid Bond Form is not sealed. Unfortunately, the GCC procurement personnel opening the bid did not notice this and erroneously accepted the bid bond at the time of opening. Normally the Bid Bond would be reviewed and rejected at opening if found not to comply with the Bid requirements or procurement laws/rules noted previously.

2. Reference the GCC Bid requirements at page 7, #16, G4S did not submit a valid Affidavit re: Contingent Fees (see Exhibit G). The Affidavit submitted by G4S was not properly dated by the Notary (no year is noted for the date of the document). Again, GCC procurement personnel opening the bid did not notice this and erroneously accepted this Affidavit at the time of opening. Normally the Affidavits would be reviewed and rejected at opening if found not to comply with the Bid requirements or procurement laws/rules noted previously.

The above two issues are serious deficiencies that should have led to the immediate rejection and disqualification of the G4S bid submission at the time of bid opening without further review or evaluation by GCC. Thus, PDS is compelled by the 14-day timeline specified in GCA 5 §5425(a) to make this protest and bring these issues to the attention of the Chief Procurement Officer at GCC so that corrective action can be taken.

The PDS review of the G4S bid did reveal additional deficiencies that PDS feels would also be grounds for the rejection and disqualification of the G4S bid. For the record and in accordance with the timelines noted in GCA 5 §5425(a), PDS now documents these additional issues below:

3. Reference the GCC Bid requirements at page 3, #2e (see Exhibit H), G4S did not provide any confirmation of its ability to provide delivery within the 30-day timeline required. This is a requirement of the bid and should be grounds for the G4S bid to be rejected as non-responsive.
4. Reference the GCC Bid Requirements noted in point #3 of Amendment 1 (see Exhibit B), that Bidders should provide their Cisco Partner Authorization information with their bid; G4S did not provide the required information with their bid. The Cisco Partner information is public information and can be accessed via the Internet at the following website:

<https://locatr.cloudapps.cisco.com/MWChannels/LOCATR/openBasicSearch.do>.

See Exhibit I that shows the information available at this website as of 5/28/2019. Note that the other two bidders, PDS and ComPacific, are shown on this website but there is no entry for G4S. This is an important requirement of the bid and G4S' failure to provide this information with their bid should be grounds for the G4S bid to be rejected as non-responsive.



5. Reference the GCC Bid Requirements noted in point # 4 of Amendment 1 (see Exhibit B), that Bidders should provide their Cisco Distributor information with their bid; G4S did not provide the required information with their bid. The Cisco Distributor information is important to ensure that the products being provided have been legitimately sourced through an approved Cisco Distributor and are genuine Cisco hardware and software. This ensures warranty coverage and future support of the systems by Cisco. Unfortunately, many suppliers are not supplying authentic Cisco products and Software (used equipment or counterfeit products are used). See the attached article included as Exhibit J that describes this problem and the legal steps that Cisco has taken to address it. This is an important requirement of the bid and G4S' failure to provide this information with their bid should be another finding for the G4S bid to be rejected as non-responsive.

6. Item 3 of the G4S bid is missing required Cisco 1year Software Subscription (Cisco description: L-ASA5506-TAMC-1Y - Cisco ASA5506 Fire POWER IPS, AMP and URL 1YR Subscription) as specified by GCC bid for this item. The Item 3 section of the G4S bid submission does not list this software as being included with this item of the G4S bid. It is also clear when comparing the bid prices submitted by all bidders, that differences in the bidder prices confirms that G4S omitted this required software for this item. This is a serious oversight by G4S and should be grounds for their bid to be declared as non-responsive for this item.

Summary:

PDS has identified many serious deficiencies in the submitted G4S bid for this procurement. Each of these deficiencies provide a singular justification for rejection of the G4S bid, and taken together are especially convincing and can leave no doubt as to the rejection that GCC must make of the G4S bid. PDS requests that GCC reject the G4S bid and complete the evaluation and award of this bid based on the remaining bids submitted by PDS and ComPacific.

Negotiations to Resolve Protest:

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

Procurement is Stayed:

GCC 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 light blue horizontal line.

John Day
President

xc: GCC Materials Management

Attachments:

- Exhibit A: May 1, 2019 GCC Bid documents for GCC-FB-19-005
- Exhibit B: Bidder Questions and GCC Amendments, Amendment #1 issued on 05/06/2019 and Amendment #2 issued on 05/08/2019
- Exhibit C: May 20, 2019 GCC Bid Abstract from bid opening
- Exhibit D: PDS request to inspect all bids
- Exhibit E: May 24, 2019, PDS Freedom of Information Request re G4S bid documents
- Exhibit F: GCC Bid Requirements at pages 2 and 8
- Exhibit G: GCC Bid requirements at page 7, #16, reference Affidavit re: Contingent Fees
- Exhibit H: GCC Bid requirements at page 3, # 2e. reference Bidder Delivery timeline
- Exhibit I: Cisco Guam Partner locator information from website on May 20, 2019
- Exhibit J: CRN Article regarding legal steps taken by Cisco to address the issue of Counterfeit products



Exhibit A

May 1, 2019 GCC Bid documents for GCC-FB-19-005

**GUAM COMMUNITY COLLEGE
BID INVITATION**

Mary A.Y. Okada, Ed.D.
GCC PRESIDENT

GUAM COMMUNITY COLLEGE
P.O. BOX 23069 GMF, GUAM 96921
1 SESAME STR. MANGILAO, GUAM 96913

DATE ISSUED: May 1, 2019 **BID INVITATION NO.: GCC-FB-19-005**

INSTRUCTION: This BID shall be submitted in original, plus **Two (2) copies**, in a sealed envelope and delivered to the Destination specified below **on or before (Time) 10:00 A.M., (Date) Thursday, May 16, 2019**. The Bid shall be Publicly opened at **10:15 A.M.** Bids submitted after the time and date specified above shall **be rejected**. See attached **Solicitation Instructions and Conditions for details.**

BID FOR: **Cisco Certified Network Associate
(CCNA) Security Equipment**

SPECIFICATIONS: See Attached Specifications

DESTINATION: **GUAM COMMUNITY COLLEGE
Materials Management Office
Room 2105 1st fl. Administration Bldg. 2000**

REQUIRED DELIVERY DATE: **30 Calendar Days upon Receipt of the Purchase Order/Contract**

SUBMISSION DEADLINE FOR QUESTIONS: **5:00 P.M., Tuesday, May 6, 2019**

DEADLINE FOR GCC RESPONSES: **5:00 P.M., Thursday, May 8, 2019**

ALL INQUIRIES REGARDING THIS BID MUST BE ADDRESSED TO: Procurement & Inventory Administrator, Materials Management Office

**MATERIALS MANAGEMENT CONTACT INFORMATION: TELEPHONE: 735-5542/5540; FACSIMILE: 734-5238;
EMAIL: materialsmanagement@guamcc.edu; WEBSITE: www.guamcc.edu**

NOTE TO BIDDERS:

This bid is subject to the attached **General Terms and Conditions of the Invitation for Bids**. The undersigned offers and agrees to furnish within the time specified, the articles and services at the price stated opposite otherwise specified by the bidder. The undersigned further agrees this bid will remain firm and irrevocable if accepted within _____ calendar days (60 calendar days unless a different period is inserted), from the date of the opening, to furnish any or all of the items which prices are quoted.

INDICATE WHETHER: INDIVIDUAL PARTNERSHIP CORPORATION

INCORPORATED IN:

NAME AND ADDRESS OF BIDDER:

**SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS BID:**

AWARD:	CONTRACT NO.:	AMOUNT:	DATE:
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ACCEPTED AS TO ITEMS NUMBERED:

CONTRACTING OFFICER

GCC PRESIDENT

NAME AND ADDRESS OF CONTRACTOR:

**SIGNATURE AND TITLE OF PERSON AUTHORIZED
TO SIGN THIS CONTRACT**



Guam Community College
 PO Box 23069
 Barrigada, Guam 96921

Accountability • Impartiality • Competence • Openness • Value

INVITATION FOR BID (IFB) NO.: GCC-FB-19-005

DESCRIPTION: Cisco Certified Network Associate (CCNA) Security 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 envelope, in duplicate, at the date and time for bid opening.

- BID GUARANTEE (15% OF BID AMOUNT) – May be in the form of;**
 - a. **Cashier's Check or Certified Check**
 - b. **Letter of Credit (must not expire no earlier than ninety (90) days from the date of submittal)**
 - 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.**

- BROCHURES/DESCRIPTIVE LITERATURE: PLEASE TAB ALL DESCRIPTIVE LITERATURE AND NOTATE ITEM NUMBERS FOR EASE OF REFERENCE DURING EVALUATION.**

- AFFIDAVIT OF DISCLOSING OWNERSHIP AND COMMISSIONS – Must comply with the following requirements:**
 - a. **A bidder intends to participate in a bid opening on October 15 and submits his/her bid on September 12, the affidavit dated September 10 is acceptable**
 - b. **If the affidavit is a copy, indicate the Bid No. and where it is filed**

- LOCAL PROCUREMENT PREFERENCE APPLICATION**

- NON-COLLUSION AFFIDAVIT, AFFIDAVIT re: GRATUITIES AND KICKBACKS, AFFIDAVIT re: ETHICAL STANDARDS AND AFFIDAVIT re: CONTINGENT FEES (must be notarized)**

- INSURANCE REQUIREMENTS: see attached and will be required upon Notice of Intent to Award**

- Declaration Re Compliance with U.S. DOL Wage Determination: Please see instructions in U.S. DOL Form**

- Acknowledgement receipts of pre-bid minutes and or addendums upon issuance from Materials Management Office**

- Copy of Guam business license expiring 2019 (upon Issuance of Award)**

- Failure to comply with the requirements in the special reminder will be a basis for disqualification and rejection of the bid. This reminder must be signed and returned in the bid envelope together with the bid. Failure to comply with the above requirements will mean a disqualification and rejection of the bid. On this _____ day of _____, 2019, _____ acknowledge receipt of this special reminder to prospective bidders with the above referenced IFB.**

 Bidder Representative's Signature

**GUAM COMMUNITY COLLEGE
SEALED BID SOLICITATION
INSTRUCTIONS**

This solicitation is issued subject to all the provisions of Guam Procurement Laws in 5 G.C.A. chapter 5, and 2 G.A.R., div4 (both are available online at: <http://www.guamcourts.org/CompilerofLaws/index.html>).

1. BID FORMS:

Each Bidder shall be provided with one (1) set of Solicitation forms. Additional copies may be provided by request.

2. PREPARATION OF BIDS:

(a) Bidders are required to examine all drawings, specifications, schedules, and all other accompany instructions and documents.

(b) Each bidder shall furnish the information required by the Solicitation. The bidder shall sign the Solicitation and print or type his/her 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 his/her 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 the 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.

(e) Bids must state a definite time for delivery of supplies or performance of services.

(f) Time, if stated as a number of days, means calendar days and will include Saturdays, Sundays, and holidays. 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 submission on their bids. Oral explanation 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 is necessary for bidders in submitting bids on the Solicitation or if the lack of such information would be prejudicial to uniformed bidders.

4. ACKNOWLEDGEMENT OF AMENDEMENTS TO SOLICITATIONS:

Receipt of an amendment to a Solicitation by a bidder must be acknowledged by signing an acknowledgement of receipt of the amendment. Such acknowledgement must be received prior to the hour and date specified for receipt of bids.

5. SUBMISSION OF BIDS:

(a) Bids and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the Solicitation. The bidder shall show the hour and date specified in the Solicitation for receipt, the Solicitation number, and the name and address of the bidder on the face of the envelope. The College will base the award only upon the information provided in the bid envelope, and facts available at the time of bid opening. Incomplete bids will be considered unresponsive and the Bid will be disqualified from receiving the award.

(b) Telegraphic bids will not be considered unless authorized by the Solicitation. However, bids may be modified or withdrawn by written or telegraphic notice, provided such notice is received prior to the hour and date specified for receipt (see paragraph 6 of these instructions).

(c) Samples of items, when required, must be submitted within the time specified, unless otherwise specified by the College, at no expense to the College. ~~If not destroyed by testing, samples will be returned at bidder's request and expense, unless otherwise specified by the Solicitation.~~

(d) Samples or descriptive literature should not be submitted unless it is required on this Solicitation. Regardless of any attempt by a bidder to condition the bid, unsolicited samples or descriptive literature will not be examined or tested, 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 futures Solicitations for the type of supplies or services covered by this Solicitation are desired. Failure of the recipient to bid, or to notify the issuing office that future Solicitations are desired, may result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by the solicitation.

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 modifications of a bid received after the time and date set for opening of bids at the place designated for opening is late.

(b) Treatment: No late bid, late modification, or late withdrawal will be considered unless received before contract award, and the 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 prompt payment discount offered, time will be computed from date of delivery and acceptance of the supplies to the destination as indicated in the purchase order contract. Pay is deemed to be made for the purpose of earning the discount on the date of mailing of the College check.

9. GOVERNMENT FURNISHED PROPERTY:

No material, labor or facilities will be furnished by the College unless otherwise provided for in the Solicitation.

10. SELLER'S 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 Contract and Order Number, 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 Guam laws. Each page of confidential or proprietary information in the bid shall be labeled "confidential" or "proprietary". 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. All non-confidential and non-proprietary information shall be publicly available at the time of bid opening

12. CONFIDENTIAL DATA:

The Procurement Officer shall examine the bids to determine the validity of any request for non-disclosure of trade secrets and other confidential or proprietary data identified in writing. If the parties do not agree as to the disclosure of the data, either party may file a protest according to Guam Procurement Law. The bids shall be opened to public inspection subject to any continuing prohibition on the disclosure of confidential data.

**GENERAL TERMS AND CONDITIONS
SEALED BID SOLICITATION AND AWARD
(Only items marked "X" are applicable to this bid).**

(X)1. AUTHORITY:

This solicitation is issued subject to all the provisions of Guam Procurement Laws in 5GCA Chapter 5, and 2 GAR, div 4 (both are available online at <http://www.guamcourts.org/CompilerofLaws/index.html>). Guam Procurement Law requires that all parties involved act in good faith.

(X)2. GENERAL INTENTION:

It is the declared and acknowledged intention and meaning of these General Terms and Conditions for the bidder to provide Guam Community College 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 other taxes on Guam Transactions. Specified information on taxes may be obtained from the Director of Revenue and Taxation.

(X)4. LICENSING:

Bidders are cautioned that the College 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 will be made from among businesses licensed to do business in Guam in accordance with Guam Procurement Law.

(X)6. COMPLIANCE WITH SPECIFICATIONS AND OTHER SOLICITATION REQUIREMENTS: Bidders shall comply with all specifications and other requirements of the Solicitation.

(X)7. "ALL OR NONE" BIDS:

Unless otherwise allowed under this solicitation, "all or none" bids shall be deemed to be non-responsive. If the bid is so limited, the College shall not reject part of such proposal and award on the remainder. The whole bid must be rejected.

(X)8. INDEPENDENT PRICE DETERMINATION:

The bidder, upon signing the Invitation to Bid, certifies that the prices in the bid were derived at without collusion, and acknowledge that collusion and anticompetitive practices are prohibited by law. Violations will be subject to Guam Procurement laws. Other existing civil, criminal or administrative remedies are not impaired and may be in addition to the remedies in Guam Procurement laws.

(X)9. BIDDER'S PRICES: The College 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 product's 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 bidders' name, Bid number, time, date and place of Bid Opening.
- (X)11. **AFFIDAVIT DISCLOSING OWNERSHIP AND COMMISSIONS (AG Form 002):** Each person submitting a bid for any portion of the work covered by the bid documents shall execute an affidavit on the form provided when the person(s) who have held more than ten percent (10%) of the company's shares during the past twelve (12) months. Such affidavit shall be attached to the bid. **Failure to submit with the bid shall be cause for rejection of bid.**
- (X)12. **NON-COLLUSION AFFIDAVIT (AG Form 003):** Each person submitting a bid for any portion of the work covered by the bid documents shall execute an affidavit on the form provided, certifying to the effect that he/she has not colluded with any other person, firm or corporation in regards to any bid submitted. Such affidavit shall be attached to the bid. **Failure to submit with the bid shall be cause for rejection of bid.**
- (X)13. **AFFIDAVIT RE GRATUITIES, KICKBACKS AND FAVORS (AG Form 004):** The bidder, offeror or contractor agrees that it will not violate the prohibition against gratuities, kickbacks, and favors set forth (Gratuities and Kickbacks) in 5GCA, Chapter 5, Article 11. Such affidavit shall be attached to the bid. **Failure to submit with the bid shall be cause for rejection of bid.**
- (X)14. **AFFIDAVIT RE ETHICAL STANDARDS (AG Form 005):** The bidder, offeror, 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 set forth in 5 GCA Chapter 5 Article 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations. Such affidavit shall be attached to the bid. **Failure to submit with the bid shall be cause for rejection of bid.**
- (X)15. **DECLARATION RE COMPLIANCE WITH U.S. DEPARTMENT OF LABOR WAGE DETERMINATION (AG Form 6):** In compliance to wage and benefits pursuant to 5GCA §5211(b) and 5 GCA §5801 and §5802, as may be applicable, each bidder certifies that any of its employees whose purpose, in whole or part, is the direct delivery of service contracted by the Government shall be paid in accordance with the Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor for such Labor as is employed in the direct delivery of contract deliverables to the Government, including health and other similar benefits. **Failure to submit with the bid shall be cause for rejection of bid.**
- (X)16. **AFFIDAVIT REGARDING CONTINGENT FEES (AG Form 007):** The bidder, offeror, or 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. Such affidavit shall be attached to the bid. **Failure to submit with the bid shall be cause for rejection of bid.**

(X)17. BID BOND 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 College 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 Guam Community College, in the amount of fifteen percent (15%) of the highest total bid offer. Bid guarantee will be a Bid Bond on Government Standard Form BB- (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 Bond will be forfeited to the Guam Community College. **Bid 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 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.**

()18. PERFORMANCE BOND REQUIREMENT:

The Bidder may be required to furnish a Performance Bond on Government Standard Form BB- or standby irrevocable Letter of Credit or Certified Check or Cashier's Check payable to the Guam Community College issued by any of the local Banks or Bonding Institution in the amount equal to one-hundred percent (100%) of the contract prices as security for the faithful performance and proper fulfillment of the contract. In the event that any of the provisions of this contract are violated by the contractor, the Chief Procurement Officer shall serve written notice upon both the contractor and the Surety of its intention to terminate the contract. Unless satisfactory arrangement or correction is made within the ten (10) days of such notice the contract shall cease and terminate upon the expiration of ten (10) days. In the event of any such termination, the Chief Procurement Officer shall immediately serve notice thereof upon the Surety. The Surety shall have the right to take over and perform the contract, provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing of notice of termination, the College may take over and prosecute the same to complete the contract or force account for and at the expense of the contractor, and the contractor and his Surety shall be liable to the College for any excess cost occasioned the Government.

(X)19. 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 12 of these General Terms and Conditions. In addition, the College will hold the Vendor liable and will enforce the requirements as set forth in Section 41 of these General Terms and Conditions.

(X)20. SURETY BONDS:

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

(X)21. 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)22. DETERMINATION OF RESPONSIBILITY OF BIDDERS:

The Chief Procurement Officer reserves the right to secure 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 responsiveness.

(X)23. 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 award 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 award.
- h) The compliance with all of the conditions to the Solicitation

(X)24. TIE BIDS:

If the bids are for the same unit price or total amount in whole or in part, the Chief Procurement Officer has the authority to award the bid to any one of the bidders by drawing lots in public, or to reject all such bids.

(X)25. 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 reference is intended to be descriptive, but not restrictive and for the sole purpose of indicating to 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)26. 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, method 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 Solicitation will require rejection of the Bid.

()27. 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.

()28. LABORATORY TEST:

Successful bidder is required to accompany delivery of his goods with a Laboratory Test Report indicating that the product he is furnishing the College meets the specifications. This report is on the bidder's account and must be from a certified Testing Association.

(X)29. 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. Award issued to the lowest responsible bidder within the specified time for acceptance as indicated in the solicitation, results in a binding contract without further action by either party. The right is reserved as the interest of the Government and may require to waive any minor irregularity in the bid received pursuant to 2 GAR, Div. 4 §3109(m)(4)B).

An Invitation for Bid, Request for Proposal, or other solicitation may be cancelled, or any or all bids proposals may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interest of the Territory in accordance with regulations promulgated by the Policy Office, pursuant to 5GCA § 5225, The reasons therefore shall be made part of the contract file. Each solicitation issued by the territory shall state that the solicitation may be cancelled pursuant to 2GAR Div. 4 §3115(c).

Each solicitation issued by the territory shall provide that any bid or proposal may be rejected in whole or in part when in the best interest of the Territory as provided in the regulations pursuant to 2GAR Div. 4, §3115(e)(2).

(X)30. The College 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. Pursuant to 2 GAR, Div. 4 §1103.

(X)31. **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)32. **SCHEDULE FOR DELIVERY:**

Successful bidder shall notify the Guam Community College, Telephone No. 735-5542, at least twenty-four (24) hours before delivery of any item under this solicitation.

()33. **BILL OF SALE:**

Successful bidder 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 Bills of Sale must accompany the items delivered but will not be considered as an invoice for payment. Supplier shall bill the College with an original invoice.

(X)34. **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.

(X)35. **INSPECTION:**

All supplies, materials, equipment, or services delivered under this contract shall be subject to the inspection and/or test conducted by the College at destination. If in any case the supplies, materials, equipment, or services are found to be defective in material, workmanship, performance, or otherwise do not conform with the specifications, the College shall have the right to reject the item(s) or require that they be corrected. The number of days required for correction will be determined by the College.

()36. **MOTOR VEHICLE SAFETY REQUIREMENTS:**

Guam Community College will only consider Bids on motor vehicles which comply with requirements of all Guam and Federal Laws.

()37. SAFETY INSPECTION:

All motor vehicles delivered under this contract must pass the Government of Guam Vehicle Inspection before delivery at destination.

(X)38. GUARANTEE:

a) Guarantee of Vehicle Type of Equipment: The successful bidder shall guarantee vehicular type 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 College and without cost to the College. Vehicular type equipment as used in this context shall include equipment used for transportation as differentiated from tractors, backhoe, etc. b) Guarantee of Other Type Equipment: The successful bidder shall guarantee all other types of equipment offered, except those mentioned in 31a, above, against defective parts, workmanship, and performance for a period of not less than three (3) months after date of receipt of equipment. Bidder shall also provide service to the equipment for at least three (3) months. All parts found defective within that period shall be repaired or replaced by the Contractor without cost to the College. Repairs, adjustments or replacement of defective parts shall be completed by the successful bidder within six (6) working days from the College. c) Compliance with this Section is a condition of this Bid.

(X)39. AMENDMENTS TO INVITATION FOR BIDS :

No changes to the IFB can be made unless a change is made by written amendment. Pursuant to 2 GAR, Div. 4. §3109(i), Amendments to Invitation For Bids shall be identified as such and shall require that the bidder acknowledge receipt of all amendments issued. The amendments shall reference the portions of the Invitation for Bids it amends.

(X)40. RIGHT TO AUDIT RECORDS:

The territory may, at reasonable times and places, audit the books and records of any person who has submitted cost or pricing data pursuant to 5 GCA §5232 (Cost or Pricing Data) of the Guam Procurement Act, to the extent that such books and records relate to such cost or pricing data. Any person who receives a contract, change order, or contract modification for which cost or pricing data is required, shall maintain such books and records that relate to such cost or pricing data for three (3) years from the date of final payment under the contract, unless a shorter period is otherwise authorized in writing., pursuant to 2 GAR §3124(a).

(X)41. EQUAL EMPLOYMENT OPPORTUNITY:

Contractors shall not discriminate against any employee or applicant for 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)42. COMPLIANCE WITH LAWS:

Bidders awarded a contract under this Solicitation shall comply with the applicable standards, provisions, and stipulations of all pertinent Federal and/or local laws, rules, and regulations relative to the performance of this contract and the furnishing of goods.

(X)43. CHANGE ORDER:

Any change order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of the Guam Procurement Laws.

(X)44. STOP WORK ORDER:

Any stop work 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 Laws.

(X)45. TERMINATION FOR CONVENIENCE:

Any termination order for the convenience of the College issued relative to awards made under this solicitation will be subject to and in accordance with the Guam Procurement Laws.

(X)46. TIME FOR COMPLETION:

It is hereby understood and mutually agreed by and between the contractor and the College 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 the Guam Procurement Laws.

(X) 47. 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 this 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 College reserves the right to reject delay justification if, in the opinion of the Chief Procurement Officer, such justification is not adequate.

(X) 48. LIQUIDATED DAMAGES:

When the Contractor is given notice of delay or non-performance as specified in Paragraph 1 (Default) of the Termination for Default Clause on 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 reasonably obtains similar supplies or services if the contractor is terminated for default, or until the contractor provided the supplies or services if the contractor's delay or non-performance is excused under Paragraph 40 (Excuse for Non-Performance or Delayed Performance) of the Termination for Default of this contract, liquidated damages shall not be due the territory. The contractor remains liable for damages caused other than by delay.

(X)49. PHYSICAL LIABILITY:

If it becomes necessary for the Vendor, either as principal, agent or employee, to enter upon the premises or property of the Guam Community College 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 protection 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 incurred for or by reason of the violations of any territorial ordinance, regulations, or the laws of Guam or the United States, while the work is in progress. Contractor will carry insurance to indemnify the Guam Community College against any claim for loss, damage or injury to property or persons arising out of the performance of the Contractor or his employees and agents of the services covered by the Contract and the use/misuse or failure of any equipment used by the contractor or his employees or agents, and shall provide certificates of such insurance to the Guam Community College when required.

() 50. HIRING OF APPRENTICES THROUGH THE APPRENTICE TRAINING PROGRAM NOTED ON THE GENERAL TERMS AND CONDITIONS SEALED BID SOLICITATION AND AWARD HAS BEEN AMENDED BY EXECUTIVE ORDER NO. 2014-09 GOVERNMENT POLICY:

It is the policy of the Government of Guam that all construction projects funded in whole or in part by local or federal funds shall require the contractor to employ at least: One (1) apprentice for every Ten (10) workers for the duration of each project, and not less than one (1) apprentice per project. This requirement may only be waived if the contractor certifies that no apprentice is available. It applies only to projects over Five Hundred Thousand Dollars (\$500,000).

()51. BUY AMERICAN PRODUCT:

Buy American requirement – all iron, steel, & manufactured goods used in project are produced in the United States.

(X)52. SERVICE-DISABLED VETERAN OWNED BUSINESS PREFERENCE

Bidding is subject to the policy in favor of Service-Disabled Veteran Owned Business as defined in 5GCA §5011 and §5012.

(X)53. RESTRICTIONS ON SEX OFFENDERS

Upon Notice of Intent to Award, the selected Bidder will be required to submit a list of the names of individuals assigned to this project. This is to ensure that the workers assigned to this project are not on the Sex Offender Registry as required by P.L. 28-98.

The Contractor must warrant that no person shall provide services on his behalf in relation to this contract who has been convicted of sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed in the Sex Offender Registry. Any such person who is discovered to have been so convicted shall be immediately removed from working at Guam Community College and the President shall be informed within twenty-four (24) hours. Failure to take corrective action after notice may result in the temporary suspension of the Agreement at the discretion of the Government.

()54. DAVIS-BACON AND RELATED ACTS

This is a Federally Funded Project – Contractor is required to comply with the Davis Bacon and Related Acts (DBRA), which requires all contractors and subcontractors performing work on federal construction projects or federally assisted contracts in excess of \$2,000 to pay their laborers and mechanics not less than the prevailing wage rate and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area. The prevailing wage rates and fringe benefits are determined by the Secretary of Labor for inclusion in covered contracts.

RECORDKEEPING – Under the Davis-Bacon and Related Acts, covered contractors must maintain payrolls and basic records and submit certified weekly payrolls. Although use of Form WH-347 is optional, the form will satisfy the requirements of Regulations, Parts 3 and 5 (29CFR, Subtitle A), as to payrolls submitted in connection with contracts subject to the DBRA. Records to be maintained include: Name, address, and social security number of each employee; each employee's work classification(s); hourly rate(s) of pay (including rates of contributions or cost anticipated for bona fide fringe benefits or cash equivalents thereof; Daily and weekly number of hours worked; Deductions made and Actual wages paid.

(X)55. CONTACT FOR CONTRACT ADMINISTRATION:

If your firm received a contract as a result of this Solicitation, please designate a person whom we may contact for prompt administration.

Name: _____

Title: _____

Address: _____

Telephone: _____



Guam Community College
P.O. BOX 23069
GMF, BARRIGADA, GUAM 96921

LOCAL PROCUREMENT PREFERENCE APPLICATION

Based on the law stipulated below, please place a checkmark or an "x" on the block indicating the item that applies to your business:

5GCA, Chapter 5, Section 5008, Policy in Favor of Local Procurement, of the Guam Procurement Law states:

All procurement of supplies and services shall be made from among businesses licensed to do business on Guam and that maintain an office or other facility on Guam; whenever a business that is willing to be a contractor is:

- (a) a licensed bonafide manufacturing business that adds at least twenty-five percent of the value of an item, not to include administrative overhead, using workers who are U.S. Citizens or lawfully admitted permanent residents or nationals of the United States, or persons who are lawfully admitted to the United States to work, based on their former citizenship in the Trust Territory for the Pacific Islands; or
- (b) a business that regularly carries an inventory for regular immediate sale of at least fifty percent (50%) of the items of supplies to be procured, or
- (c) a business that has a bonafide retail or wholesale business location that regularly carries an inventory on Guam of a value of at least one half of the value of the bid, or One Hundred Fifty Thousand Dollars (\$150,000), whichever is less, of supplies and items of a similar nature to those being sought; or
- *(d) a service business actually in business, doing a substantial business on Guam, and hiring at least 95% U.S. Citizens, lawfully admitted permanent residents or nationals of the United States, or persons who are lawfully admitted to the United States to work, based on their citizenship in any of the nations previously comprising of the Trust Territory of the Pacific Islands.

*Bidders indicating qualification under (d) may be considered QUALIFIED for the Local Procurement Preference only if the Government's requirement is for service. Service is defined pursuant to 5GCA Government Operations Subparagraph 5030 entitled DEFINITIONS under Chapter 5 of the Guam Procurement Law.

1. I, _____, representative for _____, have read the requirements of the law cited above and do hereby qualify and elect to be given the Local Procurement Preference for Bid No. GCC-_____. By filling in this information and placing my signature below, I understand that Guam Community College will review this application and provide me with a determination whether or not the 15% preference will be applied to this bid.
2. I, _____, representative for _____, have read the requirements of the law cited above, and do not wish to apply for the Local Procurement Preference for Bid No. GCC-_____.

Bidder Representative Signature

Date: _____

Note: Prospective bidders not completing this form will automatically be not considered for Local Procurement Preference. Non-completion of this form is not a basis for reject of the bid.

GOVERNMENT OF GUAM

GUAM COMMUNITY COLLEGE
P.O. BOX 23069 GMF
BARRIGADA, GUAM 96921

BID BOND NO. _____

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

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

NOW THEREFORE, if the Territory of Guam shall accept the bid of the Principal and the Principal shall enter into a Contract with the Territory of Guam in accordance with the terms of such bid, and give such bond or bonds as may be specified in bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution, thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Territory of Guam the difference not to exceed the penalty hereof between the amounts specified in said bid and such larger amount for which the Territory of Guam may in good faith contract with another party to perform work covered by said bid or an appropriate liquidated amount as specified in the Invitation for Bids then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____ 20_____.

(PRINCIPAL) (SEAL)

(WITNESS)

(TITLE)

(MAJOR OFFICER OF SURETY)

(TITLE)

(MAJOR OFFICER OF SURETY)

(TITLE)

(RESIDENT GENERAL AGENT)

INSTRUCTIONS TO PROVIDERS:

NOTICE to all Insurance and Bonding Institutions:

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

When the form is submitted to General Services Agency, it should be accompanied with the copies of the following:

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

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

AFFIDAVIT DISCLOSING OWNERSHIP AND COMMISSIONS

CITY OF _____)
) ss.
 ISLAND OF GUAM)

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

The offeror is an individual or sole proprietor and owns the entire (100%) interest in the offering business.

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

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

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

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

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

 Signature of one of the following:

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

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

 NOTARY PUBLIC
 My commission expires: _____

AFFIDAVIT re NON-COLLUSION

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

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

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

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

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

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

NOTARY PUBLIC
My commission expires _____, _____.

AFFIDAVIT RE ETHICAL STANDARDS

CITY OF _____)
) ss.
 ISLAND OF GUAM)

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

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

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

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

 NOTARY PUBLIC
 My commission expires _____, _____.

Bid No: GCC-FB-19-005

Cisco Certified Network Associate (CCNA) Security Equipment Bid Specification & Price Form

Item No.	Item Description	Part No:	Qty	Unit Cost	Extended Cost
1	ISR4221-SEC/K9-Cisco ISR 4221 SEC Bundle with Security License (SL-4220-SEC-K9) SEC Bundle Security License (SL-4220-SEC-K9)	Cisco ISR4221-SEC/K9	12		
2	NIM-2T=2-Port Serial WAN Interface Card	Cisco NIM-2T	12		
3	ASA5506-K9-ASA 5506-X with Fire Power services 8GE.AC.3DES/AES Fire Power services	Cisco ASA5506-K9	12		
	L-ASA5506-TAMC-1Y - Cisco ASA5506 FirePOWER IPS, AMP and URL 1YR Subscription				
	8GE.AC.3DES/AES				
	General Warranty Information All products/services shall be warranted by the bidder for a period of one year. Warranty is non-transferable. Manufacturers warranty will be honored and exercised by the bidder.				
	This is an All or None Bid. Bid prices must include shipping, handling, off-loading, and delivery charges door to door (Tech Center Room 1217).				
	The course is specific to Cisco and requires Cisco equipment. No substitutes will be accepted.				
	Bid specifications prepared by: Terry Kuper, Electronics/Technology Instructor				
			Grand Total		



Exhibit B

Bidder Questions and GCC Amendments, Amendment #1 issued on 05/06/2019 and Amendment #2 issued on 05/08/2019



May 6, 2019

via hand delivery

Joleen M. Evangelista
Procurement and Inventory Administrator
Guam Community College
P.O. Box 23069
GMF, Barrigada, GU 96921

Subject: **GCC-FB-19-005 Pacific Data Systems Request for Clarifications**

Further to the instructions contained in the above referenced Guam Community College (GCC) Invitation for Bid (IFB), Pacific Data Systems (PDS) now submits the following request for clarifications and questions:

1. Please clarify if the submission deadline for questions is **MONDAY**, May 6th or **TUESDAY**, May 7th. The bid document indicates **Tuesday, May 6th**.
2. Please clarify if the deadline for GCC responses is **THURSDAY**, May 9th or **WEDNESDAY**, May 8th. The bid document indicates **Thursday, May 8th**.
3. Must the bidder provide evidence of being an authorized Cisco Partner at the time of the bid submission?
4. Must the bidder provide evidence that the Cisco system being recommended has been sourced via a legitimate and authorized Cisco Distributor?
5. Should CISCO SMARTNET coverage (8X5XNBD) be included with the items to be purchased?
6. Please confirm the term of any software licenses (1year or longer).
7. Is installation of the system required?

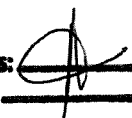
Sincerely,

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


John Day
President

**Guam Community College
MATERIALS MANAGEMENT**

MAY 06 2019

Initials: 
Time: _____



Date: May 6, 2019
To: All Prospective Bidders
From: Joleen M. Evangelista 
Materials Management
Procurement & Inventory Administrator
Subject: Amendment #1
Bid No: GCC-FB-19-005
Bid Description: Cisco Certified Network Associate (CCNA) Security Equipment

The following questions was asked by John Day from Pacific Data Systems via hand delivery and email on May 6, 2019:

PDS Question 1: Please clarify if the submission deadline for questions is MONDAY, May 6th or TUESDAY, May 7th. The bid documents indicates Tuesday, May 6th.

GCC Response 1: The submission deadline for questions is 5:00 pm, Monday, May 6, 2019 NOT Tuesday. The date of May 6, 2019 is correct.

PDS Question 2: Please clarify if the deadline for GCC responses is THURSDAY, May 9th or WEDNESDAY, May 8th. The bid document indicates Thursday, May 8th.

GCC Response 2: The deadline for GCC responses is 5:00 pm, Wednesday, May 8, 2019 NOT Tuesday. The date of May 8, 2019 is correct.

PDS Question 3: Must the bidder provide evidence of being an authorized Cisco Partner at the time of the bid submission.

GCC Response 3: Yes.

PDS Question 4: Must the bidder provide evidence that the Cisco system being recommended has been sourced via a legitimate and authorized Cisco Distributor?

GCC Response 4: Yes.

PDS Question 5: Should CISCO SMARTNET coverage (8X5XNBD) be included with the items to be purchased?

GCC Response 5: No.

PDS Question 6: Please confirm the term of any software licenses (1 year or longer)

GCC Response 6: 1 year license.

PDS Question 7: Is installation of the system required?

GCC Response 7: No, equipment only.

Please acknowledge receipt of this Amendment #1 ASAP or no later than 5:00 pm, May 7, 2019 by responding via email: materialsmanagement@guamcc.edu or fax (671)734-5238.

Please include your company name, address, date acknowledged and your name upon acknowledgement of this amendment. If you have any questions, please call 671-735-5542 or email. Thank you for your participation in the bid process.

Joleen Perez

From: Franklin Artero
Sent: Monday, May 06, 2019 2:57 PM
To: joleen.evangelista@guamcc.edu
Cc: materialsmanagement@guamcc.edu; Joleen Perez
Subject: RE: Amendment #1 GCC-FB-19-005 Cisco Certified Network Associate (CCNA) Security Equipment

Hafa Adai Joleen,

This is to confirm receipt of Amendment #1.

Si Yu'os Ma'ase,

Franklin

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

From: Joleen Evangelista <joleen.evangelista@guamcc.edu>
Sent: Monday, May 6, 2019 2:09 PM
To: roxanne.quichocho@gu.g4s.com; ed.biala@gu.g4s.com; Franklin Artero <franklin@pdsguam.com>; john@pdsguam.com; msabeti@guam.net
Cc: materialsmanagement@guamcc.edu; Michael Chan <michael.chan@guamcc.edu>; terry.kuper@guamcc.edu; Hee Suk Lee <heesuk.lee@guamcc.edu>
Subject: Amendment #1 GCC-FB-19-005 Cisco Certified Network Associate (CCNA) Security Equipment

May 6, 2019

To All Prospective Bidders:

Please see attached Amendment #1 for the Cisco Certified Network Associate (CCNA) Security Equipment GCC Bid No: GCC-FB-19-005.

Please confirm receipt of Amendment #1 via email to: materialsmanagement@guamcc.edu ASAP or by 5:00 p.m., Tuesday, May 7, 2019.

Please follow the instructions noted on the amendment when acknowledging receipt.

Thank you.

Joleen M. Evangelista
Procurement & Inventory Administrator

--

E-mail administered by Guam Community College



Date: May 8, 2019
To: All Prospective Bidders
From: Joleen M. Evangelista *JME*
Materials Management
Procurement & Inventory Administrator
Subject: Amendment #2
Bid No: GCC-FB-19-005
Bid Description: Cisco Certified Network Associate (CCNA) Security Equipment

The following questions were asked by Ed Biala from G4S Security Systems (Guam) via email and fax on May 6, 2019:

G4S Question 1: Can the required delivery date of 30 days upon receipt of Purchase Order be extended to 45 days upon receipt of purchase order to provide sufficient time for procuring and processing this network equipment?

GCC Response 1: No, the required delivery date will remain at 30 days upon receipt of the PO. Please note that this equipment is needed for a class scheduled on July 1, 2019.

G4S Question 2: Does GCC require support on the hardware? If so, please specify length and SLA (Service Legal Agreement).

GCC Response 2: No.

G4S Question 3: How many bid packets are to be submitted? Page one states original, plus two (2) copies and page two states in duplicate.

GCC Response 3: One (1) original and two (2) copies is required.

G4S Question 4: Refer to section 15 of the General Terms and Conditions. The Declaration RE Compliance with U.S. Department of Labor Wage Determination (AG Form) is X. Is this form required with the bid submittal. If so, please provide the form.

GCC Response 4: No, this form is not required.

G4S Question 5: Can the submission deadline for questions be extended from 5:00 p.m., Monday, May 6, 2019 to 5:00 p.m., Thursday, May 9, 2019. The deadline for GCC responses to RFIs be 5:00 p.m., Tuesday, May 14, 2019.

GCC Response 5: The deadline for questions has been extended to 5:00 p.m., Thursday, May 9, 2019 and the deadline for GCC responses has been extended to 5:00 p.m., Monday, May 13, 2019.

G4S Question 6: G4S Security Systems (Guam) Inc. would like to request an extension on the bid due date from 10:00 a.m. on Thursday, May 16, 2019 to 10:00 a.m. on Tuesday, May 28, 2019. This will allow us to source better pricing for this equipment and in preparation of bid documents and bid bonds.

GCC Response 6: The bid submission deadline has been extended from 10:00 a.m. Thursday, May 16, 2019 to on or before 10:00 a.m., Monday, May 20, 2019.

Please acknowledge receipt of this Amendment #2 ASAP or no later than 5:00 pm, May 9, 2019 by responding via email: materialsmanagement@guamcc.edu or fax (671)734-5238.

Please include your company name, address, date acknowledged and your name upon acknowledgement of this amendment. If you have any questions, please call 671-735-5542 or email. Thank you for your participation in the bid process.

Joleen Perez

From: Franklin Artero
Sent: Wednesday, May 08, 2019 2:10 PM
To: joleen.evangelista@guamcc.edu
Cc: materialsmanagement@guamcc.edu; Joleen Perez
Subject: Amendment #2 Cisco Certified Network Associate (CCNA) Security Equipment GCC-FB-19-005

Hafa Adai!

This is to acknowledge receipt of Amendment 2, GCC-FB-19-005.

Pacific Data Systems (PDS)
121 Robat Street, Suite 101
Maite, GU 96910
Acknowledged 5-8-2019
Franklin Artero

Si Yu'os Ma'ase,

Franklin

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

From: Joleen Evangelista <joleen.evangelista@guamcc.edu>
Sent: Wednesday, May 8, 2019 12:39 PM
To: roxanne.quichocho@gu.g4s.com; ed.biala@gu.g4s.com; Franklin Artero <franklin@pdsguam.com>; john@pdsguam.com; msabeti@guam.net
Cc: materialsmanagement@guamcc.edu; Michael Chan <michael.chan@guamcc.edu>; terry.kuper@guamcc.edu; Hee Suk Lee <heesuk.lee@guamcc.edu>
Subject: Amendment #2 Cisco Certified Network Associate (CCNA) Security Equipment GCC-FB-19-005

May 8, 2019

To All Prospective Bidders:

Please see attached Amendment #1 for the Cisco Certified Network Associate (CCNA) Security Equipment GCC Bid No: GCC-FB-19-005.

Please confirm receipt of Amendment #2 via email to: materialsmanagement@guamcc.edu ASAP or by 5:00 p.m., Thursday, May 9, 2019.

Please follow the instructions noted on the amendment when acknowledging receipt.

Thank you.

Joleen M. Evangelista
Procurement & Inventory Administrator

--



Exhibit C

May 20, 2019 GCC Bid Abstract from bid opening

**Guam Community College
BidNo.: GCC-FB-19-005
Bid Description: Cisco Certified Network Associate (CCNA) Security Equipment**

10:15 am, Monday, May 20, 2019 (Extended Date)

Vendor Name	Bid Total Amount:	Bid Guarantee:	Certificate of Authority	Power of Attorney	Affidavit of Disclosing Ownership and Commissions	Non-Collusion Affidavit	Affidavit re No Gratuities or Kickbacks	Affidavit re Ethical Standards	Affidavit re Contingent Fees	Local Procurement Preference Application	Brochures/Descriptive Literature	Contractor's or Business License (Required Upon Notice of Intent to Award)	Amendments / Pre-Bid Conference Minutes Acknowledgements	REMARKS
1 Pacific Data Systems	\$ 44,184.00 Grand Total	ABA - 3375-B 15% Net Ins. Co. 15% of H.H. bid amt. Contract amt \$13119 Agency: Arlington Fire Headquarters	✓	✓	✓ Notarized 5/17/19	✓ Notarized 5/17/19	✓ Notarized 5/17/19	✓ Notarized 5/17/19	✓ Notarized 5/17/19	✓ Notarized 5/17/19	✓	✓ Contractor's License Exp. 6/30/19	✓	1 - original + 2 copies 1 - Copy along Bidding Packet
2 G4S Security Systems Inc.	\$ 41,400.00 Grand Total	Bid Bond: 15% of bid amt. Safe Co. Fire. Co. Notarized 5/17/19	✓	✓	✓ Notarized 5/17/19	✓ Notarized 5/17/19	✓ Notarized 5/17/19	✓ Notarized 5/17/19	✓ Notarized 5/17/19	✓ Notarized 5/17/19	✓	✓ Business License Exp. 6/30/19	✓	1 - original + 2 copies 1 - statement of qualifications 1 - Cisco Certified / Letter
3 Compspecific	\$ 47,184.00 Grand Total	Bid Bond \$ KIC-FSD GO - B DB Ins. Co. - 15% Notarized bid amt. Signed 5/15/19	✓	✓	✓ Notarized 5/15/19	✓ Notarized 5/15/19	✓ Notarized 5/15/19	✓ Notarized 5/15/19	✓ Notarized 5/15/19	✓ Notarized 5/15/19	✓	✓ Business License Exp. 6/30/19	✓	1 - original + 2 copies

OPEN BY: Prof. [Signature] Date: 5/20/19
 WITNESS BY: [Signature] Date: 5/20/19

Bid No: GCC-FB-19-005

Cisco Certified Network Associate (CCNA) Security Equipment

Bid Price Form

Bid Opening Extended Date: May 20, 2019

Item No.	Item Description	Part No:	Quantity	Bidder 1		Bidder 2		Bidder 3	
				Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
1	ISR4221-SEC/K9-Cisco ISR 4221 SEC Bundle with Security License (SL-4220-SEC-K9) SEC Bundle	Cisco ISR4221-SEC/K9	12	\$ 2,072.00	\$ 24,864.00	\$ 2,150.00	\$ 25,800.00	\$ 2,084.00	\$ 25,008.00
2	NIM-2T=2-Port Serial WAN Interface Card Security License (SL-4220-SEC-K9)	Cisco NIM-2T	12	\$ 565.00	\$ 6,780.00	\$ 673.00	\$ 8,076.00	\$ 684.00	\$ 8,208.00
3	ASA5506-K9-ASA 5506-X with Fire Power services 8GE-AC.3DES/AES Fire Power services	Cisco ASA5506-K9	12	\$ 1,045.00	\$ 12,540.00	\$ 627.00	\$ 7,524.00	\$ 1,164.00	\$ 13,968.00
	L-ASA5506-TAMC-1Y - Cisco ASA5506 FirePOWER IPS, AMP and URL 1YR Subscription								
	8GE.AC.3DES/AES								
GRAND TOTAL					\$ 44,184.00		\$ 44,400.00		\$ 47,184.00

Witnessed By:

Date: 5/20/19

Date: 5/20/19

Date: 5/20/19

Date: 5/20/19

Date: 5/20/19

Date: 5/20/19

Date: 5/20/19

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Date: 5/20/19

Date: 5/20/19

Date: 5/20/19

Date: 5/20/19

Date: 5/20/19

Date: 5/20/19



Exhibit D

PDS request to inspect all bids



5/20/2019

via hand delivery

Mary A.Y. Okada, Ed.D
GCC President
Guam Community College
P.O. Box 23069
GMF, Guam 96921

Guam Community College President's Office 10:49 AM RECEIVED Date: 5/20/19 Initials: JG
--

Re: Request for Public Inspection of IFB Documents GCC-FB-19-005

Reference 5 G.C.A. §5211(d) Bid Opening and Guam Procurement Regulations and G.A.R §3109(l)(2) Competitive Sealed Bidding - Opening and Recording, which states in relevant part:

5 G.C.A. §5211(d): "...the record and each bid shall be open to public inspection."

G.A.R §3109(l)(2): "The opened bids shall be available for public inspection..."

Copies of the above sections are attached for your reference.

PDS formally requests public access to all applicable bid documents for all bidders in the above referenced procurement as soon as these bids have been publically opened.

Sincerely,

A handwritten signature in black ink, appearing to read 'John Day', is written over the typed name and title.

John Day
President/COO

(1) Receipt, Opening, and Recording of Bids.

(1) **Receipt.** Upon its receipt, each bid and modification shall be time-stamped, but not opened and shall be stored in a secure place until the time and date set for bid opening.

(2) **Opening and Recording .** Bids and modifications shall be opened publicly in the presence of one or more witnesses, at the time, date, and place designated in the Invitation for Bids. The name of each bidder, the bid price, and such other information as is deemed appropriate by the Procurement Officer, shall be read aloud or otherwise made available. Such information also shall be recorded at the time of bid opening; that is, the bids shall be tabulated or a bid abstract made. The names and addresses of required witnesses shall also 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 Subsection 3109(1)(3) of this section. Material so designated shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the nonconfidential portion of the bid. Prices and makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary.

(3) **Confidential Data.** The Procurement Officer shall examine the bids to determine the validity of any requests for nondisclosure of trade secrets and other proprietary data identified in writing. If the parties do not agree as to the disclosure of data, the Procurement Officer shall inform the bidders in writing. If the parties do not agree as to the disclosure of data, the Procurement Officer shall inform the bidders in writing what portions of the bids will be disclosed and that, unless the bidder protests under Chapter 9 (Legal and Contractual Remedies of this Guam Procurement Regulations, the bids will be so disclosed. The bids shall be opened to public inspections subject to any continuing prohibition on the confidential data.

**5 GCA GOVERNMENT OPERATIONS
CH. 5 GUAM PROCUREMENT LAW**

was not amended to reflect that repeal. In 2004, section 5212 was added as a new completely unrelated law (Bid Security and Performance Bond Requirement for Contractors) by P.L. 27-127:2.

COMMENT: In the past, some problems have arisen due to the requirement for competitive bidding for equipment which should have been, but was not, compatible with existing equipment. The reason alleged was that the lowest bidder had to be chosen. Of course, the proper writing of specifications could have prevented the problem and Subsection (b) makes clear that compatibility may be a legitimate part of the specifications. Changed by Committee on GGO.

§ 5211. Competitive Sealed Bidding.

(a) **Conditions for Use.** Contracts shall be awarded by competitive sealed bidding except as otherwise provided in § 5210 of this Article.

(b) **Invitation for Bids.** An Invitation for Bids shall be issued and shall include a purchase description, a recitation of the Wage Determination most recently issued by the U.S. Department of Labor, and all contractual terms and conditions applicable to the procurement including a demonstration of compliance with §§ 5801 & 5802 of this Chapter, if applicable..

(c) **Public Notice.** Adequate public notice of the Invitation for Bids shall be given a reasonable time prior to the date set forth therein for the opening of bids, in accordance with regulations promulgated by the Policy Office. Such notice may include publication in a newspaper of general circulation a reasonable time prior to bid opening. If a bid is given public notice which is within the time specified in the Policy Office's rules and regulations on the subject, it shall not be challenged unless the bidder can show exceptional circumstances which would render the rules and regulations inapplicable in the case of a particular bid being requested.

(d) **Bid Opening.** Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the Invitation for Bids. The amount of each bid, and such other relevant information as may be specified by regulation, together with the name of each bidder shall be recorded; the record and each bid shall be open to public inspection.

(e) **Bid Acceptance and Bid Evaluation.** Bids shall be unconditionally accepted without alteration or correction, except as authorized in this Chapter. Bids shall be evaluated based on the requirements set forth in the Invitation for Bids, which may include



Exhibit E

**May 24, 2019, PDS Freedom of Information Request re
G4S bid documents**



May 24, 2019

via Hand Delivery

Dr. Mary A.Y. Okada, Ed. D.
President
Guam Community College
P.O. Box 23069
GMF, Barrigada, GU 96921

Subject: Freedom of Information Act Request – Invitation for Bid: GCC-FB-19-005

Hafa Adai President Okada:

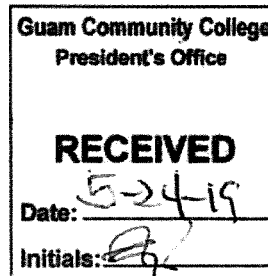
Reference the process for Freedom of Information Act requests (Section 10103 of Title 5 Guam Code Annotated), Pacific Data Systems request a copy of the following documents:

- A copy of the bid submission by G4S for this bid solicitation.

Please let me know if you have any questions regarding our request, I can be contacted at 300-0225 or via email at franklin@pdsuam.com.

Senseramente,

Franklin Artero
Government Account Manager
Direct: (671) 300-0225
E-mail: franklin@pdsuam.com



Guam Community College
MATERIAL MANAGEMENT

RECEIVED

MAY 24 2019

Initials: _____
Forwarded to: _____
Date Forwarded: _____



Exhibit F

GCC Bid Requirements at pages 2 and 8



Guam Community College
 PO Box 23069
 Barrigada, Guam 96921

Accountability • Impartiality • Competence • Openness • Value

INVITATION FOR BID (IFB) NO.: GCC-FB-19-005

DESCRIPTION: Cisco Certified Network Associate (CCNA) Security 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 envelope, in duplicate, at the date and time for bid opening.

- BID GUARANTEE (15% OF BID AMOUNT) – May be in the form of:**
 - a. **Cashier's Check or Certified Check**
 - b. **Letter of Credit** (must not expire no earlier than ninety (90) days from the date of submittal)
 - 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.
- BROCHURES/DESCRIPTIVE LITERATURE: PLEASE TAB ALL DESCRIPTIVE LITERATURE AND NOTATE ITEM NUMBERS FOR EASE OF REFERENCE DURING EVALUATION.**
- AFFIDAVIT OF DISCLOSING OWNERSHIP AND COMMISSIONS – Must comply with the following requirements:**
 - a. **A bidder intends to participate in a bid opening on October 15 and submits his/her bid on September 12, the affidavit dated September 10 is acceptable**
 - b. **If the affidavit is a copy, indicate the Bid No. and where it is filed**
- LOCAL PROCUREMENT PREFERENCE APPLICATION**
- NON-COLLUSION AFFIDAVIT, AFFIDAVIT re: GRATUITIES AND KICKBACKS, AFFIDAVIT re: ETHICAL STANDARDS AND AFFIDAVIT re: CONTINGENT FEES (must be notarized)**
- INSURANCE REQUIREMENTS: see attached and will be required upon Notice of Intent to Award**
- Declaration Re Compliance with U.S. DOL Wage Determination: Please see instructions in U.S. DOL Form**
- Acknowledgement receipts of pre-bid minutes and or addendums upon issuance from Materials Management Office**
- Copy of Guam business license expiring 2019 (upon Issuance of Award)**
- Failure to comply with the requirements in the special reminder will be a basis for disqualification and rejection of the bid. This reminder must be signed and returned in the bid envelope together with the bid. Failure to comply with the above requirements will mean a disqualification and rejection of the bid. On this _____ day of _____, 2019, _____ acknowledge receipt of this special reminder to prospective bidders with the above referenced IFB.**

 Bidder Representative's Signature

(X)17. BID BOND 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 College 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 Guam Community College, in the amount of **fifteen percent (15%)** of the highest total bid offer. Bid guarantee will be a Bid Bond on Government Standard Form BB- (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 Bond will be forfeited to the Guam Community College. **Bid 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 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.**

()18. PERFORMANCE BOND REQUIREMENT:

The Bidder may be required to furnish a Performance Bond on Government Standard Form BB- or standby irrevocable Letter of Credit or Certified Check or Cashier's Check payable to the Guam Community College issued by any of the local Banks or Bonding Institution in the amount equal to **one-hundred percent (100%)** of the contract prices as security for the faithful performance and proper fulfillment of the contract. In the event that any of the provisions of this contract are violated by the contractor, the Chief Procurement Officer shall serve written notice upon both the contractor and the Surety of its intention to terminate the contract. Unless satisfactory arrangement or correction is made within the ten (10) days of such notice the contract shall cease and terminate upon the expiration of ten (10) days. In the event of any such termination, the Chief Procurement Officer shall immediately serve notice thereof upon the Surety. The Surety shall have the right to take over and perform the contract, provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing of notice of termination, the College may take over and prosecute the same to complete the contract or force account for and at the expense of the contractor, and the contractor and his Surety shall be liable to the College for any excess cost occasioned the Government.

(X)19. 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 12 of these General Terms and Conditions. In addition, the College will hold the Vendor liable and will enforce the requirements as set forth in Section 41 of these General Terms and Conditions.

GOVERNMENT OF GUAM

GUAM COMMUNITY COLLEGE
P.O. BOX 23069 GMF
BARRIGADA, GUAM 96921

BID BOND NO. _____

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

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

NOW THEREFORE, if the Territory of Guam shall accept the bid of the Principal and the Principal shall enter into a Contract with the Territory of Guam in accordance with the terms of such bid, and give such bond or bonds as may be specified in bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution, thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Territory of Guam the difference not to exceed the penalty hereof between the amounts specified in said bid and such larger amount for which the Territory of Guam may in good faith contract with another party to perform work covered by said bid or an appropriate liquidated amount as specified in the Invitation for Bids then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____ 20____.

(PRINCIPAL)

(SEAL)

(WITNESS)

(TITLE)

(MAJOR OFFICER OF SURETY)

(TITLE)

(MAJOR OFFICER OF SURETY)

(TITLE)

(RESIDENT GENERAL AGENT)

INSTRUCTIONS TO PROVIDERS:

NOTICE to all Insurance and Bonding Institutions:

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

When the form is submitted to General Services Agency, it should be accompanied with the copies of the following:

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

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



Exhibit G

**GCC Bid requirements at page 7, #16, reference
Affidavit re: Contingent Fees**



Guam Community College
 PO Box 23069
 Barrigada, Guam 96921

Accountability • Impartiality • Competence • Openness • Value

INVITATION FOR BID (IFB) NO.: GCC-FB-19-005

DESCRIPTION: Cisco Certified Network Associate (CCNA) Security 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 envelope, in duplicate, at the date and time for bid opening.

- BID GUARANTEE (15% OF BID AMOUNT) – May be in the form of;**
 - a. **Cashier's Check or Certified Check**
 - b. **Letter of Credit (must not expire no earlier than ninety (90) days from the date of submittal)**
 - 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.**

- BROCHURES/DESCRIPTIVE LITERATURE: PLEASE TAB ALL DESCRIPTIVE LITERATURE AND NOTATE ITEM NUMBERS FOR EASE OF REFERENCE DURING EVALUATION.**
- AFFIDAVIT OF DISCLOSING OWNERSHIP AND COMMISSIONS – Must comply with the following requirements:**
 - a. **A bidder intends to participate in a bid opening on October 15 and submits his/her bid on September 12, the affidavit dated September 10 is acceptable**
 - b. **If the affidavit is a copy, indicate the Bid No. and where it is filed**
- LOCAL PROCUREMENT PREFERENCE APPLICATION**
- NON-COLLUSION AFFIDAVIT, AFFIDAVIT re: GRATUITIES AND KICKBACKS, AFFIDAVIT re: ETHICAL STANDARDS AND AFFIDAVIT re: CONTINGENT FEES (must be notarized)**
- INSURANCE REQUIREMENTS: see attached and will be required upon Notice of Intent to Award**
- Declaration Re Compliance with U.S. DOL Wage Determination: Please see instructions in U.S. DOL Form**
- Acknowledgement receipts of pre-bid minutes and or addendums upon issuance from Materials Management Office**
- Copy of Guam business license expiring 2019 (upon Issuance of Award)**
- Failure to comply with the requirements in the special reminder will be a basis for disqualification and rejection of the bid. This reminder must be signed and returned in the bid envelope together with the bid. Failure to comply with the above requirements will mean a disqualification and rejection of the bid. On this _____ day of _____, 2019, _____ acknowledge receipt of this special reminder to prospective bidders with the above referenced IFB.**

 Bidder Representative's Signature

- (X)10. **BID ENVELOPE:** Envelope shall be sealed and marked with the bidders' name, Bid number, time, date and place of Bid Opening.
- (X)11. **AFFIDAVIT DISCLOSING OWNERSHIP AND COMMISSIONS (AG Form 002):** Each person submitting a bid for any portion of the work covered by the bid documents shall execute an affidavit on the form provided when the person(s) who have held more than ten percent (10%) of the company's shares during the past twelve (12) months. Such affidavit shall be attached to the bid. **Failure to submit with the bid shall be cause for rejection of bid.**
- (X)12. **NON-COLLUSION AFFIDAVIT (AG Form 003):** Each person submitting a bid for any portion of the work covered by the bid documents shall execute an affidavit on the form provided, certifying to the effect that he/she has not colluded with any other person, firm or corporation in regards to any bid submitted. Such affidavit shall be attached to the bid. **Failure to submit with the bid shall be cause for rejection of bid.**
- (X)13. **AFFIDAVIT RE GRATUITIES, KICKBACKS AND FAVORS (AG Form 004):** The bidder, offeror or contractor agrees that it will not violate the prohibition against gratuities, kickbacks, and favors set forth (Gratuities and Kickbacks) in 5GCA, Chapter 5, Article 11. Such affidavit shall be attached to the bid. **Failure to submit with the bid shall be cause for rejection of bid.**
- (X)14. **AFFIDAVIT RE ETHICAL STANDARDS (AG Form 005):** The bidder, offeror, 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 set forth in 5 GCA Chapter 5 Article 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations. Such affidavit shall be attached to the bid. **Failure to submit with the bid shall be cause for rejection of bid.**
- (X)15. **DECLARATION RE COMPLIANCE WITH U.S. DEPARTMENT OF LABOR WAGE DETERMINATION (AG Form 6):** In compliance to wage and benefits pursuant to 5GCA §5211(b) and 5 GCA §5801 and §5802, as may be applicable, each bidder certifies that any of its employees whose purpose, in whole or part, is the direct delivery of service contracted by the Government shall be paid in accordance with the Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor for such Labor as is employed in the direct delivery of contract deliverables to the Government, including health and other similar benefits. **Failure to submit with the bid shall be cause for rejection of bid.**
- (X)16. **AFFIDAVIT REGARDING CONTINGENT FEES (AG Form 007):** The bidder, offeror, or 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. Such affidavit shall be attached to the bid. **Failure to submit with the bid shall be cause for rejection of bid.**

AFFIDAVIT re CONTINGENT FEES

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

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

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

3. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a contract with the government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. This statement is made pursuant to 2 GAR Division 4 11108(h).

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

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

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

NOTARY PUBLIC
My commission expires _____, _____.



Exhibit H

**GCC Bid requirements at page 3, # 2e. reference Bidder
Delivery timeline**

**GUAM COMMUNITY COLLEGE
SEALED BID SOLICITATION
INSTRUCTIONS**

This solicitation is issued subject to all the provisions of Guam Procurement Laws in 5 G.C.A. chapter 5, and 2 G.A.R., div4 (both are available online at: <http://www.guamcourts.org/CompilerofLaws/index.html>).

1. BID FORMS:

Each Bidder shall be provided with one (1) set of Solicitation forms. Additional copies may be provided by request.

2. PREPARATION OF BIDS:

(a) Bidders are required to examine all drawings, specifications, schedules, and all other accompany instructions and documents.

(b) Each bidder shall furnish the information required by the Solicitation. The bidder shall sign the Solicitation and print or type his/her 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 his/her 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 the 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.

(e) **Bids must state a definite time for delivery of supplies or performance of services.**

(f) Time, if stated as a number of days, means calendar days and will include Saturdays, Sundays, and holidays. 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 submission on their bids. Oral explanation 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 is necessary for bidders in submitting bids on the Solicitation or if the lack of such information would be prejudicial to uniformed bidders.

4. ACKNOWLEDGEMENT OF AMENDEMENTS 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.



Exhibit I

Cisco Guam Partner locator information from website on May 20, 2019

Find a Cisco Partner

Search by capability and fit

Search by partner name

Location* (Up to 8 selections)

* required

🔍 Enter City, State or Country

GUAM ✖ GUAM USA ✖ ✖ Clear Location

Technology

Your Industry

Your Company Size

Any

Any

Any

Show only Gold and Global Gold Certified Partners

Show only Master Specialized Partners

Search

View Advanced Search

Reset Search

▼ Narrow partner results

5 Results | Page 1/1 | Results per page: 5

About [certifications](#) and [specializations](#) for partners

● PDS Guam

TAMUNING 96913,
GU 96913 GUAM

Select

View Profile

Call

● NetworX Consulting

Barrigada,
GU 96913 GUAM

Select

View Profile

Call

● Cognitive IT Solutions

HAGATNA,
GU 96910 GUAM

Select

View Profile

Call

● Code Solutions IT Consulting Services

HAGATNA,
GU 96910 USA

View Profile

Call

● COMPacific

DEDED0,
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Exhibit J

**CRN Article regarding legal steps taken by Cisco to
address the issue of Counterfeit products**

CRN.



Cisco Takes Aim At Counterfeit Sellers In New Jersey, California Federal Suits

Fake Cisco gear fails far more frequently than genuine Cisco products, and those failures "can cause privacy and security vulnerabilities, data loss, network downtime and substantial business interruption," Cisco said.

By **Matt Brown** Juaryn Ja 23, 2018, 07:55 PM EST <https://www.crn.com/news/networking/300098356/cisco-takes-aim-at-counterfeit-sellers-in-new-jersey-california-federal-suits.htm>



Cisco Systems says it is protecting partners and customers with its latest action against the sellers of counterfeit gear on the East and West Coasts.

The company filed five lawsuits in New Jersey and California, according to Bill Friedman, Cisco's director of litigation, who said in a blog that, "These sellers imported and sold numerous counterfeit products to unsuspecting customers who thought they were getting Cisco's high-quality products."

The action, Friedman wrote, protects both customers and partners. Fake Cisco gear, he wrote, fails far more frequently than genuine Cisco products, and those failures "can cause privacy and security vulnerabilities, data loss, network downtime and substantial business interruption."

In all, Cisco filed five suits in U.S. District Court, three in California and two in New Jersey. One California suit alleges

trademark infringement, counterfeiting, false advertising, trademark infringement, misleading and deceptive advertising, breach of contract and false advertising on the part of Beccela's Ect. LLC, a retailer that allegedly counterfeit Cisco gear on Amazon.com.

Another suit filed in California District court levels the same claims against ServerSupply.com, which Cisco claims sold counterfeit Cisco products between 2010 and 2017.

Very similar claims are made against Dmitri Shaitor and OD Networks in the third California suit, which argues that Shaitor and OD Networks imported and sold counterfeit Cisco products.

In the first suit, filed in U.S. District Court in New Jersey, Cisco claims a company called Tech Data Reseller LLC, along with NCom Limited and an individual named Ramazan Turk, imported distributed and sold counterfeit Cisco products. The company claims the defendants committed federal trademark infringement; federal counterfeiting; false designation of origin; importing of goods bearing infringing marks or names; as well as breaking state counterfeiting, trademark and unfair competition laws.

In the second New Jersey case, Cisco alleges the same violations were committed by Umit International, dba T-Net Technology, Beyin Information Technology and Bryant Information Technology.

Friedman said the San Jose, Calif., company is always on the lookout for sellers of counterfeit products and "takes steps" to curb the problem by working with U.S. Customers and border protection officials to stop fake gear at the border, demand that the sellers of counterfeit gear stop what they're doing, and "pursue legal action, including law enforcement referrals for criminal investigations of particularly egregious cases."

Friedman leads Cisco's Brand Protection team, a group of 40 people that monitor the networking giant's distribution channel and develop anti-counterfeiting measures to sniff out fraud.

A Cisco spokesperson did not immediately return a message seeking comment on the cases Tuesday.

Friedman advised that customers only buy Cisco products from authorized Cisco partners or direct from the company.

Kent MacDonald, vice president at Long View Systems, a Calgary, Canada, solution provider that works with Cisco, said the vendor "has always been vigilant on grey market" sellers and encourages partners to report suspected counterfeiting, even if it's an uphill battle.

"It seems like a game of whack-a-mole," MacDonald said. "As you take one out, another appears. This elevated action will hopefully put the counterfeit market out of business. They impact partners' profitability, and they put our customers' business at risk."

Bill Smeltzer, CTO of Focus Technology Solutions, a Burlington, Mass., solution provider that works with Cisco, said it's necessary for Cisco to take action against people who sell counterfeit gear in order to protect legitimate resellers' reputations.

"It's very important to protect resellers' reputations," Smeltzer said. "We buy from distribution and take for granted that the gear is real."

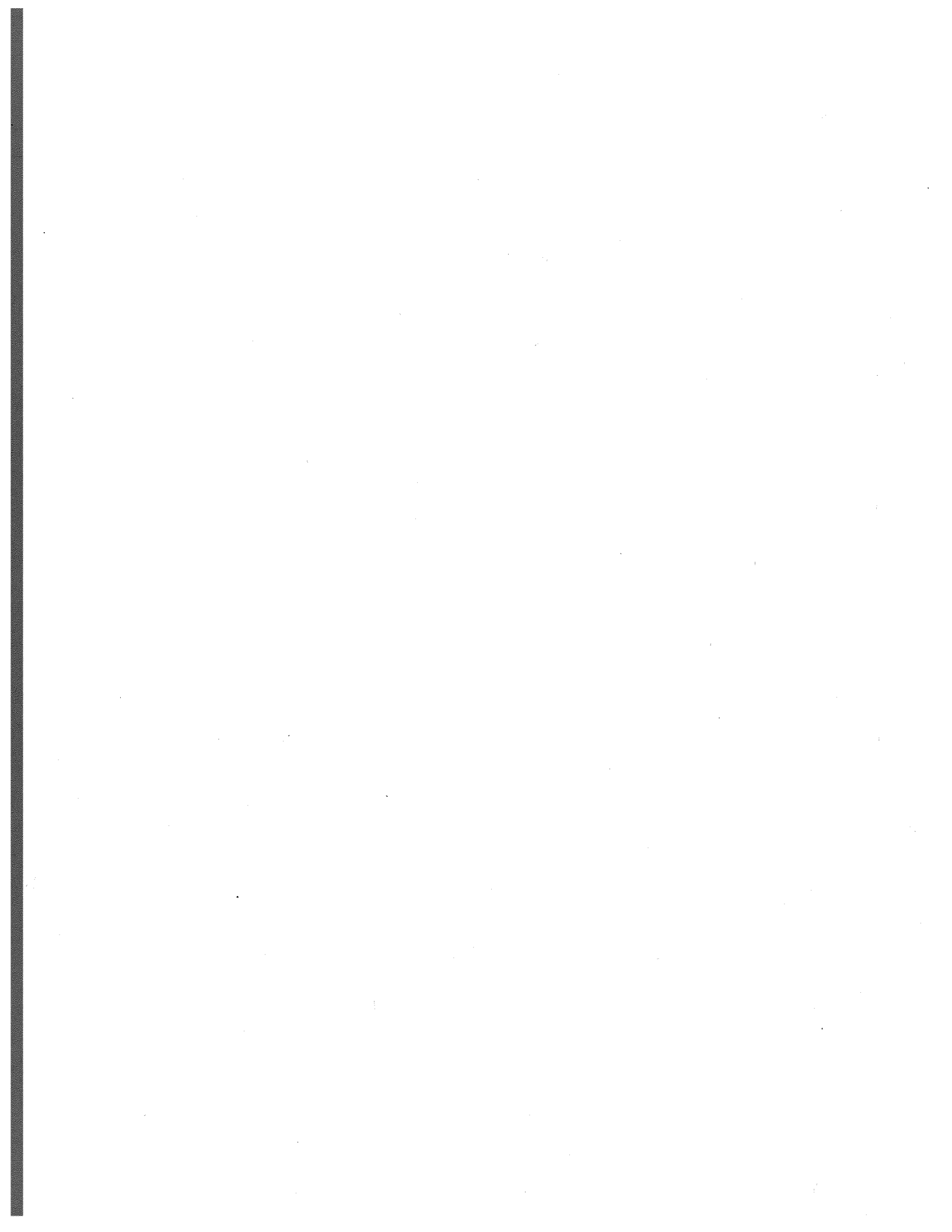




Exhibit C



Guam Community College
 PO Box 23069
 Barrigada, Guam 96921

Accountability • Impartiality • Competence • Openness • Value

INVITATION FOR BID (IFB) NO.: GCC-FB-19-005

DESCRIPTION: Cisco Certified Network Associate (CCNA) Security 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 envelope, in duplicate, at the date and time for bid opening.

- BID GUARANTEE (15% OF BID AMOUNT) – May be in the form of:**
 - a. **Cashier's Check or Certified Check**
 - b. **Letter of Credit** (must not expire no earlier than ninety (90) days from the date of submittal)
 - 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.

- BROCHURES/DESCRIPTIVE LITERATURE: PLEASE TAB ALL DESCRIPTIVE LITERATURE AND NOTATE ITEM NUMBERS FOR EASE OF REFERENCE DURING EVALUATION.**

- AFFIDAVIT OF DISCLOSING OWNERSHIP AND COMMISSIONS – Must comply with the following requirements:**
 - a. **A bidder intends to participate in a bid opening on October 15 and submits his/her bid on September 12, the affidavit dated September 10 is acceptable**
 - b. **If the affidavit is a copy, indicate the Bid No. and where it is filed**

- LOCAL PROCUREMENT PREFERENCE APPLICATION**

- NON-COLLUSION AFFIDAVIT, AFFIDAVIT re: GRATUITIES AND KICKBACKS, AFFIDAVIT re: ETHICAL STANDARDS AND AFFIDAVIT re: CONTINGENT FEES (must be notarized)**

- INSURANCE REQUIREMENTS: see attached and will be required upon Notice of Intent to Award**

- Declaration Re Compliance with U.S. DOL Wage Determination: Please see instructions in U.S. DOL Form**

- Acknowledgement receipts of pre-bid minutes and or addendums upon issuance from Materials Management Office**

- Copy of Guam business license expiring 2019 (upon Issuance of Award)**

- Failure to comply with the requirements in the special reminder will be a basis for disqualification and rejection of the bid. This reminder must be signed and returned in the bid envelope together with the bid. Failure to comply with the above requirements will mean a disqualification and rejection of the bid. On this _____ day of _____, 2019, _____ acknowledge receipt of this special reminder to prospective bidders with the above referenced IFB.**

 Bidder Representative's Signature

(X)17. BID BOND 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 College 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 Guam Community College, in the amount of **fifteen percent (15%)** of the highest total bid offer. Bid guarantee will be a Bid Bond on Government Standard Form BB- (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 Bond will be forfeited to the Guam Community College. **Bid 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 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.**

()18. PERFORMANCE BOND REQUIREMENT:

The Bidder may be required to furnish a Performance Bond on Government Standard Form BB- or standby irrevocable Letter of Credit or Certified Check or Cashier's Check payable to the Guam Community College issued by any of the local Banks or Bonding Institution in the amount equal to **one-hundred percent (100%)** of the contract prices as security for the faithful performance and proper fulfillment of the contract. In the event that any of the provisions of this contract are violated by the contractor, the Chief Procurement Officer shall serve written notice upon both the contractor and the Surety of its intention to terminate the contract. Unless satisfactory arrangement or correction is made within the ten (10) days of such notice the contract shall cease and terminate upon the expiration of ten (10) days. In the event of any such termination, the Chief Procurement Officer shall immediately serve notice thereof upon the Surety. The Surety shall have the right to take over and perform the contract, provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing of notice of termination, the College may take over and prosecute the same to complete the contract or force account for and at the expense of the contractor, and the contractor and his Surety shall be liable to the College for any excess cost occasioned the Government.

(X)19. 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 12 of these General Terms and Conditions. In addition, the College will hold the Vendor liable and will enforce the requirements as set forth in Section 41 of these General Terms and Conditions.

GOVERNMENT OF GUAM

GUAM COMMUNITY COLLEGE
P.O. BOX 23069 GMF
BARRIGADA, GUAM 96921

BID BOND NO. _____

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

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

NOW THEREFORE, if the Territory of Guam shall accept the bid of the Principal and the Principal shall enter into a Contract with the Territory of Guam in accordance with the terms of such bid, and give such bond or bonds as may be specified in bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution, thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Territory of Guam the difference not to exceed the penalty hereof between the amounts specified in said bid and such larger amount for which the Territory of Guam may in good faith contract with another party to perform work covered by said bid or an appropriate liquidated amount as specified in the Invitation for Bids then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____ 20_____

(PRINCIPAL) (SEAL)

(WITNESS)

(TITLE)

(MAJOR OFFICER OF SURETY)

(TITLE)

(MAJOR OFFICER OF SURETY)

(TITLE)

(RESIDENT GENERAL AGENT)

INSTRUCTIONS TO PROVIDERS:

NOTICE to all Insurance and Bonding Institutions:

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

When the form is submitted to General Services Agency, it should be accompanied with the copies of the following:

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

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

GOVERNMENT OF GUAM

GUAM COMMUNITY COLLEGE
P.O. BOX 23069 GMF
BARRIGADA, GUAM 96921

BID BOND NO. _____

G4S Security Systems

KNOW ALL MEN BY THESE PRESENTS that G4S Security Systems (Guam), Inc., as Principal hereinafter called the Principal, and (Bonding Company), Safeco Insurance Company of America a duly admitted insurer under the laws of the Territory of Guam, as Surety, hereinafter called the Surety are held firmly bound unto) the Territory of Guam for the sum of Fifteen Percent of Bid Amount Dollars (\$15% of BidAmt), for payment of which sum will and truly to be made, the said(Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for *(identify project by number and brief description)* GCC-FB-19-005 - Cisco Certified Network Associate Security Equipment

NOW THEREFORE, if the Territory of Guam shall accept the bid of the Principal and the Principal shall enter into a Contract with the Territory of Guam in accordance with the terms of such bid, and give such bond or bonds as may be specified in bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution, thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Territory of Guam the difference not to exceed the penalty hereof between the amounts specified in said bid and such larger amount for which the Territory of Guam may in good faith contract with another party to perform work covered by said bid or an appropriate liquidated amount as specified in the Invitation for Bids then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 17th day of May 2019.

G4S Security Systems (Guam), Inc.

By: [Signature]
(PRINCIPAL) (SEAL)

[Signature]
(WITNESS)

[Signature]
(TITLE)
Barbara C. Salas for David M. Carey
(MAJOR OFFICER OF SURETY)

Assistant Secretary
(TITLE)

Safeco Insurance Company of America
[Signature]
Barbara C. Salas for Renee C. Llewellyn
(MAJOR OFFICER OF SURETY)

Assistant Secretary
(TITLE)
[Signature]
Takagi & Associates, Inc.
(RESIDENT GENERAL AGENT)



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

American States Insurance Company
First National Insurance Company of America
General Insurance Company of America
Safeco Insurance Company of America

Certificate No: 8200552-024010

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American States Insurance Company is a corporation duly organized under the laws of the State of Indiana, that First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America are corporations duly organized under the laws of the State of New Hampshire (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Joseph C. Barcinas; Pamela A. Cruz; Satsuki Perez; Barbara C. Salas; Judith Santos; Hidenobu Takagi; Jo Takagi

all of the city of Tumon state of GU each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 19th day of February, 2019.

American States Insurance Company
First National Insurance Company of America
General Insurance Company of America
Safeco Insurance Company of America



By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 19th day of February, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American States Insurance Company, First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries.

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of American States Insurance Company, First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America, which are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorney-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of American States Insurance Company, First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 17th day of May, 2019.



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

GOVERNMENT OF GUAM
DEPARTMENT OF REVENUE AND TAXATION
OFFICE OF THE BANKING AND INSURANCE COMMISSIONER
CERTIFICATE OF AUTHORITY

RENEWAL 184

Know All Men By These Presents That:

Name SAFECO INSURANCE COMPANY OF AMERICA

Address 175 BERKELEY STREET
BOSTON

GARLOCK SUITE - MAIL STOP M09G
MA 02116

Classes of Insurance Authorized } FIDELITY & SURETY
PROP. DAMAGE & LIABILITY

Having complied with the Insurance Law of Guam, is hereby authorized to transact as an insurer, the above named Classes of Insurance in Guam from the 01 day of July, 20 18, to the 01 day of July, 20 19, unless authority is revoked for failure to comply with the law.

General Agent(s):

CALVO'S INSURANCE UNDERWRITERS INC
TAKAGI & ASSOCIATES INC

In Witness Whereof, I have hereunto subscribed my name officially and have hereon impressed my Seal of Office at the City of Hagatña, Guam on this 29 day of May A.D. 20 18.

John P. Camacho
JOHN P. CAMACHO

Acting Banking and Insurance Commissioner



Exhibit D

AFFIDAVIT re CONTINGENT FEES

CITY OF Hagatna)
) ss.
ISLAND OF GUAM)

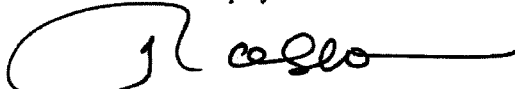
Teresa Sakazaki [state name of affiant signing below], being first duly sworn, deposes and says that:

1. The name of the offering company or individual is [state name of company] G4S Security Systems (Guam), Inc.

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

3. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a contract with the government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. This statement is made pursuant to 2 GAR Division 4 11108(h).

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



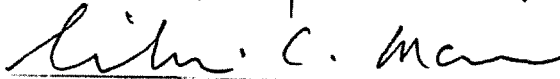
Teresa Sakazaki May 10, 2019

Signature of one of the following:

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

Subscribed and sworn to before me

this 10th day of MAY, 2019.



NOTARY PUBLIC

My commission expires 3-5, 2023

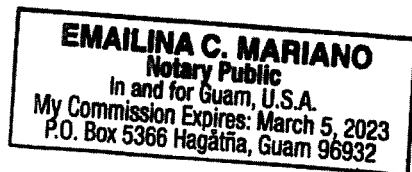






Exhibit E

**GUAM COMMUNITY COLLEGE
SEALED BID SOLICITATION
INSTRUCTIONS**

This solicitation is issued subject to all the provisions of Guam Procurement Laws in 5 G.C.A. chapter 5, and 2 G.A.R., div4 (both are available online at: <http://www.guamcourts.org/CompilerofLaws/index.html>).

1. BID FORMS:

Each Bidder shall be provided with one (1) set of Solicitation forms. Additional copies may be provided by request.

2. PREPARATION OF BIDS:

- (a) Bidders are required to examine all drawings, specifications, schedules, and all other accompany instructions and documents.
- (b) Each bidder shall furnish the information required by the Solicitation. The bidder shall sign the Solicitation and print or type his/her 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 his/her 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 the 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.
- (e) **Bids must state a definite time for delivery of supplies or performance of services.**
- (f) Time, if stated as a number of days, means calendar days and will include Saturdays, Sundays, and holidays. 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 submission on their bids. Oral explanation 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 is necessary for bidders in submitting bids on the Solicitation or if the lack of such information would be prejudicial to uniformed bidders.

4. ACKNOWLEDGEMENT OF AMENDEMENTS 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.





Exhibit F



Date: May 6, 2019
To: All Prospective Bidders
From: Joleen M. Evangelista 
Materials Management
Procurement & Inventory Administrator
Subject: Amendment #1
Bid No: GCC-FB-19-005
Bid Description: Cisco Certified Network Associate (CCNA) Security Equipment

The following questions was asked by John Day from Pacific Data Systems via hand delivery and email on May 6, 2019:

PDS Question 1: Please clarify if the submission deadline for questions is MONDAY, May 6th or TUESDAY, May 7th. The bid documents indicates Tuesday, May 6th.

GCC Response 1: The submission deadline for questions is 5:00 pm, Monday, May 6, 2019 NOT Tuesday. The date of May 6, 2019 is correct.

PDS Question 2: Please clarify if the deadline for GCC responses is THURSDAY, May 9th or WEDNESDAY, May 8th. The bid document indicates Thursday, May 8th.

GCC Response 2: The deadline for GCC responses is 5:00 pm, Wednesday, May 8 2019 NOT Tuesday. The date of May 8, 2019 is correct.

PDS Question 3: Must the bidder provide evidence of being an authorized Cisco Partner at the time of the bid submission.

GCC Response 3: Yes.

PDS Question 4: Must the bidder provide evidence that the Cisco system being recommended has been sourced via a legitimate and authorized Cisco Distributor?

GCC Response 4: Yes.

PDS Question 5: Should CISCO SMARTNET coverage (8X5XNBD) be included with the items to be purchased?

GCC Response 5: No.

PDS Question 6: Please confirm the term of any software licenses (1 year or longer)

GCC Response 6: 1 year license.

PDS Question 7: Is installation of the system required?

GCC Response 7: No, equipment only.

Please acknowledge receipt of this Amendment #1 ASAP or no later than 5:00 pm, May 7, 2019 by responding via email: materialsmanagement@guamcc.edu or fax (671)734-5238.

Please include your company name, address, date acknowledged and your name upon acknowledgement of this amendment. If you have any questions, please call 671-735-5542 or email. Thank you for your participation in the bid process.





Exhibit G

Find a Cisco Partner

Search by capability and fit

Search by partner name

Location* (Up to 8 selections)

* required

Enter City, State or Country

GUAM x GUAM USA x Clear Location

Technology

Your Industry

Your Company Size

Any

Any

Any

Show only Gold and Global Gold Certified Partners

Show only Master Specialized Partners

Search

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Narrow partner results

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About certifications and specializations for partners

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GU 96913 GUAM

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Cognitive IT Solutions

HAGATNA,
GU 96910 GUAM

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Code Solutions IT Consulting Services

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