



Jerrick Hernandez <jhernandez@guamopa.com>

IN THE PROCUREMENT APPEAL OF DATA MANAGEMENT RESOURCES LLC

ADMIN DESK <info@terlajelaw.com>

Wed, Sep 25, 2024 at 4:33 PM

To: Jerrick Hernandez <jhernandez@guamopa.com>

Cc: Jacqueline Terlaje <jterlaje@terlajelaw.com>, KBBorja JTTLaw <kbborja@terlajelaw.com>, LEGAL ASST <legal@terlajelaw.com>

Buenas Mr. Hernandez,

Please see the enclosed Notice of Appeal from Attorney Jacqueline Terlaje dated today, September 25, 2024. Should you have any difficulty opening the attachments, please contact our office and our staff will resend it. Have a nice day.

*Si Yu'os Ma'åse',**Christiana Q. Palacios**Admin Assistant/Paralegal*

LAW OFFICE OF

JACQUELINE TAITANO TERLAJE, P.C.

[284 West Chalan Santo Papa](#)[Hagåtña](#), Guam 96910









Telephone 671.648.9001

Facsimile 671.648.9002

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8 attachments

-  **2-App B.pdf**
164K
-  **3-App C.pdf**
159K
-  **4-25Sep24 Notice of Appeal-signed.pdf**
365K
-  **1-App D Hrg Req Waiver.pdf**
121K
-  **Exhibit A_IFB.pdf**
11889K
-  **Exhibit B_Status.pdf**
720K
-  **Exhibit C_Protest.pdf**
778K
-  **Exhibit D_Decision.pdf**
1410K

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 Email: info@terlajelaw.com

Counsel for Appellant
 Data Management Resources, LLC.

**PROCUREMENT APPEAL OF DENIAL OF PROCUREMENT PROTEST
 THE OFFICE OF PUBLIC ACCOUNTABILITY**

PART I.

In the Procurement Appeal of)	NOTICE OF PROCUREMENT APPEAL
)	
)	
)	
DATA MANAGEMENT RESOURCES,)	
LLC.)	DOCKET NO. OPA-PA_____
)	
Appellant.)	
_____)	

PART II: APPELLANT INFORMATION

Appellant's Name	Data Management Resources, LLC.
Appellant's Mailing Address	891 Army Drive, Suite 100 Barrigada, Guam 96913
Appellant's Business Address	891 Army Drive, Suite 100 Barrigada, Guam 96913
Appellant Representative's Direct Email Address	jacque.terlaje@terlajelaw.com
Appellant's Phone No.	(671) 647-3674
Appellant's Facsimile No.	(671) 477-3677

Appellant is represented by legal counsel in this appeal. For purposes of this appeal, please direct correspondence to Data Management Resources, LLC. (“DMR”) counsel, Jacqueline Taitano Terlaje of Law Office of Jacqueline Taitano Terlaje, PC..

Legal Counsel	Jacqueline Taitano Terlaje
Counsel’s Mailing Address	284 W. Chalan Santo Papa, Hagatna, Guam 96910
Counsel’s Business Address	284 W. Chalan Santo Papa, Hagatna, Guam 96910
Counsel’s Direct Email Address	jacque.terlaje@terlajelaw.com
Counsel’s Phone No.	(671) 648-9001
Counsel’s Facsimile No.	(671) 648-9002

PART III: APPEAL INFORMATION

- A. Purchasing Agency: Port Authority of Guam (“PAG” or the “Port”).
- B. Solicitation Number: Port Authority of Guam IFB# IFB-PAG-008-24.
- C. The Decision being appealed was provided to the Appellant on September 10, 2024. The Decision was made by the agency General Manager, Rory J. Respicio.
- D. This Appeal is made from the Decision on Protest to DMR via email on September 10, 2024.
- E. The name of the competing offerors known to Appellant are as follows:
 - 1. Computer Smart Company
 - 2. Pacific Data Systems
 - 3. ComPacific

//

PART IV: STATEMENT OF GROUNDS FOR APPEAL

A. THE GROUNDS FOR APPEAL

1. Relevant Procedural and Factual History

The PAG issued IFB-PAG-008-24 seeking bids for Desktop Computer Systems with Accessories to the lowest priced responsive bidder. A copy of the IFB is attached to this Notice of Appeal as Exhibit A.

On June 12, 2024, DMR submitted its bid along with three other vendors. Notice of Bid Status dated June 25, 2024 was provided to DMR on June 28, 2024. A copy of the Bid Status is attached to this Notice of Appeal as Exhibit B. The Bid Status rejected DMR's bid, and provided "RECOMMENDED FOR AWARD: Pacific Data Systems Item(s) 1.0, 2.0 and 3.0 for the total bid amount of \$50,500.00".

On July 3, 2024, the Port produced the public, non-confidential portions of the procurement record for DMR, and provided the electronic files of the public procurement record on July 3, 2024, and July 5, 2024. Upon review of the Procurement Record and the public bid submitted by Pacific Data Systems (PDS), DMR protested the recommendation of award to Pacific Data Systems based on the bidder's failure to provide descriptive literature indicating compliance with the IFB requirements. A copy of the Protest is attached hereto as Exhibit C.

The Port's notice on June 28, 2024, of the Bid Status with recommendation to Pacific Data Systems meant that the Port selected a non-responsive offeror contrary to Guam law. The General Terms and Conditions on Page 23 of 50 of the IFB, Item 21. Descriptive Literature provides as follows:

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.

Based on the foregoing, DMR submits that Pacific Data Systems' bid submission in response to PAG-008-2024 fails to comply with the IFB requirements as defined in IFB Item 21 General Terms and Conditions on page 23 of 50 of the IFB, and thus fails to conform to the standards for determination as the lowest responsible bidder for this IFB, as specified in IFB Item 18. Standard for Determination of Lowest Responsible Bidder on page 23 of 50 of the IFB.

Pacific Data Systems was a non-responsive bidder. Notwithstanding, the Port denied DMR's Protest on September 10, 2024. A true and correct copy is attached to this Notice of Appeal as Exhibit D.

2. Timeliness of Protest and Appeal

The Port's June 25, 2024, decision to select a non-responsive offeror constituted a mistake. 5 GCA §5425(a) requires that Protests must be made within 14 days of the issues leading to the protest being known by the Protester. DMR was notified of the recommendation for award to Pacific Data Systems on June 28, 2024. DMR timely lodged its protest with Port on July 12, 2024.

This Appeal comes within fifteen days after PAG issued its protest decision to DMR on September 10, 2024, and is within the fifteen-day protest appeal period set by 5 GCA § 5425(e). Therefore, both DMR's agency level protest and subsequent appeal to the OPA met the timeliness standards required by applicable law and regulation.

3. Basis for Protest and Appeal: PAG has selected a non-responsive offeror.

The Port's recommendation for award on June 25, 2024, to Pacific Data Systems is inconsistent with Guam law and the terms and conditions of the IFB. The Port's decision to award the bid to a non-responsive bidder is a *de facto* unfair pricing advantage that aggrieves other offerors. PAG's decision to declare Pacific Data Systems a responsive bidder constitutes a fundamental and material change the specifications that only benefitted Pacific Data Systems, as no other bidder was allowed to deviate from complying with the terms of the IFB.

4. Additional basis for Appeal: PAG's Decision was erroneous.

(a) The Port's denial of DMR's protest on untimeliness was erroneous. The Port's denial of DMR's protest on the basis that DMR should have known the unresponsiveness of Pacific Data Systems on June 12, 2024 is incorrect. On July 3, 2024, the Port produced the public, non-confidential portions of the procurement record for DMR on July 3, 2024, and provided the electronic files of the public procurement record on July 3, 2024, and July 5, 2024. The Port's assertion that DMR was required to know and should have known that the Port would disregard the General Terms and Conditions of the IFB and declare Pacific Data Systems a responsive bidder was unknown until, at the earliest, June 28, 2024. Upon obtaining copies of the documents released by PAG, DMR was made aware of Pacific Data Systems non-responsiveness. Therefore, the Port's denial of DMR's protest on the basis that DMR should have protested within fourteen (14) days of the bid opening was erroneous.

(b) The Port's denial of DMR's protest for not specifically requesting for the rejection of Pacific Data Systems' non-responsive bid, and not specifically requesting evaluation of the

bid within Guam law and the General Terms and Conditions was also in error. DMR's protest of Pacific Data Systems non-responsiveness inherently assumes that DMR was seeking the Port's compliance with Guam Procurement Law and the General Terms and Conditions of the bid. Additionally, on July 12, 2024, DMR further provided a Letter of Concern regarding the non-responsiveness of other bidders' submissions directing the Port's attention to requiring the Port's compliance with the evaluation of bids within the confines of law.

(c) The Port's denial of DMR's protest for untimeliness based on the issuance of a Notice of Award was incorrect. The Port denied DMR's protest because the Notice of Award has issued. The denial of DMR's protest on this basis is clearly erroneous. Guam law specifically provides a right to appeal a Decision within fifteen (15) days. The Port notified DMR of its recommendation to Pacific Data Systems on June 28, 2024. DMR is unaware of the actual date of any Notice of Award, and the appropriate conduct of the Port under Guam law required the Port to stay the procurement upon DMR's protest dated July 12, 2024. Taking procurement action pending an appeal was not only arbitrary and capricious, but may constitute official misconduct.

B. RULING REQUESTED

DMR respectfully requests that the Office of Public Accountability issue an Order declaring the following:

- (1) That PAG's decision to make an award to Pacific Data Systems despite its failure to adhere to the requirements of the IFB was arbitrary, capricious and an abuse of discretion;
- (2) That PAG's denial of DMR's protests was unreasonable, arbitrary, capricious

and an abuse of discretion;

- (3) That PAG's rejection of DMR's bid based on high price was unreasonable, arbitration, capricious and an abuse of discretion;
- (4) That the automatic stay of procurement arising under 5 G.C.A. §5425(g) be confirmed in place;
- (5) That PAG be required to review all bid submission, determine the responsiveness of all bidders, and award the IFB DMR as the lowest priced responsive and responsible bidder under the IFB; and
- (6) For such further relief that the OPA deems appropriate.

C. SUPPORTING EXHIBITS, EVIDENCE OR DOCUMENTS

Submitted with this appeal are the following supporting exhibits, evidence, and documents:

- A. Invitation for Bid, IFB-PAG-008-24
- B. Bid Status, June 28, 2024
- C. DMR Bid Protest, July 12, 2024
- D. Decision on Protest, September 10, 2024

PART V: DECLARATION OF COURT ACTION

The undersigned does hereby confirm that to the best of her knowledge, no case or action concerning the IFB that is the subject of this Appeal has been commenced in Court. The undersigned

party agrees to notify the Office of Public Accountability within 24 hours if court action commences regarding this Appeal or the underlying procurement action.

RESPECTFULLY SUBMITTED on this 25th day of September, 2024.

**LAW OFFICE OF
JACQUELINE TAITANO TERLAJE, P.C.**

By:



JACQUELINE TAITANO TERLAJE
Attorney for Data Management Resources, LLC.

VERIFICATION

I, Richard C. Taitano, Chief Executive Officer of Appellant Data Management Resources, LLC. hereby declares under penalty of perjury of the laws of Guam that I have read the foregoing Notice of Appeal and that it is true and correct to the best of my knowledge, except as to those matters alleged upon information and belief, and as to those matters, I believe them to be true.

Dated on this 25th day of September, 2024.



RICHARD C. TAITANO
Appellant, Data Management Resources, LLC.



**Appendix D: Hearing Request/Waiver Form
PROCUREMENT APPEAL**

In the Appeal)
of)
)
)
Data Management)
Resources, LLC, APPELLANT)
_____)

**HEARING
REQUEST/WAIVER**

Docket No. OPA-PA_____

Please select one:

Pursuant to 2 GAR § 12108(a), the undersigned party does hereby request a hearing on the appeal stated above.

Pursuant to 2 GAR § 12108(a), the undersigned party does hereby waive his/her right to a hearing and is submitting the appeal stated above on record without a hearing.

Submitted this 25th day of Sept., 2024.

By: (Please select one)

APPELLANT

Chief Procurement Officer

Director of Public Works

Head of Purchasing Agency



Signature

RICHARD C. TAITANO

Print Name



**Appendix B: Declaration Form
PROCUREMENT APPEAL**

In the Appeal)
of)
)
DATA MANAGEMENT)
RESOURCES, LLC,)
)
APPELLANT)
_____)

Docket No. OPA-PA_____

DECLARATION RE COURT ACTION
(To be signed by the Government Purchasing Agency.)

Pursuant to 5 GCA Chapter 5, unless the court requests, expects, or otherwise expresses interest in a decision by the Public Auditor, the Office of Public Accountability will not take action on any appeal where action concerning the protest or appeal has commenced in any court.

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

Submitted this 25th day of SEPT., 2024.

By:  _____
DECLARANT

RICHARD C. TAITANO

Print Declarant's Name



Appendix C: Notice of Hearing Form
PROCUREMENT APPEAL

In the Appeal)
of)
Data Management Resources) **NOTICE OF HEARING**
LLC, APPELLANT)
_____) Docket No.: OPA-PA_____

You are hereby notified that a hearing will be held before the Public Auditor or the Hearings Officer for Procurement Appeals at the Office of Public Accountability on _____, day of _____, 20__, at the hour of _____, relative to the above-referenced Procurement Appeal. You may be present at the hearing; may be, but need not be, represented by counsel; may present any relevant evidence; and will be given full opportunity to cross-examine all witnesses testifying against you. You are entitled to the issuance of subpoenas to compel the attendance of witnesses and the production of books, documents or other things by applying to the Hearings Officer for Procurement Appeals, Office of Public Accountability.

Please acknowledge receipt of this Notice and return to the Office of Public Accountability immediately.

Acknowledged receipt:

Receiver's Signature

Print Name

Date



PORT OF GUAM
 ATURIDAT I PUETTON GUAHAN
 Jose D. Leon Guerrero Commercial Port
 1026 Cabras Highway, Suite 201, Piti, Guam 96915
 Telephone: 671-477-5931/35 Facsimile: 671-477-2689/4445
 Website: www.portguam.com



Lourdes A. Leon Guerrero
 Governor of Guam
 Joshua F. Tenorio
 Lieutenant Governor

Accountability * Impartiality * Competence * Openness * Value

INVITATION FOR BID No.: IFB/PAG-008-24

**DESCRIPTION:
 DESKTOP COMPUTER SYSTEMS WITH ACCESSORIES**

SPECIAL REMINDER TO PROSPECTIVE BIDDERS

Bidders are reminded to read the Sealed Bid Solicitation and Instructions, and General Terms and Conditions attached to the IFB to ascertain that all of the following requirements checked below are submitted in the bid envelope. One (1) original, one (1) copy, and one (1) CD or USB containing electronic file copy (in PDF format) of the complete bid proposal shall be enclosed in a sealed package or envelope at the date and time for bid opening.

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

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 _____, 2024, I, _____, an authorized representative of _____ acknowledge receipt of this special reminder to prospective bidders with the above-referenced IFB.

 Bidder Representative's Signature

Invitation for Bid: IFB/PAG-008-24

DESKTOP COMPUTER SYSTEMS WITH ACCESSORIES

ACKNOWLEDGEMENT RECEIPT FORM

Please be advised that to be considered a prospective bidder you must fill out this Acknowledgement receipt form. Please submit by fax to **(671) 472-1439** or email pagprocurement@portofguam.com.

THE ACKNOWLEDGEMENT RECEIPT FORM MUST BE SUBMITTED NO LATER THAN THREE (3) DAYS AFTER RECEIPT OF THE IFB PACKAGE.

NAME _____

DATE _____

TIME _____

CONTACT NUMBER _____

FAX NUMBER _____

CONTACT PERSON (POC) _____

TITLE _____

E-MAIL ADDRESS _____

COMPANY/FIRM _____

ADDRESS _____

SIGNATURE _____

NOTE: IFB recommends that prospective bidders register current contact information with IFB to ensure they receive any notices regarding any changes or updates to the IFB. The procuring agency and IFB will not be liable for failure to provide notice to any party who did not register current contact information.

ALL QUESTIONS AND CONCERNS in regards to this bid must be addressed to the Port Authority of Guam's General Manager: Rory J. Respicio rjrespicio@portofguam.com, Attention: Mark A. Cabrera macabrera@portofguam.com, and Kirida H. Charfauros khcharfauros@portofguam.com no later than **Tuesday, May 21, 2024, AT 4:00 P.M.**

No Entitlement to Preparation Costs – the bidder expressly waives any right it may have against the government for any expenses incurred in connection with the preparation of its bid.

Rory J. Respicio

INVITATION FOR BID

ISSUING OFFICE:
PORT AUTHORITY OF GUAM
Government of Guam
1026 Cabras Highway, Ste. 201,
Piti, Guam 96915

RORY J. RESPICIO
General Manager

DATE ISSUED: _____

INVITATION FOR BID No.: **IFB/PAG-008-24**

BID FOR: **DESKTOP COMPUTER SYSTEMS WITH ACCESSORIES**

SPECIFICATIONS: **SEE ATTACHED**

DESTINATION: **PORT AUTHORITY OF GUAM**

REQUIRED DELIVERY DATE: 60 Days Upon Receipt of Purchase Order. Delivery schedule time and quantity will be coordinated between the successful bidder and the requesting department on an as-needed basis. For a period of One (1) year on an as-needed basis upon the availability of funds with an option to extend for 90 days. **THIS IS AN INDEFINITE QUANTITY BID.**

INSTRUCTION TO BIDDERS:

INDICATE WHETHER: _____ INDIVIDUAL _____ PARTNERSHIP _____ CORPORATION

INCORPORATED IN: _____

THIS BID SHALL BE SUBMITTED in duplicate with one (1) electronic copy and sealed to the issuing office above before or until **Wednesday, May 29, 2024, at 10:00 a.m., Chamorro Standard Time (Guam Time)** and shall be publicly opened. Any 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 of the expense of the Government in the opening, tabulating, and evaluating this and other bids, and other considerations, the undersigned agrees that this bid remains firm and irrevocable within **90** calendar days from the date of 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: _____

NAME AND ADDRESS OF CONTRACTOR:

CONTRACTING OFFICER:

RORY J. RESPICIO
General Manager

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS CONTRACT:

Name: _____

Title: _____ Date: _____

SPECIAL PROVISIONS

This is an "Indefinite Quantity Bid". The quantities reflected are annual estimated requirements projected within a twelve (12) month period. These amounts may **increase or decrease** during the term of this bid. However, regardless of the fluctuation of quantities, this bid shall be subject to the availability of funds.

Contract Period:

The term of this contract is for a period of one (1) year and may be extended an additional 90 days' depending on the PAG availability of funds.

Additional Requirement:

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

**AFFIDAVIT DISCLOSING OWNERSHIP, INFLUENCE, COMMISSIONS
AND CONFLICTS OF INTEREST**

(Required by 5 GCA § 5233 as amended by P.L. 36-13 (4/9/2021))

CITY OF _____)
) ss.
 ISLAND OF GUAM)

Preface. As a condition of submitting a Bid/Offer/Proposal or responding to any method of source selection under Guam's Procurement Law for the purpose of entering into a contract with the government of Guam, this Affidavit requires all Bidders/Offerors/Prospective Contractors to make disclosures of ownership, influence, commissions, gratuities, kickbacks, and conflicts of interest occurring **during the 365 calendar days preceding the publication of this solicitation and until award of a contract.** This includes the duty to disclose **any changes** to the facts disclosed herein throughout the solicitation process; and if the entity submitting this Affidavit is awarded a contract, the duty to disclose **any changes** to the facts disclosed herein **continues throughout the life of the contract, including any extensions or renewals.**

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the Bidder/Offeror/Prospective Contractor and that (please check and fill out all that apply):

The Bidder/Offeror/Prospective Contractor is an individual with a business license, and all decisions are by, and all profit is for, that same individual, with principal place of business street address being:

The Bidder/Offeror/Prospective Contractor is a business or artificial person (as defined in 1 GCA § 715 or 5 GCA §§ 5030(n) or 5233(b)), and is a sole proprietorship owned entirely (100%) by _____ with principal place of business street address being:

The Bidder/Offeror/Prospective Contractor is a business or artificial person (as defined in 1 GCA § 715 or 5 GCA §§ 5030(n) or 5233(b)), and is owned by the following multiple individuals. Note: owners of more than 10% are statutorily required to be listed below, but other owners of smaller percentage are encouraged to be listed as well.

Name of Owner	Principal Place of Business Street Address	% of Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

One or more of the more-than-10% owners listed above is a business or artificial person. Any more-than-25% owners of such a business or artificial person are listed below per 5 GCA § 5233. Note: any less-than-25% owners of such a business or artificial person is encouraged to also be listed below.

Name of >10% Owner Business or Artificial Person:

Names of owners of the >10% Owner Business or Artificial Person ("Second Tier Owner")	Owner's Principal Place of Business Street Address	% of Interest

--	--	--

Name of other >10% Owner Business or Artificial Person:

--

Names of owners of the >10% Owner Business or Artificial Person ("Second Tier Owner")	Owner's Principal Place of Business Street Address	% of Interest

B. If any Second Tier Owner identified above is an artificial person, the natural or artificial owners of such Second Tier Owner who have held more than 49% of the shares or interest in the Bidder/Offeror/Prospective Contractor (Third Tier Owners) are as follows [if none, please so state]:

Second Tier Owner Name _____

Name of Third Tier Own	Principal Place of Business Street Address	% of Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____

C. If the name of no natural person has been identified as an owner, or a Second or Third Tier Owner of the Bidder/Offeror/Prospective Contractor, please identify the name, position, address, and contact information of the natural person having the authority and responsibility for the Bid/Offer/Proposal/Prospective Contract, and the name of any natural person who has the authority and power to remove and replace the designated responsible person:

Name of Natural Person	Position	Street Address of Principal Place of Business	Phone Number, Email Address, and other Contact Information

D. Further, I say that the persons who have received or are entitled to receive a commission, gratuity, contingent fee or other compensation to solicit, secure, or assist in obtaining business related to the Bid/Offer/Proposal/Prospective Contract for which this Affidavit is submitted are as follows (if none, please so state):

Name	Principal Place of Business Street Address	Amount of Compensation
_____	_____	_____
_____	_____	_____

E. Further, I say that the persons who have directly or indirectly participated in this solicitation and who are also employees of the government of Guam or the government of the United States, if federal funds are to be

used in the payment of the contract related to the Bid/Offer/Proposal/Prospective Contract for which this Affidavit is submitted, are as follows (if none, please so state):

Name	Principal Place of Business Street Address
_____	_____
_____	_____

F. Regardless of any ownership interest, the following individuals have the power to control the performance of the contract or to control the Bidder/Offeror/Prospective Contractor, directly or indirectly:

Name	Principal Place of Business Street Address
_____	_____
_____	_____

G. Until award of the contract, and throughout the term of any contract awarded to the Bidder/Offeror/Prospective Contractor represented herein, I agree to promptly make any disclosures not made previously and update changes in ownership, identities of owners and other required information, interests, compensation or conflicts of the persons required to be disclosed. I understand that failure to comply with this requirement shall constitute a material breach of contract.

H. I hereby declare under penalty of perjury under the laws of Guam that the foregoing is true and correct.

Executed on: _____(date)

Signature of one of the following:
Bidder/Offeror/Prospective Contractor, if a licensed individual
Owner of sole proprietorship Bidder/Offeror/Prospective
Contractor
Partner, if the Bidder/Offeror/Prospective Contractor is a
partnership
Officer, if the Bidder/Offeror/Prospective Contractor is a
corporation

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

Notary Public
My commission expires: _____

AFFIDAVIT re NON-COLLUSION

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

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

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

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

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

Subscribed and sworn to before me
this _____ day of _____, 202__.

NOTARY PUBLIC
My commission expires _____, ____.

AFFIDAVIT re NO GRATUITIES or KICKBACKS

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

1. The name of the offering 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 offerors 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 Offerors 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 Offerors proposal.

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the Offerors 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 _____, 202__.

NOTARY PUBLIC
My commission expires _____.

AFFIDAVIT RE ETHICAL STANDARDS

CITY OF _____)
ISLAND OF GUAM) ss.
)

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

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

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

Subscribed and sworn to before me
this ____ day of _____, 202__.

NOTARY PUBLIC
My commission expires _____.

DECLARATION RE COMPLIANCE WITH U.S. D.O.L. WAGE DETERMINATION
Procurement No: IFB-PAG-008-24
DESKTOP COMPUTER SYSTEMS WITH ACCESSORIES

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

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026.

|If the contract is entered into on or |Executive Order 14026 generally applies to |after January 30, 2022, or the |the contract. |contract is renewed or extended (e.g., |The contractor must pay all covered workers |an option is exercised) on or after |at least \$16.20 per hour (or the applicable |January 30, 2022: |wage rate listed on this wage determination, | |if it is higher) for all hours spent | |performing on the contract in 2023. |

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

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		14.27***
01012 - Accounting Clerk II		16.02***
01013 - Accounting Clerk III		17.93
01020 - Administrative Assistant		21.43
01035 - Court Reporter		17.40
01041 - Customer Service Representative I		12.75***
01042 - Customer Service Representative II		14.23***
01043 - Customer Service Representative III		15.62***
01051 - Data Entry Operator I		12.16***
01052 - Data Entry Operator II		13.27***
01060 - Dispatcher, Motor Vehicle		17.39
01070 - Document Preparation Clerk		13.85***
01090 - Duplicating Machine Operator		13.85***
01111 - General Clerk I		11.33***
01112 - General Clerk II		12.36***
01113 - General Clerk III		13.88***
01120 - Housing Referral Assistant		19.39
01141 - Messenger Courier		11.37***
01191 - Order Clerk I		12.57***
01192 - Order Clerk II		13.71***
01261 - Personnel Assistant (Employment) I		15.95***
01262 - Personnel Assistant (Employment) II		17.85
01263 - Personnel Assistant (Employment) III		19.89
01270 - Production Control Clerk		22.97
01290 - Rental Clerk		11.10***
01300 - Scheduler, Maintenance		15.55***
01311 - Secretary I		15.55***
01312 - Secretary II		17.40
01313 - Secretary III		19.39
01320 - Service Order Dispatcher		15.40***
01410 - Supply Technician		21.43
01420 - Survey Worker		16.96
01460 - Switchboard Operator/Receptionist		10.78***
01531 - Travel Clerk I		13.01***
01532 - Travel Clerk II		14.12***
01533 - Travel Clerk III		15.09***
01611 - Word Processor I		14.53***
01612 - Word Processor II		16.31
01613 - Word Processor III		18.26
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		17.20
05010 - Automotive Electrician		16.16***
05040 - Automotive Glass Installer		15.11***
05070 - Automotive Worker		15.11***
05110 - Mobile Equipment Servicer		12.96***
05130 - Motor Equipment Metal Mechanic		17.20
05160 - Motor Equipment Metal Worker		15.11***
05190 - Motor Vehicle Mechanic		17.20
05220 - Motor Vehicle Mechanic Helper		11.87***
05250 - Motor Vehicle Upholstery Worker		14.06***
05280 - Motor Vehicle Wrecker		15.11***
05310 - Painter, Automotive		16.16***
05340 - Radiator Repair Specialist		15.11***
05370 - Tire Repairer		12.67***
05400 - Transmission Repair Specialist		17.20
07000 - Food Preparation And Service Occupations		
07010 - Baker		11.10***
07041 - Cook I		14.44***
07042 - Cook II		16.84
07070 - Dishwasher		9.69***
07130 - Food Service Worker		10.11***
07210 - Meat Cutter		13.34***
07260 - Waiter/Waitress		9.73***
09000 - Furniture Maintenance And Repair Occupations		
09010 - Electrostatic Spray Painter		18.75
09040 - Furniture Handler		11.37***
09080 - Furniture Refinisher		18.75
09090 - Furniture Refinisher Helper		13.77***

09110 - Furniture Repairer, Minor	16.32
09130 - Upholsterer	18.75
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.69***
11060 - Elevator Operator	9.69***
11090 - Gardener	14.28***
11122 - Housekeeping Aide	10.13***
11150 - Janitor	10.13***
11210 - Laborer, Grounds Maintenance	10.79***
11240 - Maid or Houseman	9.67***
11260 - Pruner	9.66***
11270 - Tractor Operator	13.07***
11330 - Trail Maintenance Worker	10.79***
11360 - Window Cleaner	11.32***
12000 - Health Occupations	
12010 - Ambulance Driver	18.96
12011 - Breath Alcohol Technician	18.96
12012 - Certified Occupational Therapist Assistant	26.02
12015 - Certified Physical Therapist Assistant	26.02
12020 - Dental Assistant	18.79
12025 - Dental Hygienist	39.73
12030 - EKG Technician	28.73
12035 - Electroneurodiagnostic Technologist	28.73
12040 - Emergency Medical Technician	18.96
12071 - Licensed Practical Nurse I	16.95
12072 - Licensed Practical Nurse II	18.96
12073 - Licensed Practical Nurse III	21.14
12100 - Medical Assistant	13.42***
12130 - Medical Laboratory Technician	18.82
12160 - Medical Record Clerk	14.97***
12190 - Medical Record Technician	17.77
12195 - Medical Transcriptionist	16.95
12210 - Nuclear Medicine Technologist	41.68
12221 - Nursing Assistant I	12.43***
12222 - Nursing Assistant II	13.97***
12223 - Nursing Assistant III	15.24***
12224 - Nursing Assistant IV	17.12
12235 - Optical Dispenser	18.96
12236 - Optical Technician	16.95
12250 - Pharmacy Technician	15.49***
12280 - Phlebotomist	16.95
12305 - Radiologic Technologist	28.73
12311 - Registered Nurse I	23.50
12312 - Registered Nurse II	28.73
12313 - Registered Nurse II, Specialist	28.73
12314 - Registered Nurse III	34.76
12315 - Registered Nurse III, Anesthetist	34.76
12316 - Registered Nurse IV	41.68
12317 - Scheduler (Drug and Alcohol Testing)	23.50
12320 - Substance Abuse Treatment Counselor	23.50
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.42
13012 - Exhibits Specialist II	26.53
13013 - Exhibits Specialist III	32.45
13041 - Illustrator I	21.42
13042 - Illustrator II	26.53
13043 - Illustrator III	32.45
13047 - Librarian	29.38
13050 - Library Aide/Clerk	17.05
13054 - Library Information Technology Systems Administrator	26.53
13058 - Library Technician	18.11
13061 - Media Specialist I	19.15
13062 - Media Specialist II	21.42
13063 - Media Specialist III	23.87
13071 - Photographer I	19.15
13072 - Photographer II	21.42
13073 - Photographer III	26.53
13074 - Photographer IV	32.45
13075 - Photographer V	39.27
13090 - Technical Order Library Clerk	21.42
13110 - Video Teleconference Technician	19.15
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.71***
14042 - Computer Operator II	17.22
14043 - Computer Operator III	19.19
14044 - Computer Operator IV	21.33
14045 - Computer Operator V	23.62
14071 - Computer Programmer I (see 1)	15.73***
14072 - Computer Programmer II (see 1)	19.50
14073 - Computer Programmer III (see 1)	23.84
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	15.71***
14160 - Personal Computer Support Technician	21.33
14170 - System Support Specialist	21.24
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)	34.91
15050 - Computer Based Training Specialist / Instructor	24.23
15060 - Educational Technologist	29.40
15070 - Flight Instructor (Pilot)	34.91
15080 - Graphic Artist	20.47
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	34.91
15086 - Maintenance Test Pilot, Rotary Wing	34.91
15088 - Non-Maintenance Test/Co-Pilot	34.91
15090 - Technical Instructor	17.67
15095 - Technical Instructor/Course Developer	23.78
15110 - Test Proctor	15.70***
15120 - Tutor	15.70***
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	10.83***
16030 - Counter Attendant	10.83***
16040 - Dry Cleaner	12.36***
16070 - Finisher, Flatwork, Machine	10.83***
16090 - Presser, Hand	10.83***
16110 - Presser, Machine, Drycleaning	10.83***
16130 - Presser, Machine, Shirts	10.83***
16160 - Presser, Machine, Wearing Apparel, Laundry	10.83***
16190 - Sewing Machine Operator	12.88***
16220 - Tailor	13.40***
16250 - Washer, Machine	11.34***
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.46
19040 - Tool And Die Maker	24.46
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.36***
21030 - Material Coordinator	22.97
21040 - Material Expediter	22.97
21050 - Material Handling Laborer	12.57***
21071 - Order Filler	10.62***
21080 - Production Line Worker (Food Processing)	15.36***
21110 - Shipping Packer	17.12
21130 - Shipping/Receiving Clerk	17.12
21140 - Store Worker	15.83***
21150 - Stock Clerk	22.26
21210 - Tools And Parts Attendant	15.36***
21410 - Warehouse Specialist	15.36***
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.04
23019 - Aircraft Logs and Records Technician	19.47
23021 - Aircraft Mechanic I	23.84
23022 - Aircraft Mechanic II	25.04
23023 - Aircraft Mechanic III	26.30
23040 - Aircraft Mechanic Helper	16.58
23050 - Aircraft, Painter	22.39
23060 - Aircraft Servicer	19.47
23070 - Aircraft Survival Flight Equipment Technician	22.39
23080 - Aircraft Worker	21.03
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	21.03
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	23.84
23110 - Appliance Mechanic	19.46
23120 - Bicycle Repairer	15.61***
23125 - Cable Splicer	22.47
23130 - Carpenter, Maintenance	17.58
23140 - Carpet Layer	18.20
23160 - Electrician, Maintenance	19.37
23181 - Electronics Technician Maintenance I	18.20
23182 - Electronics Technician Maintenance II	19.46
23183 - Electronics Technician Maintenance III	20.72
23260 - Fabric Worker	16.94
23290 - Fire Alarm System Mechanic	16.77
23310 - Fire Extinguisher Repairer	15.61***
23311 - Fuel Distribution System Mechanic	20.72
23312 - Fuel Distribution System Operator	15.61***
23370 - General Maintenance Worker	13.24***
23380 - Ground Support Equipment Mechanic	23.84
23381 - Ground Support Equipment Servicer	19.47
23382 - Ground Support Equipment Worker	21.03
23391 - Gunsmith I	15.61***
23392 - Gunsmith II	18.20
23393 - Gunsmith III	20.72
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.27
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	20.50
23430 - Heavy Equipment Mechanic	19.50
23440 - Heavy Equipment Operator	18.10
23460 - Instrument Mechanic	20.72
23465 - Laboratory/Shelter Mechanic	19.46
23470 - Laborer	12.57***
23510 - Locksmith	19.46
23530 - Machinery Maintenance Mechanic	23.13
23550 - Machinist, Maintenance	20.72
23580 - Maintenance Trades Helper	11.77***
23591 - Metrology Technician I	20.72
23592 - Metrology Technician II	22.03

23593 - Metrology Technician III	23.33
23640 - Millwright	20.72
23710 - Office Appliance Repairer	19.46
23760 - Painter, Maintenance	17.04
23790 - Pipefitter, Maintenance	19.96
23810 - Plumber, Maintenance	18.75
23820 - Pneudraulic Systems Mechanic	20.72
23850 - Rigger	20.72
23870 - Scale Mechanic	18.20
23890 - Sheet-Metal Worker, Maintenance	19.55
23910 - Small Engine Mechanic	18.20
23931 - Telecommunications Mechanic I	19.96
23932 - Telecommunications Mechanic II	21.24
23950 - Telephone Lineman	20.62
23960 - Welder, Combination, Maintenance	19.96
23965 - Well Driller	21.13
23970 - Woodcraft Worker	20.71
23980 - Woodworker	15.61***
24000 - Personal Needs Occupations	
24550 - Case Manager	15.01***
24570 - Child Care Attendant	10.09***
24580 - Child Care Center Clerk	13.25***
24610 - Chore Aide	14.06***
24620 - Family Readiness And Support Services Coordinator	15.01***
24630 - Homemaker	16.12***
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.79
25040 - Sewage Plant Operator	22.89
25070 - Stationary Engineer	22.79
25190 - Ventilation Equipment Tender	15.72***
25210 - Water Treatment Plant Operator	22.89
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.90***
27007 - Baggage Inspector	9.63***
27008 - Corrections Officer	14.59***
27010 - Court Security Officer	14.59***
27030 - Detection Dog Handler	10.90***
27040 - Detention Officer	14.59***
27070 - Firefighter	14.59***
27101 - Guard I	9.63***
27102 - Guard II	10.90***
27131 - Police Officer I	14.59***
27132 - Police Officer II	16.21
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.24***
28042 - Carnival Equipment Repairer	14.46***
28043 - Carnival Worker	9.78***
28210 - Gate Attendant/Gate Tender	13.18***
28310 - Lifeguard	11.01***
28350 - Park Attendant (Aide)	14.74***
28510 - Recreation Aide/Health Facility Attendant	11.84***
28515 - Recreation Specialist	18.26
28630 - Sports Official	11.74***
28690 - Swimming Pool Operator	17.71
29000 - Stevedoring/Longshoremens Occupational Services	
29010 - Blocker And Bracer	26.02
29020 - Hatch Tender	26.02
29030 - Line Handler	26.02
29041 - Stevedore I	24.21
29042 - Stevedore II	27.82
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	43.06
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	29.69
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	32.70
30021 - Archeological Technician I	18.17
30022 - Archeological Technician II	20.33
30023 - Archeological Technician III	25.19
30030 - Cartographic Technician	25.19
30040 - Civil Engineering Technician	25.19
30051 - Cryogenic Technician I	27.89
30052 - Cryogenic Technician II	30.80
30061 - Drafter/CAD Operator I	18.17
30062 - Drafter/CAD Operator II	20.33
30063 - Drafter/CAD Operator III	22.66
30064 - Drafter/CAD Operator IV	27.89
30081 - Engineering Technician I	16.19***
30082 - Engineering Technician II	18.17
30083 - Engineering Technician III	20.33
30084 - Engineering Technician IV	25.19
30085 - Engineering Technician V	30.80
30086 - Engineering Technician VI	37.27
30090 - Environmental Technician	25.19
30095 - Evidence Control Specialist	25.19
30210 - Laboratory Technician	22.66
30221 - Latent Fingerprint Technician I	27.89
30222 - Latent Fingerprint Technician II	30.80
30240 - Mathematical Technician	25.19
30361 - Paralegal/Legal Assistant I	19.54
30362 - Paralegal/Legal Assistant II	24.21

30363 - Paralegal/Legal Assistant III	29.61
30364 - Paralegal/Legal Assistant IV	35.83
30375 - Petroleum Supply Specialist	30.80
30390 - Photo-Optics Technician	24.92
30395 - Radiation Control Technician	30.80
30461 - Technical Writer I	25.19
30462 - Technical Writer II	30.80
30463 - Technical Writer III	37.27
30491 - Unexploded Ordnance (UXO) Technician I	27.37
30492 - Unexploded Ordnance (UXO) Technician II	33.11
30493 - Unexploded Ordnance (UXO) Technician III	39.69
30494 - Unexploded (UXO) Safety Escort	27.37
30495 - Unexploded (UXO) Sweep Personnel	27.37
30501 - Weather Forecaster I	27.89
30502 - Weather Forecaster II	33.93
30620 - Weather Observer, Combined Upper Air Or (see 2)	22.66
Surface Programs	
30621 - Weather Observer, Senior (see 2)	25.19
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	33.11
31020 - Bus Aide	8.97***
31030 - Bus Driver	11.73***
31043 - Driver Courier	10.26***
31260 - Parking and Lot Attendant	9.91***
31290 - Shuttle Bus Driver	11.65***
31310 - Taxi Driver	11.41***
31361 - Truckdriver, Light	11.21***
31362 - Truckdriver, Medium	12.16***
31363 - Truckdriver, Heavy	16.11***
31364 - Truckdriver, Tractor-Trailer	16.11***
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	16.14***
99030 - Cashier	10.01***
99050 - Desk Clerk	9.71***
99095 - Embalmer	27.37
99130 - Flight Follower	27.37
99251 - Laboratory Animal Caretaker I	24.31
99252 - Laboratory Animal Caretaker II	26.56
99260 - Marketing Analyst	21.54
99310 - Mortician	27.37
99410 - Pest Controller	16.07***
99510 - Photofinishing Worker	14.38***
99710 - Recycling Laborer	17.32
99711 - Recycling Specialist	23.38
99730 - Refuse Collector	16.40
99810 - Sales Clerk	10.63***
99820 - School Crossing Guard	17.96
99830 - Survey Party Chief	23.99
99831 - Surveying Aide	13.65***
99832 - Surveying Technician	17.73
99840 - Vending Machine Attendant	24.31
99841 - Vending Machine Repairer	30.96
99842 - Vending Machine Repairer Helper	24.31

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS: HEALTH & WELFARE: \$4.98 per hour, up to 40 hours per week, or \$199.20 per week or \$863.20 per month. HEALTH & WELFARE EO 13706: \$4.57 per hour, up to 40 hours per week, or \$182.80 per week, or \$792.13 per month* *This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

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 eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence 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 4.174)

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

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that 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).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional

under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

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 employed (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, dying, 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 re-grading 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 \$5.67 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.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**** 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 (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). 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 the 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 U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 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 Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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" should be used to compare job definitions to ensure 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 (See 29 CFR 4.152(c)(1))."

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 _____, 20__.

Notary Public

THE PORT AUTHORITY OF GUAM
GOVERNMENT OF GUAM
1026 Cabras Highway, Suite 201
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)

INVITATION FOR BID No.: IFB/PAG-008-24 DESKTOP COMPUTER SYSTEMS WITH ACCESSORIES

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

Signed and sealed this _____ day of _____ 20____.

(PRINCIPAL) (SEAL)

(WITNESS)

(TITLE)

(MAJOR OFFICER OF SURETY)

(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 THE PORT AUTHORITY OF GUAM, 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 (SGCA, 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 THE PORT AUTHORITY OF GUAM). 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.
- WITHHOLDING ASSESSMENT FEE:** All procurements of professional services are subject to a withholding assessment fee for non-resident persons or companies without a valid Guam Business License, which is equal to four percent (4%) of the total dollar value of any contract awarded for all government of Guam contracts for any professional services provided by a non-resident person or company residing outside of Guam, as a cost of doing business with the government of Guam, in accordance with 11 GCA § 71114 (P.L. 33-166).
- [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 POLICY:** This procurement will be conducted in accordance with all applicable requirements of 5 GCA § 5008(e).
- [X] 6. **U.S. GOVERNMENT POLICY:** This procurement will be conducted in accordance with all applicable requirements of 5 GCA § 5122.
- [X] 7. **COMPLIANCE WITH SPECIFICATIONS AND OTHER SOLICITATION REQUIREMENTS:** Bidders shall comply with all specifications and other requirements of the Solicitation.
- [X] 8. **"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] 9. **MULTIPLE AWARDS:** Multiple awards shall be issued for this IFB on the basis of the lowest responsive and responsible bidder per line item. Any such awards shall be limited to the least number of suppliers necessary to meet the valid requirements of using agencies. (3) Contract and Solicitation Provisions. All eligible users of the contract shall be named in the solicitation, and it shall be mandatory that the actual requirements of such users that can be met under the contract be obtained in accordance with the contract, provided, that: (A) the territory shall reserve the right to take bids separately if a particular quantity requirement arises which exceeds its normal requirement or an amount specified in the contract; (B) the territory shall reserve the right to take bids separately if the Chief Procurement Officer, the Director of Public Works, or the head of a Purchasing Agency approves a finding that the supply or service available under the contract will not meet a nonrecurring special need of the territory; and (C) the contract shall allow the territory to procure supplies produced, or services performed, incidental to the territory's own programs as may be available when such supplies or services satisfy the need. No alternate bids will be accepted.
- [X] 10. **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] 11. **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] 12. **BID ENVELOPE:** Envelope shall be sealed and marked with the bidder's name, Bid number, time, date and place of Bid Opening.
- [X] 13. **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 Treasury 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. Pursuant to 5 GCA § 5212, 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. The bid bond, Letter of Credit, Certified Check or Cashier's Check will serve as Bid Security for this procurement.

- [X] 14. **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] 15. **SURETY BONDS:** Bid and Bid 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] 16. **COMPETENCY OF BIDDERS:** Bids will be considered only from such bidders who, in the opinion of the Government, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.
- [X] 17. **DETERMINATION OF RESPONSIBILITY OF BIDDERS:** The GENERAL MANAGER reserves the right for securing from bidder's 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. (2 GAR, Div. 4 § 3116)
- [X] 18. **STANDARD FOR DETERMINATION OF LOWEST RESPONSIBLE BIDDER:**
In determining the lowest responsible offer, the GENERAL MANAGER 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] 19. **TIE BIDS:** If the bids are for the same unit price or total amount in the whole or in part, the GENERAL MANAGER will determine award based on 2 GAR, Div. 4, § 3109(o) (2) or to reject all such bids.
- [X] 20. **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] 21. **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.
- [] 22. **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.

- [] 23. **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] 24. **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 GENERAL MANAGER shall have the authority to award, cancel, or reject bids, in whole or in part for any one or more items if he determines it is in the public interest. Award issued to the lowest responsible bidder within the specified time for acceptance as indicated in the solicitation, results in a bidding contract without further action by either party. In case of an error in the extension of prices, unit price will govern. It is the policy of the Government to award contracts to qualified local bidders. The Government reserves the right to increase or decrease the quantity of the items for award and make additional awards for the same type items and the vendor agrees to such modifications and additional awards based on the bid prices for a period of thirty (30) days after original award. No award shall be made under this solicitation which shall require advance payment or irrevocable letter of credit from the government (2 GAR, Div.4 §1103).
- [] 25. **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] 26. **SCHEDULE FOR DELIVERY:** Successful bidder shall notify the PORT AUTHORITY OF GUAM, Telephone Nos. 475-5931 ext. 252, at least twenty-four (24) hours before delivery of any item under this solicitation.
- [] 27. **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.
- [] 28. **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] 29. **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.
- [] 30. **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.
- [] 31. **SAFETY INSPECTION:** All motor vehicles delivered under this contract must pass the Government of Guam Vehicle Inspection before delivery at destination.
- [X] 32. **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.**

- [X] 33. **REPRESENTATION REGARDING ETHICS IN PUBLIC PROCUREMENT:** The bidder or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a Government employee to breach any of the ethical standards and represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth on Chapter 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.
- [X] 34. **REPRESENTATION REGARDING CONTINGENT FEES:** The contractor represents that it has not retained a person to solicit or secure a Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business (GPR Section 11-207).
- [X] 35. **EQUAL EMPLOYMENT OPPORTUNITY:** Contractors shall not discriminate against any employee or applicant of employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that employees are treated equally during employment without regards to their race, color, religion, sex, or national origin.
- [X] 36. **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.
- [X] 37. **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.
- [X] 38. **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.
- [X] 39. **CANCELLATION OF INVITATION FOR BIDS OR REQUEST FOR PROPOSALS:** Any Invitation for Bid may be cancelled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interests of the Territory in accordance with regulations promulgated by the Policy Office. The reasons therefor shall be made part of the contract file.
- [X] 40. **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 2 GAR, Div. 4 § 6101(8)
- [X] 41. **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 GENERAL MANAGER of such delay. Notification shall be in writing and shall be received by the GENERAL MANAGER 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 GENERAL MANAGER, such justification is not adequate.
- [X] 42. **SERVICE-DISABLED VETERAN OWNED BUSINESS PREFERENCE:** Bidding is subject to the policy in favor of Service-Disabled Veteran Owned Business as defined in 5 GCA sections 5011 and 5012.
- [X] 43. **LIQUIDATED DAMAGES:** When the contractor is given notice of delay or nonperformance as specified in Paragraph 1 (Default) of the Termination for Default Clause of this contract and fails to cure in the time specified, the contractor shall be liable for damages for delay in the amount of one-fourth of one percent (1%) of outstanding order per calendar day from date set for cure until either the territory reasonable obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contractor's delay or nonperformance is excused under Paragraph 40 (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this contract, liquidated damages shall not be due the territory. The contractor remains liable for damages caused other than by delay. 2 GAR, Div. 4 §6101(d).
- [X] 44. **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] 45. **INSURANCE COVERAGE REQUIRED:** The amount of insurance required shall be determined by the Port's General Manager depending upon the type of activity conducted, or to be conducted by the owners or operators of vehicles entering the Port's facilities other service providers accessing on foot.

- A. Commercial General Liability including Broad Form Property Damage and Contractual Liability \$1,000,000.00 combined single limit of liability
- B. Worker's Compensation – Statutory
- C. Automobile Liability - \$1,000,000.00 combined single limit of liability

Insurance Company: The insurance coverage(s) must be issued by those insurance companies who are licensed to do business on Guam, as determined by the Insurance Commissioner of the Department of Revenue and Taxation.

Additional Insurance Provision: All Commercial insurance policies possessed by owners or operators of vehicles entering or using the Port's facilities and/or grounds must name the Port as an additional Insured in their policies and specify that the Port shall be given at least thirty (30 days' prior written notice of any cancellation, material change or reduction in coverage.

Proof of Insurance: An Insurance Certificate must be issued listing all the vehicles, equipment, trucks covered under the insurance policy and filed with the Port Police Division. The insurance should include;

Name of the Insured (The Port must be shown as an Additional Insured on all Commercial insurance policies):

Policy Number

- Effective Date of Policy
- Limits of Insurance
- Description of Coverage Provided; and
- Name of Issuing Company

A certified copy of the Insurance Certificate must be carried in each vehicle, equipment and/or truck entering the Port facilities. This proof of insurance must be provided to the Port Police Division on an annual basis at least ten (10) days before the insurance policy expires.

Notice of Loss: In the event a Port tenant or user is involved in an accident within the Port's facilities or while on Routes 11A or 11B (Cabras Highway) and results in bodily injury or property damage, the Port Police Division must be immediately notified.

Workers' Compensation: All business entities entering or using the Port's facilities must also possess Workers' Compensation Insurance coverage as prescribed by Guam laws and copies of such Certificate of Insurance are to be filed with the Port Police Division. Each certification shall specify that the Port shall be given at least thirty (30) days prior written notice of any cancellation, material change or reduction in coverage.

Interchange Agreement: In lieu of fulfilling the maximum the maximum insurance requirements listed herein, the Port user must provide to the Port a current Interchange Agreement. The primary company must have fulfilled the maximum insurance requirements listed above. The Interchange Agreement must specifically state and name the Port user as additional insured and the duration of coverage. The Port must be notified thirty (30) days prior written notice of any cancellation, materials change or reduction in coverage.

[X] 46. **CONTRACT CANCELLATION:** Any contract awarded under this IFB is subject to the availability of certified funds. The Procurement Officer will notify the Contractor on a timely basis whether the funds are, or are not, available for the continuation of the contract for each succeeding fiscal period. In the event that funds are not available for any succeeding fiscal period, the contract shall be cancelled; however, this does not affect either Party's right to terminate under the termination clauses of the contract. If cancelled, contractor will be reimbursed unamortized reasonably incurred non-recurring costs.

[X] 47. **CONTACT FOR CONTRACT ADMINISTRATION:** If your firm receives a contract as a result of this Solicitation, please designate a person whom we may contact for prompt administration.

[X] 48. **WOMEN-OWNED BUSINESS PREFERENCE:** Bidding is subject to the policy in favor of Women-Owned Businesses pursuant to "The Support for Women-Owned Business Act" enacted by Public Law No. 36-26 and codified in 5 GCA section 5013.

[X] 49. **GOVERNING LAW, JURISDICTION, AND VENUE CLAUSE:** Except to the extent United States federal law is applicable, the validity of the contract and of any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by the laws of Guam. Bidder expressly recognizes that the Government Claims Act (Title 5 of the Guam Code Annotated, Chapter 6) applies with respect only to claims of money owed by or to the Bidder/Contractor against the Government, if the claim arises out of or in connection with the contract. Bidder also expressly recognizes that all other claims by the Bidder/Contractor against the Government are subject to the Guam Procurement Law (Title 5 of the Guam Code Annotated, Chapter 5).

Bidder/Contractor hereby expressly consents to the jurisdiction and venue of Guam with respect to any protest or dispute resolution, and the forum of the courts of Guam with respect to any and all claims which may arise by reason of the contract, except as otherwise may be provided by Guam Procurement Law. By submitting a bid, Bidder/Contractor waives any and all rights it may otherwise have to contest the same or to proceed with any claims arising by reason of this IFB or any awarded contract in a different jurisdiction, forum, or venue.

- [X] 50. **EXTENSION AND RENEWALS CLAUSE:** Extension or Renewal Terms. At the sole option of the Port Authority of Guam, and upon satisfactory performance by the Bidder/Contractor, the awarded contract may be extended or renewed for any number of time period(s) determined to be in the best interests of the government of Guam, as specified in this solicitation, for the purposes of continuity of services. Any Renewal Term shall not be subject to negotiation, but shall be a renewal of the entire contract on the exact same time frame, terms, conditions, and pricing as in effect under the Initial Term of the awarded contract. Any Extension shall not be subject to negotiation, but shall be an extension of the contract on the same terms, conditions, and pricing in effect under the awarded contract, for a new time frame, as specified in the solicitation. All Extension or Renewal Terms are subject to the availability of additional funds. Unless cancelled for lack of funds, terminated, renewed, or extended prior to expiration, the contract shall expire at the end of the stated Initial term or at the end of any subsequent Extension or Renewal Term exercised by the PAG.
- [X] 51. **GUAM DEBARMENT:**
Bidder/Contractor warrants that it will comply with the provisions of 5 GCA Chapter 5 Articles 9 and 11, subject to debarment or suspension, and that it will not employ any subcontractors who have been federally debarred or debarred by the government of Guam.
- [X] 52. **TERMINATION:**
- A. Termination for Default, Nonperformance or Delay, Damages for Delay, Time Extensions.
1. Default. If Contractor refuses or fails to perform any of the provisions of the contract awarded under this solicitation with such diligence as will ensure its completion within the time specified, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of these terms, PAG may notify Contractor in writing of the delay or non-performance and if not cured in ten days or any longer time specified in writing by PAG, PAG may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part PAG may procure similar supplies or services in a manner and upon terms deemed appropriate by the PAG. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
 2. Contractor's Duties. Notwithstanding termination of the contract and subject to any directions from the PAG, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the PAG and the government of Guam has an interest.
 3. Compensation. Payment for completed supplies delivered and accepted by PAG shall be at the contract price. Payment for the protection and preservation of property shall be in an amount agreed upon by Contractor and the PAG; if the parties fail to agree, the PAG shall set an amount subject to Contractor's rights under Article 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations. PAG may withhold from amounts due Contractor such sums as the PAG deems to be necessary to protect the PAG against loss because of outstanding liens or claims of former lien holders and to reimburse the PAG for the excess costs incurred in procuring similar goods and services.
 4. Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of the contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the PAG within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the government of Guam and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the supplies or services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the PAG shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the Agreement, the delivery schedule shall be revised accordingly, subject to the rights of the government of Guam under the clause entitled (in fixed-price contracts, "Termination" for Convenience in cost-reimbursement contracts) "Termination". (As used in this Paragraph of this clause the term "subcontractor" means subcontractor at any tier.)
 5. Erroneous Termination for Default. If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that Contractor was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, be the same as if the notice of termination had been issued pursuant to the clause providing for termination for convenience.
 6. Additional Rights and Remedies. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this solicitation or awarded contract.
- B. Termination for Convenience
1. PAG may, when the interest of PAG so require, terminate any awarded contract in whole or in part, for the

convenience of PAG or the government of Guam. PAG shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.

2. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work.

C. Compensation.

1. Contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data to the extent required by 2 GAR, Div. 4, § 3118 (Cost or Pricing Data) of the Guam Procurement Regulations bearing on such claim. If Contractor fails to file a termination claim within one year from the effective date of termination, the PAG may pay Contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

2. The PAG and Contractor may agree to a settlement provided the Contractor has filed a termination claim supported by cost or pricing data to the extent required by 2 GAR, Div. 4, § 3118 (Cost or Pricing Data) of the Guam Procurement Regulations and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the PAG, and the contract price of the work not terminated.

3. Absent complete agreement under Subparagraph (2) of this Paragraph, the PAG shall pay Contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:

(i) contract prices for services accepted under the Agreement;

(ii) costs incurred in preparing to perform and performing the terminated portion of the work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) that shall be no less than the fees due for the portion of the term calculated up-through the date of termination calculated on a pro-rata basis, less amounts paid or to be paid for accepted services; provided, however, that if it appears that Contractor would have sustained a loss if the entire Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;

(iii) costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (b) of this clause. These costs must not include costs paid in accordance with Subparagraph (3)(b) of this Paragraph;

(iv) the reasonable settlement costs of Contractor including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Agreement for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this Agreement.

The total sum to be paid Contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of Contractor reduced by the amount of payments otherwise made and the contract price of work not terminated.

4. Cost claimed, agreed to, or established under Subparagraph (b) and (c) of this Paragraph shall be in accordance with Article 7 (Cost Principles) of the Guam Procurement Regulations.

[X] 53. STOP WORK ORDER/SUSPENSION OF SERVICES:

A. Suspension for Convenience. The Procurement Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the services for such period of time as may be appropriate for the convenience of PAG.

B. Adjustment of Cost. If the performance of all or any part of the services is, for an unreasonable period of time, suspended, delayed, or interrupted by an act of the Procurement Officer in the administration of the awarded contract, or by the failure of the Procurement Officer to act within the time specified in this Agreement (or if no time is specified, within reasonable time), an adjustment shall be made for any increase in the cost of performance of the contract necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent: (a) that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor; or (b) for which an adjustment is provided for or excluded under any other provision of the contract.

C. Time Restriction on Claim. No claim under this clause shall be allowed: (a) for any costs incurred more than twenty (20) days before the Contractor shall have notified the Procurement Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and (b) Unless the claim is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment under the contract.

D. Adjustments of Price. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this Agreement.

[X] 54. STANDARD PRICE ADJUSTMENT CLAUSE:

A. Price Adjustment Methods. Any adjustment in contract price pursuant to the awarded contract shall be made in one or more of the following ways:

- 1) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- 2) by unit prices specified in the Bid, Proposal, contract, or as subsequently agreed upon;
- 3) by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract or subsequently agreed upon;
- 4) in such other manner as the parties may mutually agree; or

5) in the absence of an agreement between the parties, by a unilateral determination by the Procurement Officer of costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as computed by the Procurement Officer in accordance with generally accepted accounting principles and applicable sections under Chapter 7 (Cost Principles) of the Guam Procurement Regulations and subject to the provisions of Article 5, Chapter 5 of 5 GCA (Legal and Contractual Remedies) of the Guam Procurement Law.

B. Submission of Cost or Pricing Data. The Contractor shall submit cost or pricing data for any price adjustments subject to the provision of Section 3118 (Cost or Pricing Data) of the Guam Procurement Regulations. The PAG may require the Contractor to provide invoices, paid bills, or any other proof it deems appropriate to determine compliance with this provision.

C. Price Adjustment for Inaccurate Cost or Pricing Data. Any Change Order, Amendment, or modification to this Agreement which increases the price of the contract shall be adjusted to exclude any significant sums by which the PAG finds that such price was increased because the contractor- furnished cost or pricing data was inaccurate, incomplete or not current as of the date agreed upon between the Parties. The price shall also be adjusted to reflect the nonpayment by the Contractor of any taxes which would have been paid by the Contractor were it not for the exclusion provided by 11 GCA § 26203(k)(14) (Business Privilege Tax). Adjustments shall conform to the Defective Cost or Pricing Data Clause of the Guam Procurement Rules and Regulations.

[X] 55. **CLAIMS BASED UPON PAG'S ACTIONS OR OMISSIONS:**

A. Notice of Claim. If any action or omission on the part of the PAG or any entity within the government of Guam, requiring performance changes within the scope of the solicitation or awarded contract constitutes the basis for a claim by Contractor for additional compensation, damages, or an extension of time for completion, Contractor shall continue with performance of the contract in compliance with the directions or orders of the PAG, but by so doing, Contractor shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

(1) Contractor shall have given written notice to the PAG:

(a) prior to the commencement of the work involved, if at that time, Contractor knows of the occurrence of such action or omission;

(b) within 30 days after Contractor knows of the occurrence of such action or omission, if Contractor did not have such knowledge prior to the commencement of the work; or

(c) within such further time as may be allowed by the PAG in writing.

This notice shall state that Contractor regards the act or omission as a reason which may entitle Contractor to additional compensation, damages, or an extension of time. The PAG, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the PAG.

(2) The notice required by Subparagraph (A) of this Paragraph describes as clearly as practicable at the time the reasons why Contractor believes that additional compensation, damages, or an extension of time may be remedies to which Contractor is entitled; and

(3) Contractor maintains and, upon request, makes available to the PAG within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.

B. Limitations of Clause. Nothing herein contained, however, shall excuse Contractor from compliance with any rules of law precluding any government of Guam officers and any contractors from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the solicitation or awarded contract.

[X] 56. **Remedies** Any dispute arising under or out of the awarded contract is subject to the provisions of Article 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations.

[X] 57. **MANDATORY DISPUTES CLAUSE:**

A. PAG and the Bidder/Contractor agree to attempt resolution of all controversies which arise under, or are by virtue of, this procurement and any resulting contract through mutual agreement. If the controversy is not resolved by mutual agreement, then the Bidder/Contractor shall request the government in writing to issue a final decision within sixty days after receipt of the written request. If the government does not issue a written decision within sixty days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Bidder/Contractor may proceed as though the government had issued a decision adverse to the Bidder/Contractor.

B. PAG shall immediately furnish a copy of the decision to the Bidder/Contractor, by certified mail with a return receipt requested, or by any other method that provides evidence of receipt.

C. PAG's decision shall be final and conclusive, unless fraudulent or unless the Bidder/Contractor appeals the decision.

D. This subsection applies to appeals of the PAG's decision on a dispute. For money owed by or to the PAG under the contract, the Contractor shall appeal the decision in accordance with the Government Claims Act by initially filing a claim with the Office of the Attorney General no later than eighteen months after the decision is rendered by the PAG or from the date when a decision should have been rendered. For all other claims by or against the PAG arising under this procurement or awarded contract, the Office of the Public Auditor has jurisdiction over the appeal from the decision of the PAG. Appeals to the Office of the Public Auditor must be made within sixty days of the PAG's decision or from the date the decision should have been made.

E. The Bidder/Contractor shall exhaust all administrative remedies before filing an action in the Superior Court of Guam in accordance with applicable laws.

F. The Bidder/Contractor shall comply with PAG's decision and proceed diligently with performance of the Agreement pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, the awarded contract, except where the Contractor claims a material breach of the Agreement by the PAG. However, if the PAG determines in writing that continuation of services under the awarded contract is essential to the public's health or safety, then the Contractor shall proceed diligently with performance of the contract notwithstanding any claim of material breach by the PAG.

[X] 58. STATUTORY INTEREST CLAUSE:

Interest on amounts ultimately determined to be due to Bidder/Contractor or the government of Guam or the PAG shall be payable at the statutory rate applicable to judgments from the date the claim arose through the date of decision or judgment, whichever is later.

[X] 59. FEDERAL GSA SCHEDULES: The Port Authority of Guam is accepting Federal GSA pricing inclusive with shipping cost to Guam. If the bid pricing existing on the Federal GSA website from a qualified vendor for qualifying items on the date of opening of the bids, plus the confirmed price of shipping costs to Guam, confirmed after the opening of the bids, is the lowest price by 10% requirement of 5 GCA § 5122, then the contract will be awarded to that vendor.

[X] 60. MULTI-TERM CONTRACT: (A) the amount of supplies or services required for the proposed contract period; (B) that a unit price shall be given for each supply or service, and that such unit prices shall be the same throughout the contract (except to the extent price adjustments may be provided in the solicitation and resulting contract); (C) that the multi-term contract will be cancelled only if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal period succeeding the first; however, this does not affect either the territory's rights or the contractor's rights under any termination clause in the contract; (D) that the Procurement Officer must notify the contractor on a timely basis that the funds are, or are not, available for the continuation of the contract for each succeeding fiscal period; (E) whether bidders or offerors may submit prices for: (i) the first fiscal period only; (ii) the entire time of performance only; or (iii) both the first fiscal period and the entire time of performance; (F) that a multi-term contract may be awarded and how award will be determined including, if prices for the first fiscal period and entire time of performance are submitted, how such prices will be compared; and in the event that funds are not available for any succeeding fiscal period, the remainder of such contract shall be cancelled and the contractor shall be reimbursed the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies delivered or services performed under the contract.

[X] 61. SIGNATURES: This Agreement may be signed by the parties electronically, and in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart by one party to the other may be made by electronic transmission.

Name: _____ Title: _____

Address: _____ Telephone: _____

GOVERNMENT OF GUAM
SEALED BID SOLICITATION INSTRUCTIONS

1. **BID FORMS:** Each bidder shall be provided with one (1) 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 PORT AUTHORITY OF GUAM (EO 86-24).
2. **PREPARATIONS OF BIDS:**
 - 2.0 Bidders are required to examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at bidder's risk.
 - 2.1 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.
 - 2.2 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.
 - 2.3 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.
 - 2.4 No Entitlement to Preparation Costs – the bidder expressly waives any right it may have against the government for any expenses incurred in connection with the preparation of its bid.
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 informed 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:** If a bidder considers any information submitted in its bid to be confidential, the bidder must identify in writing to the Government those portions which it considers confidential, and must request in writing that those portions be kept confidential. Only trade secrets and proprietary data will be considered confidential. If there is a request for confidentiality, the Government will render a decision on the request as soon as practicable after bids are opened. The Government will advise any bidder requesting confidentiality, of the Government's decision in writing. If the Government does not agree with a bidder's request, then the Government will inform the bidder that it may lodge a protest regarding any part of the Government's decision by following the procedure for protests outlined in Chapter 9 of the Guam Procurement Regulations.
13. **PROHIBITION AGAINST GRATUITIES AND KICKBACKS:** With respect to this procurement and any other contract that bidder may have or wish to enter into with the Government, the bidder represents that he/she has not violated, is not violating, and promises that he will not violate the prohibition against gratuities and kickbacks set forth in the Guam Procurement Regulations.
14. **STATEMENT OF QUALIFICATIONS:** The ability capacity and skill of the Bidders to perform; Whether the bidder can perform promptly or within the specified time; The quality of performance of the Bidder with regards to awards previously made to him; The sufficiency of the financial resources and ability of the bidders to perform; and the compliance with all of the conditions to the solicitation.
15. **WAGE AND BENEFIT COMPLIANCE-CONTRACTORS PROVIDING SERVICES**
- a) Contractor with regard to all person its employs whose purpose in whole or in part is the direct delivery of services contracted for with the Government of Guam in this procurement, shall pay such employees in accordance with the Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct deliverance of deliverables to the government of Guam. 5 GCA § 5801 Contractor shall be responsible for flowing down this obligation to its subcontractors.
- b) The Wage Determination most recently issued by the U.S. Department of Labor at the time this Agreement was awarded to Contractor shall be used to determine wages and benefits which shall be paid to employees pursuant to this clause. 5 GCA § 5801
- c) Should any contract contain a renewal clause, then at the time of renewal adjustments there shall be stipulations contained in that contract for applying the Wage Determination, so that the Wage Determination promulgated by the U.S Department of Labor on a date most recent to the renewal date shall apply. 5 GCA § 5801
- d) In addition to the Wage Determination detailed above, health and similar benefits for employees having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of

Labor shall apply. Contractor shall pay a minimum of ten (10) paid holidays per annum per employee. 5 GCA § 5802

- e) Any violation of Contractor or its subcontractor's obligations of this section shall be investigated by the Guam Department of Labor and may include a monetary penalty assessment by the Guam Department of Labor of no less than One Hundred Dollars (\$100.00) per day, and no more than One Thousand Dollars (\$1,000.00) per day, until such time as a violation has been corrected, as well as the payment of all back wages and benefits due. 5 GCA § 5803
- f) In addition to any and all other breach of contract actions the Government of Guam may have under this procurement, in the event there is a violation in the process set forth in subsection (e) above, Contractor may be placed on probationary status by the GENERAL MANAGER of the General Service Agency, or its successor, for a period of one (1) year.

During the probationary status, a Contractor shall not be awarded any contract by any instrumentality of the Government of Guam. A Contractor who has been placed on probationary status, or has been assessed a monetary penalty pursuant to 5 G.C.A. Article 13 Title 5 may appeal such penalty or probationary status to the Superior Court of Guam. 5 GCA § 5804

- g) Contractor along with all proposed Offerors and submitter under this procurement were required to submit a Declaration of Compliance with Wage Determination laws as part of this procurement with a copy of the most recent Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor. 5 GCA §5805
 - h) The applicable USDOL Wage Determination Rate Revision (as defined by subsections (b) and (c)) is to this Agreement. Contractor agrees to provide upon written request by the Government of Guam written certification of its compliance with its obligations as part of each invoice, along with the names of any employees, their positions, and detailed wage and benefits paid in keeping with this section. Additionally, upon request by Government of Guam the Contractor shall submit source documents as to those individuals provide direct services in part or whole under this Agreement and its payments to them of such wages and benefits.
16. **ETHICAL STANDARDS:** With respect to this procurement and any other contract that the Contractor may have, or wish to enter into, with any government of Guam agency, the Contractor represents that it has not knowingly influenced, and promises that it will not knowingly influence, any government employee to breach any of the ethical standards set forth in the Guam Procurement Law and in any of the Guam Procurement Regulations.
17. **PROHIBITION AGAINST CONTINGENT FEES:** The Contractor represents that he has not retained any person or agency upon an agreement or understanding for a percentage, commission, brokerage, or other contingent arrangement, except for retention of bona fide employees or bona fide established commercial selling agencies, to solicit or secure this Agreement or any other contract with the government of Guam or its agencies.
18. **CONTRACTOR'S WARRANTY AS TO EMPLOYEES AND SEX OFFENSES. Reference 5 GCA 5253 (b)**
Contractor warrants that no person providing services on behalf of the Contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry.
Contractor warrants that if any person providing services on behalf of Contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction. Any contractor found in violation of this section, after notice from the Government of Guam, after notice from the contracting authority of such violation, shall within twenty-four (24) hours, take corrective action and shall report such action to the contracting authority. Failure to take corrective action with the stipulated period may result in the temporary suspension of the contract at the discretion of the Government of Guam.
19. **POLICY IN FAVOR OF SERVICE-DISABLED VETERAN OWNED BUSINESSES** P.L. 31-115 (September 20, 2011) 5 GCA § 5011 and § 5012 In the procurement of any supply or service, (except for professional services), if such supply or service is offered by a Service-Disabled Veteran Owned Business "SDVOB", as defined in 5 GCA § 5012, that is at least fifty one percent (51%) owned by service-disabled veteran(s), and if the supply or service is available within the period that is required for the procurement, and the price for the supply or service does not exceed one hundred five percent (105%) of the lowest bidder price, a preference shall be given to that SDVOB by the Government of Guam, and the supply or service shall be purchased from said SDVOB. This shall be in addition to any other procurement benefit the SDVOB may qualify for under Guam law. A business concern is a qualified SDVOB if: (a) the business concern is licensed to do business on Guam; (b) the business concern maintains its headquarters on Guam; (c) the business concern is at least fifty-one (51%) owned by a service-disabled veteran(s) who served in the active U.S. military service, was discharged or released under honorable conditions and whose disability is service-connected as demonstrated by a DD214, and certified by an award letter from the U.S. Department of Veterans Affairs; the DD214 and Disability award letter from U.S. Department of Veterans Affairs are submitted to the Government of Guam procuring agency for every service offered; and the service disabled veteran(s) owner(s) of the business concern has filed individual tax returns on Guam for a period of at least three (3) consecutive years.

20. **WOMEN-OWNED BUSINESS PREFERENCE:** Bidding is subject to the policy in favor of Women-Owned Businesses pursuant to *"The Support for Women-Owned Business Act"* enacted by Public Law No. 36-26 and codified in 5 GCA section 5013. (b) Qualifications of a Women-Owned Business. A business concern is qualified under Subsection (a) of this Section if: (1) the business concern is licensed to do business on Guam; (2) the business concern maintains its headquarters on Guam; (3) the business concern is at least fifty-one percent (51%) owned by women, who manage day-to-day operations and make long-term decisions; (4) the business concern is certified as a Women-Owned Small Business (WOSB) or an Economically Disadvantaged Women-Owned Small Business (EDWOSB) by the U.S. Small Business Administration; and (5) the owner(s) of the business concern has (have) filed individual tax returns on Guam for a period of at least three (3) consecutive years.

***** ALL OR NONE BID FOR LINE ITEM NO. 1.0, 2.0, AND 3.0 *****

ITEM NO.	DESCRIPTION	QTY.	UOM	UNIT PRICE	PRICE EXTENSION
1.0	DESKTOP COMPUTERS	20	EA	\$ _____	\$ _____

Model Must Be Equal or Better Than Referenced Computer Workstation Brand/Model:

Dell OptiPlex 7010 Small Form Factor Plus (High Performance)

SPECIFICATIONS:

BIDDING ON/REMARKS

Desktop solution must meet the following minimum specifications:

OPERATING SYSTEM

Windows 11 Pro

PROCESSOR

Intel Core i7 – 13700 (16 cores (8 P-cores + 8 E-cores),
30M Cache, up to 5.20 GHz)

GRAPHICS CARD

Intel Integrated Graphics 770

HARD DISK DRIVE

512GB PCIe NVMe Class 40 M.2 SSD

MEMORY

32GB 2X16GB DDR5 4400MHz
UDIMM Non-ECC Memory

INPUT DEVICES

- Wired Multi-Media Keyboard (English)
- Wired USB Optical Mouse
- USB Stereo Speakers
- Quality Headset w/Microphone (Noise Cancelling)
- 1080P Drive Free Webcam (USB)

CONNECTORS

- a) USB 2.0 ports
- b) USB 3.2 Gen 2 ports
- c) USB 3.2 Gen 1
- d) DisplayPort 1.4 or Later (HBR2)
- e) Ethernet RJ-45 Connector

SOFTWARE

- MICROSOFT OFFICE HOME & BUSINESS 2021
- Digital Delivery Client
- Client System Update
- Developed Recovery Environment

WARRANTY/SUPPORT

- PROSUPPORT FOR SOFTWARE
- DATA PROTECTION ENCRYPTION PERSONAL EDITION
- PROSUPPORT PLUS: ACCIDENTAL DAMAGE, 3 YEARS
- PROSUPPORT PLUS: KEEP YOUR HARD DRIVE, 3 YEARS
- PROSUPPORT PLUS: NEXT BUSINESS DAY ONSITE, 3 YEARS
- PROSUPPORT PLUS: 7X24 TECH SUPPORT, 3 YEARS

BIDDING ON/REMARKS

WARRANTY:

Advance replacements under warranty or the Accidental Damage Protection Pro Support should be done within 20 days from local spares.

[] Yes, offer as requested. _____

[] No, offering the following. _____

Warranty work for the replacement/repair is to be performed on-site at the Port's facility or at awarded bidder's facility.

[] Yes, offer as requested. _____

[] No, offering the following. _____

The required responsiveness level for service calls for replacement/repairs must be within 24-Hours.

[] Yes, offer as requested. _____

[] No, offering the following. _____

BIDDING ON:

MANUFACTURED BY: _____

YEAR: _____

MAKE: _____

MODEL: _____

DATE OF DELIVERY: _____

Note: Pricing must be inclusive of all shipping and handling.

ITEM NO.	DESCRIPTION	QTY.	UOM	UNIT PRICE	PRICE EXTENSION
2.0	MONITOR	20	EA.	\$ _____	\$ _____

SPECIFICATIONS:

31.5" to 32" Diagonal viewing size
 2560 x 1440 Resolution
 Anti-Glare with 3H Hardness
 1x DisplayPort Version 1.3 or Newer
 1x HDMI Port Version 1.4 or Newer
 Height Adjustable Stand with Tilt, Swivel and Pivot
 Exchange Service, 3 Years Warranty
 Technical Support, 3 Years Warranty
 Must be interchangeable with Line Item 1.0 System's monitor.

BIDDING ON/REMARKS

BIDDING ON:

MANUFACTURED BY: _____

YEAR: _____

MAKE: _____

MODEL: _____

DATE OF DELIVERY: _____

Note: Pricing must be inclusive of all shipping and handling.

ITEM NO.	DESCRIPTION	QTY.	UOM	UNIT PRICE	PRICE EXTENSION
3.0	BACKUPS (Uninterruptable Power Supply)	20	EA.	\$ _____	\$ _____

SPECIFICATIONS:

BIDDING ON/REMARKS

Output Capacity 1000VA / 600W
Pure Sine Wave UPS battery backup
Output Connections: (6) NEMA 5-15R (Battery Backup)
4 Surge Only Outlets
USB Charging Port: 1 – USB A Type, 1 – USB C Type
3 Years Warranty
Must be compatible and usable with Line Item 1.0.

WARRANTY:

The battery replacement coverage for the Backups (Uninterruptable Power Supply) is required over the term of the warranty.

- Yes, offer as requested. _____
- No, offering the following. _____

BIDDING ON:

MANUFACTURED BY: _____
YEAR: _____
MAKE: _____
MODEL: _____
DATE OF DELIVERY: _____

Note: Pricing must be inclusive of all shipping and handling.

GOVGUAM WARRANTY REQUIREMENTS

Vendors must be authorized vendors and direct manufacturer-authorized resellers of the fully assembled equipment/hardware. All equipment/hardware must have a 5-year on-site support (3 years for Desktop). All fully assembled equipment/hardware must be manufacturer branded and must have current ISO Certification. Vendors must have in-house or be partnered with an on-island service center staffed by A+ certified or manufacturer certified technicians.

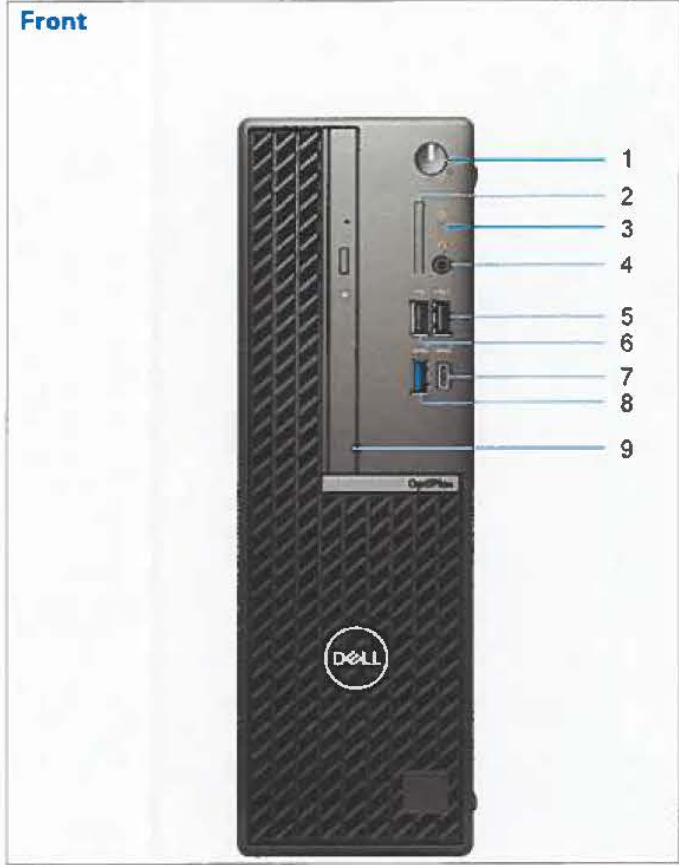
VENDOR REQUIREMENT:

The provided products must not be designed, developed, manufactured, or supplied by persons owned by, controlled by, or subject to the jurisdiction or direction of foreign adversaries. "Foreign adversaries" are: The People's Republic of China, including the Hong Kong Special Administrative Region (China); the Republic of Cuba (Cuba); the Islamic Republic of Iran (Iran); the Democratic People's Republic of Korea (North Korea); the Russian Federation (Russia); and Venezuelan politician Nicolás Maduro (Maduro Regime). - 15 CFR 7

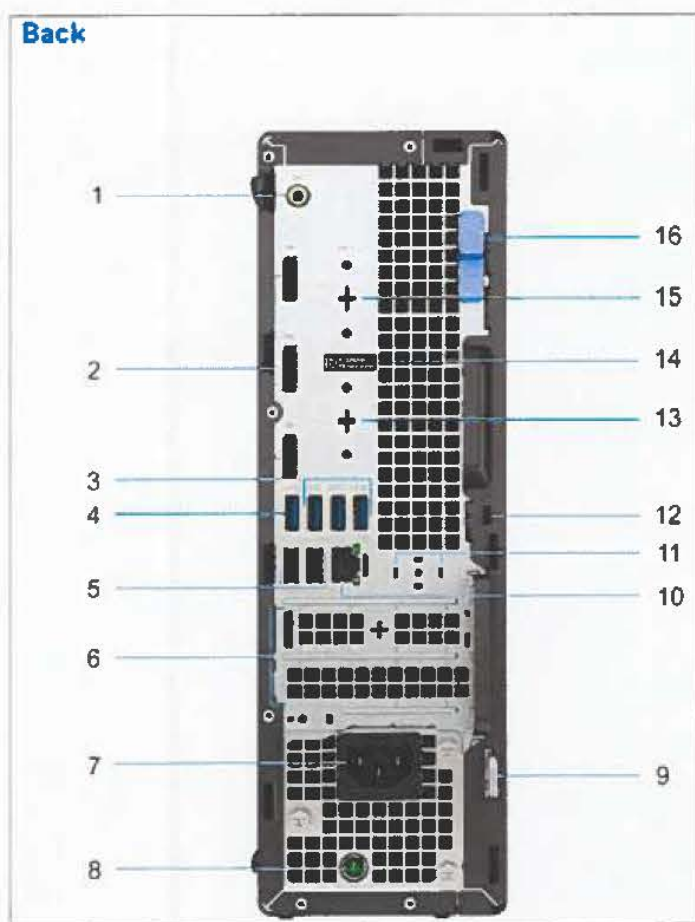
The provided products must comply with the Trade Agreement Act (TAA).

THESE SPECIFICATIONS HAVE BEEN DEVELOPED BY THE PORT AUTHORITY OF GUAM INFORMATION TECHNOLOGY DIVISION; DARRELL HARRIS, COMPUTER OPERATOR SPECIALIST AND ARDEN BONTO, SYSTEM PROGRAMMER, REVIEWED BY DENNIS PEREZ, IT SYSTEMS MANAGER, AND APPROVED BY RORY RESPICIO, GENERAL MANAGER.

Dell OptiPlex 7010 Small Form Factor Plus (High Performance)



1. Power button with diagnostic LED
2. SD-card reader (optional)
3. Hard-drive activity light
4. Universal audio jack port
5. One USB 2.0 port with PowerShare
6. One USB 2.0 port
7. One USB 3.2 Gen 2x2 Type-C port
8. One USB 3.2 Gen 2 port
9. Slim optical drive (optional)



1. One Re-tasking line-out/line-in audio port
2. Three DisplayPort 1.4a ports
- NOTE: Maximum resolution is up to HBR2, 4096 x 2304 @60Hz.**
3. Three USB 3.2 Gen 1 ports
4. One USB 3.2 Gen 2 port
5. Two USB 2.0 ports with Smart Power On
6. Two expansion card slots
7. Power cable connector
8. Power-supply diagnostics light
9. Padlock ring
10. RJ45 Ethernet port 10/100/1000 Mbps
11. External antenna connector (optional)
12. One security-cable slot (for Kensington locks)
13. One video port (HDMI 2.1/Displayport 1.4a (HBR3)/VGA/USB Type-C with DisplayPort Alt mode) (optional)
- NOTE: Maximum resolution**
 - HDMI 2.1: up to 4096 x 2160 @60Hz
 - DisplayPort 1.4a (HBR3): up to 5120 x 3200 @60Hz
 - VGA: up to 1920 x 1200 @60Hz
 - USB Type-C with DisplayPort Alt mode: up to 5120 x 3200 @60Hz
14. Service Tag label
15. One Serial port (optional)
16. Release latch

14.

Specifications of OptiPlex Small Form Factor Plus 7010

Dimensions and weight

The following table lists the height, width, depth, and weight of your OptiPlex Small Form Factor Plus 7010.

Table 2. Dimensions and weight

Description	Values
Height	290.00 mm (11.42 in.)
Width	92.60 mm (3.65 in.)
Depth	292.80 mm (11.53 in.)
Weight	<ul style="list-style-type: none"> Weight (minimum): 3.896 kg (8.589 lb) Weight (maximum): 5.087 kg (11.214 lb)

NOTE: The weight of your computer depends on the configuration ordered and manufacturing variability.

Processor

The following table lists the details of the processors that are supported by your OptiPlex Small Form Factor Plus 7010.

Table 3. Processor

Description	Option one	Option two	Option three	Option four	Option five	Option six	Option seven
Processor type	13 th Generation Intel Core i3-13100	13 th Generation Intel Core i5-13400	13 th Generation Intel Core i5-13500	13 th Generation Intel Core i5-13600	13 th Generation Intel Core i5-13400	13 th Generation Intel Core i7-13700	13 th Generation Intel Core i9-13900
Processor wattage	60 W	65 W	65 W	65 W	65 W	65 W	65 W
Processor total core count	4	10	14	14	10	18	24
Performance-cores	4	8	8	8	6	8	8
Efficient-cores	0	4	8	8	4	8	18
Processor total thread counts	8	18	18	8	16	28	32
NOTE: Intel® Hyper-Threading Technology is only available on Performance-cores.							
Processor speed	3.40 GHz to 4.50 GHz	2.50 GHz to 4.60 GHz	2.50 GHz to 4.80 GHz	2.70 GHz to 5.00 GHz	2.50 GHz to 4.60 GHz	2.10 GHz to 5.10 GHz	2.00 GHz to 5.20 GHz
Performance-cores frequency							3.40 GHz
Processor base frequency	3.40 GHz	2.50 GHz	2.50 GHz	2.70 GHz	2.50 GHz	2.10 GHz	2.00 GHz
Maximum turbo frequency	4.50 GHz	4.60 GHz	4.80 GHz	5.00 GHz	4.60 GHz	5.20 GHz	5.60 GHz

Table 3. Processor (continued)

Description	Option one	Option two	Option three	Option four	Option five	Option six	Option seven
Efficient-cores frequency							
Processor base frequency	NA	1.8 GHz	1.8 GHz	2.00 GHz	2.50 GHz	2.10 GHz	2.00 GHz
Maximum turbo frequency	NA	3.30 GHz	3.50 GHz	3.70 GHz	3.30 GHz	4.20 GHz	4.20 GHz
Processor cache	12 MB	20 MB	24 MB	24 MB	20 MB	30 MB	36 MB
Integrated graphics	Intel UHD Graphics 730	Intel UHD Graphics 730	Intel UHD Graphics 770	Intel UHD Graphics 770	Intel UHD Graphics 730	Intel UHD Graphics 770	Intel UHD Graphics 770

Chipset

The following table lists the details of the chipset supported by your OptiPlex Small Form Factor Plus 7010.

Table 4. Chipset

Description	Value
Chipset	Intel Q670
Processor	Intel Core i3/i5/i7/i9
DRAM bus width	64-bit/128-bit
Flash EPROM	32 MB RPMC+ 16 MB nRPMC
PCIe bus	Up to Gen4

Operating system

Your OptiPlex Small Form Factor Plus 7010 supports the following operating systems:

- Windows 11 Home
- Windows 11 Pro
- Windows 11 Pro Downgrade (Windows 10 image)
- Windows 11 Pro National Education
- Windows 10 CMIT Government Edition (China only)
- Ubuntu Linux 22.04 LTS

Memory

The following table lists the memory specifications of your OptiPlex Small Form Factor Plus 7010.

Table 5. Memory specifications

Description	Value
Memory slots	Four-UDIMM slots
Memory type	DDR5
Memory speed	Up to 4400 MT/s
Maximum memory configuration	128 GB
Minimum memory configuration	8 GB
Memory size per slot	8GB, 16 GB, 32 GB, 64 GB
Memory configurations supported	<ul style="list-style-type: none"> • 8 GB, 1 x 8 GB, DDR5, 4400 MT/s, single-channel • 16 GB, 1 x 16 GB, DDR5, 4400 MT/s, single-channel • 16 GB, 2 x 8 GB, DDR5, 4400 MT/s, dual-channel • 32 GB, 1 x 32 GB, DDR5, 4400 MT/s, single-channel • 32 GB, 2 x 16 GB, DDR5, 4400 MT/s, dual-channel • 32 GB, 4 x 8 GB, DDR5, 4000 MT/s, dual-channel • 64 GB, 2 x 32 GB, DDR5, 4400 MT/s, dual-channel • 64 GB, 4 x 16 GB, DDR5, 4000 MT/s, dual-channel • 128 GB, 4 x 32 GB, DDR5, 3600 MT/s, dual-channel

Memory matrix

The following table lists the memory configurations supported on your OptiPlex Small Form Factor Plus 7010.

Table 6. Memory matrix

Configuration	Slots			
	DIMM1	DIMM2	DIMM3	DIMM4
8 GB DDR5	8 GB	NA	NA	NA
16 GB DDR5	16 GB	NA	NA	NA
16 GB DDR5	8 GB	8 GB	NA	NA
32 GB DDR5	32 GB	NA	NA	NA
32 GB DDR5	16 GB	16 GB	NA	NA

Table 6. Memory matrix (continued)

Configuration	Slots			
	DIMM1	DIMM2	DIMM3	DIMM4
32 GB DDR5	8 GB	8 GB	8 GB	8 GB
64 GB DDR5	32 GB	32 GB	NA	NA
64 GB DDR5	16 GB	16 GB	16 GB	16 GB
128 GB DDR5	32 GB	32 GB	32 GB	32 GB

External ports

The following table lists the external ports of your OptiPlex Small Form Factor Plus 7010.

Table 7. External ports

Description	Values
Network port	One RJ-45 Ethernet port 10/100/1000 Mbps
USB ports	<ul style="list-style-type: none"> One USB 3.2 Gen 2x2 (20 Gbps) Type-C port (Front) One USB 3.2 Gen 2 (10 Gbps) port (Front) One USB 2.0 (480 Mbps) port with PowerShare (Front) One USB 2.0 (480 Mbps) port (Front) One USB 3.2 Gen 2 (10 Gbps) port (Rear) Three USB 3.2 Gen 1 (5 Gbps) ports (Rear) Two USB 2.0 (480 Mbps) ports with Smart Power On (Rear)
Audio port	<ul style="list-style-type: none"> One Universal audio jack (Front) One Re-tasking line-out/line-in audio port (Rear)
Video port	<ul style="list-style-type: none"> One optional video port (HDMI 2.1/DisplayPort 1.4a (HBR3)/VGA/USB Type-C with DisplayPort Alt mode) (Rear) NOTE: The maximum resolution supported by HDMI 2.1 is up to 4096 x 2160 @60Hz NOTE: The maximum resolution supported by DisplayPort 1.4a (HBR3) is up to 5120 x 3200 @60Hz NOTE: The maximum resolution supported by VGA is up to 1920 x 1200 @60Hz NOTE: The maximum resolution supported by USB Type-C with DisplayPort Alt mode is up to 5120 x 3200 @60Hz Three DisplayPort 1.4a ports (HBR2)
Media-card reader	One SD-card slot (optional)
Power-adapter port	Not supported
Security-cable slot	<ul style="list-style-type: none"> Security-cable slot (for Kensington locks) One Padlock ring

Internal slots

The following table lists the internal slots of your OptiPlex Small Form Factor Plus 7010.

Table 8. Internal slots

Description	Values
Expansion	<ul style="list-style-type: none"> One Half-height Gen4 PCIe x16 slot One Half-height Gen3 PCIe x4 open-end slot
M.2	<ul style="list-style-type: none"> One M.2 2230 slot for WiFi and Bluetooth combo card Two M.2 2230 slot for solid-state drive One M.2 2280 slot for solid-state drive <p>NOTE: To learn more about the features of different types of M.2 cards, search in the Knowledge Base Resource at www.dell.com/support.</p>
SATA slots	Three SATA 3.0 slots for 3.5-inch / 2.5-inch hard drive and slim optical drive

Ethernet

The following table lists the wired Ethernet Local Area Network (LAN) specifications of your OptiPlex Small Form Factor Plus 7010.

Table 9. Ethernet specifications

Description	Values
Model number	Intel WGI219LM
Transfer rate	10/100/1000 Mbps

Wireless module

The following table lists the Wireless Local Area Network (WLAN) modules that are supported on your OptiPlex Small Form Factor Plus 7010.

Table 10. Wireless module specifications

Description	Option one	Option two
Model number	Intel AX211 NOTE: Intel AX211 is required to be tied with external antenna.	Realtek RTL8852BE
Transfer rate	Up to 2400 Mbps	Up to 1201 Mbps
Frequency bands supported	2.40 GHz/5 GHz/6 GHz	2.40 GHz/5 GHz
Wireless standards	<ul style="list-style-type: none"> WiFi 802.11a/b/g Wi-Fi 4 (WiFi 802.11n) Wi-Fi 5 (WiFi 802.11ac) Wi-Fi 6E (WiFi 802.11ax) 	<ul style="list-style-type: none"> WiFi 802.11a/b/g Wi-Fi 4 (WiFi 802.11n) Wi-Fi 5 (WiFi 802.11ac) Wi-Fi 6 (WiFi 802.11ax)
Encryption	<ul style="list-style-type: none"> 64-bit/128-bit WEP 	<ul style="list-style-type: none"> 64-bit/128-bit WEP

Table 10. Wireless module specifications (continued)

Description	Option one	Option two
	<ul style="list-style-type: none"> AES-CCMP TKIP 	<ul style="list-style-type: none"> AES-CCMP TKIP
Bluetooth wireless card	Bluetooth wireless card	Bluetooth wireless card
	NOTE: The version of the Bluetooth wireless card may vary depending on the operating system that is installed on your computer.	

Audio

The following table lists the audio specifications of your OptiFlex Small Form Factor Plus 7010.

Table 11. Audio specifications

Description		Values
Audio controller		Realtek ALC3246-CG
Stereo conversion		Supported
Internal audio interface		High definition audio
External audio interface		Universal Audio Jack port, Audio Line-out
Number of speakers		One
Internal-speaker amplifier		Codec built-in amp
External volume controls		Not supported
Speaker output:		
	Average speaker output	2 W
	Peak speaker output	2.5 W
Subwoofer output		Not supported
Microphone		Internal Mic not available

Storage

This section lists the storage options on your OptiFlex Small Form Factor Plus 7010.

Table 12. Storage matrix

Storage	1st 2.6-inch hard-disk drive	2nd 2.5-inch hard-disk drive	Single 3.5-inch hard-disk drive	1st M.2 2230 socket	2nd M.2 2230 socket	3rd M.2 2280 socket
M.2 2230 solid-state drive	No	No	No	Yes	No	No
M.2 2230 solid-state drive + M.2 2230 solid-state drive	No	No	No	Yes	Yes	No
M.2 2280 solid-state drive	No	No	No	No	No	Yes
M.2 2280 solid-state drive + M.2 2230 solid-state drive	No	No	No	Yes	No	Yes
M.2 2280 solid-state drive + M.2 2230 solid-state drive + M.2 2230 solid-state drive	No	No	No	Yes	Yes	Yes
M.2 2230 solid-state drive + 3.5-inch hard-disk drive	No	No	Yes	Yes	No	No
M.2 2230 solid-state drive + 2.5-inch hard-disk drive	Yes	No	No	Yes	No	No
M.2 2230 solid-state drive + 2.5-inch hard-disk drive x2	Yes	Yes	No	Yes	No	No
M.2 2230 solid-state drive + M.2 2230 solid-state drive + 3.5-inch hard-disk drive	No	No	Yes	Yes	Yes	No
M.2 2230 solid-state drive + M.2 2230 solid-state drive + 2.5-inch hard-disk drive	Yes	No	No	Yes	Yes	No
M.2 2230 solid-state drive + M.2 2230 solid-state drive + 2.5-inch hard-disk drive X 2	Yes	Yes	No	Yes	Yes	No
M.2 2280 solid-state drive + 3.5-inch hard-disk drive	No	No	Yes	No	No	Yes
M.2 2280 solid-state drive + 2.5-inch hard-disk drive	Yes	No	No	No	No	Yes
M.2 2280 solid-state drive + 2.5-inch hard-disk drive x2	Yes	Yes	No	No	No	Yes
M.2 2280 solid-state drive + M.2 2230 solid-state drive + 3.5-inch hard-disk drive	No	No	Yes	Yes	No	Yes
M.2 2280 solid-state drive + M.2 2230 solid-state drive + 2.5-inch hard-disk drive	Yes	No	No	Yes	No	Yes
2.5-inch hard-disk drive	Yes	No	No	No	No	No
3.5-inch hard-disk drive	No	No	Yes	No	No	No
Dual 2.5-inch hard-disk drive	Yes	Yes	No	No	No	No

Table 13. Storage specifications

Storage type	Interface type	Capacity
2.5-inch hard-disk drive	SATA 3.0	Up to 1 TB
M.2 2230 solid-state drive, Class 35	PCIe NVMe, up to 64 Gbps	Up to 1 TB
M.2 2230 solid-state drive, Class 35, Self-Encrypting drive	PCIe NVMe, up to 64 Gbps	256 GB
M.2 2280 solid-state drive, Class 40	PCIe NVMe, up to 64 Gbps	Up to 2 TB
M.2 2280 solid-state drive, Class 40, Self-Encrypting drive	PCIe NVMe, up to 64 Gbps	Up to 1 TB
3.5-inch hard-disk drive	SATA 3.0	Up to 4 TB
M.2 2230 solid-state drive, Class 25	PCIe NVMe, up to 64 Gbps	Up to 1 TB

RAID (Redundant Array of Independent Disks)

For optimal performance when configuring drives as a RAID volume, Dell recommends drive models that are identical.

NOTE: RAID is not supported on Intel Optane configurations.

RAID 0 (Striped, Performance) volumes benefit from higher performance when drives are matched because the data is split across multiple drives: any IO operations with block sizes larger than the stripe size will split the IO and become constrained by the slowest of the drives. For RAID 0 IO operations where block sizes are smaller than the stripe size, whichever drive the IO operation targets will determine the performance, which increases variability and results in inconsistent latencies. This variability is particularly pronounced for write operations and it can be problematic for applications that are latency sensitive. One such example of this is any application that performs thousands of random writes per second in very small block sizes.

RAID 1 (Mirrored, Data Protection) volumes benefit from higher performance when drives are matched because the data is mirrored across multiple drives: all IO operations must be performed identically to both drives, thus variations in drive performance when the models are different, results in the IO operations completing only as fast as the slowest drive. While this does not suffer the variable latency issue in small random IO operations as with RAID 0 across heterogeneous drives, the impact is nonetheless large because the higher performing drive becomes limited in all IO types. One of the worst examples of constrained performance here is when using unbuffered IO. To ensure writes are fully committed to non-volatile regions of the RAID volume, unbuffered IO bypasses cache (for example by using the Force Unit Access bit in the NVMe protocol) and the IO operation will not complete until all the drives in the RAID volume have completed the request to commit the data. This kind of IO operation completely negates any advantage of a higher performing drive in the volume.

Care must be taken to match not only the drive vendor, capacity, and class, but also the specific model. Drives from the same vendor, with the same capacity, and even within the same class, can have very different performance characteristics for certain types of IO operations. Thus, matching by model ensures that the RAID volumes is comprised of a homogeneous array of drives that will deliver all the benefits of a RAID volume without incurring the additional penalties when one or more drives in the volume are lower performing.

OptiPlex Small Form Factor Plus 7010 supports RAID with more than one hard drive configuration.

Media-card reader

The following table lists the media cards supported by your OptiPlex Small Form Factor Plus 7010.

Table 14. Media-card reader specifications

Description	Value
Media-card type	One SD card 4.0 slot
Media-cards supported	<ul style="list-style-type: none"> • Secure Digital (mSD) • Secure Digital High Capacity (mSDHC) • Secure Digital Extended Capacity (mSDXC)
<p>NOTE: The maximum capacity supported by the media-card reader varies depending on the standard of the media card installed in your computer.</p>	

Power ratings

The following table lists the power rating specifications of OptiPlex Small Form Factor Plus 7010.

Table 15. Power ratings

Description	Option one	Option two
Type	260 W internal power supply unit (PSU), 85% Efficient, 80 Plus Bronze	300 W internal power supply unit (PSU), 92% Efficient, 80 Plus Platinum
Input voltage	90 VAC - 264VAC	90 VAC - 264 VAC
Input frequency	47 Hz - 63 Hz	47 Hz - 63 Hz
Input current (maximum)	4.2 A	4.2 A
Output current (continuous)	<ul style="list-style-type: none"> 12 VB / 16 A Standby mode: <ul style="list-style-type: none"> 12 VA / 1.5 A 12 VB / 3.3 A 	<ul style="list-style-type: none"> 12 VA / 18 A 12 VB / 18 A Standby mode: <ul style="list-style-type: none"> 12 VA / 1.5 A 12 VB / 3.3 A
Rated output voltage	<ul style="list-style-type: none"> +12 VA +12 VB 	<ul style="list-style-type: none"> +12 VA -12 VB
Temperature range		
Operating	5°C to 45°C (41°F to 113°F)	5°C to 45°C (41°F to 113°F)
Storage	-40°C to 70°C (-40°F to 158°F)	-40°C to 70°C (-40°F to 158°F)

Power supply connector

The following table lists the Power supply connector specifications of your OptiPlex Small Form Factor Plus 7010.

Table 16. Power supply connector

Power supply unit	Connectors
260 W (80 Plus Bronze)	<ul style="list-style-type: none"> Two 4 pin connectors for processor One 8 pin connector for system board
300 W (80 Plus Platinum)	<ul style="list-style-type: none"> Two 4 pin connectors for processor One 6 pin connector for system board

GPU—Integrated

The following table lists the specifications of the integrated Graphics Processing Unit (GPU) supported by your OptiPlex Small Form Factor Plus 7010.

Table 17. GPU—Integrated

Controller	Memory size	Processor
Intel UHD Graphics 730	Shared system memory	13 th Generation Intel Core i3-13100 and i5-13400 processors

Table 17. GPU—Integrated (continued)

Controller	Memory size	Processor
Intel UHD Graphics 770	Shared system memory	13 th Generation Intel Core i5-13500, i5-13600, i7-13700, i9-13900 processors

Video port resolution (GPU—Integrated)

Table 18. Video port resolution (GPU—Integrated)

Graphics card	Video ports	Maximum supported resolution
Intel UHD Graphics	<ul style="list-style-type: none"> One DisplayPort 1.4a port (HBR2) One video port (HDMI 2.1/ Displayport 1.4a (HBR3)/VGA/USB Type-C with DisplayPort Alt mode) (optional) 	<ul style="list-style-type: none"> DisplayPort 1.4a port - 4096 x 2304 @60Hz One video port (HDMI 2.1/ Displayport 1.4a (HBR3)/VGA/USB Type-C with DisplayPort Alt mode) (optional) - maximum resolution supported by HDMI 2.1 is up to 4096 x 2160 @60Hz, DisplayPort 1.4a (HBR3) is up to 5120 x 3200 @60Hz, VGA is up to 1920 x 1200 @60Hz, USB Type-C with DisplayPort Alt mode is up to 5120 x 3200 @60Hz)

External display support (GPU—Integrated)

Display support for the integrated graphics card

Table 19. Display support specifications

Graphics card	Supported external displays
Intel UHD Graphics 730/770	4
Intel UHD Graphics 730/770 + optional module	4

NOTE: MST/daisy-chaining support is 4 displays.

GPU—Discrete

The following table lists the specifications of the discrete Graphics Processing Unit (GPU) supported by your OptiFlex Small Form Factor Plus 7010.

Table 20. GPU—Discrete

Controller	Memory size	Memory type
AMD Radeon RX6500	4 GB	GDDR6
AMD Radeon RX5300	2 GB	GDDR6

External display support (GPU—Discrete)

Table 21. External display support (GPU—Discrete)

Graphics Card	Video ports	Number of supported external displays	DisplayPort Multi-Stream Transport (MST) support
AMD Radeon RX6300	Two DisplayPort 1.4a (DP1.4a*2)	4	Supported
AMD Radeon RX6500	Two DisplayPort 1.4a (DP1.4a*2)	4	Supported

NOTE: DisplayPort Multi-Stream Transport (MST) allows you to daisy chain monitors that have DisplayPort 1.2 and above ports and MST support. For more information about using DisplayPort Multi-Stream Transport, see www.dell.com/support.

Hardware security

The following table lists the hardware security of your OptiPlex Small Form Factor Plus 7010.

Table 22. Hardware security

Hardware security
Kensington security-cable slot
Padlock ring
Chassis lock slot support
Chassis intrusion switch
Lockable cable covers
Supply chain tamper alerts
SafeID including Trusted Platform Module (TPM) 2.0
Smart card keyboard (FIPS)
Microsoft 10 Device Guard and Credential Guard (Enterprise SKU)

Table 22. Hardware security (continued)

Microsoft Windows BitLocker
Local hard drive data wipe through BIOS (Secure Erase)
Self-encrypting storage drives (Opal, FIPS)
Trusted Platform Module TPM 2.0
China TPM
Intel Secure Boot
Intel Authenticate
SafeBIOS: includes Dell Off-host BIOS Verification, BIOS Resilience, BIOS Recovery, and additional BIOS Controls
OptiPlex SFF Cable Cover

Environmental

The following table lists the environmental specifications of your OptiPlex Small Form Factor Plus 7010.

Table 23. Environmental

Feature	Value
Recyclable packaging	Yes
BFR/PVC-free	No
Vertical orientation packaging support	No
Multi-Pack packaging	Yes
Energy-Efficient Power Supply	Standard
ENVO24 compliant	Yes

NOTE: Wood-based fiber packaging contains a minimum of 35% recycled content by total weight of wood-based fiber. Packaging that contains without wood-based fiber can be claimed as Not Applicable. The anticipated required criteria for EPEAT 2018.

Regulatory compliance

The following table lists the regulatory compliance of your OptiPlex Small Form Factor Plus 7010.

Table 24. Regulatory compliance

Regulatory compliance
Product Safety, EMC and Environmental Datasheets
Dell Regulatory Compliance Home Page
Dell and the Environment

Operating and storage environment

This table lists the operating and storage specifications of your OptiPlex Small Form Factor Plus 7010.

Airborne contaminant level: G1 as defined by ISA-S71.04-1985

Table 25. Computer environment

Description	Operating	Storage
Temperature range	10°C to 35°C (50°F to 95°F)	-40°C to 65°C (-40°F to 149°F)
Relative humidity (maximum)	20% to 80% (non-condensing, Max dew point temperature = 26°C)	5% to 95% (non-condensing, Max dew point temperature = 33°C)
Vibration (maximum)*	0.26 GRMS random at 5 Hz to 350 Hz	1.37 GRMS random at 5 Hz to 350 Hz
Shock (maximum)	Bottom half-sine pulse with a change in velocity of 50.8 cm/sec (20 in./sec)	105G half-sine pulse with a change in velocity of 133 cm/sec (52.5 in./sec)
Altitude range	-15.2 m to 3048 m (-49.8 ft to 10,000 ft)	-15.2 m to 10,668 m (-49.8 ft to 35,000 ft)

Table 25. Computer environment (continued)

Description	Operating	Storage
Airborne Contaminants	ISA-71 G1* †: <300A/month copper coupon corrosion AND <200A/month of silver coupon corrosion	ISA-71 G1* †: <300A/month copper coupon corrosion AND <200A/month of silver coupon corrosion

CAUTION: Operating and storage temperature ranges may differ among components, so operating or storing the device outside these ranges may impact the performance of specific components.

* Measured using a random vibration spectrum that simulates user environment.

† Measured using a 2 ms half-sine pulse.

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- 13th Gen Intel® Core™ i7-13700 (30 MB cache, 16 cores, 24 threads, 2.10 GHz to 5.10 GHz Turbo, 65 W)

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Tech Specs

<p>Processor 13th Gen Intel® Core™ i7-13700 (30 MB cache, 16 cores, 24 threads, 2.10 GHz to 5.10 GHz Turbo, 65 W)</p> <p>Operating System Windows 11 Pro, English, Brazilian Portuguese, French, Spanish</p> <p>Graphics Card Intel® Graphics</p> <p>Memory ⓘ 32 GB, 2 x 16 GB, DDR5</p> <p>Storage 512 GB, M.2 2230, PCIe NVMe, SSD, Class 35</p> <p>Microsoft Office No Microsoft Office License Included - 30 day Trial Offer Only</p> <p>Home and Small Business Security Solutions No anti-virus software</p> <p>Protect your purchase - View Support offers below ⓘ No Warranty Upgrade, 36 Month(s)</p> <p>Dell Services: Extended Service No Warranty Upgrade, 36 Month(s)</p>	<p>Keyboard Dell Pro Wireless Keyboard and Mouse - KM5221W Black - US English</p> <p>Ports Front 1 USB 2.0 port 1 USB 2.0 port with PowerShare 1 USB 3.2 Gen 2 port 1 USB 3.2 Gen 2x2 Type-C® port 1 Universal audio port</p> <p>Rear 3 DisplayPort 1.4a ports (HBR2) 1 Optional video port (HDMI 2.1/Displayport 1.4a (HBR3)/VGA/USB Type-C with DisplayPort Alt mode) 1 Optional PS2/Serial port 1 USB 3.2 Gen 2 port 3 USB 3.2 Gen 1 ports 2 USB 2.0 ports with Smart Power On 1 Re-tasking line out/line in audio port 1 RJ45 Ethernet Port 10/100/1000 Mbps</p> <p>Optical Drive 8x DVD±RW 9.5mm ODD</p>	<p>Slots 1 M.2 2230 slot for WiFi and Bluetooth combo card 1 M.2 2230 Gen4 slot for solid-state drive 1 M.2 2230 Gen3 slot for solid-state drive 1 M.2 2280 Gen4 slot for solid-state drive 3 SATA 3.0 slots for 2.5-inch/3.5-inch hard drive and slim optical drive 1 Half-height Gen4 PCIe x16 slot 1 Half-height Gen3 PCIe x4 slot</p> <p>Dimensions & Weight Height: 11.42 in. (290.00 mm) Width: 3.65 in. (92.60 mm) Depth: 11.53 in. (292.80 mm) Weight (minimum): 8.1 lbs. (3.68 kg) Weight (maximum): 10.72 lbs. (4.87 kg)</p> <p>Wireless ⓘ No Wireless LAN Card (no WiFi enablement)</p> <p>Power 260 W Internal power supply unit (PSU), 85% Efficient, 80 Plus Bronze</p> <p>Regulatory Product Safety, EMC and Environmental Datasheets Dell Regulatory Compliance Home Page Dell and the Environment</p>
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FW: BID STATUS DMR

 1 attachments (47 KB)

BID STATUS - DMR.pdf;

From: Kirida H. Charfauros <khcharfauros@portofguam.com>

Sent: Friday, June 28, 2024 11:16 AM

To: bids <bids@dmrpacific.com>

Cc: PAG Procurement <pagprocurement@portofguam.com>

Subject: BID STATUS - DMR

Hafa Adai,

Kindly see attached bid status for your review and acknowledgement.

Please submit a signed copy back to me for our procurement files.

Thank you!

Kirida H. Charfauros

Procurement Buyer I
Port Authority of Guam
1026 Cabras Highway, Suite 201 Piti,
Guam 96915





PORT OF GUAM
 ATURIDAT / PUETTON GUAHAN
Jose D. Leon Guerrero Commercial Port
 1026 Cabras Highway, Suite 201, Piti, Guam 96915
 Telephone: 671-477-5931/35 Facsimile: 671-477-2689/4445
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BID STATUS

June 25, 2024

Aly Taitague
 Chief Executive Officer
 Data Management Resources, LLC
 891 Army Drive Suite 100
 Barrigada, Guam 96913
 Tel: 671-647-3674
 Fax: 671-477-3677

BID INVITATION NO.: IFB/PAG-008-24 Desktop Computer Systems with Accessories Bid OPENING DATE: June 12, 2024

The following is the result of the above-mentioned bid. Refer to the items checked below.

- Cancelled (in its entirety), or partially cancelled due to:
- Insufficient funds:
 - Change of specifications; or
 - Insufficient number of bidders.
- Rejected due to:
- Late submission the of bid;
 - High Price
 - Not meeting the delivery requirement as stated in the IFB
 - Non-conformance with the requirements of the IFB; See Remarks
 - Others:

RECOMMENDED FOR AWARD: Pacific Data Systems Item(s) 1.0, 2.0 and 3.0 for the total bid amount \$50,500.00.

RORY J. RESPICIO
 General Manager

Acknowledgement Copy

Print Name:
 Date:
 Company Name:
 Email To: khcharfauros@portofguam.com, algsablan@portofguam.com,
macabrera@portofguam.com



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July 12, 2024

Rory J. Respicio, General Manager
Port Authority of Guam
Government of Guam
1026 Cabras Highway, Ste. 201
Piti, Guam 96915
ATTN. Mark A. Cabrera, and Kirida H. Charfauros

VIA PERSONAL DELIVERY

VIA EMAIL

rjrespicio@portofguam.com
macabrera@portofguam.com
khcharfauros@portofguam.com
pagprocurement@portofguam.com

RE: IFB No. PAG-008-24 DESKTOP COMPUTER SYSTEMS WITH ACCESSORIES

Hafa adai:

Data Management Resources, LLC. (DMR) submits this formal protest of BID STATUS Recommendation for Award to Pacific Data Systems, dated June 25, 2024, and received on June 28, 2024, relative to IFB No. PAG-008-24 Desktop Computer Systems with Accessories.

In response to DMR's FOIA request submitted on June 28, 2024, and request for second bid inspection submitted on July 1, 2024, the Port produced the public, non-confidential portions of the procurement record for DMR's inspection on July 3, 2024, and provided the electronic files of the public procurement record on July 3, 2024, and July 5, 2024.

Upon review of the Procurement Record and the public bid submitted by Pacific Data Systems (PDS), DMR protests the recommendation of award to Pacific Data Systems based on the bidder's failure to provide descriptive literature indicating compliance with the IFB requirements.

As per the General Terms and Conditions on Page 23 of 50 of the IFB, Item 21. Descriptive Literature indicates, "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."

Specifically, DMR's review of the Procurement Record and Pacific Data System's non-confidential bid submission found the following deficiencies:

- 1) For Item 1.0, IFB specifies on page 35 of 50, requirement for data encryption software using Dell-branded terminology: "DATA PROTECTION ENCRYPTION PERSONAL EDITION."
 - a. PDS positioned the Lenovo ThinkCentre M90s Gen 5, Intel Core i7 – 14700vPro, as indicated in its Bid Form on revised Page 36 of 50 of the IFB.
 - b. PDS indicated "Complies" in the Bidding On/Remarks field on page 35 of 50 for "Data Protection Encryption Personal Edition" requirement, but did not list or specify on the Bid Form the Lenovo-equivalent software that meets this requirement.
 - c. PDS did not include any product brochure or descriptive literature specifying the Lenovo software that meets the requirement for "Data Protection Encryption Personal Edition."

Page 1 of 2

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- d. PDS's bid included a brochure for ThinkCentre M90s Gen 5, which does not include any reference to data protection encryption software.
 - e. PDS's bid did not include a Bill of Materials or other descriptive literature that specifies how the "Data Protection Encryption Personal Edition" requirement is being met for its Lenovo product offering.
 - f. The Procurement Record does not include any communication from the Port to PDS requesting verification of inclusion in PDS's bid submission of bidder's compliance with the specification for Data Protection Encryption Personal Edition.
- 2) For Item 1.0, the IFB specifies on page 35 of 50, requirements for Warranty/Support using Dell-branded terminology:
"ProSupport For Software,
ProSupport Plus: Accidental Damage, 3 Years;
ProSupport Plus: Keep Your Hard Drive, 3 Years;
ProSupport Plus: Next Business Day OnSite, 3 Years;
ProSupport Plus: 7x24 Tech Support, 3 Years"
- a. PDS indicated "Complies" in the Bidding On/Remarks field on page 35 of 50 for each of the listed Warranty/Support requirements, but did not specify on the Bid Form the Lenovo-equivalent warranty/support plan for each of these requirements.
 - b. PDS did not include any product brochure or descriptive literature referencing the Lenovo-equivalent support plans that meet each of the Warranty/Support requirements.
 - c. PDS's bid submission included a brochure for ThinkCentre M90s Gen 5, which does not reference ProSupport, Accidental Damage, Keep Your Hard Drive, Next Business Day OnSite, or 7x24 Tech Support.
 - d. PDS's ThinkCentre M90s Gen 5 brochure references "Base Warranty Up to 3-year limited onsite service." As per the manufacturer, options such as Onsite, Premier Support, Accidental Damage Protection, and Keep Your Drive are considered warranty upgrades to Base Warranty (<https://support.lenovo.com/us/en/solutions/ht509981-warranty-entitlement-frequently-asked-questions-faq#1>). PDS did not include any brochure or descriptive literature referencing Lenovo warranty upgrade in its bid submission.
 - e. The Procurement Record does not include any communication from the Port to PDS requesting verification of inclusion in PDS's bid submission of bidder's compliance with the Warranty/Support specifications.

Based on the foregoing, DMR submits that Pacific Data Systems' bid submission in response to PAG-008-2024 fails to comply with the IFB requirements as defined in IFB Item 21 General Terms and Conditions on page 23 of 50 of the IFB, and thus fails to conform to the standards for determination as the lowest responsible bidder for this IFB, as specified in IFB Item 18. Standard for Determination of Lowest Responsible Bidder on page 23 of 50 of the IFB.

Should you have any questions regarding the above, I am available to discuss the matters regarding this bid protest, and can be reached at 671-647-3675, or via email at bids@dmrpacific.com.

Sincerely,



Richard C. Taitano
CEO



PORT OF GUAM
 ATURIDAT I PUETTON GUAHAN
 Jose D. Leon Guerrero Commercial Port
 1026 Cabras Highway, Suite 201, Piti, Guam 96915
 Telephone: 671-477-5931/5 | Facsimile: 671-477-2689
 Website: www.portofguam.com



Lourdes A. Leon Guerrero
 Governor of Guam
 Joshua F. Tenorio
 Lieutenant Governor

TO: Richard C. Taitano, CEO
 VIA E-MAIL AND
 HAND DELIVERY: bids@dmrpacific.com
 891 Army Drive, Suite 100, Barrigada, GU 96913
 NAME: Data Management Resources
 DATE: September 10, 2024
 Gina E. Taitano, DMR, 9/11/2024 1:08:54 PM

RE: Decision on Protest submitted by Data Management Resources on July 12, 2024, for Invitation for Bids IFB-PAG-008-24, re: Desktop Computer Systems with Accessories.

DECISION ON PROTEST

Pursuant to 2 GAR, Div. 4 § 9101(g), the PAG Authority of Guam (“PAG”) hereby issues its decision on the matters raised in a letter (“Protest”) hand delivered by Data Management Resources (“DMR”) to the PAG on July 12, 2024. DMR filed its Protest after receiving written notice that Pacific Data Systems (“PDS”) was determined to be the winning vendor for IFB-PAG-008-24, by Notice of award dated June 25, 2024, and delivered to DMR on June 28, 2024. *Notice of Award for Invitation for Bid IFB-PAG-008-24 for Desktop Computer Systems with Accessories to DMR* (June 25, 2024). The PAG denies the Protest.

DMR PROTEST COMPLAINTS

DMR claims that PDS’ Bid is unacceptable due to the bidder’s failure to offer Dell Inc. brand proprietary “ProSupport” for software, which is a warranty and technical support service plan trademarked by Dell Inc. for Dell Technologies and Dell Inc. computer products, <https://trademarks.justia.com/864/44/dell-86444360.html>, and its failure to offer Dell “Data Protection Encryption Personal Edition” software in its bid. DMR further claims that PDS’ bid was unacceptable “based on the bidder’s failure to provide descriptive literature indicating compliance with [these same] IFB requirements” *DMR Letter of July 12, 2024, Re: IFB No. PAG-008-24 DESKTOP COMPUTER SYSTEMS WITH ACCESSORIES (“DMR Protest”)*. Therefore, DMR claims that “[r]ejection of the bid” was a condition of the IFB, and PDS should have been disqualified from consideration and award of the contract. *DMR Protest*, p. 1, ¶¶ 3-4 (July 12, 2024).

DMR PROTEST REQUESTED REMEDIES

DMR fails to clearly discuss or ask for any specific relief. *DMR Protest* (July 12, 2024). DMR requests none of the remedies set forth under Guam’s Procurement Law or Guam’s Procurement Rules and Regulations, by citation or by name. *See* 5 GCA §§ 5451, 5452; and 2 GAR, Div. 4 §§ 9104, 9105, and 9106. DMR merely states that PDS’ bid submission “fails to conform to the standards for determination as the lowest responsible bidder for this IFB,” *DMR Protest*, p. 2

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Decision on Protest

Date: September 10, 2024

Subject: Decision on Protest submitted by Data Management Resources on July 12, 2024, for Invitation for Bids IFB-PAG-008-24, re: Desktop Computer Systems with Accessories

Page 2 of 13

(July 12, 2024). DMR further references conditions from the IFB regarding “rejection of the bid.” *Id.* at p. 1, ¶ 4. The only cognizant argument for relief that can be discerned from the vague statements in the Protest is that DMR is claiming that PDS’ bid should have been rejected, and PDS should have been disqualified from consideration for award when the bids were evaluated. *Id.* However, this does not constitute a clear statement of what DMR wants now---after the contract has already been awarded to PDS---DMR waited until after award to file its protest, but fails to request any available post-award remedies. *See protest remedies at 5 GCA §§ 5451, 5452; and 2 GAR, Div. 4 §§ 9104, 9105, and 9106.* There is no statement of any specific available relief sought by DMR.

STATEMENT OF JURISDICTIONAL FINDINGS AND CONCLUSIONS:

The PAG makes the following findings and conclusions regarding the authority to file and determine the Protest:

I. The Content of the Protest Alleges Defects in PDS’ Bid and therefore, PDS’ “responsiveness” to the IFB:

DMR generally complains that:

- 1) PDS’ bid “did not list or specify the Lenovo equivalent software” meeting the “Data Protection Encryption Personal Edition” specification of the IFB;
- 2) PDS’ bid “did not include any product brochure or descriptive literature specifying the Lenovo software” meeting the “Data Protection Encryption Personal Edition” specification of the IFB, instead, it included a brochure without reference to this specification;
- 3) PDS’ bid “did not specify on the Bid Form the Lenovo equivalent warranty/support plan” that meets the Dell ProSupport™ specification.
- 4) PDS’ bid “did not did not include any product brochure or descriptive literature referencing the Lenovo equivalent support plans” that meet the Dell ProSupport™ specification.

These complaints can be organized into two categories: 1) complaints about PDS’ lack of brand name offering; and 2) complaints about PDS’ lack of descriptive literature. All of these claims are about alleged defects in PDS’ bid. DMR’s complaints solely concern PDS’ bid contents. There are no other complaints in the Protest concerning other matters.

In order to constitute a valid protest, the protest must raise complaints regarding the “method of source selection, solicitation or award of a contract,” 5 GCA § 5425(a). The objections in the DMR’s Protest do not raise complaints about the method of source selection used (*i.e.*, use of the Invitation for Bids process), nor do they raise complaints about the solicitation document that was issued or any of its terms or conditions. DMR makes no complaint concerning the language or content of the IFB.

Decision on Protest

Date: September 10, 2024

Subject: Decision on Protest submitted by Data Management Resources on July 12, 2024, for Invitation for Bids IFB-PAG-008-24, re: Desktop Computer Systems with Accessories

Page 3 of 13

The Protest is vague and unclear in its statement of issues for the Protest. However, it is clear that DMR protests the PAG's evaluation and acceptance of PDS' bid as a conforming bid. DMR claims that technical literature accompanying the bid and bid products offered did not comply with the IFB specifications. Therefore, it is determined that this matter is presented as a challenge to the "responsiveness" of PDS' bid.

The bid "responsiveness" requirement derives from the statutory provision requiring an award be made to the bidder "whose bid meets the requirements and criteria set forth in the Invitation for Bids." 5 GCA § 5211(g). 5 GCA § 5201(g) provides: "[r]esponsive Bidder means a person who has submitted a bid which conforms in all material respects to the Invitation for Bids." Hence, in determining responsiveness, the government compares the bid against the invitation for bids to determine whether the former conforms in all *material respects* to the latter. Therefore, the Invitation for Bids must clearly delineate the minimum functional requirements and criteria which will be used to determine the lowest responsive bidder. "No bid shall be evaluated for any requirement or criterion that is not disclosed in the Invitation for Bids." 2 GAR, Div. 4 § 3109(n)(1).

The PAG announced that it had found PDS to be the lowest responsive, responsible vendor in response to IFB-PAG-008-24 ("IFB"), in the notice of an award of a contract to PDS, which DMR received on June 28, 2024. *DMR Protest*; and *Notice of Award to DMR* (June 25, 2024). The factual bases of these complaints solely raise allegations of defects in PDS's bid submission and the selection of PDS for award. Therefore, it is clear that DMR protests PDS' bid contents, and the PAG's evaluation of the bid as a conforming, responsive bid, which thereafter resulted in the award of the contract to PDS. No other part of the procurement process is protested for this IFB.

II. DMR's Protest is Untimely:

The case law in Guam is clear: "the timeframes set forth in the Procurement Code are jurisdictional in nature—i.e., the failure to abide by these timeframes will deprive the Superior Court of jurisdiction." *DFS Guam, L.P. v. The A.B. Won Pat International Airport Authority, Guam*, 2020 Guam 20 ¶ 77 (citing *Teleguam Holdings II*, 2018 Guam 5 ¶¶ 20-21; *see also Rivera v. Guerrero*, 4 N.M.I. 79 (1993)). "How a protest is framed by the aggrieved bidder—including whether they frame the protest as a challenge to the solicitation, the evaluation, or the award—does not dictate when the time period to file a protest begins to run." *Id.* ¶ 86 (footnote omitted).

The complaints contained in DMR's Protest were untimely filed. "Protests filed after the 14 day period shall not be considered." 2 GAR § 9109(b)(1). All of the bids were opened publicly on June 12, 2024, including PDS's priced submission, containing its pricing, forms, and all alleged defective terms to which DMR objects. All of these portions of PDS's bid submission have been available to DMR and the public since June 12, 2024. Guam's Procurement Rules clearly state that:

Decision on Protest

Date: September 10, 2024

Subject: Decision on Protest submitted by Data Management Resources on July 12, 2024, for Invitation for Bids IFB-PAG-008-24, re: Desktop Computer Systems with Accessories

Page 4 of 13

Bids and modifications shall be opened publicly in the presence of one or more witnesses, at the time, date, and place designated in the Invitation for Bids. The name of each bidder, the bid price, and such other information as is deemed appropriate by the Procurement Officer, shall be read aloud or otherwise made available..... The opened bids shall be available for public inspection

2 GAR, Div. 4 § 3109(1)(2).

PDS's bid was publicly opened, its price quote was announced, and the full contents of its bid, including all documents submitted, were available to DMR on June 12, 2024. A Bid Abstract showing the PAG's acceptance of the brochures and literature and all other forms with the bid for evaluation was also provided the same day.

Therefore, June 12, 2024 is the date that DMR was on notice that PDS's bid included the allegedly defective terms of which DMR complains in the Protest. These documents and terms have not changed, and did not change upon the issuance of a Notice of Award. All of DMR's claims are based on allegations that PDS's submission is not acceptable based on items and documents that are alleged to be faulty in PDS's bid submission. All of the items in PDS's bid upon which DMR bases its Protest were public and actually known to DMR as of June 12, 2024. Yet, DMR did not complain of these facts until after the Notice of Award was issued on June 28, 2024, announcing PDS as the "lowest, responsible, and responsive bid offer" with whom a finalized contract would be entered. *DMR Protest*, p. 1, Section II.

In fact, DMR had two representatives present during the bid opening, Cade Taitano and Richard Taitano. Once the bid prices were all publicly read aloud to all present, DMR was fully aware that PDS had submitted the lowest price for the IFB on June 12, 2024. At that time, DMR had actual notice that if PDS lowest price bid was accepted, and not rejected during evaluations, PDS would win the award. All of DMR's concerns about PDS' bid could have been raised and resolved at this stage of the procurement. Yet, DMR made no request that PDS be disqualified and no complaints about PDS' bid contents at that time.

The Supreme Court of Guam has specifically addressed this situation. *DFS v. GIAA*, 2020 Guam 20, ¶ 148 (citing *Teleguam Holdings, LLC v. Guam*, 2015 Guam 13 ¶ 35 [hereinafter "*Teleguam Holdings I*"] and *Guam Imaging Consultants, Inc. v. Guam Mem'l Hosp. Auth.*, 2004 Guam 15 ¶ 24).

A party becomes "aggrieved" when they become aware of a violation of either the law or the terms of the solicitation document. *Id.* at ¶ 84 ((*Cf. MSG Grp., Inc. v. Dep't of Pub. Welfare*, 902 A.2d 613, 617 (Pa. Commw. Ct. 2006)). The time period to file a protest does not begin to run only "when a bidder learns that it was not awarded a contract." *Id.* at ¶ 85 (quoting *In re Acme Am. Refrigeration, Inc. v. N.Y.C. Dep't of Educ.*, 933 N.Y.S.2d 509, 513 (Sup. Ct. 2011)). It begins to run when the protestor first knew or should have known of facts disqualifying another bidder's bid from consideration. *Id.* at ¶¶ 84-101. Disqualification of a bid is a remedy that a protestor "could

Decision on Protest

Date: September 10, 2024

Subject: Decision on Protest submitted by Data Management Resources on July 12, 2024, for Invitation for Bids IFB-PAG-008-24, re: Desktop Computer Systems with Accessories

Page 5 of 13

obtain prior to the issuance of an award,” such that a protest on this basis can be “made at any time during the evaluation process” *Id.* at ¶ 96.

Although DMR now complains that PDS’ bid should have been rejected during evaluations (i.e., prior to award) based on the alleged defects in the bid that did not comply with the terms of the IFB, DMR waited to file its Protest (and its request for any records) until July 12, 2024, after PDS was announced as the winning vendor by written notice to all vendors who submitted a bid. *Notice of Award*, IFB-PAG-008-24. As of June 12, 2024, DMR knew that PDS’ bid contained the lowest price and that PDS would win the award if its bid was not rejected, yet it waited until after award to ask for rejection of this bid. In this situation, a protestor cannot wait until after award is announced to file its protest. *Id.* at ¶

The “Notice of Award” in this matter consists of the written notice issued to PDS as the winning vendor after the PAG “evaluated the bids received,” *Notice of Award*, IFB-PAG-008-24 (issued to DMR and PDS), and a separate written notice sent to DMR, informing DMR of the contract award. The Notices of Award sent to both DMR and PDS clearly and unambiguously state that “the PAG Authority of Guam is hereby announcing its award to the following bidder: Pacific Data Systems.” *Notices of Award*, IFB-PAG-008-24 (to PDS and DMR) (emphasis added).

This June 25, 2024 notice announcing the award of the contract was issued to PDS and DMR *after evaluations were completed* and PDS was found to be the lowest responsible and responsive vendor, in order to make the award to PDS known to all bidders and the public. 2 GAR, Div. 4 § 3109(q): “Publicizing Awards. Written notice of award shall be sent to the successful bidder. In procurement over \$25,000, each unsuccessful bidder shall be notified of the award. Notice of award shall be made available to the public.” *Id.* (emphases added); *see also* 5 GCA § 5211(g) ((Competitive Sealed Bidding, Award) “Award. *The contract shall be awarded with reasonable promptness by written notice to the lowest responsible bidder....*”) (emphases added). The contract was awarded, documented, and made known to everyone, including the successful vendor (PDS) and the unsuccessful vendor (DMR), through these Notices of Award signed on June 25, 2024, and transmitted on June 28, 2024. DMR waited until fourteen days after it received this notice to file its Protest. *DMR Protest* (July 12, 2024).

A bidder cannot wait until award is made to protest and complain that another bidder’s bid should have been rejected during evaluations. *DFS v. GIAA*, 2020 Guam 20 at ¶ 99. It is “not the award that was the relevant point of injury; rather, the injury occur[s] when [the agency] consider[s] a non-qualifying bid alongside the qualifying bids.” *Id.* at ¶ 96. If DMR wanted the PAG to reject PDS’ bid and not to consider PDS’ bid for award based on defects in the bid, DMR was required to file its protest at that time. DMR did not do so. DMR waited to ask for rejection of PDS’ bid until after award was made---after evaluations of the bids had been completed and documented. DMR’s claims regarding defects in PDS’ bid requiring rejection of the bid and disqualification of PDS from award during the evaluations of the bids are therefore, untimely and need not be addressed.

Decision on Protest

Date: September 10, 2024

Subject: Decision on Protest submitted by Data Management Resources on July 12, 2024, for Invitation for Bids IFB-PAG-008-24, re: Desktop Computer Systems with Accessories

Page 6 of 13

The Protest was submitted well beyond the 14-day time period of when DMR first knew or should have known of the facts giving rise to its complaints. 5 GCA § 5425(a) and 2 GAR, Div. 4 § 9101(c)(1); *DFS v. GIAA*, 2020 Guam 20 at ¶¶ 95-96; *see also In the Appeal of ASC Trust Corporation*, OPA-PA-09-010 (finding that the fourteen-day clock begins when a party should first be aware of facts giving rise to the protest). DMR is not entitled to any relief, and it is not entitled to have any of its complaints considered on the merits. However, in order to establish a full record for posterity, the PAG will further address the substance of DMR's arguments.

FINDINGS AND CONCLUSIONS:

The PAG also alternatively denies the Protest on the merits. The bases for denial are set forth under each of DMR's complaints as organized below:

I. PDS' Bid is Not Disqualified Based on Brand Name:

Untimely: For the same reasons stated in the previous section, this argument concerning defects in PDS's bid submission is untimely and is entitled to no consideration.

DMR Fails to Request Appropriate Relief: Failure to ask for the appropriate remedy provided by law, failure to specifically set forth the causes of action, or any failure to strictly follow the mandates of the laws or rules conferring jurisdiction upon an adjudicative body deprives the adjudicative body of jurisdiction to hear the matter, and mandates dismissal of the action. *California v. Texas*, 141 S.Ct. 2104, 2115-2116, 210 L.Ed.2d 230 (June 17, 2021) (Plaintiffs were deprived of standing by failing to request the appropriate relief available under the law); and *see e.g., Iwachiw v. New York State Bd. of Elections*, 186 Misc.2d 577, 719 N.Y.S.2d 800 (N.Y.Sup., 2000)(dismissal appropriate where petition failed to state a cause of action based on vague, conclusory allegations, and failed to request the specific relief provided by statute).

DMR does not ask for any available relief under any statute or rule. DMR has not specifically alleged any violation of any law, and has failed to request any redress or remedy available to it. 2 GAR, Div. 4 §§ 9104, 9105, 9106; and 5 GCA §§ 5451 and 5452. Award of the contract was made in this procurement, and DMR waited until after award to file its complaints. Even if this particular objection in the Protest were to be sustained, there is no request for an available remedy that can be granted, and therefore, no "injury ... that is likely to be redressed by a favorable decision." *Simon v. E. Kentucky Welfare Rights Org.*, 426 U.S. 26, 38 (1976).

DMR is Not Aggrieved: DMR is not aggrieved pursuant to 5 GCA § 5425(a) or 2 GAR, Div. 4 § 9101(a)(1)(a). A protestor must be "legally aggrieved" to have standing. *Teleguam Holdings LLC v. Guam and Pacific Data Systems, Inc.*, 2018 Guam 5 ¶ 14 (internal citation omitted). In order to demonstrate that a protestor is "legally aggrieved" and thereby has standing to pursue a protest, the protestor must adequately establish: (1) an injury in fact (i.e., a "concrete and particularized"

Decision on Protest

Date: September 10, 2024

Subject: Decision on Protest submitted by Data Management Resources on July 12, 2024, for Invitation for Bids IFB-PAG-008-24, re: Desktop Computer Systems with Accessories

Page 7 of 13

invasion of a “legally protected interest”); (2) causation (i.e., a “fairly ... trace[able]” connection between the alleged injury in fact and the alleged conduct of the defending party); and (3) redressability (i.e., it is “likely” and not “merely ‘speculative’” that the plaintiff’s injury will be remedied by the relief plaintiff seeks in bringing suit). *Lujan v. Defenders of Wildlife*, 504 U.S. 555, 560–561 (1992); and *Linsangan v. Gov’t of Guam*, 2020 Guam 27 ¶ 15.

DMR’s complaint concerning the “brand name” of Dell ProSupport™ and Dell software as a “requirement” of the IFB is ambiguous. DMR does not clearly set forth any concrete statement of wrongdoing, and does not state any particular law or laws that have been violated, if any. DMR fails to demonstrate how the use of the name Dell ProSupport™ services and Dell software in the statement of the IFB or the alleged failure of a competing business to provide specific brochures in its bid deprived DMR of its ability to participate in this procurement, or deprived DMR of any other rights that DMR may have to submit a bid for the products that it offers.

This Complaint Has No Merit: This IFB listed a proprietary service plan, Dell ProSupport™, in the line-item specifications under the heading “Warranty/Support” on page 35. It also listed “Data Protection Encryption Personal Edition” without any further description, as a line item under this same heading.

DMR complains that PDS did not offer “Lenovo-equivalent support plans” because its bid “does not reference ProSupport, Accidental Damage, Keep Your Hard Drive, Next Business Day OnSite, or 7x24 Tech Support.” *DMR Protest*, p. 2. DMR further complains that PDS did not offer “Lenovo equivalent software” for “Data Protection Encryption Personal Edition” in its bid. *DMR Protest*, p. 1.

DMR’s Protest indicates DMR’s fundamental misunderstanding of the difference between “brand name” specifications and “brand name or equal” specifications, and the circumstances in which they may be applied or used, and the correct use of such types of specifications. DMR’s Protest fails to even state which of the two of these different concepts it is protesting. Is DMR protesting use of a “brand name” specification? Is DMR protesting “brand name or equal” requirements? There is no way to discern from the vague objections contained in the protest.

“Brand Name Specification means a specification limited to one or more items by manufacturers’ names or catalogue numbers.” 2 GAR, Div. 4 § 4101(a)(1). A “brand name” specification limits a procurement to only purchasing the specified brand name. In contrast, “Brand Name or Equal Specification means a specification which uses one or more manufacturer’s name or catalogue numbers to describe the standard of quality, performance, and other characteristics needed to meet territorial requirements, and which provides for the submission of equivalent products.” 2 GAR, Div. 4 § 4101(a)(2) (emphasis added). A “brand name or equal” specification is merely a reference term for similar products.

5 GCA § 5265 requires that IFB’s be open to the maximum practicable competition. In order to maximize competition, specifications “shall not be unduly restrictive.” *Id.* Therefore, use of a

Decision on Protest

Date: September 10, 2024

Subject: Decision on Protest submitted by Data Management Resources on July 12, 2024, for Invitation for Bids IFB-PAG-008-24, re: Desktop Computer Systems with Accessories

Page 8 of 13

“brand name” product in specifications is generally prohibited. “Since use of a brand name specification is restrictive, it may be used only when the Procurement Officer or the Director of Public Works makes a written determination that only the identified brand name item or items will satisfy the territory's needs.” 2 GAR, Div. 4 § 4103(b)(2)(c)(i) (emphasis added). Specifications “shall not specify a product having features which are peculiar to the products of one manufacturer, producer or distributor unless it has been determined in writing by the Director of the using agency that those particular features are essential to its requirements and specifying the reason that similar products lacking those features would not meet minimum requirements for the item.” 5 GCA § 5268(b).

Government of Guam agencies are precluded from specifying their requirements solely in terms of a particular company's product unless the particular brand name, product, or custom feature is essential to the government's needs, and market research shows that other companies' similar products lacking the particular brand name feature do not meet the agency's needs, or cannot be modified to meet the agency's needs. 2 GAR, Div. 4 §§ 4103(b)(2)(c)(ii) and 4106(a). Further, when procuring on a brand name only basis, agencies are required to follow documentation and approval procedures for acquiring goods or services using other than full and open competition. *Id.*; 5 GCA § 5214; and 2 GAR, Div. 4 § 3112 (Sole Source Procurement).

Through an entirely different process, an agency may designate a reference to a brand name product in a specification as a “brand name or equal” recommendation. When an agency designates a “brand name or equal” specification, its use of the product name is for descriptive purposes only. 2 GAR, Div. 4 § 4103(b)(2)(b).

Because use of “brand name or equal” specifications is not intended to limit a procurement to only one specified product, “brand name or equal specifications shall include a description of the particular design, functional, or performance characteristics which are required.” 2 GAR, Div. 4 § 4103(b)(2)(b)(iv)(emphasis added). Further, “[b]rand name or equal specifications shall seek to designate three or as many different brands as are practicable as “or equal” references and shall further state that substantially equivalent products to those designated will be considered for award.” 2 GAR, Div. 4 § 4103(b)(2)(b)(iii). Finally, any solicitation containing a “brand name or equal” specification must be justified in writing, and “shall contain explanatory language that the use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition.” 2 GAR, Div. 4 § 4103(b)(2)(b)(v).

Requiring bidders to submit prices for a list of particular brand name items--without also including salient characteristics to allow firms to propose equivalent products--fails to meet the most basic requirements for full and open competition under Guam's Procurement Law.

Guam's Procurement Law expressly requires agencies to specify their needs and develop specifications in a manner designed to achieve full and open competition. 5 GCA §§ 5265 and 5268. To that end, IFB's are required to include specifications that permit full and open

Decision on Protest

Date: September 10, 2024

Subject: Decision on Protest submitted by Data Management Resources on July 12, 2024, for Invitation for Bids IFB-PAG-008-24, re: Desktop Computer Systems with Accessories

Page 9 of 13

competition, and may include restrictive provisions or conditions only to the extent necessary to satisfy the needs of the agency. *Ids.* Specifications must be stated in terms of function performance characteristics or design requirements, so that a variety of products or services may qualify.

These basic requirements are echoed in Guam's Procurement Rules and Regulations, Division 4, Chapter 4, under which, to the maximum extent practicable, agencies must articulate their requirements in terms of functions to be performed, performance characteristics required, or essential physical characteristics. 2 GAR, Div. 4 §§ 4106(a) and 4109. An agency may use a "brand name or equal" purchase description, but the specification still must include a statement of the salient physical, functional, or performance characteristics that are necessary to render an "equal" product eligible for award. 2 GAR, Div. 4 § 4103(b)(2)(b)(iv). An agency may not require a specific brand name only without justification and documentation. 5 GCA § 5268(b) and 2 GAR, Div. 4 § 4103(b)(2)(c)(i).

Dell ProSupport™ is the proprietary service plan offered only by Dell Technologies and Dell, Inc., and registered under Serial Number 86444360, Registration Number 4897209. <https://trademarks.justia.com/864/44/dell-86444360.html>.

These ancillary services consist of “[t]echnical support services, namely, troubleshooting in the nature of repair of computer equipment and hardware problems for businesses and individuals; [te]chnical support services with respect to computer equipment and hardware, namely, repair of computer equipment and hardware, for businesses and individuals.” *Id.* These are therefore, services provided by Dell Technologies, and not items of equipment.

“Dell Encryption Personal (formerly Dell Data Protection | Personal Edition) is a client application that manages policy locally.” <https://www.dell.com/support/kbdoc/en-us/000126114/what-is-dell-encryption-personal-dell-data-protection-personal-edition>. This proprietary software application has minimum system requirements for installation and can only be used in conjunction with Dell products. <https://www.dell.com/support/kbdoc/en-us/000178553/dell-encryption-personal-dell-data-protection-personal-edition-system-requirements>.

In this case, no “brand name” specification justification stating the reason that Dell ProSupport™ is the only provider of technical services for any brand of computers procured under this IFB was made. No brand name determination was made to justify use of the proprietary Dell “Data Protection Encryption Personal Edition” software as a line item. Nor was the procurement conducted as a sole source procurement. However, the brand name specification did not list any other acceptable substitutes, and did not state that “substantially equivalent products to those designated will be considered for award,” for these line items, as required by law for proper “brand name or equal” specifications. It also did not advise of the required explanatory language for “brand name or equal” references. Most significantly, the IFB did not include a description of the salient technical requirements or desired performance characteristics of the services or software to be procured.

Decision on Protest

Date: September 10, 2024

Subject: Decision on Protest submitted by Data Management Resources on July 12, 2024, for Invitation for Bids IFB-PAG-008-24, re: Desktop Computer Systems with Accessories

Page 10 of 13

The lack of any salient description of the characteristics of either “Dell ProSupport” or “Data Protection Encryption Personal Edition” renders these line items unable to be applied. An IFB is only effective when all of the product requirements can be adequately defined in the solicitation. 5 GCA § 5211(b) and (g). Purchase descriptions/specifications in an IFB are firm, fixed requirements that can be measured and quantified. “Only objectively measurable criteria which are set forth in the Invitation for Bids shall be applied in determining the lowest bidder.” 2 GAR, Div. 4 § 3109(n)(4).

The terms and conditions in an IFB are nonnegotiable. “The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;” the IFB must specifically describe all required aspects of a line item so that submitted bids can be evaluated against the IFB purchase description. 2 GAR, Div. 4 § 3109(n); 5 GCA § 5211(b).

Bids submitted in response to an IFB must “conform in all material respects to the Invitation for Bids.” 2 GAR, Div. 4, § 3115(e)(3)(A)(ii); 2 GAR, Div. 4 § 3109(n)(2); and 5 GCA § 5201(g). A bid will be rejected as “unacceptable by reason of its failure to meet the requirements of the specifications or permissible alternates or other acceptability criteria set forth in the Invitation for Bids.” 2 GAR, Div. 4, § 3115(e)(3)(A)(ii). Because all bids must objectively match the IFB purchase description/specifications, acceptability of each product offered in a bid is determined by comparison of the product to the measurable functional characteristics of the product listed in the IFB. 2 GAR, Div. 4 § 3109(n)(1).

“The acceptability evaluation is not conducted for the purpose of determining whether one bidder's item is superior to another, but only to determine that a bidder's offering is acceptable as set forth in the Invitation for Bids. Any bidder's offering which does not meet the acceptability requirements shall be rejected as nonresponsive.” 2 GAR, Div. 4 § 3109(n)(3). “No bid shall be evaluated for any requirement or criterion that is not disclosed in the Invitation for Bids.” 2 GAR, Div. 4 § 3109(n)(1).

There is no objective list of criteria for “DellSupport Pro” or “Data Protection Encryption Personal Edition” disclosed anywhere in the IFB. Just the brand names are set forth in a single place in the IFB, on the bid form, with no further explanation or elaboration of what these specific terms entail.

There is no way for PDS' product offering to be objectively measured for product acceptability and responsiveness for these two particular line items because there is no list of criteria for these brand name line items set forth in the IFB. All criteria for measuring acceptability must be specifically stated in the IFB in order to be applied.

Lastly, it is apparent that these line items are improperly listed “brand name” only items, because the IFB bidding form under the “Warranty/Support” heading required bidders to submit bids exclusively for the exact brand name items specified, with no provision, space, or additional lines for offering alternate, “equal,” products. (*See IFB*, p. 35, line items “Warranty/Support,” *compare*

Decision on Protest

Date: September 10, 2024

Subject: Decision on Protest submitted by Data Management Resources on July 12, 2024, for Invitation for Bids IFB-PAG-008-24, re: Desktop Computer Systems with Accessories

Page 11 of 13

alternate offering line items on pp. 35-36, “Warranty” proffering space for equivalent or alternative items with explanations.) These particular line items in the solicitation thus amount to a brand name only requirement. However, the agency has not prepared and executed the required justification and approval for use of a brand name only. *See Critical Process Filtration, Inc.*, B-400747, et al., Jan. 22, 2009, 2009 CPD para. 25, at 5-7 (agency is required to prepare a written justification before using brand name only specification, or to conduct acquisition using full and open competition).

Even if these line items were to be considered as “brand name or equal” specifications (see fully described line items of the solicitation) rather than brand name only specifications, these particular line items for support and software were defective because they did not identify the salient characteristics of these items, such that bidders offering equal products were left to guess at the desired essential qualities of these brand-name services and software. *See Ciba Corning Diagnostics Corp.*, B-223131, Aug. 13, 1986, 86-2 CPD ¶ 185 at 3. Where, as here, an agency does not include a list of salient characteristics in a brand name or equal specification, the agency is precluded from rejecting a bid offering an equal product for noncompliance with some unnamed performance or design feature, because there is no stated objective design feature standard against which to measure compliance. *Id.* at 4; *Elementar Americas, Inc.*, B-289115, Jan. 11, 2002, 2002 CPD ¶ 20 at 2.

Finally, it makes no sense that this IFB would solicit any and all qualifying brands of computers, but then require a support plan and software that is only compatible with one brand, Dell. *See IFB*, line items 1.0, 2.0, and 3.0. DMR knew before bid submission that it is the only distributor of these Dell products. DMR knew before bid submission that the IFB provisions “using Dell-branded terminology” could not actually operate to limit competition to require only Dell products without a full description of the technical qualities and nuances of this plan and software. Notably, DMR did not file a protest concerning the use of these brand name terms in the bid form. These line-item specifications purporting to require “Dell ProSupport” services and software, without providing detailed functional characteristics, are therefore, inappropriate, improper, and may not be imposed. These particular line items setting forth a brand name only, without objectively measurable criteria are void, and cannot be required for this solicitation.

PDS could not be required to offer Dell ProSupport™ services or Dell Protection encryption software using Dell terminology in its bid without a listing of objectively measurable criteria in the IFB. Therefore, these line items are void and cannot be imposed as requirements.

II. PDS’s Bid is Not Disqualified for Brochures

Untimely: This complaint in DMR’s Protest was untimely submitted for the reasons discussed in the previous section of this Decision on Protest.

DMR Fails to Request Appropriate Relief: In order to protest, DMR must be aggrieved by the alleged violations of law, and its grievance must be within the PAG’s authority to remedy under

Decision on Protest

Date: September 10, 2024

Subject: Decision on Protest submitted by Data Management Resources on July 12, 2024, for Invitation for Bids IFB-PAG-008-24, re: Desktop Computer Systems with Accessories

Page 12 of 13

Guam's Procurement Law. 5 GCA § 5425(a). For the same reasons stated in the previous sections of this Decision on Protest, this argument concerning defects in PDS's bid submission fails to request any relief that is available and appropriate to this stage of the procurement.

DMR is Not Aggrieved: For the same reasons stated in the previous sections of this Decision on Protest, DMR fails to state how it is injured by PDS' alleged failure to submit specific brochures for "Dell ProSupport" service plans and "Data Protection Encryption Personal Edition" software.

This Complaint Has No Merit: DMR complains that PDS is a non-responsive bidder because it did not submit product brochures or descriptive literature "specifying the Lenovo Software" that shows compliance with the "Data Protection Encryption Personal Edition" component, and "referencing the Lenovo-equivalent warranty/support plan" showing compliance with the "Dell ProSupport" services line items of the IFB. *DMR Protest*, pp. 1-2.

For the same reasons set forth in the previous Section I of the Findings and Conclusions of this Decision on Protest, any descriptive literature submitted by PDS cannot be objectively evaluated for product acceptability against the requirements of the IFB for Dell ProSupport and Dell encryption software, because no objective criteria for evaluation for these particular line items are contained in the IFB.

2 GAR, Div. 4 § 3109(n)(3): "Product Acceptability. The Invitation for Bids shall set forth any evaluation criterion to be used in determining product acceptability. It may require submission of bid samples, descriptive literature, technical data, or other material." *Id.* Brochures, technical literature, and descriptive materials are only relevant to determine whether a product is acceptable when compared to the objective functional characteristics of an item contained in an IFB. 2 GAR, Div. 4 § 3109(e)(3)(A) and (C).

The "brand name" or "brand name or equal" line items purporting to require Dell ProSupport services and Dell software (or similar) are void due to lack of any description of the material, functional characteristics of these items in the IFB in order to allow comparison. Accordingly, the contents of any brochures or descriptive literature with regard to these particular line items is irrelevant. These items cannot be assessed for product acceptability, and no criteria can be applied.

DMR fails to indicate any procurement provision that could require application of these improperly used brand names to this solicitation, but more importantly fails to show any prejudice to itself stemming from any violation with respect to the improper use of these brand names. Therefore, this protest must be denied.

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Decision on Protest

Date: September 10, 2024

Subject: Decision on Protest submitted by Data Management Resources on July 12, 2024, for Invitation for Bids IFB-PAG-008-24, re: Desktop Computer Systems with Accessories

Page 13 of 13

SUMMARY OF CONCLUSIONS:

DMR's Protest is untimely, as it was filed more than 14 days after DMR knew or should have known of the complaints it has lodged regarding PDS's bid submission, which was public and available to DMR on June 12, 2024. DMR's complaints in the Protest are not entitled to any consideration. Further, the contract was already awarded, documented, and made known to everyone, including the successful vendor (PDS) and the unsuccessful vendor (DMR) through the Notice(s) of Award sent to them on June 28, 2024.

Even if the PAG were to consider DMR's untimely protest(s), there is no merit to any of DMR's complaints regarding the selection of PDS as the lowest, responsible, responsive vendor. DMR is not aggrieved. DMR was not harmed or prejudiced in any way, nor prevented from competing or having its bid duly considered in a full and open competitive selection procedure.

Pursuant to 5 GCA § 5425(c) this decision is final and conclusive. Protestor is advised that it has the right to administrative and judicial review.



Rory J. Respicio
Procurement Officer
Port Authority of Guam