

John Thos. Brown
General Counsel for Petitioner
545 Chalan Machaute (Route 8 @ Biang St), Maite, Guam 96910
Mail to: P.O. Box 7, Hagåtña, Guam 96932
Ph: 477-7293; Fax: 472-6153
ingoz@ozemail.com.au

RECEIVED
OFFICE OF THE PUBLIC AUDITOR
PROCUREMENT CONTROLS

NOV 05 2009
12:58 pm
TIME: _____
BY: _____
FILE No. OPA-PA 09-011

IN THE OFFICE OF PUBLIC ACCOUNTABILITY

PROCUREMENT PETITION

In the Petition of)	
)	PETITION TO COMPEL DECISION
)	AND PRODUCE DOCUMENTS
TOWN HOUSE DEPARTMENT STORES,)	
INC., dba)	
ISLAND BUSINESS SYSTEMS)	DOCKET NO. OPA-PA <u>09-011</u>
& SUPPLIES,)	
APPELLANT)	
_____)	

PETITIONER INFORMATION

Name: Town House Department Stores, Inc., dba Island Business Systems & Supplies ("IBSS")
Mailing Address: P.O. Box 7, Hagåtña, Guam 96932
Business Address: 545 Chalan Machaute (Route 8 @ Biang St), Maite, Guam 96910
Daytime Contact No.: Raul Del Valle, Acting General Manager (671) 477-7454

COPY

FURTHER PETITION INFORMATION

Purchasing Agency: Guam General Services Agency ("GSA")

Number/Description of Procurement:

Invitation for Multi-Step Sealed Bid (Various Multi-function Copiers)
Bid Invitation No: GSA-084-09, Bid Opening Date September 9, 2009
(Copy attached.)

CONTEXT OF PETITION

Petitioner brings this action following Protest of the referenced solicitation, request for decision and reminder(s) of request for decision, all to no avail: no decision has yet been rendered on the Protest notwithstanding an inordinate passage of time.

1. Petitioner timely lodged Protest of the solicitation on August 28, 2009. Copy attached.
2. GSA scheduled a meeting with Petitioner for September 2, 2009, presumably to discuss the Protest, but that meeting was cancelled.
3. Petitioner sent GSA a letter, dated September 17, 2009, reminding GSA of the Protest and requesting "we should try to attend to this protest". Copy attached.
4. Petitioner sent GSA a second letter, dated October 9, 2009, again reminding GSA of the pending Protest. Copy Attached.
5. On October 14, 2009, GSA scheduled a meeting between Petitioner's Counsel and Anita Cruz and Robert Kono for the next day, October 15, 2009. Petitioner's Counsel arrived to discover the meeting did not concern the pending Protest but, rather, a separate FOIA matter. Petitioner's Counsel inquired as to the status of the Protest and was advised "we're working on it", or words to that effect. Petitioner's Counsel spent the better part of two days at GSA offices reviewing records relating to the FOIA matter, and no mention was made of the Protest.

RELEVANT LAW AND ARGUMENT

5 GCA § 5425(b) gives the head of the purchasing agency the "authority" and duty to settle and resolve a protest. § 5425(c) requires that the decision "shall" be issued "promptly".

2 GAR § 9101(g)(1) requires ("shall") the head of the purchasing agency to issue a decision on a

protest “as expeditiously as possible”.

This is the same situation Petitioner found itself in in a prior Appeal, OPA-PA-08-003. In that Appeal, the Public Auditor ruled that a Protestor has no jurisdictional basis to appeal a protest until a Decision on the protest has been rendered. This requirement has the effect of denying a protestor due process if the government simply fails to timely render a protest decision.

The Public Auditor there ruled,

“The Public Auditor holds that the GPSS’ failure to produce a decision on IBSS’ December 4, 2007 protest is a violation of 5 G.C.A. §5425(c) and (d) and 2 G.A.R. Div. 4, Chap. 9, §9101(g) and a bad faith act that violates 5 G.C.A. §5003 and undermines the integrity of the procurement process **and the Public Auditor has the authority to compel the Superintendent of GPSS to produce the decision.**” (Bold emphasis added; Decision, OPA-PA-08-003.)

It has been almost ten (10) weeks since Petitioner filed its Protest herein. In OPA-PA-08-003, the Appellant filed its action before the OPA 65 days after its protest therein, and such dilatory action was “an act of bad faith”.

Petitioner is entitled to due process, and due process requires an expeditious rendering of a Protest Decision.

EVIDENCE OF POSSIBLE PREJUDICE AND/OR BREACH OF AUTOMATIC STAY

Moreover, Petitioner is concerned that actions have been taken which prejudice its position as a potential bidder for the copiers sought in the solicitation. This also suggests GSA has violated the automatic stay.

The IFB herein specifies that it is necessary to “upgrade existing copier equipments.” It further specifies,

“[t]o prevent disruption of the Government Agencies operation **a transition period, which may include removal of existing copier equipment, ... shall be granted.** *The incoming provider shall coordinate the transition* and keep General Services Agency informed of the developments in the process.” (Bold emphasis added. See, Copier Equipment Specifications Multi-Step Invitation for Bid: GSA-084-09.)

Some of the copier equipment intended to be “upgraded” included, apparently, equipment which had previously been provided to the Department of Corrections by Petitioner.

On or about October 9, 2009, Mr. Joe Mesa from DOC emailed Mr. Frank Cruz of Petitioner IBSS as follows:

“With reference to our copier lease program, we would appreciate your support and assistance in removing the copiers from our locations.

“A request went in last fiscal year for a new lease and the p/o we recently received went to another vendor.

“Let me know pls how soon, date and time, you're able to secure these units.”

Mr. Frank Cruz responded, saying he would cooperate as requested. But then, Mr. Mesa again emailed as follows:

“I am requesting for your support in holding back on removing the machines with the exception of the one located at Triple C. I was advised today by GSA to contact you regarding this. Pls let me know if this is going to be an issue with you and your company.”

In the ongoing exchange of emails (hard copy attached), Mr. Cruz asked,

“when can we receive a copy of the purchase order(s) for the lease of the two (2) new copiers?”

To which Mr. Mesa responded,

“Some "technical issues" came up recently from GSA regarding the decision to replace the two copiers. As it stands everything is on hold and we're not to proceed with the p/o to replace the copiers at director's office and ACF main operations area. The other two though still needs to be removed based on the department's FY2010 cost cutting measures.”

Mr. Cruz again asked for the PO's that began this exercise, to which Mr. Mesa said,

“I do not have a copy of the original other than a print screen of what's showing in the AS400. My telephone conversation with Anita over the weekend led me to believe that it's on hold down at GSA.”

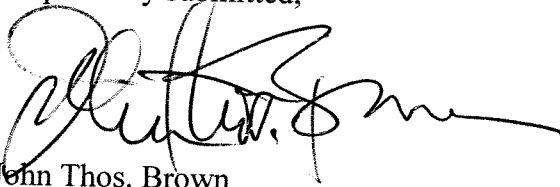
This exchange of communications took place well after the Protest had been lodged, indeed after the time set for bid opening. Perhaps it explains why GSA was still “working on” the Protest.

At the very least it implicates a compounding of bad faith on bad faith.

RELIEF REQUESTED

Petitioner respectfully asks the Public Auditor to exercise her power to compel GSA to produce and deliver its Decision on the Protest (OPA-PA-08-003). Moreover, to assure the maintenance of the procurement record, using her "power to compel ... production of documents by any employee of the government of Guam" (5 GCA § 5703), Petitioner asks the Public Auditor to compel GSA to immediately produce all documents, logs and correspondence by or with GSA that is in any way related to the solicitation protested or the replacement or upgrade of any equipment therein identified.

Respectfully submitted,

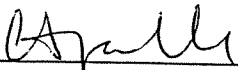
A handwritten signature in black ink, appearing to read "John Thos. Brown", written in a cursive style.

John Thos. Brown
General Counsel for Petitioner

INVITATION FOR MULTI-STEP SEALED BID

ISSUING OFFICE:

GENERAL SERVICES AGENCY
GOVERNMENT OF GUAM
148 ROUTE 1, MARINE DRIVE
PITI, GUAM 96915



CLAUDIA S. ACFALLE
Chief Procurement Officer

DATE ISSUED:

BID INVITATION NO: GSA-084-09

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

SPECIFICATION: (See Attached Specifications)

DESTINATION: All Government Agencies to include Autonomous

REQUIRED DELIVERY DATE: **30 Days Upon Receipt of Purchase Order. The term of this contract is for a period of one (1) year on an indefinite bid quantity upon availability of funds.**

INSTRUCTION TO BIDDERS:

INDICATE WHETHER: INDIVIDUAL PARTNERSHIP CORPORATION

INCORPORATED IN: _____

This bid shall be submitted with one (1) original and four (4) copies sealed to the issuing office above no later than (Time) **10:00 a.m.** (Date) **SEPT. 09, 2009** and will not be publicly opened. Bid submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions, and Sealed Bid Solicitation for details.

The undersigned offers and agrees to furnish within the time specified, the articles and services as listed, unless otherwise specified by the bidder. In consideration to the expense of the Government in opening, tabulating, and evaluating this and other bids, and other considerations, the undersigned agrees that this bid remain firm and irrevocable within 90 calendar days from the date of submittal of bids to supply any or all the items which prices are quoted.

NAME AND ADDRESS OF BIDDER:

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS BID:

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

ITEM NO(S). AWARDED: _____

CONTRACTING OFFICER:

CLAUDIA S. ACFALLE
Chief Procurement Officer

NAME AND ADDRESS OF CONTRACTOR:

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS CONTRACT:

Accountability * Impartiality * Competence * Openness * Value

INVITATION FOR MULT-STEP BID NO. : GSA-084-09

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

SPECIFICATION REMINDER TO PROSPECTIVE BIDDERS

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

- (X) **BID GUARANTEE (15% of Bid Amount) May be in the form of; Reference #11 on the General Terms and Conditions**
 - a. Cashier's Check or Certified Check
 - b. Letter of Credit
 - c. Surety Bond – Valid only if accompanied by:
 - 1. Current Certificate of Authority issued by the Insurance Commissioner;
 - 2. Power of Attorney issued by the Surety to the Resident General Agent;
 - 3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.

- (X) **NOTE: BID PRICE SHALL BE SUBMITTED IN A SEPARATE ENVELOPE. BE ADVISED IF INCLUDED WITH TECHNICAL IT WILL BE AUTOMATICALLY REJECTED.**

- (X) **BROCHURES/DESCRIPTIVE LITERATURE;**

- (X) **AFFIDAVIT OF DISCLOSURE OF MAJOR SHAREHOLDERS - Must comply with the following requirements:**
 - a. Date of signature of the person authorized to sign the bid and the notary date must be the same.

- (X) **OTHER REQUIREMENTS:**
Non-Collusion Affidavit, U.S. D.O.L. Wage Determination & Restriction against Sexual Offenders Affidavit, No Kickbacks or Gratuities Affidavit and Ethical Standards Affidavit,

****Note: All Affidavits must be included in the Technical Proposal – Phase I
Bid Bond must be submitted in the Price Proposal – Phase II**

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

On this _____ day of _____, 2009, I, _____, authorized representative of _____ acknowledge receipt of this special reminder to prospective bidders with the above referenced IFB.

Bidder Representative's Signature

COPIER EQUIPMENT SPECIFICATIONS
MULTI-STEP INVITATION FOR BID: GSA-084-09

The growth of the Government of Guam resulted in the need to upgrade existing copier equipments. Interested bidders are invited to submit an unpriced technical offer and separate price bid to upgrade the Government of Guam Agencies current Digital Multifunction Systems

The current lease includes Full Service Maintenance, all parts and labor, replaceable toner supplies, 15 line conditioner, delivery and installation.

Interested bidders are invited to submit a technical offer that provides benefits and value to the Government of Guam.

Each bidder shall submit in two (2) separate envelopes one price bid and one technical with one (1) original and four copies of the technical bid. The price and technical bid shall be submitted in two (2) separate envelopes marked conspicuously with the bidders name, address and bid number, and the type of proposal (Phase I - Technical Proposal and Phase II - Price Proposal).

General Services Agency will evaluate both the technical and price bids. General Services Agency will first review the list of specifications to determine if bid submissions meet the technical specifications and then will review the price proposals to determine which bidder is the lowest most responsive and responsible bidder.

Prior to selection, the General Services Agency may request a demonstration of proposed copier equipment.

Transition Period: To prevent disruption of the Government Agencies operation a transition period, which may include removal of existing copier equipment, delivery of upgraded copier equipment, and training for Government Agencies staff shall be granted. The incoming provider shall coordinate the transition and keep General Services Agency informed of the developments in the process. The incoming provider shall be responsible for costs incurred as a result of such transition.

Term: The term of this contract is for a period of one (1) year on an indefinite bid quantity upon availability of funds.

EVALUATION CRITERIA

60 MONTH LEASE AGREEMENT DIGITAL MULTIFUNCTIONAL SYSTEMS

Each bid will be evaluated based on the following criteria:

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

80 – 100	-	ACCEPTABLE
60 – 79	-	POTENTIALLY ACCEPTABLE
BELOW 60	-	UNACCEPTABLE

Note:

The Federal General Services Administration contract “GSA Federal Schedule” will be considered in the evaluation of this Multi-Step Bid.

NO.	DESCRIPTION	UOM	MONTHLY	ANNUALLY
-----	-------------	-----	---------	----------

1.1 60 Month Lease Agreement, inclusive of Equipments, Services, Related Consumables and Software Solutions. For a Stand-Alone Digital Multifunctional System 4 ea. \$ _____ \$ _____

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

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

2.1 60 Month Lease Agreement, inclusive of Equipments, Services, Related Consumables and Software Solutions. For a Color Digital Multifunctional System 2 ea. \$ _____ \$ _____

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

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

3.1 60 Month Lease Agreement, inclusive of Equipments, Services, Related Consumables and Software Solutions. For a Color Digital Multifunctional System 1 ea. \$ _____ \$ _____

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

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

4.1 60 Month Lease Agreement, inclusive of Equipments, Services, Related Consumables and Software Solutions. For a Desktop Fax Machine Multifunctional System 1 ea. \$ _____ \$ _____

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

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

5.1 60 Month Lease Agreement, inclusive of Equipments, Services, Related Consumables and Software Solutions. For a Digital Color Multifunctional System 2 ea. \$ _____ \$ _____

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

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

6.1 60 Month Lease Agreement, inclusive of Equipments, Services, Related Consumables and Software Solutions. For a Digital Color Multifunctional System 2 ea. \$ _____ \$ _____

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

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

7.1 60 Month Lease Agreement, inclusive of Equipments, Services, Related Consumables and Software Solutions. For a Digital Color Multifunctional System 1 ea. \$ _____ \$ _____

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

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

8.1 60 Month Lease Agreement, inclusive of Equipments, Services, Related Consumables and Software Solutions. For a Digital Color Multifunctional System 1 ea. \$ _____ \$ _____

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

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

9.1 60 Month Lease agreement, inclusive of Equipments, Services, Related Consumables and Software Solutions. For a Digital Color Multifunctional System 3 ea. \$ _____ \$ _____

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

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

10.1 60 Month Lease Agreement, inclusive of Equipments, Services, Related Consumables and Software Solutions. For a Digital Color Multifunctional System 1 ea. \$ _____ \$ _____

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

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

11.1 60 Month Lease Agreement, inclusive of Equipments, Services, Related Consumables and Software Solutions. For a Digital Color Multifunctional System 1 ea. \$ _____ \$ _____

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

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

12.1 60 Month Lease Agreement, inclusive of Equipments, Services, Related Consumables and Software Solutions. For a Digital Color/Printer/ Scanner and Fax Machine 2 ea. \$ _____ \$ _____

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

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

13.1 60 Month Lease agreement, inclusive of Equipments, Services, Related Consumables and Software Solutions. For a Digital Color/Multifunction Printer/ Scanner Copier with fiery controller/Network color server As per the following specifications. 1 ea. \$ _____ \$ _____

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

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

14.1 60 Month Lease Agreement, inclusive of Equipments, Services, Related Consumables And Software Solutions for a Document Management Software (40 Seat License) 2 ea \$ _____ \$ _____

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

114,000 Black/White Print Copies \$ _____ \$ _____
 900 Color Print Copies \$ _____ \$ _____

- 14.1a 60 Month Lease Agreement, inclusive of Equipments, Services, Related Consumables And Software Solutions for High Speed Copier/Printer/Scanner Solution 1 ea \$ _____ \$ _____

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

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

14.1b 60 Month Lease Agreement, inclusive of Equipments, Services, Related Consumables and Software Solutions for Color Copier/Printer/Scanner/Fax 4 ea \$ _____ \$ _____

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

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

15.1 60 Month Lease Agreement, inclusive of Equipments, Services, Related Consumables And Software Solutions for Wide Format Copier/Printer/Scanner Solution 1 ea \$ _____ \$ _____

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

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

16.1 60 Month Lease Agreement, inclusive of Equipments, Services, Related Consumables And Software Solution for Digital Multifunctional Copier/Printer/Scanner to email solution 1 ea \$ _____ \$ _____

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

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

17.1 60 Month Lease Agreement, inclusive of Equipments, Services, Related Consumables And Software Solutions for EFI Network Color Server 1 ea \$ _____ \$ _____

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

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

**** Note to Bidder: All Equipments stated shall include the following:**

- Must include local full service & maintenance support, cover parts replacement and labor.
- 24 Hours, 7-Days; Monday – Sunday Technical Support
- System Analyst Services for initial installation on a network
- Professional training
- To include Maintenance for both hardware and software for the duration of the lease.
- Damages due to Typhoon, Earthquake, Lighting, or other natural causes shall be covered by the bidder.
- Bidder shall also guarantee training and performance to be provided on equipment and software solutions,
- And to allow replacement of equipment at any time during the lease with no charge to the government should the government be unsatisfied with its performance.
- Lease with Option to Purchase at the end of the lease term.

1.1 To provide a 60 month Lease agreement, inclusive of Equipments, Services, Related Consumables and Software Solutions. **Digital Multifunctional System Stand-Alone**
As per the following specifications.

Existing equipment:

Public Health (BMS & BHCF) Manufacture: Xerox, Model: WC4150XF
Revenue & Taxation Manufacture: Xerox, Model: 432DC

Specifications for Upgrade:

Bidding/Remarks

Digital Network Printer, Desktop
Copier and Color Scanner

50 Page Automatic document Feeder

Two Sided copying, printing and Scanning

Scan to email

Print Image Quality of 600 x 600 dpi, 1200 interpolated

Rated Speed of 45 prints or copies per minute

8 ½ x 11 to 8 ½ x 14 throughput

16 to 53 lb. Paper Weights

1-500 sheet paper trays and

1-100 sheet bypass tray

Ability to print on labels and transparencies

Reduction/Enlargement from 25% up to 400%

10/100 BaseT Ethernet

384MB Memory and a 40GB Hard Drive

Fax speed 33.6kbps

Bidding On:

Manufacturer: _____

Make: _____

Model: _____

Place of Origin: _____

Date of Delivery: _____

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

Existing equipment:

Public Health (Supply & BCDC Lab) Manufacture: Xerox, Model: WCP265HGC
 Dept. of Correction Manufacture: Canon, Model: Image Runner 3300

Specifications for Upgrade:

Bidding/Remarks

Copy, Print, Fax and Scan
 Speed of up to 36 B/W and 26 Color
 Speed of up to 1200 x 1200 dpi

50 Sheets Automatic Document Feeder

Automatic two-sided copy/print capability

Two (2) Paper cassettes (550 sheets x 2)

50 sheet by-pass tray
 1,150 sheets paper capacity

Paper weights up to 110 lb.
 Sorting and collating capable
 Able to print on a network using multiple

Operating systems including Windows 98, 2000, NT, XP, Macintosh OS X or higher

Network connectivity via Ethernet

Remote user/Administrator Management System
 Via the network

Identification Management System with password capability for copying/printing and also with copy/print limitation

1GB RAM and 80GB HDD

Walk up and PC faxing capability with fax forwarding capability to reduce hardcopy output

Fax speed 33.6kbps
 Able to store addresses for emails, faxes or PCs

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

100 internal mailboxes
 5 User License Document Management Software

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

Bidding On:

Manufacturer: _____

Make: _____

Model: _____

Place of Origin: _____

Date of Delivery: _____

3.1 To provide a 60 month Lease agreement, inclusive of Equipments, Services, Related Consumables and Software Solutions. **Color Digital Multifunctional System** as per the following specifications.

Existing equipment:

Public Health (BCDC) Manufacture: Xerox, Model: WCP45HC

Specifications for Upgrade:

Bidding/Remarks

Copier/Printer/Fax/Scanner	_____
2000 B/W Prints Allowance	_____
36 Prints/copies per minute B/W	_____
26 Prints/Copies per minute Color	_____
1200 x 1200 dpi resolution	_____
5.5 x 8 1/2 to 11 x 17 throughput	_____
16 to 110 lb. Paper Weight	_____
Four (4) Paper Trays with One (1) Bypass tray	_____
50 Sheet Automatic Duplexing Document Feeder	_____
Two (2) Sided printing, copying, and Scanning up to 11 x 17	_____
Automatic Multi-position Stapler	_____
Three (3) Hole Punching	_____
Ability to print on labels and transparencies	_____
Reduction/Enlargement 25% up to 400%	_____
Network Connectivity through 100/10 BaseT or optional USB Printer port	_____
Multiple simultaneous network Protocols including Windows	_____
Copy and Print password protection for access to black and color copying and printing	_____
Scan to any PC on the network	_____
Color and Monochrome Scanning at 200x200, 400x400 or 600x600 dpi	_____
Up to 33.6kbps fax capability	_____

Bidding On:

Manufacturer: _____

Make: _____

Model: _____

Place of Origin: _____

Date of Delivery: _____

ITEM NO. DESCRIPTION

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

Existing equipment:

Public Health (BMS) Manufacture: Xerox, Model: WCP35HC

Specifications for Upgrade:

Bidding/Remarks

Copy/Print/Fax and Scan

1000 prints per month

Copy and Print at 18ppm

40 page auto document feeder

2 Trays @ 550 sheets ea.

Output tray @ 250 sheets

Copy Resolution 600x600 dpi

Print Resolution 1200x1200 dpi

Bidding On:

Manufacturer: _____

Make: _____

Model: _____

Place of Origin: _____

Date of Delivery: _____

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

Existing equipment:

Dept. of Mental Health Manufacture: Xerox, Model: TAA250
Public Health - Wic Manufacture: Xerox, Model: WC7675

Specifications for Upgrade:

Bidding/Remarks

Copier/Printer, Fax and Scanner With EFI Server	_____
7500 Black/White Prints	_____
600 Color Prints	_____
65 Prints/copies per minute in Black and White	_____
50 Prints/copies per minute in Color	_____
Four (4) Paper Trays with One (1) Bypass tray, Total Sheet Capacity: 1620	_____
Fax capability 33.6kbps and LAN Fax	_____
Automatic Duplexing Document Feeder Up to 250 page.	_____
Automatic Multi-position Stapler	_____
Inline Stapling, Saddle Stitch, Folding Bi-Folding, C and V-Folding;	_____
2/3 Hole Punching	_____
Scan to any PC on the network (Network Scanning)	_____
Color and Monochrome Scanning from 72x72 up to 600x600 dpi	_____
Scan to text-searchable PDF or TIF Formats	_____
Paper-port Document Management Software PDF Creator with Secure PDF option Omni-page Optical Character recognition Software (10 User License)	_____
Image Retriever	_____
Automatic Form Completion	_____
Up to 2400 x 2400 dpi resolution	_____
5 ½ x 8 ½ to 13 x 19 throughput	_____
17 to 170 lb Paper Weight	_____
Combined with the very capable EFI Network Controller	_____
Produces professional output with color Control and a wide media range	_____

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

Ability to print on label and transparencies

Reduction/Enlargement from 25% to 400%

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

Multiple simultaneous network protocols
Including Windows & Macs

Copy and Print password protection for access
to black and color copying and printing

20 AMP Line Conditioner

Initial analyst support for placing unit on the network

5000 black impressions and 1000 color impressions

Bidding On:

Manufacturer: _____

Make: _____

Model: _____

Place of Origin: _____

Date of Delivery: _____

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

Existing equipment:

Dept. of Labor Manufacture: Xerox, Model: WCPRO65C
Public Health Manufacture: Xerox, Model: WC7675

Specifications for Upgrade:

Bidding/Remarks

Copier/Printer, Fax and Scanner	_____
12000 Black/White Prints	_____
1000 Color Prints	_____
75 Prints/copies per minute in Black and White	_____
50 Prints/copies per minute in Color	_____
Four (4) Paper Trays with One (1) Bypass tray, Total Sheet Capacity: 3260	_____
Fax capability 33.6kbps and LAN Fax	_____
Automatic Duplexing Document Feeder Up to 250 page.	_____
Stapling – Automatic 100 Sheet;	_____
Stapling – Stapler Off line which sits on Top of unit, 50 sheets capacity	_____
Automatic Multi-position Stapler	_____
2/3 Hole Punching	_____
Scan to any PC on the network (Network Scanning)	_____
Color and Monochrome Scanning from 72x72 up to 600x600 dpi	_____
Scans in color for ability to print color documents	_____
Scan to text-searchable PDF or TIF Formats	_____
Unlimited Saddle Stitch; Booklet Making, Letter, Legal & 11 x 17 paper sizes	_____
Paper-port Document Management Software PDF Creator with Secure PDF option Omni-page Optical Character recognition Software (10 User License)	_____
Image Retriever	_____
Automatic Form Completion	_____
Up to 2400 x 2400 dpi resolution	_____
5 ½ x 8 ½ to 13 x 19 throughput	_____
17 to 170 lb Paper Weight	_____

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

Ability to print on label and transparencies

Folding Bi-Folding, C and V-Folding;

Accommodates up to 100 cardstock

Survey Analysis software with one year Maintenance

Reduction/Enlargement from 25% to 400%

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

Multiple simultaneous network protocols
Including Windows & Macs

Copy and Print password protection for access to
black and color copying and printing

20 AMP Line Conditioner

Bidding On:

Manufacturer: _____

Make: _____

Model: _____

Place of Origin: _____

Date of Delivery: _____

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

Existing equipment:

Dept. of Corrections Manufacture: Canon, Model: Image Runner 3300

Specifications for Upgrade:

Bidding/Remarks

Network Printer/ Desktop Copier/ Fax
PC Scanner(Mailbox)/Scan to Email

3000 Black/White Prints
50 Prints/copies per minute in B/W

Minimum paper capacity 1,050 sheets
2 Paper Drawers, Bypass Paper Tray, with Stand

Automatic Stapler capable of stapling up to 50 pages

Fax capability 33.6kbps

Fax from Automatic Document Feeder or Glass

50 Page Automatic Document Feeder

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

Scan to PC and Scan to Email/SMTTP

Color Scanning up to 4800 x 4800 dpi

Up to 1200 x 1200 dpi resolution

8 1/2 x 11 to 8 1/2 x 14

Paper Weight up to 110 lb

Two-sided printing and copying

Ability to print on label and transparencies

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

Reduction/Enlargement from 25% to 400%

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

Bidding On:

Manufacturer: _____

Make: _____

Model: _____

Place of Origin: _____

Date of Delivery: _____

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

Existing equipment:

Revenue & Taxation Manufacture: Xerox, Model: 460STS

Specifications for Upgrade:

Bidding/Remarks

Copy/ Print/ Scan/Fax/Email	_____
Network Printer	_____
20,000 Black/White Prints	_____
1,000 Color Prints	_____
65 Prints/copies per minute in B/W	_____
50 Prints/copies per minute in Color	_____
80 Prints/copies per minute Network Printing scanning	_____
Fax capability 33.6kbps	_____
2 Paper Drawers, Bypass Paper Tray, with Stand	_____
Automatic Document Feeder to handle up to 250 sheets	_____
Stapling up to 50 sheets & multi position Stapling	_____
Network scanning directly to desktop stations.	_____
Scan to email text searchable PDF or TIF Format	_____
Printing via parallel port, USB cable 10/100 BaseT Ethernet	_____
Up to 2400 x 2400 dpi resolution	_____
5 1/2 x 8 1/2 to 13 x 19	_____
16 to 170 lb Paper Weight	_____
Two-sided printing and copying	_____
Reduction/Enlargement from 25% to 400%	_____

Bidding On:

Manufacturer: _____

Make: _____

Model: _____

Place of Origin: _____

Date of Delivery: _____

ITEM NO.	DESCRIPTION
9.1	To provide a 60 month Lease agreement, inclusive of Equipments, Services, Related Consumables and Software Solutions. <u>Digital Color Multifunctional System;</u> As per the following specifications.

Existing equipment:

Revenue & Taxation	Manufacture: Xerox, Model: WC416
Public Health	Manufacture: Xerox, Model: WCP35C
Guam Housing Corp.	Manufacture: Xerox, Model: WCP128G

Specifications for Upgrade:

Bidding/Remarks

Digital Copier/ Fax/ Network Printer
and Network Scanner

Scanning of originals into memory
Prior to printing

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

500 Black/White Prints

55 Prints/copies per minute in B/W

Fax capability 33.6kbps

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

Bypass Tray holding up to 100 sheets fully adjustable

Total Sheet Capacity 4,800

Automatic Document Feeder to handle up to 75 sheets

Stapling up to 50 sheets & multi position Stapling

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

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

Up to 1800 x 1800 dpi resolution

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

60 to 110 lb Paper Weight

Ability to print on labels and transparencies

Automatically Copy, Print and Scan Two-sided

Reduction/Enlargement from 25% to 400%

Bidding On:

Manufacturer: _____

Make: _____

Model: _____

Place of Origin: _____

Date of Delivery: _____

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

Existing equipment:

Guam Housing Corp. Manufacture: Xerox, Model: WCP275HGC

Specifications for Upgrade:

Bidding/Remarks

Copier/Printer/Scanner & Fax

Network Printer & Scanner

6000 Black/White Prints

500 Color Prints

36 Prints/copies per minute in B/W

26 Prints/copies per minute Color

Fax capability 33.6kbps

Three (3) Paper Trays

Automatic Document Feeder to handle up to 50 sheets

Stapling up to 50 sheets & multi position Stapling

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

Network Scan to PC Desktop

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

600 x 600 dpi copy resolution
Up to 1200 x 1200 dpi print resolution

5 1/2 x 8 1/2 to 11 x 17

16 to 110 lb Paper Weight

Ability to print on labels and transparencies

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

Reduction/Enlargement from 25% to 400%

Bidding On:

Manufacturer: _____

Make: _____

Model: _____

Place of Origin: _____

Date of Delivery: _____

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

Description of existing equipment:

Dept. of Correction Manufacture: Xerox, Model: /DC440ASC

Specifications for Upgrade:

Bidding/Remarks

Copier/Print/ Fax and Scan	_____
7500 Black/White Prints	_____
600 Color Prints	_____
65 Prints/copies per minute in Black and White	_____
50 Prints/copies per minute in Color	_____
80 Prints/copies per minute Network Printing scanning	_____
Four (4) Paper Trays with One (1) Bypass tray, Total Sheet Capacity: 1620	_____
Fax capability 33.6kbps and LAN Fax Automatic Duplexing Document Feeder Up to 250 page.	_____
Automatic Multi-position Stapler 2/3 Hole Punching Scan to any PC on the network (Network Scanning)	_____
Color and Monochrome Scanning from 72x72 up to 600x600 dpi Scan to text-searchable PDF or TIF Formats	_____
Paper-port Document Management Software PDF Creator with Secure PDF option Omni-page Optical Character recognition Software (10 User License)	_____
Image Retriever Automatic Form Completion	_____
Up to 2400 x 2400 dpi resolution 5 ½ x 8 ½ to 13 x 19 throughput 17 to 170 lb Paper Weight	_____
Two-sided printing, copying, faxing And scanning up to 11 x 17	_____
Ability to print on label and transparencies Reduction/Enlargement from 25% to 400%	_____
Network connectivity through 100/10 BaseT or optional USB printer port	_____
Multiple simultaneous network protocols Including Windows & Macs	_____
Copy and Print password protection For access to black and color copying and printing	_____

Bidding On:

Manufacturer: _____

Make: _____

Model: _____

Place of Origin: _____

Date of Delivery: _____

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

Existing equipment:

Civil Service Commission Manufacture: Xerox, Model: WCP55HC
Public Health Manufacture: Xerox, Model: WCPR045

Specifications for Upgrade:

Bidding/Remarks

7000 Black/White prints	_____
1000 Color prints	_____
75ppm Black/White minimum print copy	_____
50ppm Color copy and print	_____
Walk up Fac & LAN Fax (PC fax)	_____
Scanning in B/W or Color	_____
Scanning speed 80 spm blk/wht, 50 spm in color	_____
Scans in color for ability to print color documents	_____
Automatic document feeder hold up to 250 sheets	_____
Unlimited saddle stitch booklet making, Letter, legal & 11 x 17 paper sizes	_____
Automatic stapling 100 sheet multi-position Stapler	_____
Staling – 50 sheets capability	_____
2/3 hole punching	_____
Folding, Bi-folding, C and V-folding	_____
Scans two sided documents at one time	_____
Accommodates up to 110 cardstock	_____
Survey Analysis software with one (1) Year maintenance	_____
Scan to PC Desktop Suite, 10 User license	_____
Paper-port Document Management Software	_____
Text Searchable PDF	_____
Able to search a document using key words	_____
PDF Creator with Secure PDF option.	_____
Omni-page Optical character recognition Software	_____
Image Retriever	_____
Automatic Form Completion	_____
20 Amp Line Conditioner	_____

Bidding On:

Manufacturer: _____

Make: _____

Model: _____

Place of Origin: _____

Date of Delivery: _____

13.1 To provide a 60 month Lease agreement, inclusive of Equipments, Services, Related Consumables and Software Solutions.

Digital Color/Multifunction Printer/ Scanner Copier with fiery controller/Network color server

As per the following specifications.

Existing equipment:

CAHA Manufacture: Xerox, Model: WCPS40C

Specifications for Upgrade:

Bidding On/Remarks

4000 Black/White print monthly
2000 Color print monthly

Offset C-tray/Wing Kt.

Convenience Stapler

20 Amp Line Conditioner

Training to include IT support

50ppm (color)
65ppm (black/white)

Multi-position stapling
2-3 Hole punching

Input – up to 13 x 19 (through bypass tray posters, etc.)

250 sheet capacity document feeder (DADF and BYPASS)

Weights – up to 300gsm/ 110 lb. cover required
Total paper capacity – 3,260

Reduction/Enlargement (25% - 400%)

Enhanced gloss level, book coping/two-sided book copying, missed sized originals, image Rotation, edge erase, mirror/negative images, Image shift, booklet creation, multi-up, Annotation and set numbering, covers, poster Mode, repeat image, build job, delete inside/outside Editing.

2400 x 2400 dpi resolution.

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

80GB hard drive
2400 x 2400 dpi
Scan to mailbox

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

Bidding On:

Manufacturer: _____

Make: _____

Model: _____

Place of Origin: _____

Date of Delivery: _____

ITEM NO.	DESCRIPTION
14.1	To provide a 60 month Lease agreement, inclusive of Equipments, Services, Related Consumables and Software Solutions. Document Management Software 40 Seat License as per the following specifications.

Existing equipment:

Revenue & Taxation Manufacture: Xerox, Model: W7665PGC
 Dept. of Land Management Manufacture: Xerox, Model: WCP55HC

Specifications for Upgrade:

Bidding/Remarks

114,000 Black/White Print Copies
 900 Color Print Copies

20 Manager & 20 Guest – Min. Solution

Electronic Document storage and retrieval

Basic and Advanced Searching

Version management of documents

Unlimited Key word assignment

Security, access control of documents and folders

Basic workflow management with routing and approval

Web Brower access

Workflow Software Solution

Works seamlessly with provided Document Management Software and provided equipment to easily store electronic documents in the Document Management Software.

Facilitates automatic routing of scanned documents to printers, document Management software, and/or email addresses in one scan from provided equipment.

Software shall have options to automatically improve scanned images (de-speckle and Straighten) and save documents in text Searchable PDF (if desired).

Print Tracking Software (25 Seat License – Min) Solution

Tracks 100% of printing, including local, Networked, USB and direct to IP printers.

Network push-install tool.

Security feature to prevent bypass of rules

Support for SQL or Access back-ends

Client-based architecture

Does not require a print server

Easy and secure configuration from any workstation.

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

Installation wizard.

Volume analysis reporting tool

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

Automatic color and monochrome tracking

Stores detailed information about every device that prints.

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

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

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

Specifying printing restrictions based on The device and user.

Restrict color printing per user

PIN codes and declining balances for charging users.

Specify devices and applications to Track or not.

Job snoozing and job batching functionality

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

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

Paper-port (Electronic document management)

Omni Page (Optical Character Recognition)

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

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

Bidding On:

Manufacturer: _____

Make: _____

Model: _____

Place of Origin: _____

Date of Delivery: _____

ITEM NO.	DESCRIPTION
14.1a	To provide 60 Month Lease Agreement, inclusive of Equipments, Services, Related Consumables and Software Solutions <u>High Speed Copier/Printer/Scanner Solution</u> ; As per the following specifications

Existing equipment:

Dept. of Land Management Manufacture: Xerox, Model: WCP35HC

Specifications for Upgrade:

Bidding/Remarks

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

Bidding On:

Manufacturer: _____

Make: _____

Model: _____

Place of Origin: _____

Date of Delivery: _____

ITEM NO.	DESCRIPTION
14.1b	To provide a 60 Month Lease Agreement, inclusive of Equipments, Services, Related Consumables and Software Solutions for <u>Color Capable Copier/Printer/Scanner/Fax Solution</u> ; As per the following specifications

Description of existing equipment:

Dept. of Land Management Manufacture: Xerox, Model: WCP32HC

Specifications for Upgrade:

Bidding/Remarks

40 prints/copies per minute in Black	_____
10 prints/copies per minute in color	_____
Scan speed of 50 images per minute	_____
Warm up time of less than 30 seconds	_____
Handles up to 11 x 17 paper	_____
Handles heavyweight paper (up to 110 lb.)	_____
2720 Total Sheet Capacity	_____
75 Page Automatic Duplexing Document feeder	_____
50 Sheet Automatic In line Stapler	_____
Two-sided printing and copying up to 11 x 17	_____
Printing up to 1200 x 600 dpi	_____
Offset Collating and sorting	_____
Reduction/Enlargement from 25% up to 400%	_____
Network connectivity through 100/10 BaseT	_____
1GB RAM and 20GB of Hard Drive Memory	_____
25 Amp Line Conditioner	_____

Bidding On:

Manufacturer: _____

Make: _____

Model: _____

Place of Origin: _____

Date of Delivery: _____

ITEM NO.	DESCRIPTION
15.1	To provide a 60 month Lease agreement, inclusive of Equipments, Services, Related Consumables and Software Solutions. Wide Format Copier/Printer/Scanner Solution As per the following specifications

Description of existing equipment:

Dept. of Land Management Manufacture: Xerox, Model: 510DP

Specifications for Upgrade:

Bidding/Remarks

Allowance of 15,000 square feet of usage per quarter	_____
7 D (24x36) size prints/copies per minute (must be upgradeable to 9D)	_____
4 Roll drawers and cut sheet bypass	_____
Single footprint design (Mounted scanner And bustled controller)	_____
Scan throughput speed of 6/2 (Black and White/Color) inches per second	_____
15 inch touch screen display panel	_____
Scans documents up to .5 inches thick	_____
Offers single page and multi-page PDF And TIFF scanning	_____
Reduction/Enlargement form 25% up to 400%	_____
Network connectivity through TCP/IP 1000/100/10; LPR; TFTP	_____
2GB RAM and 80GB of Hard Drive Memory	_____
True Adobe PostScript Level 3	_____
Multifunction Concurrency	_____
Unlimited seats for batch submission tool and scan retrieval software	_____
20 AMP and 15 AMP Line Conditioner	_____

Bidding On:

Manufacturer: _____

Make: _____

Model: _____

Place of Origin: _____

Date of Delivery: _____

ITEM NO.	DESCRIPTION
16.1	To provide a 60 month Lease agreement, inclusive of Equipments, Services, Related Consumables and Software Solutions for <u>Digital Multifunctional Copier/Printer/Scanner to Email</u> As per the following specifications

Existing equipment:
Governor's Office Manufacture: Xerox, Model: 206X

Specifications for Upgrade:

Bidding/Remarks

Copy and printing speeds:

77ppm Black/White

60ppm Color

250 Sheets capacity in the automatic document handler

Multi Position Stapling at least 50 sheets

2 and 3 Hole Punching

Automatic Booklet Saddle Stitching

V-Folding Capability of at least 5 pages

Paper weights up to 110 lbs

Paper Sizes capability:

8 ½ x 11", 8 ½ x 14,

11 x 17" and 13 x 19"

256 MG and 80 GB of Hard Drive Memory

Reduction/Enlargement form 25% up to 400%

Ethernet 10/100/1000 base T Autosensing

Book Copying

Multi-up, Covers, Poster Mode, Repeat Image

2400 x 200 dpi

HD GB

Scan Resolution 200x200 cpi to 600x600 dpi

15 to 20 AMP Line Conditioner

Bidding On:

Manufacturer: _____

Make: _____

Model: _____

Place of Origin: _____

Date of Delivery: _____

ITEM NO.	DESCRIPTION
17.1	To provide a 60 month Lease agreement, inclusive of Equipments, Services, Related Consumables and Software Solutions. <u>EFI Fiery Network Color Server</u> As per the following specifications

Existing equipment:

Governor's Office Manufacture: Xerox, Model: D206EFI

Specifications for Upgrade:

Bidding/Remarks

Processor: 2.8 GHz
Memory: 512 MB
HDD: 80 GB

Controller Operating System: Linux or equal

Network Connectivity:

Ethernet 1q0/100/1000 Base T Autosensing

Print Resolution: 2400x2400 dpi

Color Wise: Color management tools for all applications, platforms, and formats

Command Workstation 4.5:

Software for easy programming, monitoring and managing of workflows, tracking of print jobs.

Variable data printing capabilities

EFI Fiery Scanning:

Conversion of hard documents into digital data for printing, integrating into another document, emailing or converting into multiple file formats.

Fiery: Driver 3.0 based booklet creation for in-line saddle stapling and off line finishing.

20 Amps Line Conditioner

Bidding On:

Manufacturer: _____

Make: _____

Model: _____

Place of Origin: _____

Date of Delivery: _____

Invitation for Multi-Step Bid No.: GSA-084-09

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

SPECIAL PROVISIONS

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

Delivery:

Initial delivery schedule shall be 30 days upon receipt of purchase order.

Contract Period:

The term of this contract is for a period of one (1) year on an as needed basis upon availability of funds

Additional Requirement:

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

ETHICAL STANDARDS AFFIDAVIT

AFFIDAVIT

(Bidder)

TERRITORY OF GUAM)
)
HAGATNA, GUAM)

SS.

_____, being first duly sworn, deposes and says:

That I am (the Sole Proprietor, a Partner or Officer of the bidder)

The _____ making the foregoing Proposal, that neither he or nor of the bidder officers, representatives, agents, subcontractors, or employees of the bidder have knowingly influenced any government of Guam employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article 11, and promises that neither he nor any officer, representative, agent, subcontractor, or employee of bidder will knowingly influence any government of Guam employee to breach any ethical standard set for in 5 GCA Chapter 5 Article 11.

Signature of individual if Proposer is a sole Proprietorship;
Partner, if the Bidder is a Partnership;
Officer, if the Proposer is a Corporation.

SUBSCRIBED AND SWORN to before me this ____ day of _____, 20____

Notary Public
In and for the Territory of Guam
My Commission Expires:

Felix P. Camacho

GENERAL SERVICES AGENCY

Michael W. Cruz, M.D.

Governor



(Ahensian Setbision Hinirat)
Government of Guam

Lt. Governor

148 Route 1, Marine Drive Piti Guam 96915

Lourdes M. Perez
Director, Dept. of Administration

Joseph C. Manibusan
Deputy Director

Special Provisions

MULTI-STEP BID NO.: GSA-084-09

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

FORM COMPLIANCE WITH U.S.D.O.L. WAGE DETERMINATION, that the party making the foregoing price quotation, that such price is genuine and that said company agrees, that they are fully aware and is in compliance with Title 5 G.C.A. Chapter 5 §5801 & §5802 Wage Determination, and that the attached is the most recent issued by U.S.D.O.L. for the positions required to implement the required services as per specifications on Multi-Step Bid No.: GSA-084-09 09 for 60 Month Lease Agreement Inclusive of Equipments, Services, Related Consumables and Software Solutions for a Digital Multifunctional System.

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

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

RESTRICTION AGAINST SEX OFFENDERS EMPLOYED BY SERVICE PROVIDERS TO GOVERNMENT OF GUAM FROM WORKING ON GOVERNMENT PROPERTY.

If a contract for services is awarded to the bidder or offeror, then the service provider must warranty that no person in its employment who has been convicted of a sex offense under the provisions of chapter 25 of Title 9 of Guam code Annotated or of an offense defined in Article 2 of chapter 28 of Title 9 of the Guam Code annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry, shall provide services on behalf of the service provider while on government of Guam property, with the exception of public highways. If any employee of a service provider is providing services on government property and is convicted subsequent to an award of a contract, then the service provider warrants that it will notify the Government of the conviction within twenty-four (24) hours of the conviction, and will immediately remove such convicted person from providing services on government property. If the service provider is found to be in violation of any of the provisions of this paragraph, then the government will give notice to the service provider to take corrective action. The service provider shall take corrective action within twenty-four (24) hours of notice from the Government, and the service provider shall notify the Government when action has been taken. If the service providers fail to take corrective steps within twenty-four (24) hours of notice from the Government, then the Government in its sole discretion may suspend temporarily and contract for services until corrective action has been taken.

Signature of Bidder Date

Proposer, if an individual;
Partner, if a partnership;
Officer, if a corporation.

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

Notary Public

**SPECIAL PROVISION
FOR
MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT**

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

Excerpt from P.L. 18-44

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

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

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

GOVERNMENT OF GUAM

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

BID BOND
NO. _____

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

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

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

Signed and sealed this _____ day of _____ 20_____.

(PRINCIPAL) (SEAL)

(WITNESS)

(TITLE)

(MAJOR OFFICER OF SURETY)

(MAJOR OFFICER OF SURETY)

(TITLE)

(TITLE)

(RESIDENT GENERAL AGENT)

SEE INSTRUCTIONS IN BACK PAGE FOR SUPPORTING DOCUMENTS REQUIRED.

GOVERNMENT OF GUAM

GENERAL TERMS AND CONDITIONS

SEALED BID SOLICITATION AND AWARD

Only those Boxes checked below are applicable to this bid.

1. **AUTHORITY:** This solicitation is issued subject to all the provision of the Guam Procurement Act (5GCA, Chapter 5) and the Guam Procurement Regulations (copies of both are available at the Office of the Complier of laws, Department of Law, copies available for inspection at General Services Agency). It requires all parties involved in the Preparation, negotiation, performance, or administration of contracts to act in good faith.
2. **GENERAL INTENTION:** Unless otherwise specified, it is the declared and acknowledged intention and meaning of these General Terms and conditions for the bidder to provide the Government of Guam (Government) with specified services or with materials, supplies or equipment completely assembled and ready for use.
3. **TAXES:** Bidders are cautioned that they are subject to Guam Income Taxes as well as all other taxes on Guam Transactions. Specific information on taxes may be obtained from the Director of Revenue and Taxation.
4. **LICENSING:** Bidders are cautioned that the Government will not consider for award any offer submitted by a bidder who has not complied with the Guam Licensing Law. Specific information on licenses may be obtained from the Director of Revenue and Taxation.
5. **LOCAL PROCUREMENT PREFERENCE:** All procurement of supplies and services where possible, will be made from among businesses licensed to do business on Guam in accordance with section 5008 of the Guam Procurement Act (5GCA, Chapter 5) and Section 1-104 of the Guam Procurement Regulations.
6. **COMPLIANCE WITH SPECIFICATIONS AND OTHER SOLICITATION REQUIREMENTS:** Bidders shall comply with all specifications and other requirements of the Solicitation.
7. **"ALL OR NONE" BIDS:** Unless otherwise allowed under this Solicitation. "all or none" bids may be deemed to be non-responsive. If the bid is so limited, the Government may reject part of such proposal and award on the remainder.
- NOTE:** By checking this item, the Government is requesting all of the bid items to be bided or none at all. **The Government will not award on an itemized basis.** Reference: Section 3-101.06 of the Guam Procurement Regulations.
8. **INDEPENDENT PRICE DETERMINATION:** The bidder, upon signing the Invitation for Bid, certifies that the prices in his bid were derived at without collusion, and acknowledge that collusion and anti-competitive practices are prohibited by law. Violations will be subject to the provision of Section 5651 of that of the Guam Procurement Act. Other existing civil, criminal or administrative remedies are not impaired and may be in addition to the remedies in Section 5651 of the Government code.
9. **BIDDER'S PRICE:** The Government will consider not more than two (2) (Basic and Alternate) item prices and the bidder shall explain fully each price if supplies, materials, equipment, and/or specified services offered comply with specifications and the products origin. Where basic or alternate bid meets the minimum required specification, cost and other factors will be considered. Failure to explain this requirement will result in rejection of the bid.
10. **BID ENVELOPE:** Envelope shall be sealed and marked with the bidder's name, Bid number, time, date and place of Bid Opening.
11. **BID GUARANTEE REQUIREMENT:** Bidder is required to submit a Bid Guarantee Bond or standby irrevocable Letter of Credit or Certified Check or Cashier's Check in the same bid envelope to be held by the Government pending award. The Bid Guarantee Bond, Letter of Credit, Certified Check or Cashier's Check must be issued by any local surety or banking institution licensed to do business on Guam and made payable to the Treasure of Guam in the amount of fifteen percent (15%) of his highest total bid offer. The Bid Bond must be submitted on Government Standard Form BB-1 (copy enclosed). Personal Checks will not be accepted as Bid Guarantee. If a successful Bidder (contractor) withdraws from the bid or fails to enter into contract within the prescribed time, such Bid guarantee will be forfeited to the Government of Guam. Bids will be disqualified if not accompanied by Bid Bond, Letter of Credit, Certified Check or Cashier's check. Bidder must include in his/her bid, valid copies of a Power of Attorney from the Surety and a Certificate of Authority from the Government of Guam to show proof that the surety company named on the bond instrument is authorized by the Government of Guam and qualified to do business on Guam. For detailed information on bonding matters, contact the Department of Revenue and Taxation. Failure to submit a valid Power of Attorney and Certificate of Authority on the surety is cause for rejection of bid. (GPR Section 3-202.03.3) Pursuant to Public Law 27-127, all competitive sealed bidding for the procurement of supplies or services exceeding \$25,000.00 a 15% Bid Security of the total bid price must accompany the bid package.
12. **PERFORMANCE GUARANTEE:** Bidders who are awarded a contract under this solicitation, guarantee that goods will be delivered or required services performed within the time specified. Failure to perform the contract in a satisfactory manner may be cause for suspension or debarment from doing business with the Government and to enforce Section 23 of these General Terms and Conditions. In addition, the Government will hold the Vendor liable and will enforce the requirements as set forth in Section 41 of these General Terms and Conditions.
13. **SURETY BONDS:** Bid and Performance Bonds coverage must be signed or countersigned in Guam by a foreign or alien surety's resident general agent. The surety must be an Insurance Company, authorized by the government of Guam and qualified to do business in Guam. Bids will be disqualified if the Surety Company does not have a valid Certificate of Authority from the Government of Guam to conduct business in Guam.
14. **COMPETENCY OF BIDDERS:** Bids will be considered only from the such bidders who, in the opinion of the Government, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.
15. **DETERMINATION OF RESPONSIBILITY OF BIDDERS:** The Chief Procurement Officer reserves the right for securing from bidders information to determine whether or not they are responsible and to inspect plant site, place of business; and supplies and services as necessary to determine their responsibility in accordance with Section 15 of these General Terms and Conditions (GPR Section 3-401).

30. **GUARANTEE:**

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

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

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

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

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

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

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

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

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

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

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

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

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

39. **JUSTIFICATION OF DELAY:** Bidders who are awarded contracts under this Solicitation, guarantee that the goods will be delivered to their destination or required services rendered within the time specified. If the bidder is not able to meet the specified delivery date, he is required to notify the Chief Procurement Officer of such delay. Notification shall be in writing and shall be received by the Chief Procurement Officer at least twenty-four (24) hours before the specified delivery date. Notification of delay shall include an explanation of the causes and reasons for the delay including statement(s) from supplier or shipping company causing the delay. The Government reserves the right to reject delay justification if, in the opinion of the Chief Procurement Officer, such justification is not adequate.

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

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

GOVERNMENT OF GUAM

SEALED BID SOLICITATION INSTRUCTIONS

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

JOHN THOS. BROWN

ATTORNEY AT LAW *

GENERAL COUNSEL

Jones & Guerrero Co. Inc. (Guam, USA)
Its divisions, subsidiaries and affiliates[†]

J&G Corporate Office
545 Chalan Machaute, (Rte 8 @ Biang St.), Maite, Guam 96910

Telephone: +1-671-477-7293

Fax: +1-671-472-6153

email: jngo@ozemail.com.au

Mobile/Cell phone: +1-671-483-5960

POSTAL: GPO Box 7, Hagåtña, Guam 96932

28 August, 2009

Ms. Claudia S. Acfalle, Chief Procurement Officer
Guam General Services Agency
Department of Administration, Government of Guam
148 Route 1 Marine Drive
Piti, Guam 96925

RE: PROCUREMENT PROTEST
Multi-Step Bid No. GSA-084-09

RECEIVED
20 08 28 2009
MUNICIPALITY OF GUAM

Dear Ms. Acfalle,

IBSS (Island Business Systems and Supplies), is a division of Town House Department Stores, Inc., a J&G affiliate, a locally owned and operated Canon imaging products representative, offering multifunction copier products and services. IBSS is a potential bidder under the referenced bid, and hereby protests the bid for the reasons below.

FIRST:

The specifications are deficient in that they fail to include critical information required by Procurement Law, 5 GCA § 5267:

“The specifications contained in any invitation for bids or request for proposals, and any amendment thereto, for the procurement of supplies shall identify the person responsible for drafting the specifications and any persons, technical literature or manufacturer’s brochures relied upon by the responsible person in drafting the specifications.”

* Admitted to Practice: California, Guam and Commonwealth of Northern Mariana Islands, USA [Inactive in NSW, Australia]*

† Micronesian Brokers, Inc. (Guam and CNMI)/Town House Department Stores, Inc. (Guam)/J&G Distributors/Aquarius Beach Towers, (Saipan, CNMI)/Livno Holdings PTY LTD (A.C.N. 003 585 331)/Townhouse, Inc. (Saipan, CNMI)/ IBSS (Guam and Saipan)

The importance of this requirement is underscored by other provisions of the Procurement Law:

§ 5249. Record Of Procurement Actions.

Each procurement officer shall maintain a complete record of each procurement. The record shall include the following:

...

(d) brochures and submittals of potential vendors, manufacturers or contractors, and all drafts, signed and dated by the draftsman, and other papers or materials used in the development of specifications; ...

§ 5250. Certification of Record.

No procurement award shall be made *unless* the responsible procurement officer certifies *in writing under penalty of perjury* that he has maintained the record required by § 5249....

SECOND:

The evaluation criteria are improper and not allowed by relevant law and regulation.

The *evaluation criteria* consist only of four specific items, to be awarded on a subjectively determined points system:

- (1) ability to perform/general experience;
- (2) qualification/abilities of key members of services team;
- (3) ability to provide required equipment and software; and,
- (4) record of past performance.

There are detailed product specifications (perhaps too detailed as discussed below), but the only *evaluation criteria* are as specified above, without reference to the product specifications.

“The invitation for Bids shall set forth any *evaluation criterion* to be used in determining product acceptability.... Any bidder’s offering which does not meet the acceptability requirements shall be rejected as **nonresponsive**.” (2 GAR § 3109(n)(3).)

“Only *objectively measurable* criteria which are set forth in the Invitation for Bids shall be applied in determining the lowest bidder.” (2 GAR § 3109(n)(4).)

The improper evaluation criteria of this IFB only address issues of bidder *responsibility*¹, and it is only such criteria upon which this bid is to be evaluated. These criteria parallel almost verbatim the factors of responsibility set out in Guam law, much like the factors examined in the Decision in *In the Appeal of J&G Construction*, OPA-PA-07-005, December 12, 2008.

Bids are not meant to be evaluated for bidder responsibility; they are meant to be evaluated for bid *responsiveness*. (2 GAR §§ 3109(n)(1) and (2).)

“Subject matter dealing with bidder responsibility cannot be metamorphosed into an issue of responsiveness” (*J&G Construction, supra*, p. 12.)

"It is improper to use responsibility-related factors or subfactors if the evaluation is merely to determine acceptability of a proposal." (*Competitive Negotiation*, Second Edition, Ralph C. Nash, Jr., John Cibinic, Jr., and Karen R. O'Brien, The George Washington University, Law School Government Contracts Program, p. 271.)

Neither is determination of bidder responsibility to be determined by the bid envelope submissions. (5 GCA § 5230(a); 2 GAR §§ 3109(n)(2), 3116; *J&G Construction, supra*.)

THIRD:

It is improper to use the multi-step bid process for this type of solicitation.

Multi-step sealed bidding (2 GAR §3109(r)) is not interchangeable with competitive sealed bidding, which is the preferred method for the procurement of supplies (2 GAR §3109(b)).

¹ 2 GAR § 3116(b)(2): Factors to be considered in determining whether the standard of responsibility has been met include whether a prospective contractor has:

- (i) available the appropriate financial, **material, equipment**, facility, and **personnel resources and expertise, or the ability** to obtain them, necessary to indicate its capability to meet all contractual requirements;
- (ii) a satisfactory **record of performance**;

The multi-step method is a hybrid² between competitive sealed bidding, which is preferred, and competitive sealed proposals, which generally have no place in the Guam Procurement Law³, except when procuring professional services⁴.

The fact that the multi-step method includes a component of a method that the legislature has repealed implies that the condition placed on the use of the multi-step method ought to be strictly applied.

And there *is* a condition placed on the use of the multi-step method which precludes its use in this case. It can only be used “when it is not practical to prepare initially a definitive purchase description...” (2 GAR §3109(r)(2).) “Purchase description”, simply defined (see 2 GAR §1106(26)), means “the words used in a solicitation to describe the supplies”. 2 GAR §4101(4) says, “[u]nless the context requires otherwise, the terms *specification* and *purchase description* are used interchangeably throughout these Regulations”.

In this case, the product specifications have already been meticulously described, therefore, the condition that “it is not practical to prepare initially a definitive purchase description” is not met.

Moreover, GovGuam agencies have for years used, and continue to use, the competitive sealed bidding process to procure leased copiers, clearly evidencing that it is a practical way to provide definitive purchase descriptions for such items. Bear in mind, these products are commercially standard products available in typical lease arrangements in the market generally, and that is all that is being sought here.

This solicitation is for off-the-shelf equipment⁵, available for routine purchase off the Federal Supply Schedule, as suggested by the Note specified in the IFB.

² 2 GAR §3109(r)(1): Multi-step sealed bidding “is designed to obtain the benefits of competitive sealed bidding by award of a contract to the lowest responsive, responsible bidder, and at the same time obtained (sic) the benefits of the competitive sealed proposals procedure through the solicitation of technical offers and the conduct of discussions to evaluate and determine the acceptability of technical offers”.

³ Competitive sealed proposals were allowed under the original enactment of the Guam Procurement Act in PL 16-124, but the statutory authority for that method was repealed in 1985 by PL 18-8:8. See, Note to 5 GCA §5210.

⁴ See, 5 GCA §5216.

⁵ See definitions of “commercial item” and “commercially off-the-shelf item (COTS)” in the Federal Acquisition Regulations, Subpart 2.101.

The products sought here are not specialized gantry cranes (see, e.g., Appellant's Comments on Agency Report, *In the Appeal of Far East Equipment Company, LLC*, OPA-PA-06-002). Even the software component is "canned", standardized software that comes with the equipment; it is not expected that the vendor will *specialy develop* software for the application (compare, e.g., Tennessee Dept. Of General Services, Multi-step sealed bidding, <http://www.tennessee.gov/generalserv/purchasing/sealedbidprocess.html> :

"The use of a multi-step sealed bidding process is required in the acquisition of departmental computer systems involving the purchase of hardware and *the development* of application software. The multi-step sealed bidding process may also be used ... for the procurement of other products and services, *when it is not practical to prepare initially definitive specifications* which will be suitable to permit an award based on price."

Plain vanilla, straight forward, competitive sealed bidding, the preferred method of source selection, must be used, not the circumscribed multi-step method.

FOURTH:

The IFB specifies it is an indefinite quantity/multiple award bid, yet the specifications appear to be for definite quantities. It contemplates, moreover, that other agencies may piggy-back on this bid, effectively creating a blanket purchase order and exceeding the dollar limitation and other requirements for blanket purchase agreements (2 GAR § 3112.1).

These specifications also fail to contain the minimum, maximum recommendations specified in the regulations (2 GAR §3119(i)(2)), and will not promote competition as contemplated by the policies and requirements of the procurement law and regulations:

"[O]ne of the primary purposes of the procurement code is to maximize to the fullest extent practicable the purchasing value of public funds.. 5 G.C.A. §5001(b)(5). Here, GSA could improve the purchasing value for these ads by specifying at least a minium.... Further, future procurements for these ads will benefit by not using an indefinite quantify [sic; "quantity"] contract...." (*In the Appeal of Guam Publications, Inc.*, OPA-PA-08-007, September 5, 2008, p 12.)

IBSS also requests the determination of the CPO indicating the rationale for

using the indefinite quantity contract and the reasons why another contract form will not suffice, as required by 2 GAR §3119(i)(2).

FIFTH:

The bare “Note” that the Federal Supply Schedule “will be considered in the evaluation of this” bid is insufficient to provide fair notice to bidders of GSA’s intent, and is inconsistent with the multi-step bid process in any event. Is GSA contemplating “bidding in” certain products, or not?

The multi-step procedure contemplates “the conduct of discussions to evaluate and determine the acceptability of technical offers”. (2 GAR § 3109(r)(2); see also § 3109(t)(5).) The Supply Schedule purchases, on the other hand, can only be made by placing “an order directly with the contractor in accordance with the terms and conditions of the pricelists”. (FAR Subpart 8.406-1.) This makes a Supply Schedule purchase more applicable to the competitive sealed bid process, where specifications are fixed at the outset, than the flexible multi-step process.

Further, there is insufficient guidance to prospective bidders as to how the Schedule “will be considered”, and what they are up against. This opaque statement runs counter to the policies of Procurement Law regarding fairness and the maximization of competition. As a matter of fairness to all bidders, if GSA is contemplating purchasing from the FSSP, it should nominate the products and contractors it is “considering” from the Schedule.

SIXTH:

The specifications in the IFB are internally inconsistent (sometimes indicating a specific performance feature or function, but other times allowing “up to” or other range), but consistently evidence a pattern of simply copying the specifications of the incumbent machine or the “upgrade” model. This pattern appears to exist in terms of both Xerox and Canon brand products. The belief that this has occurred could be substantiated if GSA had complied with the requirements mentioned in the First argument above.

Specifications should, however, be more generic than that, and not parrot proprietary supply items. (2 GAR § 4106(a).) Purchase specifications should not specify a product having features which are peculiar to the products of one manufacturer (5 GCA § 5268(b)). More generic specifications not tied to any particular brand have the effect of maximizing the number of potential bidders

and, therefore, competition, as is the policy of the procurement regulations (2 GAR § 4102(a)(1)). Specifications are not supposed to be unduly restrictive (2 GAR § 4106). Specifications are not meant to be arbitrarily specific, only including “the essential physical characteristics and functions required to meet the Territory’s minimum needs” (5 GCA § 5268(a)).

It does not appear to prejudice the Government when specifications are more broadly written, given IBSS’ experience with the substantial GPA IFB conducted last year. IBSS has prepared a table of item by item bid specifications and corresponding requested changes that would go some way to rectifying the restrictive nature of the specifications, included herewith.

IBSS and I will be happy to meet with you or your representatives to discuss any way this matter might be resolved, as contemplated in 5 GCA §5425(b).

Respectfully submitted,

A handwritten signature in black ink, appearing to read "John Phos. Brown", written over a vertical line.

John Phos. Brown
General Counsel
for IBSS

GSA- 084-09

Item #	Bid Specification	IBSS' requested change
1.1	Rated Speed of 45 prints or copies per minute 16 to 53 lb. Paper Weights 384MB Memory and a 40GB Hard Drive No Monthly Allowance Specifications for Xerox WCP4150XF	Rated Speed of 25-45 prints or copies/min. Up to 53 lb. Paper Weights Up to 384MB Memory and 40GB Hard Drive
2.1	No Monthly Volume Allowance	
3.1	36 Prints/copies per minute B/W No Color Monthly Allowance	Up to 36 Prints/copies per minute B/W
4.1	No comments	
5.1	65 Prints/copies per minute in Black and White Specifications for Xerox WC7675 7,500 B/W- 600Color or 5,000 Black- 1,000 Color	Up to 65 Prints/copies per minute B/W Which allowance?
6.1	65 Prints/copies per minute in Black and White Specifications for Xerox WC7675 C Folding Survey Analysis software with one year Maint.	Up to 65 Prints/copies per minute B/W Optional C Folding Please elaborate
7.1	50 Prints/copies per minute in B/W 50 Prints/copies per minute in B/W	Up to 50 Prints/copies per minute in B/W Recommend 30cpm due to 3,000 allowance
8.1	50 Prints/copies per minute Color Specifications for WC 7665	Up to 50 Prints/copies per minute Color
9.1	55 Prints/copies per minute B/W	Recommend 25cpm since allowance is only 500 Black/White Prints
10.1	36 Prints/copies per minute B/W	Up to 36 Prints/copies per minute B/W
11.1	65 Prints/copies per minute B/W Specifications for Xerox WC 7665 7,500B/W-600Color allowance	Up to 65 Prints/copies per minute B/W Speed of proposed copier is too much
12.1	75ppm Black/White prints Specifications for Xerox WC7675 7000 Black/White prints- 1000 Color Prints C Folding	Up to 75ppm Black/White prints Speed of proposed copier is too much Optional C Folding
13.1	65ppm (black/white)	Up to 65ppm (black/white)

Specifications for Xerox WC7665
4000 Black/White prints- 2000 Color Prints

Speed of proposed copier is too much

14.1a Print Speed of 110 prints/copies per minute

Print Speed of up to 110 prints/copies per minute

250 Page Automatic Duplexing Document feeder

Up to 250 Page Automatic Duplexing Document feeder

Color Scanning

Optional Color Scanning

Specifications of Xerox 4112

Existing equipment- Xerox WCP35HC

No Monthly Allowance

14.1b 40 prints/copies per minute in Black
75 Page Automatic Duplexing Document Feeder

Up to 40 prints/copies per minute in Black
Up to 75 Page Automatic Duplexing Document Feeder

Specifications for Xerox WC7242

No monthly allowance

16.1 77ppm Black/White
60ppm Color
2400 x 2400 dpi

Up to 77ppm Black/White
Up to 60ppm Color
Up to 2400 x 2400 dpi

JOHN THOS. BROWN
ATTORNEY AT LAW *

GENERAL COUNSEL

Jones & Guerrero Co. Inc. (Guam, USA)
Its divisions, subsidiaries and affiliates†

J&G Corporate Office
545 Chalan Machaute, (Rte 8 @ Biang St.), Maite, Guam 96910

Telephone: +1-671-477-7293

Fax: +1-671-472-6153

email: jngo@ozemail.com.au

Mobile/Cell phone: +1-671-483-5960

POSTAL: GPO Box 7, Hagåtña, Guam 96932

17 September, 2009

Ms. Claudia S. Acfalle, Chief Procurement Officer
Guam General Services Agency
Department of Administration, Government of Guam
148 Route 1 Marine Drive
Piti, Guam 96925

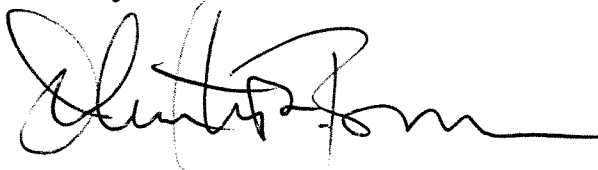
RE: PROCUREMENT PROTEST filed 28 August, 2009
Multi-Step Bid No. GSA-084-09

Dear Ms. Acfalle,

This is just a reminder that the above protest is still pending. The meeting with IBSS which your office scheduled for September 2nd was cancelled. I appreciate that you have had a lot land on your plate of late, but we should try to attend to this protest also.

IBSS and I remain happy to meet with you or your representatives to discuss any way this matter might be mutually resolved, as contemplated in 5 GCA §5425(b).

Respectfully submitted,



John Thos. Brown
General Counsel
for IBSS

* Admitted to Practice: California, Guam and Commonwealth of Northern Mariana Islands, USA [Inactive in NSW, Australia]*

† Micronesian Brokers, Inc. (Guam and CNMI)/Town House Department Stores, Inc. (Guam)/J&G Distributors/Aquarius Beach Towers, (Saipan, CNMI)/Livno Holdings PTY LTD (A.C.N. 003 585 331)/Townhouse, Inc. (Saipan, CNMI)/ IBSS (Guam and Saipan)

JOHN THOS. BROWN
ATTORNEY AT LAW *

GENERAL COUNSEL
Jones & Guerrero Co. Inc. (Guam, USA)
Its divisions, subsidiaries and affiliates†
J&G Corporate Office
545 Chalan Machaute, (Rte 8 @ Biang St.), Maite, Guam 96910

Telephone: +1-671-477-7293
Fax: +1-671-472-6153
email: jngo@ozemail.com.au
Mobile/Cell phone: +1-671-483-5960
POSTAL: GPO Box 7, Hagåtña, Guam 96932

9 October, 2009

Ms. Claudia S. Acfalle, Chief Procurement Officer
Guam General Services Agency
Department of Administration, Government of Guam
148 Route 1 Marine Drive
Piti, Guam 96925

RE: PROCUREMENT PROTEST filed 28 August, 2009
Multi-Step Bid No. GSA-084-09

Dear Ms. Acfalle,

This is a second reminder that the above protest is still pending. Your office scheduled a meeting for me with you on September 2nd, which was cancelled on the morning of the meeting.

I sent you a reminder of the urgency and pendency of this matter on September 17th.

Your failure to respond or communicate will leave me with no alternative but to seek the assistance of the OPA to compel a decision on the protest.

Meantime, please confirm that you have stayed the solicitation pending final resolution.

Respectfully submitted,



John Thos. Brown
General Counsel
for IBSS

* Admitted to Practice: California, Guam and Commonwealth of Northern Mariana Islands, USA [Inactive in NSW, Australia]*
† Micronesia Brokers, Inc. (Guam and CNMI)/Town House Department Stores, Inc. (Guam)/J&G Distributors/Aquarius Beach Towers, (Saipan, CNMI)/Livno Holdings PTY LTD (A.C.N. 003 585 331)/Townhouse, Inc. (Saipan, CNMI)/ IBSS (Guam and Saipan)

Delivered-To: jngo@ozemail.com.au
X-IronPort-Anti-Spam-Filtered: true
X-IronPort-Anti-Spam-Result:
AkEBAKdc0krRVdirKGs2JhbACCJy2XeT8BAQEBCQkMBxMDrHYIjTCCRQiBYASEXA
X-IronPort-AV: E=Sophos;i="4.44,544,1249228800";
d="scan'208";a="591880921"
Date: Sun, 11 Oct 2009 22:33:47 -0700
Subject: Re: IBSS Copier Service for DOC
From: Joseph Mesa <joseph.mesa@doc.guam.gov>
To: Frank Cruz <fcruz@ibssguam.com>
Cc: Ed Tumamak <etumamak@ibssguam.com>, John Concepcion
<john.concepcion@doc.guam.gov>,
Jessie Tupaz <jessie.tupaz@doc.guam.gov>, Raul Delvalle
<rdelvalle@ibssguam.com>,
"John Thos. Brown" <jngo@ozemail.com.au>

Sorry Frank,

I do not have a copy of the original other than a print screen of what's showing in the AS400. My telephone conversation with Anita over the weekend led me to believe that it's on hold down at GSA.

Joe

On Sun, Oct 11, 2009 at 10:14 PM, Frank Cruz <fcruz@ibssguam.com> wrote:

Joe,

We will process the documents for the pick-up of the iR 3300, Serial #MPH02784, at Casework & Counseling Division. As soon as the schedule is set for pick-up, we will advise you.

Any progress on our request for a copy of the purchase order(s) for the new copiers?

Frank C. Cruz

Account Executive

From: Joseph Mesa [mailto:joseph.mesa@doc.guam.gov]
Sent: Monday, October 12, 2009 3:04 PM
To: Frank Cruz
Cc: Ed Tumamak; John Concepcion; Jessie Tupaz; Raul Delvalle
Subject: Re: IBSS Copier Service for DOC

Frank,

I accidentally forgot to include the copier at Case Work for pick up. Some "technical issues" came up recently from GSA regarding the decision to replace the two copiers. As it stands everything is on hold and we're not to proceed with the p/o to replace the copiers at director's office and ACF main operations area. The other two though still needs to be removed based on the department's FY2010 cost cutting measures.

Joe

On Sun, Oct 11, 2009 at 8:53 PM, Frank Cruz <fcruz@ibssquam.com> wrote:

Hafa Adai Joe,

The monthly rental charges are noted below:

Model Number	Serial Number	Monthly Charge
iR 5000	NRF06876	
\$670.00		
iR 3300	MPH09212	\$298.00
iR 3300	MPH02784	\$298.00

We are preparing the documents for the pick-up of the iR 3300, Serial #MOH07804, at the Community Corrections Center. As soon as the date is set for the pick-up, we will advise you.

Additionally, when can we receive a copy of the purchase order(s) for the lease of the two (2) new copiers?

Your prompt response will be greatly appreciated.

Frank C. Cruz

Account Executive

From: Joseph Mesa [mailto:joseph.mesa@doc.guam.gov]
Sent: Saturday, October 10, 2009 5:00 PM

To: Frank Cruz
Cc: Ed Tumamak; John Concepcion; Jessie Tupaz

Subject: Re: IBSS Copier Service for DOC

Frank

I am requesting for your support in holding back on removing the machines with the exception of the one located at Triple C. I was advised today by GSA to contact you regarding this. Pls let me know if this is going to be an issue with you and your company.

Could you pls provide me a quote for the monthly use of these units and the date/time the unit will be removed from Triple C?

Joe

On Thu, Oct 8, 2009 at 10:50 PM, Frank Cruz <fcruz@ibssquam.com> wrote:

Hafa Adai Joe,

As requested, we will prepare the paperwork for the pick-up and advise you when a schedule has been made.

Can you furnish a copy of the purchase order(s) for the new lease?

Your prompt response will be greatly appreciated.

Frank C. Cruz

Account Executive

From: Joseph Mesa [mailto:joseph.mesa@doc.quam.gov]
Sent: Friday, October 09, 2009 2:16 PM
To: Frank Cruz
Cc: Ed Tumamak; John Concepcion; Jessie Tupaz
Subject: IBSS Copier Service for DOC

Frank,

Buenas yan hafa adai!

With reference to our copier lease program, we would appreciate your support and assistance in removing the copiers from our locations.

A request went in last fiscal year for a new lease and the p/o we recently received went to another vendor.

Let me know pls how soon, date and time, you're able to secure these units.

My contact number is 734-3918.

Joe

--

Joseph M. Mesa
Property Mgmt Officer
734-3918/473-7026

--

Joseph M. Mesa
Property Mgmt Officer
734-3918/473-7026

--

Joseph M. Mesa
Property Mgmt Officer
734-3918/473-7026