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# EXHIBIT A



TELECOMMUNICATION SERVICE –  
PLAIN OLD TELEPHONE SERVICES  
(POTS)

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## Invitation for Bid

No. 027-2021

Guam Department of Education

Supply Management Office

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BARRIGADA, GUAM 96913

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Office-of-Supply-Management

CARMEN T. CHARFAUROS

Supply Management Administrator

**TABLE OF CONTENTS**

**Section 1 - INVITATION FOR BID (IFB) TIMELINE..... 3**  
**Section 2 - PROJECT DESCRIPTION ..... 4**  
**Section 3 - GENERAL INSTRUCTIONS AND GENERAL INFORMATION ..... 6**  
**Section 4 - TERMS AND CONDITIONS ..... 12**  
**Section 5 - FORMS REQUIRED IN RESPONSE TO IFB ..... 15**  
**Section 6 - BID FORMS AND ATTACHMENTS ..... 20**

**Section 1 - INVITATION FOR BID (IFB) TIMELINE**

**1.1. INVITATION FOR BID (IFB) TIMELINE**

<u>DATE</u>	<u>ACTIVITY</u>	<u>TIME</u>
Wednesday, April 28, 2021	IFB Issuance	8:00 a.m. Chamorro Standard Time (ChST)
Friday, April 30, 2021	Deadline for Request to Hold Pre-Bid Conference	3:00 p.m. Chamorro Standard Time (ChST)
Wednesday, May 05, 2021	Deadline for Submission of Written Questions	3:00 p.m. Chamorro Standard Time (ChST)
Wednesday, May 12, 2021	Deadline for GDOE Response to Written Questions	5:00 p.m. Chamorro Standard Time (ChST)
Thursday, May 20, 2021	Deadline for Submission	10:00 a.m. Chamorro Standard Time (ChST)
Thursday, May 20, 2021	Public Bid Opening (via video conference)	10:30 a.m. Chamorro Standard Time (ChST)

Invitation for Bid (IFB) packages may be obtained at the GDOE's Office of Supply Management in Barrigada, Guam between 8:00 a.m. and 5:00 p.m. from Monday through Friday, excluding holidays. The IFB may also be downloaded at the GDOE's website at [www.gdoe.net/District/Department/12-Office-of-Supply-Management](http://www.gdoe.net/District/Department/12-Office-of-Supply-Management). Deadline for submission of all bids is 10:00 a.m. Chamorro Standard Time (ChST), Thursday, May 20, 2021. A non-refundable fee of \$10.00 (cash only) is required upon hard copy pick-up.

## Section 2 - PROJECT DESCRIPTION

### 2.1. PROJECT TITLE

#### GDOE IFB 027-2021 TELECOMMUNICATION SERVICE – PLAIN OLD TELEPHONE SERVICES (POTS)

### 2.2. PURPOSE

The Guam Department of Education (GDOE) is seeking a vendor that is capable in providing Plain Old Telephone Services (POTS) known generally as Analog services. The telephone services are required for fax lines, elevator lines, security lines, and failover lines in the GDOE schools and central offices. The GDOE is currently deploying the use of 97 POTS lines in its public schools and central offices.

### 2.3. PROJECT DESCRIPTION

- 2.3.1. GDOE requires Plain Old Telephone Services (POTS) telephone services in public schools and offices.
  - 2.3.1.1. For the list of GDOE's sites, addresses, and current POTS line numbers, see IFB's ATTACHMENT A.
- 2.3.2. The Bidder shall use the current POTS line numbers that are assigned to schools and offices site.
- 2.3.3. The Bidder may use the existing main and intermediate distribution frames and Inside Wire (IW).
  - 2.3.3.1. In areas where inside wiring is needed for the new POTS lines, the Bidder shall provide the inside wiring to the end-user location as identified by the GDOE.
  - 2.3.3.2. All new IW will include standard jacks where it is required and shall be installed in accordance with the standards of the National Electric Code, the National Electric Safety Codes, Part 68 of the FCC Regulations, equipment manufactures and other applicable codes.
- 2.3.4. The Bidder shall provide the new POTS line based on the price for Basic Line Rate Charge, New Line Installation Charge, Inside Wiring Maintenance Charge, and Service Surcharge Fees.
  - 2.3.4.1. The Basic Line Rate Charge, Inside Wiring Maintenance Service Charge, and the New Line Installation Charge shall remain fixed for the duration of the awarded contract.
  - 2.3.4.2. The Surcharge fees are subjected to adjustment based on the Local and Federal regulated mandate.
- 2.3.5. The Bidder shall be responsible for the maintenance of all POTS IW.
  - 2.3.5.1. The Bidder shall be responsible for Inside wire maintenance and shall reflect the cost in the Inside wiring maintenance service charge for the line cost.
  - 2.3.5.2. IW maintenance service shall include replacement of wiring damage by pest and the replacement of corrosive telephone jack.
  - 2.3.5.3. The Bidder shall provide IW maintenance to the point of the end-users devices.
- 2.3.6. GDOE reserves the right to increase or decrease the quantity of POTS lines based on the telecommunication needs for the GDOE schools and offices.
- 2.3.7. The Bidder shall provide all of the services through underground telecommunication interconnection and hardened Central Office facilities.
- 2.3.8. The Bidder shall provide equal access and enable GDOE to select a long-distance carrier.
  - 2.3.8.1. The Bidder shall direct all long-distance calls to the LD carrier.
  - 2.3.8.2. The Bidder shall ensure that Calling Party ID is passed the carrier circuits.
- 2.3.9. The Bidder shall comply with Communications Assistance for Law Enforcement Act (CALEA)
- 2.3.10. The Bidder shall provide a trouble call number for problems in a 365 x 7 x 24 basis.
  - 2.3.10.1. If required, the Bidder must be able to be onsite to troubleshoot the reported service problem within two (2) hours during the working day and within 4 hours after working hours, weekends, and holidays after trouble call is placed.
  - 2.3.10.2. The problem must be resolved within 24 hours from the time of notification.
  - 2.3.10.3. Following the resolution to a problem, the Bidder must provide a technical statement of the problem and resolution, to include the date and time the problem is resolved.
  - 2.3.10.4. Should issue not be resolved within the 24 hours period from the time of notification, the Bidder shall ceased billing for the down line until services is restored.
  - 2.3.10.5. Bidder must provide daily updates on all pending trouble tickets via email to the appropriate GDOE personnel.
- 2.3.11. The successful Bidder shall facilitate the transition of the telephone services with the incumbent service provider for a seamless continuation of service.
- 2.3.12. The successful Bidder at the end of its contract term shall collaborate with GDOE and the newly awarded service provider so that services are not interrupted in the transition phase.
- 2.3.13. Risk of loss for the lease services resulting from Typhoons, Earthquake, Lighting, Fire, or other acts either by man or God shall be borne by the awarded vendor at no additional cost to GDOE in restoring services to the affected sites.

**2.4. PERSON'S RESPONSIBLE FOR DRAFTING SPECIFICATIONS**  
Vince Dela Cruz, Data Processing Manager, GDOE

**Section 3 - GENERAL INSTRUCTIONS AND GENERAL INFORMATION**

**3.1. GENERAL INSTRUCTIONS**

Bid submissions that do not comply with the instructions contained in this section and throughout this IFB may, at the discretion of GDOE, be deemed nonresponsive and disqualified from consideration for award.

**3.1.1. COMMUNICATION REGARDING THE IFB**

ANY CORRESPONDENCE OR COMMUNICATION BY A POTENTIAL BIDDER WITH GDOE MUST BE MADE IN WRITING VIA EMAIL ADDRESSED TO KATHRINA O. BAYSON, BUYER SUPERVISOR II AT [kobayson@gdoe.net](mailto:kobayson@gdoe.net) or BY FACSIMILE AT 671-472-5001 OR BY HAND DELIVERY AT THE GDOE SUPPLY MANAGEMENT OFFICE. ALL WRITTEN COMMUNICATIONS MUST REFERENCE IFB 027-2021 IN THE SUBJECT OR REFERENCE LINE.

**3.1.2. ALL OR NONE**

This solicitation is an ALL OR NONE BID and bids will be evaluated based on the lump sum price required in the bid form for this IFB. GDOE will not make itemized awards under this IFB. Requests for itemized pricing may be made by GDOE for the purpose of establishing unit prices for change orders that may be made to the Project.

**3.1.3. ACCEPTABLE FORMAT OF BIDS**

Bids submitted in response to this IFB must be made in writing and on the bid form(s) contained in this IFB. For each bid, bidders should submit one (1) original and two (2) copies for a total of three (3) documents. Bidders should also submit two (2) compact discs (CD) or USB flash drives containing a complete electronic copy of the bid submittal. The bid should be submitted in a sealed envelope and delivered to the address listed in Section 3.1.4 – TIME AND DATE FOR RECEIPT OF BIDS.

The bid envelope should be plainly marked as follows:

<p>The Guam Department of Education Invitation for Bid No. 027-2021</p> <p>Bidder's Name: _____ Bidder's Address: _____ Submittal Date: ____/____/____ Submittal Time: ____:____ a.m./p.m.</p> <p>Attention: KATHRINA O. BAYSON BUYER SUPERVISOR II</p>
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**3.1.4. TIME AND DATE FOR RECEIPT OF BIDS**

Bids must be received by GDOE no later than:

TIME: 10:00 a.m. Chamorro Standard Time (ChST)

DATE: Thursday, May 20, 2021

The GDOE Supply Management Office maintains the OFFICIAL TIME in this regard. Bids may be submitted any time before the deadline for receipt of bids.

Bids received past the time indicated above, AS IT IS INDICATED IN THE SUPPLY MANAGEMENT OFFICE, will not be considered for award.

If delivered via hand delivery, United States Postal Service, Federal Express, DHL, or other courier service, bids must be delivered to the following mailing/physical address:

MAILING/PHYSICAL ADDRESS: Guam Department of Education, Supply Management Office  
Re: IFB No. 027-2021  
501 MARINER AVENUE, SUITE 116  
BARRIGADA, GUAM 96913-1608

Due to the current COVID-19 pandemic, proper safety protocols must be adhered to. If the bid submission will be hand-delivered, delivery will be conducted via **CURB-SIDE DROP OFF** between **Monday, May 17, 2021 through Wednesday, May 19, 2021, 9:00 a.m. to 3:00 p.m.** and **Thursday, May 20, 2021, 8:30 a.m. to 9:45 a.m. (15 minute intervals)**

To schedule curb-side drop off, please email [kobayson@gdoe.net](mailto:kobayson@gdoe.net) and [procurement@gdoe.net](mailto:procurement@gdoe.net) with your requested date/time slot at least two (2) working days before the requested date. GDOE will then confirm the schedule or, if already taken, provide other time slot options. Please provide a description of your vehicle and the name of the individual that will be dropping off the bid submission.

All Bidders are expected to follow proper safety procedures, which include, but are not limited to:

- Individual is expected to sanitize hands prior to the exchange.
- Face Mask / Shield must be properly worn AT ALL TIMES during the transaction.
- Individual must remain inside the vehicle until the Procurement Official signals him/her to exit the vehicle.
- Once instructed by the Procurement Official, individual must place the bid submission in the designated container.
- The Procurement Official and the Individual must maintain a minimum 6-foot distance throughout the entire exchange.

### 3.1.5. RECEIPT AND OPENING OF BIDS

Bids sent via fax or email will not be considered. Bid shall be hand delivered or mailed at the address specified on Section 3.1.4 - **TIME AND DATE FOR RECEIPT OF BIDS**. Bids delivered through mail and received after the submission date and time will not be considered for award.

In order to adhere to social distancing requirements, bids shall be opened publicly via video conference on the time and date specified below:

TIME: 10:30 a.m. Chamorro Standard Time (CHST)

DATE: Thursday, May 20, 2021

Bidders may access the public bid opening by going to the link below:

Link: <https://gdoe.zoom.us/j/96317420138>

Meeting ID: 963 1742 0138

Password: IFB0272021

### 3.1.6. BID SUBMISSION FORM

All bids must be submitted on the Bid Form included with this IFB. Bidders may type or handwrite in ink their responses in the blank spaces provided on the bid form. Bids submitted in any other format will be deemed nonresponsive and disqualified from participation in this solicitation. ALL SECTIONS OF THE BID FORM MUST BE FILLED IN TO BE CONSIDERED FOR AWARD.

### 3.1.7. IRREVOCABLE BID PRICE

Submitted bids must remain valid for at least ninety (90) days after the deadline for submission. Once awarded, prices shall remain firm throughout the term of this bid and all renewals thereafter.

### 3.1.8. ALTERNATE OR MULTIPLE BIDS NOT ACCEPTED

Alternate or multiple bids will not be accepted. Any Bidder submitting alternate, multiple, or otherwise altered bid forms will be deemed nonresponsive and disqualified from this solicitation.

### 3.1.9. LATE BIDS NOT ACCEPTED

Bids received after the time and date specified in Section 3.1.4 – **TIME AND DATE FOR RECEIPT OF BIDS** will be considered nonresponsive and disqualified from consideration for award.

### 3.1.10. MODIFICATION OR WITHDRAWAL OF BIDS

Bids may be modified or withdrawn by written notice received from the Bidder prior to the time and date set for bid opening. Negligence from the Bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

### 3.1.11. TRADE SECRETS AND OTHER PROPRIETARY DATA

Bidder must complete and submit GDOE Procurement Form 004 with the bid, whether or not the Bidder wishes to designate information within a bid as a Trade Secret or other Proprietary Information.

Blanket designations of confidentiality placed on the front cover of a bid will not be accepted as a valid designation of proprietary information. Every item, page, section or subsection that the Bidder wishes to designate as a trade secret or proprietary data should be listed on GDOE Procurement Form 004 and also clearly marked and separable from the remainder 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.*

### **3.1.12. ACKNOWLEDGEMENT OF AMENDMENTS TO IFB**

This IFB may not be modified unless done by an Amendment made in writing by the GDOE Supply Management Administrator. Bidders must acknowledge in writing the receipt of any amendments to this IFB. Each amendment will contain an Amendment Acknowledgement Form. For each amendment, bidders must sign the Acknowledgment Form and return the signed copy via email or fax to GDOE. Signed Acknowledgment Forms for every amendment must also be included with the bid submission. Bidders who fail to properly submit Amendment Acknowledgment Forms may be deemed nonresponsive and disqualified from participating in this solicitation. Other than fax and email, Amendments and Clarifications may be downloaded or accessed through the GDOE website at <https://www.gdoe.net/District/Department/12-Office-of-Supply-Management>. Prospective Bidders are solely responsible for checking the website on a daily basis.

### **3.1.13. PRE-BID CONFERENCE**

GDOE may, at its discretion, conduct a pre-bid conference in accordance with 2 GAR Div 4 §3109(g)(4). In the event a pre-bid conference is scheduled, GDOE will announce the time and place of the conference to all prospective bidders known to have received an IFB.

Any potential bidder may submit a request for a pre-bid conference in writing to the attention of KATHRINA O. BAYSON, BUYER SUPERVISOR if no later than:

TIME: 3:00 p.m. Chamorro Standard Time (ChST)

DATE: Friday, April 30, 2021

In the event that GDOE determines to hold a pre-bid conference, all potential bidders, that is all bidders who have requested and received an IFB packet from GDOE, will be informed of the date, time, location and requirements of the pre-bid conference. A summary or minutes of a pre-bid conference will be made available to all potential bidders.

At any pre-bid conference or site visit, GDOE may provide verbal answers to verbal questions from potential bidders. **AT NO TIME SHALL A VERBAL ANSWER BE CONSIDERED AN OFFICIAL GDOE RESPONSE.** All questions must be submitted in accordance with Section 3.1.14 – PRE-BID WRITTEN QUESTIONS. Only written answers may be relied upon.

### **3.1.14. PRE-BID WRITTEN QUESTIONS**

Potential bidders may submit written questions concerning this IFB before the time and date listed below. Questions must be submitted in writing according to the instructions contained in Section 3.1.1 – COMMUNICATION REGARDING THE IFB. All questions and responses will be made available in writing to every potential bidder. Questions submitted after the time and date below will not be considered or answered.

Questions regarding this IFB must be received in writing by GDOE no later than:

TIME: 3:00 p.m. Chamorro Standard Time (ChST)

DATE: Wednesday, May 05, 2021

### **3.1.15. EXPLANATION TO BIDDERS**

No oral explanation in regards to the meaning of the specification will be made and no oral instructions will be given before the award of the IFB. Discrepancies, omissions, or doubts as to the meaning of the specifications should be communicated in writing to the named contact individual of GDOE for interpretation before the deadline for written questions specified in Section 3.1.14 – PRE-BID WRITTEN QUESTIONS. Bidders should act promptly and allow sufficient time for a reply to reach them before submission of their bid. Interpretation, if required, shall be made in the form of an amendment to the IFB, which will be forwarded to all prospective Bidders.

### **3.1.16. BOND REQUIREMENTS, PERFORMANCE, AND PAYMENT GUARANTEES**

Pursuant to 5 GCA §5212, A Bid Security is REQUIRED for this IFB. A bid guarantee or bid bond in the amount of not less than fifteen percent (15%) of the bidder's total bid price must be included with the bid. The bid guarantee may be in the form of a surety bond issued by a surety company authorized to do business in Guam, or in the form of a cashier's check, a certified check or a letter of credit.

If providing a surety bond, bidders are required to submit the Bid Bond Form - **GDOE Procurement Form 001**. Bidders providing security in the form of a bank certified check or a letter of credit should submit the check or letter of credit and a copy of same with the bid submission.

*Failure to comply with the security requirements of this IFB shall result in a bid being deemed nonresponsive.*

Surety bonds must be signed or countersigned in Guam by a foreign or alien surety's resident general agent. The surety must be a company, authorized by the Government of Guam and qualified to do business on 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 on Guam.

### 3.2. GENERAL INFORMATION

#### 3.2.1. EVALUATION FACTORS FOR AWARD

Determination of an award pursuant to this IFB will be made based on the *lowest, most responsive and responsible bid(s)*.

GDOE reserves the right to disqualify bids that are deemed to be nonresponsive, regardless of whether the bid is determined to contain the lowest price. GDOE reserves the right to waive any minor informality or irregularity in the bids received.

In determining the lowest responsive bidder, GDOE will be guided by the following evaluation factors:

- a) Price of overall performance and delivery.
- b) Responsiveness to the requirements of this IFB.

Tie Bids: In the event GDOE receives lowest responsive bids from responsible bidders that are identical in price, determination of award will be made pursuant to 2 GAR Div. 4 §3109.

#### 3.2.2. DETERMINATION OF RESPONSIBILITY

Responsibility of a bidder will be determined in accordance with 2 GAR Div. 4 §3116. Bidders should be prepared to promptly provide to GDOE information relating to the bidder's responsibility. Such information may include but is not limited to documentation of financial, personnel, and other resources; expertise; or records of performance. Failure of a bidder to comply with a request by GDOE for information relating to responsibility may result in a determination that a bidder is not responsible and therefore disqualified from an award.

Pursuant to 5 GCA §5201(g), responsiveness of a bidder will be determined by compliance with the requirements of this IFB.

#### 3.2.3. NOTICE OF AWARD

Bidders submitting bids in response to this IFB will be notified in writing if their bid is determined to be the lowest most responsive and responsible bid. For solicitations over \$25,000, all bidders submitting bids will be notified in writing of the successfulness or unsuccessfulness of their response to this IFB. Written notice of award will be public information and made a part of the procurement file.

A sample agreement is included in this IFB as **ATTACHMENT B**. GDOE reserves the right to alter the sample agreement as allowed by applicable law or regulation.

#### 3.2.4. DURATION OF AWARD

The duration of this award shall be for three (3) years upon receipt of the Executed Agreement and/or purchase order but no earlier than July 1, 2021 with the option to renew for up to two (2) additional one-year periods, subject to the availability of funds and subject to the terms of this IFB and to the terms of the contract agreement.

In the event of contract cancellation due to unavailability of funds, Bidder will be reimbursed for unamortized, reasonably incurred, non-recurring costs. If contract is cancelled for lack of funds, Government will timely inform Contractor; but that neither party's rights under termination clause are affected.

#### 3.2.5. OPTION TO RENEW

GDOE reserves the right to exercise its option to renew as specified in Section 3.2.4 - DURATION OF AWARD upon notification and mutual agreement/consent of both parties, and is subject to the availability of funds.

**3.2.6. SPECIAL PERMITS AND LICENSES**

The Bidder shall, at its own expense, procure all permits, certificates, and licenses and give all notices and necessary reports required by law for this IFB. Failure to maintain required licenses or permits shall be grounds for immediate termination of the contract.

**3.2.7. CONTRACT TYPE**

A Firm Fixed Price agreement will be consummated between the most responsible bidder and GDOE.

**3.2.8. FUNDING SOURCE**

This project is 100% locally funded.

**3.2.9. DELIVERY OF GOODS**

Bidder(s) who are awarded this solicitation guarantees that goods will be delivered or required services performed within the time specified. GDOE will issue a Notice to Proceed (NTP) and/or Purchase Order prior to commencement of the order.

**Destination:** Successful bidder(s) must deliver in accordance to the location specified on the GDOE Purchase Order.

**3.2.10. METHOD OF PAYMENT**

The successful Bidder shall submit invoice(s) to GDOE for payment upon delivery of goods or required services as defined in Section 3.2.9 - DELIVERY OF GOODS.

**3.2.11. INSPECTION AND ACCEPTANCE OF GOODS**

Bidders submitting bids in response to this IFB should be aware that GDOE will inspect and test all goods, supplies, materials or equipment delivered in response to this IFB. GDOE reserves the right to reject and, at its discretion, require replacement of those items that are determined to be defective in material, construction, workmanship, manufacturing, or performance and/or that do not conform to the specifications described in this IFB.

**3.2.12. VENDOR PERFORMANCE**

Bidder(s) who are awarded this solicitation may, at the discretion of GDOE, be monitored and assessed based on their performance. Vendor performance will be reviewed before, during, and after the supplies or services have been delivered or performed.

The GDOE Supply Management Administrator or his/her designee may meet periodically with the selected Bidder for the purpose of reviewing progress and providing necessary guidance to the Bidder in solving issues.

**3.2.13. JUSTIFICATION OF DELAY**

If the Bidder cannot comply with the completion requirement agreed upon, it is the Bidder's responsibility to advise GDOE in writing explaining the cause and reasons of the delay. GDOE may make a reasonable extension of time.

**3.2.14. LIQUIDATED DAMAGES**

When the Contractor is given notice of delay or nonperformance as specified in 2GAR Div 4 § 6101(8) of the Termination for Default Clause of this IFB and fails to cure in the time specified, the Contractor shall be liable for damages for delay in the amount of one-fourth of one-percent (1%) of outstanding order per calendar day from date set for cure until either the territory reasonably obtains similar supplies or services if the vendor is terminated for default, or until the vendor provides the supplies or services if the vendor is not terminated for default. To the extent that the vendor's delay or nonperformance is excused under 2GAR Div 4 § 6101(8) (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this IFB, liquidated damages shall not be due the territory. The Contractor remains liable for damages caused other than delay.

**3.2.15. PHYSICAL LIABILITY**

If it becomes necessary for the Vendor, either as principal, agent or employee, to enter upon the premises or property of Guam Department of Education 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 work herein covered, and to be responsible for, and to indemnify and save harmless the Guam Department of Education 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 Guam Department of Education against any claim for loss, damage or injury to property or persons arising out of the performance of the Contractor or his employees and agents of the services covered by the contract and the use, misuse or failure of any equipment used by the contractor or his employees or agents, and shall provide certificates of such insurance to the Guam Department of Education when required.

**3.2.16. TAXES**

All bidders are responsible for any taxes or fees that may be assessed or due for performance of work or delivery of services pursuant to this IFB. Specific information regarding Guam taxes may be obtained from the Guam Department of Revenue and Taxation.

**3.2.17. AUTHORITY TO ISSUE THIS IFB**

This solicitation is issued subject to the Guam Procurement Act (SGCA Chapter 5) and applicable Guam Procurement Regulations.

**3.2.18. COSTS OF BID PREPARATION**

All costs associated with preparation of a bid in response to this IFB shall be solely the Bidder's responsibility. GDOE shall not be liable for any costs incurred by a potential Bidder for the preparation of a bid.

**3.2.19. BID SAMPLES AND DESCRIPTIVE LITERATURE**

Pursuant to 2 GAR Div 4 §3109(e)(3), bid samples or descriptive literature should not be submitted to GDOE unless expressly requested within this IFB. Regardless of any condition set by a bidder, unsolicited bid samples or descriptive literature will not be examined, tested, or deemed to vary any of the requirements of this IFB.

**3.2.20. BRAND NAME OR EQUAL**

Pursuant to 2 GAR Div 4 §4103(b)(v), Any brand names used in this IFB are for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition. Substantially equivalent products to the brand specified will be considered for award.

**3.2.21. CANCELLATION OF CONTRACTS**

Pursuant to 2 GAR Div 4 §3121(e)(1)(G), in the event of a cancellation due to unavailability of funds, GDOE will notify the Contractor on a timely basis, and Contractor will be reimbursed the unamortized, reasonably incurred, nonrecurring costs. If contract is cancelled for lack of funds, Government will timely inform Contractor; but that neither party's rights under termination clause are affected.

## Section 4 - TERMS AND CONDITIONS

### 4.1. REFERENCE TO LAW AND REGULATIONS

Bids submitted in response to this IFB must fulfill the requirements identified in this IFB. Each of the forms identified herein must be completed and returned according to the instructions provided. The term "GCA" refers to the Guam Code Annotated. The term "GAR" refers to the Guam Administrative Regulations, Division 4, Procurement Regulations. Administration of this IFB shall be subject to the Guam Procurement Law at 5 GCA Chapter 5 and the procurement regulations at 2 GAR Division 4.

### 4.2. LIST OF FORMS REQUIRED FOR ALL SOLICITATIONS

Bidders must complete and submit originals of the forms identified throughout this IFB and collectively listed in Section 5 - FORMS REQUIRED IN RESPONSE TO IFB.

### 4.3. LAWS TO BE OBSERVED

The Bidder should be familiar with federal and local laws, codes, ordinances, and regulations, which, in any manner, affect those engaged or employed in the work, or the material or equipment, used in or upon the site, or in any way affect the conduct of the work. No misunderstanding or ignorance on the part of the Bidder will, in any way, serve to modify the provision of the contract.

### 4.4. LICENSE TO CONDUCT BUSINESS ON GUAM; POLICY OF LOCAL PROCUREMENT

Bidders providing supplies or services pursuant to this IFB are subject to licensure requirements in accordance with 5 GCA § 5008. Inquiries about obtaining a Guam business license should be directed to the Guam Department of Revenue and Taxation.

Preferential selection of a bidder licensed to do business on Guam and that maintains an office or other facility on Guam for an award pursuant to this IFB may be made in accordance with 5 GCA §5008. GDOE Procurement Form 005 must be completed and included with the Bid.

### 4.5. DISCLOSURE OF OWNERSHIP AND COMMISSIONS

Bidders must expressly identify all major shareholders in accordance with 5 GCA § 5233. AG Procurement Form 002 (Rev. Nov. 17, 2005) must be completed and included with the Bid.

### 4.6. BIDDERS CERTIFY THAT PRICE OR OFFER WAS INDEPENDENTLY ARRIVED AT WITHOUT COLLUSION

Bidders must certify that the submitted price or offer was independently arrived at without collusion in accordance with 2 GAR Div. 4 § 3126(b). AG Procurement Form 003 (Jul. 12, 2010) must be completed and included with the Bid.

### 4.7. PROHIBITION AGAINST GRATUITIES AND KICKBACKS

Bidders must certify to the best of their knowledge that neither they, nor any of their officers, representatives, agents, subcontractors, or employees, have violated or are violating the prohibition against gratuities and kickbacks set forth in 5 GCA §5630.

Bidders must certify to the best of their knowledge that neither they, nor any of their 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 bidder's response to this IFB. 5 GCA § 5630(c); 2 GAR Div. 4 § 11107(3) and 11107(4)(e). AG Procurement Form 004 (Jul. 12, 2010) must be completed and included with the Bid.

### 4.8. REPRESENTATION REGARDING ETHICAL STANDARDS

Bidders must affirm that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations. AG Procurement Form 005 (Jul. 12, 2010) must be completed and included with the Bid.

### 4.9. REPRESENTATION REGARDING CONTINGENT FEES

Bidders must affirm that it has not retained a person to solicit or secure a territorial 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, in accordance with 5 GCA § 5631. AG Procurement Form 007 (Jul. 12, 2010) must be completed and included with the Bid.

#### 4.10. PROHIBITION AGAINST EMPLOYMENT OF SEX OFFENDERS

Any entity providing services pursuant to this IFB is prohibited from employing sex offenders to provide the goods or services procured through this IFB, in accordance with 5 GCA § 5253, which states:

##### **§5253. Restriction Against Contractors Employing Convicted Sex Offenders from Working at Government of Guam Venues.**

- (a) No person convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA in Guam, or an offense in any jurisdiction which includes, at a minimum, all of the elements of said offenses, or who is listed on the Sex Offender Registry, and who is employed by a business contracted to perform services for an agency or instrumentality of the government of Guam, shall work for his employer on the property of the government of Guam other than a public highway.
- (b) All contracts for services to agencies listed herein shall include the following provisions: (1) warranties 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 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; and (2) that if any person providing services on behalf of the 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.
- (d) any contractor found in violation of §5253(b), 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 within the stipulated period may result in the temporary suspension of the contract at the discretion of the contracting authority.

SOURCE: Added by P.L. 28-24:2. Amended by P.L. 28-98:2 (Feb. 7, 2006).

**GDOE Procurement Form 002 must be completed and included with the Bid.**

#### 4.11. WAGE AND BENEFIT DETERMINATION FOR SERVICES

Bidders must pay employees providing services procured through this IFB in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam. 5 GCA § 5801 and § 5802, as applicable. A copy of the most recent wage determination is included herein. The Wage Determination for Guam and the Northern Mariana Islands also can be found on the following website: [www.beta.sam.gov](http://www.beta.sam.gov).

Bidders submitting bids in response to this IFB must provide health and similar benefits for employees, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by U.S. Department of Labor and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee in accordance to 5 GCA §5802. **AG Procurement Form 006 (Feb. 16, 2010) must be completed and included with the Bid.**

#### 4.12. EQUAL EMPLOYMENT OPPORTUNITY

Section 3.01 of the Executive Order 10935 dated March 7, 1965 requires the Bidder not to discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Bidder will take affirmative action to ensure that employees are treated equally during employment without regard to their race, creed, color or national origin.

#### 4.13. MANDATORY DISPUTES CLAUSE

In accordance with Guam procurement law, all controversies between the territory and the Contractor which arise under, or by virtue of, this contract and which are not resolved by mutual agreement, shall be decided by the GDOE procurement officer in writing, within 60 days after written request by the Contractor for a final decision concerning the controversy; provided however that if the procurement officer does not issue a written decision within 60 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Contractor may proceed as if an adverse decision had been received. The procurement officer shall immediately furnish a copy of the decision to the Contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt. Any such decision shall be final and conclusive, unless fraudulent, or the Contractor brings an action seeking review of the decision before the Guam Office of Public Accountability. The Contractor shall comply with any decision of the procurement officer and proceed diligently with performance of this contract pending final resolution by the Office of Public Accountability or the Superior Court of Guam of any controversy arising under or by virtue of this contract, except where there has been a material breach of the contract by GDOE; provided, however, that in any

event the Contractor shall proceed diligently with the performance of the contract where GDOE has made a written determination that continuation of work under the contract is essential to public health and safety.

Any disputes for expenses incurred in reliance upon this Agreement shall be subject to the Government Claims Act found at Title 5, Guam Code Annotated, Chapter 6.

**4.14. DISABLED VETS: POLICY IN FAVOR OF SERVICE-DISABLED VETERAN OWNED BUSINESS**

Pursuant to 5 GCA §5012, a bidder may qualify as a service-disabled veteran owned business if the following conditions apply: (a) the business is licensed to do business on Guam; maintains its headquarters on Guam; and is at least fifty-one percent owned by a service-disabled veteran who served in active U.S. military service, was discharged or released under honorable conditions, and whose disability is certified as service connected by a DD214 form and disability award letter from the U.S. Department of Veterans Affairs; and (b) the service-disabled owner of the business has filed individual tax returns on Guam for a period of at least three consecutive years prior to bidding on this IFB.

Notice of Service-Disabled Veteran Owned Business must be submitted with the bid by checking the appropriate box on the bid form and including a DD214 form and disability award letter with the bid form. The GDOE Supply Management Administrator will issue written notice to all bidders if any bidder is determined to be a qualified service-disabled veteran owned business pursuant to 5 GCA §5012. If a bidder is determined to be qualified under §5012, the requirements of 5 GCA §5011 shall apply to an award pursuant to this IFB.

**4.15. RIGHT OF GDOE TO CANCEL OR REJECT BIDS**

GDOE reserves the right to cancel this IFB at any time when it is in the best interests of the Department, in accordance with 5 GCA §5225 and 2 GAR Div. 4 §3115(c).

GDOE reserves the right to reject any bid in whole or in part when it is in the best interests of the Department, in accordance with 2 GAR Div.4 §3115(e)(2).

GDOE may resolicit for bids when it is deemed to be in the best interest of GDOE.

**Section 5 - FORMS REQUIRED IN RESPONSE TO IFB**

Bids must contain signed and, where required, notarized originals of the forms listed below.

	<u>Form Name</u>	<u>Form Title</u>
1.	GDOE Procurement Form 001	BID BOND FORM
2.	GDOE Procurement Form 002	SPECIAL PROVISIONS – RESTRICTION AGAINST SEX OFFENDERS
3.	GDOE Procurement Form 004	INVITATION FOR BID – DESIGNATION OF PROPRIETARY INFORMATION
4.	GDOE Procurement Form 005	LOCAL PROCUREMENT PREFERENCE APPLICATION
5.	AG Procurement Form 002 (Rev. Nov. 17, 2005) <i>** Located under Section 6 Attachments**</i>	AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSIONS
6.	AG Procurement Form 003 (Jul. 12, 2010) <i>** Located under Section 6 Attachments**</i>	AFFIDAVIT re NON-COLLUSION
7.	AG Procurement Form 004 (Jul. 12, 2010) <i>** Located under Section 6 Attachments**</i>	AFFIDAVIT re NO GRATUITIES or KICKBACKS
8.	AG Procurement Form 005 (Jul. 12, 2010) <i>** Located under Section 6 Attachments**</i>	AFFIDAVIT re ETHICAL STANDARDS
9.	AG Procurement Form 006 (Feb. 16, 2010) <i>** Located under Section 6 Attachments**</i>	DECLARATION re COMPLIANCE WITH U.S. DOL WAGE DETERMINATION (Including a supplemental copy of the U.S. DOL WAGE DETERMINATION RATES)
10.	AG Procurement Form 007 (Jul. 15, 2010) <i>** Located under Section 6 Attachments**</i>	AFFIDAVIT re CONTINGENT FEES

**GOVERNMENT OF GUAM  
 GUAM DEPARTMENT OF EDUCATION  
 501 MARINER AVENUE, SUITE 116  
 BARRIGADA, GUAM 96913  
 TEL: 671-475-0438 | FAX: 671-475-5001**



**BID BOND**

No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS that we \_\_\_\_\_, as Principal hereinafter called the Principal, and Bonding Company, \_\_\_\_\_ a corporation duly organized 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 well 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 IFB No. 027-2021: TELECOMMUNICATION SERVICE -- PLAIN OLD TELEPHONE SERVICES (POTS)

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 the 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 of Bids then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
 (PRINCIPAL) (SEAL)

\_\_\_\_\_  
 (WITNESS)

\_\_\_\_\_  
 (WITNESS)

\_\_\_\_\_  
 (TITLE)

\_\_\_\_\_  
 (SURETY) (SEAL)

\_\_\_\_\_  
 (TITLE)

\_\_\_\_\_  
 (ATTORNEY-IN -FACT)

THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH THE FORMAL BID DOCUMENTS IF THE BIDDER IS PROVIDING A SURETY BOND FOR SECURITY.  
 GDOE Procurement Form 001

**SPECIAL PROVISIONS**



**RE: GDOE IFB 027-2021  
TELECOMMUNICATION SERVICE – PLAIN OLD TELEPHONE SERVICES (POTS)**

**Restriction against Sex Offenders Employed by Service Providers to  
Government of Guam from working on Government Property**

\_\_\_\_\_ (COMPANY NAME, hereafter the "Bidder") hereby warrants that if awarded a contract or purchase order pursuant to the IFB referenced above, it shall comply with the provisions of 5 GCA §5253, specifically 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 pursuant to the IFB while on government of Guam property, with the exception of public highways. If any employee is providing services on government property and is convicted subsequent to an award of a contract, then the bidder warrants that it will notify the Guam Department of Education ("GDOE") 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 bidder is found to be in violation of any of the provisions of this paragraph, then GDOE will give notice to the bidder to take corrective action. The bidder shall take corrective action within twenty-four (24) hours of notice from the Government, and shall notify the Government when action has been taken. If the bidder fails to take corrective steps within twenty-four (24) hours of notice from GDOE, then GDOE in its sole discretion may temporarily suspend the contract or purchase order.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
NAME OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
SIGNATURE/DATE

**THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH THE FORMAL BID DOCUMENTS.  
GDOE Procurement Form 002**

DEPARTMENT OF EDUCATION  
OFFICE OF SUPPLY MANAGEMENT  
501 MARINER AVENUE, SUITE 116  
BARRIGADA, GUAM 96913  
Telephone: (671) 475-0438/Fax: (671) 472-5001



**INVITATION FOR BID - PROPRIETARY DATA DESIGNATION FORM**

**TELECOMMUNICATION SERVICE – PLAIN OLD TELEPHONE SERVICES (POTS)**

**INVITATION FOR BID (IFB): 027-2021**

Pursuant to 2 GAR §3109(I)(2),

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 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 2 GAR §3109(I)(3).

*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 and makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary.*

Disagreements as to whether Information will be considered proprietary will be resolved pursuant to 2 GAR §3109(I)(3).

Bidders wishing to designate information as proprietary must clearly mark such sections within the bid and identify the corresponding sections and page numbers below and return this form with the bid.

I, \_\_\_\_\_, an authorized representative of \_\_\_\_\_, hereby request that the sections and page numbers listed below of the bid submitted in response to GDOE IFB No. 027-2021 be considered a trade secret or proprietary data and therefore exempt from public disclosure:

---

---

Name: \_\_\_\_\_

Signature \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

**THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH THE FORMAL BID DOCUMENTS.**  
**GDOE Procurement Form 004**

DEPARTMENT OF EDUCATION  
OFFICE OF SUPPLY MANAGEMENT  
501 MARINER AVENUE, SUITE 116  
BARRIGADA, GUAM 96913  
Telephone: (671) 475-0438/Fax: (671) 472-5001



**LOCAL PROCUREMENT PREFERENCE APPLICATION**

Based on the law stipulated below, please place a check or mark an "x" on the (1-4) block indicating the section that applies to your business:

5GCA, Chapter 5, Section 5008 titled "Policy in Favor of Local Procurement" of the Guam Procurement Law and the Department of Education Procurement Regulations Section 1.7 States that all procurement of supplies and services shall be made from among business licensed to do business on Guam and that maintain an office or other facility on Guam, whenever a business that is willing to be a contractor is:

- 1. A licensed bona fide manufacturing business that adds at least twenty-five percent (25%) of the value of an item, not to include administrative overhead, using workers who are U.S. Citizens or lawfully admitted permanent residents or nationals of the United States, or persons who are lawfully admitted to the United States to work, based on their former citizenship in the Trust Territory of the Pacific Islands;
- 2. A business that regularly carries an inventory for regular immediate sale of at least fifty percent (50%) of the items of supplies to be procured;
- 3. A business that has a bona fide retail or wholesale business location that regularly carries an inventory on Guam of a value of at least one half of the value of the bid or one hundred fifty thousand dollars (\$150,000), whichever is less, of supplies and items of a similar nature to those being sought; or
- 4. A service business actually in business, doing a substantial portion of its business on Guam, and hiring at least ninety-five percent (95%) U.S. Citizens lawfully admitted permanent residents or nationals of the United States to work, based on their citizenship in any of the nation's previously comprising the Trust Territory of the Pacific Islands.

Procurement of supplies and services from off-Guam may be made if no local agent for such supplies or services may be found on Guam or if the total cost F.O.B. job-site, unloaded, of procurement from off-island is not greater than eighty-five percent (85%) of the total cost F.O.B. job-site, unloaded, of the same supplies or services when procured from a local source. Justification for off-island procurement must be submitted in writing to the Superintendent of Education or his designee.

1. I, \_\_\_\_\_, representative for \_\_\_\_\_, have read the requirements of the law cited above and do hereby qualify and elect to be given the Local Procurement Preference for IFB No. 027-2021. By filing in this information and placing my signature below, I understand that Guam Department of Education will review my application and shall determine whether or not the fifteen percent (15%) preference will be applied for GDOE IFB No. 027-2021.

2. I, \_\_\_\_\_, representative for \_\_\_\_\_, have read the requirements of the law cited above and do not wish to apply for the Local Procurement Preference for GDOE IFB No. 027-2021.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Tel #: \_\_\_\_\_

Address: \_\_\_\_\_

Fax #: \_\_\_\_\_

Email: \_\_\_\_\_

**THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH THE FORMAL BID DOCUMENTS.**  
**GDOE Procurement Form 005**

**Section 6 - BID FORMS AND ATTACHMENTS**

Please see the following pages for the bid form(s) and other attachments referenced in this IFB.

***(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)***

**BID FORM**

GDOE IFB 027-2021

**TELECOMMUNICATION SERVICE - PLAIN OLD TELEPHONE SERVICES (POTS)**

Monthly Recurring Charge (MRC)							
Items	(A) MRC Basic Line Rate Charge per phone line	(B) MRC Total Surcharge Fees (such as S.C.U.S.F., ES11, etc.)	(C) MRC inside Wiring Maintenance Service Charge	(D) Total MRC Per phone line (Add Column A + Column B + Column C)	(E) Quantity Number of POTS Line	(F) Number of Months	(G) TOTAL COST  (Multiply Column D x Column E x Column F)
Plain Old Telephone Services (POTS) - Analog	\$	\$	\$	\$	97	36	\$

The Price Evaluation will be based on the TOTAL COST. The Bidder shall fully complete the information requested on the Bid Form to support the Total Cost. Any column left blank will be interpreted as No Charges Applies. The Bidder shall check and cross check for mathematical accuracy.

- The quantity of POTS lines may increase or decrease during the term of the award.
- The Basic Line Rate Charge and RW Maintenance Service Charge will remain fixed for the duration of the awarded term.
- The Surcharge Fees may be adjusted to meet Local and Federal regulatory mandate. Bidder shall provide the Local and Federal regulatory document to support the change in surcharge fees.

PRICE LIST	
Item	Non-Recurring Charge (NRC)
Plain Old Telephone Services (POTS) - Analog	One-Time Charge for New POTS Line Installation and Activation.
	\$
	One-Time Charge to Relocate an Existing POTS line
	\$

By signing below, I represent that I am an authorized representative and I certify that the information provided on this Bid Form is true and correct. And by submission of this bid the company is making an offer to provide the services and products described in GDOE IFB 027-2021. I also confirm that the bid price shall remain firm and irrevocable for the term of the award.

Company Name

Print Name of Authorized Representative

Title

Signature of Authorized Representative

Date

( ) MARK IF YOU ARE CLAIMING STATUS AS A SERVICE-DISABLED VETERAN OWNED BUSINESS UNDER 5 GCA § 5012 (IF ANY ALTERATIONS ARE DONE TO THIS BID COST FORM, GDOE WILL FIND BIDDER NON-RESPONSIVE)

**AFFIDAVIT DISCLOSING OWNERSHIP AND COMMISSIONS**

CITY OF \_\_\_\_\_ )  
 ) ss.  
 ISLAND OF GUAM )

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

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

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

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

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

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

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

\_\_\_\_\_  
 Signature of one of the following:

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

Subscribed and sworn to before me  
 this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
 NOTARY PUBLIC  
 My commission expires: \_\_\_\_\_









REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

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

Daniel W. Simms  
Director  
Division of  
Wage Determinations

Wage Determination No.: 2015-5693  
Revision No.: 12  
Date Of Last Revision: 12/21/2020

Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2021. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://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		13.57
01012 - Accounting Clerk II		15.23
01013 - Accounting Clerk III		17.04
01020 - Administrative Assistant		21.43
01035 - Court Reporter		17.40
01041 - Customer Service Representative I		11.51
01042 - Customer Service Representative II		12.94
01043 - Customer Service Representative III		14.12
01051 - Data Entry Operator I		12.15
01052 - Data Entry Operator II		13.25
01050 - Dispatcher Motor Vehicle		15.81
01070 - Document Preparation Clerk		13.85
01090 - Duplicating Machine Operator		13.85
01111 - General Clerk I		10.35
01112 - General Clerk II		11.29
01113 - General Clerk III		12.68
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		21.78
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		14.00
01410 - Supply Technician		21.43
01420 - Survey Worker		16.79
01460 - Switchboard Operator/Receptionist		9.67
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		14.82
05010 - Automotive Electrician		13.92
05040 - Automotive Glass Installer		13.02
05070 - Automotive Worker		13.02
05110 - Mobile Equipment Servicer		11.16
05130 - Motor Equipment Metal Mechanic		14.82
05160 - Motor Equipment Metal Worker		13.02

85190 - Motor Vehicle Mechanic	14.82
85220 - Motor Vehicle Mechanic Helper	10.22
85250 - Motor Vehicle Upholstery Worker	12.11
85280 - Motor Vehicle Wrecker	13.02
85310 - Painter Automotive	13.92
85340 - Radiator Repair Specialist	13.02
85370 - Tire Repairer	12.34
85400 - Transmission Repair Specialist	14.82
87000 - Food Preparation And Service Occupations	
87010 - Baker	10.47
87041 - Cook I	12.05
87042 - Cook II	14.05
87070 - Dishwasher	9.28
87130 - Food Service Worker	9.34
87210 - Meat Cutter	11.86
87260 - Waiter/Waitress	9.23
89000 - Furniture Maintenance And Repair Occupations	
89010 - Electrostatic Spray Painter	18.04
89040 - Furniture Handler	10.95
89080 - Furniture Refinisher	18.04
89090 - Furniture Refinisher Helper	13.27
89110 - Furniture Repairer Minor	15.70
89130 - Upholsterer	18.04
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	9.35
11060 - Elevator Operator	9.35
11090 - Gardener	13.00
11122 - Housekeeping Aide	9.44
11150 - Janitor	9.44
11210 - Laborer Grounds Maintenance	9.82
11240 - Maid or Houseman	9.26
11260 - Pruner	8.79
11270 - Tractor Operator	11.90
11330 - Trail Maintenance Worker	9.82
11360 - Window Cleaner	10.54
12000 - Health Occupations	
12010 - Ambulance Driver	17.77
12011 - Breath Alcohol Technician	17.77
12012 - Certified Occupational Therapist Assistant	24.38
12015 - Certified Physical Therapist Assistant	24.38
12020 - Dental Assistant	15.02
12025 - Dental Hygienist	32.84
12030 - EKG Technician	25.99
12035 - Electroneurodiagnostic Technologist	25.99
12040 - Emergency Medical Technician	17.77
12071 - Licensed Practical Nurse I	15.88
12072 - Licensed Practical Nurse II	17.77
12073 - Licensed Practical Nurse III	19.81
12100 - Medical Assistant	12.26
12130 - Medical Laboratory Technician	18.82
12160 - Medical Record Clerk	13.61
12190 - Medical Record Technician	17.77
12195 - Medical Transcriptionist	15.00
12210 - Nuclear Medicine Technologist	39.04
12221 - Nursing Assistant I	11.34
12222 - Nursing Assistant II	12.75
12223 - Nursing Assistant III	13.91
12224 - Nursing Assistant IV	15.61
12235 - Optical Dispenser	17.77
12236 - Optical Technician	15.88
12250 - Pharmacy Technician	15.49
12280 - Phlebotomist	15.33
12305 - Radiologic Technologist	23.03
12311 - Registered Nurse I	22.53
12312 - Registered Nurse II	27.56
12313 - Registered Nurse II Specialist	27.56
12314 - Registered Nurse III	33.34
12315 - Registered Nurse III Anesthetist	33.34
12316 - Registered Nurse IV	39.56
12317 - Scheduler (Drug and Alcohol Testing)	22.01
12320 - Substance Abuse Treatment Counselor	22.01
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.35
13012 - Exhibits Specialist II	25.20
13013 - Exhibits Specialist III	30.83
13041 - Illustrator I	20.35
13042 - Illustrator II	25.20
13043 - Illustrator III	30.83
13047 - Librarian	27.91
13050 - Library Aide/Clerk	18.20
13054 - Library Information Technology Systems Administrator	25.20
13058 - Library Technician	18.64
13061 - Media Specialist I	18.18
13062 - Media Specialist II	20.35
13063 - Media Specialist III	22.68
13071 - Photographer I	18.18

13072 - Photographer II	20.35
13073 - Photographer III	25.20
13074 - Photographer IV	30.83
13075 - Photographer V	37.30
13090 - Technical Order Library Clerk	20.35
13110 - Video Teleconference Technician	17.38
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	23.02
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	27.61
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	21.62
15110 - Test Proctor	14.27
15120 - Tutor	14.27
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	9.88
16030 - Counter Attendant	9.88
16040 - Dry Cleaner	11.30
16070 - Finisher Flatwork Machine	9.88
16090 - Presser Hand	9.88
16110 - Presser Machine Drycleaning	9.88
16130 - Presser Machine Shirts	9.88
16160 - Presser Machine Wearing Apparel Laundry	9.88
16190 - Sewing Machine Operator	11.94
16220 - Tailor	12.44
16250 - Washer Machine	10.36
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.04
19040 - Tool And Die Maker	22.67
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.98
21030 - Material Coordinator	21.78
21040 - Material Expediter	21.78
21050 - Material Handling Laborer	11.37
21071 - Order Filler	9.66
21080 - Production Line Worker (Food Processing)	13.96
21110 - Shipping Packer	15.92
21130 - Shipping/Receiving Clerk	15.92
21140 - Store Worker I	14.76
21150 - Stock Clerk	20.73
21210 - Tools And Parts Attendant	13.96
21410 - Warehouse Specialist	13.96
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	22.76
23019 - Aircraft Logs and Records Technician	17.70
23021 - Aircraft Mechanic I	21.67
23022 - Aircraft Mechanic II	22.76
23023 - Aircraft Mechanic III	23.91
23040 - Aircraft Mechanic Helper	15.07
23050 - Aircraft Painter	20.35
23060 - Aircraft Servicer	17.70
23070 - Aircraft Survival Flight Equipment Technician	20.35
23080 - Aircraft Worker	19.12
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	19.12
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	21.67
23110 - Appliance Mechanic	18.04
23120 - Bicycle Repairer	14.49
23125 - Cable Splicer	19.59
23130 - Carpenter Maintenance	16.07
23140 - Carpet Layer	16.86
23160 - Electrician Maintenance	18.05
23181 - Electronics Technician Maintenance I	16.86

23182 - Electronics Technician Maintenance II	18.04
23183 - Electronics Technician Maintenance III	19.55
23260 - Fabric Worker	15.70
23290 - Fire Alarm System Mechanic	15.43
23310 - Fire Extinguisher Repairer	14.49
23311 - Fuel Distribution System Mechanic	19.21
23312 - Fuel Distribution System Operator	14.49
23370 - General Maintenance Worker	11.96
23380 - Ground Support Equipment Mechanic	21.67
23381 - Ground Support Equipment Servicer	17.70
23382 - Ground Support Equipment Worker	19.12
23391 - Gunsmith I	14.49
23392 - Gunsmith II	16.86
23393 - Gunsmith III	19.21
23410 - Heating Ventilation And Air-Conditioning Mechanic	17.16
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	18.25
23430 - Heavy Equipment Mechanic	18.35
23440 - Heavy Equipment Operator	17.12
23460 - Instrument Mechanic	19.21
23465 - Laboratory/Shelter Mechanic	18.04
23470 - Laborer	11.37
23510 - Locksmith	18.04
23530 - Machinery Maintenance Mechanic	23.13
23550 - Machinist Maintenance	19.21
23580 - Maintenance Trades Helper	10.67
23591 - Metrology Technician I	19.21
23592 - Metrology Technician II	20.42
23593 - Metrology Technician III	21.63
23640 - Millwright	19.21
23710 - Office Appliance Repairer	18.04
23760 - Painter Maintenance	13.95
23790 - Pipefitter Maintenance	18.39
23810 - Plumber Maintenance	17.27
23820 - Pneudraulic Systems Mechanic	19.21
23850 - Rigger	19.21
23870 - Scale Mechanic	16.86
23890 - Sheet-Metal Worker Maintenance	16.09
23910 - Small Engine Mechanic	16.86
23931 - Telecommunications Mechanic I	19.01
23932 - Telecommunications Mechanic II	19.91
23930 - Telephone Lineman	18.24
23960 - Welder Combination Maintenance	17.95
23965 - Well Driller	19.21
23970 - Woodcraft Worker	19.21
23980 - Woodworker	14.49
24000 - Personal Needs Occupations	
24550 - Case Manager	14.72
24570 - Child Care Attendant	10.09
24580 - Child Care Center Clerk	13.25
24610 - Chores Aide	11.62
24620 - Family Readiness And Support Services Coordinator	14.72
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	19.21
25040 - Sewage Plant Operator	21.59
25070 - Stationary Engineer	19.21
25190 - Ventilation Equipment Tender	13.27
25210 - Water Treatment Plant Operator	21.59
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.90
27007 - Baggage Inspector	9.40
27008 - Corrections Officer	12.05
27010 - Court Security Officer	12.05
27030 - Detection Dog Handler	10.90
27040 - Detention Officer	12.05
27070 - Firefighter	12.05
27101 - Guard I	9.40
27102 - Guard II	10.90
27131 - Police Officer I	12.05
27132 - Police Officer II	13.40
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.70
28042 - Carnival Equipment Repairer	13.97
28043 - Carnival Worker	9.45
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/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.62
29020 - Hatch Tender	23.62

29030 - Line Handler	23.62
29041 - Stevedore I	21.98
29042 - Stevedore II	25.26
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	39.89
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	27.50
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	30.29
30021 - Archeological Technician I	17.49
30022 - Archeological Technician II	19.56
30023 - Archeological Technician III	24.21
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	23.08
30051 - Cryogenic Technician I	25.57
30052 - Cryogenic Technician II	28.24
30061 - Drafter/CAD Operator I	17.49
30062 - Drafter/CAD Operator II	19.56
30063 - Drafter/CAD Operator III	20.77
30064 - Drafter/CAD Operator IV	25.57
30081 - Engineering Technician I	14.84
30082 - Engineering Technician II	16.66
30083 - Engineering Technician III	18.64
30084 - Engineering Technician IV	23.08
30085 - Engineering Technician V	28.24
30086 - Engineering Technician VI	34.16
30090 - Environmental Technician	23.08
30095 - Evidence Control Specialist	23.08
30210 - Laboratory Technician	20.77
30221 - Latent Fingerprint Technician I	25.57
30222 - Latent Fingerprint Technician II	28.24
30240 - Mathematical Technician	23.34
30361 - Paralegal/Legal Assistant I	19.44
30362 - Paralegal/Legal Assistant II	23.94
30363 - Paralegal/Legal Assistant III	29.29
30364 - Paralegal/Legal Assistant IV	35.44
30375 - Petroleum Supply Specialist	28.24
30390 - Photo-Optics Technician	21.93
30395 - Radiation Control Technician	28.24
30461 - Technical Writer I	23.08
30462 - Technical Writer II	28.24
30463 - Technical Writer III	34.16
30491 - Unexploded Ordnance (UXO) Technician I	25.35
30492 - Unexploded Ordnance (UXO) Technician II	30.67
30493 - Unexploded Ordnance (UXO) Technician III	36.76
30494 - Unexploded (UXO) Safety Escort	25.35
30495 - Unexploded (UXO) Sweep Personnel	25.35
30501 - Weather Forecaster I	25.57
30502 - Weather Forecaster II	31.89
30520 - Weather Observer Combined Upper Air Or (see 2)	20.77
Surface Programs	
30621 - Weather Observer Senior (see 2)	23.08
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.67
31020 - Bus Aide	8.15
31030 - Bus Driver	9.69
31043 - Driver Courier	9.69
31260 - Parking and Lot Attendant	9.91
31290 - Shuttle Bus Driver	10.59
31310 - Taxi Driver	10.37
31361 - Truckdriver Light	10.59
31362 - Truckdriver Medium	11.61
31363 - Truckdriver Heavy	13.92
31364 - Truckdriver Tractor-Trailer	13.92
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.95
99030 - Cashier	9.48
99050 - Desk Clerk	9.70
99095 - Embalmer	25.35
99130 - Flight Follower	25.35
99251 - Laboratory Animal Caretaker I	22.67
99252 - Laboratory Animal Caretaker II	24.77
99260 - Marketing Analyst	21.54
99310 - Mortician	25.35
99410 - Pest Controller	14.51
99510 - Photofinishing Worker	13.32
99710 - Recycling Laborer	15.75
99711 - Recycling Specialist	21.66
99730 - Refuse Collector	14.91
99810 - Sales Clerk	9.66
99820 - School Crossing Guard	16.75
99830 - Survey Party Chief	22.02
99831 - Surveying Aide	12.52
99832 - Surveying Technician	16.27
99840 - Vending Machine Attendant	22.67
99841 - Vending Machine Repairer	26.88
99842 - Vending Machine Repairer Helper	22.67

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.doi.gov/whd/govcontracts](http://www.doi.gov/whd/govcontracts).

**ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:**

**HEALTH & WELFARE:** \$4.54 per hour up to 40 hours per week or \$181.60 per week or \$786.93 per month

**HEALTH & WELFARE EO 13706:** \$4.22 per hour up to 40 hours per week or \$168.80 per week or \$731.47 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 ten paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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

1) **COMPUTER EMPLOYEES:** Under the SCA at section B(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

(1) The application of systems analysis techniques and procedures including consulting with users to determine hardware software or system functional specifications;

(2) The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and related to user or system design specifications;

(3) The design documentation testing creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties the performance of which requires the same level of skills. (29 C.F.R. 541.400).

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

**\*\* HAZARDOUS PAY DIFFERENTIAL \*\***

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance explosives and incendiary materials. This includes work such as screening blending 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 \$.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))."



**IFB 027-2021 Telecommunication Service – Plain Old  
Telephone Service (POTS)**

**ATTACHMENT A**

**List of GDOE's sites, addresses and  
current POTS line numbers**

GUAM DEPARTMENT OF EDUCATION

NO.	SITES	ADDRESS	POTS Line Number	Site Location
1	Agana Heights Elementary School	350 J. Cruz Rt. Agana Heights, Guam 96910	477-8060 477-8041	Main Office - Failover Line Security Line
2	Astumbo Elementary School	255 Chalan Hachon Dededo, Guam 96912	635-4369 637-5352	Main Office - Failover Line Security Line
3	B.P. Carbullido Elementary School	156 Canada Toto Rd. Barrigada, Guam 96913	734-4342 734-7769	Main Office - Failover Line Security Line
4	Carlos L. Taitano Elementary School	170 Blen Verilda Avenue Sinajana, Guam 96926	475-4502 477-4778	Main Office - Failover Line Security Line
5	Chief Brodie Elementary School	225 N. Marine Drive Tamuning, Guam 96911	647-4444 647-4554 646-8052	Main Office - Failover Line Main Office - Failover Line Security Line
6	Daniel L. Perez Elementary School	400 Gaylnero Drive Yigo, Guam 96928	653-2646 653-2400	Main Office - Failover Line Security Line
7	Finegayan Elementary School	194 Chalan Kasperbauer Rd. Dededo, Guam 96912	633-1521 633-1528 633-0569	Main Office - Failover Line Security Line Elevator Line
8	Harry S. Truman Elementary School	182 Pale Ferdinand Way Santa Rita, Guam 96915	300-3290 565-0066	Main Office - Failover Line Security Line
9	Inarajan Elementary School	136 Pale Bernabe Cruz Rd. Inarajan, Guam 96915	828-2606 828-8642	Security Line Main Office - Failover Line
10	Juan M. Guerrero Elementary School	520 Harmon Loop Rd. Harmon, Guam 96912	632-7102 637-0357	Main Office - Failover Line Security Line
11	Juan C. San Miguel Elementary School	491 Clara Rd. Mongmong-Toto-Maite, Guam 96927	477-9368 477-9371	Main Office - Failover Line Security Line
12	Ugvan Elementary School	237 N. Chalan Ugvan Dededo, Guam 96929	635-1551 635-1553 635-1554	Security Line Main Office - Failover Line Principal Office - Failover Line
13	Lyndon B. Johnson Elementary School	140 Fells St. Tamuning, Guam 96911	646-2234 646-5047	Main Office - Failover Line Security Line
14	Marla A. Ulloa Elementary School	110 Catalina Lane Dededo, Guam 96912	632-8090 637-2490	Main Office - Failover Line Security Line
15	Manuel U. Lujan Elementary School	167 M.U. Lujan Road Yona, Guam 96914	789-1601 789-1686	Security Line Main Office - Failover Line
16	Marcial Sablan Elementary School	144 San Vicente Avenue Agat, Guam 96928	565-2946 565-3172	Main Office - Failover Line Security Line
17	Merizo Martyrs Elementary School	J.A. Cruz Avenue, Pigua Street Merizo, Guam 96916	828-2563 828-8680	Security Line Main Office - Failover Line
18	Machananao Elementary School	Route 9 Yigo, Guam 96929	632-0020 635-4382	Main Office - Failover Line Security Line
19	Ordot/Chalan Pago Elementary School	294 Judge Sablan St. Ordot Chalan Pago, Guam 96924	472-4687 477-2188	Security Line Main Office - Failover Line
20	Pedro C. Lujan Elementary School	387 E. Rt.8 Barrigada, Guam 96913	734-3972 734-6727	Main Office - Failover Line Security Line
21	Price Elementary School	130 Dairy Rd. Mangilao, Guam 96923	734-2983 734-7766	Security Line Main Office - Failover Line
22	Talofof Elementary School	209 Jose P. Cruz St. Talofof, Guam 96911	789-1173 789-3218 300-3294	Nurse Office - Failover Line Security Line Main Office - Failover Line
23	Tamuning Elementary School	554 Chalan San Antonio Rd (Rt. 14) Tamuning, Guam 96915	646-8059 649-8055 649-2614 646-6018	Main Office - Failover Line Security Line Elevator Line - A Elevator Line - B

GUAM DEPARTMENT OF EDUCATION

NO.	SITES	ADDRESS	POTS Line Number	Site Location
24	Upl Elementary School	1180 Chalan Pedlron Lagu (Rt.15) Yigo, Guam 96929	633-1393 653-1371 653-5305	Nurse Office - Fallover Line Security Line Main Office - Fallover Line
25	Wettergel Elementary School	479 West Santa Monica Avenue Dededo, Guam 96912	632-7870 632-7970	Security Line Main Office - Fallover Line
26	Agueda Johnston Middle School	192 Dero Drive Ordof Chalan Pago, Guam 96924	472-5053 477-2248	Main Office - Fallover Line Security Line
27	Astumbo Middle School	389 Chalan Hachon Dededo, Guam 96912	635-1402 635-1404	Main Office - Fallover Line Security Line
28	Francisco B. Leon Guerrero Middle School	445 Juan Jacinto Rd. Yigo, Guam 96929	653-1725 653-2090	Main Office - Fallover Line Security Line
29	Inarajan Middle School	433 Beien Avenue Inarajan, Guam 96916	475-0668 828-2107 828-0207	Main Office - Fallover Line Security Line Elevator Line
30	Jose L.G. Rios Middle School	165 Spruance Drive (Rt.6) Piti, Guam 96925	475-2412 475-2426	Main Office - Fallover Line Security Line
31	Luis P. Untalan Middle School	256 Vietnam Veterans High Way Barrigada, Guam 96913	735-3111 735-3115	Security Line Main Office - Fallover Line
32	Oceanview Middle School	184 Erskin Drive Agat, Guam 96928	565-2962 565-3259	Main Office - Fallover Line Security Line
33	Vicente S.A. Benavente Middle School	288 West Santa Monica Avenue Dededo, Guam 96912	632-1226 632-7528	Main Office - Fallover Line Security Line
34	George Washington High School	298 George Washington Drive Mangilao, Guam 96921	734-0745 734-2208 734-2939 734-8068 734-8071	Main Office - Security Line Library - Security Line Elevator Line Main Office - Fallover Line Gym - Security Line
35	John F. Kennedy High School	331 North Marine Dr. Tamuning, Guam 96931	300-3292	Main Office - Fallover Line
36	Okkodo High School	660 Route 3 Dededo, Guam 96929	635-1176 635-1177	Business Office - Fallover Line Security Line
37	Simon Sanchez High School	395 Juan Jancinto Rd. Dededo, Guam 96929	653-3301 653-3625 653-8864 653-4357	Main Office - Security Line Main Office - Fallover Line Elevator Line Library - Security Line
38	Southern High School	195 Pale Ferdinand Agat, Guam 96915	479-2305 300-3291 479-2177 565-0923 565-0965 565-0966	Gym - Security Line Main Office - Fallover Line Main Office - Security Line Auditorium - Elevator Line Building 5000 - Elevator Line Building 1000 - Elevator Line
39	Tiyan High School	13-15 Mariner Avenue Barrigada, Guam 96924	300-3293	Main Office - Fallover Line
40	Guam Department of Education Central Offices - Tiyan Building B	500 Mariner Avenue Barrigada, Guam 96913-1608	477-1935 472-5001 472-1741 472-5003 475-0457 479-4470 477-4587	Headstart - FAX Line Office of Supply Management - FAX Line Special Education - GEIS - FAX Line Superintendent - FAX Line Superintendent - Fallover Line Federal Program Office - Fallover Line 3rd Party - FAX Line

**IFB 027-2021 Telecommunication Service – Plain Old  
Telephone Service (POTS)**

**ATTACHMENT B**  
**Sample Agreement**

**SAMPLE CONTRACT**

(This is a sample document. [NAME] reserves the right to issue and execute a contract pursuant to this IFB and as allowed by law or regulations, and hereby reserves all other rights as stated in the IFB or otherwise applicable.)

**AGREEMENT BETWEEN GUAM DEPARTMENT OF EDUCATION  
AND [VENDOR]  
FOR SERVICES PURSUANT TO GDOE IFB 027-2021**

THIS AGREEMENT is entered into by and between the **GUAM DEPARTMENT OF EDUCATION** ("GDOE"), an agency of the government of Guam, whose address is 501 Mariner Avenue, Barrigada, Guam 96913, and **[VENDOR]** ("Contractor"), whose address is

**WHEREAS**, GDOE issued an Invitation for Bid ("IFB") GDOE IFB 027-2021 for **Telecommunication Service - Plain Old Telephone Services ("POTS")**, attached herewith as **Exhibit 1**;

**WHEREAS**, GDOE has determined it does not have adequate personnel or resources to perform the services contemplated in this agreement and it is in the best interests of GDOE to have such services performed under contract;

**WHEREAS**, Contractor responded to the IFB by submitting a Bid ("Bid") to provide services in accordance with the IFB, and was selected as the most qualified offeror;

**WHEREAS**, by submitting its Bid, Contractor warrants and represents that it possesses the necessary knowledge, resources and experience to perform the work and services herein described professionally, skillfully and diligently; and

**WHEREAS**, GDOE desires to retain Contractor for specific services on the terms and conditions set forth in this Agreement and Contractor has agreed to accept such terms and conditions;

**WITNESSETH**, in consideration of the mutual covenants hereinafter set forth, the Parties agree as follows:

**I. Statement of Services to be Performed.**

**A. Scope of Work.** The Contractor shall provide professional consulting services for the GDOE, as described in the [redacted] dated [redacted] attached herein as **Exhibit 2**. Specified dates for performance of tasks may be amended by written agreement between GDOE and Contractor's authorized representative. Contractor shall provide status reports on the services performed as required under this Agreement or more frequently as requested by GDOE. Contractor recognizes that failure to perform any services required under this Agreement per the terms and conditions herein constitutes a material breach of this Agreement.

B. Contractor Provisions of Resources. Contractor agrees to furnish all qualified personnel, facilities, tools, equipment, materials and transportation to perform the services and work provided for in this Agreement. Contractor represents that it and its employees possess the professional and technical expertise necessary to perform the services called for in this Agreement in a competent, professional manner, in line with the services of a typical Contractor engaged in the same and similar field as Contractor herein. GDOE may, in its sole discretion and based upon availability, provide staff assistance to Contractor in furtherance of this Agreement. The Contractor shall insure that its employees engaged in work hereunder are informed of all relevant provisions of this Agreement.

C. Other Work. GDOE acknowledges and agrees that Contractor may provide services to other clients, persons or companies apart from the services performed in this Agreement, as long as the performance of such other services does not in any way conflict with or hinder the performance of services herein. In the event GDOE discovers or determines that the Contractor is providing services to a third party which conflicts with or hinders the performance of services under this Agreement, Contractor must immediately cease performing those third party services upon being provided written notice by GDOE and GDOE may invoke any further available remedies under the terms of this Agreement.

D. Location of Services. Contractor may perform the services under this Agreement at any suitable location as approved by GDOE.

## II. Term of Agreement.

A. This Agreement shall be effective upon its full execution by all necessary parties until [REDACTED]. It may thereafter be renewed for up to [REDACTED] additional terms of one year upon written agreement between GDOE's Superintendent and Contractor's authorized representative. Such renewal shall be subject to the certification and availability of funds available for these services.

B. This Agreement will be cancelled if funds are not appropriated or otherwise made available to support continuation after this fiscal year. GDOE shall provide timely notice if funds are not available for continuation of contract beyond the fiscal year. In the event of cancellation due to unavailability of funds, Contractor will be reimbursed unamortized, reasonably incurred, non-recurring costs.

## III. Compensation.

A. Compensation. Compensation for Services: Contractor shall receive compensation from GDOE for Services as provided for in the [REDACTED] dated [REDACTED] attached herein as Exhibit 2 to this Agreement and in an amount not to exceed [REDACTED] (\$ [REDACTED]).

B. Expenses. Contractor shall be solely responsible for all expenses incurred in the performance of services under this Agreement unless otherwise expressly provided for herein.

C. No Compensation Prior to Approval of Agreement. GDOE shall not be liable to Contractor for any services performed by Contractor prior to full execution of this Agreement by all parties, and Contractor expressly waives any and all claims for services performed in expectation of this Agreement prior to its full execution.

D. Final Payment. Final payment shall be made upon satisfactory performance of all services required to be performed by Contractor under this Agreement. Prior to the final payment due Contractor, and as a condition precedent thereto, Contractor shall execute and deliver to GDOE a release in form approved by GDOE of claims against GDOE arising under this Agreement. Contractor expressly waives the provision of Section 82602 of Title 18, Guam Code Annotated, which states:

*A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.*

E. Payment. All rates and prices and payments to the Contractor shall be in the currency of the United States.

#### IV. Early Termination.

A. By GDOE. GDOE reserves the right to cancel or terminate this Agreement prior to its completion for reasons including, but not limited to, the following:

(i) Termination without Cause: GDOE may terminate this Agreement, without cause, upon the delivery of written notice to the Contractor at least thirty (30) days prior to the intended date of termination;

(ii) Termination in the Best Interest of the Government of Guam: GDOE may terminate this Agreement based upon a determination that such termination is in the best interests of the Government of Guam by delivering a written notice of such termination to the Contractor and the effective date of such termination. Circumstances for termination under this clause include but are not limited to Contractor's successful completion of services under this Agreement to the satisfaction of GDOE.

(iii) Termination for Cause/Default: If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Procurement Officer may notify the Contractor in writing of the delay or non-performance and if not cured in ten days or any longer time specified in writing by the Procurement Officer, such officer may terminate the 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 the Procurement Officer may procure similar supplies or services in a manner and upon terms deemed appropriate by the Procurement Officer. The 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.

(iv) Termination for Convenience. The GDOE procurement officer may, when the interests of GDOE so require, terminate this contract in whole or in part, for the convenience of GDOE. The procurement officer shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective. The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The procurement officer may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to GDOE. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as necessary to do so.

The 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 §3118. If the Contractor fails to file a termination claim within one year from the effective date of termination, the procurement officer may pay the Contractor, if at all, an amount set in accordance with this section. The procurement officer and the Contractor may agree to a settlement provided the Contractor has filed a termination claim as required herein and the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by GDOE and the contract price of the work not terminated. Absent agreement of a settlement, the procurement officer shall pay the Contractor the following amounts: with respect to all contract work performed prior to the effective date of the termination, the total, without duplication of any items, of: (a) the cost of such work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) less amount paid or to be paid for completed portions of such work; provided that if it appears that the Contractor would have sustained a loss if the entire contract 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; (b) cost of settling and paying claims arising out of the termination of subcontracts or orders pursuant to this clause. These costs must not include costs paid in accordance with subsection (a) above; (c) the reasonable settlement costs of the 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 contract and for the termination and settlement of subcontracts thereunder. The total sum to be paid the Contractor under this subsection shall not exceed the total contract price plus the reasonable settlement costs of the Contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies or materials under this section, and the contract price of work not terminated.

**B. By Contractor.**

(i) **Termination for Cause:** Contractor shall notify GDOE in writing of deficiencies or default in the performance of GDOE's duties under this Agreement. GDOE shall have twenty (20) days to correct the deficiency or cure the default, which period may be extended by Contractor (said extension not to be unreasonably denied). Upon 60 days' written notice of Contractor's termination of this Agreement for cause, the Contractor shall be entitled to payment, in accordance with Section III of this Agreement, for satisfactory services rendered up to the termination date and GDOE shall have no obligations to Contractor. The Contractor shall be obligated to continue performance of services, in accordance with this Agreement, until the termination date and shall have no further obligation to perform services after the termination date.

**C. Termination/Modification for Lack of Funds.** GDOE may terminate or modify this Agreement based upon a lack of funding. In such an event, GDOE shall promptly provide notice to Contractor and within twenty (20) days of the notice, the Parties shall renegotiate the terms of this Agreement in good faith. If the parties are unable to reach an agreement on the renegotiation, then either Party may terminate this Agreement pursuant to Section IV of this Agreement as applicable.

**D. Preservation of Property.** Notwithstanding any termination of this Agreement, and subject to any directions from GDOE, the Contractor shall take timely and reasonable and necessary action to protect and preserve the property in the possession of Contractor in which GDOE has an interest.

**E. Additional Provisions.** In the event that either party effects an Early Termination, it is expressly provided that GDOE may issue a new Request for Bid with respect to such terminated services. This provision shall not be deemed an admission or waiver of any rights and defense with respect to rights of either Party under this Agreement, including but not limited to, either Parties' rights to assert damages for breach of Agreement.

**V. Contact Person.** The Contractor agrees that, during the term of this Agreement, it shall identify a primary contact person who is familiar with the services being performed hereunder and who shall be responsible to the questions and direction of GDOE. The contact person must be identified in writing within thirty (30) days after full execution of this Agreement by all parties. GDOE reserves the right to request replacement of the contact person designated by the Contractor under this Agreement.

**VI. Confidentiality.**

**A. Information.** The Contractor hereby warrants that it shall not disclose any documents, materials or information, whether verbal, written, electronic or digital media or otherwise (collectively, the "Information"), made available or acquired for the purpose of carrying out this Agreement. Only authorized persons shall use and have access to the Information, and then only for the period such access is required to perform services under this Agreement. All necessary steps shall be taken by the Contractor to safeguard the confidentiality

of the Information in conformance with any applicable United States and Guam laws, statutes and regulations.

The Contractor shall keep copies of the Information and the provisions of this Section shall remain in effect as long as determined by GDOE. All of the Information shall be returned promptly after use to GDOE and all copies or derivations of the Information shall be physically and/or electronically destroyed. Contractor shall include a letter attesting to the complete return of Information and documenting the destruction of copies and derivations with the returned Information.

The Contractor shall not enter into any Agreements or discussions with a third party concerning such Information without the prior written consent of GDOE, and then only if the Contractor requires the third party(ies) to agree to the terms of the confidentiality set forth herein and the Information is provided to such third party(ies) only for purposes of enabling the Contractor to discharge its responsibilities under this Agreement.

It is specifically provided that the limitations contained in this paragraph A shall not apply (i) to the extent required by applicable law, (ii) to the extent that any Information is now or hereafter becomes part of the public domain, but only to the limited extent that such Information, or any portion thereof, is in the public domain not as a result of any breach or violation of this Agreement, or (iii) to the extent that a party is directed otherwise under the terms of a valid and effective order, issued by a court of competent jurisdiction.

B. Liability. Failure to comply with the provisions of Paragraph A shall subject the Contractor to liability, including all damages and injunctive relief.

#### VII. Conflicts of Interests/Ethics

A. The Contractor warrants and covenants that it has not violated and will not violate Guam's procurement law or regulations pertaining to ethics in public contracting.

B. It is expressly understood that breach of any of the covenants or warranties in this Section on the part of the Contractor is a material breach of this Agreement and shall entitle GDOE to immediately terminate this Agreement. Contractor agrees that in the event of a breach or violation of this Section, GDOE shall have the right to terminate this or any other Agreement with the Contractor without liability.

C. Notwithstanding the provisions contained in this Agreement with regard to the assignment or subcontracting of any work under this Agreement, Contractor agrees that with respect to any subcontractor it engages to perform any work contemplated by this Agreement that any Agreements it enters into with such subcontractor(s) will include provisions which parallel this Section VII and shall require any subcontractor to execute a statement of no conflict of interests to GDOE and provide such statement to GDOE.

VIII. Waiver. No waiver by any party of any right on any occasion shall be construed as a bar to or waiver of any right or remedy on any future occasion.



Contractor, Contractor agrees that any subcontractors retained by Contractor or assignees shall be subject to all provisions of this Agreement.

**XIV. Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of the Parties hereto and their respective successors, assigns and transferees, except as otherwise provided for under the terms of this Agreement.

**XV. Scope of Agreement.** This Agreement and its attachments, the IFB, and Bid collectively: (i) supersede any and all other Agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof, and (ii) contain all of the covenants and Agreements between the Parties with respect to such subject matter in any manner whatsoever. The Contractor and GDOE each acknowledge that no representations, inducements, promises or agreement, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in the Agreement shall be valid or binding.

**XVI. Captions.** All Section and paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the content of the Agreement.

**XVII. Counterparts.** This Agreement may be executed in counterparts, all of which taken together shall be deemed one original.

**XVIII. Governing Law and Forum Selection.** Except to the extent U.S. federal law is applicable, the laws and regulations of Guam shall govern the interpretation, effect, and validity of this Agreement. Any court action shall be exclusively in Guam.

**XIX. Compliance with Laws.**

A. **In General.** The Contractor shall comply with all U.S. and Guam laws, statutes, regulations and ordinances applicable to this Agreement. The Contractor represents and warrants that it is fully licensed to do business in Guam to render the services to be provided herein.

B. **Non-Discrimination in Employment.** The Contractor agrees: (i) not to unlawfully discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap; (ii) to include a provision similar to that contained in subsection (i) above in any subcontract or assignment agreement except a subcontract for standard commercial supplies or raw materials; and (iii) to post and to cause subcontractors and/or assignees to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause. Contractor shall comply with all conditions and requirements of Guam Law, including but not limited to Title 22 Chapter 5 Guam Employment Relations Act of the Guam Code Annotated (GCA).

C. **Family and Educational Rights and Privacy Act.**

Contractor acknowledges that certain information about GDOE students may be considered Education Records and that this information must be confidential by reason of the Family and Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, and related regulations (collectively referred to as "FERPA"). Both parties agree to protect these records in accordance with FERPA and any relevant GDOE policy or standard operating procedure. Contractor represents, warrants, and agrees that it will: (1) hold the FERPA Records in strict confidence and will not use or disclose the FERPA Records except as (a) permitted or required by the Contract, (b) required by law, or (c) otherwise authorized by GDOE in writing; (2) safeguard the FERPA Records according to commercially reasonable administrative, physical and technical standards that are no less rigorous than the standards by which Contractor protects its own confidential information; and (3) continually monitor its operations and take any action necessary to assure that the FERPA Records are safeguarded in accordance with the terms of the Contract. Contractor agrees to provide GDOE with a written summary of the procedures Contractor uses to safeguard the FERPA Records.

Contractor will have procedures and solutions implemented to prevent unauthorized access, and the procedures will be documented and available for GDOE to review on request. Those employees allowed to send data and receive data to and from the Contractor must be identified and sign a non-disclosure agreement.

Accidental exposures of data covered by the Contract to unauthorized persons will result in the Contractor notifying GDOE within four (4) hours of discovery; failure to do will be considered a material breach of the Contract. Notification to those whose data have been exposed will occur, at Contractor's sole expense, by GDOE.

Within thirty (30) days after the termination or expiration of the term of the Contract for any reason, Contractor shall either: (a) return or destroy, as applicable, all sensitive data, including any data protected under FERPA, provided to the Contractor by GDOE, including all sensitive data, including any data protected under FERPA, provided to Contractor's employees, subcontractors, agents, or other affiliated persons or entities; or (b) in the event that returning or destroying the sensitive data, including any data protected under FERPA, is not feasible, provide notification of the conditions that make return or destruction not feasible, in which case, the Contractor must continue to protect all sensitive data, including any data protected under FERPA, that it retains and agree to limit further uses and disclosures of such data to those purposes that make the return or destruction not feasible as Contractor maintains such sensitive data, including any data protected under FERPA.

Contractor's computer(s) must be protected by acceptable industry practices for antivirus, firewalls, and network and system intrusion detections systems, which may be periodically tested by GDOE personnel.

**XX. Retention and Access to Records and Other Review.** The Contractor, including subcontractors, if any, shall maintain all books, documents, papers, accounting records and other evidence pertaining to the services performed and costs incurred, and to make such materials available at its respective offices at all reasonable times during the Agreement period and for six (6) years from the date of the final payment under the Agreement, for inspection by

GDOE. GDOE agrees to comply with reasonable requests of Contractor to provide access to all documents and GDOE property reasonably necessary to the performance of Contractor's services under this Agreement. The conditions of this section shall be placed in any subcontract or assignment arising under this Agreement.

**XXI. Liability.**

A. GDOE not Liable. GDOE assumes no liability for any accident, loss, claim, judgment, action or injury that may occur to the Contractor and/or the Contractor's officers, directors, agents, servants, subcontractors and/or employees, and/or to the personal property of any such person or entity, arising out of the performance of services under this Agreement except to the extent caused or contributed to by the negligent act or omission of GDOE. In addition, no Board member, officer, agent, or employee of GDOE shall be liable personally under or by reason of this Agreement or any of its provisions. In addition, GDOE assumes no liability for any accident or injury that may occur to Contractor's officers, directors, employees, agents, or dependents while traveling to and from Guam in furtherance of this Agreement.

**XXII. Delays, Extensions and Suspensions.** GDOE unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as it may determine to be appropriate for the convenience of GDOE. The Contractor agrees to prosecute the work continuously and diligently apart from those periods of suspension, delay or interruption. Except as otherwise agreed to by the Parties, reasonable time extensions for the performance of Contractor's services will be granted only for excusable delays that arise from causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, acts of the public enemy, acts of the Government of Guam or the Government of the United States in either its sovereign or contractual capacity, acts of another contractor in the performance of an agreement with the Government of Guam, fires, floods, typhoons, earthquakes, epidemics, quarantine restrictions, strikes, freight, or embargoes.

**XXIII. Modifications including those Due to Public Welfare, Change in Law or Change in Marketing Conditions.** GDOE shall give the Contractor notice of any proposed change in the Agreement and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Contractor. In the event GDOE materially alters the obligations of the Contractor, or the benefits to GDOE, then the Agreement shall be amended consistent therewith. Should these amendments materially alter the obligations of the Contractor, then the Contractor or GDOE shall be entitled to an adjustment in the rates and charges established under the Agreement. Contractor shall be entitled to terminate this Agreement rather than accept modified terms. Nothing contained in the Agreement shall require any party to perform any act or function contrary to law. GDOE and the Contractor agree to enter into good faith negotiations regarding modifications to the Agreement, which may be required in order to implement changes in the interest of the public welfare or due to changes in law. When such modifications are made to the Agreement, GDOE and the Contractor shall negotiate in good faith a reasonable and

appropriate adjustment for any changes in services or other obligations required of the Contractor directly and demonstrably due to any modification in the Agreement under this clause.

#### **XXIV. Independent Contractor and its Employees.**

A. Status of Contractor. The Contractor and its officers, agents, servants, subcontractors and employees are independent contractors performing professional services for GDOE, and are not employees of GDOE. The Contractor and its officers, agents, servants and employees shall not accrue vacation or sick leave, participate in the Government of Guam retirement system, insurance coverage, bonding, use of government vehicles or any other benefits accorded to Government of Guam employees as a result of this Agreement. Contractor agrees that Contractor and its aforementioned employees, officers, directors, agents, servants, and subcontractors are not and will not become an employee, officer or Board member of GDOE at any time during the duration of this Agreement, and will otherwise comply with the provisions of the Guam Procurement Law regarding ethics in public contracting (Title 5 Guam Code Annotated, Chapter 5, Article 11, and its associated rules and regulations). Nothing in this Agreement or any action taken under this Agreement shall be deemed or construed in any manner or for any purpose to evidence or establish as between Contractor and GDOE a relationship of partnership, agency, association, joint, venture or representative, nor does this Agreement authorize any party to undertake or bind any obligation or responsibility on behalf of the other party. In addition, there shall be no withholding of taxes by GDOE for the Contractor.

B. Liability. The Contractor assumes responsibility for its personnel and subcontractors providing services hereunder and will make all deductions and payments for social security and withholding taxes and for contributions to employment compensation funds, or any other payments required by the governments of the U.S. and Guam, if required. Contractor is responsible for paying when due any and all income taxes, gross receipts taxes, or any other taxes or assessments incurred as a result of the services performed by the Contractor and Contractor's employees or agents under this Agreement or the compensation paid to Contractor for services performed under this Agreement. Furthermore, Contractor shall maintain at the Contractor's expense all necessary insurance for its employees including but not limited to Worker's Compensation, Errors and Omissions, and liability insurance for each employee as required under U.S. and Guam Law and the mandates of the underlying IFB to this Agreement. Contractor agrees to hold harmless and indemnify GDOE, its officers, directors, employees, agents, representatives, successors and assigns, for any and all claims, demands, costs, losses, fees, penalties, interest, or damages, including attorney's fees, which may be brought or asserted due to (i) any injury, death, or property damage arising from the negligence or other wrongful or tortuous acts of Contractor or Contractor's employees, officers, contractors, directors, agents, representatives, successors, or assigns, or (ii) Contractor's failure to comply with terms of this subparagraph B.

C. Wage and Benefits Compliance. Contractor warrants it shall comply with all applicable federal and local laws, rules, and regulations regarding the payment of minimum wages and benefits, in particular in accordance with the Wage Determination for Guam issued and promulgated by the U.S. Department of Labor and with Guam Public Law 26-

111. Contractor assumes all liability for, and hereby indemnifies GDOE from, any violation of any applicable law, rule, or regulation relating to the payment of wages or benefits.

**XXV. Disclosure.** The Contractor hereby represents that it has disclosed to GDOE all matters regarding Contractor which if not disclosed to GDOE would materially affect GDOE's decision to enter into this Agreement with Contractor.

**XXVI. Disposition of Property and Materials; Intellectual Property Rights.**

A. All plans, outlines, briefs, memoranda, studies, reports, analyses and all other work product and materials incidental or otherwise ("Work Product") which are produced by reason of this Agreement shall be and remain the property of GDOE, regardless of whether Contractor is in possession of such Work Product, and may be used by GDOE without permission from Contractor and without any additional costs to GDOE.

B. All Work Products, including any and all intellectual property rights in said Work Product, arising out of the Agreement shall be the sole and exclusive property of GDOE. Contractor explicitly acknowledges that GDOE possesses exclusive rights to the Work Product arising out of this Agreement. Contractor shall not use or permit others to use in any way or form the Work Product without the express written consent of GDOE.

**XXVII. Mandatory Representations by Contractor:**

A. **Persons Convicted of Sex Offense.** Contractor warrants that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated or of an offense defined in Article 2 of Chapter 28 of Title 9 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 Contractor while on government of Guam property, with the exception of public highways. If any employee of Contractor is providing services on government property and is convicted subsequent to an award of a contract, then Contractor warrants that it will notify GDOE of the conviction within twenty-four hours of the conviction, and will immediately remove such convicted person from providing services on government property. If Contractor is found to be in violation of any of the provisions of this paragraph, then GDOE will give notice to Contractor to take corrective action. Contractor shall take corrective action within twenty-four (24) hours of notice from GDOE, and Contractor shall notify GDOE when action has been taken. If Contractor fails to take corrective steps within twenty-four (24) hours of notice from GDOE, then GDOE in its sole discretion may temporarily suspend this agreement.

B. **Gratuities and Kickbacks.** Contractor warrants it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 §11107.

C. **Contingent Fees.** Contractor warrants it has not retained a person to solicit or secure this 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.

D. **Ethical Standards.** Contractor warrants it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article 11 of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.

**XXVIII. Disputes.**

a. In accordance with Guam procurement law, all controversies between the territory and the Contractor which arise under, or by virtue of, this contract and which are not resolved by mutual agreement, shall be decided by the GDOE procurement officer in writing, within 60 days after written request by the Contractor for a final decision concerning the controversy; provided however that if the procurement officer does not issue a written decision within 60 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Contractor may proceed as if an adverse decision had been received. The procurement officer shall immediately furnish a copy of the decision to the Contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt. Any such decision shall be final and conclusive, unless fraudulent, or the Contractor brings an action seeking review of the decision before the Guam Office of Public Accountability. The Contractor shall comply with any decision of the procurement officer and proceed diligently with performance of this contract pending final resolution by the Office of Public Accountability or the Superior Court of Guam of any controversy arising under or by virtue of this contract, except where there has been a material breach of the contract by GDOE; provided, however, that in any event the Contractor shall proceed diligently with the performance of the contract where GDOE has made a written determination that continuation of work under the contract is essential to public health and safety.

b. Any disputes for expenses incurred in reliance upon this Agreement shall be subject to the Government Claims Act found at Title 5, Guam Code Annotated, Chapter 6.

**XXIX. Attachments, Exhibits, Schedules, and Entire Agreement.** This Agreement, including its Attachments, Exhibits and Schedules, constitutes the entire Agreement and supersedes all prior written or oral understandings. No Agreement, oral or written, expressed or implied, has been made by any party hereto, except as expressly provided herein. All prior Agreements and negotiations are superseded hereby. This Agreement and any duly executed amendments hereto constitute the entire Agreement between the Parties hereto.

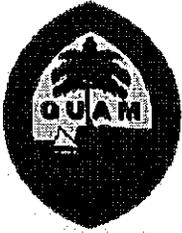
**XXX. Computation of Time.** Whenever this Agreement provides for a time period of ten (10) days or less days, weekends and Government of Guam holidays are not included in the computation. When this Agreement provides for a time period of over ten (10) days, weekends and Government of Guam holidays are to be included in the computation.

**XXXI. Partial Invalidity.** If any provision of this Agreement shall be deemed by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue to be in full force and effect.

**XXXII. Amendments/Modifications.** Any amendment or modification to this Agreement will be effective only if it is in writing and signed by both parties.

A. **Changes To Work.** Any modifications to the services or equipment to be delivered pursuant to this Agreement, and the compensation therefor, may be made by a written Change Order signed by an authorized representative of GDOE and Contractor. A Change Order may only be made on the conditions that the work to be performed by a Change Order is not inconsistent with the scope of work under this Agreement, and that where there is an increase in the costs for services, GDOE shall certify in writing that funds are available for the increased costs prior to such Change Order becoming effective.

B. **Extension of Time to Perform Services.** This Agreement may be modified to extend time for Contractor to perform services upon writing signed by GDOE and Contractor. A modification to extend time to perform services under this Agreement may only be made on the condition that such modification shall not increase the costs for services hereunder.



JON J. P. FERNANDEZ  
Superintendent of Education

**DEPARTMENT OF EDUCATION  
OFFICE OF SUPPLY MANAGEMENT**

www.gdoe.net  
501 Mariner Avenue  
B-Building, Suite 116  
Barrigada, Guam 96913  
Telephone: (671) 475-0438/Fax: (671) 472-5001  
Email: procurement@gdoe.net



CARMEN T. CHARFAUROS  
Supply Management Administrator

**AMENDMENT ACKNOWLEDGEMENT FORM**

**IFB 027-2021  
Telecommunication Service – Plain Old Telephone Services (POTS)  
AMENDMENT 1**

May 3, 2021

Please review the attached document (All Notice/Amendments can be reviewed on our website). Please sign this acknowledgement page and only return this page, attention to KATHRINA O. BAYSON via fax (671) 472-5001 or via email to kobayson@gdoe.net.

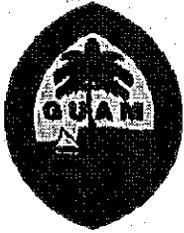
I, \_\_\_\_\_, an authorized representative of the company named below, acknowledge receipt of AMENDMENT 1 for IFB 027-2021 Telecommunication Service – Plain Old Telephone Services (POTS). Number of pages: 3 (including this coversheet).

\_\_\_\_\_  
Company Name (Print)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Time and Date



JON J. P. FERNANDEZ  
Superintendent of Education

DEPARTMENT OF EDUCATION  
OFFICE OF SUPPLY MANAGEMENT

[www.gdoe.net](http://www.gdoe.net)  
501 Mariner Avenue  
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Barrigada, Guam 96913  
Telephone: (671) 475-0438/Fax: (671) 472-5001  
Email: [procurement@gdoe.net](mailto:procurement@gdoe.net)



CARMEN T. CHARFAUROS  
Supply Management Administrator

May 3, 2021

AMENDMENT 1

**Prospective Bidders:**

Please refer to our Invitation for Bid No. 027-2021 Telecommunication Service – Plain Old Telephone Services (POTS), a copy of which was obtained by your company for consideration.

Pre-Bid Conference

GDOE is hereby scheduling a Pre-Bid Conference on:

Date: Thursday, May 6, 2021  
Time: 11:00 AM CHST  
Location: Via Video Conference (see below link)

Link - <https://gdoe.zoom.us/j/92653450510>  
Meeting ID – 926 5345 0510  
Passcode – 1F80272021

GDOE is hereby making the following changes to the IFB:

Page 3, Section 1.1 – INVITATION FOR BID TIMELINE

From:

<u>DATE</u>	<u>ACTIVITY</u>	<u>TIME</u>
Wednesday, May 05, 2021	Deadline for Submission of Written Questions	3:00 p.m. Chamorro Standard Time (ChST)
Wednesday, May 12, 2021	Deadline for GDOE Response to Written Questions	5:00 p.m. Chamorro Standard Time (ChST)
Thursday, May 20, 2021	Deadline for Submission	10:00 a.m. Chamorro Standard Time (ChST)
Thursday, May 20, 2021	Public Bid Opening (via video conference)	10:30 a.m. Chamorro Standard Time (ChST)

To:

<u>DATE</u>	<u>ACTIVITY</u>	<u>TIME</u>
Monday, May 10, 2021	Deadline for Submission of Written Questions	3:00 p.m. Chamorro Standard Time (ChST)
Monday, May 17, 2021	Deadline for GDOE Response to Written Questions	5:00 p.m. Chamorro Standard Time (ChST)
Thursday, May 27, 2021	Deadline for Submission	10:00 a.m. Chamorro Standard Time (ChST)
Thursday, May 27, 2021	Public Bid Opening (via video conference)	10:30 a.m. Chamorro Standard Time (ChST)

Page 6, Section 3.1.4 – TIME AND DATE FOR RECEIPT OF BIDS

From: Bids must be received by GDOE no later than:  
TIME: 10:00 a.m. Chamorro Standard Time (ChST)  
DATE: Thursday, May 20, 2021

**G057**

To: Bids must be received by GDOE no later than:  
TIME: 10:00 a.m. Chamorro Standard Time (ChST)  
DATE: Thursday, May 27, 2021

**Page 7, Section 3.1.4 – TIME AND DATE FOR RECEIPT OF BIDS**

***Curb-side Drop Off Schedule***

From: Due to the current COVID-19 pandemic, proper safety protocols must be adhered to. If the bid submission will be hand-delivered, delivery will be conducted via CURB-SIDE DROP OFF between Monday, May 17, 2021 through Wednesday, May 19, 2021, 9:00 a.m. to 3:00 p.m. and Thursday, May 20, 2021, 8:30 a.m. to 9:45 a.m. (15 minute intervals)

To: Due to the current COVID-19 pandemic, proper safety protocols must be adhered to. If the bid submission will be hand-delivered, delivery will be conducted via CURB-SIDE DROP OFF between Monday, May 24, 2021 through Wednesday, May 26, 2021, 9:00 a.m. to 3:00 p.m. and Thursday, May 27, 2021, 8:30 a.m. to 9:45 a.m. (15 minute intervals)

**Page 7, Section 3.1.5 – RECEIPT AND OPENING OF BIDS**

From: In order to adhere to social distancing requirements, bids shall be opened publicly via video conference on the time and date specified below:  
TIME: 10:30 a.m. Chamorro Standard Time (CHST)  
DATE: Thursday, May 20, 2021

To: In order to adhere to social distancing requirements, bids shall be opened publicly via video conference on the time and date specified below:  
TIME: 10:30 a.m. Chamorro Standard Time (CHST)  
DATE: Thursday, May 27, 2021

**Page 8, Section 3.1.14 – PRE-BID WRITTEN QUESTIONS**

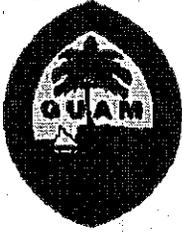
From: Questions regarding this IFB must be received in writing by GDOE no later than:  
TIME: 3:00 p.m. Chamorro Standard Time (ChST)  
DATE: Wednesday, May 05, 2021

To: Questions regarding this IFB must be received in writing by GDOE no later than:  
TIME: 3:00 p.m. Chamorro Standard Time (ChST)  
DATE: Monday, May 10, 2021

All else remains the same.

Sincerely,

  
CARMEN T. CHARFAUROS  
Supply Management Administrator



JON J. P. FERNANDEZ  
Superintendent of Education

**DEPARTMENT OF EDUCATION  
OFFICE OF SUPPLY MANAGEMENT**

[www.gdoe.net](http://www.gdoe.net)  
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Email: [procurement@gdoe.net](mailto:procurement@gdoe.net)



CARMEN T. CHARFAUROS  
Supply Management Administrator

**AMENDMENT ACKNOWLEDGEMENT FORM**

**IFB 027-2021  
Telecommunication Service – Plain Old Telephone Services (POTS)  
AMENDMENT 2**

May 17, 2021

Please review the attached document (All Notice/Amendments can be reviewed on our website). Please sign **this acknowledgement page and only return this page**, attention to **KATHRINA O. BAYSON** via fax (671) 472-5001 or via email to [kobayson@gdoe.net](mailto:kobayson@gdoe.net).

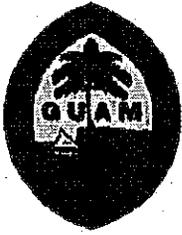
I, \_\_\_\_\_, an authorized representative of the company named below, acknowledge receipt of **AMENDMENT 2**, for **IFB 027-2021 Telecommunication Service – Plain Old Telephone Services (POTS)**. Number of pages: **12** (including this coversheet).

\_\_\_\_\_  
Company Name (Print)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Time and Date



DEPARTMENT OF EDUCATION  
OFFICE OF SUPPLY MANAGEMENT

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ION J. P. FERNANDEZ  
Superintendent of Education

CARMEN T. CHARFAUROS  
Supply Management Administrator

May 17, 2021

AMENDMENT 2

**Prospective Bidders:**

Please refer to our Invitation for Bid No. 027-2021 Telecommunication Service – Plain Old Telephone Services (POTS), a copy of which was obtained by your company for consideration.

Please see Amendment 2, Attachment A – Summary of Pre-Bid Conference conducted on May 6, 2021.

GDOE is hereby making the following changes to the IFB:

Page 4, Section 2.3 – PROJECT DESCRIPTION

Add the following Sub-Section(s):

2.3.14. Bidder shall be able to provide the following features at a minimum:

2.3.14.1. Enhanced E-911

2.3.14.1.1. The service must at the time of installation be able to pass identifying digits from an originating station of Enhanced 911 calling party location.

2.3.14.1.2. At a minimum, the service must be able to identify the building location.

2.3.14.1.3. It must be able to be originated from both proprietary digital telephones as well as analog telephones.

2.3.14.1.4. The E911 call must be received at the Guam E911 Public Service Answering Point that serves the geographical area of the calling station's physical location.

2.3.14.2. Enhanced E-911 Event Notification

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

2.3.15. Electric Power

2.3.15.1. The handset shall be able to operate through power provided through the phone line from the Central Office.

2.3.15.2. The service shall be operational during an electrical power outage.

2.3.16. Caller ID

2.3.16.1. The calling party ID shall passed through the carrier circuits.

Page 4, Sub-Section 2.3.5.3

Add the following Sub-Section:

2.3.5.3.1. Bidder is responsible for the inside wiring "end to end" from the individual end-user all the way to the school's DEMARC and up to the Service Provider Central Office (CO) to ensure service is operational.

Please see below responses to questions submitted by Prospective Bidders:

GTA

1. Please provide a copy of the most recent invoice for the current services.

**GDOE Response:** See Amendment 2, Attachment B for the most recent invoice.

2. Referencing 2.3.9, please clarify the statement, should the calling party ID be passed through the carrier circuits?

**GDOE Response:** GDOE is not clear on how the question is in referenced to Sub-Section 2.3.9. The Bidder shall comply Communications Assistance for Law Enforcement Act (CALEA). However, the answer to the question is yes, the calling party ID shall passed through the carrier circuits.

**G060**

3. Please confirm if services need to remain active even during a power outage.  
**GDOE Response: Confirmed.**

**Pacific Data Systems**

4. Please confirm if attendance at the Pre-Bid Conference was mandatory.  
**GDOE Response: No.**
5. Reference Attachment A, page 1 of 2, No. 5, lists 647-4554 as a POTS Main Office Failover Line. PDS was unable to confirm this as a failover line. Please verify.  
**GDOE Response: The line number is one of failover (F/O) line number for Chief Brodie Elementary School. PDS activated the line on 07/06/2016. See Attachment A that listed the line number and its locations within the site and its functions (F/O) on the invoice's supporting attachment.**
6. Reference Attachment A, page 1 of 2, No. 11, lists 477-9371 as a security line. PDS was unable to confirm this as a security line. Please verify.  
**GDOE Response: The line number is for the security line at JQ San Miguel ES. The line was activated 07/20/2016. See Attachment A that listed the line number and its locations within the site and its functions (Sec. Line) on the invoice's supporting attachment.**
7. Reference Attachment A, page 1 of 2, No. 12, lists 635-1551 as a security line. PDS was unable to confirm this as a security line. Please verify.  
**GDOE Response: The line number is for the security line at Liguon ES. PDS activated the line on 10/06/2016. See Attachment A that listed the line number and its locations within the site and its functions (Sec. Line) on the invoice's supporting attachment.**
8. Reference Attachment A, page 1 of 2, No. 17, lists 828-2563 as a security line. PDS was unable to confirm this as a security line. Please verify.  
**GDOE Response: The line number is for the security line at Merizo ES. PDS activated the line on 07/22/2016. See Attachment A that listed the line number and its locations within the site and its functions (Sec. Line) on the invoice's supporting attachment.**
9. Reference Attachment A, page 1 of 2, No. 17, lists 828-8680 as a failover line. PDS was unable to confirm this as a failover line. Please verify.  
**GDOE Response: The line number is for the failover (F/O) line at Merizo ES. PDS activated the line on 07/22/2016. See Attachment A that listed the line number and its locations within the site and its functions (F/O) on the invoice's supporting attachment.**
10. Reference Attachment A, page 1 of 2, No. 22, lists 789-3218 as a security line. PDS was unable to confirm this as a security line. Please verify.  
**GDOE Response: The line number is for the security line at Talofofo ES. PDS activated the line on 12/01/2016. See Attachment A that listed the line number and its locations within the site and its functions (Sec. Line) on the invoice's supporting attachment.**
11. Reference Attachment A, page 2 of 2, No. 30, lists 475-2426 as a security line. PDS was unable to confirm this as a security line. Please verify.  
**GDOE Response: The line number is for the security line at J.Rios MS. PDS activated the line on 10/06/2016. See Attachment A that listed the line number and its locations within the site and its functions (Sec. Line) on the invoice's supporting attachment.**
12. Reference Attachment A, please confirm if the Rios Middle School elevator is required to have a POTS line for emergencies. Attachment A does not identify a POTS line for this.  
**GDOE Response: No POTS line service is required at the J Rios MS elevator at this time.**
13. Reference Attachment A, please confirm if the Francisco B. Leon Guerrero Middle School elevator is required to have a POTS line for emergencies. Attachment A does not identify a POTS line for this.

---

**GDOE Response: Currently, no elevator emergency POTS line is required at FB Leon Guerrero MS.**

14. Reference Attachment A, please confirm if any of the high school armories require POTS line services for security purposes.

**GDOE Response: Currently, GDOE FSAIS Office is not aware of any request or any existing security POTS lines services to the high school's ROTC armories.**

15. Reference Page 4, Section 2.3.1 please confirm that the service; Analog/Plain Old Telephone Service, is required to be provided in accordance with the GPUC Order issued on May 30, 2008 defining the Minimum Technical Standards for this type of service.

**GDOE Response: The Bidder shall comply with all Federal and Local regulations required for the Analog/Plain Old Telephone Services.**

16. Reference Page 4, Section 2.3.1 and 2.3.7, please confirm that the service shall be line powered from the hardened Central Office Facilities.

**GDOE Response: Confirmed.**

17. Reference Page 4, Section 2.3.7, please confirm that the hardened Central Office Facilities shall provide a minimum of 12 hours of service all the way through to the end user device connection during any period of power outage.

**GDOE Response: The service shall be operational during an electrical power outage.**

18. Reference Page 4, Section 2.3.5, please confirm that GDOE will ensure that all inside wiring supporting the final phone service configuration are functioning and in good working order. If this is not the case then GDOE will pay additional costs to repair any existing Inside Wire issues prior to the commencement of the new service contract.

**GDOE Response: GDOE confirms all existing POTS lines are in good working order. The awarded Bidder shall maintain the POTS line inside wiring connectivity "end-to-end" to the individual end-user location. GDOE will not be responsible for any cost to repair any inside wiring issues at the start of the new contractual service.**

19. Reference Page 4, Section 2.3.1, please define any optional "CLASS Services" that GDOE will require to be installed on any of the lines defined in Attachment A. CLASS Services are optional features such as Call ID Number, Call Waiting, 3Way Calling, etc that are installed on the service configuration.

**GDOE Response: The Bidder shall provide the following features at the minimum: a) Enhanced E-911; b) Enhanced E911 Event Notification; c) electrical power provided through the phone line from the central office; and d) Caller ID.**

20. Reference Section 6, Bid Form, the TOTAL COST to be used to evaluate the bid does not include the ability for the bidder to add one-time/non-recurring costs associated with the installation of the services and any costs for number portability. Please amend the Bid Form to allow the inclusion of these costs.

**GDOE Response: See Amendment 2, Attachment C – Revised Bid Form 1 to accommodate any NRC.**

21. Reference 3.2.9, delivery of goods, What is the required delivery date for all services to be delivered for all GDOE locations?

**GDOE Response: The delivery of services shall commence on and no earlier than July 01, 2021.**

**Docomo Pacific Inc.**

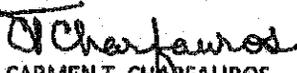
22. 2.3.8 The bidder shall provide equal access and enable GDOE to select a long-distance carrier.

Question: Would the bidder be allowed to provide the long-distance carrier?

**GDOE Response: Yes.**

All else remains the same.

Sincerely,

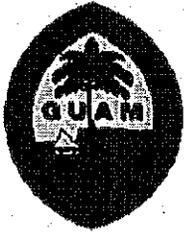


CARMEN T. CHARFAUROS  
Supply Management Administrator

**G062**

**Amendment No. 2**  
**IFB 027-2021 Telecommunication Service – Plain Old  
Telephone Services (POTS)**

**ATTACHMENT A**  
**Summary of Pre-Bid Conference**



JON J. P. FERNANDEZ  
Superintendent of Education

DEPARTMENT OF EDUCATION  
OFFICE OF SUPPLY MANAGEMENT

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Email: [procurement@gdoe.net](mailto:procurement@gdoe.net)



CARMEN T. CHARFAUROS  
Supply Management Administrator

IFB 027-2021 Telecommunication Service – Plain Old Telephone Services (POTS)  
Pre-Bid Conference  
Thursday, May 6, 2021, 11:00 AM CHST

SUMMARY

- I. Sign-In and Introduction
- II. House Rules
  - A. Pre-Bid Conference will be recorded and included in the Procurement File.
  - B. Prospective Bidders must sign in on the zoom chat and provide the following information: Company Name, Individual's Name, email address.
  - C. Please keep yourself on mute during the meeting. We will ask the group for questions periodically throughout the Pre-Bid Conference.
- III. Reminders
  - A. Questions During Pre-Bid Conference
    1. GDOE may provide verbal answers to verbal question from potential bidders during the pre-bid conference, however, verbal answers will not be considered as an official GDOE response.
    2. All questions must be submitted in writing in accordance to Amendment No. 1 of the IFB, Section 3.1.14 – PRE-BID WRITTEN QUESTIONS no later than Monday, May 10, 2021 at 3:00 PM.
    3. All written questions must be directed to Kathrina Bayson via email at [kobayson@gdoe.net](mailto:kobayson@gdoe.net), in accordance to the IFB, Section 3.1.1 – COMMUNICATION REGARDING THE IFB.
    4. GDOE will respond to questions no later than Monday, May 17, 2021 at 5:00 PM. Response to written questions will be provided via Amendment to all Prospective Bidders.
  - B. IFB Requirements
    1. Bidders must submit with their bid, the forms listed on the IFB, Section 5 – FORMS REQUIRED IN RESPONSE TO IFB.
    2. Bidders must also submit the Bid Form included with the IFB. See Section 3.1.6 – BID SUBMISSION FORM.
  - C. Deadline for Submission
    1. Deadline for Submission will be on Thursday, May 27, 2021 at 10:00 AM. Bids must be submitted before the deadline at the GDOE Supply Management Office (Refer to the IFB and Amendment No. 1, Section 3.1.4 – TIME AND DATE FOR RECEIPT OF BIDS for additional submission guidelines).
    2. Bid Opening will be held on the same day, Thursday, May 27, 2021 at 10:30 AM via Video Conference as specified on the IFB and Amendment No. 1, Section 3.1.5 – RECEIPT AND OPENING OF BIDS.
- IV. Project Description / Scope of Work
- V. Conclusion

**Amendment No. 2**  
**IFB 027-2021 Telecommunication Service – Plain Old**  
**Telephone Services (POTS)**

**ATTACHMENT B**

**Recent Invoice for Current Services**



185 Ilipog Drive, Ste. 204A  
Tamuning, Guam 96931  
Phone: 671-300-0200  
Fax: 671-300-0265

# Invoice

Invoice #: 211899  
Invoice Date: 04/01/2021  
Terms: Due Upon Receipt

**Bill To:**  
Department of Education  
Government of Guam  
500 Mariner Avenue  
Barrigada, GU 96913-1608

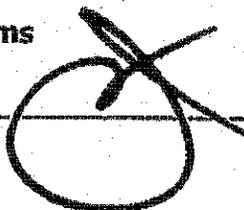
**Ship To:**  
Financial, Student, Administrative  
Information Systems (FSAIS)  
500 Mariner Avenue  
Barrigada, GU 96913-1608  
ATTENTION: Data Processing Manager  
and/or E-Rate Contact Person

IFB 005-2016  
Purchase Order: 20210006-00  
Vendor: 10157  
Vendor SPIN: 143026234  
Vendor EIN: 96-0001523

Services Rendered:	
1. Telephone Service April 01-30, 2021 service period (See attached list)	\$2,147.90
<b>Total Amount Due to Pacific Data Systems</b>	<b>\$2,147.90</b>
<b>(BEAR)</b>	

I certify that the above bill is just and correct;  
that payment therefor has not been received.

Pacific Data Systems

by: \_\_\_\_\_  


*Service Rendered  
D. Cruz*

**GUAM DEPARTMENT OF EDUCATION  
POTS TELEPHONE SERVICE  
BILLING FOR THE MONTH OF APRIL 2021**

<b>Tel Number</b>	<b>SITE</b>	<b>LOCATION (within Site)</b>	<b>Activation Date</b>	<b>Prorated/ Amount for Apr</b>
472-5053	A Johnston MS	Main Office F/O	07/01/16	22.85
477-2248	A Johnston MS	G4S Sec. Line	07/15/16	22.85
477-8041	Agana Height ES	G4S Sec. Line	07/01/16	22.85
477-8060	Agana Height ES	Main Office F/O	08/01/16	22.85
635-4369	Astumbo ES	Main Office F/O	08/10/16	22.85
637-5352	Astumbo ES	G4S Sec. Line	07/01/16	22.85
635-1402	Astumbo MS	Main Office F/O	07/06/16	22.85
635-1404	Astumbo MS	SECURTECH SEC. LINE	10/06/16	22.85
734-4342	BP Carbullido ES	Main Office F/O	03/01/17	22.85
734-7769	BP Carbullido ES	G4S Sec. Line	07/20/16	22.85
646-8052	Chief Brodie ES	G4S Sec. Line	08/09/16	22.85
647-4444	Chief Brodie ES	Main Office F/O Published No.	08/04/16	22.85
647-4554	Chief Brodie ES	Main Office F/O	07/06/16	22.85
475-4502	CL Taitano ES	Main Office F/O	07/01/16	22.85
477-4778	CL Taitano ES	G4S Sec. Line	07/01/16	22.85
653-2400	DL Perez ES	G4S Sec. Line	07/12/16	22.85
653-2646	DL Perez ES	Main Office F/O	07/12/16	22.85
653-1725	FB Leon Guerrero MS	Main Office F/O	07/01/16	22.85
653-2090	FB Leon Guerrero MS	G4S Sec. Line	07/11/16	22.85
633-0589	Finegayan ES	Elevator Line	03/23/21	22.85
633-1521	Finegayan ES	Main Office F/O	10/06/16	22.85
633-1528	Finegayan ES	G4S Sec Line	07/08/16	22.85
734-0745	GW HS	G4S Sec. Line	07/12/16	22.85
734-2208	GW HS	G4S Sec Line -Library	07/14/16	22.85
734-8068	GW HS	Main Office F/O	08/23/16	22.85
734-8071	GW HS	G4S Sec Line	07/12/16	22.85
734-2983	HB Price ES	G4S Sec Line	08/04/16	22.85
734-7786	HB Price ES	Main office F/O	07/06/16	22.85
300-3290	HS Truman ES	Main Office F/O	11/03/17	22.85
565-0086	HS Truman ES	G4S Sec Line	08/03/16	22.85
828-2606	Inarajan ES	G4S Sec. Line	07/13/16	22.85
828-8642	Inarajan ES	Main Office F/O	07/13/16	22.85
475-0888	Inarajan MS	Main Office F/O	10/06/16	22.85
828-2107	Inarajan MS	Sec Line	07/20/16	22.85
300-3292	JFK HS	Main Office F/O	11/03/17	22.85
475-2412	JLG Rios MS	Main Office F/O	10/06/16	22.85
475-2426	JLG Rios MS	Sec Line	07/18/16	22.85
632-7102	JM Guerrero ES	Main Office F/O	07/14/16	22.85
637-0357	JM Guerrero ES	G4S Sec Line	07/14/16	22.85
477-9368	JQ San Miguel ES	Main Office F/O	07/20/16	22.85
477-9371	JQ San Miguel ES	G4S Sec Line	07/20/16	22.85
646-2234	LBJ ES	Main Office F/O	07/11/16	22.85
646-5047	LBJ ES	G4S Sec Line	07/11/16	22.85
635-1551	Liguan ES	SECURTECH SEC. LINE	10/06/16	22.85
635-1553	Liguan ES	Main Office F/O	07/01/16	22.85
635-1554	Liguan ES	Principal Office F/O	07/01/16	22.85
735-3111	LP Untalan MS	G4S Sec Line	07/15/16	22.85
735-3115	LP Untalan MS	Main Office F/O	07/15/16	22.85
565-2946	M. Sablan ES	Main Office F/O	07/01/16	22.85
565-3172	M. Sablan ES	G4S Sec Line	07/12/16	22.85
632-8090	MA Ulloa ES	Main Office F/O	07/07/16	22.85
637-2490	MA Ulloa ES	G4S Sec Line	07/07/16	22.85

**GUAM DEPARTMENT OF EDUCATION  
POTS TELEPHONE SERVICE  
BILLING FOR THE MONTH OF APRIL 2021**

<b>Tel Number</b>	<b>SITE</b>	<b>LOCATION (within Site)</b>	<b>Activation Date</b>	<b>Prorated/ Amount for Apr</b>
789-1601	MJ Lujan ES	G4S Sec Line	08/16/16	22.85
789-1688	MJ Lujan ES	Main Office F/O	10/06/16	22.85
632-0020	Machananao ES	Main Office F/O	10/27/17	22.85
635-4382	Machananao ES	G4S Sec Line	07/07/16	22.85
828-2583	Merizo ES	G4S Sec Line	07/22/16	22.85
828-8680	Merizo ES	Main Office F/O	07/22/16	22.85
565-2962	Oceanview MS	Main Office F/O	08/01/16	22.85
565-3259	Oceanview MS	G4S Sec Line	08/01/16	22.85
635-1176	Okkodo HS	Business/Admin office F/O	07/15/16	22.85
635-1177	Okkodo HS	SECURTECH SEC. LINE	08/11/16	22.85
472-4687	Ordot Chalan Pago ES	G4S Sec Line	03/01/17	22.85
477-2188	Ordot Chalan Pago ES	Main Office F/O	07/01/16	22.85
734-3972	PC Lujan ES	Main Office F/O	07/08/16	22.85
734-8727	PC Lujan ES	G4S Sec Line	08/05/16	22.85
653-3301	S. Sanchez HS - Security Line	Main Office - Security Line	07/11/16	22.85
653-3825	S. Sanchez HS - Security Line	Main Office F/O	10/06/16	22.85
653-4357	S. Sanchez HS - Security Line	Library - Security Line	07/11/16	22.85
653-8864	S. Sanchez HS (Elevator)	Elevator Line	08/04/16	22.85
300-3291	Southern HS	Main Office F/O	11/03/17	22.85
479-2105	Southern HS	G4S Sec Line - Gym	07/15/16	22.85
479-2177	Southern HS	G4S Sec Line - Main Office	07/15/16	22.85
300-3294	Talofoto ES	Main Office F/O	11/15/17	22.85
789-3218	Talofoto ES	G4S Sec Line	12/01/17	22.85
789-1173	Talofoto ES	Nurse Office F/O	12/01/17	22.85
646-8018	Tamuning ES (Elevator)	Elevator Line B	03/01/17	22.85
649-2614	Tamuning ES (Elevator)	Elevator Line A	03/01/17	22.85
649-8055	Tamuning ES	G4S Sec Line	07/01/16	22.85
646-8059	Tamuning ES	Main Office F/O	08/10/16	22.85
300-3293	Tiyan HS	Main Office F/O	11/07/17	22.85
633-1393	Upl ES	Nurse Office F/O	07/05/16	22.85
653-1371	Upl ES	G4S Sec Line	08/10/16	22.85
653-5305	Upl ES	Main Office F/O	07/18/16	22.85
632-1226	VSA Benavente MS	Main Office F/O	07/01/16	22.85
632-7528	VSA Benavente MS	G4S Sec Line	07/11/16	22.85
632-7870	Wettengel ES	G4S Sec Line	08/10/16	22.85
632-7870	Wettengel ES	Main Office F/O	07/01/16	22.85
<b>Central Offices - Tiyan</b>				
479-4470	Federal Program (CSO)	Admin Office - Ike Santos	07/05/16	22.85
477-1535	Headstart	Main Office	07/05/16	22.85
472-5003	Sup. Office (CSO)	Fax#	07/01/16	22.85
475-0457	Sup. Office (CSO)	Supt. Front Office - Published No.	07/01/16	22.85
472-1741	Tiyan - Sp Ed. GEIS	GEIS Main Office Fax#	07/05/16	22.85
472-5001	Procurement (CSO)	Main Office Fax# - Published No.	07/01/16	22.85
<b>TOTAL AMOUNT :</b>				<b>2,147.90</b>

**Amendment No. 2**  
**IFB 027-2021 Telecommunication Service – Plain Old**  
**Telephone Services (POTS)**

**ATTACHMENT C**  
**Revised Bid Form 1**

**REVISED BID FORM 1**

Amendment No. 2  
GDOE IFB 027-2021

**TELECOMMUNICATION SERVICE - PLAIN OLD TELEPHONE SERVICES (POTS)**

Monthly Recurring Charge (MRC)							MRC		MRC + MRC
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	
MRC Basic Line Rate Charge per phone line	MRC Total Surcharge Fees (such as SLI, USF, ES11, etc.)	MRC Inside Wiring Maintenance Service Charge	Total MRC Per phone line (Add Column A + Column B + Column C)	Quantity Number of POTS Line	Number of Months	MRC TOTAL COST (Multiply Column D x Column E x Column F)	NRC TOTAL COST (one-time/non-recurring charges associated with the 97 POTS Lines - such as cost for installation, activation, etc.)	TOTAL COST (Add Column G + Column H)	
Plain Old Telephone Services (POTS) - Analog	\$	\$	\$	97	36	\$	\$	\$	

\*The Price Evaluation will be based on the TOTAL COST (Column I). The Bidder should check and cross check for mathematical accuracy.

\*\*The quantity of POTS lines may increase or decrease during the term of the award.

\*\*\*The Basic Line Rate Charge and IW Maintenance Service Charge will remain fixed for the duration of the awarded term.

\*\*\*\*The Surcharge Fees may be adjusted to meet Local and Federal regulatory mandates. Bidder shall provide the Local and Federal regulatory document to support the change in surcharge fees and an itemized cost for the total surcharge fees.

PRICE LIST	
Item	Non-Recurring Charge (NRC)
Plain Old Telephone Services (POTS) - Analog	MRC One-Time Charge for New POTS Line Installation and Activation.
	MRC One-Time Charge to Relocate an Existing POTS line
	\$

By signing below, I represent that I am an authorized representative and I certify that the information provided on this Bid Form is true and correct. And by submission of this bid the company is making an offer to provide the services and products described in GDOE IFB 027-2021. I also confirm that the bid price shall remain firm and irrevocable for the term of the award.

Company Name \_\_\_\_\_

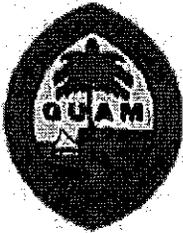
Print Name of Authorized Representative \_\_\_\_\_

Title \_\_\_\_\_

Signature of Authorized Representative \_\_\_\_\_

Date \_\_\_\_\_

( ) MARK IF YOU ARE CLAIMING STATUS AS A SERVICE-DISABLED VETERAN OWNED BUSINESS UNDER 5 GCA § 5012  
(IF ANY ALTERATIONS ARE DONE TO THIS BID COST FORM, GDOE WILL FIND BIDDER NON-RESPONSIVE)



JON I. P. FERNANDEZ  
Superintendent of Education

**DEPARTMENT OF EDUCATION  
OFFICE OF SUPPLY MANAGEMENT**

[www.gdoe.net](http://www.gdoe.net)  
501 Mariner Avenue  
B-Building, Suite 116  
Barrigada, Guam 96913  
Telephone: (671) 475-0438/Fax: (671) 472-5001  
Email: [procurement@gdoe.net](mailto:procurement@gdoe.net)



CARMEN T. CHARFAUROS  
Supply Management Administrator

**AMENDMENT ACKNOWLEDGEMENT FORM**

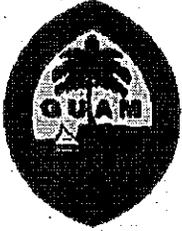
**IFB 027-2021  
Telecommunication Service – Plain Old Telephone Services (POTS)  
AMENDMENT 3**

May 24, 2021

Please review the attached document (All Notice/Amendments can be reviewed on our website). Please sign this acknowledgement page and only return this page, attention to KATHRINA O. BAYSON via fax (671) 472-5001 or via email to [kobayson@gdoe.net](mailto:kobayson@gdoe.net).

I, \_\_\_\_\_, an authorized representative of the company named below, acknowledge receipt of AMENDMENT 3 for IFB 027-2021 Telecommunication Service – Plain Old Telephone Services (POTS). Number of pages: 2 (including this coversheet).

Company Name (Print)
Print Name
Signature
Time and Date



JON J. P. FERNANDEZ  
Superintendent of Education

DEPARTMENT OF EDUCATION  
OFFICE OF SUPPLY MANAGEMENT

[www.gdoe.net](http://www.gdoe.net)  
501 Mariner Avenue  
B-Building, Suite 116  
Barrigada, Guam 96913  
Telephone: (671) 475-0438/Fax: (671) 472-5001  
Email: [procurement@gdoe.net](mailto:procurement@gdoe.net)



CARMEN T. CHARFAUROS  
Supply Management Administrator

May 24, 2021

AMENDMENT 3

**Prospective Bidders:**

Please refer to our Invitation for Bid No. 027-2021 Telecommunication Service – Plain Old Telephone Services (POTS), a copy of which was obtained by your company for consideration.

GDOE is hereby making the following changes to the IFB:

Amendment No. 2, Section 2.3.14.2 – Enhanced E-911 Event Notification

Delete Sub-Section 2.3.14.2 and 2.3.14.2.1 in its entirety.

All else remains the same.

Sincerely,

  
CARMEN T. CHARFAUROS  
Supply Management Administrator

**G072**



TELECOMMUNICATION SERVICE –  
DIGITAL TRANSMISSION SERVICES  
(DTS)

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## Invitation for Bid

No. 028-2021

Guam Department of Education  
Supply Management Office

501 MARINER AVENUE, SUITE 116  
BARRIGADA, GUAM 96913

T: +1 (671) 475-0438 / +1 (671) 300-1581

F: +1 (671) 472-5001

[www.gdoe.net/District/Department/12-  
Office-of-Supply-Management](http://www.gdoe.net/District/Department/12-Office-of-Supply-Management)

CARMEN T. CHARFAUROS

Supply Management Administrator

**G073**

**TABLE OF CONTENTS**

**Section 1 - INVITATION FOR BID (IFB) TIMELINE..... 3**

**Section 2 - PROJECT DESCRIPTION ..... 4**

**Section 3 - GENERAL INSTRUCTIONS AND GENERAL INFORMATION ..... 6**

**Section 4 - TERMS AND CONDITIONS ..... 12**

**Section 5 - FORMS REQUIRED IN RESPONSE TO IFB ..... 15**

**Section 6 - BID FORMS AND ATTACHMENTS ..... 20**

**Section 1- INVITATION FOR BID (IFB) TIMELINE**

**1.1. INVITATION FOR BID (IFB) TIMELINE**

<u>DATE</u>	<u>ACTIVITY</u>	<u>TIME</u>
Wednesday, April 28, 2021	IFB Issuance	8:00 a.m Chamorro Standard Time (ChST)
Friday, April 30, 2021	Deadline for Request to Hold Pre-Bid Conference	3:00 p.m. Chamorro Standard Time (ChST)
Wednesday, May 05, 2021	Deadline for Submission of Written Questions	3:00 p.m. Chamorro Standard Time (ChST)
Wednesday, May 12, 2021	Deadline for GDOE Response to Written Questions	5:00 p.m. Chamorro Standard Time (ChST)
Thursday, May 20, 2021	Deadline for Submission	10:00 a.m. Chamorro Standard Time (ChST)
Thursday, May 20, 2021	Public Bid Opening (via video conference)	11:30 a.m. Chamorro Standard Time (ChST)

Invitation for Bid (IFB) packages may be obtained at the GDOE's Office of Supply Management in Barrigada, Guam between 8:00 a.m. and 5:00 p.m. from Monday through Friday, excluding holidays. The IFB may also be downloaded at the GDOE's website at [www.gdoe.net/District/Department/12-Office-of-Supply-Management](http://www.gdoe.net/District/Department/12-Office-of-Supply-Management). Deadline for submission of all bids is 10:00 a.m. Chamorro Standard Time (ChST), Thursday, May 20, 2021. A non-refundable fee of \$10.00 (cash only) is required upon hard copy pick-up.

## Section 2 - PROJECT DESCRIPTION

### 2.1. PROJECT TITLE

#### GDOE IFB 028-2021 TELECOMMUNICATION SERVICE – DIGITAL TRANSMISSION SERVICES (DTS)

### 2.2. PURPOSE

The Guam Department of Education (GDOE) is seeking a vendor that is capable in providing Digital Transmission Services (DTS) for voice connectivity at GDOE schools and Central offices. The digital transmission services required are Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI), Fractional ISDN PRI, Session Initiation Protocol (SIP) Trunks, and Direct Inward Dialing (DID) a telephone service component for direct station calling into the public schools and offices.

The GDOE is currently deploying the use of ISDN PRI circuits and SIP trunks for voice connectivity at the GDOE schools and central offices – NOC. In addition, the GDOE is currently using 3550 DID number for direct station calling into the Shoretel PBX system.

GDOE may consider deploying Fractional ISDN PRI circuits if it fits the DTS needs of the school and it is the most cost effective options.

### 2.3. PROJECT DESCRIPTION

2.3.1. The Bidder shall be able to provide the ISDN PRI circuits for voice connectivity at the GDOE schools and central offices and the Public Switched Telephone Network (PSTN).

2.3.1.1. The Bidder must describe the service, the equipment necessary to utilize the service, the type of connectivity (voice, video and/or data), options if any, and the provisioning of the service to include install time, installation costs, equipment costs and any other associated cost for provisioning this service.

2.3.2. The Bidder shall be able to provide SIP Trunk services for voice connectivity.

2.3.2.1. The Bidder must describe the service, the equipment necessary to utilize the service, the type of connectivity (video and/or data), options if any, and the provisioning of the service to include installation costs, equipment costs and any other associated cost for the provisioning of this service.

2.3.3. The Bidder shall be able to provide Fractional ISDN PRI for voice connectivity at the GDOE schools and central offices and the Public Switched Telephone Network.

2.3.3.1. The Bidder must describe the service, the equipment necessary to utilize the service, the type of connectivity (voice, video and/or data), options if any, and the provisioning of the service to include installation costs, equipment cost and any other associated cost for the provisioning of this service.

2.3.3.2. GDOE may consider the deployment of Fractional ISDN PRI circuits if it is the most cost effective solution that meets the digital transmission needs for the public schools and offices.

2.3.3.2.1. The fractional PRI increments are:

2.3.3.2.1.1. Fractional ISDN PRI (8B+1D)

2.3.3.2.1.2. Fractional ISDN PRI (12B+1D)

2.3.3.2.1.3. Fractional ISDN PRI (16B+1D)

2.3.4. The Bidder must be able to exchange voice call between the PSTN and the GDOE voice network.

2.3.5. The Bidder shall provide ISDN PRI circuits and SIP trunks to GDOE schools and Central Office Network Operation Center (NOC) - FSAIS. The list of sites, its address, and the description for the required DTS at the sites are listed in the

#### ATTACHMENT A.

2.3.5.1. GDOE reserves the right to increase or decrease the quantity of digital transmission services for the term of the awarded contract.

2.3.5.2. GDOE reserves the rights to substitute the digital transmission service deployed to public schools and central offices for the duration of the contract's term.

2.3.5.2.1. Any substitution or changes to the DTS per site will be based on the awarded Bid Form prices.

2.3.6. The Bidder shall have the capacity to provision additional digital transmission services in the event that it is needed at the public schools and/or central offices.

2.3.7. The Bidder shall provide the DTS to the network Main Distribution Frame (MDF) at the schools and central office NOC.

2.3.8. The Bidder shall provide digital transmission service that is capable to pass long-distance calls to LD carrier circuits selected by GDOE.

2.3.8.1. The Bidder shall ensure the Calling Party ID is passed to the carrier circuits.

2.3.9. The Bidder shall provide a two (2) hours maximum of energy source to deliver digital transmission services in the event of a power outage.

- 2.3.10. The Bidder shall provide Direct Inward Dialing (DID) service to the ShoreTel PBX Systems that are in the schools and central offices.
  - 2.3.10.1. DID must be configurable on the ISDN PRI, Fractional PRI, and/or SIP Trunks to the ShoreTel PBX Systems.
  - 2.3.10.2. The Bidder shall provide 3550 DID numbers.
  - 2.3.10.3. The Bidder shall have the capacity to provision additional DID numbers in the event that GDOE requires additional DID numbers.
    - 2.3.10.3.1. The Bidder shall provide the DID in block of 50 numbers.
  - 2.3.10.4. GDOE reserve the right to increase or decrease the quantity of DID numbers for the duration of the contract's term.
  - 2.3.10.5. The Bidder shall use the current DID numbers that are assigned to the schools and offices.
- 2.3.11. The Bidder shall provide the ability to receive a reported service problem via local or toll free number, email, and/or website on 7x24 basis.
- 2.3.12. The Bidder must be able to be onsite to troubleshoot the reported service problem within two (2) hours during the working day and within 4 hours after working hours, weekends, and holidays after trouble call is placed.
  - 2.3.12.1. The problem must be resolved within 24 hours from the time of notification.
  - 2.3.12.2. If the problem is not resolved in this time frame, the Bidder shall then be assessed a \$100 penalty per day per site and billing will ceased for the affected sites until services is restored.
- 2.3.13. The Bidder shall provide an update to GDOE during the assessment phase of the problem and again at the end of the business day.
  - 2.3.13.1. Following the resolution to a problem, the Bidder must provide a detailed technical statement of the problem, including the total time it took to resolve a problem.
- 2.3.14. Bidder must provide daily updates on all pending trouble tickets via email to the designated GDOE personnel.
- 2.3.15. The successful Bidder shall facilitate the transition of the digital transmission services with the incumbent service provider for a seamless continuation of service.
- 2.3.16. The successful Bidder at the end of its contract term shall collaborate with GDOE and the newly awarded service provider to ensure that services are not interrupted in the transition phase.
- 2.3.17. Risk of loss for the lease services resulting from Typhoons, Earthquake, Lightning, Fire, or other acts either by man or God shall be borne by the awarded vendor at no additional cost to GDOE in restoring services to the affected sites.

#### **2.4. ADDITIONAL REQUIREMENTS**

- 2.4.1. The purchase order and/or contract will be awarded for a period of 3 years with the option for a two (2) additional one-year extensions.
- 2.4.2. Products or services must be delivered no earlier than July 01, 2021.
- 2.4.3. A \$100 penalty per day per site will be assessed for each day the Digital Transmission Service is not provided on and after July 01, 2021.

#### **2.5. PERSON'S RESPONSIBLE FOR DRAFTING SPECIFICATIONS**

Vince Dela Cruz, Data Processing Manager, GDOE

Section 3 - GENERAL INSTRUCTIONS AND GENERAL INFORMATION

3.1. GENERAL INSTRUCTIONS

Bid submissions that do not comply with the instructions contained in this section and throughout this IFB may, at the discretion of GDOE, be deemed nonresponsive and disqualified from consideration for award.

3.1.1. COMMUNICATION REGARDING THE IFB

ANY CORRESPONDENCE OR COMMUNICATION BY A POTENTIAL BIDDER WITH GDOE MUST BE MADE IN WRITING VIA EMAIL ADDRESSED TO KATHRINA O. BAYSON, BUYER SUPERVISOR II AT [kobayson@gdoe.net](mailto:kobayson@gdoe.net) or BY FACSIMILE AT 671-472-5001 OR BY HAND DELIVERY AT THE GDOE SUPPLY MANAGEMENT OFFICE. ALL WRITTEN COMMUNICATIONS MUST REFERENCE IFB 028-2021 IN THE SUBJECT OR REFERENCE LINE.

3.1.2. ALL OR NONE

This solicitation is an ALL OR NONE BID and bids will be evaluated based on the lump sum price required in the bid form for this IFB. GDOE will not make itemized awards under this IFB. Requests for itemized pricing may be made by GDOE for the purpose of establishing unit prices for change orders that may be made to the Project.

3.1.3. ACCEPTABLE FORMAT OF BIDS

Bids submitted in response to this IFB must be made in writing and on the bid form(s) contained in this IFB. For each bid, bidders should submit one (1) original and two (2) copies for a total of three (3) documents. Bidders should also submit two (2) compact discs (CD) or USB flash drives containing a complete electronic copy of the bid submittal. The bid should be submitted in a sealed envelope and delivered to the address listed in Section 3.1.4 – TIME AND DATE FOR RECEIPT OF BIDS.

The bid envelope should be plainly marked as follows:

<p>The Guam Department of Education Invitation for Bid No. 028-2021</p> <p>Bidder's Name: _____ Bidder's Address: _____ Submittal Date: ____ / ____ / ____ Submittal Time: ____ : ____ a.m./p.m.</p> <p>Attention: KATHRINA O. BAYSON BUYER SUPERVISOR II</p>
---

3.1.4. TIME AND DATE FOR RECEIPT OF BIDS

Bids must be received by GDOE no later than:

TIME: 10:00 a.m. Chamorro Standard Time (ChST)

DATE: Thursday, May 20, 2021

The GDOE Supply Management Office maintains the OFFICIAL TIME in this regard. Bids may be submitted any time before the deadline for receipt of bids.

Bids received past the time indicated above, AS IT IS INDICATED IN THE SUPPLY MANAGEMENT OFFICE, will not be considered for award.

If delivered via hand delivery, United States Postal Service, Federal Express, DHL, or other courier service, bids must be delivered to the following mailing/physical address:

MAILING/PHYSICAL ADDRESS: Guam Department of Education, Supply Management Office  
Re: IFB No. 028-2021  
501 MARINER AVENUE, SUITE 116  
BARRIGADA, GUAM 96913-1608

Due to the current COVID-19 pandemic, proper safety protocols must be adhered to. If the bid submission will be hand-delivered, delivery will be conducted via CURB-SIDE DROP OFF between Monday, May 17, 2021 through Wednesday, May 19, 2021, 9:00 a.m. to 3:00 p.m. and Thursday, May 20, 2021, 8:30 a.m. to 9:45 a.m. (15 minute intervals)

To schedule curb-side drop off, please email [kobayson@gdoe.net](mailto:kobayson@gdoe.net) and [procurement@gdoe.net](mailto:procurement@gdoe.net) with your requested date/time slot at least two (2) working days before the requested date. GDOE will then confirm the schedule or, if already taken, provide other time slot options. Please provide a description of your vehicle and the name of the individual that will be dropping off the bid submission.

All Bidders are expected to follow proper safety procedures, which include, but are not limited to:

- Individual is expected to sanitize hands prior to the exchange.
- Face Mask / Shield must be properly worn AT ALL TIMES during the transaction.
- Individual must remain inside the vehicle until the Procurement Official signals him/her to exit the vehicle.
- Once instructed by the Procurement Official, Individual must place the bid submission in the designated container.
- The Procurement Official and the individual must maintain a minimum 6-foot distance throughout the entire exchange.

### 3.1.5. RECEIPT AND OPENING OF BIDS

Bids sent via fax or email will not be considered. Bid shall be hand delivered or mailed at the address specified on Section 3.1.4 - TIME AND DATE FOR RECEIPT OF BIDS. Bids delivered through mail and received after the submission date and time will not be considered for award.

In order to adhere to social distancing requirements, bids shall be opened publicly via video conference on the time and date specified below:

TIME: 11:30 a.m. Chamorro Standard Time (CHST)  
DATE: Thursday, May 20, 2021

Bidders may access the public bid opening by going to the link below:

Link: <https://gdoe.zoom.us/j/96118093287>  
Meeting ID: 961 1809 3287  
Password: IFB0282021

### 3.1.6. BID SUBMISSION FORM

All bids must be submitted on the Bid Form included with this IFB. Bidders may type or handwrite in ink their responses in the blank spaces provided on the bid form. Bids submitted in any other format will be deemed nonresponsive and disqualified from participation in this solicitation. ALL SECTIONS OF THE BID FORM MUST BE FILLED IN TO BE CONSIDERED FOR AWARD.

### 3.1.7. IRREVOCABLE BID PRICE

Submitted bids must remain valid for at least ninety (90) days after the deadline for submission. Once awarded, prices shall remain firm throughout the term of this bid and all renewals thereafter.

### 3.1.8. ALTERNATE OR MULTIPLE BIDS NOT ACCEPTED

Alternate or multiple bids will not be accepted. Any Bidder submitting alternate, multiple, or otherwise altered bid forms will be deemed nonresponsive and disqualified from this solicitation.

### 3.1.9. LATE BIDS NOT ACCEPTED

Bids received after the time and date specified in Section 3.1.4 - TIME AND DATE FOR RECEIPT OF BIDS will be considered nonresponsive and disqualified from consideration for award.

### 3.1.10. MODIFICATION OR WITHDRAWAL OF BIDS

Bids may be modified or withdrawn by written notice received from the Bidder prior to the time and date set for bid opening. Negligence from the Bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

### 3.1.11. TRADE SECRETS AND OTHER PROPRIETARY DATA

Bidder must complete and submit GDOE Procurement Form 004 with the bid, whether or not the Bidder wishes to designate information within a bid as a Trade Secret or other Proprietary Information.

Blanket designations of confidentiality placed on the front cover of a bid will not be accepted as a valid designation of proprietary information. Every item, page, section or subsection that the Bidder wishes to designate as a trade secret or proprietary data should be listed on GDOE Procurement Form 004 and also clearly marked and separable from the remainder 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.*

### 3.1.12. ACKNOWLEDGEMENT OF AMENDMENTS TO IFB

This IFB may not be modified unless done by an Amendment made in writing by the GDOE Supply Management Administrator. Bidders must acknowledge in writing the receipt of any amendments to this IFB. Each amendment will contain an Amendment Acknowledgement Form. For each amendment, bidders must sign the Acknowledgment Form and return the signed copy via email or fax to GDOE. Signed Acknowledgment Forms for every amendment must also be included with the bid submission. Bidders who fail to properly submit Amendment Acknowledgment Forms may be deemed nonresponsive and disqualified from participating in this solicitation. Other than fax and email, Amendments and Clarifications may be downloaded or accessed through the GDOE website at <https://www.gdoe.net/District/Department/12-Office-of-Supply-Management>. Prospective Bidders are solely responsible for checking the website on a daily basis.

### 3.1.13. PRE-BID CONFERENCE

GDOE may, at its discretion, conduct a pre-bid conference in accordance with 2 GAR Div 4 §3109(g)(4). In the event a pre-bid conference is scheduled, GDOE will announce the time and place of the conference to all prospective bidders known to have received an IFB.

Any potential bidder may submit a request for a pre-bid conference in writing to the attention of KATHRINA O. BAYSON, BUYER SUPERVISOR II no later than:

TIME: 3:00 p.m. Chamorro Standard Time (ChST)  
DATE: Friday, April 30, 2021

In the event that GDOE determines to hold a pre-bid conference, all potential bidders, that is all bidders who have requested and received an IFB packet from GDOE, will be informed of the date, time, location and requirements of the pre-bid conference. A summary or minutes of a pre-bid conference will be made available to all potential bidders.

At any pre-bid conference or site visit, GDOE may provide verbal answers to verbal questions from potential bidders. **AT NO TIME SHALL A VERBAL ANSWER BE CONSIDERED AN OFFICIAL GDOE RESPONSE.** All questions must be submitted in accordance with Section 3.1.14 – PRE-BID WRITTEN QUESTIONS. Only written answers may be relied upon.

### 3.1.14. PRE-BID WRITTEN QUESTIONS

Potential bidders may submit written questions concerning this IFB before the time and date listed below. Questions must be submitted in writing according to the instructions contained in Section 3.1.1 – COMMUNICATION REGARDING THE IFB. All questions and responses will be made available in writing to every potential bidder. Questions submitted after the time and date below will not be considered or answered.

Questions regarding this IFB must be received in writing by GDOE no later than:

TIME: 3:00 p.m. Chamorro Standard Time (ChST)  
DATE: Wednesday, May 05, 2021

### 3.1.15. EXPLANATION TO BIDDERS

No oral explanation in regards to the meaning of the specification will be made and no oral instructions will be given before the award of the IFB. Discrepancies, omissions, or doubts as to the meaning of the specifications should be communicated in writing to the named contact individual of GDOE for interpretation before the deadline for written questions specified in Section 3.1.14 – PRE-BID WRITTEN QUESTIONS. Bidders should act promptly and allow sufficient time for a reply to reach them before submission of their bid. Interpretation, if required, shall be made in the form of an amendment to the IFB, which will be forwarded to all prospective Bidders.

### 3.1.16. BOND REQUIREMENTS, PERFORMANCE, AND PAYMENT GUARANTEES

Pursuant to 5 GCA §5212, A Bid Security is REQUIRED for this IFB. A bid guarantee or bid bond in the amount of not less than fifteen percent (15%) of the bidder's total bid price must be included with the bid. The bid guarantee may be in the form of a surety bond issued by a surety company authorized to do business in Guam, or in the form of a cashier's check, a certified check or a letter of credit.

If providing a surety bond, bidders are required to submit the Bid Bond Form - GDOE Procurement Form 001. Bidders providing security in the form of a bank certified check or a letter of credit should submit the check or letter of credit and a copy of same with the bid submission.

*Failure to comply with the security requirements of this IFB shall result in a bid being deemed nonresponsive.*

Surety bonds must be signed or countersigned in Guam by a foreign or alien surety's resident general agent. The surety must be a company, authorized by the Government of Guam and qualified to do business on 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 on Guam.

### 3.2. GENERAL INFORMATION

#### 3.2.1. EVALUATION FACTORS FOR AWARD

Determination of an award pursuant to this IFB will be made based on the *lowest, most responsive and responsible bid(s)*.

GDOE reserves the right to disqualify bids that are deemed to be nonresponsive, regardless of whether the bid is determined to contain the lowest price. GDOE reserves the right to waive any minor informality or irregularity in the bids received.

In determining the lowest responsive bidder, GDOE will be guided by the following evaluation factors:

- a) Price of overall performance and delivery.
- b) Responsiveness to the requirements of this IFB.

**Tie Bids:** In the event GDOE receives lowest responsive bids from responsible bidders that are identical in price, determination of award will be made pursuant to 2 GAR Div. 4 §3109.

#### 3.2.2. DETERMINATION OF RESPONSIBILITY

Responsibility of a bidder will be determined in accordance with 2 GAR Div. 4 §3116. Bidders should be prepared to promptly provide to GDOE information relating to the bidder's responsibility. Such information may include but is not limited to documentation of financial, personnel, and other resources; expertise; or records of performance. Failure of a bidder to comply with a request by GDOE for information relating to responsibility may result in a determination that a bidder is not responsible and therefore disqualified from an award.

Pursuant to 5 GCA §5201(g), responsiveness of a bidder will be determined by compliance with the requirements of this IFB.

#### 3.2.3. NOTICE OF AWARD

Bidders submitting bids in response to this IFB will be notified in writing if their bid is determined to be the lowest most responsive and responsible bid. For solicitations over \$25,000, all bidders submitting bids will be notified in writing of the successfulness or unsuccessfulness of their response to this IFB. Written notice of award will be public information and made a part of the procurement file.

A sample agreement is included in this IFB as ATTACHMENT B. GDOE reserves the right to alter the sample agreement as allowed by applicable law or regulation.

#### 3.2.4. DURATION OF AWARD

The duration of this award shall be for three (3) years upon receipt of the Executed Agreement and/or purchase order but no earlier than July 1, 2021 with the option to renew for up to two (2) additional one-year periods, subject to the availability of funds and subject to the terms of this IFB and to the terms of the contract agreement.

In the event of contract cancellation due to unavailability of funds, Bidder will be reimbursed for unamortized, reasonably incurred, non-recurring costs. If contract is cancelled for lack of funds, Government will timely inform Contractor; but that neither party's rights under termination clause are affected.

**3.2.5. OPTION TO RENEW**

GDOE reserves the right to exercise its option to renew as specified in Section 3.2.4 - DURATION OF AWARD upon notification and mutual agreement/consent of both parties, and is subject to the availability of funds.

**3.2.6. SPECIAL PERMITS AND LICENSES**

The Bidder shall, at its own expense, procure all permits, certificates, and licenses and give all notices and necessary reports required by law for this IFB. Failure to maintain required licenses or permits shall be grounds for immediate termination of the contract.

**3.2.7. CONTRACT TYPE**

A Firm Fixed Price agreement will be consummated between the most responsible bidder and GDOE.

**3.2.8. FUNDING SOURCE**

This project is 100% locally funded.

**3.2.9. DELIVERY OF GOODS**

Bidder(s) who are awarded this solicitation guarantees that goods will be delivered or required services performed within the time specified. GDOE will issue a Notice to Proceed (NTP) and/or Purchase Order prior to commencement of the order.

Destination: Successful bidder(s) must deliver in accordance to the location specified on the GDOE Purchase Order.

**3.2.10. METHOD OF PAYMENT**

The successful Bidder shall submit Invoice(s) to GDOE for payment upon delivery of goods or required services as defined in Section 3.2.9 -- DELIVERY OF GOODS.

**3.2.11. INSPECTION AND ACCEPTANCE OF GOODS**

Bidders submitting bids in response to this IFB should be aware that GDOE will inspect and test all goods, supplies, materials or equipment delivered in response to this IFB. GDOE reserves the right to reject and, at its discretion, require replacement of those items that are determined to be defective in material, construction, workmanship, manufacturing, or performance and/or that do not conform to the specifications described in this IFB.

**3.2.12. VENDOR PERFORMANCE**

Bidder(s) who are awarded this solicitation may, at the discretion of GDOE, be monitored and assessed based on their performance. Vendor performance will be reviewed before, during, and after the supplies or services have been delivered or performed.

The GDOE Supply Management Administrator or his/her designee may meet periodically with the selected Bidder for the purpose of reviewing progress and providing necessary guidance to the Bidder in solving issues.

**3.2.13. JUSTIFICATION OF DELAY**

If the Bidder cannot comply with the completion requirement agreed upon, it is the Bidder's responsibility to advise GDOE in writing explaining the cause and reasons of the delay. GDOE may make a reasonable extension of time.

**3.2.14. LIQUIDATED DAMAGES**

When the Contractor is given notice of delay or nonperformance as specified in 2GAR Div 4 § 6101(8) of the Termination for Default Clause of this IFB and fails to cure in the time specified, the Contractor shall be liable for damages for delay in the amount of one-fourth of one-percent (1%) of outstanding order per calendar day from date set for cure until either the territory reasonably obtains similar supplies or services if the vendor is terminated for default, or until the vendor provides the supplies or services if the vendor is not terminated for default. To the extent that the vendor's delay or nonperformance is excused under 2GAR Div 4 § 6101(8) (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this IFB, liquidated damages shall not be due the territory. The Contractor remains liable for damages caused other than delay.

**3.2.15. PHYSICAL LIABILITY**

If it becomes necessary for the Vendor, either as principal, agent or employee, to enter upon the premises or property of Guam Department of Education 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 work

herein covered, and to be responsible for, and to indemnify and save harmless the Guam Department of Education 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 Guam Department of Education against any claim for loss, damage or injury to property or persons arising out of the performance of the Contractor or his employees and agents of the services covered by the contract and the use, misuse or failure of any equipment used by the contractor or his employees or agents, and shall provide certificates of such insurance to the Guam Department of Education when required.

**3.2.16. TAXES**

All bidders are responsible for any taxes or fees that may be assessed or due for performance of work or delivery of services pursuant to this IFB. Specific information regarding Guam taxes may be obtained from the Guam Department of Revenue and Taxation.

**3.2.17. AUTHORITY TO ISSUE THIS IFB**

This solicitation is issued subject to the Guam Procurement Act (SGCA Chapter 5) and applicable Guam Procurement Regulations.

**3.2.18. COSTS OF BID PREPARATION**

All costs associated with preparation of a bid in response to this IFB shall be solely the Bidder's responsibility. GDOE shall not be liable for any costs incurred by a potential Bidder for the preparation of a bid.

**3.2.19. BID SAMPLES AND DESCRIPTIVE LITERATURE**

Pursuant to 2 GAR Div 4 §3109(e)(3), bid samples or descriptive literature should not be submitted to GDOE unless expressly requested within this IFB. Regardless of any condition set by a bidder, unsolicited bid samples or descriptive literature will not be examined, tested, or deemed to vary any of the requirements of this IFB.

**3.2.20. BRAND NAME OR EQUAL**

Pursuant to 2 GAR Div 4 §4103(b)(v), Any brand names used in this IFB are for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition. Substantially equivalent products to the brand specified will be considered for award.

**3.2.21. CANCELLATION OF CONTRACTS**

Pursuant to 2 GAR Div 4 §3121(e)(1)(G), in the event of a cancellation due to unavailability of funds, GDOE will notify the Contractor on a timely basis, and Contractor will be reimbursed the unamortized, reasonably incurred, nonrecurring costs. If contract is cancelled for lack of funds, Government will timely inform Contractor; but that neither party's rights under termination clause are affected.

## Section 4 - TERMS AND CONDITIONS

### 4.1. REFERENCE TO LAW AND REGULATIONS

Bids submitted in response to this IFB must fulfill the requirements identified in this IFB. Each of the forms identified herein must be completed and returned according to the instructions provided. The term "GCA" refers to the Guam Code Annotated. The term "GAR" refers to the Guam Administrative Regulations, Division 4, Procurement Regulations. Administration of this IFB shall be subject to the Guam Procurement Law at 5 GCA Chapter 5 and the procurement regulations at 2 GAR Division 4.

### 4.2. LIST OF FORMS REQUIRED FOR ALL SOLICITATIONS

Bidders must complete and submit originals of the forms identified throughout this IFB and collectively listed in Section 5 - FORMS REQUIRED IN RESPONSE TO IFB.

### 4.3. LAWS TO BE OBSERVED

The Bidder should be familiar with federal and local laws, codes, ordinances, and regulations, which, in any manner, affect those engaged or employed in the work, or the material or equipment, used in or upon the site, or in any way affect the conduct of the work. No misunderstanding or ignorance on the part of the Bidder will, in any way, serve to modify the provision of the contract.

### 4.4. LICENSE TO CONDUCT BUSINESS ON GUAM; POLICY OF LOCAL PROCUREMENT

Bidders providing supplies or services pursuant to this IFB are subject to licensure requirements in accordance with 5 GCA § 5008. Inquiries about obtaining a Guam business license should be directed to the Guam Department of Revenue and Taxation.

Preferential selection of a bidder licensed to do business on Guam and that maintains an office or other facility on Guam for an award pursuant to this IFB may be made in accordance with 5 GCA §5008. GDOE Procurement Form 005 must be completed and included with the Bid.

### 4.5. DISCLOSURE OF OWNERSHIP AND COMMISSIONS

Bidders must expressly identify all major shareholders in accordance with 5 GCA § 5233. AG Procurement Form 002 (Rev. Nov. 17, 2005) must be completed and included with the Bid.

### 4.6. BIDDERS CERTIFY THAT PRICE OR OFFER WAS INDEPENDENTLY ARRIVED AT WITHOUT COLLUSION

Bidders must certify that the submitted price or offer was independently arrived at without collusion in accordance with 2 GAR Div. 4 § 3126(b). AG Procurement Form 003 (Jul. 12, 2010) must be completed and included with the Bid.

### 4.7. PROHIBITION AGAINST GRATUITIES AND KICKBACKS

Bidders must certify to the best of their knowledge that neither they, nor any of their officers, representatives, agents, subcontractors, or employees, have violated or are violating the prohibition against gratuities and kickbacks set forth in 5 GCA §5630.

Bidders must certify to the best of their knowledge that neither they, nor any of their 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 bidder's response to this IFB. 5 GCA § 5630(c); 2 GAR Div. 4 § 11107(3) and 11107(4)(e). AG Procurement Form 004 (Jul. 12, 2010) must be completed and included with the Bid.

### 4.8. REPRESENTATION REGARDING ETHICAL STANDARDS

Bidders must affirm that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations. AG Procurement Form 005 (Jul. 12, 2010) must be completed and included with the Bid.

### 4.9. REPRESENTATION REGARDING CONTINGENT FEES

Bidders must affirm that it has not retained a person to solicit or secure a territorial 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, in accordance with 5 GCA § 5631. AG Procurement Form 007 (Jul. 12, 2010) must be completed and included with the Bid.

#### 4.10. PROHIBITION AGAINST EMPLOYMENT OF SEX OFFENDERS

Any entity providing services pursuant to this IFB is prohibited from employing sex offenders to provide the goods or services procured through this IFB, in accordance with 5 GCA § 5253, which states:

##### **§5253. Restriction Against Contractors Employing Convicted Sex Offenders from Working at Government of Guam Venues.**

- (a) No person convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA in Guam, or an offense in any jurisdiction which includes, at a minimum, all of the elements of said offenses, or who is listed on the Sex Offender Registry, and who is employed by a business contracted to perform services for an agency or instrumentality of the government of Guam, shall work for his employer on the property of the government of Guam other than a public highway.
- (b) All contracts for services to agencies listed herein shall include the following provisions: (1) warranties 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 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; and (2) that if any person providing services on behalf of the 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.
- ...
- (d) any contractor found in violation of §5253(b), 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 within the stipulated period may result in the temporary suspension of the contract at the discretion of the contracting authority.

SOURCE: Added by P.L. 28-24:2. Amended by P.L. 28-98:2 (Feb. 7, 2006).

**GDOE Procurement Form 002 must be completed and included with the Bid.**

#### 4.11. WAGE AND BENEFIT DETERMINATION FOR SERVICES

Bidders must pay employees providing services procured through this IFB in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam. 5 GCA § 5801 and § 5802, as applicable. A copy of the most recent wage determination is included herein. The Wage Determination for Guam and the Northern Mariana Islands also can be found on the following website: [www.beta.sam.gov](http://www.beta.sam.gov).

Bidders submitting bids in response to this IFB must provide health and similar benefits for employees, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by U.S. Department of Labor and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee in accordance to 5 GCA §5802. **AG Procurement Form 006 (Feb. 16, 2010) must be completed and included with the Bid.**

#### 4.12. EQUAL EMPLOYMENT OPPORTUNITY

Section 3.01 of the Executive Order 10935 dated March 7, 1965 requires the Bidder not to discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Bidder will take affirmative action to ensure that employees are treated equally during employment without regard to their race, creed, color or national origin.

#### 4.13. MANDATORY DISPUTES CLAUSE

In accordance with Guam procurement law, all controversies between the territory and the Contractor which arise under, or by virtue of, this contract and which are not resolved by mutual agreement, shall be decided by the GDOE procurement officer in writing, within 60 days after written request by the Contractor for a final decision concerning the controversy; provided however that if the procurement officer does not issue a written decision within 60 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Contractor may proceed as if an adverse decision had been received. The procurement officer shall immediately furnish a copy of the decision to the Contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt. Any such decision shall be final and conclusive, unless fraudulent, or the Contractor brings an action seeking review of the decision before the Guam Office of Public Accountability. The Contractor shall comply with any decision of the procurement officer and proceed diligently with performance of this contract pending final resolution by the Office of Public Accountability or the Superior Court of Guam of any controversy arising under or by virtue of this contract, except where there has been a material breach of the contract by GDOE; provided, however, that in any

event the Contractor shall proceed diligently with the performance of the contract where GDOE has made a written determination that continuation of work under the contract is essential to public health and safety.

Any disputes for expenses incurred in reliance upon this Agreement shall be subject to the Government Claims Act found at Title 5, Guam Code Annotated, Chapter 6.

**4.14. DISABLED VETS: POLICY IN FAVOR OF SERVICE-DISABLED VETERAN OWNED BUSINESS**

Pursuant to 5 GCA §5012, a bidder may qualify as a service-disabled veteran owned business if the following conditions apply: (a) the business is licensed to do business on Guam; maintains its headquarters on Guam; and is at least fifty-one percent owned by a service-disabled veteran who served in active U.S. military service, was discharged or released under honorable conditions, and whose disability is certified as service connected by a DD214 form and disability award letter from the U.S. Department of Veterans Affairs; and (b) the service-disabled owner of the business has filed individual tax returns on Guam for a period of at least three consecutive years prior to bidding on this IFB.

Notice of Service-Disabled Veteran Owned Business must be submitted with the bid by checking the appropriate box on the bid form and including a DD214 form and disability award letter with the bid form. The GDOE Supply Management Administrator will issue written notice to all bidders if any bidder is determined to be a qualified service-disabled veteran owned business pursuant to 5 GCA §5012. If a bidder is determined to be qualified under §5012, the requirements of 5 GCA §5011 shall apply to an award pursuant to this IFB.

**4.15. RIGHT OF GDOE TO CANCEL OR REJECT BIDS**

GDOE reserves the right to cancel this IFB at any time when it is in the best interests of the Department, in accordance with 5 GCA §5225 and 2 GAR Div. 4 §3115(c).

GDOE reserves the right to reject any bid in whole or in part when it is in the best interests of the Department, in accordance with 2 GAR Div.4 §3115(e)(2).

GDOE may resolicit for bids when it is deemed to be in the best interest of GDOE.

**Section 5 - FORMS REQUIRED IN RESPONSE TO IFB**

Bids must contain signed and, where required, notarized originals of the forms listed below.

	<u>Form Name</u>	<u>Form Title</u>
1.	GDOE Procurement Form 001	BID BOND FORM
2.	GDOE Procurement Form 002	SPECIAL PROVISIONS – RESTRICTION AGAINST SEX OFFENDERS
3.	GDOE Procurement Form 004	INVITATION FOR BID – DESIGNATION OF PROPRIETARY INFORMATION
4.	GDOE Procurement Form 005	LOCAL PROCUREMENT PREFERENCE APPLICATION
5.	AG Procurement Form 002 (Rev. Nov. 17, 2005) <i>** Located under Section 6 Attachments**</i>	AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSIONS
6.	AG Procurement Form 003 (Jul. 12, 2010) <i>** Located under Section 6 Attachments**</i>	AFFIDAVIT re NON-COLLUSION
7.	AG Procurement Form 004 (Jul. 12, 2010) <i>** Located under Section 6 Attachments**</i>	AFFIDAVIT re NO GRATUITIES or KICKBACKS
8.	AG Procurement Form 005 (Jul. 12, 2010) <i>** Located under Section 6 Attachments**</i>	AFFIDAVIT re ETHICAL STANDARDS
9.	AG Procurement Form 006 (Feb. 16, 2010) <i>** Located under Section 6 Attachments**</i>	DECLARATION re COMPLIANCE WITH U.S. DOL WAGE DETERMINATION (Including a supplemental copy of the U.S. DOL WAGE DETERMINATION RATES)
10.	AG Procurement Form 007 (Jul. 15, 2010) <i>** Located under Section 6 Attachments**</i>	AFFIDAVIT re CONTINGENT FEES

**GOVERNMENT OF GUAM  
 GUAM DEPARTMENT OF EDUCATION  
 501 MARINER AVENUE, SUITE 116  
 BARRIGADA, GUAM 96913  
 TEL: 671-475-0438 | FAX: 671-475-5001**



**BID BOND**

No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS that we \_\_\_\_\_, as Principal hereinafter called the Principal, and Bonding Company, \_\_\_\_\_

\_\_\_\_\_ a corporation duly organized 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 well 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 IFB No. 028-2021: TELECOMMUNICATION SERVICE – DIGITAL TRANSMISSION SERVICES (DTS)**

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 the 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 of Bids then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
 (PRINCIPAL) (SEAL)

\_\_\_\_\_  
 (WITNESS)

\_\_\_\_\_  
 (WITNESS)

\_\_\_\_\_  
 (TITLE)

\_\_\_\_\_  
 (SURETY) (SEAL)

\_\_\_\_\_  
 (TITLE)

\_\_\_\_\_  
 (ATTORNEY-IN-FACT)

**THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH THE FORMAL BID DOCUMENTS IF THE BIDDER IS PROVIDING A SURETY BOND FOR SECURITY.  
 GDDE Procurement Form 001**

**SPECIAL PROVISIONS**



**RE: GDOE IFB 028-2021  
TELECOMMUNICATION SERVICE – DIGITAL TRANSMISSION SERVICES (DTS)**

**Restriction against Sex Offenders Employed by Service Providers to  
Government of Guam from working on Government Property**

\_\_\_\_\_(COMPANY NAME, hereafter the "Bidder") hereby warrants that if awarded a contract or purchase order pursuant to the IFB referenced above, it shall comply with the provisions of 5 GCA §5253, specifically 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 pursuant to the IFB while on government of Guam property, with the exception of public highways. If any employee is providing services on government property and is convicted subsequent to an award of a contract, then the bidder warrants that it will notify the Guam Department of Education ("GDOE") 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 bidder is found to be in violation of any of the provisions of this paragraph, then GDOE will give notice to the bidder to take corrective action. The bidder shall take corrective action within twenty-four (24) hours of notice from the Government, and shall notify the Government when action has been taken. If the bidder fails to take corrective steps within twenty-four (24) hours of notice from GDOE, then GDOE in its sole discretion may temporarily suspend the contract or purchase order.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
NAME OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
SIGNATURE/DATE

**THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH THE FORMAL BID DOCUMENTS.  
GDOE Procurement Form 002**

DEPARTMENT OF EDUCATION  
OFFICE OF SUPPLY MANAGEMENT  
501 MARINER AVENUE, SUITE 116  
BARRIGADA, GUAM 96913  
Telephone: (671) 475-0438/Fax: (671) 472-5001



**INVITATION FOR BID - PROPRIETARY DATA DESIGNATION FORM**

**TELECOMMUNICATION SERVICE – DIGITAL TRANSMISSION SERVICES (DTS)**

**INVITATION FOR BID (IFB): 028-2021**

Pursuant to 2 GAR §3109(I)(2),

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 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 2 GAR §3109(I)(3).

*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 and makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary.*

Disagreements as to whether information will be considered proprietary will be resolved pursuant to 2 GAR §3109(I)(3).

Bidders wishing to designate information as proprietary must clearly mark such sections within the bid and identify the corresponding sections and page numbers below and return this form with the bid.

I, \_\_\_\_\_, an authorized representative of \_\_\_\_\_, hereby request that the sections and page numbers listed below of the bid submitted in response to GDOE IFB No. 028-2021 be considered a trade secret or proprietary data and therefore exempt from public disclosure:

---

---

Name: \_\_\_\_\_

Signature

Title: \_\_\_\_\_

Company: \_\_\_\_\_

**THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH THE FORMAL BID DOCUMENTS.**  
**GDOE Procurement Form 004**

DEPARTMENT OF EDUCATION  
OFFICE OF SUPPLY MANAGEMENT  
501 MARINER AVENUE, SUITE 116  
BARRIGADA, GUAM 96913  
Telephone: (671) 475-0438/Fax: (671) 472-5001



**LOCAL PROCUREMENT PREFERENCE APPLICATION**

Based on the law stipulated below, please place a check or mark an "x" on the (1-4) block indicating the section that applies to your business:

5GCA, Chapter 5, Section 5008 titled "Policy in Favor of Local Procurement" of the Guam Procurement Law and the Department of Education Procurement Regulations Section 1.7 States that all procurement of supplies and services shall be made from among business licensed to do business on Guam and that maintain an office or other facility on Guam, whenever a business that is willing to be a contractor is:

- 1. A licensed bona fide manufacturing business that adds at least twenty-five percent (25%) of the value of an item, not to include administrative overhead, using workers who are U.S. Citizens or lawfully admitted permanent residents or nationals of the United States, or persons who are lawfully admitted to the United States to work, based on their former citizenship in the Trust Territory of the Pacific Islands;
- 2. A business that regularly carries an inventory for regular immediate sale of at least fifty percent (50%) of the items of supplies to be procured;
- 3. A business that has a bona fide retail or wholesale business location that regularly carries an inventory on Guam of a value of at least one half of the value of the bid or one hundred fifty thousand dollars (\$150,000), whichever is less, of supplies and items of a similar nature to those being sought; or
- 4. A service business actually in business, doing a substantial portion of its business on Guam, and hiring at least ninety-five percent (95%) U.S. Citizens lawfully admitted permanent residents or nationals of the United States to work, based on their citizenship in any of the nation's previously comprising the Trust Territory of the Pacific Islands.

Procurement of supplies and services from off-Guam may be made if no local agent for such supplies or services may be found on Guam or if the total cost F.O.B. job-site, unloaded, of procurement from off-island is not greater than eighty-five percent (85%) of the total cost F.O.B. job-site, unloaded, of the same supplies or services when procured from a local source. Justification for off-island procurement must be submitted in writing to the Superintendent of Education or his designee.

1. I, \_\_\_\_\_, representative for \_\_\_\_\_, have read the requirements of the law cited above and do hereby qualify and elect to be given the Local Procurement Preference for IFB No. 028-2021. By filling in this information and placing my signature below, I understand that Guam Department of Education will review my application and shall determine whether or not the fifteen percent (15%) preference will be applied for GDOE IFB No. 028-2021.

2. I, \_\_\_\_\_, representative for \_\_\_\_\_, have read the requirements of the law cited above and do not wish to apply for the Local Procurement Preference for GDOE IFB No. 028-2021.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Tel #: \_\_\_\_\_

Address: \_\_\_\_\_

Fax #: \_\_\_\_\_

Email: \_\_\_\_\_

**THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH THE FORMAL BID DOCUMENTS.**  
**GDOE Procurement Form 005**

**Section 6 - BID FORMS AND ATTACHMENTS**

Please see the following pages for the bid form(s) and other attachments referenced in this IFB.

***(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)***

**BID FORM**

GDOE IFR 028-2021

**TELECOMMUNICATION SERVICE - DIGITAL TRANSMISSION SERVICES (DTS)**

Line Item No.	Services	Description	MONTHLY RECURRING CHARGES (MRC) / NON-RECURRING CHARGES (NRC)							(I) TOTAL COST (Multiply Column G x Column H)
			(A) MRC BASIC MONTHLY RATE CHANGE	(B) MRC Total Surcharge Fees (such as SIC, USF, E911, etc.)	(C) MRC Per Unit (Add column A + column B)	(D) Number of Months	(E) MRC For 36 Months (Multiply Column C x Column D)	(F) NRC One-time Charge PER UNIT for INSTALLATION	(G) SUB-TOTAL MRC for 36 Months plus NRC Per Unit (Add Column E + Column F)	
1	ISDN PRI	Integrated Services Digital Network Primary Rate Interface (ISDN PRI) (2BR+1D)	\$	\$	\$	36	\$	\$	41	\$
2	SP Trunk	Session Initiation Protocol (SIP) Trunk	\$	\$	\$	36	\$	\$	23	\$
3	DID Number	3550 DID Numbers	\$	\$	\$	36	\$	\$	1	\$
			<b>PRICE EVALUATION - (Add Line Item 1 + Line Item 2 + Line Item 3) TOTAL COST:</b>							\$

\*The Price Evaluation will be based on the TOTAL COST. The Bidder shall complete the information requested on the Bid Form to support the Total Cost. Any column left blank will be interpreted as No Charge Applies. The Bidder shall check and cross check for mathematical accuracy.  
 \*GDOE may increase, decrease the quantity of the DTS and/or substitute/change the digital transmission services to the public schools and central offices for the duration of the award.  
 \*The Basic Monthly Rate Change and NRC will remain fixed and the MRC Surcharge fees may be adjusted to meet Local and Federal regulatory mandates for the duration of the contract's term. Bidder shall provide the local and/or Federal regulatory document to support the change in surcharges / etc.

Services	Description	PRICE LIST	
		MRC BASIC MONTHLY RATE CHANGE	NRC One-time Charge PER UNIT for INSTALLATION
Fractional PRI - 8	Fractional ISDN PRI (6B+1D)	\$	\$
Fractional PRI - 12	Fractional ISDN PRI (10B+1D)	\$	\$
Fractional PRI - 16	Fractional ISDN PRI (17B+1D)	\$	\$
DID Number - 50	DID Number Block of 50 numbers	\$	\$

\* Fractional PRI and DID Number Block of 50 number is listed for pricing should GDOE requires the need for services.

**BIDDER REPRESENTATION**

By signing below, I represent that I am an authorized representative and I certify that the information provided on this Bid Form is true and correct. And by submission of this bid the company is making an offer to provide the services and products described in GDOE IFR 028-2021. I also confirm that the bid price shall remain firm and irrevocable for the term of the award.

Company Name \_\_\_\_\_

Print Name of Authorized Representative \_\_\_\_\_

Signature of Authorized Representative \_\_\_\_\_

( / ) MARK IF YOU ARE CLAIMING STATUS AS A SERVICE-DISABLED VETERAN OWNED BUSINESS UNDER 5 GLA § 5011 (IF ANY ALTERATIONS ARE DONE TO THIS BID COST FORM, GDOE WILL FIND BIDDER NON-RESPONSIVE)

Title \_\_\_\_\_

Date \_\_\_\_\_

**AFFIDAVIT DISCLOSING OWNERSHIP AND COMMISSIONS**

CITY OF \_\_\_\_\_ )  
 ) SS.  
 ISLAND OF GUAM )

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

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

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

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

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

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

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

\_\_\_\_\_  
 Signature of one of the following:

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

Subscribed and sworn to before me  
 this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
 NOTARY PUBLIC  
 My commission expires: \_\_\_\_\_









"REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

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

Daniel W. Simms  
Director  
Division of  
Wage Determinations

Wage Determination No.: 2015-5693  
Revision No.: 12  
Date Of Last Revision: 12/21/2020

Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2021. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://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		13.57
01022 - Accounting Clerk II		15.23
01033 - Accounting Clerk III		17.04
01020 - Administrative Assistant		21.43
01035 - Court Reporter		17.40
01041 - Customer Service Representative I		11.51
01042 - Customer Service Representative II		12.94
01043 - Customer Service Representative III		14.12
01051 - Data Entry Operator I		12.15
01052 - Data Entry Operator II		13.25
01060 - Dispatcher Motor Vehicle		15.81
01070 - Document Preparation Clerk		13.85
01090 - Duplicating Machine Operator		13.85
01111 - General Clerk I		10.35
01112 - General Clerk II		11.29
01113 - General Clerk III		12.68
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		21.78
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		14.00
01410 - Supply Technician		21.43
01420 - Survey Worker		16.79
01460 - Switchboard Operator/Receptionist		9.67
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		14.82
05010 - Automotive Electrician		13.92
05040 - Automotive Glass Installer		13.02
05070 - Automotive Worker		13.02
05110 - Mobile Equipment Servicer		11.16
05130 - Motor Equipment Metal Mechanic		14.82
05160 - Motor Equipment Metal Worker		13.02

05190 - Motor Vehicle Mechanic	14.82
05220 - Motor Vehicle Mechanic Helper	10.22
05250 - Motor Vehicle Upholstery Worker	12.11
05280 - Motor Vehicle Wrecker	13.02
05310 - Painter Automotive	13.92
05340 - Radiator Repair Specialist	13.02
05370 - Tire Repairer	12.34
05400 - Transmission Repair Specialist	14.82
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.47
07041 - Cook I	12.05
07042 - Cook II	14.05
07070 - Dishwasher	9.28
07130 - Food Service Worker	9.34
07210 - Meat Cutter	11.86
07260 - Waiter/Waitress	9.23
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.04
09040 - Furniture Handler	10.95
09080 - Furniture Refinisher	18.04
09090 - Furniture Refinisher Helper	13.27
09110 - Furniture Repairer Minor	15.70
09130 - Upholsterer	18.04
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	9.35
11060 - Elevator Operator	9.35
11090 - Gardener	13.00
11122 - Housekeeping Aide	9.44
11150 - Janitor	9.44
11210 - Laborer Grounds Maintenance	9.82
11240 - Maid or Houseman	9.26
11260 - Pruner	8.79
11270 - Tractor Operator	11.90
11330 - Trail Maintenance Worker	9.82
11360 - Window Cleaner	10.54
12000 - Health Occupations	
12010 - Ambulance Driver	17.77
12011 - Breath Alcohol Technician	17.77
12012 - Certified Occupational Therapist Assistant	24.38
12015 - Certified Physical Therapist Assistant	24.38
12020 - Dental Assistant	15.02
12025 - Dental Hygienist	32.84
12030 - EKG Technician	25.99
12035 - Electroneurodiagnostic Technologist	25.99
12040 - Emergency Medical Technician	17.77
12071 - Licensed Practical Nurse I	15.88
12072 - Licensed Practical Nurse II	17.77
12073 - Licensed Practical Nurse III	19.81
12100 - Medical Assistant	12.26
12130 - Medical Laboratory Technician	18.82
12160 - Medical Record Clerk	13.61
12190 - Medical Record Technician	17.77
12195 - Medical Transcriptionist	15.88
12210 - Nuclear Medicine Technologist	39.04
12221 - Nursing Assistant I	11.34
12222 - Nursing Assistant II	12.75
12223 - Nursing Assistant III	13.91
12224 - Nursing Assistant IV	15.61
12235 - Optical Dispenser	17.77
12236 - Optical Technician	15.88
12250 - Pharmacy Technician	15.49
12280 - Phlebotomist	15.33
12305 - Radiologic Technologist	23.03
12311 - Registered Nurse I	22.53
12312 - Registered Nurse II	27.56
12313 - Registered Nurse II Specialist	27.56
12314 - Registered Nurse III	33.34
12315 - Registered Nurse III Anesthetist	33.34
12316 - Registered Nurse IV	39.96
12317 - Scheduler (Drug and Alcohol Testing)	22.01
12320 - Substance Abuse Treatment Counselor	22.01
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.35
13012 - Exhibits Specialist II	25.20
13013 - Exhibits Specialist III	30.83
13041 - Illustrator I	20.35
13042 - Illustrator II	25.20
13043 - Illustrator III	30.83
13047 - Librarian	27.91
13050 - Library Aide/Clerk	18.20
13054 - Library Information Technology Systems Administrator	25.20
13058 - Library Technician	16.64
13061 - Media Specialist I	18.18
13062 - Media Specialist II	20.35
13063 - Media Specialist III	22.68
13071 - Photographer I	18.18

13072 - Photographer II	20.35
13073 - Photographer III	25.20
13074 - Photographer IV	30.03
13075 - Photographer V	37.30
13090 - Technical Order Library Clerk	20.35
13110 - Video Teleconference Technician	17.38
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)	30.91
15050 - Computer Based Training Specialist / Instructor	24.23
15060 - Educational Technologist	27.61
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	21.62
15110 - Test Proctor	14.27
15120 - Tutor	14.27
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	9.88
16030 - Counter Attendant	9.88
16040 - Dry Cleaner	11.30
16070 - Finisher Flatwork Machine	9.88
16090 - Presser Hand	9.88
16110 - Presser Machine Drycleaning	9.88
16130 - Presser Machine Shirts	9.88
16160 - Presser Machine Wearing Apparel Laundry	9.88
16190 - Sewing Machine Operator	11.94
16220 - Tailor	12.44
16250 - Washer Machine	10.36
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.04
19040 - Tool And Die Maker	22.67
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.96
21030 - Material Coordinator	21.78
21040 - Material Expediter	21.78
21050 - Material Handling Laborer	11.37
21071 - Order Filler	9.86
21080 - Production Line Worker (Food Processing)	13.96
21110 - Shipping Packer	15.92
21130 - Shipping/Receiving Clerk	15.92
21140 - Store Worker I	14.76
21150 - Stock Clerk	20.75
21210 - Tools And Parts Attendant	13.96
21410 - Warehouse Specialist	13.96
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	22.76
23019 - Aircraft Logs and Records Technician	17.70
23021 - Aircraft Mechanic I	21.67
23022 - Aircraft Mechanic II	22.76
23023 - Aircraft Mechanic III	23.91
23040 - Aircraft Mechanic Helper	15.07
23050 - Aircraft Painter	20.35
23060 - Aircraft Servicer	17.78
23070 - Aircraft Survival Flight Equipment Technician	20.35
23080 - Aircraft Worker	19.12
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	19.12
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	21.67
23110 - Appliance Mechanic	18.04
23120 - Bicycle Repairer	14.49
23125 - Cable Splicer	19.59
23130 - Carpenter Maintenance	16.07
23140 - Carpet Layer	16.86
23160 - Electrician Maintenance	18.05
23181 - Electronics Technician Maintenance I	16.86

23182 - Electronics Technician Maintenance II	18.84
23183 - Electronics Technician Maintenance III	19.55
23260 - Fabric Worker	15.70
23290 - Fire Alarm System Mechanic	15.43
23310 - Fire Extinguisher Repairer	14.49
23311 - Fuel Distribution System Mechanic	19.21
23312 - Fuel Distribution System Operator	14.49
23370 - General Maintenance Worker	11.96
23380 - Ground Support Equipment Mechanic	21.67
23381 - Ground Support Equipment Servicer	17.70
23382 - Ground Support Equipment Worker	19.12
23391 - Gunsmith I	14.49
23392 - Gunsmith II	16.86
23393 - Gunsmith III	19.21
23410 - Heating Ventilation And Air-Conditioning Mechanic	17.16
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	18.25
23430 - Heavy Equipment Mechanic	18.35
23440 - Heavy Equipment Operator	17.12
23460 - Instrument Mechanic	19.21
23465 - Laboratory/Shelter Mechanic	18.04
23470 - Laborer	11.37
23510 - Locksmith	18.04
23530 - Machinery Maintenance Mechanic	23.13
23550 - Machinist Maintenance	19.21
23580 - Maintenance Trades Helper	18.67
23591 - Metrology Technician I	19.21
23592 - Metrology Technician II	20.42
23593 - Metrology Technician III	21.63
23640 - Millwright	19.21
23710 - Office Appliance Repairer	18.04
23760 - Painter Maintenance	13.95
23790 - Pipefitter Maintenance	18.39
23810 - Plumber Maintenance	17.27
23820 - Pneudraulic Systems Mechanic	19.21
23850 - Rigger	19.21
23870 - Scale Mechanic	16.86
23890 - Sheet-Metal Worker Maintenance	16.09
23910 - Small Engine Mechanic	16.86
23931 - Telecommunications Mechanic I	19.01
23932 - Telecommunications Mechanic II	19.91
23950 - Telephone Lineman	18.24
23960 - Welder Combination Maintenance	17.95
23965 - Well Driller	19.21
23970 - Woodcraft Worker	19.21
23980 - Woodworker	14.49
24000 - Personal Needs Occupations	
24550 - Case Manager	14.72
24570 - Child Care Attendant	10.09
24580 - Child Care Center Clerk	13.25
24610 - Chore Aide	11.62
24620 - Family Readiness And Support Services Coordinator	14.72
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	19.21
25040 - Sewage Plant Operator	21.59
25070 - Stationary Engineer	19.21
25190 - Ventilation Equipment Tender	13.27
25210 - Water Treatment Plant Operator	21.59
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.90
27007 - Baggage Inspector	9.40
27008 - Corrections Officer	12.05
27010 - Court Security Officer	12.05
27030 - Detection Dog Handler	10.90
27040 - Detention Officer	12.05
27070 - Firefighter	12.05
27101 - Guard I	9.40
27102 - Guard II	10.90
27131 - Police Officer I	12.05
27132 - Police Officer II	13.40
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.79
28042 - Carnival Equipment Repairer	13.97
28043 - Carnival Worker	9.45
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/Longshoreman Occupational Services	
29010 - Blocker And Bracer	23.62
29020 - Hatch Tender	23.62

29030 - Line Handler	23.62
29041 - Stevedore I	21.88
29042 - Stevedore II	25.26
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (MFO) (see 2)	39.89
30011 - Air Traffic Control Specialist Station (MFO) (see 2)	27.50
30012 - Air Traffic Control Specialist Terminal (MFO) (see 2)	30.29
30021 - Archeological Technician I	17.49
30022 - Archeological Technician II	19.56
30023 - Archeological Technician III	24.21
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	23.08
30051 - Cryogenic Technician I	25.57
30052 - Cryogenic Technician II	28.24
30061 - Drafter/CAD Operator I	17.49
30062 - Drafter/CAD Operator II	19.56
30063 - Drafter/CAD Operator III	20.77
30064 - Drafter/CAD Operator IV	25.57
30081 - Engineering Technician I	14.84
30082 - Engineering Technician II	16.66
30083 - Engineering Technician III	18.64
30084 - Engineering Technician IV	23.08
30085 - Engineering Technician V	28.24
30086 - Engineering Technician VI	34.16
30090 - Environmental Technician	23.08
30095 - Evidence Control Specialist	23.08
30210 - Laboratory Technician	20.77
30221 - Latent Fingerprint Technician I	25.57
30222 - Latent Fingerprint Technician II	28.24
30240 - Mathematical Technician	23.34
30361 - Paralegal/Legal Assistant I	19.44
30362 - Paralegal/Legal Assistant II	23.94
30363 - Paralegal/Legal Assistant III	29.29
30364 - Paralegal/Legal Assistant IV	35.44
30375 - Petroleum Supply Specialist	28.24
30390 - Photo-Optics Technician	21.93
30395 - Radiation Control Technician	28.24
30461 - Technical Writer I	23.08
30462 - Technical Writer II	28.24
30463 - Technical Writer III	34.16
30491 - Unexploded Ordnance (UXO) Technician I	25.35
30492 - Unexploded Ordnance (UXO) Technician II	30.67
30493 - Unexploded Ordnance (UXO) Technician III	36.76
30494 - Unexploded (UXO) Safety Escort	25.35
30495 - Unexploded (UXO) Sweep Personnel	25.35
30501 - Weather Forecaster I	25.57
30502 - Weather Forecaster II	31.09
30620 - Weather Observer Combined Upper Air Or (see 2)	20.77
Surface Programs	
30621 - Weather Observer Senior (see 2)	23.08
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.67
31020 - Bus Aide	8.15
31030 - Bus Driver	9.69
31043 - Driver Courier	9.69
31260 - Parking and Lot Attendant	9.91
31290 - Shuttle Bus Driver	10.59
31310 - Taxi Driver	10.37
31361 - Truckdriver Light	10.59
31362 - Truckdriver Medium	11.61
31363 - Truckdriver Heavy	13.92
31364 - Truckdriver Tractor-Trailer	13.92
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.95
99030 - Cashier	9.48
99050 - Desk Clerk	9.70
99095 - Embalmer	25.35
99130 - Flight Follower	25.35
99251 - Laboratory Animal Caretaker I	22.67
99252 - Laboratory Animal Caretaker II	24.77
99260 - Marketing Analyst	21.54
99310 - Mortician	25.35
99410 - Pest Controller	14.61
99510 - Photofinishing Worker	13.32
99710 - Recycling Laborer	15.75
99711 - Recycling Specialist	21.66
99730 - Refuse Collector	14.91
99810 - Sales Clerk	9.66
99820 - School Crossing Guard	16.75
99830 - Survey Party Chief	22.02
99831 - Surveying Aide	12.52
99832 - Surveying Technician	16.27
99840 - Vending Machine Attendant	22.67
99841 - Vending Machine Repairer	28.88
99842 - Vending Machine Repairer Helper	22.67

Note: Executive Order (EO) 13786 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.54 per hour up to 40 hours per week or \$181.60 per week or \$786.93 per month

HEALTH & WELFARE EO 13786: \$4.22 per hour up to 40 hours per week or \$168.80 per week or \$731.47 per month\*

\*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13786 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 13786.

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

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

(1) The application of systems analysis techniques and procedures including consulting with users to determine hardware software or system functional specifications;

(2) The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and related to user or system design specifications;

(3) The design documentation testing creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties the performance of which requires the same level of skills. (29 C.F.R. 541.400).

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

**\*\* HAZARDOUS PAY DIFFERENTIAL \*\***

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



**IFB 028-2021 Telecommunication Service – Digital  
Transmission Services (DTS)**

**ATTACHMENT A**

**List of GDOE's sites, addresses and  
description for the required DTS**

## ATTACHMENT A

NO.	SITES	ADDRESS	DTS DISCRPTION	QTY
1	Adacao Elementary School	340 Camation Avenue Mangilao, Guam 96921	SIP	23
2	Agana Heights Elementary School	350 J. Cruz Rt. Agana Heights, Guam 96910	PRI	1
3	Astumbo Elementary School	255 Chalan Hachon Dededo, Guam 96912	PRI	1
4	B.P. Carbullido Elementary School	156 Canada Toto Rd. Barrigada, Guam 96913	PRI	1
5	Carlos L. Taitano Elementary School	170 Bien Venida Avenue Sinajana, Guam 96926	PRI	1
6	Chief Brodie Elementary School	225 N. Marine Drive Tamuning, Guam 96911	PRI	1
7	Daniel L. Perez Elementary School	400 Gayinero Drive Yigo, Guam 96928	PRI	1
8	Finegayan Elementary School	194 Chalan Kasperbauer Rd. Dededo, Guam 96912	PRI	1
9	Harry S. Truman Elementary School	182 Pale Ferdinand Way Santa Rita, Guam 96915	PRI	1
10	Inarajan Elementary School	136 Pale Bernabe Cruz Rd. Inarajan, Guam 96915	PRI	1
11	Juan M. Guerrero Elementary School	520 Harmon Loop Rd. Harmon, Guam 96912	PRI	1
12	Juan.Q. San Miguel Elementary School	491 Clara Rd. Mongmong-Tolo-Maite, Guam 96927	PRI	1
13	Liguan Elementary School	237 N. Chalan Liguan Dededo, Guam 96929	PRI	1
14	Lyndon B. Johnson Elementary School	140 Felis St. Tamuning, Guam 96911	PRI	1
15	Maria A. Ulloa Elementary School	110 Catalina Lane Dededo, Guam 96912	PRI	1
16	Manuel U. Lujan Elementary School	167 M.U. Lujan Road Yona, Guam 96914	PRI	1
17	Marcial Sablan Elementary School	144 San Vicente Avenue Agat, Guam 96928	PRI	1
18	Merizo Martyrs Elementary School	J.A. Cruz Avenue, Pigua Street Merizo, Guam 96916	PRI	1
19	Machananao Elementary School	Route 9 Yigo, Guam 96929	PRI	1
20	Ordo/Chalan Pago Elementary School	294 Judge Sablan St. Ordof Chalan Pago, Guam 96924	PRI	1
21	Pedro C. Lujan Elementary School	387 E. Rt.8 Barrigada, Guam 96913	PRI	1
22	Price Elementary School	130 Dairy Rd. Mangilao, Guam 96923	PRI	1
23	Talofoto Elementary School	209 Jose P. Cruz St. Talofoto, Guam 96911	PRI	1
24	Tamuning Elementary School	554 Chalan San Antonio Rd (Rt. 14) Tamuning, Guam 96915	PRI	1

IFB 028-2021 Telecommunication Service - Digital Transmission Services (DTS)  
 ATTACHMENT A

NO.	SITES	ADDRESS	DTS DISCRIPTION	QTY
25	Upi Elementary School	1180 Chalan Pediron Lagu (Rt.15) Yigo, Guam 96929	PRI	1
26	Wettengel Elementary School	479 West Santa Monica Avenue Dededo, Guam 96912	PRI	1
27	Agueda Johnston Middle School	192 Dero Drive Ordot Chalan Pago, Guam 96924	PRI	1
28	Astumbo Middle School	389 Chalan Hachon Dededo, Guam 96912	PRI	1
29	Francisco B. Leon Guerrero Middle School	446 Juan Jacinto Rd. Yigo, Guam 96929	PRI	1
30	Inarajan Middle School	433 Belen Avenue Inarajan, Guam 96916	PRI	1
31	Jose L.G. Rios Middle School	165 Spruance Drive (Rt.6) Piti, Guam 96925	PRI	1
32	Luis P. Untalan Middle School	256 Vietnam Veterans High Way Barrigada, Guam 96913	PRI	1
33	Oceanview Middle School	184 Erskin Drive Agat, Guam 96928	PRI	1
34	Vicente S.A. Benavente Middle School	288 West Santa Monica Avenue Dededo, Guam 96912	PRI	1
35	George Washington High School	298 George Washington Drive Mangilao, Guam 96921	PRI	1
36	John F. Kennedy High School	331 North Marine Dr. Tamuning, Guam 96931	PRI	1
37	Okkodo High School	660 Route 3 Dededo, Guam 96929	PRI	1
38	Simon Sanchez High School	395 Juan Jancinto Rd. Dededo, Guam 96929	PRI	1
39	Southern High School	195 Pale Ferdinand Agat, Guam 96915	PRI	1
40	Guam Department of Education Central Offices - Network Operation Center (NOC), FSAIS, Tlyan Building A	500 Mariner Avenue Barrigada, Guam 96913-1608	PRI	3

**IFB 028-2021 Telecommunication Service – Digital  
Transmission Services (DTS)**

**ATTACHMENT B**

**Sample Agreement**

**SAMPLE CONTRACT**

(This is a sample document. [NAME] reserves the right to issue and execute a contract pursuant to this IFB and as allowed by law or regulations, and hereby reserves all other rights as stated in the IFB or otherwise applicable.)

**AGREEMENT BETWEEN GUAM DEPARTMENT OF EDUCATION  
AND [VENDOR]**

**FOR SERVICES PURSUANT TO GDOE IFB 028-2021**

THIS AGREEMENT is entered into by and between the **GUAM DEPARTMENT OF EDUCATION** ("GDOE"), an agency of the government of Guam, whose address is 501 Mariner Avenue, Barrigada, Guam 96913, and **[VENDOR]** ("Contractor"), whose address is

WHEREAS, GDOE issued an Invitation for Bid ("IFB") GDOE IFB 028-2021 for **Telecommunication Service - Digital Transmission Services ("DTS")**, attached herewith as Exhibit 1;

WHEREAS, GDOE has determined it does not have adequate personnel or resources to perform the services contemplated in this agreement and it is in the best interests of GDOE to have such services performed under contract;

WHEREAS, Contractor responded to the IFB by submitting a Bid ("Bid") to provide services in accordance with the IFB, and was selected as the most qualified offeror;

WHEREAS, by submitting its Bid, Contractor warrants and represents that it possesses the necessary knowledge, resources and experience to perform the work and services herein described professionally, skillfully and diligently; and

WHEREAS, GDOE desires to retain Contractor for specific services on the terms and conditions set forth in this Agreement and Contractor has agreed to accept such terms and conditions;

WITNESSETH, in consideration of the mutual covenants hereinafter set forth, the Parties agree as follows:

**I. Statement of Services to be Performed.**

A. Scope of Work. The Contractor shall provide professional consulting services for the GDOE, as described in the [redacted] dated [redacted] attached herein as Exhibit 2. Specified dates for performance of tasks may be amended by written agreement between GDOE and Contractor's authorized representative. Contractor shall provide status reports on the services performed as required under this Agreement or more frequently as requested by GDOE. Contractor recognizes that failure to perform any services required under this Agreement per the terms and conditions herein constitutes a material breach of this Agreement.

B. Contractor Provisions of Resources. Contractor agrees to furnish all qualified personnel, facilities, tools, equipment, materials and transportation to perform the services and work provided for in this Agreement. Contractor represents that it and its employees possess the professional and technical expertise necessary to perform the services called for in this Agreement in a competent, professional manner, in line with the services of a typical Contractor engaged in the same and similar field as Contractor herein. GDOE may, in its sole discretion and based upon availability, provide staff assistance to Contractor in furtherance of this Agreement. The Contractor shall insure that its employees engaged in work hereunder are informed of all relevant provisions of this Agreement.

C. Other Work. GDOE acknowledges and agrees that Contractor may provide services to other clients, persons or companies apart from the services performed in this Agreement, as long as the performance of such other services does not in any way conflict with or hinder the performance of services herein. In the event GDOE discovers or determines that the Contractor is providing services to a third party which conflicts with or hinders the performance of services under this Agreement, Contractor must immediately cease performing those third party services upon being provided written notice by GDOE and GDOE may invoke any further available remedies under the terms of this Agreement.

D. Location of Services. Contractor may perform the services under this Agreement at any suitable location as approved by GDOE.

## II. Term of Agreement.

A. This Agreement shall be effective upon its full execution by all necessary parties until [REDACTED]. It may thereafter be renewed for up to [REDACTED] additional terms of one year upon written agreement between GDOE's Superintendent and Contractor's authorized representative. Such renewal shall be subject to the certification and availability of funds available for these services.

B. This Agreement will be cancelled if funds are not appropriated or otherwise made available to support continuation after this fiscal year. GDOE shall provide timely notice if funds are not available for continuation of contract beyond the fiscal year. In the event of cancellation due to unavailability of funds, Contractor will be reimbursed unamortized, reasonably incurred, non-recurring costs.

## III. Compensation.

A. Compensation. Compensation for Services: Contractor shall receive compensation from GDOE for Services as provided for in the [REDACTED] dated [REDACTED] attached herein as Exhibit 2 to this Agreement and in an amount not to exceed [REDACTED] (\$ [REDACTED]).

B. Expenses. Contractor shall be solely responsible for all expenses incurred in the performance of services under this Agreement unless otherwise expressly provided for herein.

C. No Compensation Prior to Approval of Agreement. GDOE shall not be liable to Contractor for any services performed by Contractor prior to full execution of this Agreement by all parties, and Contractor expressly waives any and all claims for services performed in expectation of this Agreement prior to its full execution.

D. Final Payment. Final payment shall be made upon satisfactory performance of all services required to be performed by Contractor under this Agreement. Prior to the final payment due Contractor, and as a condition precedent thereto, Contractor shall execute and deliver to GDOE a release in form approved by GDOE of claims against GDOE arising under this Agreement. Contractor expressly waives the provision of Section 82602 of Title 18, Guam Code Annotated, which states:

*A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.*

E. Payment. All rates and prices and payments to the Contractor shall be in the currency of the United States.

#### IV. Early Termination.

A. By GDOE. GDOE reserves the right to cancel or terminate this Agreement prior to its completion for reasons including, but not limited to, the following:

(i) Termination without Cause: GDOE may terminate this Agreement, without cause, upon the delivery of written notice to the Contractor at least thirty (30) days prior to the intended date of termination;

(ii) Termination in the Best Interest of the Government of Guam: GDOE may terminate this Agreement based upon a determination that such termination is in the best interests of the Government of Guam by delivering a written notice of such termination to the Contractor and the effective date of such termination. Circumstances for termination under this clause include but are not limited to Contractor's successful completion of services under this Agreement to the satisfaction of GDOE.

(iii) Termination for Cause/Default: If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Procurement Officer may notify the Contractor in writing of the delay or non-performance and if not cured in ten days or any longer time specified in writing by the Procurement Officer, such officer may terminate the 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 the Procurement Officer may procure similar supplies or services in a manner and upon terms deemed appropriate by the Procurement Officer. The 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.

(iv) Termination for Convenience. The GDOE procurement officer may, when the interests of GDOE so require, terminate this contract in whole or in part, for the convenience of GDOE. The procurement officer shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective. The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The procurement officer may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to GDOE. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as necessary to do so.

The 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 §3118. If the Contractor fails to file a termination claim within one year from the effective date of termination, the procurement officer may pay the Contractor, if at all, an amount set in accordance with this section. The procurement officer and the Contractor may agree to a settlement provided the Contractor has filed a termination claim as required herein and the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by GDOE and the contract price of the work not terminated. Absent agreement of a settlement, the procurement officer shall pay the Contractor the following amounts: with respect to all contract work performed prior to the effective date of the termination, the total, without duplication of any items, of: (a) the cost of such work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) less amount paid or to be paid for completed portions of such work; provided that if it appears that the Contractor would have sustained a loss if the entire contract 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; (b) cost of settling and paying claims arising out of the termination of subcontracts or orders pursuant to this clause. These costs must not include costs paid in accordance with subsection (a) above; (c) the reasonable settlement costs of the 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 contract and for the termination and settlement of subcontracts thereunder. The total sum to be paid the Contractor under this subsection shall not exceed the total contract price plus the reasonable settlement costs of the Contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies or materials under this section, and the contract price of work not terminated.

B. By Contractor.

(i) Termination for Cause: Contractor shall notify GDOE in writing of deficiencies or default in the performance of GDOE's duties under this Agreement. GDOE shall have twenty (20) days to correct the deficiency or cure the default, which period may be extended by Contractor (said extension not to be unreasonably denied). Upon 60 days' written notice of Contractor's termination of this Agreement for cause, the Contractor shall be entitled to payment, in accordance with Section III of this Agreement, for satisfactory services rendered up to the termination date and GDOE shall have no obligations to Contractor. The Contractor shall be obligated to continue performance of services, in accordance with this Agreement, until the termination date and shall have no further obligation to perform services after the termination date.

C. Termination/Modification for Lack of Funds. GDOE may terminate or modify this Agreement based upon a lack of funding. In such an event, GDOE shall promptly provide notice to Contractor and within twenty (20) days of the notice, the Parties shall renegotiate the terms of this Agreement in good faith. If the parties are unable to reach an agreement on the renegotiation, then either Party may terminate this Agreement pursuant to Section IV of this Agreement as applicable.

D. Preservation of Property. Notwithstanding any termination of this Agreement, and subject to any directions from GDOE, the Contractor shall take timely and reasonable and necessary action to protect and preserve the property in the possession of Contractor in which GDOE has an interest.

E. Additional Provisions. In the event that either party effects an Early Termination, it is expressly provided that GDOE may issue a new Request for Bid with respect to such terminated services. This provision shall not be deemed an admission or waiver of any rights and defense with respect to rights of either Party under this Agreement, including but not limited to, either Parties' rights to assert damages for breach of Agreement.

V. Contact Person. The Contractor agrees that, during the term of this Agreement, it shall identify a primary contact person who is familiar with the services being performed hereunder and who shall be responsible to the questions and direction of GDOE. The contact person must be identified in writing within thirty (30) days after full execution of this Agreement by all parties. GDOE reserves the right to request replacement of the contact person designated by the Contractor under this Agreement.

VI. Confidentiality.

A. Information. The Contractor hereby warrants that it shall not disclose any documents, materials or information, whether verbal, written, electronic or digital media or otherwise (collectively, the "Information"), made available or acquired for the purpose of carrying out this Agreement. Only authorized persons shall use and have access to the Information, and then only for the period such access is required to perform services under this Agreement. All necessary steps shall be taken by the Contractor to safeguard the confidentiality

of the Information in conformance with any applicable United States and Guam laws, statutes and regulations.

The Contractor shall keep copies of the Information and the provisions of this Section shall remain in effect as long as determined by GDOE. All of the Information shall be returned promptly after use to GDOE and all copies or derivations of the Information shall be physically and/or electronically destroyed. Contractor shall include a letter attesting to the complete return of Information and documenting the destruction of copies and derivations with the returned Information.

The Contractor shall not enter into any Agreements or discussions with a third party concerning such Information without the prior written consent of GDOE, and then only if the Contractor requires the third party(ies) to agree to the terms of the confidentiality set forth herein and the Information is provided to such third party(ies) only for purposes of enabling the Contractor to discharge its responsibilities under this Agreement.

It is specifically provided that the limitations contained in this paragraph A shall not apply (i) to the extent required by applicable law, (ii) to the extent that any Information is now or hereafter becomes part of the public domain, but only to the limited extent that such Information, or any portion thereof, is in the public domain not as a result of any breach or violation of this Agreement, or (iii) to the extent that a party is directed otherwise under the terms of a valid and effective order, issued by a court of competent jurisdiction.

B. Liability. Failure to comply with the provisions of Paragraph A shall subject the Contractor to liability, including all damages and injunctive relief.

#### VII. Conflicts of Interests/Ethics

A. The Contractor warrants and covenants that it has not violated and will not violate Guam's procurement law or regulations pertaining to ethics in public contracting.

B. It is expressly understood that breach of any of the covenants or warranties in this Section on the part of the Contractor is a material breach of this Agreement and shall entitle GDOE to immediately terminate this Agreement. Contractor agrees that in the event of a breach or violation of this Section, GDOE shall have the right to terminate this or any other Agreement with the Contractor without liability.

C. Notwithstanding the provisions contained in this Agreement with regard to the assignment or subcontracting of any work under this Agreement, Contractor agrees that with respect to any subcontractor it engages to perform any work contemplated by this Agreement that any Agreements it enters into with such subcontractor(s) will include provisions which parallel this Section VII and shall require any subcontractor to execute a statement of no conflict of interests to GDOE and provide such statement to GDOE.

VIII. Waiver. No waiver by any party of any right on any occasion shall be construed as a bar to or waiver of any right or remedy on any future occasion.



Contractor, Contractor agrees that any subcontractors retained by Contractor or assignees shall be subject to all provisions of this Agreement.

**XIV. Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of the Parties hereto and their respective successors, assigns and transferees, except as otherwise provided for under the terms of this Agreement.

**XV. Scope of Agreement.** This Agreement and its attachments, the IFB, and Bid collectively: (i) supersede any and all other Agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof, and (ii) contain all of the covenants and Agreements between the Parties with respect to such subject matter in any manner whatsoever. The Contractor and GDOE each acknowledge that no representations, inducements, promises or agreement, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in the Agreement shall be valid or binding.

**XVI. Captions.** All Section and paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the content of the Agreement.

**XVII. Counterparts.** This Agreement may be executed in counterparts, all of which taken together shall be deemed one original.

**XVIII. Governing Law and Forum Selection.** Except to the extent U.S. federal law is applicable, the laws and regulations of Guam shall govern the interpretation, effect, and validity of this Agreement. Any court action shall be exclusively in Guam.

**XIX. Compliance with Laws.**

A. **In General.** The Contractor shall comply with all U.S. and Guam laws, statutes, regulations and ordinances applicable to this Agreement. The Contractor represents and warrants that it is fully licensed to do business in Guam to render the services to be provided herein.

B. **Non-Discrimination in Employment.** The Contractor agrees: (i) not to unlawfully discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap; (ii) to include a provision similar to that contained in subsection (i) above in any subcontract or assignment agreement except a subcontract for standard commercial supplies or raw materials; and (iii) to post and to cause subcontractors and/or assignees to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause. Contractor shall comply with all conditions and requirements of Guam Law, including but not limited to Title 22 Chapter 5 Guam Employment Relations Act of the Guam Code Annotated (GCA).

C. **Family and Educational Rights and Privacy Act.**

Contractor acknowledges that certain information about GDOE students may be considered Education Records and that this information must be confidential by reason of the Family and Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, and related regulations (collectively referred to as "FERPA"). Both parties agree to protect these records in accordance with FERPA and any relevant GDOE policy or standard operating procedure. Contractor represents, warrants, and agrees that it will: (1) hold the FERPA Records in strict confidence and will not use or disclose the FERPA Records except as (a) permitted or required by the Contract, (b) required by law, or (c) otherwise authorized by GDOE in writing; (2) safeguard the FERPA Records according to commercially reasonable administrative, physical and technical standards that are no less rigorous than the standards by which Contractor protects its own confidential information; and (3) continually monitor its operations and take any action necessary to assure that the FERPA Records are safeguarded in accordance with the terms of the Contract. Contractor agrees to provide GDOE with a written summary of the procedures Contractor uses to safeguard the FERPA Records.

Contractor will have procedures and solutions implemented to prevent unauthorized access, and the procedures will be documented and available for GDOE to review on request. Those employees allowed to send data and receive data to and from the Contractor must be identified and sign a non-disclosure agreement.

Accidental exposures of data covered by the Contract to unauthorized persons will result in the Contractor notifying GDOE within four (4) hours of discovery; failure to do will be considered a material breach of the Contract. Notification to those whose data have been exposed will occur, at Contractor's sole expense, by GDOE.

Within thirty (30) days after the termination or expiration of the term of the Contract for any reason, Contractor shall either: (a) return or destroy, as applicable, all sensitive data, including any data protected under FERPA, provided to the Contractor by GDOE, including all sensitive data, including any data protected under FERPA, provided to Contractor's employees, subcontractors, agents, or other affiliated persons or entities; or (b) in the event that returning or destroying the sensitive data, including any data protected under FERPA, is not feasible, provide notification of the conditions that make return or destruction not feasible, in which case, the Contractor must continue to protect all sensitive data, including any data protected under FERPA, that it retains and agree to limit further uses and disclosures of such data to those purposes that make the return or destruction not feasible as Contractor maintains such sensitive data, including any data protected under FERPA.

Contractor's computer(s) must be protected by acceptable industry practices for antivirus, firewalls, and network and system intrusion detections systems, which may be periodically tested by GDOE personnel.

**XX. Retention and Access to Records and Other Review.** The Contractor, including subcontractors, if any, shall maintain all books, documents, papers, accounting records and other evidence pertaining to the services performed and costs incurred, and to make such materials available at its respective offices at all reasonable times during the Agreement period and for six (6) years from the date of the final payment under the Agreement, for inspection by

GDOE. GDOE agrees to comply with reasonable requests of Contractor to provide access to all documents and GDOE property reasonably necessary to the performance of Contractor's services under this Agreement. The conditions of this section shall be placed in any subcontract or assignment arising under this Agreement.

**XXI. Liability.**

A. **GDOE not Liable.** GDOE assumes no liability for any accident, loss, claim, judgment, action or injury that may occur to the Contractor and/or the Contractor's officers, directors, agents, servants, subcontractors and/or employees, and/or to the personal property of any such person or entity, arising out of the performance of services under this Agreement except to the extent caused or contributed to by the negligent act or omission of GDOE. In addition, no Board member, officer, agent, or employee of GDOE shall be liable personally under or by reason of this Agreement or any of its provisions. In addition, GDOE assumes no liability for any accident or injury that may occur to Contractor's officers, directors, employees, agents, or dependents while traveling to and from Guam in furtherance of this Agreement.

**XXII. Delays, Extensions and Suspensions.** GDOE unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as it may determine to be appropriate for the convenience of GDOE. The Contractor agrees to prosecute the work continuously and diligently apart from those periods of suspension, delay or interruption. Except as otherwise agreed to by the Parties, reasonable time extensions for the performance of Contractor's services will be granted only for excusable delays that arise from causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, acts of the public enemy, acts of the Government of Guam or the Government of the United States in either its sovereign or contractual capacity, acts of another contractor in the performance of an agreement with the Government of Guam, fires, floods, typhoons, earthquakes, epidemics, quarantine restrictions, strikes, freight, or embargoes.

**XXIII. Modifications including those Due to Public Welfare, Change in Law or Change in Marketing Conditions.** GDOE shall give the Contractor notice of any proposed change in the Agreement and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Contractor. In the event GDOE materially alters the obligations of the Contractor, or the benefits to GDOE, then the Agreement shall be amended consistent therewith. Should these amendments materially alter the obligations of the Contractor, then the Contractor or GDOE shall be entitled to an adjustment in the rates and charges established under the Agreement. Contractor shall be entitled to terminate this Agreement rather than accept modified terms. Nothing contained in the Agreement shall require any party to perform any act or function contrary to law. GDOE and the Contractor agree to enter into good faith negotiations regarding modifications to the Agreement, which may be required in order to implement changes in the interest of the public welfare or due to changes in law. When such modifications are made to the Agreement, GDOE and the Contractor shall negotiate in good faith a reasonable and

appropriate adjustment for any changes in services or other obligations required of the Contractor directly and demonstrably due to any modification in the Agreement under this clause.

#### **XXIV. Independent Contractor and its Employees.**

A. Status of Contractor. The Contractor and its officers, agents, servants, subcontractors and employees are independent contractors performing professional services for GDOE, and are not employees of GDOE. The Contractor and its officers, agents, servants and employees shall not accrue vacation or sick leave, participate in the Government of Guam retirement system, insurance coverage, bonding, use of government vehicles or any other benefits accorded to Government of Guam employees as a result of this Agreement. Contractor agrees that Contractor and its aforementioned employees, officers, directors, agents, servants, and subcontractors are not and will not become an employee, officer or Board member of GDOE at any time during the duration of this Agreement, and will otherwise comply with the provisions of the Guam Procurement Law regarding ethics in public contracting (Title 5 Guam Code Annotated, Chapter 5, Article 11, and its associated rules and regulations). Nothing in this Agreement or any action taken under this Agreement shall be deemed or construed in any manner or for any purpose to evidence or establish as between Contractor and GDOE a relationship of partnership, agency, association, joint, venture or representative, nor does this Agreement authorize any party to undertake or bind any obligation or responsibility on behalf of the other party. In addition, there shall be no withholding of taxes by GDOE for the Contractor.

B. Liability. The Contractor assumes responsibility for its personnel and subcontractors providing services hereunder and will make all deductions and payments for social security and withholding taxes and for contributions to employment compensation funds, or any other payments required by the governments of the U.S. and Guam, if required. Contractor is responsible for paying when due any and all income taxes, gross receipts taxes, or any other taxes or assessments incurred as a result of the services performed by the Contractor and Contractor's employees or agents under this Agreement or the compensation paid to Contractor for services performed under this Agreement. Furthermore, Contractor shall maintain at the Contractor's expense all necessary insurance for its employees including but not limited to Worker's Compensation, Errors and Omissions, and liability insurance for each employee as required under U.S. and Guam Law and the mandates of the underlying IFB to this Agreement. Contractor agrees to hold harmless and indemnify GDOE, its officers, directors, employees, agents, representatives, successors and assigns, for any and all claims, demands, costs, losses, fees, penalties, interest, or damages, including attorney's fees, which may be brought or asserted due to (i) any injury, death, or property damage arising from the negligence or other wrongful or tortious acts of Contractor or Contractor's employees, officers, directors, agents, representatives, successors, or assigns, or (ii) Contractor's failure to comply with terms of this subparagraph B.

C. Wage and Benefits Compliance. Contractor warrants it shall comply with all applicable federal and local laws, rules, and regulations regarding the payment of minimum wages and benefits, in particular in accordance with the Wage Determination for Guam issued and promulgated by the U.S. Department of Labor and with Guam Public Law 26-

111. Contractor assumes all liability for, and hereby indemnifies GDOE from, any violation of any applicable law, rule, or regulation relating to the payment of wages or benefits.

**XXV. Disclosure.** The Contractor hereby represents that it has disclosed to GDOE all matters regarding Contractor which if not disclosed to GDOE would materially affect GDOE's decision to enter into this Agreement with Contractor.

**XXVI. Disposition of Property and Materials; Intellectual Property Rights.**

A. All plans, outlines, briefs, memoranda, studies, reports, analyses and all other work product and materials incidental or otherwise ("Work Product") which are produced by reason of this Agreement shall be and remain the property of GDOE, regardless of whether Contractor is in possession of such Work Product, and may be used by GDOE without permission from Contractor and without any additional costs to GDOE.

B. All Work Products, including any and all intellectual property rights in said Work Product, arising out of the Agreement shall be the sole and exclusive property of GDOE. Contractor explicitly acknowledges that GDOE possesses exclusive rights to the Work Product arising out of this Agreement. Contractor shall not use or permit others to use in any way or form the Work Product without the express written consent of GDOE.

**XXVII. Mandatory Representations by Contractor:**

A. **Persons Convicted of Sex Offense.** Contractor warrants that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated or of an offense defined in Article 2 of Chapter 28 of Title 9 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 Contractor while on government of Guam property, with the exception of public highways. If any employee of Contractor is providing services on government property and is convicted subsequent to an award of a contract, then Contractor warrants that it will notify GDOE of the conviction within twenty-four hours of the conviction, and will immediately remove such convicted person from providing services on government property. If Contractor is found to be in violation of any of the provisions of this paragraph, then GDOE will give notice to Contractor to take corrective action. Contractor shall take corrective action within twenty-four (24) hours of notice from GDOE, and Contractor shall notify GDOE when action has been taken. If Contractor fails to take corrective steps within twenty-four (24) hours of notice from GDOE, then GDOE in its sole discretion may temporarily suspend this agreement.

B. **Gratuities and Kickbacks.** Contractor warrants it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 §11107.

C. **Contingent Fees.** Contractor warrants it has not retained a person to solicit or secure this 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.

D. **Ethical Standards.** Contractor warrants it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article 11 of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.

**XXVIII. Disputes.**

a. In accordance with Guam procurement law, all controversies between the territory and the Contractor which arise under, or by virtue of, this contract and which are not resolved by mutual agreement, shall be decided by the GDOE procurement officer in writing, within 60 days after written request by the Contractor for a final decision concerning the controversy; provided however that if the procurement officer does not issue a written decision within 60 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Contractor may proceed as if an adverse decision had been received. The procurement officer shall immediately furnish a copy of the decision to the Contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt. Any such decision shall be final and conclusive, unless fraudulent, or the Contractor brings an action seeking review of the decision before the Guam Office of Public Accountability. The Contractor shall comply with any decision of the procurement officer and proceed diligently with performance of this contract pending final resolution by the Office of Public Accountability or the Superior Court of Guam of any controversy arising under or by virtue of this contract, except where there has been a material breach of the contract by GDOE; provided, however, that in any event the Contractor shall proceed diligently with the performance of the contract where GDOE has made a written determination that continuation of work under the contract is essential to public health and safety.

b. Any disputes for expenses incurred in reliance upon this Agreement shall be subject to the Government Claims Act found at Title 5, Guam Code Annotated, Chapter 6.

**XXIX. Attachments, Exhibits, Schedules, and Entire Agreement.** This Agreement, including its Attachments, Exhibits and Schedules, constitutes the entire Agreement and supersedes all prior written or oral understandings. No Agreement, oral or written, expressed or implied, has been made by any party hereto, except as expressly provided herein. All prior Agreements and negotiations are superseded hereby. This Agreement and any duly executed amendments hereto constitute the entire Agreement between the Parties hereto.

**XXX. Computation of Time.** Whenever this Agreement provides for a time period of ten (10) days or less days, weekends and Government of Guam holidays are not included in the computation. When this Agreement provides for a time period of over ten (10) days, weekends and Government of Guam holidays are to be included in the computation.

**XXXI. Partial Invalidity.** If any provision of this Agreement shall be deemed by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue to be in full force and effect.

**XXXII. Amendments/Modifications.** Any amendment or modification to this Agreement will be effective only if it is in writing and signed by both parties.

A. **Changes To Work.** Any modifications to the services or equipment to be delivered pursuant to this Agreement, and the compensation therefor, may be made by a written Change Order signed by an authorized representative of GDOE and Contractor. A Change Order may only be made on the conditions that the work to be performed by a Change Order is not inconsistent with the scope of work under this Agreement, and that where there is an increase in the costs for services, GDOE shall certify in writing that funds are available for the increased costs prior to such Change Order becoming effective.

B. **Extension of Time to Perform Services.** This Agreement may be modified to extend time for Contractor to perform services upon writing signed by GDOE and Contractor. A modification to extend time to perform services under this Agreement may only be made on the condition that such modification shall not increase the costs for services hereunder.



JON J. P. FERNANDEZ  
Superintendent of Education

DEPARTMENT OF EDUCATION  
OFFICE OF SUPPLY MANAGEMENT

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Email: [procurement@gdoe.net](mailto:procurement@gdoe.net)



CARMEN T. CHARFAUROS  
Supply Management Administrator

**AMENDMENT ACKNOWLEDGEMENT FORM**

IFB 028-2021  
Telecommunication Service – Digital Transmission Services (DTS)  
AMENDMENT 1

May 3, 2021

Please review the attached document (All Notice/Amendments can be reviewed on our website). Please sign **this acknowledgement page and only return this page**, attention to **KATHRINA O. BAYSON** via fax (671) 472-5001 or via email to [kobayson@gdoe.net](mailto:kobayson@gdoe.net).

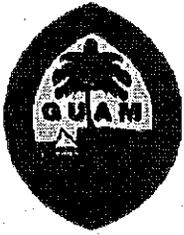
I, \_\_\_\_\_, an authorized representative of the company named below, acknowledge receipt of **AMENDMENT 1**, for **IFB 028-2021 Telecommunication Service – Digital Transmission Services (DTS)**. Number of pages: 3 (including this coversheet).

\_\_\_\_\_  
Company Name (Print)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Time and Date



DEPARTMENT OF EDUCATION  
OFFICE OF SUPPLY MANAGEMENT

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JON J. P. FERNANDEZ  
Superintendent of Education

CARMEN T. CHARFAUROS  
Supply Management Administrator

May 3, 2021

AMENDMENT 1

**Prospective Bidders:**

Please refer to our Invitation for Bid No. 028-2021 Telecommunication Service – Digital Transmission Services (DTS), a copy of which was obtained by your company for consideration.

Pre-Bid Conference

GDOE is hereby scheduling a Pre-Bid Conference on:

Date: Thursday, May 6, 2021  
Time: 12:00 PM CHST  
Location: Via Video Conference (see below link)  
  
Link - <https://gdoe.zoom.us/j/93690794556>  
Meeting ID – 936 9079 4556  
Passcode – IFB0282021

GDOE is hereby making the following changes to the IFB:

Page 3, Section 1.1 – INVITATION FOR BID TIMELINE

From:

<u>DATE</u>	<u>ACTIVITY</u>	<u>TIME</u>
Wednesday, May 05, 2021	Deadline for Submission of Written Questions	3:00 p.m. Chamorro Standard Time (ChST)
Wednesday, May 12, 2021	Deadline for GDOE Response to Written Questions	5:00 p.m. Chamorro Standard Time (ChST)
Thursday, May 20, 2021	Deadline for Submission	10:00 a.m. Chamorro Standard Time (ChST)
Thursday, May 20, 2021	Public Bid Opening (via video conference)	11:30 a.m. Chamorro Standard Time (ChST)

To:

<u>DATE</u>	<u>ACTIVITY</u>	<u>TIME</u>
Monday, May 10, 2021	Deadline for Submission of Written Questions	3:00 p.m. Chamorro Standard Time (ChST)
Monday, May 17, 2021	Deadline for GDOE Response to Written Questions	5:00 p.m. Chamorro Standard Time (ChST)
Thursday, May 27, 2021	Deadline for Submission	10:00 a.m. Chamorro Standard Time (ChST)
Thursday, May 27, 2021	Public Bid Opening (via video conference)	11:30 a.m. Chamorro Standard Time (ChST)

Page 6, Section 3.1.4 – TIME AND DATE FOR RECEIPT OF BIDS

From: Bids must be received by GDOE no later than:  
TIME: 10:00 a.m. Chamorro Standard Time (ChST)  
DATE: Thursday, May 20, 2021

**G128**

To: Bids must be received by GDOE no later than:  
TIME: 10:00 a.m. Chamorro Standard Time (ChST)  
DATE: Thursday, May 27, 2021

**Page 7, Section 3.1.4 – TIME AND DATE FOR RECEIPT OF BIDS**

**Curb-side Drop Off Schedule**

From: Due to the current COVID-19 pandemic, proper safety protocols must be adhered to. If the bid submission will be hand-delivered, delivery will be conducted via CURB-SIDE DROP OFF between Monday, May 17, 2021 through Wednesday, May 19, 2021, 9:00 a.m. to 3:00 p.m. and Thursday, May 20, 2021, 8:30 a.m. to 9:45 a.m. (15 minute intervals)

To: Due to the current COVID-19 pandemic, proper safety protocols must be adhered to. If the bid submission will be hand-delivered, delivery will be conducted via CURB-SIDE DROP OFF between Monday, May 24, 2021 through Wednesday, May 26, 2021, 9:00 a.m. to 3:00 p.m. and Thursday, May 27, 2021, 8:30 a.m. to 9:45 a.m. (15 minute intervals)

**Page 7, Section 3.1.5 – RECEIPT AND OPENING OF BIDS**

From: In order to adhere to social distancing requirements, bids shall be opened publicly via video conference on the time and date specified below:  
TIME: 11:30 a.m. Chamorro Standard Time (CHST)  
DATE: Thursday, May 20, 2021

To: In order to adhere to social distancing requirements, bids shall be opened publicly via video conference on the time and date specified below:  
TIME: 11:30 a.m. Chamorro Standard Time (CHST)  
DATE: Thursday, May 27, 2021

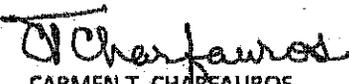
**Page 8, Section 3.1.14 – PRE-BID WRITTEN QUESTIONS**

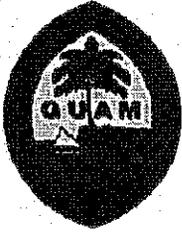
From: Questions regarding this IFB must be received in writing by GDOE no later than:  
TIME: 3:00 p.m. Chamorro Standard Time (ChST)  
DATE: Wednesday, May 05, 2021

To: Questions regarding this IFB must be received in writing by GDOE no later than:  
TIME: 3:00 p.m. Chamorro Standard Time (ChST)  
DATE: Monday, May 10, 2021

All else remains the same.

Sincerely,

  
CARMEN T. CHARFAUROS  
Supply Management Administrator



JON J. P. FERNANDEZ  
Superintendent of Education

**DEPARTMENT OF EDUCATION  
OFFICE OF SUPPLY MANAGEMENT**

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CARMEN T. CHARFAUROS  
Supply Management Administrator

**AMENDMENT ACKNOWLEDGEMENT FORM**

**IFB 028-2021  
Telecommunication Service – Digital Transmission Services (DTS)  
AMENDMENT 2**

May 17, 2021

Please review the attached document (All Notice/Amendments can be reviewed on our website). Please sign this acknowledgement page and only return this page, attention to KATHRINA O. BAYSON via fax (671) 472-5001 or via email to [kobayson@edoe.net](mailto:kobayson@edoe.net).

I, \_\_\_\_\_, an authorized representative of the company named below, acknowledge receipt of AMENDMENT 2, for IFB 028-2021 Telecommunication Service – Digital Transmission Services (DTS), Number of pages: 46 (including this coversheet).

\_\_\_\_\_  
Company Name (Print)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Time and Date



JON J. P. FERNANDEZ  
Superintendent of Education

DEPARTMENT OF EDUCATION  
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CARMEN T. CHARFAUROS  
Supply Management Administrator

May 17, 2021

**AMENDMENT 2**

**Prospective Bidders:**

Please refer to our Invitation for Bid No. 028-2021 Telecommunication Service – Digital Transmission Services (DTS), a copy of which was obtained by your company for consideration.

Please see Amendment 2, Attachment A – Summary of Pre-Bid Conference conducted on May 6, 2021.

Please see below questions submitted by Prospective Bidders:

**GTA**

1. Please provide a copy of the most recent invoice for the current services.  
*GDOE Response: See Amendment 2, Attachment B for the most recent invoices for PRI/SIP/DID service.*
2. Please confirm the requirements for GDOE's Session Boarder Control (SBC).  
*GDOE Response: There are no requirements for SBC. GDOE requires secured functional SIP services.*

Would GDOE like the ISP to provide a SBC as an outright purchase?

*GDOE Response: No.*

Would GDOE like the ISP to provide the SBC as a managed service?

*GDOE Response: The Bidder shall provide functional SIP services for voice connectivity. Refer to IFB's Sub-Section 2.3.2.*

**Pacific Data Systems**

3. Was the pre-bid conference attendance mandatory?  
*GDOE Response: No.*
4. Reference 2.4.2. page 5, What is the required delivery date of the services for all locations?  
*GDOE Response: The delivery of services shall commence on and no earlier than July 01, 2021.*

All else remains the same.

Sincerely,

  
CARMEN T. CHARFAUROS  
Supply Management Administrator

**Amendment No. 2**  
**IFB 028-2021 Telecommunication Service – Digital**  
**Transmission Services (DTS)**

**ATTACHMENT A**  
**Summary of Pre-Bid Conference**



JON J. P. FERNANDEZ  
Superintendent of Education

DEPARTMENT OF EDUCATION  
OFFICE OF SUPPLY MANAGEMENT

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CARMEN T. CHARFAUROS  
Supply Management Administrator

IFB 028-2021 Telecommunication Service – Digital Transmission Services (DTS)  
Pre-Bid Conference  
Thursday, May 6, 2021, 12:00 PM CHST

SUMMARY

I. Sign-In and Introduction

II. House Rules

- A. Pre-Bid Conference will be recorded and included in the Procurement File.
- B. Prospective Bidders must sign in on the zoom chat and provide the following information: Company Name, Individual's Name, email address.
- C. Please keep yourself on mute during the meeting. We will ask the group for questions periodically throughout the Pre-Bid Conference.

III. Reminders

A. Questions During Pre-Bid Conference

1. GDOE may provide verbal answers to verbal question from potential bidders during the pre-bid conference, however, verbal answers will not be considered as an official GDOE response.
2. All questions must be submitted in writing in accordance to Amendment No. 1 of the IFB, Section 3.1.14 – PRE-BID WRITTEN QUESTIONS no later than Monday, May 10, 2021 at 3:00 PM.
3. All written questions must be directed to Kathrina Bayson via email at [kobayson@gdoe.net](mailto:kobayson@gdoe.net), in accordance to the IFB, Section 3.1.1 – COMMUNICATION REGARDING THE IFB.
4. GDOE will respond to questions no later than Monday, May 17, 2021 at 5:00 PM. Response to written questions will be provided via Amendment to all Prospective Bidders.

B. IFB Requirements

1. Bidders must submit with their bid, the forms listed on the IFB, Section 5 – FORMS REQUIRED IN RESPONSE TO IFB.
2. Bidders must also submit the Bid Form included with the IFB. See Section 3.1.6 – BID SUBMISSION FORM.

C. Deadline for Submission

1. Deadline for Submission will be on Thursday, May 27, 2021 at 10:00 AM. Bids must be submitted before the deadline at the GDOE Supply Management Office (Refer to the IFB and Amendment No. 1, Section 3.1.4 – TIME AND DATE FOR RECEIPT OF BIDS for additional submission guidelines).
2. Bid Opening will be held on the same day, Thursday, May 27, 2021 at 11:30 AM via Video Conference as specified on the IFB and Amendment No. 1, Section 3.1.5 – RECEIPT AND OPENING OF BIDS.

IV. Project Description / Scope of Work

V. Conclusion

**Amendment No. 2**  
**IFB 028-2021 Telecommunication Service – Digital**  
**Transmission Services (DTS)**

**ATTACHMENT B**  
**Recent Invoice for Current Service**



185 Ilipog Drive, Ste. 204A  
Tamuning, Guam 96931  
Phone: 671-300-0200  
Fax: 671-300-0265

# Invoice

Invoice #: 211898  
Invoice Date: 04/01/2021  
Terms: Due Upon Receipt

**Bill To:**  
Department of Education  
Government of Guam  
500 Mariner Avenue  
Barrigada, GU 96913-1608

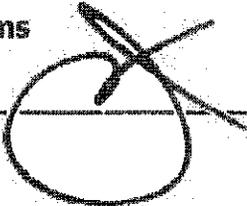
**Ship To:**  
Financial, Student, Administrative  
Information Systems (FSAIS)  
500 Mariner Avenue  
Barrigada, GU 96913-1608  
ATTENTION: Data Processing Manager  
and/or E-Rate Contact Person

IFB 007-2016  
Purchase Order: 20210012-00  
Vendor: 10157  
Vendor SPIN: 143026234  
Vendor EIN: 96-0001523

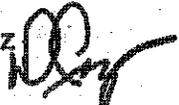
Services Rendered:	
1. Direct Inward Dial (DID) Block of 3550 April 01-30, 2021 service period	\$254.69
<b>Total Amount Due to Pacific Data Systems</b>	<b>\$254.69</b>
(BEAR)	

I certify that the above bill is just and correct;  
that payment therefor has not been received.

Pacific Data Systems

by: \_\_\_\_\_  


For Services Rendered in the Month of  
April 01, 2021 through April 30, 2021

D. Cruz 



**GUAM DEPARTMENT OF EDUCATION  
APRIL 2021**

INVOICE#	LOCATION	AMT
211897 - 1	NOC (X3)	1,007.49
211897 - 2	ADACAO ES	335.83
211897 - 3	AGANA HEIGHTS ES	335.83
211897 - 4	AGUEDA JOHNSTON MS	335.83
211897 - 5	ASTUMBO ES	335.83
211897 - 6	ASTUMBO MS	335.83
211897 - 7	BP CARBULLIDO ES	335.83
211897 - 8	CL TAITANO ES	335.83
211897 - 9	CHIEF BRODIE ES	335.83
211897 - 10	DL PEREZ ES	335.83
211897 - 11	FB LEON GUERRERO MS	335.83
211897 - 12	FINEGAYAN ES	335.83
211897 - 13	GEORGE WASHINGTON HS	335.83
211897 - 14	INARAJAN ES	335.83
211897 - 15	J RIOS MS	335.83
211897 - 16	JFK HS	335.83
211897 - 17	JM GUERRERO ES	335.83
211897 - 18	JQ SAN MIGUEL ES	335.83
211897 - 19	LBJ ES	335.83
211897 - 20	LIGUAN ES	335.83
211897 - 21	MA ULLOA ES	335.83
211897 - 22	MACHANANAO ES	335.83
211897 - 23	M SABLAN ES	335.83
211897 - 24	MERIZO ES	335.83
211897 - 25	MU LUJAN ES	335.83
211897 - 26	OCEANVIEW MS	335.83
211897 - 27	OKKODO HS	335.83
211897 - 28	ORDOT CHALAN PAGO ES	335.83
211897 - 29	PC LUJAN ES	335.83
211897 - 30	PRICE ES	335.83
211897 - 31	SIMON SANCHEZ HS	335.83
211897 - 32	SOUTHERN HS	335.83
211897 - 33	TALOFOFO ES	335.83
211897 - 34	TAMUNING ES	335.83
211897 - 35	UNTALAN MS	335.83
211897 - 36	UPI ES	335.83
211897 - 37	VA BENAVENTE MS	335.83
211897 - 38	WETTENGEL ES	335.83

BEAR INVOICES      \$ 13,703.19

STAMP:

RECEIVED BY:

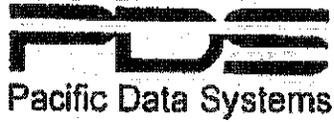
For Services Rendered in the Month of  
April, 01, 2021 thru April 30, 2021

D. Cruz

PRINT NAME

SIGNATURE

DATE:



185 Ilpog Drive, Ste. 204A.  
Tamuning, Guam 96931  
Phone: 671-300-0200  
Fax: 671-300-0265

*Invoice*

Invoice #: 211897-1  
Invoice Date: 4/1/2021  
Terms: Net 30

**Bill To:**  
Department of Education  
Government of Guam  
500 Mariner Avenue  
Barrigada, GU 96913-1608

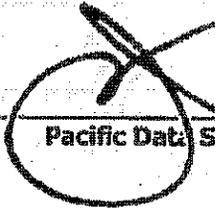
**Ship To:**  
Financial, Student, Administrative  
Information Systems (FSAIS)  
500 Mariner Avenue  
Barrigada, GU 96913-1608  
ATTENTION: Data Processing Manager  
and/or E-Rate Contact Person

IFB 007-2016 Digital Transmission Services  
Purchase Order: 20210011-01  
Vendor: 10157  
Vendor SPIN: 143026234  
Vendor EIN: 96-0001523

<b>Services Rendered:</b>	
1. ISDN PRI Lines: NOC (X3) April 01-30, 2021 service period	\$648.00
<u>Surcharge Fees</u>	<u>\$ 359.49</u>
<b>Total Amount Due to Pacific Data Systems</b>	<b><u>\$1,007.49</u></b>
<b>(BEAR)</b>	

I certify that the above bill is just and correct;  
that payment therefor has not been received.

by: \_\_\_\_\_

  
Pacific Data Systems



185 Ilipog Drive, Ste. 204A  
Tamuning, Guam 96931  
Phone: 671-300-0200  
Fax: 671-300-0255

# Invoice

Invoice #: 211897-2  
Invoice Date: 4/1/2021  
Terms: Net 30

**Bill To:**  
Department of Education  
Government of Guam  
500 Mariner Avenue  
Barrigada, GU 96913-1608

**Ship To:**  
Financial, Student, Administrative  
Information Systems (FSAIS)  
500 Mariner Avenue  
Barrigada, GU 96913-1608  
ATTENTION: Data Processing Manager  
and/or E-Rate Contact Person

IFB 007-2016 Digital Transmsion Services  
Purchase Order: 20210011-01  
Vendor: 10157  
Vendor SPIN: 143026234  
Vendor EIN: 96-0001523

<b>Services Rendered:</b>	
1. ISDN SIP Lines:	\$230.00
ADACAO ES	
April 01-30, 2021 service period	
<u>Surcharge Fees</u>	<u>\$ 375.82</u>
<b>Total Amount Due to Pacific Data Systems</b>	<b><u>\$ 605.82</u></b>
<b>(BEAR)</b>	

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by:  \_\_\_\_\_  
Pacific Data Systems



185 Ilipog Drive, Ste. 204A  
Tamuning, Guam 96931  
Phone: 671-300-0200  
Fax: 671-300-0265

# Invoice

Invoice #: 211897-3  
Invoice Date: 4/1/2021  
Terms: Net 30

**Bill To:**  
Department of Education  
Government of Guam  
500 Mariner Avenue  
Barrigada, GU 96913-1608

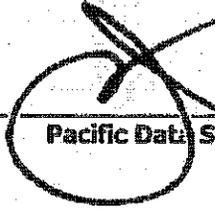
**Ship To:**  
Financial, Student, Administrative  
Information Systems (FSAIS)  
500 Mariner Avenue  
Barrigada, GU 96913-1608  
ATTENTION: Data Processing Manager  
and/or E-Rate Contact Person

IFB 007-2016 Digital Transmission Services  
Purchase Order: 20210011-01  
Vendor: 10157  
Vendor SPIN: 143026234  
Vendor EIN: 96-0001523

<b>Services Rendered:</b>	
1. ISDN PRI Lines:	\$216.00
AGANA HEIGHTS ES	
April 01-30, 2021 service period	
<u>Surcharge Fees</u>	<u>\$ 119.83</u>
<b>Total Amount Due to Pacific Data Systems</b>	<b><u>\$ 335.83</u></b>
<b>(BEAR)</b>	

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by: \_\_\_\_\_

  
Pacific Data Systems



**Invoice**

185 Ilipog Drive, Ste. 204A  
Tamuning, Guam 96931  
Phone: 671-300-0200  
Fax: 671-300-0265

**Invoice #:** 211897-4  
**Invoice Date:** 4/1/2021  
**Terms:** Net 30

**Bill To:**  
Department of Education  
Government of Guam  
500 Mariner Avenue  
Barrigada, GU 96913-1608

**Ship To:**  
Financial, Student, Administrative  
Information Systems (FSAIS)  
500 Mariner Avenue  
Barrigada, GU 96913-1608  
ATTENTION: Data Processing Manager  
and/or E-Rate Contact Person

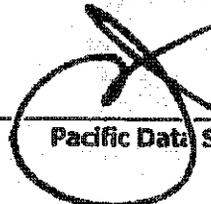
IFB 007-2016 Digital Transmission Services  
Purchase Order: 20210011-01  
Vendor: 10157  
Vendor SPIN: 143026234  
Vendor EIN: 96-0001523

<b>Services Rendered:</b>	
1. ISDN PRI Lines: AGUEDA JOHNSTON MS April 01-30, 2021 service period	\$216.00
<u>Surcharge Fees</u>	<u>\$ 119.83</u>
<b>Total Amount Due to Pacific Data Systems</b>	<b><u>\$ 335.83</u></b>

(BEAR)

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by: \_\_\_\_\_

  
Pacific Data Systems



185 Ilipog Drive, Ste. 204A  
Tamuning, Guam 96931  
Phone: 671-300-0200  
Fax: 671-300-0265

# Invoice

Invoice #: 211897-5  
Invoice Date: 4/1/2021  
Terms: Net 30

**Bill To:**  
Department of Education  
Government of Guam  
500 Mariner Avenue  
Barrigada, GU 96913-1608

**Ship To:**  
Financial, Student, Administrative  
Information Systems (FSAIS)  
500 Mariner Avenue  
Barrigada, GU 96913-1608  
ATTENTION: Data Processing Manager  
and/or E-Rate Contact Person

IFB 007-2016 Digital Transmission Services  
Purchase Order: 20210011-01  
Vendor: 10157  
Vendor SPIN: 143026234  
Vendor EIN: 96-0001523

Services Rendered:	
1. ISDN PRI Lines:	\$216.00
ASTUMBO ES	
April 01-30, 2021 service period	
Surcharge Fees	\$ 119.83
<b>Total Amount Due to Pacific Data Systems</b>	<b>\$ 335.83</b>

(BEAR)

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by: \_\_\_\_\_  
Pacific Data Systems



Pacific Data Systems

# Invoice

185 Ilipog Drive, Ste. 204A  
Tamuning, Guam 96931  
Phone: 671-300-0200  
Fax: 671-300-0265

Invoice #: 211897-6  
Invoice Date: 4/1/2021  
Terms: Net 30

**Bill To:**  
Department of Education  
Government of Guam  
500 Mariner Avenue  
Barrigada, GU 96913-1608

**Ship To:**  
Financial, Student, Administrative  
Information Systems (FSAIS)  
500 Mariner Avenue  
Barrigada, GU 96913-1608  
ATTENTION: Data Processing Manager  
and/or E-Rate Contact Person

IFB 007-2016 Digital Transmission Services  
Purchase Order: 20210011-01  
Vendor: 10157  
Vendor SPIN: 143026234  
Vendor EIN: 96-0001523

<b>Services Rendered:</b>	
1. ISDN PRI Lines:	\$216.00
ASTUMBO MS	
April 01-30, 2021 service period	
<u>Surcharge Fees</u>	<u>\$ 119.83</u>
<b>Total Amount Due to Pacific Data Systems</b>	<b><u>\$ 335.83</u></b>
<b>(BEAR)</b>	

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Pacific Data Systems



185 Ilipog Drive, Ste. 204A  
Tamuning, Guam 96931  
Phone: 671-300-0200  
Fax: 671-300-0265

# Invoice

Invoice #: 211897-7  
Invoice Date: 4/1/2021  
Terms: Net 30

**Bill To:**  
Department of Education  
Government of Guam  
500 Mariner Avenue  
Barrigada, GU 96913-1608

**Ship To:**  
Financial, Student, Administrative  
Information Systems (FSAIS)  
500 Mariner Avenue  
Barrigada, GU 96913-1608  
ATTENTION: Data Processing Manager  
and/or E-Rate Contact Person

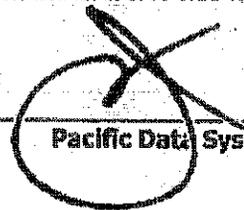
IFB 007-2016 Digital Transmission Services  
Purchase Order: 20210011-01  
Vendor: 10157  
Vendor SPIN: 143026234  
Vendor EIN: 96-0001523

<b>Services Rendered:</b>	
1. ISDN PRI Lines:	\$216.00
BP CARBULLIDO ES	
April 01-30, 2021 service period	
<u>Surcharge Fees</u>	<u>\$ 119.83</u>
<b>Total Amount Due to Pacific Data Systems</b>	<b><u>\$ 335.83</u></b>

(BEAR)

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by: \_\_\_\_\_

  
Pacific Data Systems



185 Ilpog Drive, Ste. 204A  
Tamuning, Guam 96931  
Phone: 671-300-0200  
Fax: 671-300-0265

# Invoice

Invoice #: 211897-8  
Invoice Date: 4/1/2021  
Terms: Net 30

**Bill To:**  
Department of Education  
Government of Guam  
500 Mariner Avenue  
Barrigada, GU 96913-1608

**Ship To:**  
Financial, Student, Administrative  
Information Systems (FSAIS)  
500 Mariner Avenue  
Barrigada, GU 96913-1608  
ATTENTION: Data Processing Manager  
and/or E-Rate Contact Person

IFB 007-2016 Digital Transmission Services  
Purchase Order: 20210011-01  
Vendor: 10157  
Vendor SPIN: 143026234  
Vendor EIN: 96-0001523

<b>Services Rendered:</b>	
1. ISDN PRI Lines:	\$216.00
CL TAITANO ES	
April 01-30, 2021 service period	
<u>Surcharge Fees</u>	<u>\$ 119.83</u>
<b>Total Amount Due to Pacific Data Systems</b>	<b><u>\$ 335.83</u></b>
<b>(BEAR)</b>	

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Pacific Data Systems



185 Ilpog Drive, Ste. 204A  
Tamuning, Guam 96931  
Phone: 671-300-0200  
Fax: 671-300-0265

# Invoice

Invoice #: 211897-9  
Invoice Date: 4/1/2021  
Terms: Net 30

**Bill To:**  
Department of Education  
Government of Guam  
500 Mariner Avenue  
Barrigada, GU 96913-1608

**Ship To:**  
Financial, Student, Administrative  
Information Systems (FSAIS)  
500 Mariner Avenue  
Barrigada, GU 96913-1608  
ATTENTION: Data Processing Manager  
and/or E-Rate Contact Person

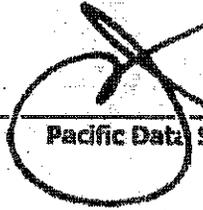
IFB 007-2016 Digital Transmission Services  
Purchase Order: 20210011-01  
Vendor: 10157  
Vendor SPIN: 143026234  
Vendor EIN: 96-0001523

Services Rendered:	
1. ISDN PRI Lines:	\$216.00
CHIEF BRODIE ES	
April 01-30, 2021 service period	
Surcharge Fees	<u>\$ 119.83</u>
<b>Total Amount Due to Pacific Data Systems:</b>	<b><u>\$ 335.83</u></b>

(BEAR)

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by: \_\_\_\_\_

  
Pacific Data Systems



# Invoice

185 Ilpog Drive, Ste. 204A  
Tamuning, Guam 96931  
Phone: 671-300-0200  
Fax: 671-300-0265

Invoice #: 211897-10  
Invoice Date: 4/1/2021  
Terms: Net 30

**Bill To:**  
Department of Education  
Government of Guam  
500 Mariner Avenue  
Barrigada, GU 96913-1608

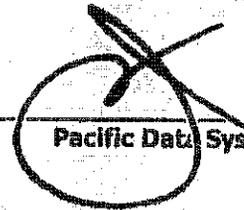
**Ship To:**  
Financial, Student, Administrative  
Information Systems (FSAIS)  
500 Mariner Avenue  
Barrigada, GU 96913-1608  
ATTENTION: Data Processing Manager  
and/or E-Rate Contact Person

IFB 007-2016 Digital Transmission Services  
Purchase Order: 20210011-01  
Vendor: 10157  
Vendor SPIN: 143026234  
Vendor EIN: 96-0001523

<b>Services Rendered:</b>	
1. ISDN PRI Lines:	\$216.00
DL PEREZ ES	
April 01-30, 2021 service period	
Surcharge Fees	<u>\$ 119.83</u>
<b>Total Amount Due to Pacific Data Systems</b>	<b><u>\$ 335.83</u></b>

(BEAR)

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by:  \_\_\_\_\_  
Pacific Data Systems



**Invoice**

185 Ilipog Drive, Ste. 204A  
Tamuning, Guam 96931  
Phone: 671-300-0200  
Fax: 671-300-0265

**Invoice #:** 211897-11  
**Invoice Date:** 4/1/2021  
**Terms:** Net 30

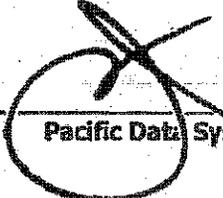
**Bill To:**  
Department of Education  
Government of Guam  
500 Mariner Avenue  
Barrigada, GU 96913-1608

**Ship To:**  
Financial, Student, Administrative  
Information Systems (FSAIS)  
500 Mariner Avenue  
Barrigada, GU 96913-1608  
ATTENTION: Data Processing Manager  
and/or E-Rate Contact Person

IFB 007-2016 Digital Transmission Services  
Purchase Order: 20210011-01  
Vendor: 10157  
Vendor SPIN: 143026234  
Vendor EIN: 96-0001523

<b>Services Rendered:</b>	
1. ISDN PRI Lines:	\$216.00
FB LEON GUERRERO MS	
April 01-30, 2021 service period	
<u>Surcharge Fees</u>	<u>\$ 119.83</u>
<b>Total Amount Due to Pacific Data Systems</b>	<b><u>\$ 335.83</u></b>
<b>(BEAR)</b>	

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by:  \_\_\_\_\_  
Pacific Data Systems



185 Ilpog Drive, Ste. 204A  
Tamuning, Guam 96931  
Phone: 671-300-0200  
Fax: 671-300-0265

# Invoice

Invoice #: 211897-12  
Invoice Date: 4/1/2021  
Terms: Net 30

**Bill To:**  
Department of Education  
Government of Guam  
500 Mariner Avenue  
Barrigada, GU 96913-1608

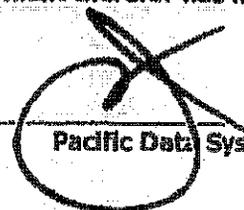
**Ship To:**  
Financial, Student, Administrative  
Information Systems (FSAIS)  
500 Mariner Avenue  
Barrigada, GU 96913-1608  
ATTENTION: Data Processing Manager  
and/or E-Rate Contact Person

IFB 007-2016 Digital Transmission Services  
Purchase Order: 20210011-01  
Vendor: 10157  
Vendor SPIN: 143026234  
Vendor EIN: 96-0001523

Services Rendered:	
1. ISDN PRI Lines: FINEGAYAN ES April 01-30, 2021 service period	\$216.00
Surcharge Fees	\$ 119.83
<b>Total Amount Due to Pacific Data Systems</b>	<b><u>\$ 335.83</u></b>

(BEAR)

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by:  \_\_\_\_\_  
Pacific Data Systems



# Invoice

185 Ilipog Drive, Ste. 204A  
Tamuning, Guam 96931  
Phone: 671-300-0200  
Fax: 671-300-0265

Invoice #: 211897-13  
Invoice Date: 4/1/2021  
Terms: Net 30

**Bill To:**  
Department of Education  
Government of Guam  
500 Mariner Avenue  
Barrigada, GU 96913-1608

**Ship To:**  
Financial, Student, Administrative  
Information Systems (FSAIS)  
500 Mariner Avenue  
Barrigada, GU 96913-1608  
ATTENTION: Data Processing Manager  
and/or E-Rate Contact Person

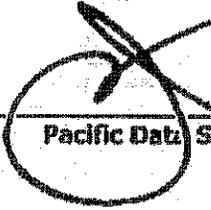
IPB 007-2016 Digital Transmission Services  
Purchase Order: 20210011-01  
Vendor: 10157  
Vendor SPIN: 143026234  
Vendor EIN: 96-0001523

Services Rendered:	
1. ISDN PRI Lines:	\$216.00
GEORGE WASHINGTON HS	
April 01-30, 2021 service period	
Surcharge Fees	\$ 119.83
<b>Total Amount Due to Pacific Data Systems</b>	<b>\$ 335.83</b>

(BEAR)

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by: \_\_\_\_\_

  
Pacific Data Systems



Pacific Data Systems

# Invoice

185 Ilipog Drive, Ste. 204A  
Tamuning, Guam 96931  
Phone: 671-300-0200  
Fax: 671-300-0265

Invoice #: 211897-14  
Invoice Date: 4/1/2021  
Terms: Net 30

Bill To:  
Department of Education  
Government of Guam  
500 Mariner Avenue  
Barrigada, GU 96913-1608

Ship To:  
Financial, Student, Administrative  
Information Systems (FSAIS)  
500 Mariner Avenue  
Barrigada, GU 96913-1608  
ATTENTION: Data Processing Manager  
and/or E-Rate Contact Person

IFB 007-2016 Digital Transmission Services  
Purchase Order: 20210011-01  
Vendor: 10157  
Vendor SPIN: 143026234  
Vendor EIN: 96-0001523

Services Rendered:	
1. ISDN PRI Lines:	\$216.00
INARAJAN ES	
April 01-30, 2021 service period	
<u>Surcharge Fees</u>	<u>\$ 119.83</u>
<b>Total Amount Due to Pacific Data Systems</b>	<b><u>\$ 335.83</u></b>

(BEAR)

I certify that the above bill is just and correct;  
that payment therefor has not been received.

by: \_\_\_\_\_  
Pacific Data Systems



**Invoice**

185 Ilpog Drive, Ste. 204A  
Tamuning, Guam 96931  
Phone: 671-300-0200  
Fax: 671-300-0265

Invoice #: 211897-15  
Invoice Date: 4/1/2021  
Terms: Net 30

**Bill To:**  
Department of Education  
Government of Guam  
500 Mariner Avenue  
Barrigada, GU 96913-1608

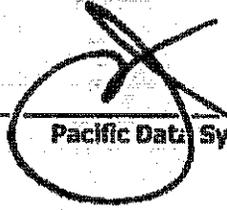
**Ship To:**  
Financial, Student, Administrative  
Information Systems (FSAIS)  
500 Mariner Avenue  
Barrigada, GU 96913-1608  
ATTENTION: Data Processing Manager  
and/or E-Rate Contact Person

IFB 007-2016 Digital Transmission Services  
Purchase Order: 20210011-01  
Vendor: 10157  
Vendor SPIN: 143026234  
Vendor EIN: 96-0001523

<b>Services Rendered:</b>	
1. ISDN PRI Lines: J RIOS MS April 01-30, 2021 service period	\$216.00
<u>Surcharge Fees</u>	<u>\$ 119.83</u>
<b>Total Amount Due to Pacific Data Systems</b>	<b><u>\$ 335.83</u></b>

(BEAR)

I certify that the above bill is just and correct;  
that payment therefor has not been received.

by:   
Pacific Data Systems



Pacific Data Systems

# Invoice

185 Ilipog Drive, Ste. 204A  
Tamuning, Guam 96931  
Phone: 671-300-0200  
Fax: 671-300-0265

Invoice #: 211897-16  
Invoice Date: 4/1/2021  
Terms: Net 30

**Bill To:**  
Department of Education  
Government of Guam  
500 Mariner Avenue  
Barrigada, GU 96913-1608

**Ship To:**  
Financial, Student, Administrative  
Information Systems (FSAIS)  
500 Mariner Avenue  
Barrigada, GU 96913-1608  
ATTENTION: Data Processing Manager  
and/or E-Rate Contact Person

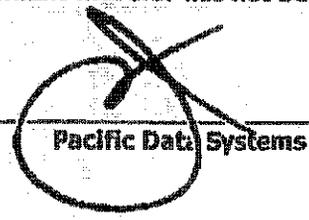
IFB 007-2016 Digital Transmission Services  
Purchase Order: 20210011-01  
Vendor: 10157  
Vendor SPIN: 143026234  
Vendor EIN: 96-0001523

<b>Services Rendered:</b>	
1. ISDN PRI Lines:	\$216.00
JFK HS	
April 01-30, 2021 service period	
Surcharge Fees	<u>\$ 119.83</u>
<b>Total Amount Due to Pacific Data Systems</b>	<b><u>\$ 335.83</u></b>

(BEAR)

I certify that the above bill is just and correct;  
that payment therefor has not been received.

by: \_\_\_\_\_

  
Pacific Data Systems



# Invoice

185 Ilipog Drive, Ste. 204A  
Tamuning, Guam 96931  
Phone: 671-300-0200  
Fax: 671-300-0265

Invoice #: 211897-17  
Invoice Date: 4/1/2021  
Terms: Net 30

**Bill To:**  
Department of Education  
Government of Guam  
500 Mariner Avenue  
Barrigada, GU 96913-1608

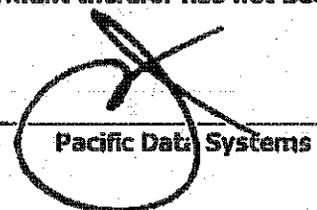
**Ship To:**  
Financial, Student, Administrative  
Information Systems (FSAIS)  
500 Mariner Avenue  
Barrigada, GU 96913-1608  
ATTENTION: Data Processing Manager  
and/or E-Rate Contact Person

IFB 007-2016 Digital Transmission Services  
Purchase Order: 20210011-01  
Vendor: 10157  
Vendor SPIN: 143026234  
Vendor EIN: 96-0001523

<b>Services Rendered:</b>	
1. ISDN PRI Lines:	\$216.00
JM GUERRERO ES	
April 01-30, 2021 service period	
<u>Surcharge Fees</u>	<u>\$ 119.83</u>
<b>Total Amount Due to Pacific Data Systems</b>	<b><u>\$ 335.83</u></b>
<b>(BEAR)</b>	

I certify that the above bill is just and correct;  
that payment therefor has not been received.

by: \_\_\_\_\_

  
Pacific Data Systems



Pacific Data Systems

# Invoice

185 Ilipog Drive, Ste. 204A  
Tamuning, Guam 96931  
Phone: 671-300-0200  
Fax: 671-300-0265

Invoice #: 211897-18  
Invoice Date: 4/1/2021  
Terms: Net 30

**Bill To:**  
Department of Education  
Government of Guam  
500 Mariner Avenue  
Barrigada, GU 96913-1608

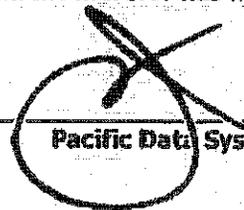
**Ship To:**  
Financial, Student, Administrative  
Information Systems (FSAIS)  
500 Mariner Avenue  
Barrigada, GU 96913-1608  
ATTENTION: Data Processing Manager  
and/or E-Rate Contact Person

IFB 007-2016 Digital Transmission Services  
Purchase Order: 20210011-01  
Vendor: 10157  
Vendor SPIN: 143026234  
Vendor EIN: 96-0001523

<b>Services Rendered:</b>	
1. ISDN PRI Lines:	\$216.00
IQ SAN MIGUEL ES	
April 01-30, 2021 service period	
<u>Surcharge Fees</u>	<u>\$ 119.83</u>
<b>Total Amount Due to Pacific Data Systems</b>	<b><u>\$ 335.83</u></b>

**(BEAR)**

I certify that the above bill is just and correct;  
that payment therefor has not been received.

by:  \_\_\_\_\_  
Pacific Data Systems



**Invoice**

185 Ilpog Drive, Ste. 204A  
Tamuning, Guam 96931  
Phone: 671-300-0200  
Fax: 671-300-0265

Invoice #: 211897-19  
Invoice Date: 4/1/2021  
Terms: Net 30

**Bill To:**  
Department of Education  
Government of Guam  
500 Mariner Avenue  
Barrigada, GU 96913-1608

**Ship To:**  
Financial, Student, Administrative  
Information Systems (FSAIS)  
500 Mariner Avenue  
Barrigada, GU 96913-1608  
ATTENTION: Data Processing Manager  
and/or E-Rate Contact Person

IFB 007-2016 Digital Transmission Services  
Purchase Order: 20210011-01  
Vendor: 10157  
Vendor SPIN: 143026234  
Vendor EIN: 96-0001523

<b>Services Rendered:</b>	
1. ISDN PRI Lines:	\$216.00
LBJ ES	
April 01-30, 2021 service period	
Surcharge Fees	<u>\$ 119.83</u>
<b>Total Amount Due to Pacific Data Systems</b>	<b><u>\$ 335.83</u></b>
<b>(BEAR)</b>	

I certify that the above bill is just and correct;  
that payment therefor has not been received.

by:  \_\_\_\_\_  
Pacific Data Systems



185 Ilpog Drive, Ste. 204A  
 Tamuning, Guam 96931  
 Phone: 671-300-0200  
 Fax: 671-300-0265

# Invoice

**Invoice #:** 211897-28  
**Invoice Date:** 4/1/2021  
**Terms:** Net 30

**Bill To:**  
 Department of Education  
 Government of Guam  
 500 Mariner Avenue  
 Barrigada, GU 96913-1608

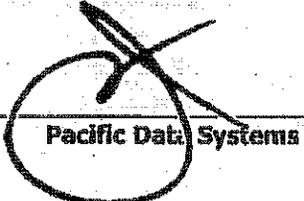
**Ship To:**  
 Financial, Student, Administrative  
 Information Systems (FSAIS)  
 500 Mariner Avenue  
 Barrigada, GU 96913-1608  
 ATTENTION: Data Processing Manager  
 and/or E-Rate Contact Person

IFB 007-2016 Digital Transmission Services  
 Purchase Order: 20210011-01  
 Vendor: 10157  
 Vendor SPIN: 143026234  
 Vendor EIN: 96-0001523

<b>Services Rendered:</b>	
1. ISDN PRI Lines: LIGUAN ES April 01-30, 2021 service period	\$216.00
<u>Surcharge Fees</u>	<u>\$ 119.83</u>
<b>Total Amount Due to Pacific Data Systems</b>	<b><u>\$ 335.83</u></b>

(BEAR)

I certify that the above bill is just and correct;  
 that payment therefor has not been received.

by: \_\_\_\_\_  
  
 Pacific Data Systems



185 Ilipog Drive, Ste. 204A  
Tamuning, Guam 96931  
Phone: 671-300-0200  
Fax: 671-300-0265

# Invoice

Invoice #: 211897-21  
Invoice Date: 4/1/2021  
Terms: Net 30

**Bill To:**  
Department of Education  
Government of Guam  
500 Mariner Avenue  
Barrigada, GU 96913-1608

**Ship To:**  
Financial, Student, Administrative  
Information Systems (FSAIS)  
500 Mariner Avenue  
Barrigada, GU 96913-1608  
ATTENTION: Data Processing Manager  
and/or E-Rate Contact Person

IFB 007-2016 Digital Transmission Services  
Purchase Order: 20210011-01  
Vendor: 10157  
Vendor SPIN: 143026234  
Vendor EIN: 96-0001523

Services Rendered:	
1. ISDN PRI Lines:	\$216.00
MA ULLOA ES	
April 01-30, 2021 service period	
<u>Surcharge Fees</u>	<u>\$ 119.83</u>
<b>Total Amount Due to Pacific Data Systems</b>	<b><u>\$ 335.83</u></b>

(BEAR)

I certify that the above bill is just and correct;  
that payment therefor has not been received.

by:  \_\_\_\_\_  
Pacific Data Systems



**Invoice**

185 Ilipog Drive, Ste. 204A  
Tamuning, Guam 96931  
Phone: 671-300-0200  
Fax: 671-300-0265

**Invoice #:** 211897-22  
**Invoice Date:** 4/1/2021  
**Terms:** Net 30

**Bill To:**  
Department of Education  
Government of Guam  
500 Mariner Avenue  
Barrigada, GU 96913-1608

**Ship To:**  
Financial, Student, Administrative  
Information Systems (FSAIS)  
500 Mariner Avenue  
Barrigada, GU 96913-1608  
**ATTENTION:** Data Processing Manager  
and/or E-Rate Contact Person

IFB 007-2016 Digital Transmission Services  
Purchase Order: 20210011-01  
Vendor: 10157  
Vendor SPIN: 143026234  
Vendor EIN: 96-0001523

<b>Services Rendered:</b>	
1. ISDN PRI Lines: MACHANANAO ES April 01-30, 2021 service period	\$216.00
<u>Surcharge Fees</u>	<u>\$ 119.83</u>
<b>Total Amount Due to Pacific Data Systems</b>	<b><u>\$ 335.83</u></b>
<b>(BEAR)</b>	

I certify that the above bill is just and correct;  
that payment therefor has not been received.

by: \_\_\_\_\_  
  
Pacific Data Systems



185 Ilpog Drive, Ste. 204A  
Tamuning, Guam 96931  
Phone: 671-300-0200  
Fax: 671-300-0265

# Invoice

Invoice #: 211897-23  
Invoice Date: 4/1/2021  
Terms: Net 30

**Bill To:**  
Department of Education  
Government of Guam  
500 Mariner Avenue  
Barrigada, GU 96913-1608

**Ship To:**  
Financial, Student, Administrative  
Information Systems (FSAIS)  
500 Mariner Avenue  
Barrigada, GU 96913-1608  
ATTENTION: Data Processing Manager  
and/or E-Rate Contact Person

IFB 007-2016 Digital Transmission Services  
Purchase Order: 20210011-01  
Vendor: 10157  
Vendor SPIN: 143026234  
Vendor EIN: 96-0001523

<b>Services Rendered:</b>	
1. ISDN PRI Lines:	\$216.00
MARCIAL SABLAN ES	
April 01-30, 2021 service period	
<u>Surcharge Fees</u>	<u>\$ 119.83</u>
<b>Total Amount Due to Pacific Data Systems</b>	<b><u>\$ 335.83</u></b>
<b>(BEAR)</b>	

I certify that the above bill is just and correct;  
that payment therefor has not been received.

by: \_\_\_\_\_  
Pacific Data Systems





185 Ilipog Drive, Ste. 204A  
Tamuning, Guam 96931  
Phone: 671-300-0200  
Fax: 671-300-0265

# Invoice

Invoice #: 211897-24  
Invoice Date: 4/1/2021  
Terms: Net 30

**Bill To:**  
Department of Education  
Government of Guam  
500 Mariner Avenue  
Barrigada, GU 96913-1608

**Ship To:**  
Financial, Student, Administrative  
Information Systems (FSAIS)  
500 Mariner Avenue  
Barrigada, GU 96913-1608  
ATTENTION: Data Processing Manager  
and/or E-Rate Contact Person

IFB 007-2016 Digital Transmission Services  
Purchase Order: 20210011-01  
Vendor: 10157  
Vendor SPIN: 143026234  
Vendor EIN: 96-0001523

Services Rendered:	
1. ISDN PRI Lines:	\$216.00
MERIZO ES	
April 01-30, 2021 service period	
<u>Surcharge Fees</u>	<u>\$ 119.83</u>
<b>Total Amount Due to Pacific Data Systems</b>	<b><u>\$ 335.83</u></b>

(BEAR)

I certify that the above bill is just and correct;  
that payment therefor has not been received.

by:  \_\_\_\_\_  
Pacific Data Systems



185 Ilipog Drive, Ste. 204A  
Tamuning, Guam 96931  
Phone: 671-300-0200  
Fax: 671-300-0265

# Invoice

Invoice #: 211897-25  
Invoice Date: 4/1/2021  
Terms: Net 30

**Bill To:**  
Department of Education  
Government of Guam  
500 Mariner Avenue  
Barrigada, GU 96913-1608

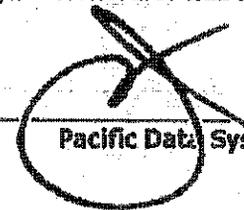
**Ship To:**  
Financial, Student, Administrative  
Information Systems (FSAIS)  
500 Mariner Avenue  
Barrigada, GU 96913-1608  
ATTENTION: Data Processing Manager  
and/or E-Rate Contact Person

IFB 007-2016 Digital Transmission Services  
Purchase Order: 20210011-01  
Vendor: 10157  
Vendor SPIN: 143026234  
Vendor EIN: 96-0001523

<b>Services Rendered:</b>	
1. ISDN PRI Lines:	\$216.00
MU LUJAN ES	
April 01-30, 2021 service period	
Surcharge Fees	<u>\$ 119.83</u>
<b>Total Amount Due to Pacific Data Systems</b>	<b><u>\$ 335.83</u></b>

**(BEAR)**

I certify that the above bill is just and correct;  
that payment therefor has not been received.

by:  \_\_\_\_\_  
Pacific Data Systems



185 Ilipog Drive, Ste. 204A  
 Tamuning, Guam 96931  
 Phone: 671-300-0200  
 Fax: 671-300-0265

**Invoice**

Invoice #: 211897-26  
 Invoice Date: 4/1/2021  
 Terms: Net 30

**Bill To:**  
 Department of Education  
 Government of Guam  
 500 Mariner Avenue  
 Barrigada, GU 96913-1608

**Ship To:**  
 Financial, Student, Administrative  
 Information Systems (FSAIS)  
 500 Mariner Avenue  
 Barrigada, GU 96913-1608  
 ATTENTION: Data Processing Manager  
 and/or E-Rate Contact Person

IFB 007-2016 Digital Transmission Services  
 Purchase Order: 20210011-01  
 Vendor: 10157  
 Vendor SPIN: 143026234  
 Vendor EIN: 96-0001523

<b>Services Rendered:</b>	
1. ISDN PRI Lines:	\$216.00
OCEANVIEW MS	
April 01-30, 2021 service period	
<u>Surcharge Fees</u>	<u>\$ 119.83</u>
<b>Total Amount Due to Pacific Data Systems</b>	<b><u>\$ 335.83</u></b>

(BEAR)

I certify that the above bill is just and correct;  
 that payment therefor has not been received.

by:  \_\_\_\_\_  
 Pacific Data Systems



*Invoice*

185 Ilipog Drive, Ste. 204A  
Tamuning, Guam 96931  
Phone: 671-300-0200  
Fax: 671-300-0265

Invoice #: 211897-27  
Invoice Date: 4/1/2021  
Terms: Net 30

Bill To:  
Department of Education  
Government of Guam  
500 Mariner Avenue  
Barrigada, GU 96913-1608

Ship To:  
Financial, Student, Administrative  
Information Systems (FSAIS)  
500 Mariner Avenue  
Barrigada, GU 96913-1608  
ATTENTION: Data Processing Manager  
and/or E-Rate Contact Person

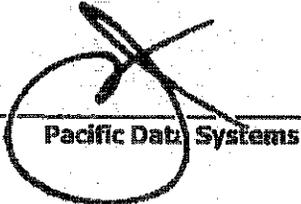
IFB 007-2016 Digital Transmission Services  
Purchase Order: 20210011-01  
Vendor: 10157  
Vendor SPIN: 143026234  
Vendor EIN: 96-0001523

<b>Services Rendered:</b>	
1. ISDN PRI Lines: OKKODU HS April 01-30, 2021 service period	\$216.00
<u>Surcharge Fees</u>	<u>\$ 119.83</u>
<b>Total Amount Due to Pacific Data Systems</b>	<b><u>\$ 335.83</u></b>

(BEAR)

I certify that the above bill is just and correct;  
that payment therefor has not been received.

by: \_\_\_\_\_

  
Pacific Data Systems



# Invoice

185 Ilipog Drive, Ste. 204A  
Tamuning, Guam 96931  
Phone: 671-300-0200  
Fax: 671-300-0255

Invoice #: 211897-28  
Invoice Date: 4/1/2021  
Terms: Net 30

**Bill To:**  
Department of Education  
Government of Guam  
500 Mariner Avenue  
Barrigada, GU 96913-1608

**Ship To:**  
Financial, Student, Administrative  
Information Systems (FSAIS)  
500 Mariner Avenue  
Barrigada, GU 96913-1608  
ATTENTION: Data Processing Manager  
and/or E-Rate Contact Person

IFB 007-2016 Digital Transmission Services  
Purchase Order: 20210011-01  
Vendor: 10157  
Vendor SPIN: 143026234  
Vendor EIN: 96-0001523

<b>Services Rendered:</b>	
1. ISDN PRI Lines:	\$216.00
ORDOT CHALAN PAGO ES	
April 01-30, 2021 service period	
Surcharge Fees	\$ 119.83
<b>Total Amount Due to Pacific Data Systems</b>	<b><u>\$ 335.83</u></b>

(BEAR)

I certify that the above bill is just and correct;  
that payment therefor has not been received.

by:   
Pacific Data Systems



Pacific Data Systems

# Invoice

185 Ilipog Drive, Ste. 204A  
Tamuning, Guam 96931  
Phone: 671-300-0200  
Fax: 671-300-0265

Invoice #: 211897-29  
Invoice Date: 4/1/2021  
Terms: Net 30

**Bill To:**  
Department of Education  
Government of Guam  
500 Mariner Avenue  
Barrigada, GU 96913-1608

**Ship To:**  
Financial, Student, Administrative  
Information Systems (FSAIS)  
500 Mariner Avenue  
Barrigada, GU 96913-1608  
ATTENTION: Data Processing Manager  
and/or E-Rate Contact Person

IFB 007-2016 Digital Transmission Services  
Purchase Order: 20210011-01  
Vendor: 10157  
Vendor SPIN: 143026234  
Vendor EIN: 96-0001523

<b>Services Rendered:</b>	
1. ISDN PRI Lines:	\$216.00
PC LUJAN ES	
April 01-30, 2021 service period	
Surcharge Fees	\$ 119.83
<b>Total Amount Due to Pacific Data Systems</b>	<b><u>\$ 335.83</u></b>

(BEAR)

I certify that the above bill is just and correct;  
that payment therefor has not been received.

by: \_\_\_\_\_

  
Pacific Data Systems



Pacific Data Systems

# Invoice

185 Ilipog Drive, Ste. 204A  
Tamuning, Guam 96931  
Phone: 671-300-0200  
Fax: 671-300-0265

Invoice #: 211897-30  
Invoice Date: 4/1/2021  
Terms: Net 30

**Bill To:**  
Department of Education  
Government of Guam  
500 Mariner Avenue  
Barrigada, GU 96913-1608

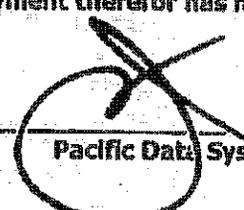
**Ship To:**  
Financial, Student, Administrative  
Information Systems (FSAIS)  
500 Mariner Avenue  
Barrigada, GU 96913-1608  
ATTENTION: Data Processing Manager  
and/or E-Rate Contact Person

IFB 007-2016 Digital Transmission Services  
Purchase Order: 20210011-01  
Vendor: 10157  
Vendor SPIN: 143026234  
Vendor EIN: 96-0001523

<b>Services Rendered:</b>	
1. ISDN PRI Lines:	\$216.00
PRICE ES	
April 01-30, 2021 service period	
<u>Surcharge Fees</u>	<u>\$ 119.83</u>
<b>Total Amount Due to Pacific Data Systems</b>	<b><u>\$ 335.83</u></b>

(BEAR)

I certify that the above bill is just and correct;  
that payment therefor has not been received.

by:  \_\_\_\_\_  
Pacific Data Systems



**Invoice**

185 Ilipog Drive, Ste. 204A  
Tamuning, Guam 96931  
Phone: 671-300-0200  
Fax: 671-300-0265

**Invoice #:** 211897-31  
**Invoice Date:** 4/1/2021  
**Terms:** Net 30

**Bill To:**  
Department of Education  
Government of Guam  
500 Mariner Avenue  
Barrigada, GU 96913-1608

**Ship To:**  
Financial, Student, Administrative  
Information Systems (FSAIS)  
500 Mariner Avenue  
Barrigada, GU 96913-1608  
**ATTENTION:** Data Processing Manager  
and/or E-Rate Contact Person

IFB 007-2016 Digital Transmission Services  
Purchase Order: 20210011-01  
Vendor: 10157  
Vendor SPIN: 143026234  
Vendor EIN: 96-0001523

<b>Services Rendered:</b>	
1. ISDN PRI Lines:	\$216.00
SIMON SANCHEZ HS	
April 01-30, 2021 service period	
Surcharge Fees	\$ 119.83
<hr/>	
<b>Total Amount Due to Pacific Data Systems</b>	<b><u>\$ 335.83</u></b>
 (BEAR)	

I certify that the above bill is just and correct;  
that payment therefor has not been received.

by: \_\_\_\_\_  
Pacific Data Systems



# Invoice

185 Ilipog Drive, Ste. 204A  
Tamuning, Guam 96931  
Phone: 671-300-0200  
Fax: 671-300-0265

Invoice #: 211897-32  
Invoice Date: 4/1/2021  
Terms: Net 30

**Bill To:**  
Department of Education  
Government of Guam  
500 Mariner Avenue  
Barrigada, GU 96913-1608

**Ship To:**  
Financial, Student, Administrative  
Information Systems (FSAIS)  
500 Mariner Avenue  
Barrigada, GU 96913-1608  
ATTENTION: Data Processing Manager  
and/or E-Rate Contact Person

IFB 007-2016 Digital Transmission Services  
Purchase Order: 20210011-01  
Vendor: 10157  
Vendor SPIN: 143026234  
Vendor EIN: 96-0001523

<b>Services Rendered:</b>	
1. ISDN PRI Lines:	\$216.00
SOUTHERN HS	
April 01-30, 2021 service period	
<u>Surcharge Fees</u>	<u>\$ 119.83</u>
<b>Total Amount Due to Pacific Data Systems</b>	<b><u>\$ 335.83</u></b>

(BEAR)

I certify that the above bill is just and correct;  
that payment therefor has not been received.

by:  \_\_\_\_\_  
Pacific Data Systems



*Invoice*

185 Ilipog Drive, Ste. 204A  
Tamuning, Guam 96931  
Phone: 671-300-0200  
Fax: 671-300-0265

Invoice #: 211897-33  
Invoice Date: 4/1/2021  
Terms: Net 30

**Bill To:**  
Department of Education  
Government of Guam  
500 Mariner Avenue  
Barrigada, GU 96913-1608

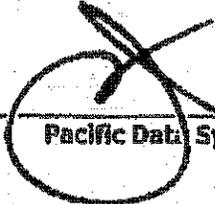
**Ship To:**  
Financial, Student, Administrative  
Information Systems (FSAIS)  
500 Mariner Avenue  
Barrigada, GU 96913-1608  
ATTENTION: Data Processing Manager  
and/or E-Rate Contact Person

IFB 007-2016 Digital Transmission Services  
Purchase Order: 20210011-01  
Vendor: 10157  
Vendor SPIN: 143026234  
Vendor EIN: 96-0001523

<b>Services Rendered:</b>	
1. ISDN PRI Lines: TALOFOFO ES April 01-30, 2021 service period	\$216.00
<u>Surcharge Fees</u>	<u>\$ 119.83</u>
<b>Total Amount Due to Pacific Data Systems</b>	<b><u>\$ 335.83</u></b>

**(BEAR)**

I certify that the above bill is just and correct;  
that payment therefor has not been received.

by:  \_\_\_\_\_  
Pacific Data Systems



185 Ilipog Drive, Ste. 204A  
Tamuning, Guam 96931  
Phone: 671-300-0200  
Fax: 671-300-0265

# Invoice

Invoice #: 211897-34  
Invoice Date: 4/1/2021  
Terms: Net 30

**Bill To:**  
Department of Education  
Government of Guam  
500 Mariner Avenue  
Barrigada, GU 96913-1608

**Ship To:**  
Financial, Student, Administrative  
Information Systems (FSAIS)  
500 Mariner Avenue  
Barrigada, GU 96913-1608  
ATTENTION: Data Processing Manager  
and/or E-Rate Contact Person

IFB 007-2016 Digital Transmission Services  
Purchase Order: 20210011-01  
Vendor: 10157  
Vendor SPIN: 143026234  
Vendor EIN: 96-0001523

<b>Services Rendered:</b>	
1. ISDN PRI Lines: TAMUNING ES April 01-30, 2021 service period	\$216.00
<u>Surcharge Fees</u>	<u>\$ 119.83</u>
<b>Total Amount Due to Pacific Data Systems</b>	<b><u>\$ 335.83</u></b>

(BEAR)

I certify that the above bill is just and correct;  
that payment therefor has not been received.

by:   
Pacific Data Systems



185 Ilipog Drive, Ste. 204A  
Tamuning, Guam 96931  
Phone: 671-300-0200  
Fax: 671-300-0265

# Invoice

Invoice #: 211897-35  
Invoice Date: 4/1/2021  
Terms: Net 30

**Bill To:**  
Department of Education  
Government of Guam  
500 Mariner Avenue  
Barrigada, GU 96913-1608

**Ship To:**  
Financial, Student, Administrative  
Information Systems (FSAIS)  
500 Mariner Avenue  
Barrigada, GU 96913-1608  
ATTENTION: Data Processing Manager  
and/or E-Rate Contact Person

IFB 007-2016 Digital Transmission Services  
Purchase Order: 20210011-01  
Vendor: 10157  
Vendor SPIN: 143026234  
Vendor EIN: 96-0001523

<b>Services Rendered:</b>	
1. ISDN PRI Lines:	\$216.00
UNTALAN MS	
April 01-30, 2021 service period	
<u>Surcharge Fees</u>	<u>\$ 119.83</u>
<b>Total Amount Due to Pacific Data Systems</b>	<b><u>\$ 335.83</u></b>

(BEAR)

I certify that the above bill is just and correct;  
that payment therefor has not been received.

by:  \_\_\_\_\_  
Pacific Data Systems



**Invoice**

185 Ilipog Drive, Ste. 204A  
Tamuning, Guam 96931  
Phone: 671-300-0200  
Fax: 671-300-0265

Invoice #: 211897-36  
Invoice Date: 4/1/2021  
Terms: Net 30

**Bill To:**  
Department of Education  
Government of Guam  
500 Mariner Avenue  
Barrigada, GU 96913-1608

**Ship To:**  
Financial, Student, Administrative  
Information Systems (FSAIS)  
500 Mariner Avenue  
Barrigada, GU 96913-1608  
ATTENTION: Data Processing Manager  
and/or E-Rate Contact Person

IFB 007-2016 Digital Transmission Services  
Purchase Order: 20210011-01  
Vendor: 10157  
Vendor SPIN: 143026234  
Vendor EIN: 96-0001523

<b>Services Rendered:</b>	
1. ISDN PRI Lines:	\$216.00
UPI ES	
April 01-30, 2021 service period	
<u>Surcharge Fees</u>	<u>\$ 119.83</u>
<b>Total Amount Due to Pacific Data Systems</b>	<b><u>\$ 335.83</u></b>
<b>(BEAR)</b>	

I certify that the above bill is just and correct;  
that payment therefor has not been received.

by:  \_\_\_\_\_  
Pacific Data Systems



**Invoice**

185 Illpog Drive, Ste. 204A  
Tamuning, Guam 96931  
Phone: 671-300-0200  
Fax: 671-300-0265

**Invoice #:** 211897-37  
**Invoice Date:** 4/1/2021  
**Terms:** Net 30

**Bill To:**  
Department of Education  
Government of Guam  
500 Mariner Avenue  
Barrigada, GU 96913-1608

**Ship To:**  
Financial, Student, Administrative  
Information Systems (FSAIS)  
500 Mariner Avenue  
Barrigada, GU 96913-1608  
**ATTENTION:** Data Processing Manager  
and/or E-Rate Contact Person

IFB 007-2016 Digital Transmission Services  
Purchase Order: 20210011-01  
Vendor: 10157  
Vendor SPIN: 143026234  
Vendor EIN: 96-0001523

<b>Services Rendered:</b>	
1. ISDN PRI Lines: VA BENAVENTE MS April 01-30, 2021 service period	\$216.00
<u>Surcharge Fees</u>	<u>\$ 119.83</u>
<b>Total Amount Due to Pacific Data Systems</b>	<b><u>\$ 335.83</u></b>

**(BEAR)**

I certify that the above bill is just and correct;  
that payment therefor has not been received.

by:  \_\_\_\_\_  
Pacific Data Systems



# Invoice

185 Ilpog Drive, Ste. 204A  
Tamuning, Guam 96931  
Phone: 671-300-0200  
Fax: 671-300-0265

Invoice #: 211897-38  
Invoice Date: 4/1/2021  
Terms: Net 30

**Bill To:**  
Department of Education  
Government of Guam  
500 Mariner Avenue  
Barrigada, GU 96913-1608

**Ship To:**  
Financial, Student, Administrative  
Information Systems (FSAIS)  
500 Mariner Avenue  
Barrigada, GU 96913-1608  
ATTENTION: Data Processing Manager  
and/or E-Rate Contact Person

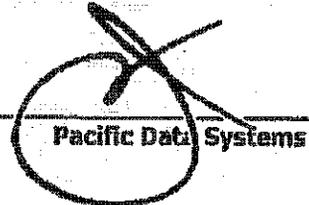
IFB 007-2016 Digital Transmission Services  
Purchase Order: 20210011-01  
Vendor: 10157  
Vendor SPIN: 143026234  
Vendor EIN: 96-0001523

<b>Services Rendered:</b>	
1. ISDN PRI Lines:	\$216.00
WETTENGEL ES	
April 01-30, 2021 service period	
<u>Surcharge Fees</u>	<u>\$ 119.83</u>
<b>Total Amount Due to Pacific Data Systems</b>	<b><u>\$ 335.83</u></b>

(BEAR)

I certify that the above bill is just and correct;  
that payment therefor has not been received.

by: \_\_\_\_\_

  
Pacific Data Systems

RECEIVED  
OFFICE OF PUBLIC ACCOUNTABILITY  
PROCUREMENT APPEALS

DATE: 9/24/2021

TIME: 3:55 PM BY: JMB

FILE NO OPA-PA: 21-004/005

EXHIBIT  
B

# EXHIBIT B

1.) REQUIRED DOCUMENTS

2.) COMPANY PROFILE &  
TECHNICAL WRITE UP

GTA

3.) BID FORM

4.) ADDENDA



**TELECOMMUNICATION SERVICE- PLAIN OLD TELEPHONE  
SERVICES (POTS)**



**INVITATION FOR BID  
NO. 027-2021**



---

**The Guam Department of Education**

**Invitation for Bid No. 027-2021**

**Bidder's Name: TELEGUAM HOLDINGS, LLC DBA GTA**  
**Bidder's Address: 624 N. Marine Corps Drive Tamuning Guam, 96913**  
**Submittal Date: 05/27/21**  
**Submittal Time: 10:00am (ChST)**

**Attention: KATHRINA O. BAYSON**  
**BUYER SUPERVISOR II**





---

The Guam Department of Education

IFB: 027-2021

Invitation For Bid

TELECOMMUNICATION SERVICE- PLAIN OLD TELEPHONE SERVICES (POTS)

Bidder's Name: TELEGUAM HOLDINGS LLC, DBA GTA

Bidder's Address: 624 N. Marine Corps Drive Tamuning Guam, 96913

Authorized Point of Contact:

Judy C. Rosario

Sales Director

671.487.5839

[jcrosario@gta.net](mailto:jcrosario@gta.net)

Kelsey Chargualaf

Government Account Executive

671.480.3346

[kechargualaf@gta.net](mailto:kechargualaf@gta.net)





25 May 2021

Kathrina O. Bayson

Buyer Supervisor II

Guam Department of Education

RE: Telecommunication Service- Plain Old Telephone Services (POTS)

Dear Ms. Bayson:

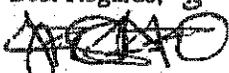
Buenas yan Hafa Adai! It is our pleasure to submit our bid packet for the Guam Department of Education's (GDOE's) Plain Old Telephone Services (POTS). As the ILEC on Guam, Teleguam Holdings LLC, dba GTA, understands the importance of providing reliable phone services to the local Government, Federal market, and Corporate sector. With over 60 years of telecommunication experience, GTA is committed to providing our customers with both connectivity and continuity to keep our partners connected.

With the ever-growing changes in the communication industry, GTA has been working diligently to provide the most advance products and services beyond telephony services. With the demand to stay connected, GTA has steadily built its redundant and diverse internet capacity from Guam to the United States and Asia, being the leaders of internet on Guam. In 2017, GTA partnered in the consortium of the SEA-US undersea fiber optic cable system connecting Guam to LA. In addition, GTA also expanded its capabilities by becoming the first locally owned cable landing station on Guam, which allows us to provide more than sufficient bandwidth to support our technology and empower our customers to stay connected.

GTA, currently provides a quad-play solution to include wireless mobility services, internet solutions utilizing different transports, IPTV service with HD and DTV offers, and traditional as well as advance services to support our telephone product. GTA provides the most advanced and diversely supported services backed and supported by a fully buried underground, typhoon proven network. With our team of local leaders supporting the best in our industry, our 24/7 support group, the best products, and the most robust network with resiliency, we are committed to supporting GDOE's plain old telephone services and providing the most cost efficient and optimal way to stay connected.

Should you have any questions or concerns please feel free to contact me at 671.487.5839.

Best Regards,

  
Judy C. Rosario



DEPARTMENT OF REVENUE AND TAXATION  
GOVERNMENT OF GUAM

PO Box 21007  
Harrigada, Guam 98921

**BUSINESS LICENSE**

ACCOUNT NO

ISSUED TO

DOES BUSINESS AS

TYPE OF LICENSE

BUSINESS LOCATION

MAILING ADDRESS

TELEPHONE HOME

BUSINESS

FEE	
PENALTY	
TOTAL FEE	\$5

*[Signature]*  
 DIRECTOR OF REVENUE AND TAXATION

**G181**



DEPARTMENT OF REVENUE AND TAXATION  
 GOVERNMENT OF GUAM  
 P.O. Box 23607  
 Barrigada, Guam 96921  
 Ltd ~~Investment~~ Company  
 06/30/2021  
 EXPIRES:

**BUSINESS LICENSE**

SRL NO: 210

R  
 Service  
 13-200402185-003

ISSUED TO:	GTA TELECOM, LLC	FEE	50
DOING BUSINESS AS:	GTA TELECOM, LLC	PENALTY	
TYPE OF LICENSE:	TELECOM & INTERNET SERVICES	TOTAL FEE	50

DEPARTMENT OF  
 REVENUE AND TAXATION

JUN 23 2021  
 3:05  
 COST

BUSINESS LOCATION: LOT 5120-4NEW-R1NEW #624 N MARINE CORPS  
 DR TAMUNING GUAM

MAILING ADDRESS: 624 N MARINE CORPS DR  
 TAMUNING GUAM

ZIF: 96913  
 644-4482

TELEPHONE: HOME BUSINESS

6/24/20

REVENUE OFFICER

*[Signature]*  
 DIRECTOR OF REVENUE AND TAXATION

KEEP POSTED IN A CONSPICUOUS PLACE  
 LICENSE MUST BE PRODUCED UPON  
 DEMAND TO ANY AUTHORIZED GOV  
 OFFICIAL.



DEPARTMENT OF REVENUE AND TAXATION  
 GOVERNMENT OF GUAM  
 P.O. Box 21837  
 Pagan, Guam 96921

**BUSINESS LICENSE**

ISSUED TO

DOING BUSINESS AS

TYPE OF LICENSE

BUSINESS LOCATION

MAILING ADDRESS

TELEPHONE HOME

ACCOUNT NO.


BUSINESS

DIRECTOR OF REVENUE AND TAXATION



DEPARTMENT OF REVENUE AND TAXATION  
 GOVERNMENT OF GUAM  
 P.O. Box 83627  
 HONOLULU, HAWAII 96808

**BUSINESS LICENSE**

ACCOUNT NO. \_\_\_\_\_

ISSUED TO \_\_\_\_\_

DATE OF BUSINESS \_\_\_\_\_

TYPE OF LICENSE \_\_\_\_\_

BUSINESS LOCATION \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_

TELEPHONE HOME \_\_\_\_\_ BUSINESS \_\_\_\_\_

FEE	
PENALTY	
TOTAL	

*[Handwritten Signature]*

DIRECTOR OF REVENUE AND TAXATION



## 1. Required Documents

	Form Name	Form Title
1	GDOE Procurement Form 001	Bid Bond Form
2	GDOE procurement Form 002	Special Provisions- Restriction against Sex Offenders
3	GDOE Procurement Form 004	Invitation for Bid- Designation of Proprietary Information
4	GDOE Procurement Form 005	Local Procurement Preference Application
5	AG Procurement Form 002 (Rev. Nov 17, 2005)	AFFIDAVIT Disclosing OWNERSHIP and COMMISSIONS
6	AG Procurement Form 003 (Rev. July 12, 2010)	AFFIDAVIT re NON COLLUSION
7	AG Procurement Form 004 (Rev. July 12, 2010)	AFFIDAVIT re GRATUITIES OR KICKBACKS
8	AG Procurement Form 005 (Rev. July 12, 2010)	AFFIDAVIT Re ETHICAL STANDARDS
		DECLARATION re COMPLIANCE WITH DOL WAGE DETERMINATION (including a supplemental copy of the U.S. DOL WAGE DETERMINATION RATES)
9	AG Procurement Form 006 (Rev. Feb. 16, 2010)	
10	AG Procurement Form 007 (Rev. July 15, 2010)	AFFIDAVIT re CONTINGENT FEES

GOVERNMENT OF GUAM  
GUAM DEPARTMENT OF EDUCATION  
501 MARINER AVENUE, SUITE 116  
BARRIGADA, GUAM 96913  
TEL: 671-475-0438 | FAX: 671-475-5001



BID BOND

No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS that we \_\_\_\_\_ as Principal hereinafter called the Principal, and Bonding Company, Coopers & Lybrand a corporation duly organized 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 well 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 IFB No. 027-2021: TELECOMMUNICATION SERVICE – PLAIN OLD TELEPHONE SERVICES (POTS)

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 the 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 of Bids then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
(PRINCIPAL) (SEAL)

\_\_\_\_\_  
(WITNESS)

\_\_\_\_\_  
(WITNESS)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(SURETY) (SEAL)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(ATTORNEY-IN-FACT)

THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH THE FORMAL BID DOCUMENTS IF THE BIDDER IS PROVIDING A SURETY BOND FOR SECURITY.

GDCE Procurement Form 001



**OFFICIAL BANK CHECK**  
**First Hawaiian Bank.**  
 P.O. Box 3200 Honolulu, HI 96801-3200

DATE: 05/24/2021

2018099 7 68-101  
1213

MAITE

AMOUNT  
**\$11,988.83**

PAY TO THE ORDER OF **ELEVEN THOUSAND NINE HUNDRED SIXTY EIGHT DOLLARS AND 83 CENTS**  
**DEPARTMENT OF EDUCATION**

**CUSTOMER RECEIPT**  
 NOT NEGOTIABLE

**NOTICE TO CUSTOMER**

In the event this Official Bank Check is lost, misplaced, or stolen, please call the branch where it was purchased for instructions on submitting a claim.

**GDOE IFB 027-2021 Telecom Services POTS**

**OFFICIAL BANK CHECK**

MAITE

DATE: 05/24/2021

2018099 7 68-101  
1213

**\$11,988.83**

PAY TO THE ORDER OF **ELEVEN THOUSAND NINE HUNDRED SIXTY EIGHT DOLLARS AND 83 CENTS**  
**DEPARTMENT OF EDUCATION**

Two Signatures Required for \$100,000 and Over

*[Handwritten Signature]*  
 Authorized Signature

Authorized Signature



**GDOE IFB 027-2021 Telecom Services POTS**  
**First Hawaiian Bank.**  
 P.O. Box 3200 Honolulu, HI 96801-3200

THIS DOCUMENT PRINTED ON TRUE WATERMARK PAPER - HOLD TO THE LIGHT TO VIEW.

⑈ 20180997⑈ ⑆121301015⑆ 01⑈ 181424⑈

**SPECIAL PROVISIONS**



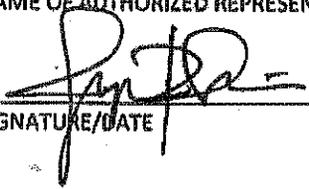
**RE: GDOE IFB 027-2021  
TELECOMMUNICATION SERVICE – PLAIN OLD TELEPHONE SERVICES (POTS)**

**Restriction against Sex Offenders Employed by Service Providers to  
Government of Guam from working on Government Property**

TeleGuam Holdings, LLC dba GTA (COMPANY NAME, hereafter the "Bidder") hereby warrants that if awarded a contract or purchase order pursuant to the IFB referenced above, it shall comply with the provisions of 5 GCA 55253, specifically 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 pursuant to the IFB while on government of Guam property, with the exception of public highways. If any employee is providing services on government property and is convicted subsequent to an award of a contract, then the bidder warrants that it will notify the Guam Department of Education ("GDOE") 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 bidder is found to be in violation of any of the provisions of this paragraph, then GDOE will give notice to the bidder to take corrective action. The bidder shall take corrective action within twenty-four (24) hours of notice from the Government, and shall notify the Government when action has been taken. If the bidder fails to take corrective steps within twenty-four (24) hours of notice from GDOE, then GDOE in its sole discretion may temporarily suspend the contract or purchase order.

TeleGuam Holdings, LLC dba GTA  
COMPANY NAME

Joseph R. Shinohara  
NAME OF AUTHORIZED REPRESENTATIVE

  
SIGNATURE/DATE

**THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH THE FORMAL BID DOCUMENTS.  
GDOE Procurement Form 002**

DEPARTMENT OF EDUCATION  
OFFICE OF SUPPLY MANAGEMENT  
501 MARINER AVENUE, SUITE 116  
BARRIGADA, GUAM 96913  
Telephone: (671) 475-0438/Fax: (671) 472-5001



**INVITATION FOR BID - PROPRIETARY DATA DESIGNATION FORM**

**TELECOMMUNICATION SERVICE -- PLAIN OLD TELEPHONE SERVICES (POTS)**

**INVITATION FOR BID (IFB): 027-2021**

Pursuant to 2 GAR §3109(I)(2),

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 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 2 GAR §3109(I)(3).

*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 and makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary.*

Disagreements as to whether information will be considered proprietary will be resolved pursuant to 2 GAR §3109(I)(3).

Bidders wishing to designate information as proprietary must clearly mark such sections within the bid and identify the corresponding sections and page numbers below and return this form with the bid.

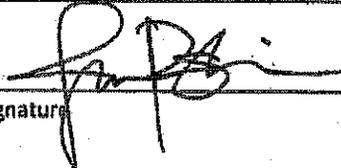
I, Joseph R. Shinohara, an authorized representative of TeleGuam Holdings, LLC dba GTA, hereby request that the sections and page numbers listed below of the bid submitted in response to GDOE IFB No. 027-2021 be considered a trade secret or proprietary data and therefore exempt from public disclosure:

section 2 - company profile/background and qualification  
technical proposal

Name: Joseph R. Shinohara

Title: Chief Financial Officer

Company: TeleGuam Holdings, LLC dba GTA

  
Signature

THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH THE FORMAL BID DOCUMENTS.  
GDOE Procurement Form 004

TELECOMMUNICATION SERVICE -- PLAIN OLD TELEPHONE SERVICES (POTS)

IFB No. 027-2021

Page 18 of 20

**G189**

DEPARTMENT OF EDUCATION  
OFFICE OF SUPPLY MANAGEMENT  
501 MARINER AVENUE, SUITE 116  
BARRIGADA, GUAM 96913  
Telephone: (671) 475-0438/Fax: (671) 472-5001



**LOCAL PROCUREMENT PREFERENCE APPLICATION**

Based on the law stipulated below, please place a check or mark an "x" on the (1-4) block indicating the section that applies to your business:

5GCA, Chapter 5, Section 5008 titled "Policy in Favor of Local Procurement" of the Guam Procurement Law and the Department of Education Procurement Regulations Section 1.7 States that all procurement of supplies and services shall be made from among business licensed to do business on Guam and that maintain an office or other facility on Guam, whenever a business that is willing to be a contractor is:

- 1. A licensed bona fide manufacturing business that adds at least twenty-five percent (25%) of the value of an item, not to include administrative overhead, using workers who are U.S. Citizens or lawfully admitted permanent residents or nationals of the United States, or persons who are lawfully admitted to the United States to work, based on their former citizenship in the Trust Territory of the Pacific Islands;
- 2. A business that regularly carries an inventory for regular immediate sale of at least fifty percent (50%) of the items of supplies to be procured;
- 3. A business that has a bona fide retail or wholesale business location that regularly carries an inventory on Guam of a value of at least one half of the value of the bid or one hundred fifty thousand dollars (\$150,000), whichever is less, of supplies and items of a similar nature to those being sought; or
- 4. A service business actually in business, doing a substantial portion of its business on Guam, and hiring at least ninety-five percent (95%) U.S. Citizens lawfully admitted permanent residents or nationals of the United States to work, based on their citizenship in any of the nation's previously comprising the Trust Territory of the Pacific Islands.

Procurement of supplies and services from off-Guam may be made if no local agent for such supplies or services may be found on Guam or if the total cost F.O.B. job-site, unloaded, of procurement from off-island is not greater than eighty-five percent (85%) of the total cost F.O.B. job-site, unloaded, of the same supplies or services when procured from a local source. Justification for off-island procurement must be submitted in writing to the Superintendent of Education or his designee.

1. I, Joseph R. Shinohara, representative for TeleGuam Holdings, LLC <sup>aka GTA</sup> have read the requirements of the law cited above and do hereby qualify and elect to be given the Local Procurement Preference for IFB No. 027-2021. By filing in this information and placing my signature below, I understand that Guam Department of Education will review my application and shall determine whether or not the fifteen percent (15%) preference will be applied for GDOE IFB No. 027-2021.
2. I, \_\_\_\_\_, representative for \_\_\_\_\_, have read the requirements of the law cited above and do not wish to apply for the Local Procurement Preference for GDOE IFB No. 027-2021.

Name: Joseph R. Shinohara

Title: Chief Financial Officer

Signature:

Tel #: 671-644-1653

Address: 624 North Marine Corps Dr., Tamuning, Guam 96913

Fax #: 671-644-0010

Email: jshinohara@gta.net

THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH THE FORMAL BID DOCUMENTS.  
GDOE Procurement Form 005

**AFFIDAVIT DISCLOSING OWNERSHIP AND COMMISSIONS**

CITY OF Tamuning )  
 ) ss.  
 ISLAND OF GUAM )

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

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

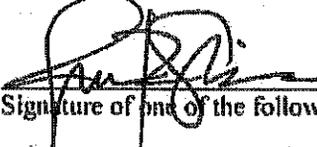
The offeror is a corporation, partnership, joint venture, or association known as TeleGuam Holdings, LLC dba GTA *[please state name of offeror company]*, and the persons, companies, partners, or joint venturers who have held more than 10% of the shares or interest in the offering business during the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

<u>Name</u>	<u>Address</u>	<u>% of Interest</u>
<u>TeleGuam Holdings, Inc.</u>	<u>624 North Marine Corps Dr.</u>	<u>100%</u>
_____	<u>Tamuning, GU 96913</u>	_____
_____	_____	_____

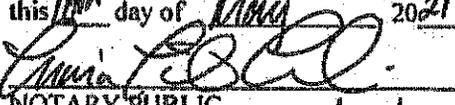
B. Further, I say that the persons who have received or are entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid or proposal for which this affidavit is submitted are as follows *[if none, please so state]*:

<u>Name</u>	<u>Address</u>	<u>Compensation</u>
<u>None</u>	_____	_____

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

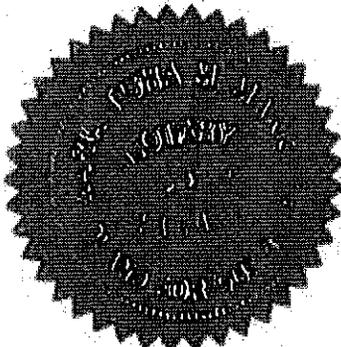
  
 \_\_\_\_\_  
 Signature of one of the following:

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

Subscribed and sworn to before me  
 this 10th day of May, 2021.  
  
 \_\_\_\_\_  
 NOTARY PUBLIC  
 My commission expires: 12/20/23

AG Procurement Form 002 (Rev. Nov. 17, 2005)

**MARIA TISHA M. MAKIO**  
 NOTARY PUBLIC  
 In and for Guam, U.S.A.  
 My Commission Expires: DEC. 20, 2023  
 624 North Marine Corps Dr., Tamuning, GU 96913



**AFFIDAVIT RE NON-COLLUSION**

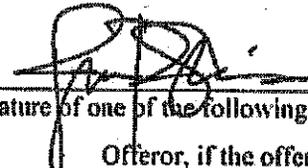
CITY OF Tamuning )  
 ) ss.  
ISLAND OF GUAM )

Joseph R. Shinohara [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] TeleGuam Holdings, LLC dba GTA.

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:

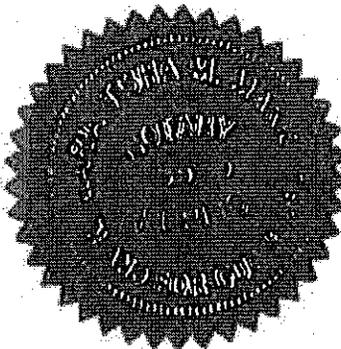
- Offeror, if the offeror is an individual;
- Partner, if the offeror is a partnership;
- Officer, if the offeror is a corporation.

Subscribed and sworn to before me  
this 10th day of May, 2021.

  
\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires Dec. 20, 2023.

AG Procurement Form 003 (Jul. 12, 2010)

**MARIA TISHA M. MAKIO**  
NOTARY PUBLIC  
In and for Guam, U.S.A.  
My Commission Expires: DEC. 20, 2023  
624 North Marine Corps Dr., Tamuning, GU 96913



**AFFIDAVIT RE GRATUITIES OR KICKBACKS**

CITY OF Tamuning )  
 ) ss.  
ISLAND OF GUAM )

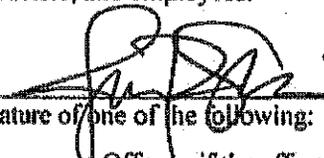
Joseph R. Shiohara [state name of affiant signing below], being first duly sworn, deposes and says that:

1. The name of the offering firm or individual is [state name of offeror company] TeleGuam Holdings, LLC dba GTA. Affiant is Authorized Officer [state one of the following: the offeror, a partner of the offeror, an officer of the offeror] making the foregoing identified bid or proposal.

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

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

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of 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 10<sup>th</sup> day of May, 2021.

  
\_\_\_\_\_  
NOTARY PUBLIC

My commission expires DEC. 20, 2023.

AG Procurement Form 004 (Jul. 12, 2010)

**MARIA TISHA M. MAKIO**  
NOTARY PUBLIC  
In and for Guam, U.S.A.  
My Commission Expires: DEC. 20, 2023  
624 North Marine Corps Dr., Tamuning, GU 96913



**AFFIDAVIT RE ETHICAL STANDARDS**

CITY OF Tamuning )  
 ) SS.  
ISLAND OF GUAM )

Joseph R. Shinohara [state name of affiant signing below], being first  
duly sworn, deposes and says that:

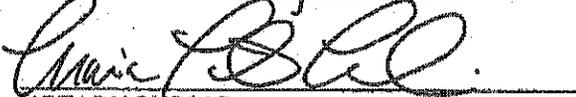
The affiant is Authorized Officer [state one of the following: the offeror,  
a partner of the offeror, an officer of the offeror] making the foregoing identified bid or proposal. To the  
best of affiant's knowledge, neither affiant nor any officers, representatives, agents, subcontractors or  
employees 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 10th day of May, 2021. \*



NOTARY PUBLIC

My commission expires Dec. 20, 2023.

**MARIA TISHA M. MAKIO**  
NOTARY PUBLIC  
In and for Guam, U.S.A.  
My Commission Expires: DEC. 20, 2023  
624 North Marine Corps Dr., Tamuning, GU 96913



**DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION**

CITY OF Tamuning )  
 ) ss.  
ISLAND OF GUAM )

Procurement No.: IFB 028-2021

Name of Offeror Company: TeleGuam Holdings, LLC dba GTA

I, Joseph R. Shinohara hereby certify under penalty of perjury:

- (1) That I am Authorized Officer [please select one: 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 

REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

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

Daniel W. Simms  
Director

Division of  
Wage Determinations

Wage Determination No.: 2015-5693  
Revision No.: 12  
Date OF Last Revision: 12/21/2020

Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2021. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dnl.gov/whd/govcontracts](http://www.dnl.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		13.57
01012 - Accounting Clerk II		15.23
01013 - Accounting Clerk III		17.04
01020 - Administrative Assistant		21.43
01035 - Court Reporter		17.40
01041 - Customer Service Representative I		11.51
01042 - Customer Service Representative II		12.94
01043 - Customer Service Representative III		14.12
01051 - Data Entry Operator I		12.15
01052 - Data Entry Operator II		13.25
01060 - Dispatcher Motor Vehicle		15.01
01070 - Document Preparation Clerk		13.85
01090 - Duplicating Machine Operator		13.85
01111 - General Clerk I		10.35
01112 - General Clerk II		11.29
01113 - General Clerk III		12.68
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		21.78
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		14.00
01410 - Supply Technician		21.43
01420 - Survey Worker		16.79
01460 - Switchboard Operator/Receptionist		9.67
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		14.82
05010 - Automotive Electrician		13.92
05040 - Automotive Glass Installer		13.82
05070 - Automotive Worker		13.02
05110 - Mobile Equipment Servicer		11.16
05130 - Motor Equipment Metal Mechanic		14.82
05160 - Motor Equipment Metal Worker		13.02

05190 - Motor Vehicle Mechanic	14.82
05220 - Motor Vehicle Mechanic Helper	10.22
05250 - Motor Vehicle Upholstery Worker	12.11
05280 - Motor Vehicle Wrecker	13.82
05310 - Painter Automotive	13.92
05340 - Radiator Repair Specialist	13.82
05370 - Tire Repairer	12.34
05400 - Transmission Repair Specialist	14.82
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.47
07041 - Cook I	12.05
07042 - Cook II	14.05
07070 - Dishwasher	9.28
07130 - Food Service Worker	9.34
07210 - Meat Cutter	11.86
07260 - Waiter/Waitress	9.23
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	10.04
09040 - Furniture Handler	10.95
09080 - Furniture Refinisher	10.84
09090 - Furniture Refinisher Helper	13.27
09110 - Furniture Repairer Minor	15.78
09130 - Upholsterer	18.84
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	9.35
11060 - Elevator Operator	9.35
11090 - Gardener	13.00
11122 - Housekeeping Aide	9.44
11150 - Janitor	9.44
11210 - Laborer Grounds Maintenance	9.82
11240 - Maid or Houseman	9.26
11260 - Pruner	8.79
11270 - Tractor Operator	21.90
11330 - Trail Maintenance Worker	9.82
11360 - Window Cleaner	10.84
12000 - Health Occupations	
12010 - Ambulance Driver	17.77
12011 - Breath Alcohol Technician	17.77
12012 - Certified Occupational Therapist Assistant	24.38
12015 - Certified Physical Therapist Assistant	24.38
12020 - Dental Assistant	15.02
12025 - Dental Hygienist	32.84
12030 - EKG Technician	25.99
12035 - Electroneurodiagnostic Technologist	25.99
12040 - Emergency Medical Technician	17.77
12071 - Licensed Practical Nurse I	15.88
12072 - Licensed Practical Nurse II	17.77
12073 - Licensed Practical Nurse III	19.81
12100 - Medical Assistant	12.26
12130 - Medical Laboratory Technician	18.82
12160 - Medical Record Clerk	13.61
12190 - Medical Record Technician	17.77
12195 - Medical Transcriptionist	15.88
12210 - Nuclear Medicine Technologist	39.04
12221 - Nursing Assistant I	11.34
12222 - Nursing Assistant II	12.75
12223 - Nursing Assistant III	13.91
12224 - Nursing Assistant IV	15.61
12235 - Optical Dispenser	17.77
12236 - Optical Technician	15.88
12250 - Pharmacy Technician	15.49
12280 - Phlebotomist	15.33
12305 - Radiologic Technologist	23.03
12311 - Registered Nurse I	22.53
12312 - Registered Nurse II	27.56
12313 - Registered Nurse II Specialist	27.56
12314 - Registered Nurse III	33.34
12315 - Registered Nurse III Anesthetist	33.34
12316 - Registered Nurse IV	39.96
12317 - Scheduler (Drug and Alcohol Testing)	22.01
12320 - Substance Abuse Treatment Counselor	22.01
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.35
13012 - Exhibits Specialist II	25.20
13013 - Exhibits Specialist III	30.83
13041 - Illustrator I	20.35
13042 - Illustrator II	25.20
13043 - Illustrator III	30.83
13047 - Librarian	27.91
13050 - Library Aide/Clerk	16.20
13054 - Library Information Technology Systems Administrator	25.20
13056 - Library Technician	16.64
13061 - Media Specialist I	18.18
13062 - Media Specialist II	20.95
13063 - Media Specialist III	22.68
13071 - Photographer I	18.18

13072 - Photographer II	20.35
13073 - Photographer III	25.20
13074 - Photographer IV	30.03
13075 - Photographer V	37.30
13090 - Technical Order Library Clerk	20.35
13110 - Video Teleconference Technician	17.30
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	27.01
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	21.62
15110 - Test Proctor	14.27
15120 - Tutor	14.27
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	9.88
16030 - Counter Attendant	9.88
16040 - Dry Cleaner	11.30
16070 - Finisher Flatwork Machine	9.88
16090 - Presser Hand	9.88
16110 - Presser Machine Drycleaning	9.88
16130 - Presser Machine Shirts	9.88
16150 - Presser Machine Wearing Apparel Laundry	9.88
16190 - Sewing Machine Operator	11.94
16220 - Tailor	12.44
16250 - Washer Machine	10.36
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.04
19040 - Tool And Die Maker	22.67
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.96
21030 - Material Coordinator	21.78
21040 - Material Expediter	21.78
21050 - Material Handling Laborer	11.37
21071 - Order Filler	9.66
21080 - Production Line Worker (Food Processing)	13.96
21110 - Shipping Packer	15.92
21130 - Shipping/Receiving Clerk	15.92
21140 - Store Worker I	14.76
21150 - Stock Clerk	20.75
21210 - Tools And Parts Attendant	13.96
21410 - Warehouse Specialist	13.96
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	22.76
23019 - Aircraft Logs and Records Technician	17.70
23021 - Aircraft Mechanic I	21.67
23022 - Aircraft Mechanic II	22.76
23023 - Aircraft Mechanic III	23.91
23040 - Aircraft Mechanic Helper	15.87
23050 - Aircraft Painter	20.35
23060 - Aircraft Servicer	17.70
23070 - Aircraft Survival Flight Equipment Technician	20.35
23080 - Aircraft Worker	19.12
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	19.12
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	21.67
23110 - Appliance Mechanic	18.04
23120 - Bicycle Repairer	14.49
23125 - Cable Splicer	19.59
23130 - Carpenter Maintenance	16.07
23140 - Carpet Layer	16.86
23160 - Electrician Maintenance	18.05
23181 - Electronics Technician Maintenance I	16.86

23182 - Electronics Technician Maintenance II	18.84
23183 - Electronics Technician Maintenance III	19.55
23260 - Fabric Worker	15.70
23298 - Fire Alarm System Mechanic	15.43
23310 - Fire Extinguisher Repairer	14.49
23321 - Fuel Distribution System Mechanic	19.21
23322 - Fuel Distribution System Operator	14.49
23370 - General Maintenance Worker	11.96
23388 - Ground Support Equipment Mechanic	21.67
23381 - Ground Support Equipment Servicer	17.78
23382 - Ground Support Equipment Worker	19.12
23391 - Gunsmith I	14.49
23392 - Gunsmith II	16.88
23393 - Gunsmith III	19.21
23410 - Heating Ventilation And Air-Conditioning Mechanic	17.15
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	18.25
23438 - Heavy Equipment Mechanic	18.35
23440 - Heavy Equipment Operator	17.12
23460 - Instrument Mechanic	19.21
23465 - Laboratory/Shelter Mechanic	18.84
23470 - Laborer	11.37
23510 - Locksmith	18.84
23530 - Machinery Maintenance Mechanic	23.13
23550 - Machinist Maintenance	19.21
23580 - Maintenance Trades Helper	18.67
23591 - Metrology Technician I	25.21
23592 - Metrology Technician II	20.42
23593 - Metrology Technician III	21.63
23640 - Millwright	19.21
23710 - Office Appliance Repairer	18.84
23760 - Painter Maintenance	13.95
23790 - Pipefitter Maintenance	18.39
23810 - Plumber Maintenance	17.27
23820 - Pneudraulic Systems Mechanic	19.21
23850 - Rigger	19.21
23870 - Scale Mechanic	16.88
23890 - Sheet-Metal Worker Maintenance	18.89
23910 - Small Engine Mechanic	16.86
23931 - Telecommunications Mechanic I	19.01
23932 - Telecommunications Mechanic II	19.91
23950 - Telephone Lineman	18.24
23960 - Welder Combination Maintenance	17.95
23965 - Well Driller	19.21
23970 - Woodcraft Worker	19.21
23980 - Woodworker	14.49
24000 - Personal Needs Occupations	
24550 - Case Manager	14.72
24570 - Child Care Attendant	18.89
24580 - Child Care Center Clerk	13.25
24610 - Chore Aide	11.62
24620 - Family Readiness And Support Services Coordinator	14.72
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	19.21
25040 - Sewage Plant Operator	21.59
25070 - Stationary Engineer	19.21
25190 - Ventilation Equipment Tender	13.27
25210 - Water Treatment Plant Operator	21.58
27000 - Protective Service Occupations	
27004 - Alarm Monitor	18.90
27007 - Baggage Inspector	9.40
27008 - Corrections Officer	12.05
27010 - Court Security Officer	12.85
27030 - Detection Dog Handler	18.90
27040 - Detention Officer	12.05
27070 - Firefighter	12.85
27101 - Guard I	9.40
27102 - Guard II	10.90
27131 - Police Officer I	12.05
27132 - Police Officer II	13.40
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.79
28042 - Carnival Equipment Repairer	13.97
28043 - Carnival Worker	9.45
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/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.62
29020 - Hatch Tender	23.62

29030 - Line Handler	23.62
29041 - Stevedore I	21.98
29042 - Stevedore II	25.26
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	39.89
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	27.50
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	30.29
30021 - Archeological Technician I	17.49
30022 - Archeological Technician II	19.56
30023 - Archeological Technician III	24.21
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	23.08
30051 - Cryogenic Technician I	25.57
30052 - Cryogenic Technician II	28.24
30061 - Drafter/CAD Operator I	17.49
30062 - Drafter/CAD Operator II	19.56
30063 - Drafter/CAD Operator III	20.77
30064 - Drafter/CAD Operator IV	25.57
30081 - Engineering Technician I	14.84
30082 - Engineering Technician II	16.66
30083 - Engineering Technician III	18.64
30084 - Engineering Technician IV	23.08
30085 - Engineering Technician V	28.24
30086 - Engineering Technician VI	34.15
30090 - Environmental Technician	23.08
30095 - Evidence Control Specialist	23.08
30210 - Laboratory Technician	20.77
30221 - Latent Fingerprint Technician I	25.57
30222 - Latent Fingerprint Technician II	28.24
30240 - Mathematical Technician	23.34
30361 - Paralegal/Legal Assistant I	19.44
30362 - Paralegal/Legal Assistant II	23.94
30363 - Paralegal/Legal Assistant III	29.29
30364 - Paralegal/Legal Assistant IV	35.44
30370 - Petroleum Supply Specialist	28.24
30390 - Photo-Optics Technician	21.93
30395 - Radiation Control Technician	28.24
30451 - Technical Writer I	23.08
30452 - Technical Writer II	28.24
30453 - Technical Writer III	34.16
30491 - Unexploded Ordnance (UXO) Technician I	25.35
30492 - Unexploded Ordnance (UXO) Technician II	30.67
30493 - Unexploded Ordnance (UXO) Technician III	36.76
30494 - Unexploded (UXO) Safety Escort	25.35
30495 - Unexploded (UXO) Sweep Personnel	25.35
30501 - Weather Forecaster I	25.57
30502 - Weather Forecaster II	31.09
30620 - Weather Observer Combined Upper Air Or (see 2)	28.77
Surface Programs	
30621 - Weather Observer Senior (see 2)	23.08
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	38.67
31020 - Bus Aide	8.15
31030 - Bus Driver	9.69
31040 - Driver Courier	9.69
31260 - Parking and Lot Attendant	8.91
31290 - Shuttle Bus Driver	10.59
31310 - Taxi Driver	10.37
31361 - Truckdriver Light	10.59
31362 - Truckdriver Medium	11.61
31363 - Truckdriver Heavy	13.92
31364 - Truckdriver Tractor-Trailer	13.92
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.95
99030 - Cashier	9.48
99050 - Desk Clerk	9.70
99095 - Embalmer	25.35
99130 - Flight Follower	25.35
99251 - Laboratory Animal Caretaker I	22.67
99252 - Laboratory Animal Caretaker II	24.77
99260 - Marketing Analyst	21.54
99310 - Mortician	25.35
99410 - Pest Controller	14.61
99510 - Photofinishing Worker	13.32
99710 - Recycling Laborer	15.75
99711 - Recycling Specialist	21.06
99730 - Refuse Collector	14.91
99810 - Sales Clerk	9.66
99820 - School Crossing Guard	16.75
99830 - Survey Party Chief	22.02
99831 - Surveying Aide	12.52
99832 - Surveying Technician	16.27
99840 - Vending Machine Attendant	22.67
99841 - Vending Machine Repairer	28.88
99842 - Vending Machine Repairer Helper	22.67

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

**ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:**

**HEALTH & WELFARE:** \$4.54 per hour up to 40 hours per week or \$181.68 per week or \$766.93 per month

**HEALTH & WELFARE EO 13706:** \$4.22 per hour up to 40 hours per week or \$168.80 per week or \$731.47 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 ten paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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

1) **COMPUTER EMPLOYEES:** Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

(1) The application of systems analysis techniques and procedures including consulting with users to determine hardware software or system functional specifications;

(2) The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and related to user or system design specifications;

(3) The design documentation testing creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties the performance of which requires the same level of skills. (29 C.F.R. 541.488).

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 \$.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)(111)).

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))."

**AFFIDAVIT RE CONTINGENT FEES**

CITY OF Tamuning )  
 ) ss.  
ISLAND OF GUAM )

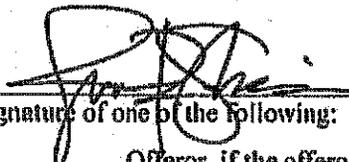
Joseph R. Shinohara [state name of affiant signing below], being first duly sworn, deposes and says that:

1. The name of the offering company or individual is [state name of company] Teleguam Holdings, LLC dba GTA.

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

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

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

  
\_\_\_\_\_  
Signature of one of the following:

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

Subscribed and sworn to before me  
this 10th day of May, 2021.

  
\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires 12/20, 23.

**MARIA TISHA M. MAKIO**  
NOTARY PUBLIC  
In and for Guam, U.S.A.  
My Commission Expires: DEC. 20, 2023  
624 North Marine Corps Dr., Tamuning, GU 96913





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**3. BID FORM**



**Amendment No. 2**  
**IFB 027-2021 Telecommunication Service – Plain Old  
Telephone Services (POTS)**

**ATTACHMENT C**  
**Revised Bid Form 1**

**REVISED BID FORM 1**

Amendment No. 2

GDOE IFS 027-2021

**TELECOMMUNICATION SERVICE - PLAIN OLD TELEPHONE SERVICES (POTS)**

Monthly Recurring Charge (MRC)									
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)
MRC	MRC	MRC	Total MRC	Quantity	Number of	MRC TOTAL	NRC TOTAL COST	TOTAL COST	
Basic Line Rate Charge per phone line	Total Surcharge Fees (such as SIC, USF, ES11, etc.)	Inside Wiring Maintenance Service Charge	Per phone line (Add Column A + Columns B + Column C)	Number of POTS Line	Months	(Multiply Column D x Column E + Column F)	(one-time/non-recurring charges associated with the 37 POTS Lines - such as cost for installation, activation, etc.)	(Add Column G + Column H)	
\$ 7.00	\$ 13.27	\$ 0.00	\$ 20.27	97	36	\$ 70,782.84	\$ 0.00	\$ 70,782.84	

\*The Price Evaluation will be based on the TOTAL COST (Column J). The Bidder should check and cross check for mathematical accuracy.

\*The quantity of POTS lines may increase or decrease during the term of the award.

\*The Basic Line Rate Charge and the Maintenance Service Charge will remain fixed for the duration of the awarded term.

\*The Surcharge Fees may be adjusted to meet local and federal regulatory mandates. Bidder shall provide the Local and Federal regulatory document to support the change in surcharge fees and an increased cost for the total surcharge fees.

PRICE LIST	
Item	Non-Recurring Charge (MRC)
Plain Old Telephone Services (POTS) - Analog	One-Time Charge for New POTS Line Installation and Activation
	\$ 199.00
	Relocate an Existing POTS line
	\$ 100.00

By signing below, I represent that I am an authorized representative and certify that the information provided on this Bid Form is true and correct. And by submission of this bid the company is making an offer to provide the services and products described in GDOE IFS 027-2021. I also confirm that the bid price shall remain firm and irrevocable for the term of the award.

TeleGuam Holdings, LLC dba GTA

Company Name

Judy Rosario

Print Name of Authorized Representative



Signature of Authorized Representative

Sales Director

Title

5/26/2021

Date

1. I MARK IF YOU ARE CLAIMING STATUS AS A SERVICE-DISABLED VETERAN OWNED BUSINESS UNDER 5 GCA § 5032 (IF ANY ALTERATIONS ARE DONE TO THIS BID COST FORM, GDOE WILL FIND BIDDER NON-RESPONSIVE)

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**4. ADDENDA**



JON J. P. FERNANDEZ  
Superintendent of Education

DEPARTMENT OF EDUCATION  
OFFICE OF SUPPLY MANAGEMENT

[www.gdoe.net](http://www.gdoe.net)  
501 Mariner Avenue  
B-Building, Suite 116  
Barrigada, Guam 96919  
Telephone: (671) 475-0438/Fax: (671) 472-5001  
Email: [procurement@gdoe.net](mailto:procurement@gdoe.net)



CARMEN T. CHARFAUROS  
Supply Management Administrator

**AMENDMENT ACKNOWLEDGEMENT FORM**

IFB 027-2021  
Telecommunication Service -- Plain Old Telephone Services (POTS)  
AMENDMENT 1

May 3, 2021

Please review the attached document (All Notice/Amendments can be reviewed on our website). Please sign this acknowledgement page and only return this page, attention to KATHRINA O. BAYSON via fax (671) 472-5001 or via email to [kobayson@gdoe.net](mailto:kobayson@gdoe.net).

I, Kelsey Chargualaf, an authorized representative of the company named below, acknowledge receipt of AMENDMENT 1, for IFB 027-2021 Telecommunication Service - Plain Old Telephone Services (POTS). Number of pages: 3 (including this coversheet).

TeleGuam Holdings, LLC dba GTA  
Company Name (Print)

Kelsey Chargualaf  
Print Name

  
Signature

5:29PM 5/10/2021  
Time and Date



JON J. P. FERNANDEZ  
Superintendent of Education

DEPARTMENT OF EDUCATION  
OFFICE OF SUPPLY MANAGEMENT

[www.gdoe.net](http://www.gdoe.net)  
501 Mariner Avenue  
B-Building, Suite 116  
Barrigada, Guam 96913  
Telephone: (671) 475-0438/Fax: (671) 472-5001  
Email: [procurement@gdoe.net](mailto:procurement@gdoe.net)



CARMEN T. CHARFAUROS  
Supply Management Administrator

May 3, 2021

**AMENDMENT 1**

**Prospective Bidders:**

Please refer to our Invitation for Bid No. 027-2021 Telecommunication Service – Plain Old Telephone Services (POTS), a copy of which was obtained by your company for consideration.

**Pre-Bid Conference**

GDOE is hereby scheduling a Pre-Bid Conference on:

Date: Thursday, May 6, 2021  
Time: 11:00 AM CHST  
Location: Via Video Conference (see below link)  
  
Link - <https://gdoe.zoom.us/j/92653450510>  
Meeting ID – 926 5345 0510  
Passcode – 1FB0272021

GDOE is hereby making the following changes to the IFB:

**Page 3, Section 1.1 – INVITATION FOR BID TIMELINE**

From:

<u>DATE</u>	<u>ACTIVITY</u>	<u>TIME</u>
Wednesday, May 05, 2021	Deadline for Submission of Written Questions	3:00 p.m. Chamorro Standard Time (ChST)
Wednesday, May 12, 2021	Deadline for GDOE Response to Written Questions	5:00 p.m. Chamorro Standard Time (ChST)
Thursday, May 20, 2021	Deadline for Submission	10:00 a.m. Chamorro Standard Time (ChST)
Thursday, May 20, 2021	Public Bid Opening (via video conference)	10:30 a.m. Chamorro Standard Time (ChST)

To:

<u>DATE</u>	<u>ACTIVITY</u>	<u>TIME</u>
Monday, May 10, 2021	Deadline for Submission of Written Questions	3:00 p.m. Chamorro Standard Time (ChST)
Monday, May 17, 2021	Deadline for GDOE Response to Written Questions	5:00 p.m. Chamorro Standard Time (ChST)
Thursday, May 27, 2021	Deadline for Submission	10:00 a.m. Chamorro Standard Time (ChST)
Thursday, May 27, 2021	Public Bid Opening (via video conference)	10:30 a.m. Chamorro Standard Time (ChST)

**Page 6, Section 3.1.4 – TIME AND DATE FOR RECEIPT OF BIDS**

From: Bids must be received by GDOE no later than:  
TIME: 10:00 a.m. Chamorro Standard Time (ChST)  
DATE: Thursday, May 20, 2021

**G211**

To: Bids must be received by GDOE no later than:  
TIME: 10:00 a.m. Chamorro Standard Time (ChST)  
DATE: Thursday, May 27, 2021

**Page 7, Section 3.1.4 – TIME AND DATE FOR RECEIPT OF BIDS**  
**Curb-side Drop Off Schedule**

From: Due to the current COVID-19 pandemic, proper safety protocols must be adhered to. If the bid submission will be hand-delivered, delivery will be conducted via CURB-SIDE DROP OFF between Monday, May 17, 2021 through Wednesday, May 19, 2021, 9:00 a.m. to 3:00 p.m. and Thursday, May 20, 2021, 8:30 a.m. to 9:45 a.m. (15 minute intervals)

To: Due to the current COVID-19 pandemic, proper safety protocols must be adhered to. If the bid submission will be hand-delivered, delivery will be conducted via CURB-SIDE DROP OFF between Monday, May 24, 2021 through Wednesday, May 26, 2021, 9:00 a.m. to 3:00 p.m. and Thursday, May 27, 2021, 8:30 a.m. to 9:45 a.m. (15 minute intervals)

**Page 7, Section 3.1.5 – RECEIPT AND OPENING OF BIDS**

From: In order to adhere to social distancing requirements, bids shall be opened publicly via video conference on the time and date specified below:  
TIME: 10:30 a.m. Chamorro Standard Time (CHST)  
DATE: Thursday, May 20, 2021

To: In order to adhere to social distancing requirements, bids shall be opened publicly via video conference on the time and date specified below:  
TIME: 10:30 a.m. Chamorro Standard Time (CHST)  
DATE: Thursday, May 27, 2021

**Page 8, Section 3.1.14 – PRE-BID WRITTEN QUESTIONS**

From: Questions regarding this IFB must be received in writing by GDOE no later than:  
TIME: 3:00 p.m. Chamorro Standard Time (ChST)  
DATE: Wednesday, May 05, 2021

To: Questions regarding this IFB must be received in writing by GDOE no later than:  
TIME: 3:00 p.m. Chamorro Standard Time (ChST)  
DATE: Monday, May 10, 2021

All else remains the same.

Sincerely,

  
CARMEN T. CHARFAUROS  
Supply Management Administrator



JON J. P. FERNANDEZ  
Superintendent of Education

DEPARTMENT OF EDUCATION  
OFFICE OF SUPPLY MANAGEMENT

[www.gdoe.net](http://www.gdoe.net)  
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Email: [procurement@gdoe.net](mailto:procurement@gdoe.net)



CARMEN T. CHARFAUROS  
Supply Management Administrator

AMENDMENT ACKNOWLEDGEMENT FORM

IFB 027-2021  
Telecommunication Service – Plain Old Telephone Services (POTS)  
AMENDMENT 2

May 17, 2021

Please review the attached document (All Notice/Amendments can be reviewed on our website). Please sign this acknowledgement page and only return this page, attention to KATHRINA O. BAYSON via fax (671) 472-5001 or via email to [kobayson@gdoe.net](mailto:kobayson@gdoe.net).

I, Judy C. Rosario, an authorized representative of the company named below, acknowledge receipt of AMENDMENT 2, for IFB 027-2021 Telecommunication Service – Plain Old Telephone Services (POTS). Number of pages: 12 (including this coversheet).

TELEGUAM HOLDINGS, LLC DBA GTA

Company Name (Print)

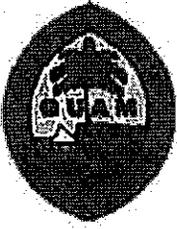
Judy C. Rosario

Print Name

Signature

17 May 2021 11:35am

Time and Date



ION J. P. FERNANDEZ  
Superintendent of Education

DEPARTMENT OF EDUCATION  
OFFICE OF SUPPLY MANAGEMENT

[www.gdoe.net](http://www.gdoe.net)  
501 Mariner Avenue  
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Telephone: (671) 475-0438/Fax: (671) 472-5001  
Email: [procurement@gdoe.net](mailto:procurement@gdoe.net)



CARMEN T. CHARFAUROS  
Supply Management Administrator

May 17, 2021

**AMENDMENT 2**

**Prospective Bidders:**

Please refer to our invitation for Bid No. 027-2021 Telecommunication Service – Plain Old Telephone Services (POTS), a copy of which was obtained by your company for consideration.

Please see Amendment 2, Attachment A – Summary of Pre-Bid Conference conducted on May 6, 2021.

GDOE is hereby making the following changes to the IFB:

**Page 4, Section 2.3 – PROJECT DESCRIPTION**

**Add the following Sub-Section(s):**

**2.3.14. Bidder shall be able to provide the following features at a minimum:**

**2.3.14.1. Enhanced E-911**

**2.3.14.1.1. The service must at the time of installation be able to pass identifying digits from an originating station of Enhanced 911 calling party location.**

**2.3.14.1.2. At a minimum, the service must be able to identify the building location.**

**2.3.14.1.3. It must be able to be originated from both proprietary digital telephones as well as analog telephones.**

**2.3.14.1.4. The E911 call must be received at the Guam E911 Public Service Answering Point that serves the geographical area of the calling station's physical location.**

**2.3.14.2. Enhanced E-911 Event Notification**

**2.3.14.2.1. The service must enable the administrator to automatically send a text message and/or email message to notify authorized individual that an E911 call has been placed and the originating number of the call.**

**2.3.15. Electric Power**

**2.3.15.1. The handset shall be able to operate through power provided through the phone line from the Central Office.**

**2.3.15.2. The service shall be operational during an electrical power outage.**

**2.3.16. Caller ID**

**2.3.16.1. The calling party ID shall be passed through the carrier circuits.**

**Page 4, Sub-Section 2.3.5.3**

**Add the following Sub-Section:**

**2.3.5.3.1. Bidder is responsible for the inside wiring "end to end" from the individual end-user all the way to the school's DEMARC and up to the Service Provider Central Office (CO) to ensure service is operational.**

Please see below responses to questions submitted by Prospective Bidders:

**GTA**

1. Please provide a copy of the most recent invoice for the current services.

**GDOE Response: See Amendment 2, Attachment B for the most recent invoice.**

2. Referencing 2.3.9, please clarify the statement, should the calling party ID be passed through the carrier circuits?

**GDOE Response: GDOE is not clear on how the question is referenced to Sub-Section 2.3.9. The Bidder shall comply Communications Assistance for Law Enforcement Act (CALEA). However, the answer to the question is yes, the calling party ID shall be passed through the carrier circuits.**

**G214**

3. Please confirm if services need to remain active even during a power outage.  
*GDOE Response: Confirmed.*

**Pacific Data Systems**

4. Please confirm if attendance at the Pre-Bid Conference was mandatory.  
*GDOE Response: No.*
5. Reference Attachment A, page 1 of 2, No. 5, lists 647-4554 as a POTS Main Office Fallover Line. PDS was unable to confirm this as a fallover line. Please verify.  
*GDOE Response: The line number is one of fallover (F/O) line number for Chief Brodie Elementary School. PDS activated the line on 07/06/2016. See Attachment A that listed the line number and its locations within the site and its functions (F/O) on the invoice's supporting attachment.*
6. Reference Attachment A, page 1 of 2, No. 11, lists 477-9371 as a security line. PDS was unable to confirm this as a security line. Please verify.  
*GDOE Response: The line number is for the security line at IQ San Miguel ES. The line was activated 07/20/2016. See Attachment A that listed the line number and its locations within the site and its functions (Sec. Line) on the invoice's supporting attachment.*
7. Reference Attachment A, page 1 of 2, No. 12, lists 635-1551 as a security line. PDS was unable to confirm this as a security line. Please verify.  
*GDOE Response: The line number is for the security line at Liguon ES. PDS activated the line on 10/06/2016. See Attachment A that listed the line number and its locations within the site and its functions (Sec. Line) on the invoice's supporting attachment.*
8. Reference Attachment A, page 1 of 2, No. 17, lists 828-2563 as a security line. PDS was unable to confirm this as a security line. Please verify.  
*GDOE Response: The line number is for the security line at Merizo ES. PDS activated the line on 07/22/2016. See Attachment A that listed the line number and its locations within the site and its functions (Sec. Line) on the invoice's supporting attachment.*
9. Reference Attachment A, page 1 of 2, No. 17, lists 828-8680 as a failover line. PDS was unable to confirm this as a failover line. Please verify.  
*GDOE Response: The line number is for the failover (F/O) line at Merizo ES. PDS activated the line on 07/22/2016. See Attachment A that listed the line number and its locations within the site and its functions (F/O) on the invoice's supporting attachment.*
10. Reference Attachment A, page 1 of 2, No. 22, lists 789-3218 as a security line. PDS was unable to confirm this as a security line. Please verify.  
*GDOE Response: The line number is for the security line at Talofofa ES. PDS activated the line on 12/01/2016. See Attachment A that listed the line number and its locations within the site and its functions (Sec. Line) on the invoice's supporting attachment.*
11. Reference Attachment A, page 2 of 2, No. 30, lists 475-2426 as a security line. PDS was unable to confirm this as a security line. Please verify.  
*GDOE Response: The line number is for the security line at J.Rios MS. PDS activated the line on 10/06/2016. See Attachment A that listed the line number and its locations within the site and its functions (Sec. Line) on the invoice's supporting attachment.*
12. Reference Attachment A, please confirm if the Rios Middle School elevator is required to have a POTS line for emergencies. Attachment A does not identify a POTS line for this.  
*GDOE Response: No POTS line service is required at the J Rios MS elevator at this time.*
13. Reference Attachment A, please confirm if the Francisco B. Leon Guerrero Middle School elevator is required to have a POTS line for emergencies. Attachment A does not identify a POTS line for this.

---

**GDOE Response: Currently, no elevator emergency POTS line is required at FB Leon Guerrero MS.**

14. Reference Attachment A, please confirm if any of the high school armories require POTS line services for security purposes.  
**GDOE Response: Currently, GDOE FSAIS Office is not aware of any request or any existing security POTS lines services to the high school's ROTC armories.**
15. Reference Page 4, Section 2.3.1 please confirm that the service; Analog/Plain Old Telephone Service, is required to be provided in accordance with the GPUC Order issued on May 30, 2008 defining the Minimum Technical Standards for this type of service.  
**GDOE Response: The Bidder shall comply with all Federal and Local regulations required for the Analog/Plain Old Telephone Services.**
16. Reference Page 4, Section 2.3.1 and 2.3.7, please confirm that the service shall be line powered from the hardened Central Office Facilities.  
**GDOE Response: Confirmed.**
17. Reference Page 4, Section 2.3.7, please confirm that the hardened Central Office Facilities shall provide a minimum of 12 hours of service all the way through to the end user device connection during any period of power outage.  
**GDOE Response: The service shall be operational during an electrical power outage.**
18. Reference Page 4, Section 2.3.5, please confirm that GDOE will ensure that all inside wiring supporting the final phone service configuration are functioning and in good working order. If this is not the case then GDOE will pay additional costs to repair any existing inside wire issues prior to the commencement of the new service contract.  
**GDOE Response: GDOE confirms all existing POTS lines are in good working order. The awarded Bidder shall maintain the POTS line inside wiring connectivity "end-to-end" to the individual end-user location. GDOE will not be responsible for any cost to repair any inside wiring issues at the start of the new contractual service.**
19. Reference Page 4, Section 2.3.1, please define any optional "CLASS Services" that GDOE will require to be installed on any of the lines defined in Attachment A. CLASS Services are optional features such as Call ID Number, Call Waiting, 3Way Calling, etc that are installed on the service configuration.  
**GDOE Response: The Bidder shall provide the following features at the minimum: a) Enhanced E-911; b) Enhanced E911 Event Notification; c) electrical power provided through the phone line from the central office; and d) Caller ID.**
20. Reference Section 6, Bid Form, the TOTAL COST to be used to evaluate the bid does not include the ability for the bidder to add one-time/non-recurring costs associated with the installation of the services and any costs for number portability. Please amend the Bid Form to allow the inclusion of these costs.  
**GDOE Response: See Amendment 2, Attachment C – Revised Bid Form 1 to accommodate any NRC.**
21. Reference 3.2.9, delivery of goods, What is the required delivery date for all services to be delivered for all GDOE locations?  
**GDOE Response: The delivery of services shall commence on and no earlier than July 01, 2021.**

**Docomo Pacific Inc.**

22. 2.3.8 The bidder shall provide equal access and enable GDOE to select a long-distance carrier.

Question: Would the bidder be allowed to provide the long-distance carrier?

**GDOE Response: Yes.**

All else remains the same.

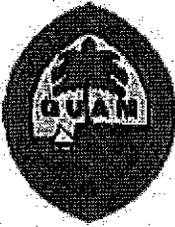
Sincerely,



CARMEN T. CHARFAUROS  
Supply Management Administrator

**Amendment No. 2**  
**IFB 027-2021 Telecommunication Service – Plain Old**  
**Telephone Services (POTS)**

**ATTACHMENT A**  
**Summary of Pre-Bid Conference**



JON J. P. FERNANDEZ  
Superintendent of Education

DEPARTMENT OF EDUCATION  
OFFICE OF SUPPLY MANAGEMENT

[www.gdoe.net](http://www.gdoe.net)  
501 Mariner Avenue  
B-Building, Suite 116  
Barrigada, Guam 96913  
Telephone: (671) 475-0438/Fax: (671) 472-5001  
Email: [procurement@gdoe.net](mailto:procurement@gdoe.net)



CARMEN T. CHARFAUROS  
Supply Management Administrator

IFB 027-2021 Telecommunication Service – Plain Old Telephone Services (POTS)  
Pre-Bid Conference  
Thursday, May 6, 2021, 11:00 AM CHST

SUMMARY

- I. Sign- In and Introduction
- II. House Rules
  - A. Pre-Bid Conference will be recorded and included in the Procurement File.
  - B. Prospective Bidders must sign in on the zoom chat and provide the following information: Company Name, Individual's Name, email address.
  - C. Please keep yourself on mute during the meeting. We will ask the group for questions periodically throughout the Pre-Bid Conference.
- III. Reminders
  - A. Questions During Pre-Bid Conference
    1. GDOE may provide verbal answers to verbal question from potential bidders during the pre-bid conference, however, verbal answers will not be considered as an official GDOE response.
    2. All questions must be submitted in writing in accordance to Amendment No. 1 of the IFB, Section 3.1.14 – PRE-BID WRITTEN QUESTIONS no later than Monday, May 10, 2021 at 3:00 PM.
    3. All written questions must be directed to Kathrina Bayson via email at [kobayson@gdoe.net](mailto:kobayson@gdoe.net), in accordance to the IFB, Section 3.1.1 – COMMUNICATION REGARDING THE IFB.
    4. GDOE will respond to questions no later than Monday, May 17, 2021 at 5:00 PM. Response to written questions will be provided via Amendment to all Prospective Bidders.
  - B. IFB Requirements
    1. Bidders must submit with their bid, the forms listed on the IFB, Section 5 – FORMS REQUIRED IN RESPONSE TO IFB.
    2. Bidders must also submit the Bid Form included with the IFB. See Section 3.1.6 – BID SUBMISSION FORM.
  - C. Deadline for Submission
    1. Deadline for Submission will be on Thursday, May 27, 2021 at 10:00 AM. Bids must be submitted before the deadline at the GDOE Supply Management Office (Refer to the IFB and Amendment No. 1, Section 3.1.4 – TIME AND DATE FOR RECEIPT OF BIDS for additional submission guidelines).
    2. Bid Opening will be held on the same day, Thursday, May 27, 2021 at 10:30 AM via Video Conference as specified on the IFB and Amendment No. 1, Section 3.1.5 – RECEIPT AND OPENING OF BIDS.
- IV. Project Description / Scope of Work
- V. Conclusion

**Amendment No. 2**  
**IFB 027-2021 Telecommunication Service – Plain Old**  
**Telephone Services (POTS)**

**ATTACHMENT B**

**Recent Invoice for Current Services**



185 Ilipog Drive, Ste. 204A  
Tamuning, Guam 96931  
Phone: 671-300-0208  
Fax: 671-300-0265

# Invoice

Invoice #: 211899  
Invoice Date: 04/01/2021  
Terms: Due Upon Receipt

**Bill To:**  
Department of Education  
Government of Guam  
500 Mariner Avenue  
Barrigada, GU 96913-1608

**Ship To:**  
Financial, Student, Administrative  
Information Systems (FSAIS)  
500 Mariner Avenue  
Barrigada, GU 96913-1608  
ATTENTION: Data Processing Manager  
and/or E-Rate Contact Person

IFB 005-2016  
Purchase Order: 20210006-00  
Vendor: 10157  
Vendor SPIN: 143026234  
Vendor EIN: 96-0001523

Services Rendered:	
1. Telephone Service April 01-30, 2021 service period (See attached list)	\$2,147.90
<b>Total Amount Due to Pacific Data Systems</b>	<b>\$2,147.90</b>
(BEAR)	

I certify that the above bill is just and correct;  
that payment therefor has not been received.

Pacific Data Systems

by: \_\_\_\_\_

Service Rendered  
D. Cruz

**GUAM DEPARTMENT OF EDUCATION  
POTS TELEPHONE SERVICE  
BILLING FOR THE MONTH OF APRIL 2021**

Tel Number	SITE	LOCATION (within Site)	Activation Date	Prorated/ Amount for Apr
472-5053	A Johnston MS	Main Office F/O	07/01/16	22.85
477-2248	A Johnston MS	G4S Sec. Line	07/15/16	22.85
477-8041	Agana Height ES	G4S Sec. Line	07/01/16	22.85
477-8060	Agana Height ES	Main Office F/O	08/01/16	22.85
635-4369	Astumbo ES	Main Office F/O	08/10/16	22.85
637-5352	Astumbo ES	G4S Sec. Line	07/01/16	22.85
635-1402	Astumbo MS	Main Office F/O	07/06/16	22.85
635-1404	Astumbo MS	SECURTECH SEC. LINE	10/08/16	22.85
734-4342	BP Carbullido ES	Main Office F/O	03/01/17	22.85
734-7769	BP Carbullido ES	G4S Sec. Line	07/20/16	22.85
648-8052	Chief Brodie ES	G4S Sec. Line	08/09/16	22.85
647-4444	Chief Brodie ES	Main Office F/O Published No.	08/04/16	22.85
647-4554	Chief Brodie ES	Main Office F/O	07/08/16	22.85
475-4502	CL Taitano ES	Main Office F/O	07/01/16	22.85
477-4778	CL Taitano ES	G4S Sec. Line	07/01/16	22.85
653-2400	DL Perez ES	G4S Sec. Line	07/12/16	22.85
653-2846	DL Perez ES	Main Office F/O	07/12/16	22.85
653-1725	FB Leon Guerrero MS	Main Office F/O	07/01/16	22.85
653-2090	FB Leon Guerrero MS	G4S Sec. Line	07/11/16	22.85
633-0589	Finegayan ES	Elevator Line	03/23/21	22.85
633-1521	Finegayan ES	Main Office F/O	10/08/16	22.85
633-1528	Finegayan ES	G4S Sec Line	07/08/16	22.85
734-0745	GW HS	G4S Sec. Line	07/12/16	22.85
734-2208	GW HS	G4S Sec Line -Library	07/14/16	22.85
734-8068	GW HS	Main Office F/O	08/23/16	22.85
734-8071	GW HS	G4S Sec Line	07/12/16	22.85
734-2983	HB Price ES	G4S Sec Line	08/04/16	22.85
734-7766	HB Price ES	Main office F/O	07/08/16	22.85
300-3290	HS Truman ES	Main Office F/O	11/03/17	22.85
565-0066	HS Truman ES	G4S Sec Line	08/03/16	22.85
828-2606	Inarajan ES	G4S Sec. Line	07/13/16	22.85
828-8642	Inarajan ES	Main Office F/O	07/13/16	22.85
475-0668	Inarajan MS	Main Office F/O	10/08/16	22.85
828-2107	Inarajan MS	Sec Line	07/20/16	22.85
300-3292	JFK HS	Main Office F/O	11/03/17	22.85
475-2412	JLG Rios MS	Main Office F/O	10/08/16	22.85
475-2426	JLG Rios MS	Sec Line	07/18/16	22.85
632-7102	JM Guerrero ES	Main Office F/O	07/14/16	22.85
637-0357	JM Guerrero ES	G4S Sec Line	07/14/16	22.85
477-9368	JQ San Miguel ES	Main Office F/O	07/20/16	22.85
477-9371	JQ San Miguel ES	G4S Sec Line	07/20/16	22.85
646-2234	LBJ ES	Main Office F/O	07/11/16	22.85
646-5047	LBJ ES	G4S Sec Line	07/11/16	22.85
635-1551	Liguan ES	SECURTECH SEC. LINE	10/08/16	22.85
635-1553	Liguan ES	Main Office F/O	07/01/16	22.85
635-1554	Liguan ES	Principal Office F/O	07/01/16	22.85
735-3111	LP Unlalan MS	G4S Sec Line	07/15/16	22.85
735-3115	LP Unlalan MS	Main Office F/O	07/15/16	22.85
585-2946	M. Sablan ES	Main Office F/O	07/01/16	22.85
585-3172	M. Sablan ES	G4S Sec Line	07/12/16	22.85
632-8090	MA Uloa ES	Main Office F/O	07/07/16	22.85
637-2490	MA Uloa ES	G4S Sec Line	07/07/16	22.85

**GUAM DEPARTMENT OF EDUCATION  
POTS TELEPHONE SERVICE  
BILLING FOR THE MONTH OF APRIL 2021**

Tel Number	SITE	LOCATION (within Site)	Activation Date	Prorated/ Amount for Apr
789-1601	MU Lujan ES	G4S Sec Line	08/16/16	22.85
789-1886	MU Lujan ES	Main Office F/O	10/06/16	22.85
832-0020	Machananao ES	Main Office F/O	10/27/17	22.85
835-4382	Machananao ES	G4S Sec Line	07/07/16	22.85
828-2583	Merizo ES	G4S Sec Line	07/22/16	22.85
828-8680	Merizo ES	Main Office F/O	07/22/16	22.85
565-2962	Oceanview MS	Main Office F/O	08/01/16	22.85
565-3259	Oceanview MS	G4S Sec Line	08/01/16	22.85
635-1178	Okkodo HS	Business/Admin office F/O	07/15/16	22.85
635-1177	Okkodo HS	SECURTECH SEC. LINE	08/11/16	22.85
472-4687	Ordot Chalan Pago ES	G4S Sec Line	03/01/17	22.85
477-2188	Ordot Chalan Pago ES	Main Office F/O	07/01/16	22.85
734-3972	PC Lujan ES	Main Office F/O	07/08/16	22.85
734-6727	PC Lujan ES	G4S Sec Line	08/05/16	22.85
653-3301	S. Sanchez HS - Security Line	Main Office - Security Line	07/11/16	22.85
653-3625	S. Sanchez HS - Security Line	Main Office F/O	10/06/16	22.85
653-4357	S. Sanchez HS - Security Line	Library - Security Line	07/11/16	22.85
653-8884	S. Sanchez HS (Elevator)	Elevator Line	08/04/16	22.85
300-3291	Southern HS	Main Office F/O	11/03/17	22.85
479-2105	Southern HS	G4S Sec Line - Gym	07/15/16	22.85
479-2177	Southern HS	G4S Sec Line - Main Office	07/15/16	22.85
300-3284	Talofoto ES	Main Office F/O	11/15/17	22.85
789-3218	Talofoto ES	G4S Sec Line	12/01/17	22.85
789-1173	Talofoto ES	Nurse Office F/O	12/01/17	22.85
646-8018	Tamuning ES (Elevator)	Elevator Line B	03/01/17	22.85
649-2614	Tamuning ES (Elevator)	Elevator Line A	03/01/17	22.85
649-8055	Tamuning ES	G4S Sec Line	07/01/16	22.85
646-8059	Tamuning ES	Main Office F/O	08/10/16	22.85
300-3293	Tiyan HS	Main Office F/O	11/07/17	22.85
633-1393	Upi ES	Nurse Office F/O	07/05/16	22.85
653-1371	Upi ES	G4S Sec Line	08/10/16	22.85
653-8305	Upi ES	Main Office F/O	07/18/16	22.85
632-1228	VSA Benavente MS	Main Office F/O	07/01/16	22.85
632-7528	VSA Benavente MS	G4S Sec Line	07/11/16	22.85
632-7870	Wettengel ES	G4S Sec Line	08/10/16	22.85
632-7970	Wettengel ES	Main Office F/O	07/01/16	22.85
<b>Central Offices - Tiyan</b>				
479-4470	Federal Program (CSO)	Admin Office - Ike Santos	07/05/16	22.85
477-1535	Headstart	Main Office	07/05/16	22.85
472-5003	Sup. Office (CSO)	Fax#	07/01/16	22.85
475-0457	Sup. Office (CSO)	Supt. Front Office - Published No.	07/01/16	22.85
472-1741	Tiyan - Sp Ed. GEIS	GEIS Main Office Fax#	07/05/16	22.85
472-5001	Procurement (CSO)	Main Office Fax# - Published No.	07/01/16	22.85
<b>TOTAL AMOUNT :</b>				<b>2,147.90</b>

**Amendment No. 2**  
**IFB 027-2021 Telecommunication Service – Plain Old**  
**Telephone Services (POTS)**

**ATTACHMENT C**

**Revised Bid Form 1**

**REVISED BID FORM 1**

Amendment No. 2

GDCE IFB 027-2021

**TELECOMMUNICATION SERVICE - PLAIN OLD TELEPHONE SERVICES (POTS)**

Items	Monthly Recurring Charge (MRC)					NRC (H)	MRC + NRC (I)
	(A) MRC Basic Line Rate Charges per phone line	(B) MRC Total Surcharges Fees (such as SLU, USF, ES11, etc.)	(C) MRC Inside Wiring Maintenance Service Charge	(D) Total MRC Per phone line (Add Columns A + Column B + Column C)	(E) Quantity Number of POTS Line		
Plain Old Telephone Service (POTS) - Analog	\$	\$	\$	\$	97	36	\$
<p>*The Price Evaluation will be based on the TOTAL COST (Column I). The Bidder should check and cross check for mathematical accuracy.                  *The quantity of POTS lines may increase or decrease during the term of the award.                  *The Basic Line Rate Charge and IM Maintenance Service Charge will remain fixed for the duration of the awarded term.                  *The Surcharges Fees may be adjusted to meet Local and Federal regulatory mandates. Bidder shall provide the Local and Federal regulatory document to support the change in surcharges fees and an itemized cost for the total surcharge fees.</p>							
NRC TOTAL COST (one-time/non-recurring charges associated with the 37 POTS Lines - such as cost for installation, activation, etc.)							\$
TOTAL COST (Add Column G + Column H)							\$

PRICE LIST	
Item	Non-Recurring Charge (NRC)
Plain Old Telephone Services (POTS) - Analog	MRC One-Time Charge for New POTS Line Installation and Activation
	One-Time Charge to Relocate an Existing POTS line
	\$

By signing below, I represent that I am an authorized representative and I certify that the information provided on this Bid Form is true and correct. And by submission of this bid the company is making an offer to provide the services and products described in GDCE IFB 027-2021. I also confirm that the bid price shall remain firm and irrevocable for the term of the award.

Company Name

Print Name of Authorized Representative

Signature of Authorized Representative

Title

Date

I ( ) MARK IF YOU ARE CLAIMING STATUS AS A SERVICE-DISABLED VETERAN OWNED BUSINESS UNDER 5 U.S.C. § 5012  
(IF ANY ALTERATIONS ARE DONE TO THIS BID COST FORM, GOE WILL FIND BIDDER NON-RESPONSIVE)



JON J. P. FERNANDEZ  
Superintendent of Education

DEPARTMENT OF EDUCATION  
OFFICE OF SUPPLY MANAGEMENT

[www.gdoe.net](http://www.gdoe.net)  
501 Marinar Avenue  
B-Building, Suite 116  
Barrigada, Guam 96913  
Telephone: (671) 475-0438/Fax: (671) 472-5001  
Email: [procurement@gdoe.net](mailto:procurement@gdoe.net)



CARMEN T. CHARFAUROS  
Supply Management Administrator

AMENDMENT ACKNOWLEDGEMENT FORM

IFB 027-2021  
Telecommunication Service – Plain Old Telephone Services (POTS)  
AMENDMENT 3

May 24, 2021

Please review the attached document (All Notice/Amendments can be reviewed on our website). Please sign this acknowledgement page and only return this page, attention to KATHRINA O. BAYSON via fax (671) 472-5001 or via email to [kpbayson@gdoe.net](mailto:kpbayson@gdoe.net).

I, Kelsey Chargualaf, an authorized representative of the company named below, acknowledge receipt of AMENDMENT 3, for IFB 027-2021 Telecommunication Service – Plain Old Telephone Services (POTS). Number of pages: 2 (including this coversheet).

TeleGuam Holdings, LLC dba GTA

Company Name (Print)

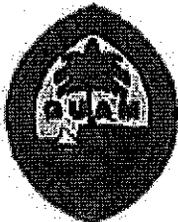
Kelsey Chargualaf

Print Name

Signature

8:40AM 5/25/2021

Time and Date



JON J. P. FERNANDEZ  
Superintendent of Education

DEPARTMENT OF EDUCATION  
OFFICE OF SUPPLY MANAGEMENT

[www.gdoe.net](http://www.gdoe.net)  
501 Mariner Avenue  
B-Building, Suite 116  
Barrigada, Guam 96913  
Telephone: (671) 475-0438/Fax: (671) 472-5001  
Email: [procurement@gdoe.net](mailto:procurement@gdoe.net)



CARMEN T. CHARFAUROS  
Supply Management Administrator

May 24, 2021

**AMENDMENT 3**

Prospective Bidders:

Please refer to our Invitation for Bid No. 027-2021 Telecommunication Service – Plain Old Telephone Services (POTS), a copy of which was obtained by your company for consideration.

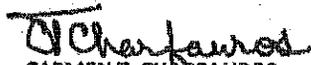
GDOE is hereby making the following changes to the IFB:

**Amendment No. 2, Section 2.3.14.2 – Enhanced E-911 Event Notification**

**Delete Sub-Section 2.3.14.2 and 2.3.14.2.1 in its entirety.**

All else remains the same.

Sincerely,

  
CARMEN T. CHARFAUROS  
Supply Management Administrator

G226

1.)REQUIRED DOCUMENTS

2.)COMPANY PROFILE &  
TECHNICAL WRITE UP

GTA

3.)BID FORM

4.)ADDENDA



---

**The Guam Department of Education**

**Invitation for Bid No. 028-2021**

**Bidder's Name: TELEGUAM HOLDINGS, LLC DBA GTA**

**Bidder's Address: 624 N. Marine Corps Drive Tamuning Guam, 96913**

**Submittal Date: 05/27/21**

**Submittal Time: 10:00am (ChST)**

**Attention: KATHRINA O. BAYSON**

**BUYER SUPERVISOR II**





**The Guam Department of Education**

**IFB: 028-2021**

**Invitation For Bid**

**TELECOMMUNICATION SERVICE- DIGITAL TRANSMISSION SERVICES (DTS)**

**Bidder's Name: TELEGUAM HOLDINGS LLC, DBA GTA**

**Bidder's Address: 624 N. Marine Corps Drive Tamuning Guam, 96913**

**Authorized Point of Contact:**

**Judy C. Rosario**

**Sales Director**

**671.487.5839**

**[jrosario@gta.net](mailto:jrosario@gta.net)**

**Kelsey Chargualaf**

**Government Account Executive**

**671.480.3346**

**[kechargualaf@gta.net](mailto:kechargualaf@gta.net)**



25 May 2021

Kathrina O. Bayson

Guam Department of Education

RE: Telecommunication Service- Digital Transmission Services (DTS)

Dear Ms. Bayson:

Buenas yan Hafa Adall It is our pleasure to submit our bid packet for the Guam Department of Education's (GDOE's) Digital Transmission Services (DTS). As the ILEC on Guam, Teleguam Holdings LLC, dba GTA, understands the importance of providing reliable phone services to the local Government, Federal market, and Corporate sector. With over 60 years of telecommunication experience, GTA is committed to providing our customers with both connectivity and continuity to keep our partners connected.

With the ever-growing changes in the communication industry, GTA has been working diligently to provide the most advance products and services to our island. With the demand to stay connected, GTA has steadily built its redundant and diverse internet capacity from Guam to the United States and Asia, being the leaders of internet on Guam. In 2017, GTA partnered in the consortium of the SEA-US undersea fiber optic cable system connecting Guam to LA. In addition, GTA also expanded its capabilities by becoming the first locally owned cable landing station on Guam, which allows us to provide more than sufficient bandwidth to support our technology and empower our customers to stay connected.

GTA, currently provides a quad-play solution to include wireless mobility services, internet solutions utilizing different transports, IPTV service with HD and DTV offers, and traditional as well as advance services to support our telephone product. GTA provides the most advanced and diversely supported services backed and supported by a fully buried underground, typhoon proven network.

With our team of local leaders supporting the best in our industry, our 24/7 support group, the best products, and the most robust network with resiliency, we are committed to supporting GDOE's digital transmission services and providing the most cost efficient and optimal way to stay connected.

Should you have any questions or concerns please feel free to contact me at 671.487.5839.

Best Regards,

  
Judy C. Rosario

Trade Secret, Confidential & Proprietary GTA Information – for GDOE Bid No: IFB 028-2021  
Evaluation. Not to be distributed outside of GDOE



**G230**



DEPARTMENT OF REVENUE AND TAXATION  
GOVERNMENT OF GUAM

PO Box 23607  
Bangada Guam 96931  
Ltd Livalala Gym COMPANY  
06/30-2021  
EXPIRES:

# BUSINESS LICENSE

FILE NO: 21122

Retail  
ACCOUNT NO 80-333400826-011

		FEE	75
		PENALTY	0
		TOTAL FEE	75
ISSUED TO	TELEQUAN HOLDINGS, LLC		
DOING BUSINESS AS	GTA		
TYPE OF LICENSE	SALE OF TELECOMMUNICATIONS HARDWARE AND ACCESSORIES		
BUSINESS LOCATION	LOT 5120 4 NEW E1 NEW		
	324 N. MARINE CORPS DRIVE TAMUNING GUAM		
MAILING ADDRESS	624 N MARINE CORPS DRIVE TAMUNING GUAM		
	483-2275		
TELEPHONE HOME	BUSINESS		
	ZIP: 96913		

Director of Guam  
#5  
8/02/20

*[Signature]*  
WAFNE MARZAPET-SHINEZ  
DIRECTOR OF REVENUE AND TAXATION

KEEP POSTED IN A CONSPICUOUS PLACE.  
LICENSE MUST BE PRODUCED UPON  
DEMAND TO ANY AUTHORIZED GOV T  
OFFICIAL.



DEPARTMENT OF REVENUE AND TAXATION  
 GOVERNMENT OF GUAM  
 P.O. BOX 33607  
 HAGATNA GUAM 96921

**BUSINESS LICENSE**

ISSUED TO	ACCOUNT NO.	FEE
DATE OF EXPIRATION		PENALTY
GOING TO BUSINESS AS		TOTAL DUES
TYPE OF LICENSE		
BUSINESS LOCATION		
MAILING ADDRESS		
TELEPHONE HOME	TELEPHONE BUSINESS	

DIRECTOR OF REVENUE AND TAXATION



DEPARTMENT OF REVENUE AND TAXATION  
GOVERNMENT OF GUAM

P.O. Box 27807

Bainbridge, Guam 96921

117 Airport Road, Agaña, Guam

Phone: (671) 233-2000

**BUSINESS LICENSE**

ACCOUNT NO. 10-0004

ISSUED TO

GOING BUSINESS AS

TYPE OF LICENSE

BUSINESS LOCATION

MAILING ADDRESS

TELEPHONE HOME

BUSINESS

DIRECTOR OF REVENUE AND TAXATION

**G233**



DEPARTMENT OF REVENUE AND TAXATION  
 GOVERNMENT OF GUAM  
 P.O. Box 21607  
 Hagoada, Guam 96921  
 (671) 492-1400

**BUSINESS LICENSE**

ACCOUNT NO

ISSUED TO

OWNING BUSINESS AS

TYPE OF LICENSE

BUSINESS LOCATION

MAILING ADDRESS

TELEPHONE HOME

BUSINESS

FEE

PENALTY

TOTAL FEE

*[Signature]*  
 DIRECTOR OF REVENUE AND TAXATION



DEPARTMENT OF REVENUE AND TAXATION  
GOVERNMENT OF GUAM

P.O. Box 23607  
Barrigada, Guam 96921

Ltd. ~~Investment~~ Company

06/30/2021

EXPIRES:

**BUSINESS LICENSE**

SAL NO: 210

R

Service

13-300402185-003

77-00000000

FEE	50
PENALTY	
TOTAL FEE	50

ISSUED TO: GTA TELECOM, LLC

DOING BUSINESS AS: GTA TELECOM, LLC

TYPE OF LICENSE: TELECOM & INTERNET SERVICES

DEPARTMENT OF  
REVENUE AND TAXATION

BUSINESS LOCATION: LOT 5120-4NEW-R1NEW #624 N MARINE CORPS

DR TAMUNING GUAM

MAILING ADDRESS: 624 N MARINE CORPS DR  
TAMUNING GUAM

JUN 28 2021  
COLLECTION BRANCH

REVENUE OFFICER

ZIP: 96913  
644-4482

6/24/20

TELEPHONE: HOME BUSINESS

KEEP POSTED IN A PROMINENT PLACE  
LICENSE MUST BE PRODUCED UPON  
DEMAND TO ANY AUTHORITY'S GOVT  
OFFICIAL.

*[Signature]*  
DIRECTOR OF REVENUE AND TAXATION



### 1. Required Documents

	Form Name	Form Title
1	GDOE Procurement Form 001	Bid Bond Form
2	GDOE procurement Form 002	Special Provisions- Restriction against Sex Offenders
3	GDOE Procurement Form 004	Invitation for Bid- Designation of Proprietary Information
4	GDOE Procurement Form 005	Local Procurement Preference Application
5	AG Procurement Form 002 (Rev. Nov 17, 2005)	AFFIDAVIT Disclosing OWNERSHIP and COMMISSIONS
6	AG Procurement Form 003 (Rev. July 12, 2010)	AFFIDAVIT re NON COLLUSION
7	AG Procurement Form 004 (Rev. July 12, 2010)	AFFIDAVIT re GRATUITIES OR KICKBACKS
8	AG Procurement Form 005 (Rev. July 12, 2010)	AFFIDAVIT Re ETHICAL STANDARDS
		DECLARATION re COMPLIANCE WITH DOL WAGE DETERMINATION (Including a supplemental copy of the U.S. DOL WAGE DETERMINATION RATES)
9	AG Procurement Form 006 (Rev. Feb. 16, 2010)	
10	AG Procurement Form 007 (Rev. July 15, 2010)	AFFIDAVIT re CONTINGENT FEES

GOVERNMENT OF GUAM  
GUAM DEPARTMENT OF EDUCATION  
501 MARINER AVENUE, SUITE 116  
BARRIGADA, GUAM 96913  
TEL: 671-475-0438 | FAX: 671-475-5001



BID BOND

No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS that we \_\_\_\_\_ as Principal hereinafter called the Principal, and Bonding Company, cashiers check (attached) \_\_\_\_\_ a corporation duly organized 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 well 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 IFB No. 028-2021: TELECOMMUNICATION SERVICE – DIGITAL TRANSMISSION SERVICES (DTS)

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 the 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 of Bids then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
(PRINCIPAL) (SEAL)

\_\_\_\_\_  
(WITNESS)

\_\_\_\_\_  
(WITNESS)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(SURETY) (SEAL)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(ATTORNEY-IN-FACT)

THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH THE FORMAL BID DOCUMENTS IF THE BIDDER IS PROVIDING A SURETY BOND FOR SECURITY.  
GDOE Procurement Form 001



**OFFICIAL BANK CHECK**  
**First Hawaiian Bank.**  
 P.O. Box 3200 Honolulu, HI 96801-3200

DATE: 05/24/2021

2018098 8

59-101  
1213

MAITE

AMOUNT  
**\$79,000.00**

PAY SEVENTY NINE THOUSAND DOLLARS AND 00 CENTS  
 TO THE ORDER OF DEPARTMENT OF EDUCATION

**NOTICE TO CUSTOMER**

In the event this Official Bank Check is lost, misplaced, or stolen, please call the branch where it was purchased for instructions on submitting a claim.

GDOE IFB 028-2021 Telecom Services - DTS

**CUSTOMER RECEIPT**  
 NOT NEGOTIABLE

**OFFICIAL BANK CHECK**

MAITE

DATE: 05/24/2021

2018098 8

59-101  
1213

**\$79,000.00**

PAY \*\*\* SEVENTY NINE THOUSAND DOLLARS AND 00 CENTS  
 TO THE ORDER OF DEPARTMENT OF EDUCATION

GDOE IFB 028-2021 Telecom Services - DTS



**First Hawaiian Bank.**  
 P.O. Box 3200 Honolulu, HI 96801-3200

Two Signatures Required for \$100,000 and Over

*[Handwritten Signature]*  
 \_\_\_\_\_  
 Authorized Signature  
 \_\_\_\_\_  
 Authorized Signature

THIS DOCUMENT PRINTED ON TRUE WATERMARK PAPER - HOLD TO THE LIGHT TO VIEW.

⑈ 20180988 ⑆ 1213010151 01 ⑈ 181424 ⑈

**G238**



**SPECIAL PROVISIONS**

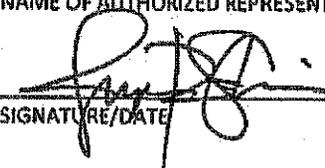
**RE: GDOE IFB 028-2021  
TELECOMMUNICATION SERVICE – DIGITAL TRANSMISSION SERVICES (DTS)**

**Restriction against Sex Offenders Employed by Service Providers to  
Government of Guam from working on Government Property**

TeleGuam Holdings, LLC dba GTA (COMPANY NAME, hereafter the "Bidder") hereby warrants that if awarded a contract or purchase order pursuant to the IFB referenced above, it shall comply with the provisions of 5 GCA §5253, specifically 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 pursuant to the IFB while on government of Guam property, with the exception of public highways. If any employee is providing services on government property and is convicted subsequent to an award of a contract, then the bidder warrants that it will notify the Guam Department of Education ("GDOE") 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 bidder is found to be in violation of any of the provisions of this paragraph, then GDOE will give notice to the bidder to take corrective action. The bidder shall take corrective action within twenty-four (24) hours of notice from the Government, and shall notify the Government when action has been taken. If the bidder fails to take corrective steps within twenty-four (24) hours of notice from GDOE, then GDOE in its sole discretion may temporarily suspend the contract or purchase order.

TeleGuam Holdings, LLC dba GTA  
COMPANY NAME

Joseph R. Shinohara  
NAME OF AUTHORIZED REPRESENTATIVE

  
SIGNATURE/DATE

**THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH THE FORMAL BID DOCUMENTS.  
GDOE Procurement Form 002**

DEPARTMENT OF EDUCATION  
OFFICE OF SUPPLY MANAGEMENT  
501 MARINER AVENUE, SUITE 116  
BARRIGADA, GUAM 96913  
Telephone: (671) 475-0438/Fax: (671) 472-5001



INVITATION FOR BID - PROPRIETARY DATA DESIGNATION FORM

TELECOMMUNICATION SERVICE -- DIGITAL TRANSMISSION SERVICES (DTS)

INVITATION FOR BID (IFB): 028-2021

Pursuant to 2 GAR §3109(i)(2),

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 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 2 GAR §3109(i)(3).

*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 and makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary.*

Disagreements as to whether information will be considered proprietary will be resolved pursuant to 2 GAR §3109(i)(3).

Bidders wishing to designate information as proprietary must clearly mark such sections within the bid and identify the corresponding sections and page numbers below and return this form with the bid.

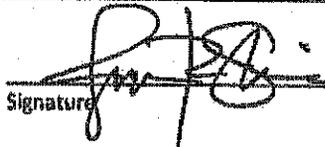
I, Joseph R. Shinohara, an authorized representative of TeleGuam Holdings, LLC dba GTA, hereby request that the sections and page numbers listed below of the bid submitted in response to GDOE IFB No. 028-2021 be considered a trade secret or proprietary data and therefore exempt from public disclosure:

Section 2 - company Profile / Background and Qualification  
Technical Proposal

Name: Joseph R. Shinohara

Title: Chief Financial Officer

Company: TeleGuam Holdings, LLC dba GTA

Signature: 

THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH THE FORMAL BID DOCUMENTS.  
GDOE Procurement Form 094

TELECOMMUNICATION SERVICE -- DIGITAL TRANSMISSION SERVICES (DTS)

IFB No. 028-2021

Page 18 of 20

**G240**

DEPARTMENT OF EDUCATION  
OFFICE OF SUPPLY MANAGEMENT  
501 MARINER AVENUE, SUITE 116  
BARRIGADA, GUAM 96913  
Telephone: (671) 475-0438/Fax: (671) 472-5001



**LOCAL PROCUREMENT PREFERENCE APPLICATION**

Based on the law stipulated below, please place a check or mark an "x" on the (1-4) block indicating the section that applies to your business:

5GCA, Chapter 5, Section 5008 titled "Policy in Favor of Local Procurement" of the Guam Procurement Law and the Department of Education Procurement Regulations Section 1.7 States that all procurement of supplies and services shall be made from among business licensed to do business on Guam and that maintain an office or other facility on Guam, whenever a business that is willing to be a contractor is:

- 1. A licensed bona fide manufacturing business that adds at least twenty-five percent (25%) of the value of an item, not to include administrative overhead, using workers who are U.S. Citizens or lawfully admitted permanent residents or nationals of the United States, or persons who are lawfully admitted to the United States to work, based on their former citizenship in the Trust Territory of the Pacific Islands;
- 2. A business that regularly carries an inventory for regular immediate sale of at least fifty percent (50%) of the items of supplies to be procured;
- 3. A business that has a bona fide retail or wholesale business location that regularly carries an inventory on Guam of a value of at least one half of the value of the bid or one hundred fifty thousand dollars (\$150,000), whichever is less, of supplies and items of a similar nature to those being sought; or
- 4. A service business actually in business, doing a substantial portion of its business on Guam, and hiring at least ninety-five percent (95%) U.S. Citizens lawfully admitted permanent residents or nationals of the United States to work, based on their citizenship in any of the nation's previously comprising the Trust Territory of the Pacific Islands.

Procurement of supplies and services from off-Guam may be made if no local agent for such supplies or services may be found on Guam or if the total cost F.O.B. job-site, unloaded, of procurement from off-island is not greater than eighty-five percent (85%) of the total cost F.O.B. job-site, unloaded, of the same supplies or services when procured from a local source. Justification for off-island procurement must be submitted in writing to the Superintendent of Education or his designee.

1. I, Joseph R. Shinohara, representative for Tele Guam Holdings, LLC dba GTA have read the requirements of the law cited above and do hereby qualify and elect to be given the Local Procurement Preference for IFB No. 028-2021. By filing in this information and placing my signature below, I understand that Guam Department of Education will review my application and shall determine whether or not the fifteen percent (15%) preference will be applied for GDOE IFB No. 028-2021.
2. I, \_\_\_\_\_, representative for \_\_\_\_\_, have read the requirements of the law cited above and do not wish to apply for the Local Procurement Preference for GDOE IFB No. 028-2021.

Name: Joseph R. Shinohara

Title: Chief Financial Officer

Signature: [Handwritten Signature]

Tel #: 671-644-1653

Address: 624 North Marine Corps Dr. Tamuning, Guam 96913

Fax #: 671-644-0010

Email: jshinohara@qta.net

THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH THE FORMAL BID DOCUMENTS.  
GDOE Procurement Form 005

**AFFIDAVIT DISCLOSING OWNERSHIP AND COMMISSIONS**

CITY OF Tamuning )  
 ) ss.  
 ISLAND OF GUAM )

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

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

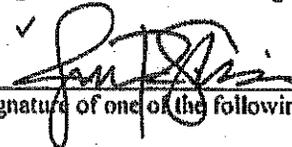
The offeror is a corporation, partnership, joint venture, or association known as TeleGuam Holdings, LLC dba GTA *[please state name of offeror company]*, and the persons, companies, partners, or joint venturers who have held more than 10% of the shares or interest in the offering business during the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

<u>Name</u>	<u>Address</u>	<u>% of Interest</u>
<u>TeleGuam Holdings, Inc.</u>	<u>624 North Marine Corps Dr. Tamuning, GU 96913</u>	<u>100%</u>
_____	_____	_____

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

<u>Name</u>	<u>Address</u>	<u>Compensation</u>
<u>None</u>	_____	_____

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

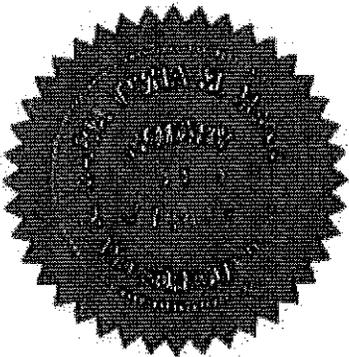
✓   
 \_\_\_\_\_  
 Signature of one of the following:

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

Subscribed and sworn to before me  
 this 10th day of May, 2021.  
  
 NOTARY PUBLIC  
 My commission expires: 10/20/2023

AG Procurement Form 002 (Rev. Nov. 17, 2005)

**MARIA TISHA M. MAKIO**  
 NOTARY PUBLIC  
 In and for Guam, U.S.A.  
 My Commission Expires: **DEC. 20, 2023**  
 624 North Marine Corps Dr., Tamuning, GU 96913



**AFFIDAVIT RE NON-COLLUSION**

CITY OF Tamuning )  
 ) SS.  
ISLAND OF GUAM )

Joseph R. Shinohara [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] TeleGuam Holdings, LLC dba GTA.

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:

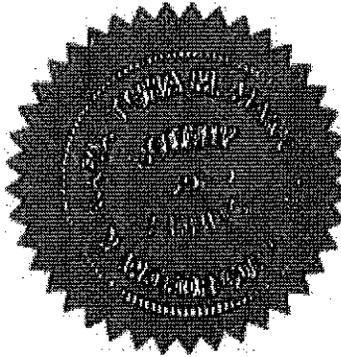
- Offeror, if the offeror is an individual;
- Partner, if the offeror is a partnership;
- Officer, if the offeror is a corporation.

Subscribed and sworn to before me  
this 10<sup>th</sup> day of May, 2023.

  
\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires DEC. 20, 2023.

AG Procurement Form 003 (Jul. 12, 2010)

**MARIA TISHA M. MAKIO**  
NOTARY PUBLIC  
In and for Guam, U.S.A.  
My Commission Expires: DEC. 20, 2023  
624 North Marine Corps Dr., Tamuning, GU 96913



**AFFIDAVIT RE GRATUITIES OR KICKBACKS**

CITY OF Tamuning )  
 ) ss.  
ISLAND OF GUAM )

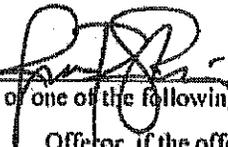
Joseph R. Shinohara [state name of affiant signing below], being first duty sworn, deposes and says that:

1. The name of the offering firm or individual is [state name of offeror company] TeleGuam Holdings, LLC dba GTA. Affiant is Authorized Officer [state one of the following: the offeror, a partner of the offeror, an officer of the offeror] making the foregoing identified bid or proposal.

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

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

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

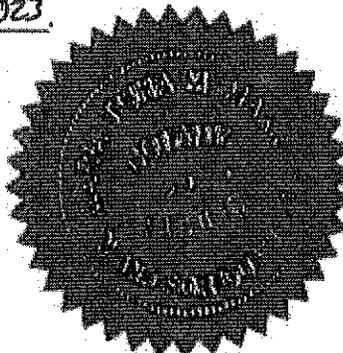
this 10th day of May, 2023.



NOTARY PUBLIC  
My commission expires DEC. 20, 2023.

AG Procurement Form 004 (Jul. 12, 2010)

**MARIA TISHA M. MAKIO**  
NOTARY PUBLIC  
In and for Guam, U.S.A.  
My Commission Expires: DEC. 20, 2023  
624 North Marine Corps Dr., Tamuning, GU 96913

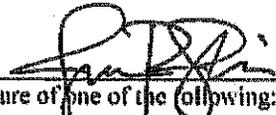


**AFFIDAVIT RE ETHICAL STANDARDS**

CITY OF Tamuning )  
 ) ss.  
ISLAND OF GUAM )

Joseph R. Shinohara [state name of affiant signing below], being first  
duly sworn, deposes and says that:

The affiant is Authorized Officer [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:

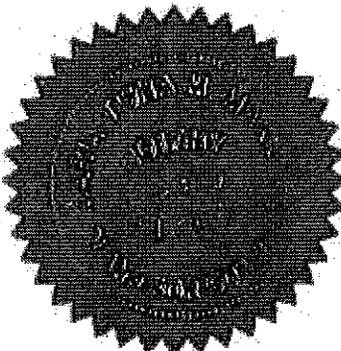
- Offeror, if the offeror is an individual;
- Partner, if the offeror is a partnership;
- Officer, if the offeror is a corporation.

Subscribed and sworn to before me  
this 10th day of May, 2021 \*

  
NOTARY PUBLIC

My commission expires Dec. 20, 2023.

**MARIA TISHA M. MAKIO**  
NOTARY PUBLIC  
In and for Guam, U.S.A.  
My Commission Expires: DEC. 20, 2023  
624 North Marine Corps Dr., Tamuning, GU 96913



**DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION**

CITY OF Tamuning )  
 ) ss.  
ISLAND OF GUAM )

Procurement No.: IFB 028-2021

Name of Offeror Company: TeleGuam Holdings, LLC dba GTA

I, Joseph R. Shinohara hereby certify under penalty of perjury:

(1) That I am Authorized Officer [please select one: 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.

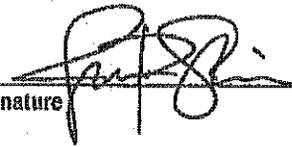
The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by the government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any contract contain a renewal clause, then at the 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 

\*REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

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

Daniel W. Simms  
Director

Division of  
Wage Determinations

Wage Determination No.: 2015-5693  
Revision No.: 12  
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Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2021. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://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		13.57
01012 - Accounting Clerk II		15.23
01013 - Accounting Clerk III		17.04
01020 - Administrative Assistant		21.43
01035 - Court Reporter		17.40
01041 - Customer Service Representative I		11.51
01042 - Customer Service Representative II		12.94
01043 - Customer Service Representative III		14.12
01051 - Data Entry Operator I		12.15
01052 - Data Entry Operator II		13.25
01060 - Dispatcher Motor Vehicle		15.01
01070 - Document Preparation Clerk		13.85
01090 - Duplicating Machine Operator		13.85
01111 - General Clerk I		10.35
01112 - General Clerk II		11.29
01113 - General Clerk III		12.60
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		21.70
01290 - Rental Clerk		11.10
01300 - Scheduler Maintenance		15.52
01311 - Secretary I		15.55
01312 - Secretary II		17.40
01313 - Secretary III		19.39
01320 - Service Order Dispatcher		14.00
01410 - Supply Technician		21.43
01420 - Survey Worker		10.79
01460 - Switchboard Operator/Receptionist		9.57
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		14.02
05010 - Automotive Electrician		13.92
05040 - Automotive Glass Installer		13.02
05070 - Automotive Worker		13.02
05110 - Mobile Equipment Servicer		11.16
05130 - Motor Equipment Metal Mechanic		14.02
05160 - Motor Equipment Metal Worker		13.02

4/19/2021

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09190 - Motor Vehicle Mechanic	14.82
09220 - Motor Vehicle Mechanic Helper	10.22
09250 - Motor Vehicle Upholstery Worker	12.11
09280 - Motor Vehicle Wrecker	13.03
09310 - Painter Automotive	13.92
09340 - Radiator Repair Specialist	13.02
09370 - Tire Repairer	12.34
09480 - Transmission Repair Specialist	14.82
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.47
07041 - Cook I	12.05
07042 - Cook II	14.05
07070 - Dishwasher	9.28
07130 - Food Service Worker	9.34
07210 - Meat Cutter	11.06
07260 - Waiter/Waitress	9.23
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.04
09040 - Furniture Handler	10.95
09080 - Furniture Refinisher	18.04
09090 - Furniture Refinisher Helper	13.77
09110 - Furniture Repairer Minor	15.70
09130 - Upholsterer	18.04
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	9.35
11060 - Elevator Operator	9.35
11090 - Gardener	13.00
11122 - Housekeeping Aide	9.44
11150 - Janitor	9.44
11210 - Laborer Grounds Maintenance	9.82
11240 - Maid or Houseman	9.26
11260 - Pruner	8.79
11270 - Tractor Operator	12.00
11330 - Trail Maintenance Worker	9.82
11360 - Window Cleaner	10.54
12000 - Health Occupations	
12010 - Ambulance Driver	17.77
12011 - Breath Alcohol Technician	17.77
12012 - Certified Occupational Therapist Assistant	24.38
12015 - Certified Physical Therapist Assistant	24.38
12020 - Dental Assistant	15.02
12025 - Dental Hygienist	32.84
12030 - EKG Technician	25.99
12035 - Electroneurodiagnostic Technologist	25.99
12040 - Emergency Medical Technician	17.77
12071 - Licensed Practical Nurse I	15.88
12072 - Licensed Practical Nurse II	17.77
12073 - Licensed Practical Nurse III	19.81
12100 - Medical Assistant	12.26
12130 - Medical Laboratory Technician	18.82
12160 - Medical Record Clerk	13.61
12190 - Medical Record Technician	17.77
12195 - Medical Transcriptionist	15.88
12210 - Nuclear Medicine Technologist	39.84
12221 - Nursing Assistant I	11.34
12222 - Nursing Assistant II	12.75
12223 - Nursing Assistant III	13.91
12224 - Nursing Assistant IV	15.61
12235 - Optical Dispenser	17.77
12236 - Optical Technician	15.88
12250 - Pharmacy Technician	15.49
12280 - Phlebotomist	15.33
12305 - Radiologic Technologist	23.03
12311 - Registered Nurse I	22.53
12312 - Registered Nurse II	27.56
12313 - Registered Nurse II Specialist	27.56
12314 - Registered Nurse III	33.34
12315 - Registered Nurse III Anesthetist	33.34
12316 - Registered Nurse IV	39.96
12317 - Scheduler (Drug and Alcohol Testing)	22.01
12320 - Substance Abuse Treatment Counselor	22.01
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.35
13012 - Exhibits Specialist II	25.20
13013 - Exhibits Specialist III	30.83
13041 - Illustrator I	20.35
13042 - Illustrator II	25.20
13043 - Illustrator III	30.83
13047 - Librarian	27.91
13050 - Library Aide/Clerk	16.20
13054 - Library Information Technology Systems Administrator	25.20
13058 - Library Technician	16.64
13061 - Media Specialist I	18.18
13062 - Media Specialist II	20.35
13063 - Media Specialist III	22.68
13071 - Photographer I	18.18

4/19/2021

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13072 - Photographer II	20.35
13073 - Photographer III	25.20
13074 - Photographer IV	30.83
13075 - Photographer V	37.30
13090 - Technical Order Library Clerk	20.35
13110 - Video Teleconference Technician	17.38
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	27.61
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	21.62
15110 - Test Proctor	14.27
15120 - Tutor	14.27
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	9.88
16030 - Counter Attendant	9.88
16040 - Dry Cleaner	11.30
16070 - Finisher Flatwork Machine	9.88
16090 - Presser Hand	9.88
16110 - Presser Machine Drycleaning	9.88
16130 - Presser Machine Shirts	9.88
16160 - Presser Machine Wearing Apparel Laundry	9.88
16190 - Sewing Machine Operator	11.94
16220 - Tailor	12.44
16250 - Washer Machine	10.36
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.04
19040 - Tool And Die Maker	22.67
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.96
21030 - Material Coordinator	21.78
21040 - Material Expediter	21.78
21050 - Material Handling Laborer	13.37
21071 - Order Filler	9.66
21080 - Production Line Worker (Food Processing)	13.96
21110 - Shipping Packer	15.92
21130 - Shipping/Receiving Clerk	15.92
21140 - Store Worker I	14.76
21150 - Stock Clerk	20.75
21210 - Tools And Parts Attendant	13.96
21410 - Warehouse Specialist	13.96
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	22.76
23019 - Aircraft Logs and Records Technician	17.70
23021 - Aircraft Mechanic I	21.67
23022 - Aircraft Mechanic II	22.76
23023 - Aircraft Mechanic III	23.91
23040 - Aircraft Mechanic Helper	15.87
23050 - Aircraft Painter	20.35
23060 - Aircraft Servicer	17.70
23070 - Aircraft Survival Flight Equipment Technician	20.35
23080 - Aircraft Worker	19.12
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	19.12
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	21.67
23110 - Appliance Mechanic	18.04
23120 - Bicycle Repairer	14.49
23125 - Cable Splicer	19.59
23130 - Carpenter Maintenance	16.07
23140 - Carpet Layer	16.86
23160 - Electrician Maintenance	18.05
23181 - Electronics Technician Maintenance I	16.86

23182	- Electronics Technician Maintenance II	18.84
23183	- Electronics Technician Maintenance III	19.55
23260	- Fabric Worker	13.78
23290	- Fire Alarm System Mechanic	15.43
23310	- Fire Extinguisher Repairer	14.49
23311	- Fuel Distribution System Mechanic	19.21
23312	- Fuel Distribution System Operator	14.49
23370	- General Maintenance Worker	11.96
23380	- Ground Support Equipment Mechanic	21.67
23381	- Ground Support Equipment Servicer	17.78
23382	- Ground Support Equipment Worker	19.12
23391	- Gunsmith I	14.49
23392	- Gunsmith II	18.86
23393	- Gunsmith III	19.21
23410	- Heating Ventilation And Air-Conditioning Mechanic	17.16
23411	- Heating Ventilation And Air Contidioning Mechanic (Research Facility)	18.25
23430	- Heavy Equipment Mechanic	18.35
23440	- Heavy Equipment Operator	17.12
23460	- Instrument Mechanic	19.21
23485	- Laboratory/Smelter Mechanic	18.84
23470	- Laborer	11.37
23510	- Locksmith	18.84
23530	- Machinery Maintenance Mechanic	23.13
23550	- Machinist Maintenance	19.21
23580	- Maintenance Trades Helper	18.67
23591	- Metrology Technician I	19.21
23592	- Metrology Technician II	20.42
23593	- Metrology Technician III	21.63
23640	- Millwright	19.21
23710	- Office Appliance Repairer	18.84
23760	- Painter Maintenance	13.95
23790	- Pipefitter Maintenance	18.39
23810	- Plumber Maintenance	17.27
23820	- Pneudraulic Systems Mechanic	19.21
23850	- Rigger	19.21
23870	- Scale Mechanic	16.86
23890	- Sheet-Metal Worker Maintenance	16.89
23910	- Small Engine Mechanic	16.86
23931	- Telecommunications Mechanic I	19.81
23932	- Telecommunications Mechanic II	19.91
23950	- Telephone Lineman	18.24
23960	- Welder Combination Maintenance	17.95
23965	- Well Driller	19.21
23970	- Woodcraft Worker	19.21
23980	- Woodworker	14.49
24000	- Personal Needs Occupations	
24550	- Case Manager	14.72
24570	- Child Care Attendant	18.89
24580	- Child Care Center Clerk	13.25
24610	- Chore Aide	11.62
24620	- Family Readness And Support Services Coordinator	14.72
24630	- Homemaker	16.12
25000	- Plant And System Operations Occupations	
25010	- Boiler Tender	19.21
25040	- Sewage Plant Operator	21.59
25070	- Stationary Engineer	19.21
25190	- Ventilation Equipment Tender	13.27
25210	- Water Treatment Plant Operator	21.59
27000	- Protective Service Occupations	
27004	- Alarm Monitor	18.98
27007	- Baggage Inspector	9.48
27008	- Corrections Officer	12.85
27010	- Court Security Officer	12.85
27030	- Detection Dog Handler	18.98
27040	- Detention Officer	12.85
27070	- Firefighter	12.85
27101	- Guard I	9.48
27102	- Guard II	10.98
27131	- Police Officer I	12.85
27132	- Police Officer II	13.48
28000	- Recreation Occupations	
28041	- Carnival Equipment Operator	12.79
28042	- Carnival Equipment Repairer	13.97
28043	- Carnival Worker	9.45
28210	- Gate Attendant/Gate Tender	13.18
28310	- Lifeguard	11.81
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/Longshoremen Occupational Services	
29010	- Blocker And Bracer	23.62
29020	- Hatch Tender	23.62

4/19/2021

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29030 - Line Handler	23.62
29041 - Stevedore I	21.98
29042 - Stevedore II	25.26
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	39.89
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	27.50
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	30.29
30021 - Archeological Technician I	17.49
30022 - Archeological Technician II	19.58
30023 - Archeological Technician III	24.21
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	23.08
30051 - Cryogenic Technician I	25.57
30052 - Cryogenic Technician II	28.24
30061 - Drafter/CAD Operator I	17.49
30062 - Drafter/CAD Operator II	19.56
30063 - Drafter/CAD Operator III	20.77
30064 - Drafter/CAD Operator IV	25.57
30081 - Engineering Technician I	14.84
30082 - Engineering Technician II	15.66
30083 - Engineering Technician III	18.64
30084 - Engineering Technician IV	23.08
30085 - Engineering Technician V	28.24
30086 - Engineering Technician VI	34.16
30090 - Environmental Technician	23.08
30095 - Evidence Control Specialist	23.08
30210 - Laboratory Technician	20.77
30221 - Latent Fingerprint Technician I	25.57
30222 - Latent Fingerprint Technician II	28.24
30240 - Mathematical Technician	23.34
30361 - Paralegal/Legal Assistant I	19.44
30362 - Paralegal/Legal Assistant II	23.94
30363 - Paralegal/Legal Assistant III	29.29
30364 - Paralegal/Legal Assistant IV	35.44
30375 - Petroleum Supply Specialist	28.24
30390 - Photo-Optics Technician	21.93
30395 - Radiation Control Technician	28.24
30461 - Technical Writer I	23.08
30462 - Technical Writer II	28.24
30463 - Technical Writer III	34.16
30491 - Unexploded Ordnance (UXO) Technician I	25.35
30492 - Unexploded Ordnance (UXO) Technician II	30.67
30493 - Unexploded Ordnance (UXO) Technician III	36.76
30494 - Unexploded (UXO) Safety Escort	25.35
30495 - Unexploded (UXO) Sweep Personnel	25.35
30501 - Weather Forecaster I	25.57
30502 - Weather Forecaster II	31.09
30620 - Weather Observer Combined Upper Air Or Surface Programs (see 2)	20.77
30621 - Weather Observer Senior (see 3)	23.08
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.67
31020 - Bus Aide	8.13
31030 - Bus Driver	9.69
31043 - Driver Courier	9.69
31200 - Parking and Lot Attendant	9.91
31290 - Shuttle Bus Driver	10.59
31330 - Taxi Driver	10.37
31361 - Truckdriver Light	10.59
31362 - Truckdriver Medium	11.61
31363 - Truckdriver Heavy	13.92
31364 - Truckdriver Tractor-Trailer	13.92
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.95
99030 - Cashier	9.48
99050 - Desk Clerk	9.70
99095 - Embalmer	25.35
99130 - Flight Follower	25.35
99251 - Laboratory Animal Caretaker I	22.67
99252 - Laboratory Animal Caretaker II	24.77
99260 - Marketing Analyst	21.54
99310 - Mortician	25.35
99410 - Pest Controller	14.61
99510 - Photofinishing Worker	13.32
99710 - Recycling Laborer	15.75
99711 - Recycling Specialist	21.66
99730 - Refuse Collector	14.91
99810 - Sales Clerk	9.66
99820 - School Crossing Guard	16.75
99830 - Survey Party Chief	22.02
99831 - Surveying Aide	12.52
99832 - Surveying Technician	16.27
99840 - Vending Machine Attendant	22.67
99841 - Vending Machine Repairer	28.88
99842 - Vending Machine Repairer Helper	22.67

Note: Executive Order (EO) 13786 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 36 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.54 per hour up to 40 hours per week or \$181.68 per week or \$786.93 per month

HEALTH & WELFARE EO 13786: \$4.22 per hour up to 40 hours per week or \$168.88 per week or \$731.47 per month\*

\*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13786 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 13786.

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

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

(1) The application of systems analysis techniques and procedures including consulting with users to determine hardware software or system functional specifications;

(2) The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and related to user or system design specifications;

(3) The design documentation testing creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS \* NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time 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 \$1.67 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.

4/19/2021

beta.SAM.gov | Search

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))."

**AFFIDAVIT RE CONTINGENT FEES**

CITY OF Tamuning )  
 ) SS.  
ISLAND OF GUAM )

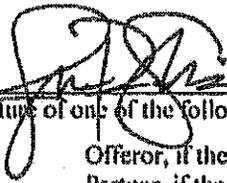
Joseph R. Shinohara [state name of affiant signing below], being first duly sworn, deposes and says that:

1. The name of the offering company or individual is [state name of company] Tele Guam Holdings, LLC dba GTA.

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

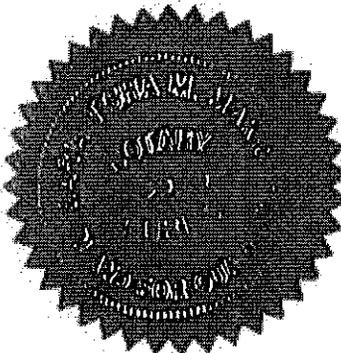
3. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a contract with the government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention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

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

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

Subscribed and sworn to before me  
this 10th day of May, 2021  
  
\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires 12/20, 23.

**MARIA TISHA M. MAKIO**  
NOTARY PUBLIC  
In and for Guam, U.S.A.  
My Commission Expires: DEC. 20, 2023  
624 North Marine Corps Dr., Tamuning, GU 96913





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**3. BID FORM**

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Trade Secret, Confidential & Proprietary GTA Information – for GDOE Bid No: IFB 028-2021  
Evaluation. Not to be distributed outside of GDOE



**G257**

**Section 6 - BID FORMS AND ATTACHMENTS**

Please see the following pages for the bid form(s) and other attachments referenced in this IFB.

***(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)***

**BID FORM**  
**GDCE #B 029-2021**  
**TELECOMMUNICATIONS SERVICE - DIGITAL TRANSMISSION SERVICES (DTS)**

Line Item No.	Services	Description	MONTHLY RECURRING CHARGES (MRC) / NON-RECURRING CHARGES (NRC)							TOTAL COST (Multiply Column G & H Columns I)	
			(A) MRC BASE MONTHLY RATE CHARGE	(B) MRC Total Surcharge Fees (such as SLC, USF, ESL1, etc.)	(C) MRC Per Unit (Add column A + column B)	(D) Number of Months	(E) MRC For 36 Months (Multiply Column C's Column D)	(F) MRC One-time Charge PER UNIT for INSTALLATION	(G) SUB-TOTAL MRC for 36 months plus MRC Per Unit (Add Column E + Column F)		(H) QUANTITY Total Number of Units
1	100M PRI	Integrated Services Optical Networking Primary Rate Interface (DS0 PRI) (12B+1D)	\$195.00	\$115.73	\$310.73	36	\$11,186.28	\$0.00	\$11,186.28	41	\$458,637.48
2	SP Trunk	Seismic Induction Protocol (SIP) Trunk	\$9.25	\$1.00	\$10.25	36	\$369.00	\$0.00	\$369.00	33	\$8,487.00
3	DID Number - 3559	3550 DID Numbers	\$98.00	\$0.00	\$98.00	36	\$3,528.00	\$0.00	\$3,528.00	1	\$3,528.00
									PRICE EVALUATION - (Add Line Item 2 + Line Item 3 + Line Item 4) TOTAL COST:	\$470,652.48	

\*The Price Evaluation will be based on the TOTAL COST. The Bidder shall comply with the information provided in the Bid Form to support the Total Cost. Any column left blank will be interpreted as No-Charge Applies. The Bidder shall check and cross check for mathematical accuracy. GDCE may accept, at its sole discretion, the quantity of the DTS and/or substitutions/change the digital transmission services to the public, schools and general offices for the duration of the award. The Bidder shall provide the total and/or separate regulatory document to support the change in quantities.

Services	PRICE LIST		
	MRC BASE MONTHLY RATE CHARGE	MRC Total Surcharge Fees (such as SLC, USF, ESL1, etc.)	MRC One-time Charge PER UNIT for INSTALLATION
Fractional PRI - 8	\$50.87	\$29.22	\$0.00
Fractional PRI - 12	\$84.78	\$33.21	\$0.00
Fractional PRI - 16	\$101.74	\$35.22	\$0.00
DID Number - 50	\$50.00	\$0.00	\$0.00

\* Fractional PRI and DID Number Blocks of 50 number is listed for pricing. Should GDCE require the need for services.

**BIDDER REPRESENTATION**

By signing below, I represent that I am an authorized representative and I certify that the information provided on this Bid Form is true and correct. And by submission of this bid the company is making an offer to provide the services and products described in GDCE #B 029-2021. I also confirm that the bid price shall remain firm and irrevocable for the term of the award.

**TeleGuam Holdings, LLC dba GTA**  
 Company Name

**Judy Rosario**  
 Title: President of Authorized Representative  
 Signature:   
 Signature: Authorized Representative

**Sales Director**  
 Title  
**5/26/2021**  
 Date

I HEREBY CERTIFY THAT I AM A SERVICE-DISEMBLED VETERAN OWNED BUSINESS UNDER 50 C.F.R. § 3022. IF ANY ALTERATIONS ARE DONE TO THIS BID COST FORM, GDCE WILL NOT ACCEPT THEM.



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#### 4. ADDENDA



JON J. P. FERNANDEZ  
Superintendent of Education

DEPARTMENT OF EDUCATION  
OFFICE OF SUPPLY MANAGEMENT

[www.gdoe.net](http://www.gdoe.net)  
501 Mariner Avenue  
B-Building, Suite 116  
Barrigada, Guam 96913  
Telephone: (671) 475-0438/Fax: (671) 472-5001  
Email: [procurement@gdoe.net](mailto:procurement@gdoe.net)



CARMEN T. CHARFAUROS  
Supply Management Administrator

AMENDMENT ACKNOWLEDGEMENT FORM

IFB 028-2021  
Telecommunication Service – Digital Transmission Services (DTS)  
AMENDMENT 1

May 3, 2021

Please review the attached document (All Notice/Amendments can be reviewed on our website). Please sign this acknowledgement page and only return this page, attention to KATHRINA O. BAYSON via fax (671) 472-5001 or via email to [kobayson@gdoe.net](mailto:kobayson@gdoe.net).

I, Kelsey Chargualaf, an authorized representative of the company named below, acknowledge receipt of AMENDMENT 1, for IFB 028-2021 Telecommunication Service – Digital Transmission Services (DTS). Number of pages: 3 (including this coversheet).

TeleGuam Holdings, LLC dba GTA

Company Name (Print)

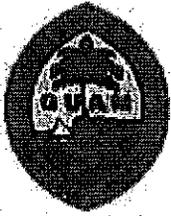
Kelsey Chargualaf

Print Name

  
Signature

5:35PM 5/10/2021

Time and Date



**DEPARTMENT OF EDUCATION  
OFFICE OF SUPPLY MANAGEMENT**

[www.gdoe.net](http://www.gdoe.net)  
501 Mariner Avenue  
8-Building, Suite 116  
Barrigada, Guam 96913  
Telephone: (671) 475-0438/Fax: (671) 472-5001  
Email: [procurement@gdoe.net](mailto:procurement@gdoe.net)



JON J. P. FERNANDEZ  
Superintendent of Education

CARMEN T. CHARFAUROS  
Supply Management Administrator

May 3, 2021

**AMENDMENT 1**

**Prospective Bidders:**

Please refer to our invitation for Bid No. 028-2021 Telecommunication Service – Digital Transmission Services (DTS), a copy of which was obtained by your company for consideration.

**Pre-Bid Conference**

GDOE is hereby scheduling a Pre-Bid Conference on:

Date: Thursday, May 6, 2021  
Time: 12:00 PM CHST  
Location: Via Video Conference (see below link)  
  
Link - <https://gdoe.zoom.us/j/93690794556>  
Meeting ID – 936 9079 4556  
Passcode – 1FB0282021

GDOE is hereby making the following changes to the IFB:

**Page 3, Section 1.1 – INVITATION FOR BID TIMELINE**

From:

<u>DATE</u>	<u>ACTIVITY</u>	<u>TIME</u>
Wednesday, May 05, 2021	Deadline for Submission of Written Questions	3:00 p.m. Chamorro Standard Time (ChST)
Wednesday, May 12, 2021	Deadline for GDOE Response to Written Questions	5:00 p.m. Chamorro Standard Time (ChST)
Thursday, May 20, 2021	Deadline for Submission	10:00 a.m. Chamorro Standard Time (ChST)
Thursday, May 20, 2021	Public Bid Opening (via video conference)	11:30 a.m. Chamorro Standard Time (ChST)

To:

<u>DATE</u>	<u>ACTIVITY</u>	<u>TIME</u>
Monday, May 10, 2021	Deadline for Submission of Written Questions	3:00 p.m. Chamorro Standard Time (ChST)
Monday, May 17, 2021	Deadline for GDOE Response to Written Questions	5:00 p.m. Chamorro Standard Time (ChST)
Thursday, May 27, 2021	Deadline for Submission	10:00 a.m. Chamorro Standard Time (ChST)
Thursday, May 27, 2021	Public Bid Opening (via video conference)	11:30 a.m. Chamorro Standard Time (ChST)

**Page 6, Section 3.1.4 – TIME AND DATE FOR RECEIPT OF BIDS**

From: Bids must be received by GDOE no later than:  
TIME: 10:00 a.m. Chamorro Standard Time (ChST)  
DATE: Thursday, May 20, 2021

Amendment No. 1

IFB 028-2021

Telecommunication Service – Digital Transmission Services (DTS)

Page 2 of 2

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To: Bids must be received by GDOE no later than:  
TIME: 10:00 a.m. Chamorro Standard Time (ChST)  
DATE: Thursday, May 27, 2021

**Para 7, Section 3.1.4 – TIME AND DATE FOR RECEIPT OF BIDS**  
**Curb-side Drop Off Schedule**

From: Due to the current COVID-19 pandemic, proper safety protocols must be adhered to. If the bid submission will be hand-delivered, delivery will be conducted via CURB-SIDE DROP OFF between Monday, May 17, 2021 through Wednesday, May 19, 2021, 9:00 a.m. to 3:00 p.m. and Thursday, May 20, 2021, 8:30 a.m. to 9:45 a.m. (15 minute intervals)

To: Due to the current COVID-19 pandemic, proper safety protocols must be adhered to. If the bid submission will be hand-delivered, delivery will be conducted via CURB-SIDE DROP OFF between Monday, May 24, 2021 through Wednesday, May 26, 2021, 9:00 a.m. to 3:00 p.m. and Thursday, May 27, 2021, 8:30 a.m. to 9:45 a.m. (15 minute intervals)

**Para 7, Section 3.1.5 – RECEIPT AND OPENING OF BIDS**

From: In order to adhere to social distancing requirements, bids shall be opened publicly via video conference on the time and date specified below:

TIME: 11:30 a.m. Chamorro Standard Time (CHST)  
DATE: Thursday, May 20, 2021

To: In order to adhere to social distancing requirements, bids shall be opened publicly via video conference on the time and date specified below:

TIME: 11:30 a.m. Chamorro Standard Time (CHST)  
DATE: Thursday, May 27, 2021

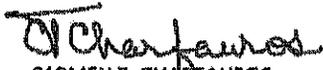
**Para 8, Section 3.1.14 – PRE-BID WRITTEN QUESTIONS**

From: Questions regarding this IFB must be received in writing by GDOE no later than:  
TIME: 3:00 p.m. Chamorro Standard Time (ChST)  
DATE: Wednesday, May 05, 2021

To: Questions regarding this IFB must be received in writing by GDOE no later than:  
TIME: 3:00 p.m. Chamorro Standard Time (ChST)  
DATE: Monday, May 10, 2021

All else remains the same.

Sincerely,

  
CARMEN T. CHARFAUROS  
Supply Management Administrator

**G263**



JON J. P. FERNANDEZ  
Superintendent of Education

DEPARTMENT OF EDUCATION  
OFFICE OF SUPPLY MANAGEMENT

[www.edoe.net](http://www.edoe.net)  
501 Mariner Avenue  
B-Building, Suite 116  
Barrigada, Guam 96913  
Telephone: (671) 475-0438/Fax: (671) 472-5001  
Email: [procurement@edoe.net](mailto:procurement@edoe.net)



CARMEN T. CHARFAUROS  
Supply Management Administrator

**AMENDMENT ACKNOWLEDGEMENT FORM**

IFB 028-2021  
Telecommunication Service – Digital Transmission Services (DTS)  
AMENDMENT 2

May 17, 2021

Please review the attached document (All Notice/Amendments can be reviewed on our website). Please sign this acknowledgement page and only return this page, attention to KATHRINA O. BAYSON via fax (671) 472-5001 or via email to [kobayson@edoe.net](mailto:kobayson@edoe.net).

I, Judy C. Rosario, an authorized representative of the company named below, acknowledge receipt of AMENDMENT 2, for IFB 028-2021 Telecommunication Service – Digital Transmission Services (DTS). Number of pages: 46 (including this coversheet).

TELEGUAM HOLDINGS, LLC DBA GTA

Company Name (Print)

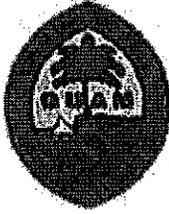
Judy C. Rosario

Print Name

Signature

17 May 2021 11:40am

Time and Date



JON J. P. FERNANDEZ  
Superintendent of Education

DEPARTMENT OF EDUCATION  
OFFICE OF SUPPLY MANAGEMENT

[www.edoe.net](http://www.edoe.net)  
501 Mariner Avenue  
B-Building, Suite 116  
Barrigada, Guam 96913  
Telephone: (671) 475-0438/Fax: (671) 472-5001  
Email: [procurement@edoe.net](mailto:procurement@edoe.net)



CARMEN T. CHARFAUROS  
Supply Management Administrator

May 17, 2021

**AMENDMENT 2**

**Prospective Bidders:**

Please refer to our invitation for Bid No. 028-2021 Telecommunication Service – Digital Transmission Services (DTS), a copy of which was obtained by your company for consideration.

Please see Amendment 2, Attachment A – Summary of Pre-Bid Conference conducted on May 6, 2021.

Please see below questions submitted by Prospective Bidders:

**GTA**

1. Please provide a copy of the most recent invoice for the current services.  
*GDOE Response: See Amendment 2, Attachment B for the most recent invoices for PRI/SIP/DID service.*

2. Please confirm the requirements for GDOE's Session Boarder Control (SBC).  
*GDOE Response: There are no requirements for SBC. GDOE requires secured functional SIP services.*

Would GDOE like the ISP to provide a SBC as an outright purchase?

*GDOE Response: No.*

Would GDOE like the ISP to provide the SBC as a managed service?

*GDOE Response: The Bidder shall provide functional SIP services for voice connectivity. Refer to IFB's Sub-Section 2.3.2.*

**Pacific Data Systems**

3. Was the pre-bid conference attendance mandatory?

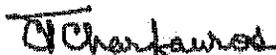
*GDOE Response: No.*

4. Reference 2.4.2, page 5, What is the required delivery date of the services for all locations?

*GDOE Response: The delivery of services shall commence on and no earlier than July 01, 2021.*

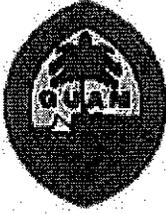
All else remains the same.

Sincerely,

  
CARMEN T. CHARFAUROS  
Supply Management Administrator

**Amendment No. 2**  
**IFB 028-2021 Telecommunication Service – Digital**  
**Transmission Services (DTS)**

**ATTACHMENT A**  
**Summary of Pre-Bid Conference**



JON J. P. FERNANDEZ  
Superintendent of Education

DEPARTMENT OF EDUCATION  
OFFICE OF SUPPLY MANAGEMENT

[www.gdoe.net](http://www.gdoe.net)  
501 Mariner Avenue  
B-Building, Suite 116  
Barrigada, Guam 96913  
Telephone: (671) 475-0438/Fax: (671) 472-5001  
Email: [procurement@gdoe.net](mailto:procurement@gdoe.net)



CARMEN T. CHARFAUROS  
Supply Management Administrator

IFB 028-2021 Telecommunication Service – Digital Transmission Services (DTS)  
Pre-Bid Conference  
Thursday, May 6, 2021, 12:00 PM CHST

SUMMARY

- I. Sign- In and Introduction
- II. House Rules
  - A. Pre-Bid Conference will be recorded and included in the Procurement File.
  - B. Prospective Bidders must sign in on the zoom chat and provide the following information: Company Name, Individual's Name, email address.
  - C. Please keep yourself on mute during the meeting. We will ask the group for questions periodically throughout the Pre-Bid Conference.
- III. Reminders
  - A. Questions During Pre-Bid Conference
    1. GDOE may provide verbal answers to verbal question from potential bidders during the pre-bid conference, however, verbal answers will not be considered as an official GDOE response.
    2. All questions must be submitted in writing in accordance to Amendment No. 1 of the IFB, Section 3.1.14 – PRE-BID WRITTEN QUESTIONS no later than Monday, May 10, 2021 at 3:00 PM.
    3. All written questions must be directed to Kathrina Bayson via email at [kbayson@gdoe.net](mailto:kbayson@gdoe.net), in accordance to the IFB, Section 3.1.1 – COMMUNICATION REGARDING THE IFB.
    4. GDOE will respond to questions no later than Monday, May 17, 2021 at 5:00 PM. Response to written questions will be provided via Amendment to all Prospective Bidders.
  - B. IFB Requirements
    1. Bidders must submit with their bid, the forms listed on the IFB, Section 5 – FORMS REQUIRED IN RESPONSE TO IFB.
    2. Bidders must also submit the Bid Form included with the IFB. See Section 3.1.6 – BID SUBMISSION FORM.
  - C. Deadline for Submission
    1. Deadline for Submission will be on Thursday, May 27, 2021 at 10:00 AM. Bids must be submitted before the deadline at the GDOE Supply Management Office (Refer to the IFB and Amendment No. 1, Section 3.1.4 – TIME AND DATE FOR RECEIPT OF BIDS for additional submission guidelines).
    2. Bid Opening will be held on the same day, Thursday, May 27, 2021 at 11:30 AM via Video Conference as specified on the IFB and Amendment No. 1, Section 3.1.5 – RECEIPT AND OPENING OF BIDS.
- IV. Project Description / Scope of Work
- V. Conclusion

**Amendment No. 2**  
**IFB 028-2021 Telecommunication Service – Digital**  
**Transmission Services (DTS)**

**ATTACHMENT B**

**Recent Invoice for Current Service**



185 Ilipog Drive, Ste. 204A  
 Tamuning, Guam 96931  
 Phone: 671-300-0200  
 Fax: 671-300-0265

# Invoice

Invoice #: 211898  
 Invoice Date: 04/01/2021  
 Terms: Due Upon Receipt

**Bill To:**  
 Department of Education  
 Government of Guam  
 500 Mariner Avenue  
 Barrigada, GU 96913-1608

**Ship To:**  
 Financial, Student, Administrative  
 Information Systems (PSAIS)  
 500 Mariner Avenue  
 Barrigada, GU 96913-1608  
 ATTENTION: Data Processing Manager  
 and/or E-Rate Contact Person

IFB 007-2016  
 Purchase Order: 20210012-00  
 Vendor: 10157  
 Vendor SPIN: 143026234  
 Vendor EIN: 96-0001523

<b>Services Rendered:</b>	
1. Direct Inward Dial (DID) Block of 3550 April 01-30, 2021 service period	\$254.69
<b>Total Amount Due to Pacific Data Systems</b>	<b>\$254.69</b>
<b>(BEAR)</b>	

I certify that the above bill is just and correct;  
 that payment therefor has not been received.

For Services Rendered in the Month of  
 April 01, 2021 through April 30, 2021

Pacific Data Systems

D. Cruz

by: \_\_\_\_\_



GUAM DEPARTMENT OF EDUCATION  
APRIL 2021

INVOICE#	LOCATION	AMT
211897 - 1	NOC (X3)	1,007.49
211897 - 2	ADACAO ES	605.82
211897 - 3	AGANA HEIGHTS ES	335.83
211897 - 4	AGUEDA JOHNSTON MS	335.83
211897 - 5	ASTUMBO ES	335.83
211897 - 6	ASTUMBO MS	335.83
211897 - 7	BP CARBULLIDO ES	335.83
211897 - 8	CL TAITANO ES	335.83
211897 - 9	CHIEF BRODIE ES	335.83
211897 - 10	DL PEREZ ES	335.83
211897 - 11	FB LEON GUERRERO MS	335.83
211897 - 12	FINEGAYAN ES	335.83
211897 - 13	GEORGE WASHINGTON HS	335.83
211897 - 14	INARAJAN ES	335.83
211897 - 15	J RIOS MS	335.83
211897 - 16	JFK HS	335.83
211897 - 17	JM GUERRERO ES	335.83
211897 - 18	JQ SAN MIGUEL ES	335.83
211897 - 19	LBI ES	335.83
211897 - 20	LIGUAN ES	335.83
211897 - 21	MA ULLOA ES	335.83
211897 - 22	MACHANANAO ES	335.83
211897 - 23	M SABLAN ES	335.83
211897 - 24	MERIZO ES	335.83
211897 - 25	MJ LUJAN ES	335.83
211897 - 26	OCEANVIEW MS	335.83
211897 - 27	OKKODO HS	335.83
211897 - 28	ORDOT CHALAN PAGO ES	335.83
211897 - 29	PC LUJAN ES	335.83
211897 - 30	PRICE ES	335.83
211897 - 31	SIMON SANCHEZ HS	335.83
211897 - 32	SOUTHERN HS	335.83
211897 - 33	TALDOPFO ES	335.83
211897 - 34	TAMUNING ES	335.83
211897 - 35	UNTALAN MS	335.83
211897 - 36	UPI ES	335.83
211897 - 37	VA BENAVENTE MS	335.83
211897 - 38	WETTENGEL ES	335.83

BEAR INVOICES \$ 13,703.19

STAMP.

RECEIVED BY:

For Services Rendered in the Month of  
April. 01, 2021 thru April 30, 2021

D. Cruz

PRINT NAME

SIGNATURE

DATE:



Pacific Data Systems

# Invoice

185 Ilpog Drive, Ste. 204A  
Tamuning, Guam 96931  
Phone: 671-300-0200  
Fax: 671-300-0265

Invoice #: 211897-1  
Invoice Date: 4/1/2021  
Terms: Net 30

**Bill To:**  
Department of Education  
Government of Guam  
500 Mariner Avenue  
Barrigada, GU 96913-1608

**Ship To:**  
Financial, Student, Administrative  
Information Systems (FSAIS)  
500 Mariner Avenue  
Barrigada, GU 96913-1608  
ATTENTION: Data Processing Manager  
and/or E-Rate Contact Person

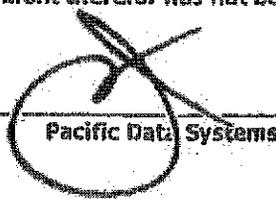
IFB 007-2016 Digital Transmission Services  
Purchase Order: 20210011-01  
Vendor: 10157  
Vendor SPIN: 143026234  
Vendor EIN: 96-0001523

<b>Services Rendered:</b>	
1. ISDN PRI Lines: NOC (X3) April 01-30, 2021 service period	\$648.00
<b>Surcharge Fees</b>	<b>\$ 359.49</b>
<b>Total Amount Due to Pacific Data Systems</b>	<b><u>\$1,007.49</u></b>

**(BEAR)**

I certify that the above bill is just and correct;  
that payment therefor has not been received.

by: \_\_\_\_\_

  
Pacific Data Systems



**Invoice**

185 Ilipog Drive, Ste. 204A  
Tamuning, Guam 96931  
Phone: 671-300-0200  
Fax: 671-300-0265

Invoice #: 211897-2  
Invoice Date: 4/1/2021  
Terms: Net 30

Bill To:  
Department of Education  
Government of Guam  
500 Mariner Avenue  
Barrigada, GU 96913-1608

Ship To:  
Financial, Student, Administrative  
Information Systems (FSAIS)  
500 Mariner Avenue  
Barrigada, GU 96913-1608  
ATTENTION: Data Processing Manager  
and/or E-Rate Contact Person

IFB 007-2016 Digital Transmission Services  
Purchase Order: 20210011-01  
Vendor: 10157  
Vendor SPIN: 143026234  
Vendor EIN: 96-0001523

Services Rendered:	
1. ISDN SIP Lines:	\$230.00
ADACAO ES	
April 01-30, 2021 service period	
<u>Surcharge Fees</u>	<u>\$ 375.82</u>
<b>Total Amount Due to Pacific Data Systems</b>	<b><u>\$ 605.82</u></b>

(BEAR)

I certify that the above bill is just and correct;  
that payment therefor has not been received.

by:   
Pacific Data Systems



*Invoice*

185 Ilipog Drive, Ste. 204A  
Tamuning, Guam 96931  
Phone: 671-300-0200  
Fax: 671-300-0265

Invoice #: 211897-3  
Invoice Date: 4/1/2021  
Terms: Net 30

**Bill To:**  
Department of Education  
Government of Guam  
500 Mariner Avenue  
Barrigada, GU 96913-1608

**Ship To:**  
Financial, Student, Administrative  
Information Systems (FSAIS)  
500 Mariner Avenue  
Barrigada, GU 96913-1608  
ATTENTION: Data Processing Manager  
and/or E-Rate Contact Person

IFB 007-2016 Digital Transmission Services  
Purchase Order: 20210011-01  
Vendor: 10157  
Vendor SPIN: 143026234  
Vendor EIN: 96-0001523

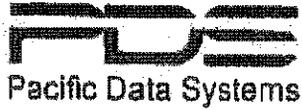
<b>Services Rendered:</b>	
1. ISDN PRI Lines:	\$216.00
AGANA HEIGHTS ES	
April 01-30, 2021 service period	
<u>Surcharge Fees</u>	<u>\$ 119.83</u>
<b>Total Amount Due to Pacific Data Systems</b>	<b><u>\$ 335.83</u></b>

(BEAR)

I certify that the above bill is just and correct;  
that payment therefor has not been received.

by: \_\_\_\_\_

  
Pacific Data Systems



*Invoice*

185 Ilpog Drive, Sta. 204A  
Tamuning, Guam 96931  
Phone: 671-300-0200  
Fax: 671-300-0265

Invoice #: 211897-4  
Invoice Date: 4/1/2021  
Terms: Net 30

Bill To:  
Department of Education  
Government of Guam  
500 Mariner Avenue  
Barrigada, GU 96913-1608

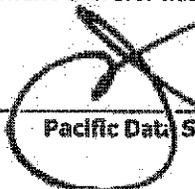
Ship To:  
Financial, Student, Administrative  
Information Systems (FSAIS)  
500 Mariner Avenue  
Barrigada, GU 96913-1608  
ATTENTION: Data Processing Manager  
and/or E-Rate Contact Person

IFB 007-2016 Digital Transmission Services  
Purchase Order: 20210011-01  
Vendor: 10157  
Vendor SPIN: 143026234  
Vendor EIN: 96-0001523

Services Rendered:	
1. ISDN PRI Lines: AGUEDA JOHNSTON MS April 01-30, 2021 service period	\$216.00
Surcharge Fees	\$ 119.83
<b>Total Amount Due to Pacific Data Systems</b>	<b>\$ 335.83</b>

(BEAR)

I certify that the above bill is just and correct;  
that payment therefor has not been received.

by:   
Pacific Data Systems



*Invoice*

185 Ilipog Drive, Ste. 204A  
Tamuning, Guam 96931  
Phone: 671-300-0200  
Fax: 671-300-0265

Invoice #: 211897-5  
Invoice Date: 4/1/2021  
Terms: Net 30

Bill To:  
Department of Education  
Government of Guam  
500 Mariner Avenue  
Barrigada, GU 96913-1608

Ship To:  
Financial, Student, Administrative  
Information Systems (FSAIS)  
500 Mariner Avenue  
Barrigada, GU 96913-1608  
ATTENTION: Data Processing Manager  
and/or E-Rate Contact Person

IFB 007-2016 Digital Transmission Services  
Purchase Order: 20210011-01  
Vendor: 10157  
Vendor SPIN: 143026234  
Vendor EIN: 96-0001523

Services Rendered:	
1. ISDN PRI Lines:	\$216.00
ASTUMBO ES	
April 01-30, 2021 service period	
Surcharge Fees	\$ 119.83
<b>Total Amount Due to Pacific Data Systems</b>	<b><u>\$ 335.83</u></b>
<b>(BEAR)</b>	

I certify that the above bill is just and correct;  
that payment therefor has not been received.

by:   
Pacific Data Systems



Pacific Data Systems

# Invoice

185 Ilipog Drive, Ste. 204A  
Tamuning, Guam 96931  
Phone: 671-300-0200  
Fax: 671-300-0265

Invoice #: 211897-6  
Invoice Date: 4/1/2021  
Terms: Net 30

**Bill To:**  
Department of Education  
Government of Guam  
500 Mariner Avenue  
Barrigada, GU 96913-1608

**Ship To:**  
Financial, Student, Administrative  
Information Systems (FSAIS)  
500 Mariner Avenue  
Barrigada, GU 96913-1608  
ATTENTION: Data Processing Manager  
and/or E-Rate Contact Person

IFB 007-2016 Digital Transmission Services  
Purchase Order: 20210011-01  
Vendor: 10157  
Vendor SPIN: 143026234  
Vendor EIN: 96-0001523

Services Rendered:	
1. ISDN PRI Lines:	\$216.00
ASTUMBO MS	
April 01-30, 2021 service period	
Surcharge Fees	\$ 119.83
<b>Total Amount Due to Pacific Data Systems</b>	<b><u>\$ 335.83</u></b>

(BEAR)

I certify that the above bill is just and correct;  
that payment therefor has not been received.

by: \_\_\_\_\_

  
Pacific Data Systems



*Invoice*

185 Ilipog Drive, Ste. 204A  
Tamuning, Guam 96931  
Phone: 671-300-0200  
Fax: 671-300-0265

Invoice #: 211897-7  
Invoice Date: 4/1/2021  
Terms: Net 30

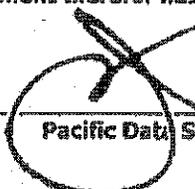
**Bill To:**  
Department of Education  
Government of Guam  
500 Mariner Avenue  
Barrigada, GU 96913-1608

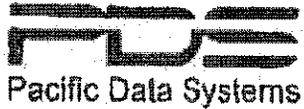
**Ship To:**  
Financial, Student, Administrative  
Information Systems (FSAIS)  
500 Mariner Avenue  
Barrigada, GU 96913-1608  
ATTENTION: Data Processing Manager  
and/or E-Rate Contact Person

IFB 007-2016 Digital Transmission Services  
Purchase Order: 20210011-01  
Vendor: 10157  
Vendor SPIN: 143026234  
Vendor EIN: 96-0001523

Services Rendered:	
1. ISDN PRI Lines:	\$216.00
BP CARBULLIDO ES	
April 01-30, 2021 service period	
Surcharge Fees	\$ 119.83
<b>Total Amount Due to Pacific Data Systems</b>	<b><u>\$ 335.83</u></b>
<b>(BEAR)</b>	

I certify that the above bill is just and correct;  
that payment therefor has not been received.

by:   
Pacific Data Systems



*Invoice*

185 Ilipog Drive, Ste. 204A  
Tamuning, Guam 96931  
Phone: 671-300 0200  
Fax: 671-300-0265

Invoice #: 211897-8  
Invoice Date: 4/1/2021  
Terms: Net 30

**Bill To:**  
Department of Education  
Government of Guam  
500 Mariner Avenue  
Barrigada, GU 96913-1608

**Ship To:**  
Financial, Student, Administrative  
Information Systems (FSAIS)  
500 Mariner Avenue  
Barrigada, GU 96913-1608  
ATTENTION: Data Processing Manager  
and/or E-Rate Contact Person

IFB 007-2016 Digital Transmission Services  
Purchase Order: 20210011-01  
Vendor: 10157  
Vendor SPIN: 143026234  
Vendor EIN: 96-0001523

<b>Services Rendered:</b>	
1. ISDN PRI Lines:	\$216.00
CL TAITANO ES	
April 01-30, 2021 service period	
<u>Surcharge Fees</u>	<u>\$ 119.83</u>
<b>Total Amount Due to Pacific Data Systems</b>	<b><u>\$ 335.83</u></b>
<b>(BEAR)</b>	

I certify that the above bill is just and correct;  
that payment therefor has not been received.

by:  \_\_\_\_\_  
Pacific Data Systems



**Invoice**

185 Ilipog Drive, Ste. 204A  
Tamuning, Guam 96931  
Phone: 671-300-0200  
Fax: 671-300-0265

Invoice #: 211897-2  
Invoice Date: 4/1/2021  
Terms: Net 30

**Bill To:**  
Department of Education  
Government of Guam  
500 Mariner Avenue  
Barrigada, GU 96913-1608

**Ship To:**  
Financial, Student, Administrative  
Information Systems (FSAIS)  
500 Mariner Avenue  
Barrigada, GU 96913-1608  
ATTENTION: Data Processing Manager  
and/or E-Rate Contact Person

IFB 007-2016 Digital Transmission Services  
Purchase Order: 20210011-01  
Vendor: 10157  
Vendor SPIN: 143026234  
Vendor EIN: 96-0001523

Services Rendered:	
1. ISDN PRI Lines:	\$216.00
CHIEF BRODIE ES	
April 01-30, 2021 service period	
Surcharge Fees	\$ 119.83
<b>Total Amount Due to Pacific Data Systems</b>	<b>\$ 335.83</b>
(BEAR)	

I certify that the above bill is just and correct;  
that payment therefor has not been received.

by:   
Pacific Data Systems



*Invoice*

185 Ilipog Drive, Ste. 204A  
Tamuning, Guam 96931  
Phone: 671-300-0200  
Fax: 671-300-0265

Invoice #: 211897-10  
Invoice Date: 4/1/2021  
Terms: Net 30

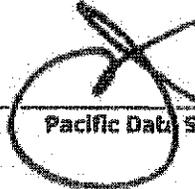
**Bill To:**  
Department of Education  
Government of Guam  
500 Mariner Avenue  
Barrigada, GU 96913-1608

**Ship To:**  
Financial, Student, Administrative  
Information Systems (FSAIS)  
500 Mariner Avenue  
Barrigada, GU 96913-1608  
ATTENTION: Data Processing Manager  
and/or E-Rate Contact Person

IFB 007-2016 Digital Transmission Services  
Purchase Order: 20210011-01  
Vendor: 10157  
Vendor SPIN: 143026234  
Vendor EIN: 96-0001523

Services Rendered:	
1. ISDN PRI Lines:	\$216.00
DL PEREZ ES	
April 01-30, 2021 service period	
Surcharge Fees	\$ 119.83
<b>Total Amount Due to Pacific Data Systems</b>	<b><u>\$ 335.83</u></b>
(BEAR)	

I certify that the above bill is just and correct;  
that payment therefor has not been received.

by:  \_\_\_\_\_  
Pacific Data Systems



*Invoice*

185 Ilipog Drive, Ste. 204A  
Tamuning, Guam 96931  
Phone: 671-300-0200  
Fax: 671-300-0265

Invoice #: 211897-11  
Invoice Date: 4/1/2021  
Terms: Net 30

**Bill To:**  
Department of Education  
Government of Guam  
500 Mariner Avenue  
Barrigada, GU 96913-1608

**Ship To:**  
Financial, Student, Administrative  
Information Systems (FSAIS)  
500 Mariner Avenue  
Barrigada, GU 96913-1608  
ATTENTION: Data Processing Manager  
and/or E-Rate Contact Person

IFB 007-2016 Digital Transmission Services  
Purchase Order: 20210011-01  
Vendor: 10157  
Vendor SPIN: 143026234  
Vendor EIN: 96-0001523

Services Rendered:	
1. ISDN PRI Lines:	\$216.00
FB LEON GUERRERO MS	
April 01-30, 2021 service period	
Surcharge Fees	\$ 119.83
<b>Total Amount Due to Pacific Data Systems</b>	<b><u>\$ 335.83</u></b>

(BEAR)

I certify that the above bill is just and correct;  
that payment therefor has not been received.

by: \_\_\_\_\_  
Pacific Data Systems



Pacific Data Systems

# Invoice

185 Tilpog Drive, Ste. 204A  
Tamuning, Guam 96931  
Phone: 671-300-0200  
Fax: 671-300-0265

Invoice #: 211887-12  
Invoice Date: 4/1/2021  
Terms: Net 30

**Bill To:**  
Department of Education  
Government of Guam  
500 Mariner Avenue  
Barrigada, GU 96913-1608

**Ship To:**  
Financial, Student, Administrative  
Information Systems (FSAIS)  
500 Mariner Avenue  
Barrigada, GU 96913-1608  
ATTENTION: Data Processing Manager  
and/or E-Rate Contact Person

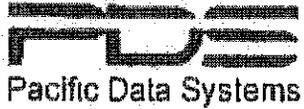
IFB 007-2016 Digital Transmission Services  
Purchase Order: 20210011-01  
Vendor: 10157  
Vendor SPIN: 143026234  
Vendor EIN: 96-0001523

Services Rendered:	
1. ISDN PRI Lines:	\$216.00
FINEGAYAN ES	
April 01-30, 2021 service period	
Surcharge Fees	\$ 119.83
<b>Total Amount Due to Pacific Data Systems</b>	<b>\$ 335.83</b>

(BEAR)

I certify that the above bill is just and correct;  
that payment therefor has not been received.

by:   
Pacific Data Systems



Pacific Data Systems

# Invoice

185 Ilipog Drive, Ste. 204A  
Tamuning, Guam 96931  
Phone: 671-300-0200  
Fax: 671-300-0265

Invoice #: 211897-13  
Invoice Date: 4/1/2021  
Terms: Net 30

**Bill To:**  
Department of Education  
Government of Guam  
500 Mariner Avenue  
Barrigada, GU 96913-1608

**Ship To:**  
Financial, Student, Administrative  
Information Systems (FSAIS)  
500 Mariner Avenue  
Barrigada, GU 96913-1608  
ATTENTION: Data Processing Manager  
and/or E-Rate Contact Person

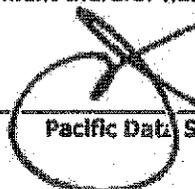
IFB 007-2016 Digital Transmission Services  
Purchase Order: 20210011-01  
Vendor: 10157  
Vendor SPIN: 143026234  
Vendor EIN: 96-0001523

Services Rendered:	
1. ISDN PRI Lines:	\$216.00
GEORGE WASHINGTON HS	
April 01-30, 2021 service period	
Surcharge Fees	\$ 119.83
<b>Total Amount Due to Pacific Data Systems</b>	<b>\$ 335.83</b>

(BEAR)

I certify that the above bill is just and correct;  
that payment therefor has not been received.

by: \_\_\_\_\_

  
Pacific Data Systems



Pacific Data Systems

# Invoice

185 Ilipog Drive, Ste. 204A  
Tamuning, Guam 96931  
Phone: 671-300 0200  
Fax: 671 300-0265

Invoice #: 211897-14  
Invoice Date: 4/1/2021  
Terms: Net 30

**Bill To:**  
Department of Education  
Government of Guam  
500 Mariner Avenue  
Barrigada, GU 96913-1608

**Ship To:**  
Financial, Student, Administrative  
Information Systems (FSAIS)  
500 Mariner Avenue  
Barrigada, GU 96913-1608  
ATTENTION: Data Processing Manager  
and/or E-Rate Contact Person

IFB 007-2016 Digital Transmission Services  
Purchase Order: 20210011-01  
Vendor: 10157  
Vendor SPIN: 143026234  
Vendor EIN: 96-0001523

Services Rendered:	
1. ISDN PRI Lines:	\$216.00
INARAJAN ES	
April 01-30, 2021 service period	
Surcharge Fees	\$ 119.83
<b>Total Amount Due to Pacific Data Systems</b>	<b><u>\$ 335.83</u></b>
(BEAR)	

I certify that the above bill is just and correct;  
that payment therefor has not been received.

by: \_\_\_\_\_

Pacific Data Systems



Pacific Data Systems

# Invoice

185 Ilipog Drive, Ste. 204A  
Tamuning, Guam 96931  
Phone: 671-300-0200  
Fax: 671-300-0265

Invoice #: 211697-15  
Invoice Date: 4/1/2021  
Terms: Net 30

**Bill To:**  
Department of Education  
Government of Guam  
500 Mariner Avenue  
Barrigada, GU 96913-1608

**Ship To:**  
Financial, Student, Administrative  
Information Systems (FSAIS)  
500 Mariner Avenue  
Barrigada, GU 96913-1608  
ATTENTION: Data Processing Manager  
and/or E-Rate Contact Person

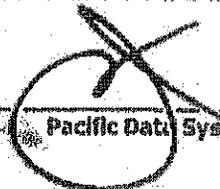
IFB 007-2016 Digital Transmission Services  
Purchase Order: 20210011-01  
Vendor: 10157  
Vendor SPIN: 143026234  
Vendor EIN: 96-0001523

Services Rendered:	
1. ISDN PRI Lines: J RIOS MS April 01-30, 2021 service period	\$216.00
<u>Surcharge Fees</u>	<u>\$ 119.83</u>
<b>Total Amount Due to Pacific Data Systems</b>	<b><u>\$ 335.83</u></b>

(BEAR)

I certify that the above bill is just and correct;  
that payment therefor has not been received.

by:

  
Pacific Data Systems



**Invoice**

185 Ilipog Drive, Ste. 204A  
Tamuning, Guam 96931  
Phone: 671-300-0200  
Fax: 671-300-0265

Invoice #: 211897-18  
Invoice Date: 4/1/2021  
Terms: Net 30

**Bill To:**  
Department of Education  
Government of Guam  
500 Mariner Avenue  
Barrigada, GU 96913-1608

**Ship To:**  
Financial, Student, Administrative  
Information Systems (FSAIS)  
500 Mariner Avenue  
Barrigada, GU 96913-1608  
ATTENTION: Data Processing Manager  
and/or E-Rate Contact Person

IFB 007-2016 Digital Transmission Services  
Purchase Order: 20210011-01  
Vendor: 10157  
Vendor SPIN: 143026234  
Vendor EIN: 96-0001523

Services Rendered:	
1. ISDN PRI Lines:	\$216.00
JFK HS	
April 01-30, 2021 service period	
Surcharge Fees	\$ 119.83
<b>Total Amount Due to Pacific Data Systems</b>	<b>\$ 335.83</b>

(BEAR)

I certify that the above bill is just and correct;  
that payment therefor has not been received.

by:   
Pacific Data Systems



**Invoice**

185 Ilipog Drive, Ste. 204A  
Tamuning, Guam 96931  
Phone: 671-300-0200  
Fax: 671-300-0265

Invoice #: 211897-17  
Invoice Date: 4/1/2021  
Terms: Net 30

**Bill To:**  
Department of Education  
Government of Guam  
500 Mariner Avenue  
Barrigada, GU 96913-1608

**Ship To:**  
Financial, Student, Administrative  
Information Systems (FSAIS)  
500 Mariner Avenue  
Barrigada, GU 96913-1608  
ATTENTION: Data Processing Manager  
and/or E-Rate Contact Person

IFB 007-2016 Digital Transmission Services  
Purchase Order: 20210011-01  
Vendor: 10157  
Vendor SPIN: 143026234  
Vendor EIN: 96-0001523

<b>Services Rendered:</b>	
1. ISDN PRI Lines:	\$216.00
JM GUERRERO ES	
April 01-30, 2021 service period	
<u>Surcharge Fees</u>	<u>\$ 119.83</u>
<b>Total Amount Due to Pacific Data Systems</b>	<b><u>\$ 335.83</u></b>
<b>(BEAR)</b>	

I certify that the above bill is just and correct;  
that payment therefor has not been received.

by:   
Pacific Data Systems



**Invoice**

185 Ilipog Drive, Ste. 204A  
Tamuning, Guam 96931  
Phone: 671-300-0200  
Fax: 671-300-0265

Invoice #: 211887-18  
Invoice Date: 4/1/2021  
Terms: Net 30

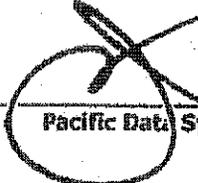
**Bill To:**  
Department of Education  
Government of Guam  
500 Mariner Avenue  
Barrigada, GU 96913-1608

**Ship To:**  
Financial, Student, Administrative  
Information Systems (FSAIS)  
500 Mariner Avenue  
Barrigada, GU 96913-1608  
ATTENTION: Data Processing Manager  
and/or E-Rate Contact Person

IFB 007-2016 Digital Transmission Services  
Purchase Order: 20210011-01  
Vendor: 10157  
Vendor SPIN: 143026234  
Vendor EIN: 96-0001523

<b>Services Rendered:</b>	
1. ISDN PRI Lines:	\$216.00
JQ SAN MIGUEL ES	
April 01-30, 2021 service period	
Surcharge Fees	\$ 119.83
<b>Total Amount Due to Pacific Data Systems</b>	<b><u>\$ 335.83</u></b>
<b>(BEAR)</b>	

I certify that the above bill is just and correct;  
that payment therefor has not been received.

by:  \_\_\_\_\_  
Pacific Data Systems



Pacific Data Systems

# Invoice

185 Ilipog Drive, Ste. 204A  
Tamuning, Guam 96931  
Phone: 671-300-0200  
Fax: 671-300-0265

Invoice #: 211897-19  
Invoice Date: 4/1/2021  
Terms: Net 30

**Bill To:**  
Department of Education  
Government of Guam  
500 Mariner Avenue  
Barrigada, GU 96913-1608

**Ship To:**  
Financial, Student, Administrative  
Information Systems (FSAIS)  
500 Mariner Avenue  
Barrigada, GU 96913-1608  
ATTENTION: Data Processing Manager  
and/or E-Rate Contact Person

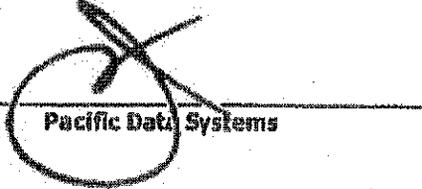
IFB 007-2016 Digital Transmission Services  
Purchase Order: 20210011-01  
Vendor: 10157  
Vendor SPIN: 143026234  
Vendor EIN: 96-0001523

Services Rendered:	
1. ISDN PRI Lines: LB7 ES April 01-30, 2021 service period	\$216.00
Surcharge Fees	<u>\$ 119.83</u>
<b>Total Amount Due to Pacific Data Systems</b>	<b><u>\$ 335.83</u></b>

(BEAR)

I certify that the above bill is just and correct;  
that payment therefor has not been received.

by: \_\_\_\_\_

  
Pacific Data Systems



Pacific Data Systems

# Invoice

185 Ilipog Drive, Ste. 204A  
Tamuning, Guam 96931  
Phone: 671-300-0200  
Fax: 671-300-0265

Invoice #: 211897-20  
Invoice Date: 4/1/2021  
Terms: Net 30

**Bill To:**

Department of Education  
Government of Guam  
500 Mariner Avenue  
Barrigada, GU 96913-1608

**Ship To:**

Financial, Student, Administrative  
Information Systems (FSAIS)  
500 Mariner Avenue  
Barrigada, GU 96913-1608  
ATTENTION: Data Processing Manager  
and/or E-Rate Contact Person

IFB 007-2016 Digital Transmission Services  
Purchase Order: 20210011-01  
Vendor: 10157  
Vendor SPIN: 143026234  
Vendor EIN: 96-0001523

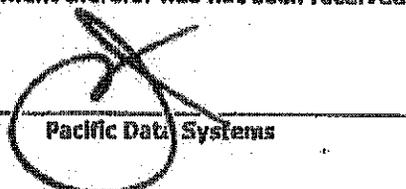
**Services Rendered:**

1. ISDN PRI Lines:	\$216.00
LIGUAN ES	
April 01-30, 2021 service period	
Surcharge Fees	\$ 119.83
<b>Total Amount Due to Pacific Data Systems</b>	<b>\$ 335.83</b>

(BEAR)

I certify that the above bill is just and correct;  
that payment therefor has not been received.

by: \_\_\_\_\_

  
Pacific Data Systems



**Invoice**

185 Ilpog Drive, Ste. 204A  
Tamuning, Guam 96931  
Phone: 671-300-0200  
Fax: 671-300-0265

Invoice #: 211897-21  
Invoice Date: 4/1/2021  
Terms: Net 30

**Bill To:**  
Department of Education  
Government of Guam  
500 Mariner Avenue  
Barrigada, GU 96913-1608

**Ship To:**  
Financial, Student, Administrative  
Information Systems (FSAIS)  
500 Mariner Avenue  
Barrigada, GU 96913-1608  
ATTENTION: Data Processing Manager  
and/or E Rate Contact Person

IFB 007-2016 Digital Transmission Services  
Purchase Order: 20210011-01  
Vendor: 10157  
Vendor SPIN: 143026234  
Vendor EIN: 96-0001523

<b>Services Rendered:</b>	
1. ISDN PRI Lines:	\$216.00
MA ULLOA ES	
April 01-30, 2021 service period	
<u>Surcharge Fees</u>	<u>\$ 119.83</u>
<b>Total Amount Due to Pacific Data Systems</b>	<b><u>\$ 335.83</u></b>

**(BEAR)**

I certify that the above bill is just and correct;  
that payment therefor has not been received.

by:   
Pacific Data Systems



**Invoice**

185 Ilipog Drive, Ste. 204A  
Tamuning, Guam 96931  
Phone: 671-300-0200  
Fax: 671-300-0265

Invoice #: 211897-22  
Invoice Date: 4/1/2021  
Terms: Net 30

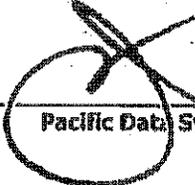
**Bill To:**  
Department of Education  
Government of Guam  
500 Mariner Avenue  
Barrigada, GU 96913-1608

**Ship To:**  
Financial, Student, Administrative  
Information Systems (FSAIS)  
500 Mariner Avenue  
Barrigada, GU 96913-1608  
ATTENTION: Data Processing Manager  
and/or E-Rate Contact Person

IFB 007-2016 Digital Transmission Services  
Purchase Order: 20210011-01  
Vendor: 10157  
Vendor SPIN: 143026234  
Vendor EIN: 96-0001523

<b>Services Rendered:</b>	
1. ISDN PRI Lines:	\$216.00
MACHANANAO ES	
April 01-30, 2021 service period	
Surcharge Fees	<u>\$ 119.83</u>
<b>Total Amount Due to Pacific Data Systems</b>	<b><u>\$ 335.83</u></b>
<b>(BEAR)</b>	

I certify that the above bill is just and correct;  
that payment therefor has not been received.

by:  \_\_\_\_\_  
Pacific Data Systems



**Invoice**

185 Ilipog Drive, Ste. 204A  
Tamuning, Guam 96931  
Phone: 671-300-0200  
Fax: 671-300-8265

Invoice #: 211897-23  
Invoice Date: 4/1/2021  
Terms: Net 30

**Bill To:**  
Department of Education  
Government of Guam  
500 Mariner Avenue  
Barrigada, GU 96913-1608

**Ship To:**  
Financial, Student, Administrative  
Information Systems (FSAIS)  
500 Mariner Avenue  
Barrigada, GU 96913-1608  
ATTENTION: Data Processing Manager  
and/or E-Rate Contact Person

IFB 007-2016 Digital Transmission Services  
Purchase Order: 20210011-01  
Vendor: 10157  
Vendor SPIN: 143026234  
Vendor EIN: 96-0001523

<b>Services Rendered:</b>	
1. ISDN PRI Lines:	\$216.00
MARCIAL SABLAN ES	
April 01-30, 2021 service period	
<u>Surcharge Fees</u>	<u>\$ 119.83</u>
<b>Total Amount Due to Pacific Data Systems</b>	<b><u>\$ 335.83</u></b>

(BEAR)

I certify that the above bill is just and correct;  
that payment therefor has not been received.

by:   
Pacific Data Systems



Pacific Data Systems

# Invoice

185 Illpog Drive, Ste. 204A  
Tamuning, Guam 96931  
Phone: 671-300-0200  
Fax: 671-300-0265

Invoice #: 211897-24  
Invoice Date: 4/1/2021  
Terms: Net 30

**Bill To:**  
Department of Education  
Government of Guam  
500 Mariner Avenue  
Barrigada, GU 96913-1608

**Ship To:**  
Financial, Student, Administrative  
Information Systems (FSAIS)  
500 Mariner Avenue  
Barrigada, GU 96913-1608  
ATTENTION: Data Processing Manager  
and/or E-Rate Contact Person

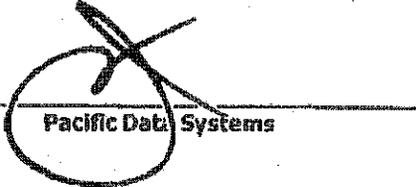
IFB 007-2016 Digital Transmission Services  
Purchase Order: 20210011-01  
Vendor: 10157  
Vendor SPIN: 143026234  
Vendor EIN: 96-0001523

Services Rendered:	
1. ISDN PRI Lines:	\$216.00
MERIZO ES	
April 01-30, 2021 service period	
Surcharge Fees	\$ 119.83
<b>Total Amount Due to Pacific Data Systems</b>	<b>\$ 335.83</b>

(BEAR)

I certify that the above bill is just and correct;  
that payment therefor has not been received.

by: \_\_\_\_\_

  
Pacific Data Systems



**Invoice**

185 Ilipog Drive, Ste. 204A  
Tamuning, Guam 96931  
Phone: 671-300-0200  
Fax: 671-300-0265

**Invoice #:** 211897-25  
**Invoice Date:** 4/1/2021  
**Terms:** Net 30

**Bill To:**  
Department of Education  
Government of Guam  
500 Mariner Avenue  
Barrigada, GU 96913-1608

**Ship To:**  
Financial, Student, Administrative  
Information Systems (FSAIS)  
500 Mariner Avenue  
Barrigada, GU 96913-1608  
ATTENTION: Data Processing Manager  
and/or E-Rate Contact Person

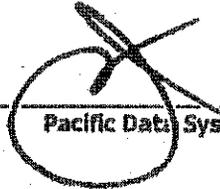
IFB 007-2016 Digital Transmission Services  
Purchase Order: 20210011-01  
Vendor: 10157  
Vendor SPIN: 143026234  
Vendor EIN: 96-0001523

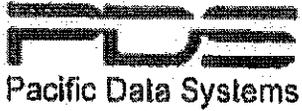
<b>Services Rendered:</b>	
1. ISDN PRI Lines:	\$216.00
MU LUJAN ES	
April 01-30, 2021 service period	
<u>Surcharge Fees</u>	<u>\$ 119.83</u>
<b>Total Amount Due to Pacific Data Systems</b>	<b><u>\$ 335.83</u></b>

**(BEAR)**

I certify that the above bill is just and correct;  
that payment therefor has not been received.

by: \_\_\_\_\_

  
Pacific Data Systems



**Invoice**

185 Ilipog Drive, Ste. 204A  
Tamuning, Guam 96931  
Phone: 671-300-0200  
Fax: 671-300-0265

Invoice #: 211897-26  
Invoice Date: 4/1/2021  
Terms: Net 30

**Bill To:**  
Department of Education  
Government of Guam  
500 Mariner Avenue  
Barrigada, GU 96913-1608

**Ship To:**  
Financial, Student, Administrative  
Information Systems (FSAIS)  
500 Mariner Avenue  
Barrigada, GU 96913-1608  
ATTENTION: Data Processing Manager  
and/or E-Rate Contact Person

IFB 007-2016 Digital Transmission Services  
Purchase Order: 20210011-01  
Vendor: 10157  
Vendor SPIN: 143026234  
Vendor EIN: 96-0001523

<b>Services Rendered:</b>	
1. ISDN PRI Lines: OCEANVIEW MS April 01-30, 2021 service period	\$216.00
<u>Surcharge Fees</u>	<u>\$ 119.83</u>
<b>Total Amount Due to Pacific Data Systems</b>	<b><u>\$ 335.83</u></b>
<b>(BEAR)</b>	

I certify that the above bill is just and correct;  
that payment therefor has not been received.

by: \_\_\_\_\_  
Pacific Data Systems





**Invoice**

185 Ilpog Drive, Ste. 204A  
Tamuning, Guam 96931  
Phone: 671-300-0200  
Fax: 671-300-0265

Invoice #: 211897-27  
Invoice Date: 4/1/2021  
Terms: Net 30

**Bill To:**  
Department of Education  
Government of Guam  
500 Mariner Avenue  
Barrigada, GU 96913-1608

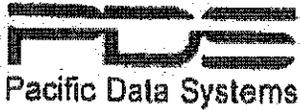
**Ship To:**  
Financial, Student, Administrative  
Information Systems (FSAIS)  
500 Mariner Avenue  
Barrigada, GU 96913-1608  
ATTENTION: Data Processing Manager  
and/or E-Rate Contact Person

IFB 007-2016 Digital Transmission Services  
Purchase Order: 20210011-01  
Vendor: 10157  
Vendor SPIN: 143026234  
Vendor EIN: 96-0001523

<b>Services Rendered:</b>	
1. ISDN PRI Lines:	\$216.00
OKKODU HS	
April 01-30, 2021 service period	
<u>Surcharge Fees</u>	<u>\$ 119.83</u>
<b>Total Amount Due to Pacific Data Systems</b>	<b><u>\$ 335.83</u></b>
<b>(BEAR)</b>	

I certify that the above bill is just and correct;  
that payment therefor has not been received.

by: \_\_\_\_\_  
  
Pacific Data Systems



Pacific Data Systems

# Invoice

185 Ilipog Drive, Ste. 204A  
Tamuning, Guam 96931  
Phone: 671-300-0200  
Fax: 671-300-0265

Invoice #: 211897-28  
Invoice Date: 4/1/2021  
Terms: Net 30

**Bill To:**  
Department of Education  
Government of Guam  
500 Mariner Avenue  
Barrigada, GU 96913-1608

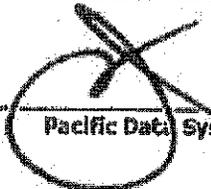
**Ship To:**  
Financial, Student, Administrative  
Information Systems (FSAIS)  
500 Mariner Avenue  
Barrigada, GU 96913-1608  
ATTENTION: Data Processing Manager  
and/or E-Rate Contact Person

IFB 007-2016 Digital Transmission Services  
Purchase Order: 20210011-01  
Vendor: 10157  
Vendor SPIN: 143026234  
Vendor EIN: 96-0001523

Services Rendered:	
1. ISDN PRI Lines:	\$216.00
ORDOT CHALAN PAGO ES	
April 01-30, 2021 service period	
<u>Surcharge Fees</u>	<u>\$ 119.83</u>
<b>Total Amount Due to Pacific Data Systems</b>	<b><u>\$ 335.83</u></b>

(BEAR)

I certify that the above bill is just and correct;  
that payment therefor has not been received.

by:   
Pacific Data Systems



Pacific Data Systems

# Invoice

185 Ilpog Drive, Ste. 204A  
Tamuning, Guam 96931  
Phone: 671-300-0200  
Fax: 671-300-0265

Invoice #: 211897-29  
Invoice Date: 4/1/2021  
Terms: Net 30

**Bill To:**  
Department of Education  
Government of Guam  
500 Mariner Avenue  
Barrigada, GU 96913-1608

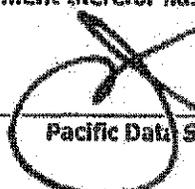
**Ship To:**  
Financial, Student, Administrative  
Information Systems (FSAIS)  
500 Mariner Avenue  
Barrigada, GU 96913-1608  
ATTENTION: Data Processing Manager  
and/or E-Rate Contact Person

IFB 007-2016 Digital Transmission Services  
Purchase Order: 20210011-01  
Vendor: 10157  
Vendor SPIN: 143026234  
Vendor EIN: 96-0001523

Services Rendered:	
1. ISDN PRI Lines:	\$216.00
PC LUJAN ES	
April 01-30, 2021 service period	
<u>Surcharge Fees</u>	<u>\$ 119.83</u>
<b>Total Amount Due to Pacific Data Systems</b>	<b><u>\$ 335.83</u></b>
(BEAR)	

I certify that the above bill is just and correct;  
that payment therefor has not been received.

by: \_\_\_\_\_

  
Pacific Data Systems



# Invoice

185 Ilipog Drive, Ste. 204A  
Tamuning, Guam 96931  
Phone: 671-300-0200  
Fax: 671-300-0265

Invoice #: 211897-30  
Invoice Date: 4/1/2021  
Terms: Net 30

**Bill To:**  
Department of Education  
Government of Guam  
500 Mariner Avenue  
Barrigada, GU 96913-1608

**Ship To:**  
Financial, Student, Administrative  
Information Systems (FSAIS)  
500 Mariner Avenue  
Barrigada, GU 96913-1608  
ATTENTION: Data Processing Manager  
and/or E-Rate Contact Person

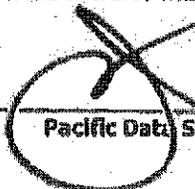
IFB 007-2016 Digital Transmission Services  
Purchase Order: 20210011-01  
Vendor: 10157  
Vendor SPIN: 143026234  
Vendor EIN: 96-0001523

Services Rendered:	
1. ISDN PRI Lines:	\$216.00
PRICE ES	
April 01-30, 2021 service period	
<u>Surcharge Fees</u>	<u>\$ 119.83</u>
<b>Total Amount Due to Pacific Data Systems</b>	<b><u>\$ 335.83</u></b>

(BEAR)

I certify that the above bill is just and correct;  
that payment therefor has not been received.

by: \_\_\_\_\_

  
Pacific Data Systems



**Invoice**

185 Ilipog Drive, Ste. 204A  
Tamuning, Guam 96931  
Phone: 671-300-0200  
Fax: 671-300-0265

Invoice #: 211897-31  
Invoice Date: 4/1/2021  
Terms: Net 30

**Bill To:**  
Department of Education  
Government of Guam  
500 Mariner Avenue  
Barrigada, GU 96913-1608

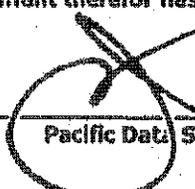
**Ship To:**  
Financial, Student, Administrative  
Information Systems (FSAIS)  
500 Mariner Avenue  
Barrigada, GU 96913-1608  
ATTENTION: Data Processing Manager  
and/or E-Rate Contact Person

IFB 007-2016 Digital Transmission Services  
Purchase Order: 20210011-01  
Vendor: 10157  
Vendor SPIN: 143026234  
Vendor EIN: 96-0001523

<b>Services Rendered:</b>	
1. ISDN PRI Lines:	\$216.00
SIMON SANCHEZ HS	
April 01-30, 2021 service period	
<u>Surcharge Fees</u>	<u>\$ 119.83</u>
<b>Total Amount Due to Pacific Data Systems</b>	<b><u>\$ 335.83</u></b>
<b>(BEAR)</b>	

I certify that the above bill is just and correct;  
that payment therefor has not been received.

by: \_\_\_\_\_

  
Pacific Data Systems



**Invoice**

185 Ilipog Drive, Ste. 204A  
Tamuning, Guam 96931  
Phone: 671-300-0200  
Fax: 671-300-0265

Invoice #: 211897-32  
Invoice Date: 4/1/2021  
Terms: Net 30

**Bill To:**  
Department of Education  
Government of Guam  
500 Mariner Avenue  
Barrigada, GU 96913-1608

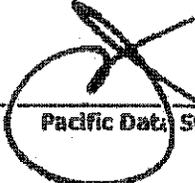
**Ship To:**  
Financial, Student, Administrative  
Information Systems (FSAIS)  
500 Mariner Avenue  
Barrigada, GU 96913-1608  
ATTENTION: Data Processing Manager  
and/or E-Rate Contact Person

IFB 007-2016 Digital Transmission Services  
Purchase Order: 20210011-01  
Vendor: 10157  
Vendor SPIN: 143026234  
Vendor EIN: 96-0001523

Services Rendered:	
1. ISDN PRI Lines: SOUTHERN HS April 01-30, 2021 service period	\$216.00
Surcharge Fees	\$ 119.83
<b>Total Amount Due to Pacific Data Systems</b>	<b><u>\$ 335.83</u></b>

(BEAR)

I certify that the above bill is just and correct;  
that payment therefor has not been received.

by: \_\_\_\_\_  
  
Pacific Data Systems



**Invoice**

185 Ilipog Drive, Ste. 204A  
Tamuning, Guam 96931  
Phone: 671-300-0200  
Fax: 671-300-0269

Invoice #: 211897-33  
Invoice Date: 4/1/2021  
Terms: Net 30

**Bill To:**  
Department of Education  
Government of Guam  
500 Mariner Avenue  
Barrigada, GU 96913-1608

**Ship To:**  
Financial, Student, Administrative  
Information Systems (FSAIS)  
500 Mariner Avenue  
Barrigada, GU 96913-1608  
ATTENTION: Data Processing Manager  
and/or E-Rate Contact Person

IFB 007-2016 Digital Transmission Services  
Purchase Order: 20210011-01  
Vendor: 10157  
Vendor SPIN: 143026234  
Vendor EIN: 96-0001523

<b>Services Rendered:</b>	
1. ISDN PRI Lines: TALOFOFO ES April 01-30, 2021 service period	\$216.00
<u>Surcharge Fees</u>	<u>\$ 119.83</u>
<b>Total Amount Due to Pacific Data Systems</b>	<b><u>\$ 335.83</u></b>
<b>(BEAR)</b>	

I certify that the above bill is just and correct;  
that payment therefor has not been received.

by: \_\_\_\_\_

  
Pacific Data Systems



Pacific Data Systems

# Invoice

185 Ilipog Drive, Ste. 204A  
Tamuning, Guam 96931  
Phone: 671-300-0200  
Fax: 671-300-0265

Invoice #: 211897-34  
Invoice Date: 4/1/2021  
Terms: Net 30

**Bill To:**  
Department of Education  
Government of Guam  
500 Mariner Avenue  
Barrigada, GU 96913-1608

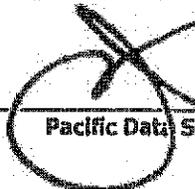
**Ship To:**  
Financial, Student, Administrative  
Information Systems (FSAIS)  
500 Mariner Avenue  
Barrigada, GU 96913-1608  
ATTENTION: Data Processing Manager  
and/or E-Rate Contact Person

IFB 007-2016 Digital Transmission Services  
Purchase Order: 20210011-01  
Vendor: 10157  
Vendor SPIN: 143026234  
Vendor EIN: 96-0001523

Services Rendered:	
1. ISDN PRI Lines:	\$216.00
TAMUNING ES	
April 01-30, 2021 service period	
<u>Surcharge Fees</u>	<u>\$ 119.83</u>
<b>Total Amount Due to Pacific Data Systems</b>	<b><u>\$ 335.83</u></b>

(BEAR)

I certify that the above bill is just and correct;  
that payment therefor has not been received.

by:   
Pacific Data Systems



**Invoice**

185 Ilpog Drive, Ste. 204A  
Tamuning, Guam 96931  
Phone: 671-300-0200  
Fax: 671-300-0265

Invoice #: 211897-35  
Invoice Date: 4/1/2021  
Terms: Net 30

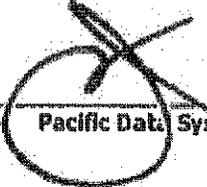
**Bill To:**  
Department of Education  
Government of Guam  
500 Mariner Avenue  
Barrigada, GU 96913-1608

**Ship To:**  
Financial, Student, Administrative  
Information Systems (FSAIS)  
500 Mariner Avenue  
Barrigada, GU 96913-1608  
ATTENTION: Data Processing Manager  
and/or E-Rate Contact Person

IFB 007-2016 Digital Transmission Services  
Purchase Order: 20210011-01  
Vendor: 10157  
Vendor SPIN: 143026234  
Vendor EIN: 96-0001523

<b>Services Rendered:</b>	
1. ISDN PRI Lines:	\$216.00
UNTALAN MS	
April 01-30, 2021 service period	
<u>Surcharge Fees</u>	<u>\$ 119.83</u>
<b>Total Amount Due to Pacific Data Systems</b>	<b><u>\$ 335.83</u></b>
<b>(BEAR)</b>	

I certify that the above bill is just and correct;  
that payment therefor has not been received.

by:  \_\_\_\_\_  
Pacific Data Systems



**Invoice**

185 Iipog Drive, Ste. 204A  
Tamuning, Guam 96931  
Phone: 671-300-0200  
Fax: 671-300-0265

Invoice #: 211897-36  
Invoice Date: 4/1/2021  
Terms: Net 30

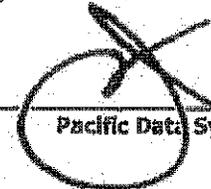
**Bill To:**  
Department of Education  
Government of Guam  
500 Mariner Avenue  
Barrigada, GU 96913-1608

**Ship To:**  
Financial, Student, Administrative  
Information Systems (FSAIS)  
500 Mariner Avenue  
Barrigada, GU 96913-1608  
ATTENTION: Data Processing Manager  
and/or E-Rate Contact Person

IFB 007-2016 Digital Transmission Services  
Purchase Order: 20210011-01  
Vendor: 10157  
Vendor SPIN: 143026234  
Vendor EIN: 96-0001523

<b>Services Rendered:</b>	
1. ISDN PRI Lines: LPI ES April 01-30, 2021 service period	\$216.00
<u>Surcharge Fees</u>	<u>\$ 119.83</u>
<b>Total Amount Due to Pacific Data Systems</b>	<b><u>\$ 335.83</u></b>
<b>(BEAR)</b>	

I certify that the above bill is just and correct;  
that payment therefor has not been received.

by:  \_\_\_\_\_  
Pacific Data Systems



Pacific Data Systems

# Invoice

185 Ilipog Drive, Ste. 204A  
Tamuning, Guam 96931  
Phone: 671-300-0200  
Fax: 671-300-0265

Invoice #: 211897-37  
Invoice Date: 4/1/2021  
Terms: Net 30

**Bill To:**  
Department of Education  
Government of Guam  
500 Mariner Avenue  
Barrigada, GU 96913-1608

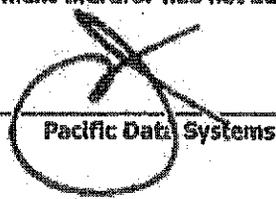
**Ship To:**  
Financial, Student, Administrative  
Information Systems (FSAIS)  
500 Mariner Avenue  
Barrigada, GU 96913-1608  
ATTENTION: Data Processing Manager  
and/or E-Rate Contact Person

IFB 007-2016 Digital Transmission Services  
Purchase Order: 20210011-01  
Vendor: 10157  
Vendor SPIN: 143026234  
Vendor EIN: 96-0001523

Services Rendered:	
1. ISDN PRI Lines:	\$216.00
VA BENAVENTE MS	
April 01-30, 2021 service period	
Surcharge Fees	\$ 119.83
<b>Total Amount Due to Pacific Data Systems</b>	<b><u>\$ 335.83</u></b>
<b>(BEAR)</b>	

I certify that the above bill is just and correct;  
that payment therefor has not been received.

by: \_\_\_\_\_

  
Pacific Data Systems



*Invoice*

185 Ilpog Drive, Ste. 204A  
Tamuning, Guam 96931  
Phone: 671-300-0200  
Fax: 671-300-0265

Invoice #: 211897-38  
Invoice Date: 4/1/2021  
Terms: Net 30

**Bill To:**  
Department of Education  
Government of Guam  
500 Mariner Avenue  
Barrigada, GU 96913-1608

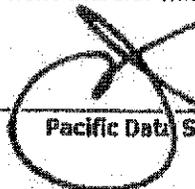
**Ship To:**  
Financial, Student, Administrative  
Information Systems (FSAIS)  
500 Mariner Avenue  
Barrigada, GU 96913-1608  
ATTENTION: Data Processing Manager  
and/or E-Rate Contact Person

IFB 007-2016 Digital Transmission Services  
Purchase Order: 20210011-01  
Vendor: 10157  
Vendor SPIN: 143026234  
Vendor EIN: 96-0001523

<b>Services Rendered:</b>	
1. ISDN PRI Lines: WETTENGEL ES April 01-30, 2021 service period	\$216.00
Surcharge Fees	\$ 119.83
<b>Total Amount Due to Pacific Data Systems</b>	<b><u>\$ 335.83</u></b>

(BEAR)

I certify that the above bill is just and correct;  
that payment therefor has not been received.

by:   
Pacific Data Systems



RECEIVED  
OFFICE OF PUBLIC ACCOUNTABILITY  
PROCUREMENT APPEALS

DATE: 9/24/2021

TIME: 3:05 PM BY: [Signature]

FILE NO OPA-PA: 21-004 1005

# EXHIBIT C



DEPARTMENT OF EDUCATION  
OFFICE OF SUPPLY MANAGEMENT

[www.gdoe.net](http://www.gdoe.net)  
501 Mariner Avenue  
B-Building, Suite 116  
Barrigada, Guam 96913  
Telephone: (671) 475-0438/Fax: (671) 472-5001  
Email: [procurement@gdoe.net](mailto:procurement@gdoe.net)



JON J. P. FERNANDEZ  
Superintendent of Education

CARMEN T. CHARFAUROS  
Supply Management Administrator

June 4, 2021

MEMORANDUM

To: Supply Management Administrator  
From: Buyer Supervisor II  
Subject: Analysis and Recommendation  
Reference: Telecommunication Service – Digital Transmission Services  
FORMAL INVITATION FOR BID: GDOE IFB 028-2021

Referenced Invitation for Bid (IFB) was published in a local news print media on Wednesday, April 28, 2021 with a closing date of Thursday, May 27, 2021 at 10:00 AM.

Seven (7) Prospective Bidders acquired the IFB package. A total of two (2) submitted their bids, namely:

- |                                  |                                    |
|----------------------------------|------------------------------------|
| 1. Teleguam Holdings LLC dba GTA | (Time: 08:56am / Date: 05/27/2021) |
| 2. Pacific Data Systems          | (Time: 9:32am / Date: 05/27/2021)  |

After further review of the bid submission, it is recommended to award the bid to the lowest, most responsive and responsible Bidder, namely:

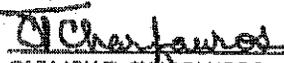
Teleguam Holdings LLC dba GTA                      Bid Total - \$470,652.48

The following bidder did not submit the lowest, most responsive and responsible bid:

Pacific Data Systems                                      Bid Total - \$596,997.36

Your approval is therefore solicited before any action can be taken on this matter.

  
Kathrina O. Bayson  
Buyer Supervisor II

 APPROVED  
  
CARMEN T. CHARFAUROS  
Supply Management Administrator

# DEPARTMENT OF EDUCATION

Financial, Student & Administrative Information Systems  
(F.S.A.I.S)

Government of Guam

500 Mariner Avenue, Barrigada, Guam 96913-1608

Tel: (671) 475-0479

Email: fsais@gdoe.net



Jon J.P. Fernandez  
Superintendent of Education



Vincent T. Dela Cruz  
Data Processing Manager

June 01, 2021

## MEMORANDUM

To: Administrator, Supply Management

From: Data Processing Manager

Subject: Technical Evaluation for IFB 028 2021 Telecommunication Service - Digital Transmission Service (DTS)

*Buenas!*

This is in response to the technical evaluation for IFB 028 2021 Telecommunication Service - DTS.

There are two (2) Bidders that submitted a proposal for consideration. The two Bidders are: (1) TeleGuam Holdings, LLC dba GTA; and (2) Pacific Data System.

Upon completing the review of the proposals, it is determined that the proposal submitted by the two Bidders met all bid's minimum scope and specifications.

Should you have any questions, please do not hesitate to contact me.

Respectfully,

A handwritten signature in black ink, appearing to read "Vincent Dela Cruz".

Vincent Dela Cruz

**G312**



# DEPARTMENT OF EDUCATION

Financial, Student & Administrative Information Systems

(F.S.A.I.S)

Government of Guam

500 Mariner Avenue, Barrigada, Guam 96913-1608

Tel: (671) 475-0479

Email: fsais@gdoe.net



Jon J.P. Fernandez  
Superintendent of Education



Vincent T. Dela Cruz  
Data Processing Manager

June 01, 2021

## MEMORANDUM

To: Administrator, Supply Management

From: Data Processing Manager

Subject: Technical Evaluation for IFB 027 2021 Telecommunication Service – Plain Old Telephone Services (POTS)

*Buenas!*

This is in response to the technical evaluation for IFB 027 2021 Telecommunication Service – POTS.

There are two (2) Bidders that submitted a proposal for consideration. The two Bidders are: (1) TeleGuam Holdings, LLC dba GTA; and (2) Pacific Data System.

Upon completing the review of the proposals, it is determined that the proposal submitted by the two Bidders met all bid's minimum scope and specifications.

Should you have any questions, please do not hesitate to contact me.

Respectfully,

  
Vincent Dela Cruz

**G314**

RECEIVED  
OFFICE OF PUBLIC ACCOUNTABILITY  
PROCUREMENT APPEALS

DATE: 9/24/2021

TIME: 3:55 LIAM SIPM BY: [Signature]

FILE NO OPA-PA: 21-004 1005

# EXHIBIT D

Number of Solicitation: 7

Number of Bids Received: 3

Description of Supplies or Services: Telecommunication Service - Digital

Guam Department of Education  
Office of Supply Management  
Government of Guam  
ABSTRACT OF BIDDERS

Bid Number: 1FB 028-2021-  
Closing Date: 5/27/2021 -  
Time: 10:00 AM -  
Total Cost: 16

BIDDER(S)	Acceptance Date	Acceptance Time	ABSTRACT OF BIDDERS											Basic Monthly Rate Charge	Total Surcharges Fees	NIC One-Time Charge Per Link for Installation	Total Cost	
			A	B	C	D	E	F	G	H	I	J	K					
TELECOMMUNICATIONS LLC dba GMA	5/21/21	8:56am	V	V	V	V	V	V	V	V	V	V	V	V	105.-	115.73	0	158,687.40
1st Original M/E Copies (1/2 Electronic)															9.25	1.-	0	8,498.71
2nd Amendment Acknowledgment															48.-	0	0	9,528.-
RFIC Data Systems	5/17/21	9:35am	V	V	V	V	V	V	V	V	V	V	V	V	295.-	81.86	0	560,173.36
1st Original M/E 2 Copies (1/2 Electronic)															10.-	1.-	0	9,108.-
2nd Amendment Acknowledgment															730.-	0	0	21,218.-
1st Original (1/2 Copies (1/2 Electronic)																		
2nd Amendment Acknowledgment																		
1st Original (1/2 Copies (1/2 Electronic)																		
2nd Amendment Acknowledgment																		

I hereby certify that all BIDS received in response to this BID were opened under my personal supervision and that the same as of all bidders have been opened herein.

LESLIE S. BROWN  
Print & Signature

DATE: 5/27/21

Number of Amendments: 2

- (A) Bid Bond Form (15%)
- (B) Restrictions Against See Offerors
- (C) Proprietary Data Designation Form
- (D) Local Procurement Preference Application
- (E) Affidavit Disclosing Ownership and Control
- (F) Affidavit re Non-Collusion
- (G) Affidavit re Gratuities or Kickbacks
- (H) Affidavit re Ethical Standards
- (I) Declaration re Compliance with US DOL Wage Determination
- (J) Affidavit re Contingent Fees



RECEIVED  
OFFICE OF PUBLIC ACCOUNTABILITY  
PROCUREMENT APPEALS

DATE: 9/24/2021

TIME: 3:55 PM IAM IPM BY: [Signature]

FILE NO OPA-PA: 21-004/005

# EXHIBIT E



JON J. P. FERNANDEZ  
Superintendent of Education

DEPARTMENT OF EDUCATION  
OFFICE OF SUPPLY MANAGEMENT

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CARMEN T. CHARFAUROS  
Supply Management Administrator

**NOTICE OF AWARD**

June 4, 2021

Pacific Data Systems  
185 Ilipog Drive, Suite 204A  
Tamuning, Guam 96913  
Tel: (671) 646-4202  
Email: [john@pdsguam.com](mailto:john@pdsguam.com)

Attn: John Day  
President / COO

Reference: Telecommunication Service – Digital Transmission Services (DTS)  
FORMAL INVITATION FOR BID: GDOE IFB 02B-2021

Hafa Adai,

This Notice of Award is issued in regards to the referenced Invitation for Bid (IFB), issued by the Government of Guam, Guam Department of Education for Telecommunication Service – Digital Transmission Services. The Guam Department of Education has evaluated the bids received using the evaluation factors identified in the IFB, and the Guam Department of Education is hereby announcing its award to the following Bidder:

- Teleguam Holdings LLC dba GTA

This award is conditioned upon the successful execution and final approval of the contract and/or purchase order by all parties required by Guam law. This notice does not constitute the formation of a contract between the Guam Department of Education and the successful Bidder. The successful Bidder shall not acquire any legal or equitable rights relative to the contract services until a contract containing terms and conditions acceptable to the Government of Guam is executed. The Guam Department of Education further reserves the right to cancel this Notice of Award at any time prior to the execution of a written contract in accordance with the provisions of the Guam Procurement Law and any other applicable laws or regulations.

If you have any questions regarding this matter, kindly contact our office at (671) 475-0438.

Please acknowledge receipt and return via email to [kobayson@gdoe.net](mailto:kobayson@gdoe.net).

Sincerely,

CARMEN T. CHARFAUROS  
Supply Management Administrator

Acknowledgement Receipt

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Time

**G319**



JON J. P. FERNANDEZ  
Superintendent of Education

DEPARTMENT OF EDUCATION  
OFFICE OF SUPPLY MANAGEMENT

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CARMEN T. CHARFAUROS  
Supply Management Administrator

**NOTICE OF AWARD**

June 4, 2021

Pacific Data Systems  
185 Ilipog Drive, Suite 204A  
Tamuning, Guam 96913  
Tel: (671) 646-4202  
Email: [john@pdsguam.com](mailto:john@pdsguam.com)

Attn: John Day  
President / COO

Reference: Telecommunication Service – Plain Old Telephone Services  
**FORMAL INVITATION FOR BID: GDOE IFB 027-2021**

Hafa Adai,

This Notice of Award is issued in regards to the referenced Invitation for Bid (IFB), issued by the Government of Guam, Guam Department of Education for Telecommunication Service – Plain Old Telephone Services. The Guam Department of Education has evaluated the bids received using the evaluation factors identified in the IFB, and the Guam Department of Education is hereby announcing its award to the following Bidder:

- Teleguam Holdings LLC dba GTA

This award is conditioned upon the successful execution and final approval of the contract and/or purchase order by all parties required by Guam law. This notice does not constitute the formation of a contract between the Guam Department of Education and the successful Bidder. The successful Bidder shall not acquire any legal or equitable rights relative to the contract services until a contract containing terms and conditions acceptable to the Government of Guam is executed. The Guam Department of Education further reserves the right to cancel this Notice of Award at any time prior to the execution of a written contract in accordance with the provisions of the Guam Procurement Law and any other applicable laws or regulations.

If you have any questions regarding this matter, kindly contact our office at (671) 475-0438.

Please acknowledge receipt and return via email to [kobayson@gdoe.net](mailto:kobayson@gdoe.net).

Sincerely,

CARMEN T. CHARFAUROS  
Supply Management Administrator

Acknowledgement Receipt

Print Name

Signature

Date

Time **G320**