



Exhibit "4"

June 15, 2011 GCC Denial of PDS Protest



**CABOT
MANTANONA LLP**

Attorneys at Law

Cesar C. Cabot, Esq.
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June 15, 2011

VIA FACSIMILE (671 477-4366)

Bill R. Mann, Esq.
Berman O'Connor & Mann
Suite 503, Bank of Guam Building
111 Chalan Santo Papa

Re: **Denial of Protest of GCC Rejection of Bids in IFB GCC-FB-015**

Dear Mr. Mann:

This letter is a formal denial of your April 21, 2011 protest and you have the right to pursue all administrative and judicial remedies. Please be advised that I am addressing this letter to you pursuant to the representations of your office that you are representing PDS in this matter.

GCC rejected the remaining bids in the IFB pursuant to 2 G.A.R. Div. 4 3115 (h)(A)(iv) because prices of the remaining bids exceed available funds and it would not be appropriate to adjust quantities to come within funds and because the supplies and services are no longer required.

After reviewing the concerns detailed in the April 21, 2011 letter from PDS President John Day, here is the final response to your protest:

1. GCC rejected the PDS bid because the bids' price exceeded the available amount of ARRA funding. The PDS bid of \$307,880.50 exceeded the available funds by over \$22,000.00. Therefore, it is in the best interest of the territory to reject the PDS bid.

In response to GCC's position that rejecting this bid which exceeds the available funds is in the best interest of the territory, PDS submits in their April 21, 2011 protest a revised bid based upon their assertion that GCC should have modified the bid quantities to conform to the available funds.

As stated in the April 7, 2011 letter, GCC reviewed the remaining bids and determined that modifying quantities would not be appropriate. PDS submits a reconfiguration of their bid in order to come within the funding limitations. As authority to

PDS Denial of Protest 6/7/2011
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present this downward deviation, PDS cites GCC response to MCV Question #1 in Amendment #3.

The GCC response to Question #1 in Amendment #3 states that "GCC reserves the right to increase or decrease quantity of items anywhere from 0 to 300 according to availability of funds". As stated in the April 7, 2011 rejection of all bids, GCC reviewed the bids and determined that modifying the quantities would not be appropriate.

Amendment 3 reserves GCC's right to make this judgment call regarding modification of quantities. The type of ex post facto unilateral revision sought by PDS in their protest is not addressed by Amendment 3.

2. Pursuant to 2 G.A.R. Div. 4 3115 (d)(2)(A)(I) GCC has decided to reject all bids because the supplies and services are no longer required. As stated in the April 7, 2011 letter, GCC has received notice from GSA of a new IFB which would render IFB GCC-FB-015 redundant.

Therefore, rejecting this bid is in the best interest of the territory. GCC is requesting that the ARRA funds be reprogrammed to other procurement projects that were underfunded and of a higher priority to GCC.

In light of the protest by PDS of the GCC Rejection of Bids in IFB GCC-FB-015 GCC will be exercising its right of delegation of the procurement authority over this matter to the General Service Agency.

GCC has authority to delegate this matter to the GSA according to the GCC Board of Trustees Procurement Policy which states that GCC may, upon the Board of Trustees' approval, delegate its procurement authority of services and supplies contracts to the General Services Agency. I have attached a copy of the GCC Procurement Policy for your review and consideration.

Accordingly, PDS's April 21, 2011 protest is denied and you have the right to pursue all administrative and judicial remedies. Please let me know if you have any questions regarding this matter.

Regards,

CABOT MANTANONA LLP
Attorney for Guam Community College

By: 
CATRINA M. CAMPANA

Enclosure

Policy 228

GUAM COMMUNITY COLLEGE
Board of Trustees

PROCUREMENT POLICY

WHEREAS, Guam Community College (hereinafter GCC) is authorized to promulgate its own services, supplies, and construction procurement regulations pursuant to 5 G.C.A. § 5125, 5131, 5030(k) and (q), 5126, 5302(b) and (c), 5304(b), 5306(d), and 5307, and

WHEREAS, the Board of Trustees wishes to prudently exercise the authority given to the college.

NOW, THEREFORE, BE IT RESOLVED, that the procurement laws and regulations established in Guam's Procurement law, found in 5 G.C.A. Chapter 5, and 2 G.A.R. Division 4 shall be used by GCC in the procurement of all services, supplies, and construction procurement contracts. GCC hereby adopts the laws and regulations established in 5 G.C.A. Chapter 5 and 2 G.A.R. Division 4 as its own regulations.

BE IT FURTHER RESOLVED, that GCC will employ its own Chief Procurement Officer, who will serve as the procurement officer for all supplies, services, and construction contracts for GCC.

BE IT FURTHER RESOLVED, that GCC may, upon the Board of Trustees's approval, delegate its procurement authority of construction contracts to the Department of Public Works.

BE IT FURTHER RESOLVED, that GCC may, upon the Board of Trustees's approval, delegate its procurement authority of services and supplies contracts to the General Services Agency.

BE IT FURTHER RESOLVED, that GCC may, upon the Board of Trustees's approval, promulgate additional rules and regulations, in addition to those established by 5 G.C.A. Chapter 5, and 2 G.A.R. Division 4.

Amended & Adapted: August 2, 2010
Resolution 9-2010


Amended & Adapted: November 17, 2008
Resolution 46-2008
Adapted: March 16, 1994
Resolution 15-94





Exhibit "5"

June 22, 2011 GSA Invitation for Bid GSA-064-11



INVITATION FOR BID

ISSUING OFFICE:



CLAUDIA S. ACFALLE
Chief Procurement Officer

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

DATE ISSUED: JUNE 22, 2011

BID INVITATION NO: GSA-064-11

BID FOR: Telecommunication Services, Mobile Telephone Services, Integrated Services Digital Networking (ISDN) Primary Rate Interface (PRI), Basic Rate Interface (BRI, and Session Initiation Protocol (SIP) Trunks, GGWAN Data Communication Services, Broadband Internet Access, DSL/Cable or Wireless Internet Services, Television Services, Routers, Managed Switches, and Network Equipment and Direct Inward Dialing (DID) Numbers.

SPECIFICATION: See Attached

DESTINATION: All Government of Guam to include Autonomous Agencies

REQUIRED DELIVERY DATE: For a period of five (5) year upon availability of funds with an option to renew for two (2) additional one (1) year extensions upon availability of funds.

INSTRUCTION TO BIDDERS:

INDICATE WHETHER: INDIVIDUAL PARTNERSHIP CORPORATION

INCORPORATED IN: _____

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) 10:00 AM, Date: 7/20/11 and shall 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 at the price stated opposite the respective items listed on the schedule provided, unless otherwise specified by the bidder. In consideration to the expense of the Government in opening, tabulating, and evaluating this and other bids, and other considerations, the undersigned agrees that this bid remain firm and irrevocable within 90 calendar days from the date opening to supply any or all the items which prices are quoted.

NAME AND ADDRESS OF BIDDER:

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS BID:

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

ITEM NO(S). AWARDED: _____

CONTRACTING OFFICER:

CLAUDIA S. ACFALLE
Chief Procurement Officer

NAME AND ADDRESS OF CONTRACTOR:

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS CONTRACT:

Accountability * Impartiality * Competence * Openness * Value

INVITATION FOR BID NO. : GSA-064-11

DESCRIPTION:

Telecommunication Services, Mobile Telephone Services, Integrated Services Digital Networking (ISDN) Primary Rate Interface (PRI), Basic Rate Interface (BRI, and Session Initiation Protocol (SIP) Trunks, GGWAN Data Communication Services, Broadband Internet Access, DSL/Cable or Wireless Internet Services, Television Services, Routers, Managed Switches, and Network Equipment and Direct Inward Dialing (DID) Numbers

SPECIAL REMINDER TO PROSPECTIVE BIDDERS

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

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

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

On this _____ day of _____, 2011, I, _____,

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

Bidder Representative's Signature

AFFIDAVIT re NO GRATUITIES or KICKBACKS

TERRITORY OF GUAM)
) ss.
HAGATNA, GUAM)

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

1. The name of the offering firm or individual is [state name of offeror company]
_____. Affiant is _____ [state one of
the following: the offeror, a partner of the offeror, an officer of the offeror] making the foregoing identified bid or
proposal.

2. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers, representatives,
agents, subcontractors, or employees have violated, are violating the prohibition against gratuities and
kickbacks set forth in 2 GAR Division 4 § 11107(e). Further, affiant promises, on behalf of offeror, not to
violate the prohibition against gratuities and kickbacks as set forth in 2 GAR Division 4 § 11107(e).

3. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers, representatives,
agents, subcontractors, or employees have offered, given or agreed to give, any government of Guam
employee or former government employee, any payment, gift, kickback, gratuity or offer of employment in
connection with the offeror's proposal.

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

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

Subscribed and sworn to before me

this _____ day of _____, 201__.

NOTARY PUBLIC
My commission expires _____, _____.

Eddie Baza Calvo
Governor

GENERAL SERVICES AGENCY
Government of Guam
148 Route 1 Marine Drive Corp
Piti, Guam 96915

Ray Tenorio
Lt. Governor



Benita Mangiona
Director, Dept. of Admin. (Acting)

George A. Santos
Deputy Director

Special Provisions

**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 _____, 201__

Notary Public

Eddie Baza Calvo
Governor



Benita Manglona
Director, Dept. of Admin. (Acting)

GENERAL SERVICES AGENCY
Government of Guam
148 Route 1 Marine Drive Corp
Piti, Guam 96915

Ray Tenorio
Lt. Governor

George A. Santos
Deputy Director

FORM E
DECLARATION RE COMPLIANCE WITH U.S. D.O.L. WAGE DETERMINATION

Procurement No: GSA-064-11

Telecommunication Services, Mobile Telephone Services, Integrated Services Digital Networking (ISDN) Primary Rate Interface (PRI), Basic Rate Interface (BRI), and Session Initiation Protocol (SIP) Trunks, GFWAN Data Communication Services, Broadband Internet Access, DSL/Cable or Wireless Internet Services, Television Services, Routers, Managed Switches, and Network Equipment and Direct Inward Dialing (DID) Numbers.

Name of Offeror Company: _____ hereby certifies under penalty of perjury:

- (1) That I am _____ (the offeror, a partner of the offeror, an officer of the offeror) making the bid or proposal in the foregoing identified procurement;
- (2) That I have read and understand the provisions of 5 GCA § 5801 and § 5802 which read:

§ 5801. Wage Determination Established.

In such cases where the government of Guam enters into contractual arrangements with a sole proprietorship, a partnership or a corporation ("contractor") for the provision of a service to the government of Guam, and in such cases where the contractor employs a person(s) whose purpose, in whole or in part, is the direct delivery of service contracted by the government of Guam, then the contractor shall pay such employee(s) in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam.

The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by the government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in that contract for applying the Wage Determination, as required by this Article, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply.

§ 5802. Benefits.

In addition to the Wage Determination detailed in this Article, any contract to which this Article applies shall also contain provisions mandating health and similar benefits for employees covered by this Article, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.

- (3) That the offeror is in full compliance with 5 GCA § 5801 and § 5802, as may be applicable to the procurement referenced herein;
- (4) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor. [INSTRUCTIONS – Please attach!]

Signature Date

WD 03-2147 (Rev.-12) was first posted on www.wdol.gov on 08/24/2010
 REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT
 By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
 EMPLOYMENT STANDARDS ADMINISTRATION
 WAGE AND HOUR DIVISION
 WASHINGTON D.C. 20210

Shirley F. Ebbesen Division of Wage Determinations
 Director

Wage Determination No.: 2005-2147
 Revision No.: 12
 Date Of Revision: 08/19/2010

States: Guam, Northern Marianas, Wake Island

Area: Guam Statewide
 Northern Marianas Statewide
 Wake Island Statewide

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.50
01012 - Accounting Clerk II		13.53
01013 - Accounting Clerk III		15.59
01020 - Administrative Assistant		17.67
01040 - Court Reporter		15.38
01051 - Data Entry Operator I		10.48
01052 - Data Entry Operator II		11.99
01060 - Dispatcher, Motor Vehicle		13.06
01070 - Document Preparation Clerk		12.25
01090 - Duplicating Machine Operator		12.25
01111 - General Clerk I		10.29
01112 - General Clerk II		11.28
01113 - General Clerk III		12.32
01120 - Housing Referral Assistant		17.15
01141 - Messenger Courier		10.12
01191 - Order Clerk I		11.23
01192 - Order Clerk II		12.25
01261 - Personnel Assistant (Employment) I		14.33
01262 - Personnel Assistant (Employment) II		14.90
01263 - Personnel Assistant (Employment) III		16.48
01270 - Production Control Clerk		18.34
01280 - Receptionist		9.67
01290 - Rental Clerk		11.10
01300 - Scheduler, Maintenance		13.75
01311 - Secretary I		13.75
01312 - Secretary II		15.38
01313 - Secretary III		17.15
01320 - Service Order Dispatcher		11.37
01410 - Supply Technician		17.67
01420 - Survey Worker		15.26
01531 - Travel Clerk I		11.61
01532 - Travel Clerk II		12.37
01533 - Travel Clerk III		13.44
01611 - Word Processor I		12.25
01612 - Word Processor II		13.75
01613 - Word Processor III		15.38
05000 - Automotive Service Occupations		
05065 - Automobiles Body Repairer, Fiberglass		13.34
05010 - Automotive Electrician		13.06
05040 - Automotive Glass Installer		12.10
05070 - Automotive Worker		12.10
05110 - Mobile Equipment Servicer		8.59
05130 - Motor Equipment Metal Mechanic		13.06
05160 - Motor Equipment Metal Worker		12.10
05190 - Motor Vehicle Mechanic		13.06
05220 - Motor Vehicle Mechanic Helper		10.12
05250 - Motor Vehicle Upholstery Worker		12.10
05280 - Motor Vehicle Wrecker		12.10
05310 - Painter, Automotive		12.37
05340 - Radiator Repair Specialist		12.10
05370 - Tire Repairer		7.81
05400 - Transmission Repair Specialist		12.10
07000 - Food Preparation And Service Occupations		
07010 - Baker		10.47
07041 - Cook I		9.54
07042 - Cook II		11.78
07070 - Dishwasher		7.25
07130 - Food Service Worker		7.70
07210 - Meat Cutter		11.86
07260 - Waiter/Waitress		7.59
09000 - Furniture Maintenance And Repair Occupations		

09010 - Electrostatic Spray Painter	14.38
09040 - Furniture Handler	8.85
09040 - Furniture Refinisher	14.38
09090 - Furniture Refinisher Helper	10.66
09110 - Furniture Repairer, Minor	12.51
09130 - Upholsterer	14.38
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.23
11060 - Elevator Operator	8.23
11090 - Gardener	10.99
11120 - Housekeeping Aide	8.23
11150 - Janitor	8.23
11210 - Laborer, Grounds Maintenance	9.14
11240 - Maid or Houseman	7.25
11260 - Pruner	8.23
11270 - Tractor Operator	10.33
11330 - Trail Maintenance Worker	9.14
11360 - Window Cleaner	9.14
12000 - Health Occupations	
12010 - Ambulance Driver	15.81
12011 - Breath Alcohol Technician	15.81
12012 - Certified Occupational Therapist Assistant	21.70
12015 - Certified Physical Therapist Assistant	21.70
12020 - Dental Assistant	13.20
12025 - Dental Hygienist	29.66
12030 - EKG Technician	23.56
12035 - Electroneurodiagnostic Technologist	23.56
12040 - Emergency Medical Technician	15.81
12071 - Licensed Practical Nurse I	14.14
12072 - Licensed Practical Nurse II	15.81
12073 - Licensed Practical Nurse III	17.63
12100 - Medical Assistant	11.54
12130 - Medical Laboratory Technician	14.14
12150 - Medical Record Clerk	11.82
12190 - Medical Record Technician	13.58
12195 - Medical Transcriptionist	14.14
12210 - Nuclear Medicine Technologist	34.75
12221 - Nursing Assistant I	10.03
12222 - Nursing Assistant II	11.30
12223 - Nursing Assistant III	12.31
12224 - Nursing Assistant IV	13.84
12235 - Optical Dispenser	15.81
12236 - Optical Technician	14.14
12250 - Pharmacy Technician	13.41
12280 - Phlebotomist	13.04
12305 - Radiologic Technologist	22.44
12311 - Registered Nurse I	20.70
12312 - Registered Nurse II	25.32
12313 - Registered Nurse III, Specialist	25.32
12314 - Registered Nurse III	30.64
12315 - Registered Nurse III, Anesthetist	30.64
12316 - Registered Nurse IV	36.72
12317 - Scheduler (Drug and Alcohol Testing)	19.59
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	15.06
13012 - Exhibits Specialist II	18.66
13013 - Exhibits Specialist III	22.83
13041 - Illustrator I	15.06
13042 - Illustrator II	18.66
13043 - Illustrator III	22.83
13047 - Librarian	20.66
13050 - Library Aide/Clerk	12.00
13054 - Library Information Technology Systems Administrator	18.66
13058 - Library Technician	15.06
13061 - Media Specialist I	13.46
13062 - Media Specialist II	13.09
13063 - Media Specialist III	16.80
13071 - Photographer I	12.82
13072 - Photographer II	14.32
13073 - Photographer III	17.75
13074 - Photographer IV	21.73
13075 - Photographer V	26.30
13110 - Video Teleconferance Technician	12.91
14000 - Information Technology Occupations	
14041 - Computer Operator I	13.65
14042 - Computer Operator II	15.76
14043 - Computer Operator III	17.56
14044 - Computer Operator IV	19.50
14045 - Computer Operator V	21.81
14071 - Computer Programmer I	(see 1) 15.73
14072 - Computer Programmer II	(see 1) 19.50
14073 - Computer Programmer III	(see 1) 23.86
14074 - Computer Programmer IV	(see 1)

14101 - Computer Systems Analyst I	(see 1)	24.23
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		13.65
14150 - Personal Computer Support Technician		19.50
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		24.23
15020 - Aircrew Training Devices Instructor (Rated)		29.32
15030 - Air Crew Training Devices Instructor (Pilot)		33.30
15050 - Computer Based Training Specialist / Instructor		24.23
15060 - Educational Technologist		22.82
15070 - Flight Instructor (Pilot)		33.30
15080 - Graphic Artist		20.47
15090 - Technical Instructor		17.65
15095 - Technical Instructor/Course Developer		21.38
15110 - Test Proctor		13.87
15120 - Tutor		13.87
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		8.08
16030 - Counter Attendant		8.08
16040 - Dry Cleaner		9.34
16070 - Finisher, Flatwork, Machines		8.88
16090 - Presser, Hand		8.08
16110 - Presser, Machine, Drycleaning		8.08
16130 - Presser, Machine, Shirts		8.08
16160 - Presser, Machine, Wearing Apparel, Laundry		8.08
16190 - Sewing Machine Operator		9.88
16200 - Tailor		10.33
16250 - Washer, Machine		8.46
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		14.49
19040 - Tool And Die Maker		18.20
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		12.49
21030 - Material Coordinator		18.34
21040 - Material Expediter		18.34
21050 - Material Handling Laborer		10.65
21071 - Order Filler		9.66
21080 - Production Line Worker (Food Processing)		12.49
21110 - Shipping Packager		13.33
21130 - Shipping/Receiving Clerk		13.33
21140 - Store Worker I		13.23
21150 - Stock Clerk		18.58
21210 - Tools And Parts Attendant		12.49
21410 - Warehouse Specialist		12.49
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		28.69
23021 - Aircraft Mechanic I		19.70
23022 - Aircraft Mechanic II		20.89
23023 - Aircraft Mechanic III		21.74
23040 - Aircraft Mechanic Helper		13.70
23050 - Aircraft Painter		18.50
23060 - Aircraft Servicer		16.09
23080 - Aircraft Worker		17.38
23110 - Appliance Mechanic		14.49
23120 - Bicycle Repairer		9.74
23125 - Cable Splicer		15.43
23130 - Carpenter, Maintenance		13.00
23140 - Carpet Layer		13.55
23160 - Electrician, Maintenance		14.99
23181 - Electronics Technician Maintenance I		14.72
23182 - Electronics Technician Maintenance II		15.85
23183 - Electronics Technician Maintenance III		18.31
23260 - Fabric Worker		12.80
23290 - Fire Alarm System Mechanic		15.42
23310 - Fire Extinguisher Repairer		13.67
23311 - Fuel Distribution System Mechanic		15.43
23312 - Fuel Distribution System Operator		13.01
23370 - General Maintenance Worker		11.95
23380 - Ground Support Equipment Mechanic		19.70
23381 - Ground Support Equipment Servicer		16.09
23382 - Ground Support Equipment Worker		17.38
23391 - Gunsmith I		11.87
23392 - Gunsmith II		13.55
23393 - Gunsmith III		15.43
23410 - Heating, Ventilation And Air-Conditioning Mechanic		15.76
23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)		16.55
23430 - Heavy Equipment Mechanic		15.15
23440 - Heavy Equipment Operator		13.73
23460 - Instrument Mechanic		15.43
23465 - Laboratory/Shelter Mechanic		14.49
23470 - Laborer		10.65

23510 - Locksmith	14.49
23530 - Machinery Maintenance Mechanic	17.38
23550 - Machinist, Maintenance	15.43
23980 - Maintenance Trades Helper	9.52
23591 - Metrology Technician I	15.43
23592 - Metrology Technician II	16.41
23593 - Metrology Technician III	17.37
23640 - Millwright	15.43
23710 - Office Appliance Repairer	14.38
23760 - Painter, Maintenance	13.55
23790 - Pipefitter, Maintenance	15.32
23810 - Plumber, Maintenance	14.38
23820 - Pneumatic Systems Mechanic	15.43
23850 - Rigger	15.43
23870 - Scale Mechanic	13.55
23890 - Sheet-Metal Worker, Maintenance	15.21
23910 - Small Engine Mechanic	13.55
23921 - Telecommunications Mechanic I	19.01
23932 - Telecommunications Mechanic II	19.76
23950 - Telephone Lineman	18.24
23960 - Welder, Combination, Maintenance	14.66
23965 - Well Driller	15.43
23970 - Woodcraft Worker	15.43
23980 - Woodworker	11.67
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.89
24580 - Child Care Center Clerk	12.58
24610 - Chores Aide	12.43
24620 - Family Readiness And Support Services Coordinator	12.44
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	15.43
25040 - Sewage Plant Operator	14.49
25070 - Stationary Engineer	15.43
25190 - Ventilation Equipment Tender	10.73
25210 - Water Treatment Plant Operator	14.49
27000 - Protective Service Occupations	
27084 - Alarm Monitor	10.90
27087 - Baggage Inspector	7.35
27088 - Corrections Officer	12.05
27010 - Coast Security Officer	12.05
27030 - Detection Dog Handler	10.90
27040 - Detection Officer	12.05
27070 - Firefighter	12.05
27101 - Guard I	7.37
27102 - Guard II	10.90
27131 - Police Officer I	12.05
27132 - Police Officer II	13.40
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	9.53
28042 - Carnival Equipment Repairer	10.08
28043 - Carnival Equipment Worker	7.78
28210 - Gate Attendant/Gate Tender	13.18
28310 - Lifeguard	11.01
28330 - Park Attendant (Aide)	14.74
28510 - Recreation Aide/Health Facility Attendant	10.76
28515 - Recreation Specialist	18.26
28630 - Sports Official	11.74
28690 - Swimming Pool Operator	17.71
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	15.20
29020 - Hatch Tender	15.20
29030 - Line Handler	15.20
29041 - Stevedore I	14.22
29042 - Stevedore II	16.25
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (NFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (NFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (NFO) (see 2)	27.16
30021 - Archaeological Technician I	17.49
30022 - Archaeological Technician II	19.54
30023 - Archaeological Technician III	24.21
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	21.93
30041 - Drafter/CAD Operator I	17.49
30042 - Drafter/CAD Operator II	19.56
30043 - Drafter/CAD Operator III	20.74
30044 - Drafter/CAD Operator IV	24.21
30081 - Engineering Technician I	14.62
30082 - Engineering Technician II	16.41
30083 - Engineering Technician III	18.36
30084 - Engineering Technician IV	22.34
30085 - Engineering Technician V	27.83

30085 - Engineering Technician VI	33.66
30090 - Environmental Technician	21.10
30210 - Laboratory Technician	20.74
30240 - Mathematical Technician	23.34
30361 - Paralegal/Legal Assistant I	19.06
30362 - Paralegal/Legal Assistant II	21.53
30363 - Paralegal/Legal Assistant III	26.33
30364 - Paralegal/Legal Assistant IV	30.80
30390 - Photo-Optics Technician	21.93
30461 - Technical Writer I	22.17
30462 - Technical Writer II	27.10
30463 - Technical Writer III	32.79
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or	20.74
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 23.00
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	8.15
31030 - Bus Driver	9.89
31041 - Driver Courier	8.97
31260 - Parking and Lot Attendant	7.23
31290 - Shuttle Bus Driver	9.99
31310 - Taxi Driver	8.21
31361 - Truckdriver, Light	8.97
31362 - Truckdriver, Medium	11.61
31363 - Truckdriver, Heavy	12.48
31364 - Truckdriver, Tractor-Trailer	12.48
99000 - Miscellaneous Occupations	
99030 - Cashier	7.46
99050 - Desk Clerk	9.70
99095 - Embalmer	22.74
99251 - Laboratory Animal Caretaker I	16.24
99252 - Laboratory Animal Caretaker II	17.04
99330 - Musician	22.74
99410 - Pest Controller	13.28
99910 - PhotoFinishing Worker	11.95
99710 - Recycling Laborer	16.76
99711 - Recycling Specialist	16.27
99730 - Refuse Collector	10.24
99810 - Sales Clerk	8.95
99820 - School Crossing Guard	15.03
99830 - Survey Party Chief	20.30
99831 - Surveying Aide	11.54
99832 - Surveying Technician	15.00
99840 - Vending Machine Attendant	20.19
99841 - Vending Machine Repairer	23.57
99842 - Vending Machine Repairer Helper	20.19

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$9.50 per hour or \$140.00 per week or \$606.67 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 4 weeks after 3 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) **COMPUTER EMPLOYEES:** Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 for on a salary or fee basis at a rate not less than \$455 per week; an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.408) wage rates may not be listed on this wage determination for all occupations

within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour, conformance may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, drying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or 3.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006,

unless otherwise indicated, Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at <http://www.dol.gov/easa/whd/> or through the Wage Determinations On-Line (WDOC) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE (Standard Form 1444 (SF 1444))

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. (See Section 4.6 (C) (vi)) When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b) (2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

Eddie Baza Calvo
Governor



Benita Manglona
Director, Dept. of Admin. (Acting)

GENERAL SERVICES AGENCY
Government of Guam
148 Route 1 Marine Drive Corp
Piti, Guam 96915

Ray Tenorio
Lt. Governor

George A. Santos
Deputy Director

AFFIDAVIT re NON-COLLUSION

TERRITORY OF GUAM)
) ss.
HAGATNA, GUAM)

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

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

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

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

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

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

NOTARY PUBLIC
My commission expires _____, _____.

AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSION

TERRITORY OF GUAM)
) SS:
 HAGATNA, GUAM)

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

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

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

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

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

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

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

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

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

 NOTARY PUBLIC
 My commission expires _____

AFFIDAVIT re CONTINGENT FEES

TERRITORY OF GUAM)
) SS:
HAGATNA, GUAM)

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

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

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

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

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

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

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

NOTARY PUBLIC
My commission expires _____

GOVERNMENT OF GUAM

GENERAL SERVICES AGENCY
148 Route 1, Marine Corp. Drive
Piti, Guam 96915

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 _____ 2011

(PRINCIPAL) (SEAL)

(WITNESS)

(TITLE)

(MAJOR OFFICER OF SURETY)

(TITLE)

(MAJOR OFFICER OF SURETY)

(TITLE)

(RESIDENT GENERAL AGENT)

INSTRUCTION TO PROVIDERS:

NOTICE to all Insurance and Bonding Institutions:

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

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

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

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

**GOVERNMENT OF GUAM
GENERAL TERMS AND CONDITIONS**

SEALED BID SOLICITATION AND AWARD

Only those Boxes checked below are applicable to this bid.

- [X] 1. **AUTHORITY:** This solicitation is issued subject to all the provision of the Guam Procurement Act (5GCA, Chapter 5) and the Guam Procurement Regulations (copies of both are available at the Office of the 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.
- [X] 2. **GENERAL INTENTION:** Unless otherwise specified, it is the declared and acknowledged intention and meaning of these General Terms and conditions for the bidder to provide the Government of Guam (Government) with specified services or with materials, supplies or equipment completely assembled and ready for use.
- [X] 3. **TAXES:** Bidders are cautioned that they are subject to Guam Income Taxes as well as all other taxes on Guam Transactions. Specific information on taxes may be obtained from the Director of Revenue and Taxation.
- [X] 4. **LICENSING:** Bidders are cautioned that the Government will not consider for award any offer submitted by a bidder who has not complied with the Guam Licensing Law. Specific information on licenses may be obtained from the Director of Revenue and Taxation.
- [X] 5. **LOCAL PROCUREMENT PREFERENCE:** All procurement of supplies and services where possible, will be made from among businesses licensed to do business on Guam in accordance with section 5008 of the Guam Procurement Act (5GCA, Chapter 5) and Section 1-104 of the Guam Procurement Regulations.
- [X] 6. **COMPLIANCE WITH SPECIFICATIONS AND OTHER SOLICITATION REQUIREMENTS:**
Bidders shall comply with all specifications and other requirements of the Solicitation.
- [] 7. **"ALL OR NONE" BIDS:** NOTE: By checking this item, the Government is requesting all of the bid items to be bid or none at all. The Government will not award on an itemized basis.
- [X] 8. **INDEPENDENT PRICE DETERMINATION:** The bidder, upon signing the Invitation for Bid, certifies that the prices in his bid were derived at without collusion, and acknowledge that collusion and anti-competitive practices are prohibited by law. Violations will be subject to the provision of Section 5651 of that of the Guam Procurement Act. Other existing civil, criminal or administrative remedies are not impaired and may be in addition to the remedies in Section 5651 of the Government code.
- [X] 9. **BIDDER'S PRICE:** The Government will consider not more than two (2) (Basic and Alternate) item prices and the bidder shall explain fully each price if supplies, materials, equipment, and/or specified services offered comply with specifications and the products origin. Where basic or alternate bid meets the minimum required specification, cost and other factors will be considered. Failure to explain this requirement will result in rejection of the bid.
- [X] 10. **BID ENVELOPE:** Envelope shall be sealed and marked with the bidder's name, Bid number, time, date and place of Bid Opening.
- [X] 11. **BID GUARANTEE REQUIREMENT:** Bidder is required to submit a Bid Guarantee Bond or standby irrevocable Letter of Credit or Certified Check or Cashier's Check in the same bid envelope to be held by the Government pending award. The Bid Guarantee Bond, Letter of Credit, Certified Check or Cashier's Check must be issued by any local surety or banking institution licensed to do business on Guam and made payable to the Treasure of Guam in the amount of fifteen percent (15%) of his highest total bid offer. The Bid Bond must be submitted on Government Standard Form BB-1 (copy enclosed). Personal Checks will not be accepted as Bid Guarantee. If a successful Bidder (contractor) withdraws from the bid or fails to enter into contract within the prescribed time, such Bid guarantee will be forfeited to the Government of Guam. Bids will be disqualified if not accompanied by Bid Bond, Letter of Credit, Certified Check or Cashier's check. Bidder must include in his/her bid, valid copies of a Power of Attorney from the Surety and a Certificate of Authority from the Government of Guam to show proof that the surety company named on the bond instrument is authorized by the Government of Guam and qualified to do business on Guam. For detailed information on bonding matters, contact the Department of Revenue and Taxation. Failure to submit a valid Power of Attorney and Certificate of Authority on the surety is cause for rejection of bid. (GPR Section 3-202.03.3) **Pursuant to Public Law 27-127, all competitive sealed bidding for the procurement of supplies or services exceeding \$25,000.00 a 15% Bid Security of the total bid price must accompany the bid package.**
- [X] 12. **PERFORMANCE GUARANTEE:** Bidders who are awarded a contract under this solicitation, guarantee that goods will be delivered or required services performed within the time specified. Failure to perform the contract in a satisfactory manner may be cause for suspension or debarment from doing business with the Government of Guam. In addition, the Government will hold the Vendor liable and will enforce the requirements as set forth in Section 40 of these General Terms and Conditions.
- [X] 13. **SURETY BONDS:** Bid and Performance Bonds coverage must be signed or countersigned in Guam by a foreign or alien surety's resident general agent. The surety must be an Insurance Company, authorized by the government of Guam and qualified to do business in Guam. Bids will be disqualified if the Surety Company does not have a valid Certificate of Authority from the Government of Guam to conduct business in Guam.
- [X] 14. **COMPETENCY OF BIDDERS:** Bids will be considered only from the such bidders who, in the opinion of the Government, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.

- [X] 15. **DETERMINATION OF RESPONSIBILITY OF BIDDERS:** The Chief Procurement Officer reserves the right for securing from bidders information to determine whether or not they are responsible and to inspect plant site, place of business; and supplies and services as necessary to determine their responsibility in accordance with Section 15 of these General Terms and Conditions (GPR Section 3-401).
- [X] 16. **STANDARD FOR DETERMINATION OF LOWEST RESPONSIBLE BIDDER:** In determining the lowest responsible offer, the Chief Procurement Officer shall be guided by the following:
- a) Price of items offered.
 - b) The ability, capacity, and skill of the Bidder to perform.
 - c) Whether the Bidder can perform promptly or within the specified time.
 - d) The quality of performance of the Bidder with regards to awards previously made to him.
 - e) The previous and existing compliance by the Bidder with laws and regulations relative to procurement.
 - f) The sufficiency of the financial resources and ability of the Bidder to perform.
 - g) The ability of the bidder to provide future maintenance and services for the subject of the award.
 - h) The compliance with all of the conditions to the Solicitation.
- [X] 17. **TIE BIDS:** If the bids are for the same unit price or total amount in the whole or in part, the Chief Procurement Officer will determine award based on 2 GAR, Div. 4, § 3109(o) (2) or to reject all such bids.
- [X] 18. **BRAND NAMES:** Any reference in the Solicitation to manufacturer's Brand Names and number is due to lack of a satisfactory specification of commodity description. Such preference is intended to be descriptive, but not restrictive and for the sole purpose of indicating prospective bidders a description of the article or services that will be satisfactory. Bids on comparable items will be considered provided the bidder clearly states in his bid the exact articles he is offering and how it differs from the original specification.
- [X] 19. **DESCRIPTIVE LITERATURE:** Descriptive literature(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The literature furnished must clearly identify the item(s) in the Bid. The descriptive literature is required to establish, for the purpose of evaluation and award, details of the product(s) the bidder proposes to furnish including design, materials, components, performance characteristics, methods of manufacture, construction, assembly or other characteristics which are considered appropriate. Rejection of the Bid will be required if the descriptive literature(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the descriptive literature(s) by the time specified in the Solicitation will require rejection of the bid.
- [] 20. **SAMPLES:** Sample(s) of item(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The sample(s) should represent exactly what the bidder proposes to furnish and will be used to determine if the item(s) offered complies with the specifications. Rejection of the Bid will be required if the sample(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the sample(s) by the time specified in the Solicitation will require rejection of the Bid.
- [] 21. **LABORATORY TEST:** Successful bidder is required to accompany delivery of his goods with a Laboratory Test Report indicating that the product he is furnishing the Government meets with the specifications. This report is on the bidder's account and must be from a certified Testing Association.
- [X] 22. **AWARD, CANCELLATION, & REJECTION:** Award shall be made to the lowest responsible and responsive bidder, whose bid is determined to be the most advantageous to the Government, taking into consideration the evaluation factors set forth in this solicitation. No other factors or criteria shall be used in the evaluation. The right is reserved as the interest of the Government may require to waive any minor irregularity in bid received. The Chief Procurement Officer shall have the authority to award, cancel, or reject bids, in whole or in part for any one or more items if he determines it is in the public interest. Award issued to the lowest responsible bidder within the specified time for acceptance as indicated in the solicitation, results in a bidding contract without further action by either party. In case of a error in the extension of prices, unit price will govern. It is the policy of the Government to award contracts to qualified local bidders. The Government reserves the right to increase or decrease the quantity of the items for award and make additional awards for the same type items and the vendor agrees to such modifications and additional awards based on the bid prices for a period of thirty (30) days after original award. No. award shall be made under this solicitation which shall require advance payment or irrevocable letter of credit from the government (2 GAR, Div.4 §1103).
- [X] 23. **MARKING:** Each outside container shall be marked with the Purchase Order number, item number, brief item description and quantity. Letter marking shall not be less than 3/4" in height.
- [X] 24. **SCHEDULE FOR DELIVERY:** Successful bidder shall notify the General Services Agency, Telephone Nos. 475-1707 or 475-713, at least twenty-four (24) hours before delivery of any item under this solicitation.
- [] 25. **BILL OF SALE:** Successful supplier shall render Bills of Sale for each item delivered under this contract. Failure to comply with this requirement will result in rejection of delivery. The Bill of Sale must accompany the items delivered but will not be considered as an invoice for payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.
- [X] 26. **MANUFACTURER'S CERTIFICATE:** Successful bidder is required, upon delivery of any item under this contract, to furnish a certificate from the manufacturer indication that the goods meet the specifications. Failure to comply with this request will result in rejection of delivery payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.
- [X] 27. **INSPECTION:** All supplies, materials, equipment, or services delivered under this contract shall be subject to the inspection and/or test conducted by the Government at destination. If in any case the supplies, materials, equipment, or services are found to be defective in material, workmanship, performance, or otherwise do not conform with the specifications, the Government shall have the right to reject the items or require that they be corrected. The number of days required for correction will be determined by the Government.

28. **MOTOR VEHICLE SAFETY REQUIREMENTS:** The Government will only consider Bids on motor vehicles which comply with the requirements of the National Traffic and Motor Vehicle safety Act of 1966 (Public Law 89-563) and Clean Air Act as amended (Public Law 88-206), that are applicable to Guam. Bidders shall state if the equipment offered comply with these aforementioned Federal Laws.
29. **SAFETY INSPECTION:** All motor vehicles delivered under this contract must pass the Government of Guam Vehicle Inspection before delivery at destination.
30. **GUARANTEE:**
- a) Guarantee of Vehicle Type of Equipment:**
The successful bidder shall guarantee vehicular type of equipment offered against defective parts, workmanship, and performance, for a period of not less than one (1) year after date of receipt of equipment. Bidder shall also provide service to the equipment for at least one (1) year. Service to be provided shall include, but will not be limited to tune ups (change of spark plugs, contact points and condensers) and lubrication (change of engine and transmission oil). All parts and labor shall be at the expense of the bidder. All parts found defective and not caused by misuse, negligence or accident within the guarantee period shall be repaired, replaced, or adjusted within six (6) working days after notice from the Government and without cost to the Government. Vehicular type of equipment as used in this context shall include equipment used for transportation as differentiated from tractors, backhoes, etc.
- b) Guarantee of Other Type of Equipment:**
The successful bidder shall guarantee all other types of equipment offered, except those mentioned in 30a, above, against defective parts, workmanship, and performance for 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.

[X] 40. **LIQUIDATED DAMAGES:** When the contractor is given notice of delay or nonperformance as specified in Paragraph 1 (Default) of the Termination for Default Clause of this contract and fails to cure in the time specified, the contractor shall be liable for damages for delay in the amount of one-fourth of one percent (1%) of outstanding order per calendar day from date set for cure until either the territory reasonable obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contractor's delay or nonperformance is excused under Paragraph 40 (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this contract, liquidated damages shall not e due the territory. The contractor remains liable for damages caused other than by delay. 2 GAR, Div. 4 §6101(9) (a).

[X] 41. **PHYSICAL LIABILITY:** If it becomes necessary for the Vendor, either as principal, agent or employee, to enter upon the premises or property of the Government of Guam in order to construct, erect, inspect, make delivery or remove property hereunder, the Vendor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of any accidents, injuries or damages to any person or property during the progress of the work herein covered, and to be responsible for, and to indemnify and save harmless the Government of Guam from the payment of all sums of money by reason of all or any such accidents, injuries or damages that may occur upon or about such work, and fines, penalties and loss incurred for or by reasons of the violations of any territorial ordinance, regulations, or the laws of Guam or the United States, while the work is in progress. Contractor will carry insurance to indemnify the Government of Guam against any claim for loss, damage or injury to property or persons arising out of the performance of the Contractor or his employees and agents of the services covered by the contract and the use, misuse or failure of any equipment used by the contractor or his employees or agents, and shall provide certificates of such insurance to the Government of Guam when required.

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

Name: _____

Title: _____

Address: _____

Telephone: _____

GOVERNMENT OF GUAM

SEALED BID SOLICITATION INSTRUCTIONS

1. **BID FORMS:** Each bidder shall be provided with two (2) sets of Solicitation forms. Additional copies may be provided upon request. Bidders requesting additional copies of said forms will be charged per page in accordance with 5 GCA § 10203 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 2 GAR, Div.4 §3109(k)).
 - b) **Treatment:** No late bid, late modification, or late withdrawal will be considered unless received before contract award, and the bid, modification, or withdrawal would have been timely but for the action or inaction of territorial personnel directly serving the procurement activity.
8. **DISCOUNTS:**
 - a) Notwithstanding the fact that prompt payment discounts may be offered, such offer will not be considered in evaluating bids for award unless otherwise specified in the Solicitation. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of bids.
 - b) In connection with any discount offered, time will be computed from date of delivery and acceptance of the supplies to the destination as indicated in the purchase order or contract. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Government check.
9. **GOVERNMENT FURNISHED PROPERTY:** No material, labor or facilities will be furnished by the Government unless otherwise provided for in the Solicitation.

10. **SELLER' INVOICES:** Invoices shall be prepared and submitted in quadruplicate (one copy shall be marked "original") unless otherwise specified. Invoices shall be "certified true and correct" and shall contain the following information: Contract and order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices, and extended total. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading.

11. **RECEIPT, OPENING AND RECORDING OF BIDS:** Bids and modifications shall be publicly opened in the presence of one or more witnesses, at the time, date, and place designated in the Invitation for Bids. The name of each bidder, the bid price, and such other information as is deemed appropriate by the Procurement Officer, shall be read aloud and recorded, or otherwise made available. The names and addresses of required witnesses shall be recorded at the opening. The opened bids shall be available for public inspection except to the extent the bidder designates trade secrets or other proprietary data to be confidential as set forth in accordance with Section 12, below. Material so designated shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. Prices, makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary (Guam Procurement Regulations 2 GAR, Div.4 §3109(k)).

12. **CONFIDENTIAL DATA:** The Procurement Officer shall examine the bids to determine the validity of any requests for nondisclosure of trade secrets and other proprietary data.

I. Introduction

The Government of Guam (GovGuam) recognizes the competitive nature of telecommunication services and invites telecommunications service providers to offer services in accordance with the terms and conditions of this IFB.

II. Purpose of the Invitation for Bid

The purpose of this Invitation for Bid (IFB) is to enable the Government of Guam to establish a Price List for Telecommunication Services (PLTS). The Price List will be for a comprehensive set of voice, data, and television services that are routinely used by the Government of Guam.

Each Part of the IFB shall be treated separately for bid submission and shall not affect the other Parts of the bid.

Bid Submission for the following services:

- Part A - Central Office (CO)/Centrex Telephone Services
- Part B - Non-Centrex Cable or Wireless Telephone Services
- Part C - Mobile Telephone Services
- Part D - Integrated Services Digital Networking (ISDN) Primary Rate Interface (PRI), Basic Rate Interface (BRI), and Session Initiation Protocol (SIP) Trunks
- Part E - Dedicated GovGuam Wide Area Network (GGWAN) Data Communication Services
- Part F - Broadband Internet Access
- Part G - Digital Subscriber Line (DSL)/Cable or Wireless Internet Services for Small Offices
- Part H - Television Services
- Part I - Routers, Managed Switches, and Network Equipment
- Part J - Direct Inward Dialing (DID) Numbers

Bidder may respond to one Part or all Parts of the IFB.

The term of the awards that will be made in accordance with this IFB will be for 5 years upon availability of funding. The Government of Guam may elect to extend the awards for no more than two (2) consecutive one (1) year terms upon availability of funding.

This IFB constitutes authority over the conditions of the purchase by the Government of Guam and authorizes the release of customer records and other information to the GovGuam Bureau of Information Technology (BIT) in accordance with Section 222 of the U.S. Telecommunications Act of 1996. The chief executive of any independent organization shall specify the office and person that shall receive the data and information required under this IFB.

The Bidder shall treat the Government of Guam as a "Best Customer" and shall provide to the GovGuam the lower price for a service if such price is provided to another customer of about equal or lesser size.

The Bidder is to provide a Notice to the Chief Procurement Officer of any lower prices offered for a service. Should rates not be adjusted, the GovGuam shall be entitled to a 10% penalty in addition to the price difference for the period of time another customer that is smaller than or equal to the size of GovGuam receives a larger discount for tariff services provided for under this IFB.

The Bidder is sometimes referred to as Bidder/Contractor/Service Provider in this IFB when necessary to denote the responsibilities of the Bidder following the award of the contract.

III. Background Information

Attachment A of this IFB consists of a number of Appendices from a draft of the Brief Summary and Assessment of Telecommunication Services Used by the Government of Guam (Assessment). While the assessment is a work in progress, the Appendices are provided to enable the Bidders to better understand the major telecommunication services that are in use by the GovGuam.

The GovGuam intends to acquire these services through competitive procurement. Appendix A is a complete list of services provided by GTA.

A. Part A - Central Office (CO) Centrex Telephone Services

Appendix B and C of the Assessment is a list of the telephone services currently being used by the Government of Guam. The data is based on information from Appendix A. Appendix B contains a list of all current Centrex services and Appendix C is a list of the Government Telephone Services provided to GovGuam by the current provider.

Appendix B shows that there are about:

- .. 675 Billed Government Telephone Service Lines
- .. 1,686 Billed Centrex Telephones Service Lines
- .. 2,361 Total Estimated Lines

The assessment is a review of the services and comparisons between the results of the IFB of the GDOE and the IFB and non-bid authorizations of procurements. This is a work in progress by the Telecommunications and Information Policy Group of the Social Science Research Institute of the University of Hawaii.

The GovGuam plans to acquire around 1,686 Central Office (CO) and plain old telephone services (POTS) based telephone services through this IFB.

Bidder shall be aware that small offices that close during disasters may use the non-Centrex based services in Part B of this IFB.

Appendix C shows that some GovGuam agencies are using a Government Hosted Private Branch Exchange (PBX) or standalone PBX system. The telephones and services for the Government Hosted and standalone PBX systems are not included in this IFB. A determination by each GovGuam agency to continue with a "Hosted PBX" or standalone PBX will be made following the Price List established by this IFB. Should a GovGuam agency decide to continue with any existing service, then, a separate IFB may be issued for the support of this service.

B. Part B - Non-Centrex Cable or Wireless Telephone Services

For smaller agencies that will not need line powered CO Centrex Telephone Services, the GovGuam is requesting competitive bids for cable or wireless telephone services for small offices. The GovGuam agency may select this option only for sites that are not considered essential during disasters.

The GovGuam estimates that at least ten (10) offices may use this type of service. More may use the service, depending on the cost of the service and features provided. There may be several hundred lines.

C. Part C - Mobile Telephone Services

The GovGuam currently uses mobile telephone services. There are over 80 GSM accounts with GTA. The GovGuam will be seeking a corporate plan for these mobile services. The corporate plan will include shared minutes, unlimited texting, no-cost nights and weekends, and other plan features comparable to plans offered throughout the United States. An optional data plan will also be required as part of this IFB. The GovGuam plans to use at least 50 of these mobile services in a corporate GovGuam plan.

Bidder shall port the current mobile phone to new service

D. Part D - Integrated Services Digital Networking (ISDN) Primary Rate Interface (PRI), Basic Rate Interface (BRI), and Session Initiation Protocol (SIP) Trunks

The GovGuam currently uses ISDN Primary Rate Interface (PRI), ISDN Basic Rate Interface (BRI), and Session Initiation Protocol (SIP) Trunks. Appendix E of the Assessment contains a listing of the current trunks and pricing for the GovGuam. There are about 22 PRI and 3 BRI circuits. Although the GovGuam does not currently use SIP trunking, the price differential between PRI channels and SIP trunks may yield sufficient savings to warrant a conversion, at least for those sites that do not use PRIs or BRIs for video teleconferencing applications. The GovGuam will use an estimated 12 PRIs, 2 BRIs, and up to 30 SIP trunks.

E. Part E - Dedicated GovGuam Wide Area Network (GGWAN) Data Communication Services

Part E of this IFB is for a Government of Guam Wide Area Network. The GGWAN connects government offices to the GovGuam Data Center (GDC) in Hagatna through Ethernet based capacity. Appendix F of the Assessment shows that GovGuam is currently using a minimum 5 Mbps ETS service and a managed router service. There are an estimated 46 of these circuits that are in use.

The GovGuam has established a centralized server farm which requires higher bandwidth to ensure good response. The GovGuam is seeking dedicated fiber based capacity of 1 or 10 Gbps that would be used only by authorized GovGuam agencies. The Bidder must provide these services in a fiber ring topology to each site. The Bidder shall provide a single line diagram for a site and identify the demarcation. The network node must be installed within 90 days after receipt of a purchase order.

F. Part F - Broadband Internet Access

The Broadband Internet service is for users connected to the GGWAN. The GovGuam issued an IFB for a Price List for High Capacity Internet Access in 2007. Awards were made for T1 and 512 Kbps Internet links. The current services are aggregated via a router from the GDC rather than used from an ordering agency.

The Bidder will be required to provide per 1 Mbps pricing for Internet Access in 6 Different categories:

1-25 Mbps	76-100 Mbps
26-50 Mbps	101-150 Mbps
51-75 Mbps	151-200 Mbps

Bidder must install the Internet capacity within 30 days from receipt of a purchase order. The Bidder must meet the service level and operational requirements for the Internet Access and must have and/or agree to establish a peering relationship with the major Internet Service providers (GTA, IT&E, MCV, PDS) for all local Internet traffic.

The GovGuam is using approximately 12 Mbps for Internet Access. Depending on the price offered, the GovGuam plans to increase the capacity substantially.

G. Part G-Digital Subscriber Line (DSL)/Cable or Wireless Internet Services for Small Offices

There are a number of GovGuam sites that do not need GGWAN services but do need Internet access. For these offices, the GovGuam plans to use DSL/Cable or Wireless Internet Services. The DSL/Cable or Wireless Internet Services may also be used as a backup connection for large offices. The list of existing DSL/Cable Internet services provided to GovGuam by the current provider is also provided in the Assessment.

The GovGuam may use 10 to 70 Mbps of these services. More capacity may be added Over time.

H. Part H - Television Services

The GovGuam requires television services in Government agencies. The services must provide the full range of non-premium channels.

GovGuam anticipates a minimum of 5 agencies will be using this service. The provider must provide a basic installation, monthly recurring cost for the first television, and monthly recurring cost for any additional television service within a building.

I. Part I - Routers, Managed Switches, and Network Equipment

The GovGuam has standardized on Cisco routers and switches. The Bidder must provide a single price for the purchase of all Cisco products, a price for shipping and installation of all equipment which exceeds \$1,000 and a annual maintenance of all equipment and software that GovGuam elects to have on maintenance for 5 years. New equipment shall have a 1 year warranty. The existing equipment that GovGuam decides to place under maintenance will be at the awarded price. GovGuam anticipates purchasing 4-20 routers and managed switches in the next two years upon availability of funds.

J. Part J - Direct Inward Dialing (DID) Numbers Blocks

The GovGuam will require DID Number Blocks for the GovGuam PBX systems. The GovGuam will acquire 3-10 Number Blocks of 100 DIDs.

IV. General Requirements and Conditions for the Invitation for Bid

A. GOVERNMENT OF GUAM GENERAL TERMS AND CONDITIONS FOR SEALED BIDS

The Bidder shall comply with all terms and condition of this IFB, the Government of Guam General Terms and Conditions for Sealed Bids.

B. BEST CUSTOMER STATUS

The Bidder shall treat the Government of Guam as a "Best Customer" and shall provide to the GovGuam the lower price for a service if such price is provided to another customer of about equal or lesser size. The Bidder is to provide a Notice to the Procurement Officer and the GovGuam Bureau of Information Technology of any lower prices offered for a service. Should rates not be adjusted, the GovGuam shall be entitled to a 10% penalty in addition to the price difference on a prorated monthly basis if another customer the smaller than or equal to the size of GovGuam receives a larger discount for services provided for under this IFB.

C. AUTHORIZED TELECOMMUNICATION SERVICE PROVIDER

If the telecommunication service to be provided by the Bidder requires that the Bidder be authorized to provide the service or goods by the Guam Public Utilities Commission (GPUC), the Federal Communications (FCC), and/or the Universal Service Administrative Company (USAC), then, the Bidder shall provide a copy of all appropriate authorizations (e.g. Certificate of Public Convenience and Necessity).

D. BID PREPARATION

1. Instructions - Bids must be prepared in conformity with all instructions, conditions, and requirements included in this IFB and the Government of Guam General Terms and Conditions for Sealed Bids. In addition to the provisions of the IFB, any additional clauses or provisions required by the laws and regulations of the GovGuam that are in effect at the time of execution of the contract are incorporated. Bidders are required to examine and comply all conditions. Failure to observe all terms and conditions will be at the Bidder's risk.

2. Special Conditions - The GovGuam General Terms and Conditions for Sealed Bids applies to all parts of the IFB. In addition, each section may contain Special Terms and Conditions within the Part that will apply only to that Part.

IFB Specific Information - The IFB requires that information be provided.

Technical Information is required for the following Parts of the IFB

Part A - Centrex Services

Part D - GG Wide Area Network (1 or 10 Gbps)

Part E - Broadband Internet Access Point-by-Point Response

The IFB requires a Point-by-Point response. To facilitate the IFBs, a spreadsheet form is provided. This Form must be completed for the IFB General Requirements section, Parts A, B, and C. The Forms are labeled as Bid Forms 0, 1, 4 and 7. The Bidder may adjust the row heights.

SPIN and SPAC Service Provider Identification Number (SPIN) and Service Provider Annual Certification (SPAC) A SPIN is required. Bidder should make sure that the SPAC is updated and shows updated on the SLD Web Site CD or DVD Disk with Copies of IFB Documents. The IFB requires that 1 original and 4 copies of the Bid (including all Bid Forms) be submitted together with a Disk containing the complete electronic version of the Bid. Bidder should make appropriate copies.

3. Bid Forms - The following is a list and description of the Bid Forms for the IFB. This is provided for the convenience of the Bidder.

Bid Form Number Description 0 Point-by-Point Response to General Requirements of IFB - Bidder to fill out Columns C and D

- 1 Point-by-Point Response for Centrex Telephone Service
- 2 Price Bid for Centrex Telephone Service
- 3 Price Bid for Centrex Telephone Instruments
- 4 Point-by-Point Response for Non-Centrex Telephone Service
- 5 Price Bid for Non-Centrex Telephone Service
- 6 Price Bid for Non-Centrex Telephone Instruments
- 7 Point-by-Point Response for Mobile Telephone Service
- 8 Price Bid for Mobile Phone Services and Devices
- 9 Evaluation Model for Mobile Telephone Service
- 10 ISDN PRI, BRI, and SIP Trunks
- 11 GovGuam Wide Area Network (1 and 10 Gbps)
- 12 Broadband Internet Access Services
- 13 Cable, DSL or Wireless Internet Services for Small Offices
- 14 Cisco Routers, Managed Switches, and Networking Equipment Price Bid and Evaluation Model
- 15 Television Services
- 16 DID Number Blocks

4. If a Bidder is planning to submit a bid for more than one telecommunication service or equipment, the Bidder only has to provide one copy of the required Bid Submission documentation (e.g. Technical Information, Affidavits, etc.). The Bidder is required and reminded to reference the Bid Part which contains all the necessary forms.

The Bidder may provide any other information that is specific to the Part that is required or the Bidder wants to provide. Please be sure that the additional information for the service is included and labeled in the other sections.

5. Cost of Bid Preparation - There is no expressed or implied obligation for GovGuam to reimburse responding Bidders for any expenses incurred in preparing any Bid in response to this IFB.

6. Pricing of Service - The IFB pricing of Monthly Recurring Costs shall be a firm fixed price. The Bidder shall not apply any surcharges or other fees to the service which are not been identified in the Bidder's price.

7. Individual Case Basis (ICB) Tariff - The Bidder, as may be required by the Guam Public Utilities Commission (GPUC) in accordance with the Guam Telecommunications Act of 2005, shall submit a copy of any ICB filing and shall submit a copy of the GPUC Orders and Decisions regarding an ICB within two working days of the filings and/or decision(s). The information shall be submitted to the Director of the BIT. Any failure to perform this requirement shall result in a \$1,000 a day penalty. The GovGuam does not need any Long Run Incremental Cost (LRIC) confidential information. The GovGuam does require that the ICB include (a) a specific technical description of the service; (b) a description how the service will be provisioned to meet the specifications of the IFB; and the cost. The cost shall identify any and all costs associated with the service and shall be consistent with the costs proposed in the appropriate Bid Form. The GovGuam also requires that any and all general terms, specification, and special conditions of the IFB be incorporated into the ICB Tariff or incorporated through a reference in the ICB Tariff.

8. Sealed Bids - The Bidder shall submit the binder Bids in sealed envelope or enclosed box clearly marked (IFB XXX) - PART "X". The Bidder is also instructed, in accordance with the IFB procedures. If the Bidder is submitting bids for multiple Parts, the Bidder may submit a comprehensive technical information to cover all parts of the IFB.

9. Revisions and Amendments to the IFB - GovGuam reserves the right to amend the IFB at any time. In the event that it is necessary to revise any part of the IFB, an amendment will be provided to all Bidders who are known to the department as having received the IFB and having been registered as to their intent to submit a Bid. Acknowledgement of receipt of all issued addenda /Amendments is required from all Bidders and should be included in the Bid submission.

10. Cancellation of the IFB - GovGuam reserves the right to cancel the IFB, in whole or in part at any time, or reject any or all proposals submitted in response to the IFB, when this action is determined to be fiscally advantageous to the Government or otherwise in the best interest of the Government.

E. TYPE OF CONTRACT - The IFB will result in multiple Price Lists for Telecommunication Services or equipment established through a Fixed Price Contract in accordance with the terms of the IFB.

F. TERM OF CONTRACT

Each Part will be awarded separately in accordance with the terms of this IFB. The Price Lists shall be for a period of 5 years with a for two (2) one-year extensions upon availability of funds.

G. PRICE LIST - The final determination of the quantity of the type of circuits, services, equipment, and the like, will be made after analysis of cost proposed and the availability of funding. The GovGuam agencies and entities identified and mentioned in this IFB are not obligated to purchase all or any services listed in this IFB. The Bidder shall be aware that some purchases will be dependent on federal funding as described below and require that the bidder/Contractor prepare and submit documents to U.S. Government agencies and/or the U.S. Government contractor (e.g. Universal Service Administrative Company (USAC)).

Successful Bidder will provide instruments.

The Bidder/Contractor must comply with all federal government procedures, including the reimbursement procedures for the USAC, if so elected by GovGuam.

H. ALL GOVERNMENT AGENCIES

The Price List for Telecommunication Services established by this IFB will be used by the Government of Guam for all telecommunication services established through this IFB. GovGuam agencies may elect to competitively purchase PBX or other telecommunication systems which are not included in this IFB in accordance with the procurement procedures of GovGuam.

Independent government agencies such as the Guam Medical Hospital Authority (GMHA), the University of Guam (UOG), Guam Department of Education (GDOE), and/or others may elect to use any of the Price Lists established by this IFB. However, such government public service corporation entities are not under any obligation to use the PLTS established under this IFB.

If an independent GovGuam agency decides to use a Price List for Telecommunication Services, then, all terms and conditions of this IFB shall be extended or applied to the independent agency. For example, this IFB requires that Station Message Detailed Report (SMDR) data be provided to the Bureau of Information Technology for the Executive Branch

I. INVOICES FOR SERVICES

The Invoices for Services shall be billed on a monthly basis to the entity designated by the Government of Guam.

J. BILLING DATA

The billing data for telecommunication services contracts with an ongoing MRC must also be consolidated into an excel spreadsheet or other data format acceptable to the BIT. The data to be provided includes, but is not limited to, the following:

- .. YY-MM of Service
- .. Department
- .. Location of Service
- .. Circuit or Phone Number
- .. Charge

The spreadsheet data must be provided within 7 days following the last day of the month. The failure to comply with this requirement shall result in a % of 1% per day penalty based on the total MRC for the service.

K. STATION MESSAGE DETAILED RECORDING

The Bidder shall provide to the GovGuam Station Message Detail Recording (SMDR) for Long Distance and Mobile phone call data by station line, authorization code, number called, date, time of call start, time of call end, and number of minutes and seconds.

The SMDR data shall be provided in electronic form, on a CD or DVD, as an excel spreadsheet or other data file format as directed by the Bureau of Information Technology (BIT). The data shall be provided on a monthly basis and within 5 working days following the last day of the month.

This IFB constitutes authority over the conditions of the purchase by the Government of Guam and authorizes the release of such customer records and other information to the Bureau of Information Technology and other agencies in accordance with Section 222 of the U.S. Telecommunications Act of 1996. The chief executive of any independent organization shall specify the office and person that shall receive the data and information required under this IFB.

The Bureau of Information Technology, on behalf of the Government of Guam and in accordance with the IFB requirements, shall instruct the Bidder on how the SMDR data shall be provided for all Executive Branch agencies to both the BIT and the Executive Branch agency. The BIT shall provide to the Bidder/Contractor the name of the office or person that will receive the data for each Executive Branch agency.

The SMDR data for the Attorney General and for the Police Department shall be provided directly to the respective office designated by the head of the agency.

For all other Executive Branch agencies, the SMDR shall be provided to the BIT and to the Executive Branch agency.

The head of any independent agency that elects to use the Price List will provide instructions to the Bidder/Contractor regarding the office that should received the SMDR data.

L. AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

The goods and/or services procured through this IFB may be funded, in whole or in part, by the American Recovery and Reinvestment Act (ARRA). If a government agency elects to procure goods or services with ARRA funds, the bidder / Contractor will be required to comply with the terms and conditions set forth by the Act to prevent termination of source funding. Select compliance and assurance requirements of the Act are highlighted in Section VII. Purchases using ARRA Funding are subject to the rules and reporting under the ARRA.

M. UNIVERSAL SERVICE ADMINISTRATIVE COMPANY SERVICE PROVIDER IDENTIFICATION NUMBER (SPIN)

Since this PLTS may be used by the clinical providers of the Guam Department of Public Health and Social Services, all Service Providers are required to obtain a Service Provider Identification Number (SPIN) number from USAC. The SPIN Number must be provided as part of the Bid submission.

If the Bidder does not have a SPIN Number, the Bidder should go to the Universal Service Administrative Company (USAC) web site to obtain and/or renew the SPIN Number. The Bidder should also submit confirmation that the Service Provider Annual Certification has been filed.

1. All purchases made under the Erate, Rural Health Care, and Pacific Broadband Telehealth Demonstration Project (PBTDP) shall be subject to rules of the Schools and Libraries Division (SLD), Rural Health Care Division RHCD), Universal Service Administrative Company (USAC), and Federal Communications Commission (FCC).

2. The GovGuam will inform the Bidder that a purchase is being made under the rules and procedures of the SLD and/or RHCD.

N. PAYMENT SCHEDULE FOR UNIVERSAL SERVICE ERATE AND RURAL HEALTH CARE PROGRAMS

The Bidder shall be aware that the PLTS may be used by the Department of Public Health and Social Services and the Guam Memorial Hospital Authority under the Rural Health Care Program and the Rural Health Care Pilot Program of the Federal Communications Commission.

The Bidder shall be aware that the payment process is considerably complex and cumbersome. To further understand the SLD Erate and the Rural Health Care program process, the Bidder should visit the <http://www.universalservice.org/rhc/> or <http://www.universalservice.org/sl/>.

Rural Health Care (RHC) Pilot Program - In the case of the RHC Pilot Program, the Service Providers shall invoice the customer for 100% of the cost. The customer (health care agency) shall pay a portion of the invoiced amount. The GovGuam with the assistance of the UH TIPG, as the Project Coordinator, will validate invoice items, 15% payment, and complete USAC invoice forms. The Bidder shall be paid the balance directly by the USAC.

The Service Provider will be required to review these USAC invoice forms, sign and mail to the RHCD Project Reviewer. RHCD forwards invoices to USAC for reimbursement to the Service Provider. The payments may take a considerable amount of time. The GovGuam reserves the right to convert back to the standard USAC process.

O. CONTINGENT ON FUNDING AND APPROVALS

The contract and its annual continuation and/or use by GovGuam agencies are contingent upon the availability of local funds, Administrative Company (USAC), approval by the Federal Communications Commission, funding by the U.S. Congress, approval by agencies in accordance with the American Recovery and Reinvestment Act of 2009, and/or the availability of matching funds by the local agencies, as may be appropriate.

P. SERVICE LEVEL REQUIREMENTS AND LIQUIDATED DAMAGES

All services shall have a 99.999% uptime. Failure to meet the uptime on a daily basis shall result in a daily liquidated damage of ¼ of 1% of the monthly recurring cost for each day the service is unavailable following the first 8 hour working period that service is unavailable.

Q. GEOGRAPHIC COVERAGE

The Bidder must be able to provide the services on an island-wide basis and to any and all government departments, agencies, and offices on the island of Guam.

R. LENGTH OF TERM

The Price List established by this IFB will be for a term of five (5) years upon availability of funds, with two (2) additional one-year extension terms upon availability of funds at the sole election by the Government of Guam.

S. BID ANALYSIS - Each Part shall be analyzed and awarded separately.

The final determination of the quantity of the type of circuits, services, equipment, and the like, will be made after analysis of cost proposed and the availability of funding. The GovGuam agencies and entities identified and mentioned in this IFB are not obligated to purchase all or any services listed in this IFB.

Certificate of Authority (Exhibit 3) - Certificate of Authority to provide Local Exchange Service/Interconnection Agreement issued by Guam Public Utilities Commission - The Bidder must hold a current Certification of Authority to provide Telecommunication services on Guam from the Guam Public Utilities Commission. The Bidder must also have a Business License and any other professional certifications for the IFB.

Bidder Qualifications

a. The Bidder shall furnish satisfactory evidence and the requisite experience, ability, including sufficient capital, facilities, and plant, and record which are necessary to prosecute the specific work successfully and promptly within the terms set forth in the IFB.

b. The Bidder shall submit documentation regarding the qualifications of the firm, including a description of the company, current services provided, number of Customers and lines or circuits in service, resumes of key technical and operations personnel, number of personnel in telecommunication operations, type of equipment used in the delivery of services, and training certifications in maintaining key equipment.

c. The Bidder shall list and submit a dossier of relevant personnel qualifications and professional credentials.

d. The Bidder shall submit a list of three or more references and a project history to document a minimum of five (5) years of specifically related experience.

Technical Information - The Bidder shall submit a full, complete, and detailed Technical Information which describes the goods, services, and procedures that completely addresses the requirements presented in the Scope of Work, Specifications and Special Conditions for the Part that the Bidder is competing for. As part of the Technical Information, the Bidder shall provide the following information:

1. Point-by-Point Response - The Bidder shall describe whether the Bidder meets or exceeds all of the system services and feature specifications provided for in the various Parts of the IFB.

Instruction: The Bidder shall use the applicable Bid Form for the Point-by-Point Response. The Bidder must explain how the service is provided in the Point-By Point Response.

The Point-by Point Response in Bid Form 0 is required for all Parts.

The Point by Point Response is required for Parts A (Bid Form 1), B (Bid Form 4), and Part C (Bid Form 7). Bid Forms are provided for the Bidder's convenience and a Spreadsheet of the form may be found on the website of the Bureau of Information Technology.

Telecommunication Facilities - The Bidder shall describe the specific carrier-class facilities and services related to the Part of the Service. The Bidder shall provide a detailed description of the telecommunication system and facilities that will support the service for:

Part A - Central Office (CO) Centrex Telephone Service,
Part B - Non-Centrex Telephone Service,
Part C - Mobile Telephone Services
Part D - Dedicated GovGuam Wide Area Network Data Communication Services,
Part F - Broadband Internet Access, and
Part G - DSL, Cable or Wireless Internet Services.

The Bidder shall also describe how the Bidder's switching systems, networks, power backup, operations capability, and the like. The Bidder shall describe how the system will protect against natural threats such as typhoons, earthquakes, and the like.

The Bidder shall describe how each of the telecommunication services will perform during a power outage at a government building. For all other Parts, as appropriate, a general description will be sufficient.

Project Management, Timetable, and Milestones - If required by the Special Terms and Conditions, the Bidder shall submit a project plan that includes all tasks, timetables, schedules and milestones to provide the telecommunication service. The period to plan and implement the telecommunication service shall not exceed 90 calendar days. Liquidated damages shall be assessed after the 90 day period. The Bidder shall include, in this section, the following information.

a. Project Liaison. Designate a contact person who will serve as the liaison between GovGuam and the Bidder for all matters pertaining to this bid. Include the person's name, title, mailing address, direct telephone line, and fax number.

b. Other Participants and Description of Involvement. Identify and describe any subcontractor parties and services to be involved in carrying out this requirement. Include the person's name, title, mailing address, direct telephone line, email address and fax number.

c. Project Description. Provide a detailed description of equipment and services following the requirements outline format.

d. Project Management Plan. Provide a detailed and consolidated description of how your organization plans to manage the installation and maintenance of the service that is being proposed.

e. Project Start Date. Describe steps taken to ensure a start-up date which will allow you to complete the project on time. Describe the expected availability of equipment and personnel as of that date to support the requirement.

f. Additional Benefit to GovGuam. Describe what the Bidder proposes to perform that will especially benefit the system users and/or make the bid stand out from other applicants. This may include outstanding features of the system, integration, guarantee project timeliness, etc.

4. Operations and Maintenance of System - The Bidder shall describe the maintenance required for any major equipment and/or transmission system provided for under this IFB.

5. Prioritization for Service Restoration - The Bidder shall prioritize the repair or restoration of telecommunication services to GovGuam in the event of a disaster. The Bidder shall describe how the prioritization will be provided. The Bidder shall provide the Bidder's Telecommunications Service Priority (TSP) plan or policy. The TSP should include priority restoration for the Office of the Governor, Department of Homeland Security, Emergency Operations Center, Police, Health and Emergency Services, Bureau of Information Technology and the General Services Agency.

6. Bidder's Professional and Installation Team - The Bidder shall describe the individuals and qualifications of the project team with and task assigned.

7. Training - The Bidder shall provide end-user training in the use of the telecommunication services for the Government of Guam personnel. The Bidder shall submit a description of the type of training appropriate to the service. For Centrex Services - The training in the use of the telephone systems must include hands-on training with the telephone stations and be planned to occur just before cut-over. Training must be provided to BIT and Department or Agency representatives on the system functions, including the auto-attendant function.

GENERAL TERMS AND CONDITIONS - The Bidder must complete and submit a Point-by-Point Response acknowledging agreement and/or compliance with the terms and conditions of the IFB in Bid Form 0. NOTE: THIS IS REQUIRED FROM ALL BIDDERS.

The Bidder is advised that a failure to respond and/or the response may result in disqualification (e.g. any disagreement with the performance bond requirements will result in disqualification). The Bidder shall state its acknowledgement, acceptance, and compliance with the requirement.

ADDITIONAL INFORMATION - The Bidder must submit any additional information, including company and product brochures. The Bidder, for example, must include telephone brochures for the Central Office telephone services bid.

a. The Bidder shall complete and submit the appropriate "Item Pricing Form for the Telecommunication Categories."

b. The Bidder shall complete the electronic spreadsheet and submit both hard and softcopies as part of the bid. The soft copies must be on a CD or DVD.

VII. Requirements for all Solicitations Funded by ARRA

Solicitations and awards that will be funded by the American Recovery and Reinvestment Act (ARRA or Act) must comply with the terms and conditions set forth by the Act to prevent termination of source funding. In some instances these terms and conditions may impose higher standards of reporting, record keeping, and compliance. ARRA rules and regulations shall prevail over any conflicting terms and conditions present in this IFB or local and federal laws.

Select ARRA requirements requiring special attention are highlighted below. Full text of the Act can be found at: <http://www.recovery.gov/>.

A. REGISTRATION IN CCR

Bidders and its subcontractors who are awarded a contract as a result of a solicitation that will be funded by ARRA may be required to register their Data Universal Numbering Systems (DUNS) Number and Taxpayer Identification Number (TIN) in the Central Contractor Registration (CCR).

B. REPORTING REQUIREMENTS

Bidders who are awarded a contract as a result of a solicitation that will be funded by ARRA must submit monthly and quarterly reports to the GOVGUAM identifying the following:

1. Vendor's DUNS number;
2. Award number or other identifying number assigned by the GovGuam or GovGuam Agency;
3. Amount of ARRA funds received by the vendor during the reporting period;
4. Amount of ARRA funds expended or obligated to the vendor during the reporting period;
5. Detailed list of all projects or activities for which ARRA funds were expended or obligated, including:
 - a. The name of the project or activity;
 - b. A description of the project or activity;
 - c. An evaluation of the completion status of the project or activity;
 - d. An estimate of the number of jobs created or retained by the project or activity;
 - e. The primary place of performance of the sub-award, including the city, state, congressional district, and country
 - f. The names and total compensation of the five most highly compensated officers of the company if it received: 1) 80% or more of its annual gross revenues in federal awards; and 2) \$25 million or more in annual gross revenue from federal awards
6. Any other information reasonably requested by the GovGuam, GovGuam Agency, or required by Guam or federal law or regulation.
7. Samples of ARRA reporting forms are included in Attachment B of this IFB. Please be aware that these sample ARRA reporting forms are in draft form and may change over time.

C. SEGREGATION OF FUNDS

Bidders who are awarded a contract as a result of a solicitation that will be funded by ARRA must be willing segregate and refrain from comingling obligations and expenditures of ARRA funds from other sources of funding.

D. TRANSPARENT USE OF GRANT FUNDING

Solicitations and awards that will be funded by ARRA must be completely transparent to prevent the misuse and misappropriation of the funds. All payments made in connection with this solicitation and any award granted therefrom will be publicly reported online at <http://www.federalreporting.gov>.

E. ACCESS TO RECORDS

Bidders who are awarded a contract as a result of a solicitation that will be funded by ARRA must be willing to participate in, either scheduled or unannounced, interviews and examinations of any pertinent books, documents, paper, and records of Bidder related to Bidder's charges and performance under this award by officials from the GovGuam, GDOE (sub-grantee), the Guam Public Auditor's Office (grantee's state auditor), the Office of the Governor of Guam (grantee), the United States Department of Education (grantor), the Office of Inspector General, and Government Auditing/Accountability Office GAO). The failure to comply with this requirement shall result in a \$250 a day penalty. Such Records shall be kept by Bidder for a period of three (3) years after final payment under this award.

F. ACCEPTANCE OF FUTURE REQUIREMENTS

Bidders who are awarded a contract as a result of a solicitation that will be funded by ARRA should be aware that the rules and regulations governing ARRA funding may change over time and additional compliance requirements may be imposed by the grantor.

G. CLEARANCE INVESTIGATION

Bidders who are awarded a contract as a result of a solicitation that will be funded by ARRA will be subject to a clearance investigation to ensure that the vendor's owner (and/or project assigned employees) have not been Debarred, Suspended, or deemed Ineligible from federally funded projects.

H. REQUIREMENT OF AN EEO

Bidders who are awarded a contract as a result of a solicitation that will be funded by ARRA should have an Equal Employment Opportunity Plan (EEO) that complies with 28 CFR § 42.302. For contracts \$500,000 or more, Bidders must identify their company's Civil Rights contact person and provide a copy of their EEO.

I. REQUIREMENT OF AN LEP POLICY

Bidders who are awarded a contract as a result of a solicitation that will be funded by ARRA must have a Limited English Proficiency (LEP) policy and plan that will provide persons with Limited English Proficiency meaningful access to services being provided.

J. "BUY AMERICAN" REQUIREMENTS

Bidders who are awarded a contract as a result of a solicitation that will be funded by ARRA must comply with the "buy American" provisions. Pub. L. 111-5 § 1605(b) (also to be found in 2 C.F.R. §§ 176.60 to 176.170). The "buy American" provisions may be waived under certain very specific criteria identified in section 1605(b) of the ARRA.

1. The "buy American" provisions will apply to all offers and selected contractors must endeavor to insure the compliance of all sub-recipients, contractors and suppliers with the "buy American" provisions unless one of the specified exemptions in Pub. L. 111-5 § 1605(b) applies.

2. Contractors must demonstrate compliance with the "buy American" provisions by obtaining appropriate certification from their suppliers in the component distribution chain until a satisfactory certification is obtained that any iron, steel and manufactured goods used for Subject Activities was manufactured in the United States pursuant to the "buy American" provisions.

K. REQUIREMENTS FOR WAGES PAID

Bidders who are awarded a contract as a result of a solicitation that will be funded by ARRA must comply with the following wage requirements:

1. Wages must be paid at rates not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40 of the United States Code. Pub. L. 111-5 § 1606.

2. Contractors and subcontractors must comply with the Davis-Bacon and related Acts minimum rates for wages determinations issued by the U.S. Department of Labor under Davis-Bacon and related Acts. Information regarding Davis-Bacon and related Acts can be accessed at: <http://www.gpo.gov/davisbacon/>.

L. REQUIREMENTS FOR PAYMENT APPLICATIONS FOR PROJECTS PROCURED USING ARRA FUNDING

Bidders who are awarded a contract as a result of a solicitation that will be funded by ARRA must comply with the following requirements for payment applications:

1. Wages must be paid at rates not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance

M. ADDITIONAL REQUIREMENTS

Bidders who are awarded a contract as a result of a solicitation that will be funded by ARRA must comply with the following additional requirements:

1. All U.S. Department of Education awards of federal funds are subject to the National Environmental Policy Act and other related Federal laws.

2. Adopt the On-The-Job Seat Belt Policy that enforces the use of seatbelts while operating company-owned, company-rented, or personally owned vehicles pursuant to 23 USC § 402 and 29 USC § 668 while providing goods or performing services resulting from this solicitation.

N. PROHIBITED ACTS AND USES

Bidders who are awarded a contract as a result of a solicitation that will be funded by ARRA are prohibited from engaging in the following acts or practices:

1. Using ARRA funding for casinos, gaming establishments, aquariums, zoos, golf courses, swimming pools, athletic facility, or other recreational facilities. ARRA § 1604.
2. Using ARRA funding for the payment of maintenance of systems, equipment, or facilities.
3. Using ARRA funding to improve stadiums and sectarian facilities. ARRA § 14004(c).
4. Employing or using sex offenders to provide the goods or services being procured through this IFB. Employees who are charged with a sex offender crime while working on an ARRA funded project must notify GDOE of the charges against them and must be removed from the project if convicted.
5. Participating in the procurement of sexual services and/or forced-labor practices.
6. Text messaging while driving during official federal funds project work/or grant work or from using government supplied electronic equipment to text message or email when driving pursuant. Executive Order 13513 (October 1, 2009).
7. Discriminating based on race, color, national origin, sex, disability, and age. Additional information on civil rights obligations can be found at <http://www2.ed.gov/policy/gen/leg/recovery/notices/civil-rights.html>.

ITEM NO.	DESCRIPTION	QTY	UOM	MONTHLY PRICE	ANNUAL PRICE
1.1	Central Office Centrex Telephone Services	1686	EA.		

The Government of Guam requires Central Office (CO) Based Telephone Services known generally as Centrex services. The Centrex services may be provided by the Incumbent Local Exchange Carrier (ILEC) or Competitive Local Exchange Carriers (CLECs) that meet the following specifications for Centrex services.

The specifications for the Central Office (CO) based services are not intended to be exclusive. The GovGuam understands that the ILEC and CLECS all have Metaswitch Networks softswitch systems. As such, the ILEC and CLEC carriers should all be capable of meeting the system and feature specifications.

The GovGuam intends to award this contract to provide telephone services for the GovGuam. The number of telephones that may be replaced with this Centrex service are listed in Appendices B and C of the Assessment.

SPECIFICATIONS
SCOPE OF SERVICES,

BIDDING ON / REMARKS

Bidder must be able to provide Plain Old Telephone Services (POTS) and Enhanced Centrex services as specified in the system and station features in the section which follows.

Bidder shall provide use of all system and station features available from the Class 5 serving features of Metaswitch Networks. This includes, but is not limited to, all CFS Basic Feature Set, Hosted PBX feature set, Multi Line Hunt Group (MLHG), Multiple Appearance Directory Numbers (MADN), and MetaSphere Comm Portal BG Administrator, as described in the Business Services Solutions Description Guide VMP-365-0200) issued by Metaswitch.

Bidder shall provide line services through under ground telecommunication interconnection and hardened Central Office facilities.

Bidder may use analog or digital signaling for the Centrex Feature Phones. If digital signaling is used, the Bidder shall describe the impact that it may have on the Centrex service during power outages.

All analog services shall be line powered from the CO or serving vehicle.

The system shall support the current embedded base of FCC 2500 analog handsets.

For the analog Centrex lines proposed by the Bidder, the Bidder shall be aware that facsimile devices may be connected to the analog line. Bidder shall describe any limitations on the use of an analog Centrex line for facsimile services.

Bidder shall provision sufficient digital transmission capacity for the advanced voice services and shall not mix the voice traffic with any data services that a Bidder may provide to the customer group. For digital Centrex lines, 15% of line services ordered by GovGuam shall be continuously line powered by the CO. The digital lines that shall have continuous line power will be designated by the GovGuam.

Bidder must describe how line power will be delivered to the 15% of phones that must operate beyond the 12 hour period.

All other digital lines shall be capable of power for 12 hours following a power outage.

SPECIFICATIONS

BIDDING ON / REMARKS

In summary, all analog basic and feature set lines must be 100% line powered with 15% of all digital sets line powered. The rest (85%) of the digital lines must be powered for a minimum 12 hour period when power to a site is unavailable.

Bidder shall describe how such digital transmission will be provisioned in the IFB for Part A.

Bidder must be able to demonstrate line power for the 15% of digital phones at the time of bid submission. Failure to do so may result in a disqualification of the Bidder.

Bidder shall specifically describe how phone services may be affected after a power outage of more than 12 hours at the user building. Presume for this exercise that there is no power outage at the serving CO facility. The Bidder must indicate what features will be lost during a power outage.

The voice network of the Bidder shall be completely separate from the data network of the GovGuam.

Bidder shall use the existing main and intermediate distribution frames and Inside Wire (IW).

Bidder shall be responsible for the maintenance of all Inside Wire IW) where services are provided.

Bidder shall be responsible for inside wire maintenance and shall reflect the charge for any inside wire in the line charge. IW maintenance shall include replacement due to pests that may eat through IW.

Should new Inside Wire (IW) be required for new phone service, the Bidder shall be required to provide for the new Inside Wire at no additional charge. All IW will terminate at standard jacks and equipment and shall be installed in accordance with the standards of the National Electric Code, the National Electric Safety Codes, Part 68 of the FCC Regulations, equipment manufacturers and other applicable codes. The wiring to the jacks shall be in comparable enclosures based on the condition of the building and office.

Bidder shall provide all Centrex services through a Class 5 switch.

All Centrex connected lines shall be powered through electrical power sent through the Centrex lines. This means that the phone service is not dependent on the power within a building. GovGuam understands that Feature Phones would not have features like call display when the power is unavailable. Bidder must describe any inability to provide such service or feature during a power outage, and/or any condition which may impact the full operations where electric power is unavailable at a building.

Bidder shall describe how the proposed Class 5 switch will provide power to telephone stations during a disaster where the electric power utility is not able to provide power to a building.

Bidder shall describe the self-power generation capability of the Central Office and what the Bidder is responsible for doing pre-, during and post-disaster.

Bidder shall describe the type of power system at the CO and whether such losses of power provided at a CO by the Power Utility will affect the telephone services proposed and how the GovGuam might mitigate against a loss of service for critical agencies.

SPECIFICATIONS

BIDDING ON / REMARKS

Bidder, if not the Incumbent LEC, will port the existing phone numbers to the new system during the initial conversion. Local Number Portability (LNP) is defined by the Telecommunications Act of 1996 as: "the ability of users of telecommunications services to retain, at the same location,

existing telecommunications numbers, without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another." Any charge for LNP shall be embedded in the MRC price of the service.

Bidder, following the initial conversion, shall determine whether there are any conflicts with the establishment of a 5 digit (internal GovGuam dialing plan) for all offices. The determination shall be completed within 30 days after the initial conversion. As part of the determination, the Bidder shall identify the numbers which may be the same following the conversion. The GovGuam will evaluate and consult with the agencies on the conflicts with the numbering plan.

Should the GovGuam elect to implement a 5-digit dialing plan, the Bidder shall work with the Bureau of Information Technology on the implementation of the plan. Once the sole election of the GovGuam to convert to the 5 digit dialing plan, the Bidder shall provide for 5-digit dialing within the GovGuam customer group within 60 days.

The service shall enable the user to set and configure the feature options through a Web Based interface. This will not require the provider to make the changes.

Bidder shall provide, at no additional charge, the election of the GovGuam not to publish numbers. Bidder shall describe the process by which this requirement will be met.

Enhanced E911 - The service must at the time of installation be able to pass identifying digits from an originating station for Enhanced 911 calling party location. At a minimum, the service must be able to identify the building location. It must be able to originate from both proprietary digital telephones as well as analog telephones. The E911 call must be received at the Guam E911 Public Service Answering Point (PSAP) that serves the geographical area of the calling station's physical location.

E911 - Event Notification capability - The service must enable the administrator to automatically send a text message and/or email message to notify authorized individuals that an E911 call has been placed and the originating number of the call.

Flexible Numbering Plan -The service must have the capability to function within a variable numbering plan arrangement for station address designation.

Feature Phone - The Centrex service must operate in tandem with the Feature Phones bid in Bid Form 3.

Caller ID - The Bidder shall provide Caller ID (name and number) on all the display phones.

Call Blocking - The Bidder shall block inbound calls from specific telephone numbers on a requested basis. This will mean that the calling number is not passed through to the called party.

Equal Access - The Bidder shall provide equal access and enable the GovGuam to select a long-distance carrier. The Bidder shall direct all long-distance calls to the LD carriers selected by the GovGuam. The

SPECIFICATIONS

BIDDING ON / REMARKS

Bidder shall ensure that Calling Party ID is passed through the carrier circuits.

Jacks - All services shall be terminated on RJ-11 jacks. Any other termination facility required to provide a service (e.g. RJ-45 (VOIP)) shall be the responsibility of the Bidder with no additional charge to the GovGuam. The Bidder station wiring shall not rely on the internal networks or data network cabling of GovGuam.

Description of Features - The Bidder shall provide a description of the telephone system and station features, functions, and accessories.

Distribution Wiring - The Bidder shall be responsible for interconnecting the Centrex service to the voice circuit at the building distribution frame and use the building distribution wiring.

SMDR Data - The Bidder shall provide to the GovGuam Station Message Detail Recording (SMDR) and Long Distance call data by station line, authorization code, number called, date, time of call start, time of call end, and number of minutes and seconds.

The SMDR data shall be provided in electronic form, on a CD or DVD, as an excel spreadsheet or other data file format as directed by the Bureau of Information Technology (BIT). The data shall be provided on a monthly basis and within 5 working days following the last day of the month.

This IFB constitutes authority over the conditions of the purchase by the Government of Guam and authorizes the release of customer records and other information to the Bureau of Information Technology in accordance with Section 222 of the U.S. Telecommunications Act of 1996. The chief executive of any independent organization shall specify the office and person that shall receive the data and information required under this IFB.

The Bureau of Information Technology, on behalf of the Government of Guam and in accordance with the IFB requirements, shall instruct the Bidder on how the SMDR data shall be provided for all Executive Branch agencies to both the BIT and the Executive Branch agency.

BIT shall provide to the Bidder/Contractor the name of the office or person that will receive the data for each Executive Branch agency.

The SMDR data for the Attorney General and for the Police Department shall be provided directly to the respective office designated by the head of the agency.

For all other Executive Branch agencies, the SMDR shall be provided to the BIT and to the Executive Branch agency.

The head of any independent agency that elects to use the Price List will provide instructions to the Bidder/Contractor regarding the office that should receive the SMDR data.

Bidder shall provide a trouble call number for problems in a 365 x 7 x 24 basis. The Bidder shall be required to respond to any trouble calls within two (2) hours.

Bidder shall provide a trouble ticket tracking system with Web based access that enables updating and direct recordation of the status of the trouble response.

SPECIFICATIONS

BIDDING ON / REMARKS

The system must also enable the recordation of communication between the trouble call center and the customer. The trouble ticketing information and voice recording shall be accessible by the GovGuam for the duration of the bid award.

Bidder shall comply with Communications Assistance for Law Enforcement Act (CALEA).

SYSTEM AND STATION FEATURES

Dialing - The Bidder must have Dual Tone Multi-Frequency (DTMF) Dialing.

Wireless Hands-Free - The Bidder shall propose wireless handsets for both single and multi-line Feature Phones.

Multi-Way Conference Calling -The called party or the calling party in the network can add a third person to the call by briefly depressing the key or switch hook for dial tone. This feature shall be available to all lines.

Advanced Audio Conferencing - The Bidder shall enable the advanced Feature sets based on digital transmission lines to conference up to (ten) 10 participants.

Voice Records - Bidder shall propose an ancillary device that would enable both single and multi-line Feature Phones to record calls and store the recording on Windows desktop computers as a .wav or .mp3 file.

Station Toll Restriction - Stations through their individual class of service may be restricted to various pre-programmed dialing levels, thus prohibiting certain stations from various levels of toll access. This feature must also be able to restrict "dial around" toll access.

Call Pickup - This feature permits one station to answer incoming calls originally directed to another station. This feature shall operate both within defined groups of stations as well as in between groups as a directed call pickup of a particular station.

Call Forwarding - This feature allows a call directed to a station to be routed either to another station, a local exchange station or the attendant with the following variations.

- a. Call Forwarding Variable - Forwards all calls.
- b. Call Forwarding Busy - Forwards calls only if the called station is busy.
- c. Call Forwarding Don't Answer - Forwards calls only if the called station does not answer within a variable pre-programmed time.

Call Transfer - Ability to transfer calls from one station to another.

Group Intercom - Abbreviated dialing for persons within working group with automatic speakerphone if phone is capable.

Do Not Disturb - Ability to busy out the telephone so no calls come through.

Group Intercom with Page - Ability to page individuals within group via a group broadcast to speakerphone.

SPECIFICATIONS

BIDDING ON / REMARKS

Call Waiting and Call Waiting Intra-Group - During any call in progress, another incoming call shall cause a distinctive tone to be applied to the called party denoting another call is waiting. The called station can either place the call in progress on hold or disconnect or chose to ignore the incoming call. Service must also be able to disable this feature.

Distinctive Ringing - A distinctive ringing cycle must be provided when either the attendant or a trunk with direct inward dialing calls a station. This particular ringing cycle will differ from the ringing cycle of a station-to-station call.

Call Park - During any call in progress, the subscriber shall be able to place the call in a "park" position by activating the switch hook flash and dialing the appropriate feature code. The subscriber can then go on-hook and make other calls. Any subscriber can connect to the parked call by dialing the call park retrieval code. If a call has been parked for longer than a variable pre-programmed interval (e.g. 30-120 seconds) it shall automatically be rerouted to the originator of attendant.

Speed Calling - This allows the station users within the system to call any list of pre-programmed numbers, either local or distant, by dialing an abbreviated code or two or three digits. The list of abbreviated codes is common to each subscriber in the service.

Common Hold - Ability to retrieve a call from any station or station appearance by using a common pre-determined code.

Music-on Hold - Ability to have music and/or other pre-recorded messages play when placed on hold.

Directed Call Pick-up - Ability to retrieve a call from a ringing station by dialing the ringing station and pressing a common pre-determined code.

Call Park and Pickup - A user who has answered a Call may "park the call" and another extension may now pick up the parked call. The Bidder phone must have an indicator lamp so that other users may see that a call has been parked and answer the call. The parked call must be returned to the user if the call is not picked up.

Monitored line pickup - The system must provide for "call coverage". When the monitored extension has a call in the ringing or held state, an indicator lamp associated with the extension flashes. The call can be then be answered by picking up the phone and pressing the key associated with the monitored extension.

Direct Station Select and Shared Line Appearance - A feature that will enable the feature station to have multiple line appearances and will enable the user to select use of any of the lines.

Last Number Redial - Ability to dial a pre-determined common code and redial a number called either on or off the Centrex system.

Message Waiting - The ability to have a message waiting indication by stutter dial tone on all sets and both stutter dial tone and indicator lamp on display sets.

Call Distribution - Call Distribution shall provide, at a minimum, agent login/logout, agent status and observe key, call Supervisor Key, Headset Operation, In-Calls Key with an Automatic Call Distribution (ACD) station, Call Transfer, Music on Delay, Night Service, Automatic Overflow.

SPECIFICATIONS

BIDDING ON / REMARKS

Attendant Console - The attendant console is a business phone that supports the addition of "side-car" modules with keys and lamps, where each key/lamp pair is mapped to a specific extension. The attendant can see at a glance which extensions are busy and which are free by looking at the lamp associated with each extension, and can use this knowledge to respond to incoming callers in the most appropriate way. The attendant can also transfer a call to any given extension simply by pressing the key associated with that extension. This mode of operation is known as Direct Station Select / Busy Lamp Field.

Voice Mail (VM)/Unified Messaging Service (UMS) - Voice Mail vices/UMS for the GovGuam subscribed lines shall be available at no additional charge.

Voice Mail Service shall be capable of holding a minimum of 30 minutes of voice mail messages for every service line as provided for in the services feature description.

The Voice Mail Service must provide password controlled access and enable the subscriber to change the password.

Message Waiting - The system/station must have a message waiting lamp for Feature Phones.

The Voice Mail must allow the station with password access to play, replay, rewind, skip, delete, and save a message.

The Voice Mail Service must enable the station to play, record, modify, and delete a personal greeting.

The Voice Mail Service shall have the capability for a subscriber to send a copy of the voice mail in wav or mp3 format to the electronic mail address of the voice mail user with the date and time on the email. The Voice Mail shall remain available for use.

The Voice Mail Service must be usable by the basic telephone through DTMF signaling.

Auto-Attendant - The capability for the user to provide for automated answering of incoming calls by an interactive voice response system that plays customer-defined announcements, and responds to DTMF key tones from the caller so as to direct the call to the most appropriate location in the business. In general, there is no direct interaction between auto-attendant services and SIP phones.

TELEPHONE STATIONS

Bidder shall offer a range of analog, single line feature phone, and multi-line Feature Phones. An Automated Call Distribution station shall also be provided. The phone specifications and user manuals must be included.

All phones proposed must have a Message Waiting lamp.

Bidder must also provide a forty-eight (48) month lease-to purchase plan for all the phones.

All Feature phones must have a Message Waiting Lamp that enables the user to know of voice mail.

The Feature Phones must have the number of programmable or multiple line keys available.

If VOIP is used, the Feature phones must be SIP compliant and able to interoperate with all Meta-switch features.

All Feature Phones must have hands-free speakerphone capability.

SPECIFICATIONS

BIDDING ON / REMARKS

Phones must have an option for wireless handsets.

Bidder must propose an Attendant console. The console must be able to show up to 50 line appearances.

SPECIAL CONDITIONS - Bidder must provide Technical Information that describes how the service will be provisioned and how it meets the specifications above.

Bidder shall complete Bid Forms 1, 2, and 3.

Bidder shall indicate in Bid Form 1 whether the Bidder complies with the Scope of Work proposed for the GovGuam. If the Bidder complies with a service level, the Bidder must provide a feature phone that meets all of the requirements, including providing multiple function keys to activate the services.

Charges - Bidder shall provide the total monthly recurring cost (MRC) to meet the Features provided for in Bid Form 2. The Bidder shall specify the line charge, phone charge, any universal service fee, any tax, and any other MRC charge. The Bidder shall provide a total MRC that includes all rate elements, including any taxes, universal service charge, and so on.

Bidder shall provide a separate purchase charge and monthly lease to purchase for the telephones. Bidder shall provide a monthly lease shall include maintenance and be replaced by the Bidder, except for to purchase, and maintenance. The lease purchase shall be based on a four year lease period upon availability of funds.

Bidder/contractor must provide, on a monthly basis, a complete, excel data file of all services and charges (including, but not limited to monthly charge, taxes, instrument charge, and others) by the line. The excel file must include column headers for the Department, location, line number, and other descriptive information required by the BIT.

Any additional service will be treated as separate charges.

Bidder must describe the specific Class 5 switch in the Bid Response. Bidder must describe the type, capacity, and features of the switch in the technical description of the system and service. Bidder shall provide installation charge for new services.

Conversion Plan - Bidder must submit a conversion plan. The plan requires that all government offices be converted within 90 calendar days.

Bidder/Contractor shall have 15 working days to prepare a complete implementation plan for acceptance by the BIT. Once the plan is approved by the BIT, the Bidder shall initiate implementation.

Bidder/Contractor shall be responsible for providing training on the features and functions of the system. The Bidder/Contractor shall provide training to a minimum of 1 representative from each Government agency for each 10 lines ordered by GovGuam. Training shall also be provided for auto-attendant features. The BIT will coordinate the training for all agencies.

Bidder/Contractor shall provide a comprehensive training workshop for up to 15 individuals on the Metaswitch management, which addresses system administration and telephone programming.

ITEM NO.	DESCRIPTION	QTY	UOM	MONTHLY PRICE	ANNUAL PRICE
2.1	Non-Centrex Cable or Wireless Telephone Services as per the Following specifications	675	EA.		

The Government of Guam requires telephone services for offices which may not require CO-based line powered operations during a power outage or integration with other GovGuam telephone systems. These services may be provided via telephone systems which are interconnected through cable or wireless transmission and may or may not require use of the Main Distribution frames.

SPECIFICATIONS

Bidder shall provide a description of the Non-Centrex cable or wireless capability.

BIDDING ON / REMARKS

Bidder shall provide use of all system and station features available on the CO-based switch that will provide the Class 5 serving features from Metaswitch. This includes all CFS Basic Feature Set, Hosted PBX feature set, Multi Line Hunt Group (MLHG), Multiple Appearance Directory Numbers (MADN), and MetaSphere Comm Portal BG Administrator, as described in the Business Services Solutions Description Guide (VMP-365-0200) issued by Metaswitch.

SPECIAL CONDITIONS - Bidder must provide Technical Information that describes how the service will be provisioned and how it meets the specifications above.

Bidder shall complete Bid Forms 4, 5, and 6.

The services may be provided through any transmission media: copper wires, wireless, cable, fiber, and any combination.

The services may or may not use the Main Distribution Frame (MDF) or Intermediate Distribution Frames (IDF) of the building and office.

Bidder must provide six (6) hour operations During a power outage.

If the office is rented, then, the Bidder shall be responsible for the location of any equipment within the building for use of the MDF or IDF.

Bidder shall indicate which features are available on these non-Centrex telephone systems by completing Bid Form 4.

Bidder shall provide the monthly recurring price for the services offered on Bid Form 5.

Bidder shall provide a 48 month monthly lease-to-purchase and purchase price for the telephone handset in Bid Form 6.

ITEM NO.	DESCRIPTION	MONTHLY PRICE	ANNUAL PRICE
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3.1 Mobile Telephone Services
As per the following specifications

The Government of Guam requires mobile telephone services. The mobile carrier must provide a corporate plan that meets the specifications below.

SPECIFICATIONS

BIDDING ON / REMARKS

Bidder must provide a GSM standard based service. GSM is the dominant world standard for mobile phones. If the Bidder bids another technology, the Bidder must describe how such system will meet all of the specifications in this IFB.

Bidder must provide a corporate plan that includes the following:
Base Price of 1,000 Off-Net Minute per Subscriber with Pooling of Minutes for GovGuam Subscribers

- . No Cost Minutes to Other Subscribers of the Bidder
- . No Cost Nights and Weekends
- . Unlimited text messaging to mobile phone subscribers throughout the world
- . Roaming to U.S. and Territories
- . Optional Unlimited Data Plan
- . Modern phones (iPhone, Android or keyboard, or equal)

Pooled Minutes - Each phone user service shall have 1000 shared minutes with other subscribers of the plan. The 1000 shared minutes will be pooled on a monthly basis with other users in the plan at a base cost in the Bid Form.

If the users (all of the combined minutes on the plan) exceeds the pool of minutes for the month, then, the Bidder shall charge for another incremental service of 1000 pooled minutes to the first user/agency that exceeds the plan amount. If the 1000 pooled minutes is exceeded once more, the Bidder shall charge the second pool of minutes to the second user that exceeds the amount of minutes. There shall be no per minute excess charge.

No Cost Nights and Weekends - The mobile phone plan proposed shall include free Nights and Week end mobile phone services within Guam. The Nights are defined as 6pm to 7am.

The Weekends start on Friday night at 6pm and end at 7am on Monday Morning.

On-Net Calls - On-Net calls are defined as calls to other mobile phone users with services provided service by the Bidder. Off-Net calls are defined to be those to mobile phone services provided by other providers and to local telephones.

Bidder shall not charge for On-Net calls within Guam.

Phone - The Bidder must provide a modern phone that enables text messaging and Internet access. The phone must have a keyboard for entering text and the user display must be viewed in both portrait and landscape mode.

Text Messaging - The Bidder shall provide unlimited text messaging as part of the basic mobile phone service. The text messaging service shall enable text to all mobile phones throughout the world that are equipped with text messaging service.

Data Plan - The Bidder shall provide an unlimited 3G data plan when on the island of Guam as an option.

SPECIFICATIONS

BIDDING ON / REMARKS

Roaming - The Bidder must provide roaming throughout the United States and the CNMI.

Bidder shall port the current mobile phones to New service.

SPECIAL CONDITIONS - Bidder must provide Technical Information that describes how the service will be provisioned and how it meets the specifications above. The Bidder must show a coverage map and number of cell towers that serve the island of Guam. The Bidder must identify any areas that are poorly covered or areas that have experienced problem calls in the past year.

Bidder shall complete Bid Forms 7 and 8.

Bid Form 7 is the Point-by-Point Technical Response.

Bidder will provide the pricing for the service or the item in Bid Form 8.

Bidder shall specify the per minute cost of roaming throughout the United States and the CNMI.

Bidder shall provide to GovGuam agency and to the Bureau of Information Technology Station Message Detail Recording (SMDR) and Roaming Charges on a monthly basis. The SMDR data shall include number called or calling, date, time of call start, time of end, minutes, roaming cost, long distance cost. The SMDR data shall be provided within 7 calendar days. Failure to do so shall result in a \$300 a day penalty. SMDR Data for the Attorney General and the Police Department shall be provided directly to the GovGuam Agency.

Bidder shall bill the agency that orders the service under this IFB and shall provide a Station Message Detailed Billing statement to both the agency and to the BIT. If a government agency orders a service based on this IFB is not a part of the Executive Branch, the SMDR report shall be submitted to the individual that is appointed by the non-Executive Branch Agency.

ITEM NO.	DESCRIPTION	MONTHLY PRICE	ANNUAL PRICE
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4.1 Integrated Services Digital Networking (ISDN) Primary Rate Interface (PRI), ISDN Basic Rate Interface (BRI), and Session Initiation Protocol (SIP) Trunks as per the following specifications

The Government of Guam requires industry standard Integrated Services Digital Networking (ISDN) Primary Rate Interface (PRI), Basic Rate Interface (BRI), and Session Initiation Protocol (SIP) voice trunks. ISDN services are industry standard services and further technical definitions are not necessary.

SPECIFICATIONS

BIDDING ON / REMARKS

ISDN service shall be provisioned as a Primary Rate Interface (PRI) or as a Basic Rate Interface (BRI) and be usable for voice, data, video teleconferencing and other digital transmission.

Each PRI consists of 23 64 Kbps digital data Bearer channels and 1 64 Kbps D channel used for signaling.

Each BRI contains a 2 x 64 Kbps Bearer channels for a total of 128 Kbps.

Bidder shall be responsible for providing the ISDN channel service units at the GovGuam site.

The SIP Trunks will support voice telecommunications and be separated from any other data service.

The ISDN used for Private Branch Exchange (PBX) and other systems shall provide local exchange, interexchange access, and voice, data, and video transmission features.

Bidder must pass Long Distance ISDN calls to the service provider designated by GovGuam.

SPECIAL CONDITIONS - Bidder must provide a Technical Proposal that describes how the service will be provisioned and how it meets the specifications above.

Bidder shall be able to provide all three services to any GovGuam office throughout Guam. The pricing for the service shall be the same from any location.

Bidder shall complete Bid Form 10 - ISDN PRI, ISDN BRI, and SIP Trunks.

The Monthly Recurring Cost shall be for the provisioned service and Bidder shall not provide any additional charges for the basic service connection.

There shall be no additional per minute charge for any ISDN to ISDN video teleconference or other calls on island.

Bidder must provision this service within 21 days upon receipt of an order.

The pricing for the SIP trunks does not include DID numbers.

ITEM NO.	DESCRIPTION	MONTHLY PRICE	ANNUAL PRICE
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5.1 Dedicated Government of Guam Wide Area Network (GGWAN) Data Communication Services as per the Following specifications

The Government of Guam requires a high-speed Ethernet based Wide Area Network Service. These Ethernet services will be used to establish the GovGuam Wide Area Network. These services shall be provisioned via fiber optics cables and shall be in a ring topology which interconnects only GovGuam sites.

The Bidder is to provide a network design and a cost for capacity between GovGuam sites and potential GovGuam Server Hubs throughout the island. Appendix E of Attachment A shows the number of sites that are currently using a 5 Mbps Ethernet based service. The Bidder should be aware that it is expected that more sites will probably interconnect to this service.

The sites include, but are not limited to, the GovGuam Data Center (GDC) located at the Department of Administration in Hagatna, the Department of Education FSAIS Office in Hagatna, the University of Guam Computer Center, the Guam Memorial Hospital Authority (GMHA) Computer Center, the Community Health Centers, Department of Public Health and Social Services, and locations not yet specified.

SPECIFICATIONS

BIDDING ON / REMARKS

The network capacity must be configured to support DWDM connection speeds of 1,000 or 10,000 Mbps to each agency of the GovGuam that selects participation in this network.

The GovGuam plans to select data rates of either 1 or 10 Gbps, and does not require the Bidder to mix data rates.

Each site must be connected to the next site with a minimum of 3 strands of fiber. The minimum presumes that the Bidder may want to implement the fiber DWDM with filters

Each site must have capacity to route traffic to two sites and be interconnected in a ring network topology.

Each connection in the network must have a 100% Committed Information Rate (CIR) for the service.

No other non-GovGuam entity shall share the use of the DWDM wavelength.

Bidder shall support Gigabit Ethernet and Fast Ethernet protocols.

Bidder must not require use of the wavelength or require any data to be passed through any router or other equipment of the Bidder.

Bidder must provide the GovGuam have a Network Management Capability that enables the GovGuam to monitor the network nodes and status. The Bidder must provide the Network Management system to monitor all network ports from a central location.

The NMS must be able to monitor and measure fiber losses between points on the node.

The NMS must provide status and alarms for service degradation.

Bidder must not restrict the GovGuam from monitoring any node on the network.

Bidder must provide user manuals on the NMS at the time of Bid Submission.

ITEM NO.	DESCRIPTION	MONTHLY PRICE	ANNUAL PRICE
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6.1 **Broadband Internet Services**
As per the following specifications

The Government of Guam requires Internet services. These Internet services will be provided through the GovGuam Wide Area Network (GGWAN).

GovGuam understands that there is currently no Internet Exchange in Guam. GovGuam does not want to use its off-island Broadband Internet capacity for local Internet traffic.

SPECIFICATIONS

BIDDING ON / REMARKS

Bidder must provide and guarantees Service Level Agreement (SLA) that guarantees latency of less than 125 milliseconds, 5 or less hops to access the IP of a Tier 1 ISP at One Wilshire in Los Angeles, California, no dropped packets by the ISP, and the Mbps capacity selected and as provided for in the specification.

Bidder shall describe how the Committed Information Rate for access to the Tier 1 Internet Service Provider in the Continental United States will be met.

Bidder must have packet shaping technology that will ensure that GovGuam receives the capacity subscribed for.

Bidder must provide a web-based, real-time, on-line monitoring tool to monitor the SLA and the overall capacity of the ISP. The tool must be equal in capability and functionality to the PRTG tool. The tool must provide real-time and historic information on latency, routes, dropped packets at source and ISP routers (including upstream providers), and MB of Internet traffic throughput.

Bidder must provide a detailed description of the specific tools that will be provided to the GovGuam to monitor the Quality of Service.

Bidder shall provide a monthly traffic report that shows the overall hourly usage in Mbps of the Internet traffic on a daily basis.

Bidder must provide a means for the historic data to be downloaded and analyzed.

Bidder shall describe the policy for monitoring and provisioning Internet capacity to ensure quality service to Guam and shall adhere to the policy.

Bidder must have a peering relationship with the other major Internet Service Providers on Guam so that local traffic does not have to go off island for local Internet connections, applications, email, video teleconferencing, and other Internet applications. The major ISPs that Bidder must have a peering relationship that include the GTA, IT&E, MCV, and PDS.

The GovGuam requires that the Bidder describe the nature of peering relationship between the Bidder and other ISPs, the capacity of the links between the Bidder and the other Major ISPs, and whether there are any restrictions on the peering relationship. This is mandatory requirement and the failure to provide a specific description is at Bidder's risk.

If the Bidder does not have a peering relationship with a particular ISP, then, the Bidder must describe its plan and framework for such peering relationships and the framework for such interconnections.

The Internet Access will be configured for between 10 and 150 Mbps. GovGuam is unable to specify a single rate since the cost for the service has not yet been determined.

SPECIFICATIONS

BIDDING ON / REMARKS

Bidder must provide 40 static IP addresses for each 10 Mbps of Internet Access capacity ordered.

Bidder must provide a description of its overall Internet capacity in Mbps to the United States, Asia, and how such capacity is provisioned.

Bidder service must have a means to shape Internet traffic to ensure that GovGuam data is prioritized and meets the capacity provided for.

Bidder must provide a web based access to monitor the usage of the Internet and a means to continuously monitor the Mbps of Internet traffic, dropped packets, and response times to the upstream provider in the continental United States.

Bidder shall provide a monthly traffic report that shows the overall hourly usage in Mbps of the Internet traffic on a daily basis.

SPECIAL CONDITIONS - Bidder must provide Technical Information that describes how the service will be provisioned and how it meets the specifications above.

Bidder must provide Technical Information that describes in detail how the Internet traffic from the GovGuam agency to the Bidder and to the Tier 1 upstream provider will be traffic shaped so that the Government of Guam is assured of the bandwidth. The Bidder must include a description of the specific traffic management and shaping technologies that are involved.

Bidder must provide Technical Information that describes of its overall Internet capacity in Mbps to the United States, Asia, and how such capacity is provisioned to the GovGuam Agency.

Bidder must provide information on the routes and capacity for general Internet access and the number of routers that the data will pass through to access sites in the United States.

Bidder shall provide a price for each 1 Mbps of Internet Access to the United States within the categories provided for in Bid Form 12 - Broadband Internet Access Services.

The Internet SLA must be met by the Bidders on an ongoing basis. Any failure to meet the specifications shall result in a reduction of 5% of the current Monthly Recurring Cost (MRC) for each day that the SLA is not met.

GovGuam will notify the ISP 5 working days before the end of the month and such Internet capacity access shall be commissioned at the beginning of the next month.

Bidder shall provision the service within 45 calendar days of Notification or a Purchase Order.

ITEM NO.	DESCRIPTION	MONTHLY PRICE	ANNUAL PRICE
7.1	Digital Subscriber Line (DSL), Cable or Wireless Internet Services for Small Offices As per the following specifications		

The Government of Guam requires DSL or Cable Modem access for small offices that are not located within government buildings. The DSL or Cable Modem access may be used by offices for general Internet access or backup data connections. The DSL or Cable service may be provided by any Internet Service Provider that meets the following.

SPECIFICATIONS

BIDDING ON / REMARKS

DSL OR CABLE MODEM SPECIFICATIONS

The DSL, Cable, or Wireless Internet Access must be configured to support 2 Mbps for smaller offices and 7 Mbps for larger offices.

Bidder must provide 5 static IP addresses per 2 Mbps DSL, Cable or Wireless Router device and 8 for the 7 Mbps service.

Bidder shall support Virtual Private Network (VPN) tunneling through the network.

Bidder shall provide the ISP service router and interconnection.

Bidder shall provide virus protection through the network.

SPECIAL CONDITIONS

Bidder must provide Technical Information that describes how the service will be provisioned and how it meets the specifications above.

Bidder shall describe how the capacity and Quality of Service is provided.

Bidder must have a peering relationship with other Internet Service Providers on Guam so that local traffic does not have to go off island for local Internet connections. There should be no more than 2 hops to get to the ISP of GovGuam.

Bidder must have sufficient peering capacity to enable all local traffic to and from GovGuam agencies by the ISP is not impeded by the exchange between the Bidder and other carrier-based Internet Service Providers.

Bidder must have no more than 3 hops to reach a Guam Site and have less than a 100 ms ping time.

Bidder must enable a web based access to monitor the usage of the Internet and a means to continuously monitor the Mbps of Internet traffic from the site to the continental United States.

Bidder shall describe how the Committed Information Rate for access to services in the continental United States will be met.

Bidder need only provide the pricing and additional information that has not already been submitted related to the specific Internet services.

Bidder shall provide a monthly traffic report that shows the overall hourly usage in Mbps of the Internet traffic on a daily basis.

The Bidder shall provide a means for monitoring and/or measuring the actual Internet throughput to sites within the United States and the relative availability of overall capacity.

Bidder shall provision the service within 30 calendar days of receipt of a Purchase Order.

ITEM NO.	DESCRIPTION	MONTHLY PRICE	ANNUAL PRICE
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9.1 Routers, Managed Switches, and Network Equipment as per the following specifications

The GovGuam is seeking Cisco or equal routers, managed switches, and other networking equipment that is interoperable with the existing GovGuam and Erate Networks. Central network management of routers and switches is important since GovGuam does not have the personnel resources to support different technologies or the financial resources for high-end network management systems. The GovGuam requires a networking company to provide Cisco or equal routers and managed switches. The routers and switches shall be capable of being centrally managed and enable central trouble-shooting of networking problems.

Cisco is the de-facto standard for routers and switches in GovGuam and is the dominant router and switch networking technology in GovGuam. Cisco is also supported through the Cisco Network Academy of the Guam Community College.

The Erate routers in the school are all Cisco routers. The existing network includes Cisco routers that may be upgraded with RAM, VPN modules, and network cards. The GDOE and GovGuam require Cisco (or equivalent) expansion modules and RAM modules that are compatible with the existing routers. Also the equipment warranty and maintenance service packages are required for the existing and new systems.

As such, the GovGuam requires a Price List for Cisco (or equivalent) products to meet the GovGuam and Erate requirements, interoperability, systems support, and maintenance.

SPECIFICATIONS

BIDDING ON / REMARKS

Routers must be able to use the following routing protocols:

RIP - Routing Information Protocol

IGRP - Interior Gateway Routing Protocol

EIGRP - Enhanced Interior Gateway Routing Protocol

The product categories that are being requested in this IFB must include the following product categories:

Routers

Switches

Hubs and Concentrators

VPN Modules

WAN interface cards

Security Components

Wireless networking

Cables and Accessories

Network Management

Optical

Blade Switching

Telephony and Voice Over IP

Warranty and Support services

The Cisco 2010 Price List will be used as the Manufacturer Price List. This list is attached as Attachment C.

Bidder must provide three different cost factors that will be applied against the Cisco Price List:

New Purchases

Bidder shall provide a Single Discount Level off the Current Cisco Price List. The discount percentage will be applied to any purchase off the current Cisco Price List by the Government of Guam.

Installation for New Purchases which Exceed \$1,000

For all new Purchases, the Bidder shall provide a single percentage for small and large items for the installation for any hardware which exceeds \$1,000 per item. Memory and other small items will be installed by the GovGuam.

If required, the Bidder is only responsible for configuration changes that enable the new equipment or item (e.g. memory) to be operational. The Bidder is not responsible for configuring routes, security, or network management tools to recognize the equipment.

SPECIFICATIONS:

BIDDING ON / REMARKS

For all items with a discounted cost that is less than \$1,000, the item shall be delivered to the GovGuam Agency ordering the item.

Equipment Maintenance

Bidder shall also provide a Single % Price for the Annual Maintenance of the Equipment. The annual maintenance shall be applied only in Year 2 for new equipment since the first year is covered by the Manufacturer warranty.

For existing equipment that the GovGuam elects to maintain, the discounted Maintenance Cost will be applied against the Retail Purchase Price in Column B. Please be advised that the maintenance also applies to software (e.g. IOS) releases.

Price Discount off of Cisco retail price list for all products that will be applied to new purchases.

Should the manufacturer should the retail price for any component equipment or service, the Bidder will apply the proposed discounts to the newly updated retail price.

If new versions or products should be released by the manufacturer, the Bidder shall apply the discount level based on the appropriate product category or on the most similar product with an established discount.

The vendor shall own equipment until all equipment are delivered and received by the GovGuam.

SPECIAL CONDITIONS - There is no minimum quantity that will be purchased and GovGuam reserves the right to modify the amount to be purchased.

The Price List may be used by GovGuam entities and may use Erate, the American Recovery and Reinvestment Act of 2009 (ARRA), and/or Rural Health Care funding. The Bidder shall comply with the requirements of the Schools and Libraries Division or the Rural Health Care Division of the USAC. Should the GovGuam agency elect to procure the equipment and/or services under the ARRA, the Bidder shall comply with the "Buy American" and other provisions of the ARRA.

Maintenance - The Bidder shall provide a one-year warranty for all equipment purchased. Beyond the one-year warranty, the contractor shall provide a price for extended maintenance based on a percentage discount of the retail price for maintenance or software.

ITEM NO.	DESCRIPTION	MONTHLY PRICE	ANNUAL PRICE
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10.1	Direct Inward Dialing Number Blocks As per the following specifications		
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The Government of Guam requires Direct Inward Dial (DID) Number Blocks.

SPECIFICATIONS

Bidder shall provide DID Number Blocks.

BIDDING ON / REMARKS

SPECIAL CONDITIONS

Bidder must propose a Monthly Recurring price for the DID Numbers in Blocks of 100.

Bidder must complete Bid Form 16.

Exhibit "6"
June 17, 2011 GCC FoIR response



GUAM COMMUNITY COLLEGE

Kolehon Kumuniddat Guahan

Date: June 17, 2011

To: Pacific Data Systems
185 Ilipog Drive
Hbc Suite 204A
Tamuning, Guam 96913

Attention: John Day
President

Via: Joleen M. Evangelista *JME*
Procurement & Inventory Administrator

From: Mary A.Y. Okada, Ed.D.
President

Re: Freedom of Information Request for Inspection

Bid No: Copy of all Purchase Orders, GCC Procurements, price quotations, proposals, or bid responses issued to and received from Teleguam Holdings and/or GTA Telecom LLC from September 1, 2010 to May 31, 2011

Dear Mr. Day,

Attached you will find the following documents requested in your letter dated June 7, 2011:

1. Purchase Orders issued to GTA Teleguam
2. Quotations and/or proposals received from GTA Teleguam
3. There have been no Invitation for Bids issued from September 1, 2010 to May 31, 2011

Thank you and Best Regards,

Mary A. Y. Okada
Mary A. Y. Okada *MO*

CHANGE ORDER

Guam Community College
Materials Management
Telephone: 735-5540/41/42

Pr ✓
Change Order form is required to perform adjustments to a completed and approved purchase order. (Adding, deleting, canceling, price change, description change, quantity change, item change etc.)

For Materials Management Use Only

Change Order Sequence No: 4

Date: 5/6/11

MEMORANDUM

TO: BUSINESS AND FINANCE DIVISION

FROM: JOSE QUINTANA, FACILITY MAINTENANCE COORDINATOR

SUBJECT: CHANGE ORDER REQUEST

You immediate action is requested to expedite the following changes on Purchase Order No. # P1100018

Contract No. _____ FOAP No.

5	1065	7363	66
---	------	------	----

Vendor Name: GTA TELE GUAM

5/6/11

Increase Decrease Cancel OTHER

FROM	TO	ADJUST
\$ 29,720.21 /	\$ 59,720.21 /	\$ 30,000.00 /

Justification: TO COVER PAYMENTS ALREADY MADE AGAINST PO.

[Signature]
Division Head

ACTION TAKEN

Joleen M. Evangelista
Joleen M. Evangelista, Supply Management Administrator

Carmen K. Santos, CPA, V.P., Business & Finance

5/6/11
Date

RECEIVED
[Stamp]

[Signature] Date 5/12/11



GUAM COMMUNITY COLLEGE

Bill/Ship TO MATERIALS MANAGEMENT SECTION
 P. O. Box 23069 GMF
 Barrigada, Guam 96921-3069
 1 Sesame St. Mangilao, Guam 96913
 Website: www.guamcc.edu
 Email: materialsmanagement@guamcc.edu
 Phone: 671.735.5640/1/2 Fax: 671.734.5238

Purchase Order Number

P1100447

Issue Date: 12/28/10

Delivery Date: 12/28/10

Vendor:
 000139225
 ATA TeleGuam
 24 N Marine Corps Dr
 Tamuning GU 96913

Ship To:
 PO Box 23069 GMF
 Barrigada GU 96921
 ATTN: Materials Management

This Purchase Order Number must appear on all packages, shipping papers, correspondence, and invoices pertaining to the order. Please supply promptly the articles below or services. All invoices and statements must show the purchase order number to avoid delay in payment.

24 hour notice for large deliveries is recommended. Please call 671.735.5625 to make arrangements.

Billing instructions: Send certified invoice with three (3) copies to Bill/Ship to address only.

Shipping instructions: Make sure Bill/Ship to address appears on the crate or package. Invoice must accompany shipment.

ITEM	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED AMOUNT
1	2015 Contractual Services Landline Service: Phone Line	4.00	EA	36.0000	144.00
2	2015 Contractual Services SLC	4.00	EA	9.2000	36.80
3	2015 Contractual Services FUSC	4.00	EA	1.2200	4.88
4	2015 Contractual Services E911	4.00	EA	1.0000	4.00

REMARKS:

TOTAL AUTHORIZED ►

CONTINUED

FOR GUAM COMMUNITY COLLEGE USE ONLY

Joleen M. Evangelista
 JOLEEN M. EVANGELISTA
 SUPPLY MANAGEMENT ADMINISTRATOR

Carmen K. Santos
 CARMEN K. SANTOS, CPA
 VP. BUSINESS & FINANCE

Certifying Officer

Mary A. Y. Okada DEC 29 2010
 MARY A. Y. OKADA, PRESIDENT
 APPROVAL DATE
MATERIALS MANAGEMENT



GUAM COMMUNITY COLLEGE

Bill/Ship TO MATERIALS MANAGEMENT SECTION
 P. O. Box 23069 GMF
 Barrigada, Guam 96921-3069
 1 Sesame St. Mangilao, Guam 96913
 Website: www.guamcc.edu
 Email: materialsmanagement@guamcc.edu
 Phone: 671.735.5540/12 Fax: 671.734.5238

Purchase Order Number
 P1100447

Issue Date: 12/28/10

Delivery Date: 12/28/10

This Purchase Order Number must appear on all packages, shipping papers, correspondence, and invoices pertaining to the order. Please supply promptly the articles below or services. All invoices and statements must show this purchase order number to avoid delay in payment.

24 hour notice for large deliveries is recommended. Please call 671.735.5525 to make arrangements.

Billing Instructions: Send certified invoice with three (3) copies to Bill/Ship to address only.

Shipping Instructions: Make sure Bill/Ship to address appears on the crate or package. Invoice must accompany shipment.

Vendor:
 B00139225
 GTA TeleGuam
 624 N Marine Corps Dr
 Tamuning GU 96913

Ship To:
 PO Box 23069 GMF
 Barrigada GU 96921
 ATTN: Materials Management

ITEM	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED AMOUNT
5	2015 Contractual Services LNP	4.00	EA	.2400	.96
6	2015 Contractual Services One Time Charge for Phone Line Services *****For Internal Use Only***** Requestor: Amber Sanchez (CACGP) Contractual: 7230 FOAP: 32D10.7000.7230.33	4.00	EA	95.0000	380.00

REMARKS:

DISCOUNT: .00
 ADDL CHARGES: .00
 TOTAL TAXES: .00

TOTAL AUTHORIZED **570.64**

FOR GUAM COMMUNITY COLLEGE USE ONLY

Joleen M. Evangelista
 JOLEEN M. EVANGELISTA
 SUPPLY MANAGEMENT ADMINISTRATOR

Carmen K. Santos
 CARMEN K. SANTOS, CPA
 VP. BUSINESS & FINANCE
 Certifying Officer

Mary A. Y. Okada DEC 29 2010
 MARY A. Y. OKADA, PRESIDENT
 APPROVAL DATE
MATERIALS MANAGEMENT



GUAM COMMUNITY COLLEGE

Bill/Ship TO MATERIALS MANAGEMENT SECTION
 P. O. Box 23069 GMF
 Barrigada, Guam 96921-3069
 1 Sesame St. Mangilao, Guam 96913
 Website: www.guamcc.edu
 Email: materialsmanagement@guamcc.edu
 Phone: 671.735.5540/12 Fax: 671.734.5238

Purchase Order Number

F1100434

Issue Date: 12/22/10

Delivery Date: 12/22/10

This Purchase Order Number must appear on all packages, shipping papers, correspondence, and invoices pertaining to the order. Please supply promptly the articles below or services. All invoices and statements must show the purchase order number to avoid delay in payment.

24 hour notice for large deliveries is recommended. Please call 671.735.5525 to make arrangements.

Billing Instructions: Send certified invoice with three (3) copies to Bill/Ship to address only.

Shipping Instructions: Make sure Bill/Ship to address appears on the crate or package. Invoice must accompany shipment.

Vendor:

B00139225
 GTA TeleGuam
 624 N Marine Corps Dr
 Tamuning GU 96913

Ship To:

PO Box 23069 GMF
 Barrigada GU 96921
 ATTN: Materials Management

ITEM	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED AMOUNT
1	2015 Contractual Services Basic Package Line for 5 extensions	6.00	MO	132.8000	796.80
2	2015 Contractual Services One time-non-recurring basic package/installation. *****For Internal Use Only***** Requestor: Doris Manibusan (Dean's Office) Contractual: 7230 FOAP: 05.7950.7230.44	1.00	EA	387.2100	387.21

REMARKS:

DISCOUNT: .00
 ADDL CHARGES: .00
 TOTAL TAXES: .00

TOTAL AUTHORIZED

1,184.01

FOR GUAM COMMUNITY COLLEGE USE ONLY

Joleen M. Evangelista
 JOLEEN M. EVANGELISTA
 SUPPLY MANAGEMENT ADMINISTRATOR

Carmen K. Santos
 CARMEN K. SANTOS, CPA
 VP. BUSINESS & FINANCE

Certifying Officer

Mary A. Okada
 MARY A. OKADA, PRESIDENT
 APPROVAL

DEC 28 2010

DATE

MATERIALS MANAGEMENT



Exhibit "7"

February 16, 2011 Memorandum from the Attorney General,
Leonardo M. Rapadas regarding the requirement for competitive
procurement of Telecommunications Services 11

Leonardo M. Rapadas
Attorney General



Phillip J. Tydingco
Chief Deputy Attorney General

OFFICE OF THE ATTORNEY GENERAL

February 16, 2011

MEMORANDUM

Ref: AG 10-0837

TO: All Department and Agency Heads

FROM: Attorney General

SUBJECT: Telecommunication Contracts

Hafa Adai! It is the policy of the Government of Guam to promote maximum competition and good management resources. (5 G.C.A. §5010, Attachment A) In an effort to ensure compliance with Chapter 5 of the Guam Code Annotated I am requesting that each agency review its telecommunication contracts or purchase orders to ensure that it was issued as a result of an invitation to bid within the last four years.

If your agency of department is not in compliance with the aforementioned section of law, please take appropriate steps to properly procure telecommunication services. The failure to comply with this Section may lead to **personal liability** as provided for in 5 G.C.A. §7103. (Attachment B).

Your attention to this matter is appreciated. If you have any questions please call Assistant Attorney General, Fred Nishihira at 475-3324 ext. 147


LEONARDO M. RAPADAS
Attorney General

Attachment(s)

5 GCA GOVERNMENT OPERATIONS
Ch. 5 GUAM PROCUREMENT LAW

SOURCE: GC § 6950.8. MPC § 1-109 modified.

COMMENT: The Official Comments state:

"The effective date of this Code should be set at least six months after enactment to allow adequate time for development of regulations and the other administrative matters necessitated by its enactment."

Testimony by the Director of Administration and others also note that the original effective date of this Bill, Oct. 1, 1982, was impractical and, coupled with other dates in this Chapter, would conflict with existing budget cycle requirements.

If the government is given just over one year to prepare, these objections will be nullified.

§ 5010. Policy in Favor of Planned Procurement.

All procurements of supplies and services shall, where possible, be made sufficiently in advance of need for delivery or performance to promote maximum competition and good management of resources. Publication of bids and requests for proposals shall not be manipulated so as to place potential bidders at unnecessary competitive disadvantage. Except in emergency situations, lower price bids are generally preferable to shorten delivery or performance bids. Delivery time may be considered as a factor in making an award to a responsive bidder only if his average delivery time bid is at least ten percent (10%) shorter than the average delivery time of a lower price responsive bidder and if the price offered by the bidder offering the faster delivery or performance does not exceed one hundred five percent (105%) of the lower price bidder.

SOURCE: Added by P.L. 18-44:30.

**PART B
DETERMINATION**

§ 5020. Determinations.

Written determinations required by this Chapter shall be retained in the appropriate official file of the Chief Procurement Officer or the purchasing agency.

SOURCE: GC § 6951. MPC § 1-201.

PART C

5 GCA GOVERNMENT OPERATIONS
CH. 7 ENFORCEMENT OF PROPER GOVERNMENT SPENDING

Any officer, agent, contractor, or employce of the Executive Branch of the government of Guam who is charged with or assumes responsibility for the certification of availability of funds or the spending of money belonging to the territory of Guam, including the Governor and Lt. Governor of Guam, stands in a fiduciary relationship to the people of Guam in regard to the management of public money. Any such officer, agent, contractor, or employee of the Executive Branch shall discharge their duties with respect to the management of public money solely in the interest of the people of the territory of Guam. Any such officer, agent, contractor, or employee shall discharge his duties with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims.

SOURCE: GC § 6280(b) added by P.L. 18-09.

§ 7103. Taxpayer Standing to Sue.

Any taxpayer who is a resident of Guam shall have standing to sue the government of Guam and any officer, agent, contractor, or employce of the Executive Branch of the government of Guam for the purpose of enjoining any officer, agent, contractor, or employee of the Executive Branch of the government of Guam from expending money without proper appropriation, without proper authority, illegally, or contrary to law, and to obtain a personal judgment in the courts of Guam against such officers, agents, contractors, or employees of the government of Guam and in favor of the Government of Guam for the return to the Government of Guam of any money which has been expended without proper appropriation, without proper authority, illegally, or contrary to law. For purposes of this Chapter, the Governor and Lt. Governor of Guam are officers of the government of Guam, and are included within the scope of this Chapter.

SOURCE: GC § 6280(c) added by P.L. 18-9.

§ 7104. Plaintiff's Bond.

In the event of any action brought under this Chapter by a taxpayer and resident of Guam against the government of Guam or any of the officers, contractors, or employees of the government of Guam, the court may require that a bond be posted by the Plaintiff in an amount not less than \$25 nor more than \$100.

