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OFFICE OF PUBLIC ACCOUNTABILITY
PROCUREMENT APPEALS

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IN THE OFFICE OF PUBLIC ACCOUNTABILITY
PROCUREMENT PETITION

IN THE PETITION OF
TOWNHOUSE DEPARTMENT STORES,
INC. dba ISLAND BUSINESS SYSTEMS &
SUPPLIES,

Appellant.

DOCKET NO. OPA-PA-11-002

INTERESTED PARTY XEROX CORPORATION'S COMMENTS

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APPENDIX

EXHIBIT X1

I. INTRODUCTION

Appellant IBSS' protest over the language, award and performance of DOE IFB 022-2010 ("IFB22") is fundamentally untimely and unfounded on all grounds. IFB22 solicits the lease of multifunction copier/printer/scanner/fax units, and specifies that the quantities of such units may be modified throughout the term of the 5-year lease.

First, IBSS challenges the language of the IFB allowing such increments, but brings its challenge in the post-award stage, and months after DOE issued the IFB. Since this is a protest as to the terms of the IFB, the timeframe to protest such terms starts at the issuance of the IFB. IBSS' delay in challenging the IFB's terms until after the award, and more than 14 days after the issuance of the IFB, deems its protest untimely.

Second, even if its protest on DOE's ability to increase quantities is timely, DOE's act in increasing the quantities of multifunction machines falls within the scope of IFB22. A reasonable bidder, which IBSS apparently was not, would have anticipated based on at least five express sections of IFB22, that DOE foresaw increasing and even decreasing the solicited quantities of machines based on its evolving needs. The increased quantities were within the scope of DOE's solicitation, rendering IBSS' protest unfounded.

Third, IBSS baselessly claims that Xerox Corporation engaged in improper practices with respect to DOE's act in increasing the quantity of machines. Xerox has in no way forced DOE to increase the solicited quantities. Through a detailed equipment installation plan, which Xerox formulated after examining physical space availability, current comparable machine locations, existing electrical infrastructure, and each school's need for particular printing and scanning speeds, Xerox made recommendations on the installation of the 144 machines. Xerox recommended to DOE to increase the number of certain units and to decrease others. Xerox's actions have never been forced upon DOE, and have always been in an open and good faith

manner.

Finally, IBSS protests portions of Xerox's bid which remain confidential to this day. IBSS has missed its opportunity to seek disclosure of those documents, and thus, its protest is untimely.

Xerox asks that the OPA rule that IBSS' protest is untimely in its entirety, and that DOE has the capability to order increased quantities of copiers under IFB22.

II. BACKGROUND

A. IFB22 ISSUANCE AND AWARD

On September 10, 2010, DOE issued IFB22 to solicit the lease of multifunction copiers, printers, scanners, fax machines, software and support services for its schools for the next 60 months. Agency Rep., Ex. C, p. 21. Specifically, DOE solicited: (1) Five High Volume Multifunction Copier/Printer/Scanner Units; (2) 44 High Volume Multifunction Copier/Printer/Scanner Units (with Fax for three machines); (3) 47 Mid Volume Multifunction Copier/Printer/Scanner Units (with Fax for nine machines); (4) 48 Mid Volume Multifunction Copier/Printer/Scanner/Fax Units; (5) 94 Low Volume Multifunction Copier/Printer/Scanner/Fax Units; (6) 100 seats of compatible software for working with scanned images; (7) Network Device Management Software for monitoring networked devices and printers; and (8) other optional overages and optional device management services. Agency Rep., Ex. C, pp. 25-30.

From the start, DOE specified that it anticipated increasing the quantity of machines it was soliciting. First, IFB22 stated "GDOE will have at its discretion the ability to add additional equipment on to the proposed plan as needed based on the quoted Incremental Additional cost per month per item. The ability to add additional equipment will be in effect for the first three years of the proposed plan." Agency Rep., Ex. C, p. 23. Second, section 22 of the IFB also stated that "The government reserves the right to increase or decrease the quantity of the items

for award and make additional awards for the same type items and the vendor agrees to such modifications and additional awards based on the bid prices for a period of thirty (30) days after the original award." Agency Rep., Ex. C, p. 16.¹ Third, under every single Item of machines solicited, DOE sought a bid price for an "Option to add additional machines." See Agency Rep., Ex. C, pp. 25-30. Fourth, DOE anticipated that the machines were not to be static within the schools. Its objectives included "understand[ing] the usage of office equipment including volume and reliability," and "track[ing] and identify[ing] where and when equipment can be reassigned." Agency Rep., Ex. C, pp. 22. Fifth, DOE admitted that machines would vary in quantity "depend[ing] on school size." Agency Report, Ex. B2 (Amd. 4 dated Oct. 5, 2010) at p. 2. DOE provided an "anticipated breakdown" whereby elementary schools would receive one high volume, one mid volume, and one or two small volume units; middle schools would receive one high volume, one or two mid volume, and one to four small volume units; and high schools would receive two high volume, one to four mid volume, and one to four small volume units. Agency Report, Ex. B2 (Amd. 4 dated Oct. 5, 2010) at p. 2. Based on all five of these factors, DOE made it clear to bidders that they should expect a modification in quantities of all Items.

Both Xerox and IBSS submitted bids at the October 26, 2010 bid opening. Xerox submitted a lower bid on all items; IBSS did not submit a bid on Item 5.² See R., Ex. 7 (Abstract of Bidders). On October 29, 2010, DOE sent a bid status sheet to all bidders advising that the bid was recommended for award to Xerox on Items 1 through 4, 6, and 7. R., Ex. 7 (Bid Status). A few days later, DOE sent Xerox a Notice of Intent to Award.

¹ DOE later clarified to bidders that "Incremental Additions will be in effect for three years." Agency Rep., Ex. B2 (Amd. 4 dated Oct. 5, 2010), at p. 9.

² The units covered under Item 5 are at issue under DOE IFB 006-2010, which is before the OPA in OPA-PA-10-10, and also in a pending protest filed by Xerox with DOE. The issue in those matters is whether IBSS has offered copiers that meet DOE's specifications that the units track copies, faxes, scans and prints in both Windows and Mac operating systems. IBSS has never furnished proof that it complies with those specifications.

B. IFB22 IMPLEMENTATION

After issuing the Notice of Intent to Award, DOE contacted Xerox to discuss how to implement the installation of machines at the numerous schools and DOE administrative offices. DOE expressed that it did not know how to assign the various types of machines into the many schools and offices. Understanding that DOE sought recommendations on implementation of machines, Xerox submitted those recommendations by hand delivering to Taling Taitano, DOE's Superintendent of Finance, an "Equipment Recommendation Summary." The Summary detailed Xerox's suggestions as to which machines would be best utilized in which locations. *See* Ex. X1.³ The Summary, and the efforts made in compiling the summary the Summary, establishes that Xerox did not make its recommendations arbitrarily or out of thin air.

For example, Item 1 of IFB22 calls for five High Volume Multifunction Copier/Printer/Scanner Units which print 105 to 125 pages per minute in black, and have high capacity trays, booklet printing and scanning capabilities. DOE was unsure which schools or administrative locations would best be served by these five high volume units. In preparing its Equipment Recommendation Summary, Xerox assessed which schools and offices could accommodate and would benefit from having a physically large machine that worked with the largest volumes at the highest speeds. Xerox took into account physical space availability, current comparable machine locations, average past print volumes, the number of machines being replaced, existing machine speeds, existing electrical infrastructure, and the type of users who would use each machine. It also considered DOE's reduction in total machines by 15%: under the former copier contract, DOE had 280 machines, and under IFB22, reduced its total number of multifunction machines to around 237. Although there would be a reduction in the number of machines, it was expected that overall copy and print volume would not decrease but

³ For convenience and ease of reference, Xerox herein labels its exhibits as "X1," "X2," etc.

increase since all the new machines would be print capable as opposed to only some machines being print capable in the old fleet. The end result would be that solicited machines needed to work harder and generally be more robust.

For Item 1, Xerox proposed the Xerox 4112. In its Equipment Recommendation Summary, knowing that DOE had the express option to add additional machines to each Item, Xerox specified 14 locations where it could place the 4112, such as the Main/Front Office of Astumbo Elementary School, the Main Office at F.B. Leon Guerrero Middle School, DOE's Personnel Department, and the Southern High School Copy Room. Ex. X1. Xerox assessed that these 14 particular locations could accommodate a machine the size of the Xerox 4112, meet its electrical requirements, had a prior comparable machine, and based on past usage, would benefit most from the 4112.

Using similar criteria, Xerox made further recommendations with respect to all other Items, as shown on the Equipment Recommendation Summary. For Item 2, which calls for 44 high volume multifunction copiers with color printing, scanning, and fax in some machines, Xerox assessed that 57 specific locations could best utilize the solicited machine. For Item 3, which calls for 47 mid volume copiers with color printing, scanning, and fax in some machines, Xerox specified 45 locations that could best utilize the solicited machines. Finally, for Item 4, which calls for 48 mid volume copiers with slower speeds and capacity from the Item 3 machines, Xerox specified 33 locations that could best utilize the solicited machines.

In addition to the Equipment Recommendation Summary, Xerox emailed DOE a sample Purchase Order which incorporated the increased quantities that Xerox recommended. Supp. R., Ex. 3. Xerox expected DOE to analyze the Equipment Recommendation Summary and Sample Purchase Order and to reject or accept some or all of Xerox's recommendations. Xerox did not

receive any comment from DOE as to whether the recommendations were accepted or denied, and there were no further communications between Xerox and the agency until on or about November 17, 2010. On that date, Xerox received Purchase Order #201100024, which ordered the units that Xerox had recommended. In Xerox's view, DOE accepted its recommendations pursuant to its authorization to order increments and increased quantities. Xerox immediately placed the order for the machines, which have since been shipped to Guam.

IBSS filed its protest on December 16, 2010, and on the next day, DOE's legal counsel met with Xerox (who advised Xerox that it was unnecessary to have legal counsel present) to discuss how the quantities had been changed. DOE's notes of the December 17, 2010 meeting have been provided in the Record but do not fully explain what was discussed at that meeting. Xerox has attached its clarifications as an appendix to these Comments, and discusses them more fully in Section V of these Comments. Since the protest, installation of the additional quantities has been halted through multiple Stop Work Orders.

III. IBSS' PROTEST OVER INCREMENTS IS UNTIMELY

IBSS' protest and appeal complain largely over the meaning of the various provisions permitting incremental changes. IBSS complains at length that the Incremental Additions clause gave DOE an option to "purchase,"⁴ but did not meet the requirements of an indefinite quantity contract. IBSS claims there was uncertainty as to the essential quantity term, in violation of contract law. IBSS declares that the Incremental Additions clause is nothing more than a sole source procurement arrangement. In other words, IBSS complains that the entire contract should be terminated because the language of the IFB should not have allowed DOE to order additional machines.

IBSS' complaints over the terms of the IFB are untimely. In particular, if IBSS believed

⁴ IBSS incorrectly describes the contract as a purchase, when it is in fact a lease.

DOE was legally prohibited from increasing quantities, it should have protested within 14 days from the moment the IFB was issued. 2 GAR Div. 4 § 9101(b). The IFB, issued on September 10, 2010, advised bidders on more than one occasion that incremental additions could be made. If IBSS wished to protest any of the quantity modification clauses, it had until September 24, 2010, to protest. IBSS failed to do so and thus, *any* complaint over the language, meaning, or interpretation of IFB22, must be denied as untimely.

IBSS may claim in response that it could only have protested after it found out from the Purchase Order that DOE increased the quantities. However, it is the language of the IFB that gives DOE the ability to add quantities. DOE's *act* in increasing quantities did not give IBSS any new right of action; it only confirmed DOE's express rights under the IFB. IBSS' challenge to DOE's act in increasing quantities is necessarily a protest on whether or not DOE had the contractual right to increase those quantities. IBSS knew of DOE's express rights on September 10, 2010. Any challenges to the language of the IFB or the rights of DOE to increase quantities therefore expired on September 24, 2010, and its December 16, 2010 protest is three months late.

IV. EVEN IF IBSS' PROTEST OVER INCREMENTS IS TIMELY, ITS PROTEST SHOULD BE DISMISSED BECAUSE DOE HAS THE AUTHORITY TO INCREASE QUANTITIES

A. THE ADDITIONAL QUANTITIES FALL WITHIN THE SCOPE OF IFB22

When a third party competitor such as IBSS protests a modification to a contract award, the proper test is whether the change falls within the scope of the competition. *Northrop Grumman Corp. v. U.S.*, 50 Fed. Cl. 443, 465 (2001). In other words, does the modified contract "materially depart from the scope of the contract as originally procured?" *Id.* **If reasonable potential bidders would have expected a modification to fall within the changes clause of the contract, such a modification will be found to be within the scope of the original**

procurement." *Id.* at 465, 468 (emphasis added).⁵ For example, if the original competition encompassed or anticipated a broad change, "a broader range of later modifications without further bid procedures" would be validated. *AT&T Communications, Inc. v. Wiltel, Inc.*, 1 F.3d 1201, 1205 (Fed. Cir. 1993).

The OPA must look to the *entire* original procurement, with emphasis on the language of the solicitation, when comparing the scope of the original contract to the scope of the modified contract. *Northrop Grunman Corp.*, 50 Fed. Cl. at 465-66. "Major changes in the amount of work will be held to be within the scope of a procurement when the bidders were warned of the possibility during the solicitation." *Id.*

In this case, the language of the solicitation could not have been clearer in warning bidders that additional quantities were allowed and to be expected. DOE alerted bidders at least five times: (a) paragraph 22 of the IFB ("The government reserves the right to increase or decrease the quantity of the items for award and made additional awards for the same type items"); (b) page 23 of the IFB ("**Incremental Additions:** GDOE will have at its discretion the ability to add additional equipment on to the proposed plan as needed based on the quoted Incremental Additional cost per month per item."); (c) within each specific Item of the IFB is mentioned "Option to add additional machines \$ _____"; (d) under its Objectives in which it specified the need "understand the usage of office equipment including volume and reliability" and to "track and identify where and when equipment can be reassigned"; and (e) in Clarifications specifying that machines would vary in quantity depending on school size, and in giving anticipated quantities per school.

IBSS does not engage in any meaningful discussion of whether it could have anticipated

⁵ This is also known as the "cardinal change" doctrine: a cardinal change occurs when the government effects a drastic alteration in the work that effectively requires the contractor to perform duties *materially different* from those originally bargained for.

the modifications, because within any meaningful discussion IBSS would have to admit that IFB22 tells bidders numerous times to expect increased quantities. IFB22 indubitably advises bidders that DOE had the ability to add increments, and that bidders should expect that for the first three years of the contract, quantities would vary based on need. All bidders including IBSS were warned not once, not twice, but five times that the quantities would vary from those originally specified. All reasonable bidders would have provided a price quotation with the expectation that they would be held to the per unit per item price, even as quantities increased or decreased.

IBSS argues that the quantities cannot be considered in good faith to be "incremental." IBSS focuses too narrowly on the Incremental Additions clause; the proper focus is whether, based on the *entire* procurement, a bidder would have expected the increased quantities to fall within the changes clause of the contract. As a preliminary consideration, IBSS knew that DOE was decreasing the total number of copiers at the school system by approximately 15%. DOE also made clear that it was attempting to "understand the usage and office equipment including volume" and to "track and identify when and where equipment can be reassigned." DOE also changed its ability to make changes from 30 days to 3 years, and then gave an "anticipated" breakdown of which schools would get which machines. Based on these facts and objectives, any reasonable bidder would assume that DOE would be adjusting the numbers of copiers it would need. Of course, as a practical matter, an entity of the size of DOE can be expected to adjust their quantities as one school year progresses, as two to three school years pass, and as it obtains a greater understanding regarding what would be an efficient multifunction copier network at each of the different schools.

It is furthermore evident that bidders could have reasonably expected DOE to increase

the number of *high*-volume machines based on the overall reduction of school copiers by 15%. Reasonable bidders would anticipate that schools that had one or two less machines on campus would experience a higher volume of utilization on the new machines. This has in fact occurred at many schools because of this protest and the Stop Work Order. Under the former copier contract, schools had more multifunction machines, giving teachers more opportunities to make prints, faxes, scans and copies during their breaks either on the main machines or on backup machines. The Equipment Recommendation Summary intended to address the 15% decrease in multifunction machines at schools by offering a plan as to which high and mid volume machines may be assigned to each school. Because of IBSS' protest and DOE's Stop Work Orders, most schools now do not have a backup copier, or are lacking a high speed machine. The new machines cannot accommodate the large volume that occurs during school breaks, resulting in long lines and delayed copying and printing. Many schools have now adopted a 24-hour copy request schedule and because some of the machines are not high speed or the sole machine is just too busy during normal work hours, some staff either need to come in early or on weekends to make copies for teachers. For those teachers that have an unforeseen need to make copies between classes, the lack of a backup machine often means they cannot make the copies and must resort to having staff do it for the next day. It goes without saying that, ultimately, learning has been affected. An increased number of high volume machines (and a decrease of mid and low volume machines), as Xerox suggested, rectifies the problem of less overall machines, and eases workflow for school staff, teachers and students.

Generally with respect to all machines ordered (excluding software and Xerox Centware), there is actually an increase of only five machines. That is less than 4% of the total machines ordered by DOE. While the Purchase Order indicated an increase in high-volume

machines over the IFB, it was to be reasonably expected given the 15% reduction in total machines at the schools.

There is also nothing materially different from what DOE solicited, and what the Purchase Order ordered. The Items solicited, and the specifications for each Item, did not change. The cost per Item also did not change. DOE is still receiving the same machines it solicited at the same per unit cost, while having the ability to adjust increments based on need.

If IBSS failed to anticipate that increases in quantities would occur, then it is subjectively at fault. Reasonable bidders reading IFB22 and knowing the school's challenges certainly anticipated that there would be increases and decreases in quantities as the school system learned how to live with 15% less machines but the same or higher volume of need. DOE's changes in the quantities of the high and mid volume machines are fully within the scope of the competition.

B. THE INCREMENTS ARE NOT SO GREAT SO AS TO WARRANT A CANCELLATION OF THE CONTRACT

IBSS' citation of a few provisions of the GAR also does not support its request to cancel the contract. Section 3115 of 2 GAR Division 4 allows an agency to cancel in part or in whole a solicitation where "proposed amendments to the solicitation would be of such magnitude that a new solicitation is desirable." However, any such cancellation must fall within the policy of cancellations, which looks directly at the expense of putting out and responding to solicitations.

Preparing and distributing a solicitation requires the expenditure of government time and funds. Businesses likewise incur expense in examining and responding to solicitations. Therefore . . . a solicitation is to be cancelled only when there are cogent and compelling reasons to believe that the cancellation of the solicitation is in the territory's best interest.

2 GAR Div. 4 § 3115(b). IBSS non-chalantly calls for a cancellation without taking into account the efforts made by the government in issuing this IFB, or the efforts of bidders to submit solicitations. Moreover, this contract is already at the point where Xerox has placed orders for

all 149 machines, all machines are on island and either installed and in use, or, with respect to the incremental additions, ready to be installed.

Even more important, again, the increments are not "of such magnitude that a new solicitation is desirable." The total order of machines increased by less than 4%. In no way can a minute increase in machines that best services the school community be considered outside the scope of IFB22.

C. GUAM LAW ALLOWS DOE TO ADD INCREMENTS

In additional to its contractual rights, DOE acted within its legal rights in ordering an increased increment of machines. No Guam law prohibits DOE or any agency from altering the quantities originally specified within an IFB, regardless of whether it's a definite quantity bid or an indefinite quantity bid.

A definite quantity contract "is a fixed-price contract that provides for delivery of a specified quantity of supplies or services either at specified times or when ordered." 2 GAR Div. 4 § 3119(i)(1). Even though a fixed price contract sets a specified quantity, the GAR authorizes contractual language that allows changes in quantities in definite quantity contracts. For example, the GAR authorizes a "Variation in Quantity" clause that permits up to a 10% increase in the quantity of supplies or services as long as unit prices remain the same. 2 GAR Div. 4 § 6101(5)(a).⁶

Although IFB22 does not contain a definite (or even an indefinite) quantity provision, section 6101(5)(a) shows that DOE's incremental addition would have been lawful should IFB22 be considered a definite quantity contract. Section 6101(5)(a) focuses on an increase in quantity

⁶ Section 6101(5)(a) also suggests language that the Procurement Officer "make[] a written determination that such an increase will either be more economical than awarding another contract or that it would not be practical to award another contract." Again, this is optional language, and practically, it would not be economically practicable in this case to issue another IFB. The parties anticipated an increase in quantities and bids on each unit were placed based on those expectations. It makes no sense to bid out again for additional quantities, when the bid prices would likely be the same.

(as opposed to price) and allows a moderate increase. In this case, there was an increase in quantity of five machines over a total of 144 machines, resulting in an increase of just over 3%. Section 6101(5)(a) also requires that unit prices remain the same, which also occurred here, as the price of each individual machine in each Item remained the same, regardless of quantity ordered.

On the other hand, if IFB22 is an indefinite quantity contract, increments are still allowed. An indefinite quantity contract "is a contract for an indefinite amount of supplies or services to be furnished at specified times, or as ordered, that establishes unit prices of a fixed-price type. Generally an approximate quantity is stated in the solicitation." 2 GAR Div. 4 § 3119(i)(2). Unlike for definite quantity contracts, there is no proposed language for indefinite quantity contracts. Instead the agency has more flexibility to order, with the contractor having more flexibility to deliver, so that the agency can attract potential contractors and "obtain maximum practicable competition in order to assure the best economy for the territory." 2 GAR Div. 4 § 6101(5)(b).

If IFB22 is considered to be an indefinite quantity contract, by its very nature the quantities of an indefinite quantity contract may vary.⁷ The quantity specified in the bid could be considered the "approximate quantity" which may be mentioned in an indefinite quantity bid. Also, a number of DOE's objectives in IFB22 reflect the policy of an indefinite quantity contract, i.e., to obtain maximum practicable competition to obtain the best economy. Those stated objectives include using economies of scale to drive the best price from interested vendors, and identifying cost savings opportunities for the Department. Finally, while section 3119(i) imposes

⁷ IBSS claims that IFB22 cannot be a requirements contract because it lacked an obligation of the government to purchase requirements from a single vendor. Xerox agrees that DOE had no obligation to order only from Xerox; during the term of the contract with Xerox, DOE could have issued another IFB seeking further machines from other vendors. Provisions regarding an indefinite quantity requirements contract appear not to apply, but that does not invalidate IFB22 as a regular indefinite quantity contract.

on agencies certain requirements for indefinite quantity contracts, such as reviews every six months, because performance of this contract is in its infancy, such reviews have not yet been necessary.

IBSS claims that the Additional Increments clause fails to comply with provisions on Options contracts, 2 GAR Div. 4 § 3119(k). However, the Additional Increments clause, on its face, does not involve any option to purchase, which is the subject matter of section 3119(k). The OPA should disregard IBSS' arguments on this issue.

V. **XEROX HAS ACTED WITH GOOD FAITH THROUGHOUT THIS PROCESS**

The record, and particularly the notes of the December 17, 2010 meeting between Xerox and DOE, requires elaboration, correction and clarification as to what occurred in the process of this IFB and the subsequent award. As will be shown below, Xerox has always engaged in good faith.

Xerox was the lowest bidder on *all* items of IFB22. Xerox proceeded to comply with the contract, and has already installed all machines not affected by the Stop Work Orders. Xerox remains ready to work with DOE to identify cost savings measures and to allocate which machines will most efficiently service DOE's needs.

IBSS propounds conspiracy theory after conspiracy theory, however, the facts of this case do not support those theories. IBSS hangs much of its conspiracy theory on an allegation that Xerox "designed" the increase in quantities. As noted above, before Xerox recommended any increase in quantities, it completed a thorough analysis as to each school's needs and capabilities, and submitted those recommendations to DOE. Whether or not DOE accepted those recommendations, and used the sample purchase order, was a decision left to DOE and not unilaterally made or compelled by, or even discussed with, Xerox. If DOE disagreed with Xerox's recommendations about installing certain machines into specific locations, such as the

Simon Sanchez teacher's room, or the GW High School Business Office, it could have made that assessment for itself or rejected Xerox's recommendations. If DOE questioned the sample purchase order, it could have rejected it in full, or changed the language, or followed its own form. Xerox did not negotiate any contract with DOE. It simply waited for DOE to act, or not act, on its recommendations, and to give the signal to proceed to installation.

If it was error for DOE to accept those quantities, then the error is of DOE's doing. Xerox had no knowledge that DOE failed to follow its standard operating processes that would prevent changes in quantities. Xerox is not involved in or have knowledge of DOE's internal procurement procedures. Xerox had no knowledge of what DOE would do once it received the sample purchase order. Xerox didn't sneak in any additional quantities. The increased quantities were made obvious in Xerox's recommendations, and the decision was left to DOE to reject or accept in whole or in part.

DOE's notes of the December 17, 2010 meeting require some clarifications.⁸ One issue raised by IBSS is the excerpt, "Laura asked if any of the changes in the 'cleaning letter' was based on Mike's recommendations and not the original written proposal. Mike confirmed that the changes were just typos and that the machine/equipment stayed the same." R., Ex. 8 (12/17/10 Procurement Mtg. Notes), p. 2, ¶ 8. As a preliminary matter, IBSS misreads this excerpt, substituting the term "Purchase Order" for "cleaning letter." The term "cleaning letter" was not used during the December 17, 2010 meeting. The document referenced as the "cleaning letter" is the December 9, 2010 letter filed under Exhibit 8 of the Procurement Record. Xerox drafted and submitted the December 9 letter in order to correct typographical errors from the sample Purchase Order (Supp. R., Ex. 3). The letter shows verbiage changes, not quantity changes. This part of the December 17 meeting was not a discussion over quantity changes, but

⁸ Xerox did not assist in preparing these Notes, and first saw them as part of the Record produced in this case.

rather a discussion over the purpose of the December 9 letter.

Also at the December 17, 2010 meeting, DOE's counsel asked how Xerox was able to keep the unit price the same, even with the modified quantities. This is misreported in the Notes in the excerpt "Laura wanted clarification on how the overall Purchase Order amount stayed the same. Mike said their formula consisted of the equipment plus the optional services and the number of items." R., Ex. 8 (12/17/10 Procurement Mtg. Notes), p. 3, ¶ 4. Here, Xerox is clarifying that it used a formula in its bids for every Item of the IFB. Its formula took into account the cost of equipment plus optional services, and the number of items. Its formula also took into account the anticipated change in quantities which IFB22 clearly expressed would occur. It must be clarified that with respect to prices staying the same, Xerox was referring to the unit prices of each Item. Xerox did not and has not changed the unit prices of any Item, dispelling any theory that Xerox entered into further negotiations to change its price.

At the end of the December 17 meeting, Xerox turned to how to move forward and thus, the excerpt, "Mike clarified if the main issue was changing the quantities back. Xerox should be able to go back and reduce the quantities as to what the IFB says." R., Ex. 8 (12/17/10 Procurement Mtg. Notes), p. 3, ¶ 5. At this point in the meeting, Mike Salas asks how DOE wishes to move forward. Laura Mooney makes the statement that Xerox should reduce delivery to the original quantities. Xerox here isn't trying to cover its tracks after "tampering," as IBSS alleges. Xerox was trying to understand and accommodate DOE's anticipated Stop Work Order that reduced the quantities back to the originally specified figures.

Not a single portion of any of these events or occurrences involves any wrongdoing by Xerox.

VI. IBSS HAS NOT TIMELY RAISED THE ISSUE OF XEROX' RESPONSIVENESS

IBSS has filed a Motion seeking the disclosure of confidential portions of Xerox's bid.

Xerox's Opposition to that Motion provides the OPA with authority showing that if IBSS wanted to see Xerox's bid, it needed to have first sought disclosure from the agency at the bid opening. Xerox herein briefly re-addresses this issue to show that IBSS' protest over Xerox's responsiveness is untimely.

Guam's Procurement Regulations establish a process allowing bidders to examine the confidential documents submitted by another bidder. At a bid opening, "opened bids shall be available for public inspection except to the extent the bidder designates trade secrets and other proprietary data to be confidential as set forth in Subsection 3109(I)(3) of this section." 2 GAR Div. 4 § 3109(I)(2). If a bidder wishes to see information designated as confidential, he must request disclosure from the Procurement Officer handling the invitation for bids.

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

2 GAR Div. 4 § 3109(I)(3). The language of section 3109(I) in no way limits the right to seek disclosure just to bidders who wish to protect submitted confidential information; it therefore extends to all bidders seeking protection or disclosure.

The process prescribed by section 3109 dictates that there shall be public inspection of bids, and that the decision as to whether designated confidential information should be disclosed must first come from the Procurement Officer. Should a bidder then be dissatisfied, it then has the remedy of a protest, and if applicable, an appeal to the OPA.

While the OPA has *de novo* review of any matter properly before her, that jurisdiction

does not mean a bidder who skips the agency review process can make a first request for disclosure by the OPA. The OPA has *de novo* review of items that are first raised with the agency. Of course, the OPA "shall, upon written request, make available to any Interested Party or member of the public information submitted that bears on the substance of the Appeal except where information is proprietary, confidential, or otherwise permitted to required to be withheld by law or regulation." 2 GAR Div. 4 § 12106. Section 12106 must be read so as to be consistent with section 3109(l)(3). *Pangelinan v. Gutierrez*, 2004 Guam 16, ¶ 21 (citing *Morton v. Mancari*, 417 U.S. 535, 551 (1974) (provisions should be interpreted consistently and so as not to render another statutory provision, particularly one concerning the same subject, null and void. . . ."when two statutes are capable of co-existence, it is the duty of the courts, absent a clearly expressed congressional intention to the contrary, to regard each as effective.")). In order to be "capable of co-existence" with section 3109(l)(3), section 12106 cannot usurp or override the agency's initial jurisdiction to determine disputes on what information is and is not confidential. In reading both sections consistently, it remains clear that the first step to obtaining the release of confidential material is to seek it from the Procurement Officer, not from the OPA.

In this case, the bid opening occurred on October 26, 2010. R., Ex. 7, p. 1 (Abstract of Bids showing bid opening date). At the bid opening, IBSS had the opportunity to seek disclosure of Xerox's entire bid and to learn of any facts that would support a protest. However, IBSS did not avail itself of its rights under section 3109, and therefore *sat on its rights* with respect to any protest-worthy grounds contained within those confidential documents. Any protest based on any information within those confidential documents is untimely and unexhausted at the agency level.

VII. IBSS' ARGUMENTS PERTAINING TO XEROX'S RESPONSIVENESS REMAIN SPECULATIVE

IBSS has not seen certain portions of Xerox's bid, but speculates on it and protests on such speculation. IBSS has missed its opportunity to seek disclosure of these portions, as discussed above. Xerox finds it impossible to comment on portions of the record which remain confidential as such discussion would necessarily involve disclosure of confidential information.

IBSS states it reserves the right to amend and supplement its position should the OPA disclose these portions of the record. If a disclosure is made, Xerox asks for a further opportunity to rebut IBSS' position.

VIII. WHETHER THIS MATTER IS COVERED UNDER THE PENDING SUPERIOR COURT CASE

Xerox is not a party to *Town House Dept. Stores, Inc. dba Island Business Systems and Supplies v. DOE, et al.*, Superior Court of Guam Civil Case No. CV 1536-10, and has attempted to review the file at the Superior Court. However, at the present time the Court is withholding the file from public inspection. Xerox respectfully requests that once the Superior Court has released the file for public inspection, Xerox have the opportunity to file a supplemental brief on the issue of whether or not this matter relates to CV 1536-10.

IX. CONCLUSION

In bringing this protest and appeal, IBSS is wasting the resources of the government and the Office of Public Accountability. DOE made clear to all bidders that it had the option to change the quantities of multifunction machines it solicited for lease. After the award, IBSS now claims that those provisions to add quantities invalidated the entire contract. IBSS' arguments are first and foremost untimely. Second, they are unsupported by the language of the IFB which permitted the changes in quantities. Third, IBSS' claims are unsupported by caselaw, statutory authority, and regulations.

IBSS cannot help itself but to also claim that Xerox must have committed bad faith because it recommended that DOE enact a multifunction machine plan that identified every single school and administrative office, and recommended how to implement the solicited machines in those locations. IBSS would prefer that DOE not have a comprehensive plan and assign machines wherever, without taking into account machine size, usage, need, speed, and electrical capabilities. Xerox has done nothing wrong in making those recommendations and complying with DOE's Purchase Order.

Lastly, IBSS' arguments over Xerox's responsiveness are untimely and speculative at best.

Xerox respectfully requests that the OPA deny the protest in its entirety, and confirm that DOE has the authority to implement the increased quantities under the present Purchase Order.

DATED: Hagåtña, Guam, February 21, 2011.

CARLSMITH BALL LLP



ELYZE M. IRIARTE
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XEROX CORPORATION

APPENDIX

Xerox's Clarifications to DOE's Notes of the December 17, 2010 meeting (R., Ex. 8)

Notes Reference	Notes Statement	Xerox Clarification
p. 1, ¶ 8	"Mike stated that he received news from Taling for the most part."	Mike received news from Taling that DOE was issuing a forthcoming Purchase Order.
p. 1, ¶ 10	"A Change Order to the bid was not done prior to the Purchase Order."	This statement was made by Albert Garcia. Xerox is unaware of DOE's internal procedures for making or implementing change orders to bids.
p. 2, first sentence	"Laura stated that Taling said she was unaware of changes in the quantity made after the bid."	Xerox emailed those quantities to Ms. Taitano, and submitted recommended changes to her, imparting knowledge of those changes to DOE.
p. 2, ¶ 3	"Laura stated that what also makes this appear suspect is that the quantities were increased but the cost did not change."	Xerox agrees that the cost per unit per Item did not change, even though the quantities changed. Understanding that DOE had the ability to add increments, Xerox put forth a per item price that was flexible enough should there be further increments. Submitting a per unit price with the anticipation that there may be further increments years beyond an original bid price is regular procurement practice, and not suspect.
p. 2, ¶ 5	"Randy stated that he did not believe a Certified Requisition was done because it would have been inputted into the system."	This is an internal DOE procedure to which Xerox has no knowledge nor participated in.
p. 2, ¶ 8	"Laura asked if any of the changes in the 'cleaning letter' was based on Mike's recommendations and not the original written proposal. Mike confirmed that the changes were just typos and that the machine/equipment stayed the same."	The term "cleaning letter" was not used during the December 17, 2010 meeting. The document referenced is in Exhibit 8 of the Procurement Record. Xerox drafted this letter in order to correct typographical errors from the sample Purchase Order.
p. 3, ¶ 2	"Pat wanted to clarify that the Purchase Order did not break down the price of each item and that just a total purchase price was provided. Laura stated that a	This excerpt references statements made by "Pat," however no such person attended the meeting. Xerox's Pam Quinata was present but did not make

	<p>major issue is that the quantity changed but the total purchase price remained the same. This makes it look like DOE negotiated with Xerox."</p>	<p>these statements, as she did not participate in compiling Xerox's bid. Moreover, DOE incorrectly states that the "Purchase Order did not break down the price of each item." The Purchase Order, attached to Exhibit 7 of the Procurement Record, clearly shows that each Item was broken down per price. Finally, as discussed above, the total purchase price had changed, and DOE accepted those changes and Xerox's recommendations in issuing the PO. There were no negotiations between Xerox and DOE. The statement "This makes it look like DOE negotiated with Xerox" was made by Laura Mooney, not by Xerox</p>
<p>p. 3, ¶ 5</p>	<p>"Mike clarified if the main issue was changing the quantities back. Xerox should be able to go back and reduce the quantities as to what the IFB says."</p>	<p>At this point in the meeting, Mike Salas asks how DOE wishes to move forward. Laura Mooney makes the statement that Xerox should reduce delivery to the original quantities.</p>

Guam Department of Education Equipment Recommendation Summary

#	Current Unit Location	Site Location	Current Machine	Serial #	Recommended Model
1	Main Office	ADACAO ELEM	DC420S	NL3001400	WC7545
2	Main Office	ADACAO ELEM	WCP575	PE4453490	3635MFP
3	Discipline Office	ADACAO ELEM	WCP215	UU4013940	3635MFP
4	FEDERAL PROGRAMS, DI Office, Rm #B1	ADACAO ELEM	WC M15I	PDE111047	3635MFP
5	MAIN OFFICE	ADACAO ELEM	DC460	NE4000989	CQ9201
6	Supply Room	AGANA HEIGHTS ELEMENTARY	FC12	MKL022203	3635MFP
7	Main/Front Office	AGANA HEIGHTS ELEMENTARY	WCP2636	TFN674522	WC7545
8	Teacher's Lounge	AGANA HEIGHTS ELEMENTARY	WCP65	MRN022741	CQ9201
9	DI PROGRAM (formerly, now in English Room)	AGANA HEIGHTS ELEMENTARY	M20I	RYU416745	3635MFP
10	FEDERAL PROGRAMS, Deaf Program	AGUEDA MIDDLE	WC M15I	PDE113484	3635MFP
11	Nurses Office	AGUEDA MIDDLE	WCP215	UU4016261	3635MFP
12	Main Office	AGUEDA MIDDLE	FC12	MKL022269	3635MFP
13	Library	AGUEDA MIDDLE	WCP215	UU4015283	WC7435
14	Assistant Principal's Office	AGUEDA MIDDLE	WCP215	UU4016258	REMOVE
15	Main Office	AGUEDA MIDDLE	WCP2636	TFN674610	CQ9201
16	Teacher's Lounge	AGUEDA MIDDLE	WCP65	MRN019717	CQ9201
17	Asst. Principal's Office	ASTUMBO ELEMENTARY	DWC 665	PY7005765	3635MFP
18	DI/SFA	ASTUMBO ELEMENTARY	WC M15I	PDE112314	3635MFP
19	Business Office	ASTUMBO ELEMENTARY	WCP215	UU4016265	3635MFP
20	Main/Front Office	ASTUMBO ELEMENTARY	WCP2636	TFN674480	CQ9201
21	Main/Front Office	ASTUMBO ELEMENTARY	DC490	CTF003625	4112
22	Principal's Office	ASTUMBO MIDDLE	DWC 665	PY7008082	3635MFP
23	NURSE'S OFFICE	ASTUMBO MIDDLE	WCP215	UU4016109	3635MFP
24	D120, 6TH Grade Teacher's Lounge	ASTUMBO MIDDLE	WCP215	UU4013939	WC7435
25	F120, 8TH Grade Teacher's Lounge	ASTUMBO MIDDLE	WCP215	UU4015457	WC7435
26	E120, 7TH Grade Teacher's Lounge	ASTUMBO MIDDLE	WCP215	UU4015276	WC7435
27	Library	ASTUMBO MIDDLE	DC470	ND8040572	CQ9201
28	Main Office	ASTUMBO MIDDLE	WCP2636	TFN674496	WC7545
29	Asst Principal's Office	BENAVENTE MIDDLE	FC12	MKL022193	3635MFP
30	Now at Counselor's, going to Mailroom	BENAVENTE MIDDLE	DC460	NE4000768	REMOVE
31	Library	BENAVENTE MIDDLE	DC420C2	NL2001613	WC7435
32	Nurses Office	BENAVENTE MIDDLE	WCP215	UU4015629	3635MFP
33	Formerly DI, going to teacher's lounge	BENAVENTE MIDDLE	M20I	RYU416746	REMOVE
34	Mail Room	BENAVENTE MIDDLE	DC490	CTF003435	4112
35	Main Office	BENAVENTE MIDDLE	WCP2636	TFN674515	CQ9201
36	Main Office	BRODIE ELEMENTARY	FC12	MKL022279	3635MFP
37	Main Office	BRODIE ELEMENTARY	WCP2636	TFN674636	WC7545
38	Teacher's Lounge	BRODIE ELEMENTARY	WCP65	MRN021483	CQ9201
39	DI Program, Brodie Rm 8	BRODIE ELEMENTARY-FEDERAL	WC M15I	PDE111045	REMOVE
40	2ND FLR, DOA BLDG, PAYROLL OFFICE	BUSINESS OFFICE	FC12	MKL022220	3635MFP
41	2ND FLR, DOA BLDG, BUSINESS OFFICE	BUSINESS OFFICE	WCP785	PY8979538	REMOVE
42	Business Office	BUSINESS OFFICE	DC470SL	NE0001017	CQ9201 w/ Fax
43	Business Office	BUSINESS OFFICE	PS75M	PWW000545	????
44	ADMIN BLDG 2FLR C&I OFFICE	C&I	DC470ST	NE0099696	REMOVE

45	HIV (Moved to Oceanview Middle Annex H)	C&I	DC440	NN0101033	REMOVE
46	Copy Room	CARBULLIDO ELEMENTARY	WCP575	PE4453557	REMOVE
47	FEDERAL PROGRAMS, DI Office, Carbullido	CARBULLIDO ELEMENTARY	WC M151	PDE112306	3635MFP
48	Copy Room	CARBULLIDO ELEMENTARY	WCP2636	TFN674588	WC7545 w/ Fax
49	Copy Room	CARBULLIDO ELEMENTARY	WCP65	MRN023344	CQ9201
50	Quad Building at Agueda Middle	CHAMORRO STUDIES	FC12	MKL022195	WC7545 w/ Fax
51	CIP	CIP	DC420	NL2003011	3635MFP
52	Main Office	CLT ELEMENTARY	WCP575	PE4453555	3635MFP
53	FEDERAL PROGRAMS, DI program, AV Room	CLT ELEMENTARY	WC M151	PDE111062	3635MFP
54	Main Office	CLT ELEMENTARY	WCP65	MRN023410	CQ9201
55	Admin Lounge	CLT ELEMENTARY	WCP2636	TFN674608	CQ9201
56	LIBRARY	DANIEL PEREZ ELEMENTARY	M201	RYU418910	REMOVE
57	PRINCIPAL'S OFFICE	DANIEL PEREZ ELEMENTARY	FC12	MKL022250	3635MFP
58	FEDERAL PROGRAMS, DI Program	DANIEL PEREZ ELEMENTARY	WC M151	PDE112307	3635MFP
59	Teacher's Lounge	DANIEL PEREZ ELEMENTARY	DC420C2	NL2001508	WC7435
60	TEACHER'S LOUNGE s/b Main Office	DANIEL PEREZ ELEMENTARY	WCP65	MRN023287	CQ9201
61	Library	DANIEL PEREZ ELEMENTARY	WCP2636	TFN674607	WC7545
62	ERMO	ERMO	DC440	NN0002520	WC7545
63	Maint. Shop (S. Sanchez)	FBLG MIDDLE	WCP575	PE4453559	REMOVE
64	DI PROGRAM	FBLG MIDDLE	M201	RYU416738	3635MFP
65	Nurses Office Rm G3	FBLG MIDDLE	WCP215	UU4016092	3635MFP
66	Business Office	FBLG MIDDLE	FC12	MKL022190	3635MFP
67	Counselors office	FBLG MIDDLE	DC420C2	NL2352813	CQ9201
68	Main Ofc	FBLG MIDDLE	DC490	CTF003481	4112
69	ERMO Office, 1st Floor, DOA Bldg	FEDERAL PROGRAMS	DC470	ND8001340	REMOVE
70	1st Floor DOA Bldg	FEDERAL PROGRAMS	WCP765	PY8979630	REMOVE
71	1st Floor DOA Bldg	FEDERAL PROGRAMS	WC M151	PDE111050	3635MFP
72	1st Floor DOA Bldg	FEDERAL PROGRAMS	DC3535	LVG250405	WC7545 w/ Fax
73	Reading First, Castle Mall	FEDERAL PROGRAMS-READING F	WC M151	PDE112244	3635MFP
74	University Castle Mall Ste. 14-16 (Reading First)	FEDERAL PROGRAMS-READING F	DC470ST	NE0000939	CQ9201
75	Principal's Office	FINEGAYAN ELEMENTARY	WCP 555	PE3006531	3635MFP
76	Main Office	FINEGAYAN ELEMENTARY	WCP2636	TFN674618	CQ9201
77	Back Copy Room	FINEGAYAN ELEMENTARY	DC490	CTF003039	4112
78	2ND FLR, TRAINING RM, PITI	FOOD SERVICES	WCP575	PE4453563	REMOVE
79	PITI WAREHOUSE	FOOD SERVICES	DC480	MW9000922	WC7545 w/ Fax
80	FEDERAL PROGRAMS, DI Office	FQ SANCHEZ ELEMENTARY	WC M151	PDE112036	REMOVE
81	Main Office	FQ SANCHEZ ELEMENTARY	DWC 665	PY7008012	3635MFP
82	MAIN OFFICE	FQ SANCHEZ ELEMENTARY	WCP65	MRN022560	CQ9201
83	FSAIS	FSAIS	WCP2636	TFN674498	WC7545
84	COUNSELING	GW HIGH	DC440	NN0101292	WC7435
85	Principal's Office	GW HIGH	DWC665	PY7010318	3635MFP
86	Nurses Office	GW HIGH	WCP215	UU4016136	3635MFP
87	Business Office	GW HIGH	WCP575	PE4453489	3635MFP
88	Business Office	GW HIGH	WCP215	UU4015163	REMOVE
89	Library	GW HIGH	DIGBKAS	KLD000772	WC7435
90	Discipline Office	GW HIGH	DC420S	NL3001243	3635MFP
91	PE Office	GW HIGH	DC420C2	NL2001943	3635MFP
92	ROTC	GW HIGH	DC425	EYF006813	WC7545
93	Language Arts	GW HIGH	DC420C2	NL2001547	WC7545
94	Admin Office (Back room)	GW HIGH	WCP2636	TFN674508	CQ9201
95	Admin Office (Back room)	GW HIGH	WCP65	MRN022249	CQ9201

	HEADSTART	WCP215	UU4016108	REMOVE
96	Asan Community Center	WCP215	UU4016108	REMOVE
97	2nd floor DOA Bldg	WCP575	PE4453086	3635MFP
98	Asan Community Center	WCP215	UU4016255	3635MFP
99	2nd floor DOA Bldg	DC460SL	NE8001080	CQ9201
100	Main Office	WCP65	MRN021755	WC7545
101	FEDERAL PROGRAMS, DI Office	WC M15I	PDE111048	3635MFP
102	Principal's Office	FC12	MKL022276	3635MFP
103	MAIN OFFICE	WCP2636	TFN674488	CQ9201
104	FEDERAL PROGRMS, DI Office	WC M15I	PDE112300	3635MFP
105	Main Office	FC12	MKL022194	REMOVE
106	Main Office	WCP2636	TFN674643	WC7545 w/ Fax
107	Teacher's Workroom	WCP65	MRN022661	CQ9201
108	Nurse's Office	WCP215	UU4015869	3635MFP
109	Library	WCP215	UU4016100	WC7435
110	Main Office	FC12	MKL022280	3635MFP
111	CRT	WCP215	UU4015841	WC7435
112	CRT	DC420C2	NL2001645	REMOVE
113	Formerly DI, now in library backroom for teachers	M20I	RYU416740	REMOVE
114	Main Office	WCP2636	TFN674896	CQ9201
115	Main Office	DC490	CTF003800	4112
116	Main Office	WCP575	PE4453508	REMOVE
117	FEDERAL PROGRMS, Deaf Program	WC M15I	PDE113476	3635MFP
118	JROTC	WCP215	UU4015277	WC7545
119	Nurse's Office	WCP215	UU4015871	3635MFP
120	Counseling Office	DC440	NN0127698	WC7435
121	Copy Room	WCP2636	TFN674481	WC7545 w/ Fax
122	Library / Media Room	DC420C2	NL2001925	WC7545
123	Copy Room	DC460	NE4000746	CQ9201
124	CRT	DC480	MW9000984	CQ9201
125	A Bldg Teachers Copy Room			WC7545
126	NURSES OFFICE	WCP215	UU4015466	3635MFP
127	Principal's Office	DWC555-SAM	PE3004329	REMOVE
128	DI Program	M20I	RYU416739	3635MFP
129	Counseling/Library	DC432	NM9101249	WC7545
130	Main Office	WCP2636	TFN674615	REMOVE
131	Principals Office	DC420C2	NL2032789	WC7545 w/ Fax
132	Main Office	WCP65	MRN022383	CQ9201
133	formerly at Teacher's Center, now at JFK Main Office	WCP575		REMOVE
134	Main Office	FC12	MKL022278	3635MFP
135	D.I. Room T11	WCP215	UU4015896	
136	FEDERAL PROGRMS, DI Office, T11	WC M15I	PDE111051	3635MFP
137	Main Office	WCP2636	TFN675399	CQ9201
138	Main Office	DC490	CTF003624	4112
139	Asst Principal's Office	WCP65	MRN022825	REMOVE
140	FEDERAL PROGRMS, DI Office	FC12	MKL022199	3635MFP
141	Main Office	WC M15I	PDE112313	3635MFP
142	Teacher's Lounge	WCP2636	TFN674477	WC7545
143	Principals Office	DC480	MW9001632	CQ9201
144	Principal's Office	WCP575	PE4453082	REMOVE
145	FEDERAL PROGRMS, DI Office, Rm #K9	WCP2636	TFN674944	WC7545 w/ Fax
146		WC M15I	PDE112042	3635MFP

145	Main Office	LBJ ELEMENTARY	WCP65	MRN023413	CQ9201
146	Asst. Principal's Office	LIGUAN ELEMENTARY	WCP785	PY8979537	3635MFP
147	DI Program	LIGUAN ELEMENTARY	WCP215	UU4015458	3635MFP
148	Main Office	LIGUAN ELEMENTARY			CQ9201
149	Maria Ulloa/Nurse	MA ULLOA ELEMENTARY	DC470	ND8000846	WC7545
150	Asst Principal's Office	MA ULLOA ELEMENTARY	WCP215	UU4015884	REMOVE
151	FEDERAL PROGRMS, DI Office	MA ULLOA ELEMENTARY	FC12	MKL022275	3635MFP
152	Main Office (Copy Room)	MA ULLOA ELEMENTARY	WC M15I	PDE112249	3635MFP
153	Main Office (Copy Room)	MA ULLOA ELEMENTARY	WCP2636	TFN674492	WC7545
154	Principal's Office	MA ULLOA ELEMENTARY	WCP65	MRN022901	CQ9201
155	FEDERAL PROGRMS, DI Office	MACHANAONAO ELEMENTARY	WCP2636	TFN674954	WC7545 w/ Fax
156	Principal's Office	MACHANAONAO ELEMENTARY	WC M15I	PDE112311	REMOVE
157	Main Office	MACHANAONAO ELEMENTARY	WCP575	PE4553491	REMOVE
158	REMOVE - DAMAGED, IDR	MACHANAONAO ELEMENTARY	WCP215	UU4015286	REMOVE
159	Teacher's Lounge	MACHANAONAO ELEMENTARY	WCP2636	TFN694916	REMOVE
160	Maintenance	MACHANAONAO ELEMENTARY	WCP65	MRN023367	3635MFP
161	ASSISTANT PRINCIPAL'S OFFICE	MAINTENANCE	DC432SLS	NG3004603	CQ9201
162	FEDERAL PROGRMS, DI Office	MARCIAL SABLAN ELEMENTARY	WCP215	UU4015279	WC7545 w/ Fax
163	PRINCIPAL'S OFFICE	MARCIAL SABLAN ELEMENTARY	WC M15I	PDE112303	REMOVE
164	COMPUTER ROOM	MARCIAL SABLAN ELEMENTARY	FC12	MKL022271	3635MFP
165	Main Office	MARCIAL SABLAN ELEMENTARY	WCP2636	TFN674475	3635MFP
166	FEDERAL PROGRMS, DI Office	MARCIAL SABLAN ELEMENTARY	DC490	CTF001609	CQ9201
167	PRINCIPAL'S OFFICE	MERIZO ELEMENTARY	WC M15I	PDE111049	4112
168	MAIN OFFICE	MERIZO ELEMENTARY	WCP575	PE4453086	3635MFP
169	MAIN OFFICE	MERIZO ELEMENTARY	WCP2636	TFN674967	REMOVE
170	Nurse's Office	MERIZO ELEMENTARY	WCP65	MRN023363	WC7545 w/ Fax
171	Principal's Office	MU LUJAN ELEMENTARY	WCP215	UU4013942	CQ9201
172	FEDERAL PROGRMS, DI Office	MU LUJAN ELEMENTARY	DWC 665	PY7003320	3635MFP
173	Teacher's Lounge	MU LUJAN ELEMENTARY	WC M15I	PDE112301	3635MFP
174	Main Office	MU LUJAN ELEMENTARY	DC470	ND8001455	CQ9201
175	Teacher's Lounge	MU LUJAN ELEMENTARY	WCP2636	TFN675102	CQ9201
176	Conference Room	MU LUJAN ELEMENTARY	WCP65	MRN023346	REMOVE
177	DI PROGRAM	OCEANVIEW MIDDLE	WCP215	UU4016106	REMOVE
178	Secretary's Office	OCEANVIEW MIDDLE	M20I	RYU416744	REMOVE
179	Library	OCEANVIEW MIDDLE	FC12	MKL022188	3635MFP
180	MAIN OFFICE	OCEANVIEW MIDDLE	WCP215	UU4016056	3635MFP
181	Main Office	OCEANVIEW MIDDLE	WCP2636	TFN674875	CQ9201
182	DOA Bldg, 1st Floor	OCEANVIEW MIDDLE	DC490	CTF003486	4112
183	Business Office	OFF-ISLAND RECRUITMENT (inside)	M20I	RYU416147	REMOVE
184	Library	OOKODO HIGH	FC12	MKL022274	3635MFP
185	Nurse's Office	OOKODO HIGH	DC432	NM9101345	WC7435
186	Counselor's Office	OOKODO HIGH	WCP215	UU4016150	3635MFP
187	TEACHER'S LOUNGE E130	OOKODO HIGH	DC432A	NM9108299	WC7435
188	Main Office	OOKODO HIGH	DC480	MW9000572	CQ9201
		JFK HIGH	WCP65	MRN022632	CQ9201
	ROTC Dept	OOKODO HIGH			4112
189	FEDERAL PROGRMS, DI Office	ORDOT CHALAN PAGO ELEMENTARY	WC M15I	PDE112302	WC7545
190	MAIN OFFICE	ORDOT CHALAN PAGO ELEMENTARY	FC12	MKL022221	REMOVE
191	Admin Officer Office	ORDOT CHALAN PAGO ELEMENTARY	WCP2636	TFN674478	3635MFP
					CQ9201

192	Teacher's Workroom	ORDOT CHALAN PAGO ELEMENTARY	WCP65	MRN023351	WC7545
193	Alternative Schools	PAGE	WCP412	GFE048916	3635MFP
194	MAIN OFFICE	PAGE	WCP65	MRN023415	WC7545
195	2nd flr DOA Bldg	PAYROLL OFFICE	DC440S	NG4101340	WC7545
196	Main Office	PC LUJAN ELEMENTARY	WCP2636	TFN674971	REMOVE
197	ASSISTANT PRINCIPAL'S OFFICE	PC LUJAN ELEMENTARY	FC12	MKL022272	3635MFP
198	FEDERAL PROGRAMS, DI OfficerRm 20 (NONE)	PC LUJAN ELEMENTARY	WC M15I	PDE112247	3635MFP
199	LIBRARY	PC LUJAN ELEMENTARY	WCP215	UU4016148	3635MFP
200	FEDERAL PROGRAMS, Deaf Program RM 31	PC LUJAN ELEMENTARY	WC M15I	PDE113473	3635MFP
201	MAIN OFFICE	PC LUJAN ELEMENTARY	WCP65	MRN023370	CQ9201
202	Teacher's Lounge	PC LUJAN ELEMENTARY	DC470	ND8001184	CQ9201
203	1ST FLR DOA Bldg, POSTOFFICE SIDE	PERSONNEL	FC12	MKL022270	3635MFP
204	1ST FLR DOA Bldg, POSTOFFICE SIDE	PERSONNEL	DC470SL	NE0001589	4112
205	Main Office	PRICE ELEMENTARY	WCP575	PE4453084	3635MFP
206	Main Office (Copy Room)	PRICE ELEMENTARY	WCP2636	TFN674945	WC7545
207	Main Office (Copy Room)	PRICE ELEMENTARY	WCP65	MRN022678	CQ9201
208	2ND FLR DOA BLDG	PROCUREMENT	WCP2636	TFN674489	WC7545 w/ fax
209	Procurement	PROCUREMENT	DWC 665	PY7005762	REMOVE
210	DOA Bldg, 2nd floor	RP & E	DC440SLX	NG4003729	CQ9201
211	Library	SIMON SANCHEZ HIGH	DC420C2	NL2001521	REMOVE
212	ROTC	SIMON SANCHEZ HIGH	WGP215	UU4016260	REMOVE
213	PRINCIPAL'S OFFICE	SIMON SANCHEZ HIGH	FC12	MKL022191	3635MFP
214	ROTC	SIMON SANCHEZ HIGH	DC425	EYF006441	WC7545 w/ Fax
215	Counseling	SIMON SANCHEZ HIGH	DC420C2	NL2001544	WC7435
216	Business Office	SIMON SANCHEZ HIGH	WCP65	MRN023409	CQ9201
217	TEACHER'S LOUNGE	SIMON SANCHEZ HIGH	WCP90	MTE025966	4112
218	Admin Office	SIMON SANCHEZ HIGH	WCP2636	TFN674494	CQ9201
219	Principal's Office	SOUTHERN HIGH	DWC 665	PY7009219	3635MFP
220	Business Office	SOUTHERN HIGH	DWC 665	PY7007411	3635MFP
221	Health, Bldg 1000, room 1206, 2nd Fir	SOUTHERN HIGH	DC420C2	NL2001809	WC7435
222	Science	SOUTHERN HIGH	DC420C2	NL2001764	WC7435
223	Nurses Office	SOUTHERN HIGH	WCP215	UU4021067	3635MFP
224	Library	SOUTHERN HIGH	DC420C2	NL2001972	WC7435
225	Discipline Office	SOUTHERN HIGH	DC425ASC	EYF010754	WC7435
226	English	SOUTHERN HIGH	DC420C2	NL2001504	WC7435
227	Math	SOUTHERN HIGH	DC420C2	NL2001706	WC7435
228	Social Studies	SOUTHERN HIGH	DC420C2	NL2001822	WC7435
229	ROTC	SOUTHERN HIGH	DC425	EYF006925	WC7545 w/ Fax
230	Counseling	SOUTHERN HIGH	DC460	NE4010981	WC7545
231	Copy Room, Main Office	SOUTHERN HIGH	WCP2636	TFN674499	CQ9201
232	Copy Room, Main Office	SOUTHERN HIGH	WCP90	MTE025967	4112
233	at Brodie, Rm. 1	SPECIAL EDUCATION	FC12	MKL022198	REMOVE
234	at Oceanview	ROTC @ Oceanview	DC425	EYF007008	WC7435
235	Early Intervention at Oceanview H Wing	SPECIAL EDUCATION	DC425	EYF007199	WC7435
236	Moved to Brodie, Room 2	SPECIAL EDUCATION	DC470	NE0085508	CQ9201
237	JFK/SPED Annex 304 (NEW CONTAINER--ALREADY REMOVED, leaner at Compliance-2nd Floor DOA)	SPECIAL EDUCATION	DC425	EYF006070	WC7435
238	at Brodie, Rm. F1	SPECIAL EDUCATION	DC420SX	NL3101026	WC7435
239	moved to Student Support	SPECIAL EDUCATION	DC425	EYF007297	REMOVE
240	at Brodie, Rm. F7	SPECIAL EDUCATION	DC420SX	NL3001486	WC7435
241	Liheng Farnuguan	SPECIAL EDUCATION	DC420C2	NL2021870	WC7435

242	at Brodie, Rm. 35	SPECIAL EDUCATION	DC440SLX	NG4003786	WC7435
243	Gate Tiyan Theatre	SPECIAL EDUCATION	DC420SX	NL3002819	CQ9201
244	at Brodie, Rm. 4	SPECIAL EDUCATION	DC440SLX	NG4002305	WC7435
245	at Brodie, Rm. 1	SPECIAL EDUCATION	WCP2636	TFN674637	WC7545 w/ fax
246	EIPC Brodie F5	SPECIAL EDUCATION	DC425	EYF007195	CQ9201
247	at Brodie, Rm. F5	SPECIAL EDUCATION	DC440SLX	NG4003726	WC7545
248	2nd Floor DOA Bldg. (Next door to Headstart)	STUDENT SUPPORT SERVICES	WCP575	PE4453079	REMOVE
249	2nd Floor DOA Bldg. (Next door to Headstart)	STUDENT SUPPORT SERVICES	DC420C2	NL2001843	WC7545 w/ Fax
250	2ND FLR, DOA BLDG, NEAR BREEZEWAY	SUPERINTENDENT'S OFFICE	WCP785	PY8979604	REMOVE
251	2ND FLOOR, DOA	SUPERINTENDENT'S OFFICE	WCP65	MRN019976	CQ9201 w/ Fax
252	Main Office	TALOFOFO ELEMENTARY	DWC 665	PY7009246	3635MFP
253	FEDERAL PROGRAMS, DI Office, Talofoto	TALOFOFO ELEMENTARY	WC M151	PDE107686	3635MFP
254	Main Office	TALOFOFO ELEMENTARY	WCP2636	TFN674972	WC7545
255	Main Office	TALOFOFO ELEMENTARY	WCP65	MRN023383	CQ9201
256	FEDERAL PROGRAMS, DI Program	TAMUNING ELEMENTARY	WC M151	PDE112276	3635MFP
257	PRINCIPAL'S OFFICE	TAMUNING ELEMENTARY	FC12	MKL022189	3635MFP
258	Admin Office (Back room)	TAMUNING ELEMENTARY	WCP2636	TFN674479	WC7545
259	Conference Room	TAMUNING ELEMENTARY	WCP65	MRN023414	CQ9201
260	Teacher's Ctr, back area, Tiyan	TEACHER'S CENTER	WCP575	PE4453486	REMOVE
261	Teacher's Ctr, front area, Tiyan	TEACHER'S CENTER	WCP90	MTE026021	4112
262	Teacher's Ctr, front area, Tiyan	TEACHER'S CENTER	DCCS50	FU2005759	CQ9201
263	Untal PPO formerly FEDERAL PROGRAMS, DI (Fine)	UNTALAN MIDDLE	WC M151	PDE112315	CQ9201
264	Main Office	UNTALAN MIDDLE	FC12	MKL022227	3635MFP
265	DI PROGRAM (no DI), now ESL	UNTALAN MIDDLE	M201	RYU416737	WC7435
266	Business Office	UNTALAN MIDDLE	DC440SLX	NG4003990	WC7435
267	Library	UNTALAN MIDDLE	DC440AS	NG4110789	WC7435
268	COUNSELING	UNTALAN MIDDLE	WCP2636	TFN674526	WC7545
269	Main Office	UNTALAN MIDDLE	DC490	CTF001777	4112
270	Nurses Office	UPI ELEMENTARY	WCP215	UU4016257	3635MFP
271	Business Office	UPI ELEMENTARY	FC12	MKL022197	3635MFP
272	FEDERAL PROGRAMS, DI Office Main Office	UPI ELEMENTARY	WC M151	PDE111053	3635MFP
273	Teacher's Workroom	UPI ELEMENTARY	WCP2636	TFN675032	WC7545
274	Main Office	UPI ELEMENTARY	WCP65	MRN023387	CQ9201
275	Warehouse	WAREHOUSE	FC12	MKL022224	REMOVE
276	PITI WAREHOUSE	WAREHOUSE	DC432	NM9101201	WC7435 w/ Fax
277	PRINCIPAL'S OFFICE	WETTENGEL ELEMENTARY	FC12	MKL022277	3635MFP
278	FEDERAL PROGRAMS, DI Office	WETTENGEL ELEMENTARY	WC M151	PDE111046	3635MFP
279	Ass't Principal's Office	WETTENGEL ELEMENTARY	WCP2636	TFN675047	WC7545
280	Main Office	WETTENGEL ELEMENTARY	WCP65	MRN023407	CQ9201

Equipment Summary

Unit	Recommended Models	No Fax	With Fax	Subtotal
1	4112	14	0	14
2	CQ9201	55	2	57
3	WC7545	29	16	45
4	WC7435	32	1	33
5	3635MFP	0	88	88
			Total	237