

FEB 01 2010

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BY: JC
FILE No. OPA-PA 10-002

IN THE OFFICE OF PUBLIC ACCOUNTABILITY

PROCUREMENT APPEAL

IN THE APPEAL OF)	Docket No. OPA-PA
TELEGUAM HOLDINGS, LLC)	
D/B/A GTA TELECOM)	NOTICE OF PROCUREMENT APPEAL
APPELLANT)	
_____)	

APPELLANT INFORMATION

The Appellant is GTA TeleGuam, LLC 624 North Marine Corps Drive, and 96913, Telephone Number of 644-0011.

APPEAL INFORMATION

- A.) Purchasing Agency: Bureau of Statistics
- B.) Identification/number of procurement: GSA-004-010
- C.) The Decision being appealed was made on January 26, 2010 by the Chief Procurement Officer Claudia S. Acfalle
- D.) This appeal is made from a Decision on protest of Award
- E.) Names of Competing Bidders: Pacific Data Systems

STATEMENT OF GROUNDS FOR APPEAL

A. FACTUAL BACKGROUND INFORMATION

- 1.) On October 29, 2009 an Invitation for Bid was issued for Telephone Service and Equipment.
The pages of the Bid to this dispute are attached as Exhibit 1.
- 2.) On November 13, 2009, GTA Telecom, LLC submitted its bid and is attached as Exhibit 2.

- 1 3.) The other Bid from Pacific Data Systems submitted November 13, 2009 is attached as
2 Exhibit 3.
- 3 4.) On November December 15, 2009, GTA TELEGUAM Holdings, LLC received a Bid Status
4 notification from General Services Agency of Guam, dated December 15, 2009 and
5 signed by Claudia S. Acfalle, Chief Procurement Office stating that "Bid
6 Recommended for Award to Pacific Data Systems in the amount of \$23,069.00 The Bid
7 Status notification is attached as Exhibit 4.
- 8
- 9 5.) GTA filed a protest of Award of Bid to Ms. Claudia Acfalle, Chief Procurement Officer on
10 December 16, 2009 and said letter is attached as Exhibit 5.
- 11 6.) On January 25, 2009 GTA's Executive Vice President, Daniel J. Tydingco received a letter
12 from Chief Procurement Office responding to the GTA protest and its determination to
13 deny the GTA request for reconsideration and is attached as Exhibit 6.
14

15 **B. ARGUMENT**

16 The Bid award to Pacific Data Systems is defective because the winning bidder proposed a
17 phone system that was not within specification as specified in the Bid. GTA is the only bidder
18 that proposed a phone system within specifications of the Bid. As defined in:

19 Item No. 1.1 Telephone Service, Specifications: Telephone Services "PBX-based
20 service VOIP is strictly prohibited for this implementation"

21 Item 2.1 Specifications of the Bid

22 Item 3.1 Digital Business Conference (speaker) system

23 Item 4.1 Operator Console digital business phone system with appropriate expansion
24 units(s)

25 Item (s) 5.1/, 6.1, and /7.1 Further, the Bid criteria defined in Schedule and
26 Scalability Considerations for "Analog lines supporting 12 digital business phone
27
28

1 systems...”

2 After reviewing Pacific Data Systems submission it is evident that Pacific Data Systems
3 submission was defective. Specifically Pacific Data Systems in Section(s) 2.1 and 4.1 of its
4 submission identified that its Bid included an Aastra 480 with Operator Call Manager, which is
5 not a digital phone as defined in the Bid criteria and can only be a VOIP or Analog type phone
6 device. Further evidence of deficiency can be found in Section 4 of the Pacific Data Systems
7 Bid response “Product Literature” Section contained within Exhibit 3. The Pacific Data
8 Systems response included product literature that appears was obtained from the manufacturer’s
9 website in which the literature defines the Aastra 480e phone as an analog phone. Further if
10 Pacific Data Systems were to advocate that it was supplying the Bid through the Aastra 480i
11 phone, it is clear to see from Aastra’s product information that the phone is a Voice-over IP
12 (VOIP) handset, which is prohibited as outlined in Section 1.1 of the Bid.
13
14

15 GTA rebuts the declaration of Mr. John Day outlined in the response from the Chief
16 Procurement Officer in Exhibit 6. GTA contacted the manufacturer to obtain specifications
17 regarding the VOIP or analog capabilities of the Aastra 480 phone.
18

19 Specifically GTA asked the manufacturer if the particular phone represented by Pacific Data
20 Systems was capable of providing digital service or if the phone could be enhanced to provide
21 digital phone service. GTA provides in Exhibit 7 that Aastra confirmed that the phone was not
22 digital capable and that it could not be converted to become a digital phone. Further evidence to
23 support GTA’s protest can be found within Exhibit 8 with more product details and operational
24 manuals obtain from the manufacture’s website.
25

26 In closing, the bid submitted by Pacific Data Systems was defective. It did not meet the
27 phone equipment specifications as outlined in the Invitation to Bid. The phone equipment
28 proposed by Pacific Data Systems is not compatible with a digital phone system. GTA’s bid

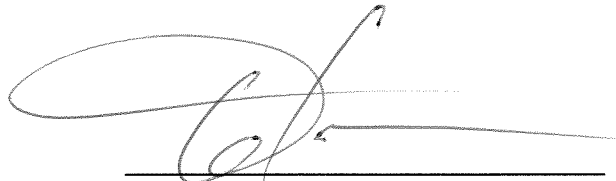
1 was the only responsive bid to the Invitation to Bid. Pacific Data Systems bid was defective and
2 therefore not responsive in the bid specification. GTA requests that PDS bid be deemed non-
3 complaint and the award be made to GTA, the only responsive bidder to provide a digital
4 telephone system.

5
6 **DECLARATION RE COURT ACTION**

7 The undersigned party does hereby confirm that to the best of his knowledge, no case or
8 action concerning the subject of this Appeal has been commenced in court. All parties are
9 required to and the undersigned party agrees to notify the Office of the Public Auditor within
10 24 hours if court action commences regarding this Appeal or the underlying
11 procurement action. Pursuant to 2 GAR §12108(a), the undersigned party does hereby request a
12 hearing on the appeal stated above.

13 Dated this 1st day of February 2010

14
15 Respectfully Submitted,

16
17 

18 Daniel J. Tydingco
19 Executive Vice President – Legal Affairs
20 GTA Telecom, LLC

Exhibit 1

INVITATION FOR BID

ISSUING OFFICE:

GENERAL SERVICES AGENCY
GOVERNMENT OF GUAM
P.O. BOX FG
AGANA, GUAM 96910



CLAUDIA S. ACFALLE
Chief Procurement Officer

DATE ISSUED: October 29, 2009

BID INVITATION NO: GSA-004-10

BID FOR: Telephone Service and Equipment

SPECIFICATION: See Attached Specifications

DESTINATION: Bureau of Statistics

REQUIRED DELIVERY DATE: To effectuate on November 17, 2009 thru September 30, 2010

INSTRUCTION TO BIDDERS:

INDICATE WHETHER: INDIVIDUAL PARTNERSHIP CORPORATION

INCORPORATED IN: _____

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) 10:00AM, Date: Nov. 13, 2009, and shall be publicly opened. Bid submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions, and Sealed Bid Solicitation for details.

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

NAME AND ADDRESS OF BIDDER:

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS BID:

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

ITEM NO(S). AWARDED: _____

CONTRACTING OFFICER:

CLAUDIA S. ACFALLE
Chief Procurement Officer

NAME AND ADDRESS OF CONTRACTOR:

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS CONTRACT:

GSA GENERAL SERVICES AGENCY
(Ahensian Setbision Hinirat)
Government of Guam
148 Rt. 1 Marine Drive Piti, Guam 96915
Tel: 475-1713 * Telefax: 472-4217; 475-1716; 475-1727

Accountability * Impartiality * Competence * Openness * Value

INVITATION FOR BID (IFB) NO. : GSA-004-10

DESCRIPTION: Telephone Service and Equipment

SPECIFICATION REMINDER TO PROSPECTIVE BIDDERS

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

- (X) **BID GUARANTEE (15% of Bid Amount) May be in the form of;**
Reference #11 on the General Terms and Conditions
- a. Cashier's Check or Certified Check
 - b. Letter of Credit
 - c. Surety Bond - Valid only if accompanied by:
 - 1. Current Certificate of Authority issued by the Insurance Commissioner;
 - 2. Power of Attorney issued by the Surety to the Resident General Agent;
 - 3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.
- () **STATEMENT OF QUALIFICATIONS**
- () **SAMPLES;**
- (X) **BROCHURES/DESCRIPTIVE LITERATURE;**
- (X) **AFFIDAVIT OF DISCLOSURE OF MAJOR SHAREHOLDERS - Must comply with the following requirements:**
- a. The affidavit must be notarized and dated on the same month as the bid opening;
 - b. Date of signature of the person authorized to sign the bid and the notary date must be the same.
- (X) **OTHER REQUIREMENTS:**
Non-Collusion Affidate, U.S. D.O.L. Wage Determination & Sexual Offenders Affidate

This reminder must be signed and returned in the bid envelope together with the bid. Failure to comply with the above requirements will mean a disqualification and rejection of the bid.

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

Bidder Representative's Signature

Item NO.	Description	QTY	UOM	Monthly PRICE	Annual PRICE
1.1	Telephone Service As per the following Specifications.	12	Mos.	\$ _____	\$ _____

SPECIFICATIONS:

Telephone Services:

PBX-based service VOIP is strictly prohibited for this implementation

ISDN/PRI for PSTN trunking supporting 37 total extensions at time of highest utilization.

Unique telephone numbers for each of 37 extensions at the time of highest utilization.

Analog backup lines at times of higher utilization

Fax line with dedicated number

Main telephone line. Preferred extension: 671-642-2010.

Auto-attendant functionality for main line

Caller ID

Voice Mail

Native conference capability sufficient to accommodate up to six separate callers

Authentication code prompt for all long distance calling. (Single code for all users)

Detailed billing of long distance usage on all lines to support management audits/reviews.

BIDDING ON/REMARKS:

Telephone Equipment:

ITEM NO.	Description	QTY	UOM	UNIT PRICE	EXTENDED PRICE
2.1	Digital business Phone systems	35	Ea.	\$ _____	\$ _____
3.1	Digital business conference (Speaker) system	1	Ea	\$ _____	\$ _____
4.1	Operator console digital business phone system with appropriate expansion unit(s).	1	Ea	\$ _____	\$ _____

Schedule and Scalability Considerations:

- 5.1 November 16, 2009 through January 15, 2010 1 Lot \$ _____ \$ _____
Analog lines supporting 12 digital business phone systems, 1 digital business conference (speaker) system, 1 operator console digital business phone system, and including 1 fax line with dedicated number.
(Locations to be determined.)

- 6.1 January 15, 2010 through March 15, 2010 1 Lot \$ _____ \$ _____
ISDN/PRI for trunking supporting 24 digital business phone systems, 1 digital business conference (speaker) system, 1 operator console digital business phone system, and including 1 fax line with dedicated number.
(Locations to be determined.)

- 7.1 March 5, 2010 through June 30, 2010 1 Lot \$ _____ \$ _____
ISDN/PRI for trunking supporting 35 digital Business phone systems, 1 digital business Conference (speaker) system, 1 operator console Digital business phone system, and including 1 fax line with dedicated number.
(Locations to be determined.)

- 8.1 June 30, 2010 through August 31, 2010 1 Lot \$ _____ \$ _____
ISDN/PRI for trunking supporting 24 digital
Business phone systems, 1 digital business
Conference (speaker) system, 1 operator console
Digital business phone system, and including
1 fax line with dedicated number.
(Locations to be determined.)
- 9.1 September 1, 2010 through September 30, 2010 1 Lot \$ _____ \$ _____
5 analog lines supporting 12 digital business
phone systems, 1 digital business conference
(speaker) system, 1 operator console digital
business phone system, and including 1 fax
line with dedicated number.
(Locations to be determined.)

MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT

TERRITORY OF GUAM)

AGANA GUAM) ss:
)

I, the undersigned, _____, being first
(a partner or officer of the company of, etc.)

Duly sworn, deposes and says:

1. That the persons who have held more than ten percent (10%) of the company's shares during the past twelve months are as follows:

Name	Address	Percentage of Shares held
_____	_____	_____
_____	_____	_____
_____	_____	_____
Total Number of Shares		_____

2. 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 for which this Affidavit is submitted are as follows:

Name	Address	Amount of Gratuity or Other Compensation
_____	_____	_____

Further, affiant sayeth naught.

Date: _____

Signature or individual if bidder is a sole proprietorship; Partner, if the bidder is a partnership; Officer, if the bidder is a corporation.

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

By: _____

Notary Public _____
In and for the Territory of Guam
My commission expires _____

Felix P. Camacho

Governor



GENERAL SERVICES AGENCY

**(Abensian Setblison Hinirat)
Government of Guam
148 Route 1, Marine Drive
PN, Guam 95925**

Michael W. Cruz,

Lt. Governor

Lourdes M. Perez
Director, Dept. of Administration

Joseph C. Manibusan
Deputy Director

FORM OF NON-COLLUSION AFFIDATE

**AFFIDATE
(Prime Proposer)**

STATE OF _____)
) SS.
CITY OF _____)

_____ , being first duly sworn

That he/she is _____
(a Partner or Officer of the Firms of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham, that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the General Services Agency or any person interested in the proposed contract, and that all statements in said proposal or bid are true.

Signature of Bidder

Date

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

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

Notary Public

ETHICAL STANDARDS AFFIDAVIT

AFFIDAVIT
(Proposer)

TERRITORY OF GUAM)
)
HAGATNA, GUAM)

SS.

_____, being first duly sworn, deposes and says:

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

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

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

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

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

NO GRATUITIES OR KICKBACKS AFFIDAVIT

AFFIDAVIT
(Offeror)

TERRITORY OF GUAM)
)
HAGATNA, GUAM)

SS.

_____ being first duly sworn, deposes and says:

As the duly authorized representative of the Offeror, that neither I nor of the Offeror's officers, representatives, agents, subcontractors, or employees has or have offered, given or agreed to give any government of Guam employee or former employee, any payment, gift, kickback, gratuity or offer of employment in connection with Offeror's proposal.

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

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

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

Felix P. Camacho

Governor



GENERAL SERVICES AGENCY

Michael W. Cruz

(Añenslan Setblisan Hinirat)
Government of Guam
148 Route 1, Marine Drive
Fiti, Guam 96925

Lt. Governor

Lourdes M. Perez
Director, Dept. of Administration

Joseph C. Manibuan
Deputy Director

**FORM COMPLIANCE WITH
U.S. D.O.L. WAGE DETERMINATION AFFIDATE**

AFFIDATE

(Prime Proposer)

STATE OF _____)
) SS.
CITY OF _____)

_____ being first duly sworn

That he/she is _____
(a Partner or Officer of the Firms of, etc.)

The party making the foregoing bid, that such bid is genuine and that said bidder agrees, that they are fully aware and is in compliance with Title 5 G.C.A. Chapter 5 §5801 and §5802 Wage Determination, and that the attached is the most recent issued by U.S. D.O.L. for the positions required to implement the required service as per specification on Bid No. _____ for _____ services.

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

Signature of Bidder

Date

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

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

Notary Public

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

**SPECIAL PROVISION
FOR
MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT**

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

Excerpt from P.L. 18-44

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

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

EXAMPLE:

1. A bidder intends to participate in a bid opening on October 15, and submits his/her bid on September 12, the affidavit dated September 10 is acceptable.

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

GOVERNMENT OF GUAM

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

**BID BOND
NO. _____**

KNOW ALL MEN BY THESE PRESENTS that _____, as Principal Hereinafter called the Principal, and (Bonding Company), _____ A duly admitted insurer under the laws of the Territory of Guam, as Surety, hereinafter called the Surety are Held firmly bound unto the Territory of Guam for the sum of _____

_____ Dollars (\$ _____), for Payment of which sum will and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

Signed and sealed this _____ day of _____ 20_____.

(PRINCIPAL) (SEAL)

(WITNESS)

(TITLE)

(MAJOR OFFICER OF SURETY)

(TITLE)

(MAJOR OFFICER OF SURETY)

(TITLE)

(RESIDENT GENERAL AGENT)

SEE INSTRUCTIONS IN BACK PAGE FOR SUPPORTING DOCUMENTS REQUIRED.

GOVERNMENT OF GUAM
GENERAL TERMS AND CONDITIONS
SEALED BID SOLICITATION AND AWARD

Only those Boxes checked below are applicable to this bid.

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

- [X] 16. **STANDARD FOR DETERMINATION OF LOWEST RESPONSIBLE BIDDER:** In determining the lowest responsible offer, the Chief Procurement Officer shall be guided by the following:
- a) Price of items offered.
 - b) The ability, capacity, and skill of the Bidder to perform.
 - c) Whether the Bidder can perform promptly or within the specified time.
 - d) The quality of performance of the Bidder with regards to awards previously made to him.
 - e) The previous and existing compliance by the Bidder with laws and regulations relative to procurement.
 - f) The sufficiency of the financial resources and ability of the Bidder to perform.
 - g) The ability of the bidder to provide future maintenance and services for the subject of the award.
 - h) The compliance with all of the conditions to the Solicitation.
- [X] 17. **TIE BIDS:** If the bids are for the same unit price or total amount in the whole or in part, the Chief Procurement Officer will determine award based on Section 3.202.15.2, or to reject all such bids (GPR Section 3-202.15.2).
- [X] 18. **BRAND NAMES:** Any reference in the Solicitation to manufacturer's Brand Names and number is due to lack of a satisfactory specification of commodity description. Such preference is intended to be descriptive, but not restrictive and for the sole purpose of indicating prospective bidders a description of the article or services that will be satisfactory. Bids on comparable items will be considered provided the bidder clearly states in his bid the exact articles he is offering and how it differs from the original specification.
- [X] 19. **DESCRIPTIVE LITERATURE:** Descriptive literature(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The literature furnished must clearly identify the item(s) in the Bid. The descriptive literature is required to establish, for the purpose of evaluation and award, details of the product(s) the bidder proposes to furnish including design, materials, components, performance characteristics, methods of manufacture, construction, assembly or other characteristics which are considered appropriate. Rejection of the Bid will be required if the descriptive literature(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the descriptive literature(s) by the time specified in the Solicitation will require rejection of the bid.
- [] 20. **SAMPLES:** Sample(s) of item(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The sample(s) should represent exactly what the bidder proposes to furnish and will be used to determine if the item(s) offered complies with the specifications. Rejection of the Bid will be required if the sample(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the sample(s) by the time specified in the Solicitation will require rejection of the Bid.
- [] 21. **LABORATORY TEST:** Successful bidder is required to accompany delivery of his goods with a Laboratory Test Report indicating that the product he is furnishing the Government meets with the specifications. This report is on the bidder's account and must be from a certified Testing Association.
- [X] 22. **AWARD, CANCELLATION, & REJECTION:** Award shall be made to the lowest responsible and responsive bidder, whose bid is determined to be the most advantageous to the Government, taking into consideration the evaluation factors set forth in this solicitation. No other factors or criteria shall be used in the evaluation. The right is reserved as the interest of the Government may require to waive any minor irregularity in bid received. The Chief Procurement Officer shall have the authority to award, cancel, or reject bids, in whole or in part for any one or more items if he determines it is in the public interest. Award issued to the lowest responsible bidder within the specified time for acceptance as indicated in the solicitation, results in a bidding contract without further action by either party. In case of an error in the extension of prices, unit price will govern. It is the policy of the Government to award contracts to qualified local bidders. The Government reserves the right to increase or decrease the quantity of the items for award and make additional awards for the same type items and the vendor agrees to such modifications and additional awards based on the bid prices for a period of thirty (30) days after original award. No award shall be made under this solicitation which shall require
- [] 23. **MARKING:** Each outside container shall be marked with the Purchase Order number, item number, brief item description and quantity. Letter marking shall not be less than 3/4" in height.
- [X] 24. **SCHEDULE FOR DELIVERY:** Successful bidder shall notify the General Services Agency, Telephone Nos. 475-1707 or 475-713, at least twenty-four (24) hours before delivery of any item under this solicitation.
- [] 25. **BILL OF SALE:** Successful supplier shall render Bills of Sale for each item delivered under this contract. Failure to comply with this requirement will result in rejection of delivery. The Bill of Sale must accompany the items delivered but will not be considered as an invoice for payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.
- [] 26. **MANUFACTURER'S CERTIFICATE:** Successful bidder is required, upon delivery of any item under this contract, to furnish a certificate from the manufacturer indicating that the goods meet the specifications. Failure to comply with this request will result in rejection of delivery payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.
- [X] 27. **INSPECTION:** All supplies, materials, equipment, or services delivered under this contract shall be subject to the inspection and/or test conducted by the Government at destination. If in any case the supplies, materials, equipment, or services are found to be defective in material, workmanship, performance, or otherwise do not conform with the specifications, the Government shall have the right to reject the items or require that they be corrected. The number of days required for correction will be determined by the Government.
- [] 28. **MOTOR VEHICLE SAFETY REQUIREMENTS:** The Government will only consider Bids on motor vehicles which comply with the requirements of the National Traffic and Motor Vehicle safety Act of 1966 (Public Law 89-563) and Clean Air Act as amended (Public Law 88-206), that are applicable to Guam. Bidders shall state if the equipment offered comply with these aforementioned Federal Laws.
- [] 29. **SAFETY INSPECTION:** All motor vehicles delivered under this contract must pass the Government of Guam Vehicle Inspection before delivery at destination.

- [X] 30. **GUARANTEE:**
- a) **Guarantee of Vehicle Type of Equipment:**
The successful bidder shall guarantee vehicular type of equipment offered against defective parts, workmanship, and performance, for a period of not less than one (1) year after date of receipt of equipment. Bidder shall also provide service to the equipment for at least one (1) year. Service to be provided shall include, but will not be limited to tune ups (change of spark plugs, contact points and condensers) and lubrication (change of engine and transmission oil). All parts and labor shall be at the expense of the bidder. All parts found defective and not caused by misuse, negligence or accident within the guarantee period shall be repaired, replaced, or adjusted within six (6) working days after notice from the Government and without cost to the Government. Vehicular type of equipment as used in this context shall include equipment used for transportation as differentiated from tractors, backhoes, etc.
 - b) **Guarantee of Other Type of Equipment:**
The successful bidder shall guarantee all other types of equipment offered, except those mentioned in 31a, above, against defective parts, workmanship, and performance for a period of not less than three (3) months after date of receipt of equipment. Bidder shall also provide service to the equipment for at least three (3) months. All parts found defective within that period shall be repaired or replaced by the Contractor without cost to the Government. Repairs, adjustments or replacements of defective parts shall be completed by the contractor within six (6) working days after notice from the Government.
 - c) **Compliance with this Section is a condition of this Bid.**
- [X] 31. **REPRESENTATION REGARDING ETHICS IN PUBLIC PROCUREMENT:** The bidder or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a Government employee to breach any of the ethical standards and represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth on Chapter 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.
- [X] 32. **REPRESENTATION REGARDING CONTINGENT FEES:** The contractor represents that it has not retained a person to solicit or secure a Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business (GPR Section 11-207).
- [X] 33. **EQUAL EMPLOYMENT OPPORTUNITY:** Contractors shall not discriminate against any employee or applicant of employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that employees are treated equally during employment without regards to their race, color, religion, sex, or national origin.
- [X] 34. **COMPLIANCE WITH LAWS:** Bidders awarded a contract under this Solicitation shall comply with the applicable standard, provisions, and stipulations of all pertinent Federal and/or local laws, rules, and regulations relative to the performance of this contract and the furnishing of goods.
- [X] 35. **CHANGE ORDER:** Any order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-03.1 of the Guam Procurement Regulations.
- [X] 36. **STOP WORK ORDER:** Any stop work order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-04.1 of the Guam Procurement Regulations.
- [X] 37. **TERMINATION FOR CONVENIENCE:** Any termination order for the convenience of the Government issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101.10 of the Government Procurement Regulations.
- [X] 38. **TIME FOR COMPLETION:** It is hereby understood and mutually agreed by and between the contractor and the Government that the time for delivery to final destination or the timely performance of certain services is an essential condition of this contract. If the contractor refuses or fails to perform any of the provisions of this contract within the time specified in the Purchase Order (from the date Purchase Order is acknowledged by vendor), then the contractor is in default. Defaults will be treated subject to and in accordance with the provisions of Section 6-101-06 of the Guam Procurement Regulations.
- [X] 39. **JUSTIFICATION OF DELAY:** Bidders who are awarded contracts under this Solicitation, guarantee that the goods will be delivered to their destination or required services rendered within the time specified. If the bidder is not able to meet the specified delivery date, he is required to notify the Chief Procurement Officer of such delay. Notification shall be in writing and shall be received by the Chief Procurement Officer at least twenty-four (24) hours before the specified delivery date. Notification of delay shall include an explanation of the causes and reasons for the delay including statement(s) from supplier or shipping company causing the delay. The Government reserves the right to reject delay justification if, in the opinion of the Chief Procurement Officer, such justification is not adequate.
- [X] 40. **LIQUIDATED DAMAGES:** When the contractor is given notice of delay or nonperformance as specified in Paragraph 1 (Default) of the Termination for Default Clause of this contract and fails to cure in the time specified, the contractor shall be liable for damages for delay in the amount of one-fourth of one percent (1%) of outstanding order per calendar day from date set for cure until either the territory reasonable obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contractor's delay or nonperformance is excused under Paragraph 40 (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this contract, liquidated damages shall not be due the territory. The contractor remains liable for damages caused other than by delay (GPR Section 6-101-09.1).
- [X] 41. **PHYSICAL LIABILITY:** If it becomes necessary for the Vendor, either as principal, agent or employee, to enter upon the premises or property of the Government of Guam in order to construct, erect, inspect, make delivery or remove property hereunder, the Vendor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of any accidents, injuries or damages to any person or property during the progress of the work herein covered, and to be responsible for, and to indemnify and save harmless the Government

of Guam from the payment of all sums of money by reason of all or any such accidents, injuries or damages that may occur upon or about such work, and fines, penalties and loss incurred for or by reasons of the violations of any territorial ordinance, regulations, or the laws of Guam or the United States, while the work is in progress. Contractor will carry insurance to indemnify the Government of Guam against any claim for loss, damage or injury to property or persons arising out of the performance of the Contractor or his employees and agents of the services covered by the contract and the use, misuse or failure of any equipment used by the contractor or his employees or agents, and shall provide certificates of such insurance to the Government of Guam when required.

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

Name: _____ Title: _____

Address: _____ Telephone: _____

Exhibit 2 -



624 North Marine Corps Drive
Tamuning, Guam 96913
Tel: 671.644.0116
Fax: 671.644.0103
Email: jsgamby@gta.net

COPY

BIDDER: TELEGUAM HOLDINGS, LLC

BID NO. GSA-004-10

TIME: 10:00 A.M.

DATE: NOVEMBER 13, 2009

PLACE OF BID OPENING: GENERAL SERVICES AGENCY
GOVERNMENT OF GUAM
148 RT. 1,
MARINE CORPS DRIVE
PITI, GUAM

OFFICIAL BANK CHECK
First Hawaiian Bank
P.O. Box 3200 Honolulu, HI 96847-8916
MAITE

DATE: **11/12/2009**

1229298 3 90-28
1211

PAY FIVE THOUSAND SIX HUNDRED THIRTEEN DOLLARS AND 75 CENTS
TO THE
ORDER OF **TREASURER OF GUAM**

AMOUNT
\$5,613.75

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.

GSA BID. NO. 004-10

CUSTOMER RECEIPT
NOT NEGOTIABLE

OFFICIAL BANK CHECK

MAITE

DATE: **11/12/2009**

1229298 3 90-28
1211

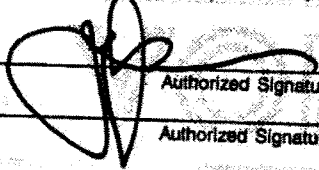
PAY *FIVE THOUSAND SIX HUNDRED THIRTEEN DOLLARS AND 75 CENTS**
TO THE
ORDER OF **TREASURER OF GUAM**

\$5,613.75

GSA BID. NO. 004-10

First Hawaiian Bank 1213
P.O. Box 3200 Honolulu, HI 96847-8916
Payable through Bank of the West, Walnut Creek, CA

Two Signatures Required for \$100,000 and Over



Authorized Signature

Authorized Signature

THIS DOCUMENT PRINTED ON TRUE WATERMARK PAPER - HOLD TO THE LIGHT TO VIEW.

⑈ 12292983⑈ ⑆ 121100782⑆ 184007912⑈ 9450



624 North Marine Corps Drive
Tamuning, Guam 96913

“More Than Just Talk”

COPY

**TELEPHONE SERVICE
&
EQUIPMENT**

**Invitation for Bid Invitation
No. GSA-004-10**

Presented by:
Jennifer Sgambelluri
Senior Account Manager
Local Government Market

Confidential

November 13, 2009

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COPY

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 - Invitation to Bid Notification
 - Specification Reminder to Prospective Bidders
 - Form of Non-collusion Affidavit
 - Ethical Standards Affidavit
 - No Gratuities or Kickbacks Affidavit
 - Form Compliance with U.S. DOL Wage Determination Affidavit
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 - General Terms & Conditions/Contract Administration
 - GSA Site Visit Notification

 - Brochures
 - Centrex Features
 - Meridian Instruments
 - Avaya Digital Phones
 - Avaya Media Servers
 - Avaya G430 Media Gateway

 - Business Licenses
-

Item NO.	Description	QTY	UOM	Monthly PRICE	Annual PRICE
1.1	Telephone Service As per the following Specifications.	12	Mos.	\$ 614.50	\$ 7,374.00

SPECIFICATIONS:

Telephone Services:

PBX-based service VOIP is strictly prohibited for this implementation

ISDN/PRI for PSTN trunking supporting 37 total extensions at time of highest utilization.

Unique telephone numbers for each of 37 extensions at the time of highest utilization.

Analog backup lines at times of higher utilization

Fax line with dedicated number

Main telephone line. Preferred extension: 671-642-2010.

Auto-attendant functionality for main line

Caller ID

Voice Mail

Native conference capability sufficient to accommodate up to six separate callers

Authentication code prompt for all long distance calling. (Single code for all users)

Detailed billing of long distance usage on all lines to support management audits/reviews.

BIDDING ON/REMARKS:

Telephone Equipment:

ITEM NO.	Description	QTY	UOM	UNIT PRICE	EXTENDED PRICE
2.1	Digital business Phone systems	35	Ea.	\$329.00	\$11,515.00
3.1	Digital business conference (Speaker) system	1	Ea	\$825.00	\$825.00
4.1	Operator console digital business phone system with appropriate expansion unit(s).	1	Ea	\$530.00	\$530.00

Schedule and Scalability Considerations:

- 5.1 November 16, 2009 through January 15, 2010 1 Lot \$ -0- \$ -0-
 Analog lines supporting 12 digital business phone systems, 1 digital business conference (speaker) system, 1 operator console digital business phone system, and including 1 fax line with dedicated number.
 (Locations to be determined.)
- 6.1 January 15, 2010 through March 15, 2010 1 Lot \$16,544 \$ 16,544.00
 ISDN/PRI for trunking supporting 24 digital business phone systems, 1 digital business conference (speaker) system, 1 operator console digital business phone system, and including 1 fax line with dedicated number.
 (Locations to be determined.)
- 7.1 March 5, 2010 through June 30, 2010 1 Lot \$600.00 \$ 600.00
 ISDN/PRI for trunking supporting 35 digital Business phone systems, 1 digital business Conference (speaker) system, 1 operator console Digital business phone system, and including 1 fax line with dedicated number.
 (Locations to be determined.)

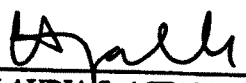
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- 8.1 June 30, 2010 through August 31, 2010 1 Lot \$ -0- \$ -0-
ISDN/PRI for trunking supporting 24 digital
Business phone systems, 1 digital business
Conference (speaker) system, 1 operator console
Digital business phone system, and including
1 fax line with dedicated number.
(Locations to be determined.)
- 9.1 September 1, 2010 through September 30, 2010 1 Lot \$ -0- \$ -0-
5 analog lines supporting 12 digital business
phone systems, 1 digital business conference
(speaker) system, 1 operator console digital
business phone system, and including 1 fax
line with dedicated number.
(Locations to be determined.)

INVITATION FOR BID

ISSUING OFFICE:

COPY



CLAUDIA S. ACFALLE
Chief Procurement Officer

GENERAL SERVICES AGENCY
GOVERNMENT OF GUAM
P.O. BOX FG
AGANA, GUAM 96910

DATE ISSUED: October 29, 2009

BID INVITATION NO: GSA-004-10

BID FOR: Telephone Service and Equipment

SPECIFICATION: See Attached Specifications

DESTINATION: Bureau of Statistics

REQUIRED DELIVERY DATE: To effectuate on November 17, 2009 thru September 30, 2010

INSTRUCTION TO BIDDERS:

INDICATE WHETHER: ___ INDIVIDUAL ___ PARTNERSHIP X CORPORATION

INCORPORATED IN: DELAWARE

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) 10:00AM, Date: Nov. 13, 2009, and shall be publicly opened. Bid submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions, and Sealed Bid Solicitation for details.

The undersigned offers and agrees to furnish within the time specified, the articles and services at the price stated opposite the respective items listed on the schedule provided, unless otherwise specified by the bidder. In consideration to the expense of the Government in opening, tabulating, and evaluating this and other bids, and other considerations, the undersigned agrees that this bid remain firm and irrevocable within 60 calendar days from the date opening to supply any or all the items which prices are quoted.

NAME AND ADDRESS OF BIDDER:

TELEGUAM HOLDINGS, LLC

624 N. Marine Corps drive

Tamuning, Guam 96931

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS BID:



JOHN J. KIM

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

ITEM	NO(S)	AWARDED:

CONTRACTING OFFICER:

CLAUDIA S. ACFALLE
Chief Procurement Officer

NAME AND ADDRESS OF CONTRACTOR:

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS CONTRACT:

GSA GENERAL SERVICES AGENCY

(Ahensian Setbision Hinirat)

Government of Guam

148 Rt. 1 Marine Drive Piti, Guam 96915

Tel: 475-1713 * Telefax: 472-4217; 475-1716; 475-1727

Accountability * Impartiality * Competence * Openness * Value COPY

INVITATION FOR BID (IFB) NO.: GSA-004-10

DESCRIPTION: Telephone Service and Equipment

SPECIFICATION REMINDER TO PROSPECTIVE BIDDERS

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

(X) **BID GUARANTEE (15% of Bid Amount) May be in the form of;**
Reference #11 on the General Terms and Conditions

- a. Cashier's Check or Certified Check
- b. Letter of Credit
- c. Surety Bond - Valid only if accompanied by:
 - 1. Current Certificate of Authority issued by the Insurance Commissioner;
 - 2. Power of Attorney issued by the Surety to the Resident General Agent;
 - 3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.

() STATEMENT OF QUALIFICATIONS

() SAMPLES;

(X) BROCHURES/DESCRIPTIVE LITERATURE;

(X) AFFIDAVIT OF DISCLOSURE OF MAJOR SHAREHOLDERS - Must comply with the following requirements:

- a. The affidavit must be notarized and dated on the same month as the bid opening;
- b. Date of signature of the person authorized to sign the bid and the notary date must be the same.

(X) OTHER REQUIREMENTS:

Non-Collusion Affidate, U.S. D.O.L. Wage Determination & Sexual Offenders Affidate

This reminder must be signed and returned in the bid envelope together with the bid. Failure to comply with the above requirements will mean a disqualification and rejection of the bid.

On this 12th day of November, 2009, I, John Kim
authorized representative of Teleguam Holdings, LLC acknowledge receipt of this special
reminder to prospective bidders with the above referenced IFB.


Bidder Representative's Signature

Felix P. Camacho

Governor



GENERAL SERVICES AGENCY

(Ahensian Setbision Hinirat)
Government of Guam
148 Route 1, Marine Drive
Piti, Guam 95925

Michael W. Cruz,

Lt. Governor

COPY

Lourdes M. Perez
Director, Dept. of Administration

Joseph C. Manibusan
Deputy Director

FORM OF NON-COLLUSION AFFIDATE

AFFIDATE

(Prime Proposer)

STATE OF GUAM)

) SS.

CITY OF TAMUNING)

John J. Kim, being first duly sworn

That he/she is Controller
(a Partner or Officer of the Firms of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham, that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the General Services Agency or any person interested in the proposed contract, and that all statements in said proposal or bid are true.

Signature of Bidder

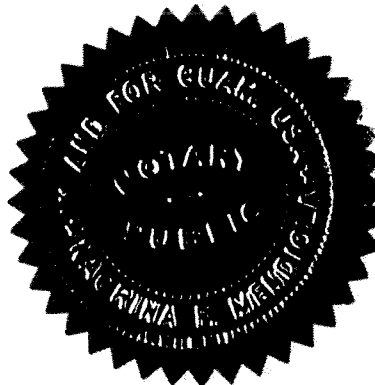
[Signature] 11-5-2009
Date

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

Subscribed and sworn before me this 5th day of November, 2009.

[Signature]
Notary Public

NACRINA F. MENDIOLA
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: April. 08, 2011
624 N. Marine Corps. Drive Tamuning, Guam 96913



ETHICAL STANDARDS AFFIDAVIT

COPY

AFFIDAVIT
(Proposer)

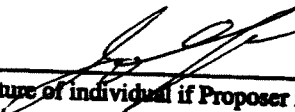
TERRITORY OF GUAM)
)
HAGATNA, GUAM)

SS.

John J. Kim, being first duly sworn, deposes and says:


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

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

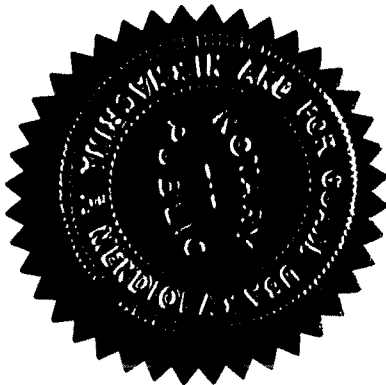


 Signature of individual if Proposer is a sole Proprietorship;
 Partner, if the Proposer is a Partnership;
 Officer, if the Proposer is a Corporation.

SUBSCRIBED AND SWORN to before me this 5th day of November, 2009



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



NACRINA F. MENDIOLA
NOTARY PUBLIC
 In and for Guam, U.S.A.
 My Commission Expires: April, 06, 2011
 624 N. Marine Corps. Drive Tamuning, Guam 96913

NO GRATUITIES OR KICKBACKS AFFIDAVIT

COPY

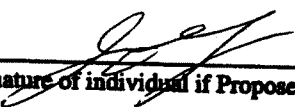
AFFIDAVIT (Offeror)

TERRITORY OF GUAM)
)
HAGATNA, GUAM)

SS.


John J. Kim, being first duly sworn, deposes and says:

As the duly authorized representative of the Offeror, that neither I nor of the Offeror's officers, representatives, agents, subcontractors, or employees has or have offered, given or agreed to give any government of Guam employee or former employee, any payment, gift, kickback, gratuity or offer of employment in connection with Offeror's proposal.



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

SUBSCRIBED AND SWORN to before me this 5th day of November, 2009



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



NACRINA F. MENDIOLA
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: April, 06, 2011
624 N. Marine Corps. Drive Tamuning, Guam 96913

Felix P. Camacho

Governor



GENERAL SERVICES AGENCY

(Ahensian Setbision Hinirat)

Government of Guam

148 Route 1, Marine Drive

Piti, Guam 96925

Michael W. Cruz

Lt. Governor

COPY

Lourdes M. Perez
Director, Dept. of Administration

Joseph C. Manibusan
Deputy Director

FORM COMPLIANCE WITH
U.S. D.O.L. WAGE DETERMINATION AFFIDATE

AFFIDATE

(Prime Proposer)

STATE OF GUAM)

) SS.

CITY OF TAMUNING)

John J. Kim, being first duly sworn

That he/she is Controller
(a Partner or Officer of the Firms of, etc.)

The party making the foregoing bid, that such bid is genuine and that said bidder agrees, that they are fully aware and is in compliance with Title 5 G.C.A. Chapter 5 §5801 and §5802 Wage Determination, and that the attached is the most recent issued by U.S. D.O.L. for the positions required to implement the required service as per specification on Bid No. GSA-004-10 for Telephone Service & Equipment services.

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

Signature of Bidder [Signature] Date 11-5-2009

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

Subscribed and sworn before me this 5th day of November, 2009.

[Signature]
Notary Public

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

NACRINA F. MENDIOLA
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: April, 06, 2011
624 N. Marine Corps. Drive Tamuning, Guam 96913



MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT

COPY

F GUAM)
)ss:
AGANA GUAM)

I, the undersigned, John J. Kim, being first
(a partner or officer of the company of, etc.)
Duly sworn, deposes and says:

- 1. That the persons who have held more than ten percent (10%) of the company's shares during the past twelve months are as follows:

Name	Address	Percentage of Shares held
TELEGUAM HOLDINGS	624 N Marine Corps Drive Tamuning, Guam	100%
_____	_____	_____
_____	_____	_____
_____	_____	_____
Total Number of Shares		_____

- 2. 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 for which this Affidavit is submitted are as follows:

Name	Address	Amount of Gratuity or Other Compensation
_____	_____	_____

Further, affiant sayeth naught.

Date: 11-5-2009

[Signature]
Signature or individual if bidder is a sole proprietorship; Partner, if the bidder is a partnership; Officer, if the bidder is a corporation.

Subscribed and sworn to before me this 5th day of November, 2009

By: [Signature]

Notary Public _____
In and for the Territory of Guam
My commission expires _____

NACRINA F. MENDIOLA
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: April. 08, 2011
624 N. Marine Corps. Drive Tamuning, Guam 96913



**SPECIAL PROVISION
FOR
MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT**

COPY

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

Excerpt from P.L. 18-44

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

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

EXAMPLE:

1. A bidder intends to participate in a bid opening on October 15, and submits his/her bid on September 12, the affidavit dated September 10 is acceptable.

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

GOVERNMENT OF GUAM
GENERAL TERMS AND CONDITIONS
SEALED BID SOLICITATION AND AWARD

COPY

Only those Boxes checked below are applicable to this bid.

1. **AUTHORITY:** This solicitation is issued subject to all the provision of the Guam Procurement Act (5GCA, Chapter 5) and the Guam Procurement Regulations (copies of both are available at the Office of the Complier of laws, Department of Law, copies available for inspection at General Services Agency). It requires all parties involved in the Preparation, negotiation, performance, or administration of contracts to act in good faith.
2. **GENERAL INTENTION:** Unless otherwise specified, it is the declared and acknowledged intention and meaning of these General Terms and conditions for the bidder to provide the Government of Guam (Government) with specified services or with materials, supplies or equipment completely assembled and ready for use.
3. **TAXES:** Bidders are cautioned that they are subject to Guam Income Taxes as well as all other taxes on Guam Transactions. Specific information on taxes may be obtained from the Director of Revenue and Taxation.
4. **LICENSING:** Bidders are cautioned that the Government will not consider for award any offer submitted by a bidder who has not complied with the Guam Licensing Law. Specific information on licenses may be obtained from the Director of Revenue and Taxation.
5. **LOCAL PROCUREMENT PREFERENCE:** All procurement of supplies and services where possible, will be made from among businesses licensed to do business on Guam in accordance with section 5008 of the Guam Procurement Act (5GCA, Chapter 5) and Section 1-104 of the Guam Procurement Regulations.
6. **COMPLIANCE WITH SPECIFICATIONS AND OTHER SOLICITATION REQUIREMENTS:** Bidders shall comply with all specifications and other requirements of the Solicitation.
7. **"ALL OR NONE" BIDS:** Unless otherwise allowed under this Solicitation. "all or none" bids may be deemed to be non-responsive. If the bid is so limited, the Government may reject part of such proposal and award on the remainder.

NOTE: By checking this item, the Government is requesting all of the bid items to be bid or none at all. The Government will not award on an itemized basis. Reference: Section 3-101.06 of the Guam Procurement Regulations.

8. **INDEPENDENT PRICE DETERMINATION:** The bidder, upon signing the Invitation for Bid, certifies that the prices in his bid were derived at without collusion, and acknowledge that collusion and anti-competitive practices are prohibited by law. Violations will be subject to the provision of Section 5651 of that of the Guam Procurement Act. Other existing civil, criminal or administrative remedies are not impaired and may be in addition to the remedies in Section 5651 of the Government code.
9. **BIDDER'S PRICE:** The Government will consider not more than two (2) (Basic and Alternate) item prices and the bidder shall explain fully each price if supplies, materials, equipment, and/or specified services offered comply with specifications and the products origin. Where basic or alternate bid meets the minimum required specification, cost and other factors will be considered. Failure to explain this requirement will result in rejection of the bid.
10. **BID ENVELOPE:** Envelope shall be sealed and marked with the bidder's name, Bid number, time, date and place of Bid Opening.
11. **BID GUARANTEE REQUIREMENT:** Bidder is required to submit a Bid Guarantee Bond or standby irrevocable Letter of Credit or Certified Check or Cashier's Check in the same bid envelope to be held by the Government pending award. The Bid Guarantee Bond, Letter of Credit, Certified Check or Cashier's Check must be issued by any local surety or banking institution licensed to do business on Guam and made payable to the Treasure of Guam in the amount of fifteen percent (15%) of his highest total bid offer. The Bid Bond must be submitted on Government Standard Form BB-1 (copy enclosed). Personal Checks will not be accepted as Bid Guarantee. If a successful Bidder (contractor) withdraws from the bid or fails to enter into contract within the prescribed time, such Bid guarantee will be forfeited to the Government of Guam. Bids will be disqualified if not accompanied by Bid Bond, Letter of Credit, Certified Check or Cashier's check. Bidder must include in his/her bid, valid copies of a Power of Attorney from the Surety and a Certificate of Authority from the Government of Guam to show proof that the surety company named on the bond instrument is authorized by the Government of Guam and qualified to do business on Guam. For detailed information on bonding matters, contact the Department of Revenue and Taxation. Failure to submit a valid Power of Attorney and Certificate of Authority on the surety is cause for rejection of bid. (GPR Section 3-202.03.3) Pursuant to Public Law 27-127, all competitive sealed bidding for the procurement of supplies or services exceeding \$25,000.00 a 15% Bid Security of the total bid price must accompany the bid package.
12. **PERFORMANCE GUARANTEE:** Bidders who are awarded a contract under this solicitation, guarantee that goods will be delivered or required services performed within the time specified. Failure to perform the contract in a satisfactory manner may be cause for suspension or debarment from doing business with the Government and to enforce Section 23 of these General Terms and Conditions. In addition, the Government will hold the Vendor liable and will enforce the requirements as set forth in Section 41 of these General Terms and Conditions.
13. **SURETY BONDS:** Bid and Performance Bonds coverage must be signed or countersigned in Guam by a foreign or alien surety's resident general agent. The surety must be an Insurance Company, authorized by the government of Guam and qualified to do business in Guam. Bids will be disqualified if the Surety Company does not have a valid Certificate of Authority from the Government of Guam to conduct business in Guam.
14. **COMPETENCY OF BIDDERS:** Bids will be considered only from the such bidders who, in the opinion of the Government, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.
15. **DETERMINATION OF RESPONSIBILITY OF BIDDERS:** The Chief Procurement Officer reserves the right for securing from bidders information to determine whether or not they are responsible and to inspect plant site, place of business; and supplies and services as necessary to determine their responsibility in accordance with Section 15 of these General Terms and Conditions (GPR Section 3-401).

16. **STANDARD FOR DETERMINATION OF LOWEST RESPONSIBLE BIDDER:** In determining the lowest responsible offer, the Chief Procurement Officer shall be guided by the following:
- a) Price of items offered.
 - b) The ability, capacity, and skill of the Bidder to perform.
 - c) Whether the Bidder can perform promptly or within the specified time.
 - d) The quality of performance of the Bidder with regards to awards previously made to him.
 - e) The previous and existing compliance by the Bidder with laws and regulations relative to procurement.
 - f) The sufficiency of the financial resources and ability of the Bidder to perform.
 - g) The ability of the bidder to provide future maintenance and services for the subject of the award.
 - h) The compliance with all of the conditions to the Solicitation.
17. **TIE BIDS:** If the bids are for the same unit price or total amount in the whole or in part, the Chief Procurement Officer will determine award based on Section 3.202.15.2, or to reject all such bids (GPR Section 3-202.15.2).
18. **BRAND NAMES:** Any reference in the Solicitation to manufacturer's Brand Names and number is due to lack of a satisfactory specification of commodity description. Such preference is intended to be descriptive, but not restrictive and for the sole purpose of indicating prospective bidders a description of the article or services that will be satisfactory. Bids on comparable items will be considered provided the bidder clearly states in his bid the exact articles he is offering and how it differs from the original specification.
19. **DESCRIPTIVE LITERATURE:** Descriptive literature(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The literature furnished must clearly identify the item(s) in the Bid. The descriptive literature is required to establish, for the purpose of evaluation and award, details of the product(s) the bidder proposes to furnish including design, materials, components, performance characteristics, methods of manufacture, construction, assembly or other characteristics which are considered appropriate. Rejection of the Bid will be required if the descriptive literature(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the descriptive literature(s) by the time specified in the Solicitation will require rejection of the bid.
20. **SAMPLES:** Sample(s) of item(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The sample(s) should represent exactly what the bidder proposes to furnish and will be used to determine if the item(s) offered complies with the specifications. Rejection of the Bid will be required if the sample(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the sample(s) by the time specified in the Solicitation will require rejection of the Bid.
21. **LABORATORY TEST:** Successful bidder is required to accompany delivery of his goods with a Laboratory Test Report indicating that the product he is furnishing the Government meets with the specifications. This report is on the bidder's account and must be from a certified Testing Association.
22. **AWARD, CANCELLATION, & REJECTION:** Award shall be made to the lowest responsible and responsive bidder, whose bid is determined to be the most advantageous to the Government, taking into consideration the evaluation factors set forth in this solicitation. No other factors or criteria shall be used in the evaluation. The right is reserved as the interest of the Government may require to waive any minor irregularity in bid received. The Chief Procurement Officer shall have the authority to award, cancel, or reject bids, in whole or in part for any one or more items if he determines it is in the public interest. Award issued to the lowest responsible bidder within the specified time for acceptance as indicated in the solicitation, results in a bidding contract without further action by either party. In case of an error in the extension of prices, unit price will govern. It is the policy of the Government to award contracts to qualified local bidders. The Government reserves the right to increase or decrease the quantity of the items for award and make additional awards for the same type items and the vendor agrees to such modifications and additional awards based on the bid prices for a period of thirty (30) days after original award. No award shall be made under this solicitation which shall require
23. **MARKING:** Each outside container shall be marked with the Purchase Order number, item number, brief item description and quantity. Letter marking shall not be less than 3/4" in height.
24. **SCHEDULE FOR DELIVERY:** Successful bidder shall notify the General Services Agency, Telephone Nos. 475-1707 or 475-713, at least twenty-four (24) hours before delivery of any item under this solicitation.
25. **BILL OF SALE:** Successful supplier shall render Bills of Sale for each item delivered under this contract. Failure to comply with this requirement will result in rejection of delivery. The Bill of Sale must accompany the items delivered but will not be considered as an invoice for payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.
26. **MANUFACTURER'S CERTIFICATE:** Successful bidder is required, upon delivery of any item under this contract, to furnish a certificate from the manufacturer indication that the goods meet the specifications. Failure to comply with this request will result in rejection of delivery payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.
27. **INSPECTION:** All supplies, materials, equipment, or services delivered under this contract shall be subject to the inspection and/or test conducted by the Government at destination. If in any case the supplies, materials, equipment, or services are found to be defective in material, workmanship, performance, or otherwise do not conform with the specifications, the Government shall have the right to reject the items or require that they be corrected. The number of days required for correction will be determined by the Government.
28. **MOTOR VEHICLE SAFETY REQUIREMENTS:** The Government will only consider Bids on motor vehicles which comply with the requirements of the National Traffic and Motor Vehicle safety Act of 1966 (Public Law 89-563) and Clean Air Act as amended (Public Law 88-206), that are applicable to Guam. Bidders shall state if the equipment offered comply with these aforementioned Federal Laws.
29. **SAFETY INSPECTION:** All motor vehicles delivered under this contract must pass the Government of Guam Vehicle Inspection before delivery at destination.

- [X] 30. GUARANTEE:**
- a) **Guarantee of Vehicle Type of Equipment:**
The successful bidder shall guarantee vehicular type of equipment offered against defective parts, workmanship, and performance, for a period of not less than one (1) year after date of receipt of equipment. Bidder shall also provide service to the equipment for at least one (1) year. Service to be provided shall include, but will not be limited to tune ups (change of spark plugs, contact points and condensers) and lubrication (change of engine and transmission oil). All parts and labor shall be at the expense of the bidder. All parts found defective and not caused by misuse, negligence or accident within the guarantee period shall be repaired, replaced, or adjusted within six (6) working days after notice from the Government and without cost to the Government. Vehicular type of equipment as used in this context shall include equipment used for transportation as differentiated from tractors, backhoes, etc.
 - b) **Guarantee of Other Type of Equipment:**
The successful bidder shall guarantee all other types of equipment offered, except those mentioned in 31a, above, against defective parts, workmanship, and performance for a period of not less than three (3) months after date of receipt of equipment. Bidder shall also provide service to the equipment for at least three (3) months. All parts found defective within that period shall be repaired or replaced by the Contractor without cost to the Government. Repairs, adjustments or replacements of defective parts shall be completed by the contractor within six (6) working days after notice from the Government.
 - c) Compliance with this Section is a condition of this Bid.
- [X] 31. REPRESENTATION REGARDING ETHICS IN PUBLIC PROCUREMENT:** The bidder or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a Government employee to breach any of the ethical standards and represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth on Chapter 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.
- [X] 32. REPRESENTATION REGARDING CONTINGENT FEES:** The contractor represents that it has not retained a person to solicit or secure a Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business (GPR Section 11-207).
- [X] 33. EQUAL EMPLOYMENT OPPORTUNITY:** Contractors shall not discriminate against any employee or applicant of employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that employees are treated equally during employment without regards to their race, color, religion, sex, or national origin.
- [X] 34. COMPLIANCE WITH LAWS:** Bidders awarded a contract under this Solicitation shall comply with the applicable standard, provisions, and stipulations of all pertinent Federal and/or local laws, rules, and regulations relative to the performance of this contract and the furnishing of goods.
- [X] 35. CHANGE ORDER:** Any order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-03.1 of the Guam Procurement Regulations.
- [X] 36. STOP WORK ORDER:** Any stop work order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-04.1 of the Guam Procurement Regulations.
- [X] 37. TERMINATION FOR CONVENIENCE:** Any termination order for the convenience of the Government issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101.10 of the Government Procurement Regulations.
- [X] 38. TIME FOR COMPLETION:** It is hereby understood and mutually agreed by and between the contractor and the Government that the time for delivery to final destination or the timely performance of certain services is an essential condition of this contract. If the contractor refuses or fails to perform any of the provisions of this contract within the time specified in the Purchase Order (from the date Purchase Order is acknowledged by vendor), then the contractor is in default. Defaults will be treated subject to and in accordance with the provisions of Section 6-101-08 of the Guam Procurement Regulations.
- [X] 39. JUSTIFICATION OF DELAY:** Bidders who are awarded contracts under this Solicitation, guarantee that the goods will be delivered to their destination or required services rendered within the time specified. If the bidder is not able to meet the specified delivery date, he is required to notify the Chief Procurement Officer of such delay. Notification shall be in writing and shall be received by the Chief Procurement Officer at least twenty-four (24) hours before the specified delivery date. Notification of delay shall include an explanation of the causes and reasons for the delay including statement(s) from supplier or shipping company causing the delay. The Government reserves the right to reject delay justification if, in the opinion of the Chief Procurement Officer, such justification is not adequate.
- [X] 40. LIQUIDATED DAMAGES:** When the contractor is given notice of delay or nonperformance as specified in Paragraph 1 (Default) of the Termination for Default Clause of this contract and fails to cure in the time specified, the contractor shall be liable for damages for delay in the amount of one-fourth of one percent (1%) of outstanding order per calendar day from date set for cure until either the territory reasonable obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contractor's delay or nonperformance is excused under Paragraph 40 (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this contract, liquidated damages shall not be due the territory. The contractor remains liable for damages caused other than by delay (GPR Section 6-101-09.1).
- [X] 41. PHYSICAL LIABILITY:** If it becomes necessary for the Vendor, either as principal, agent or employee, to enter upon the premises or property of the Government of Guam in order to construct, erect, inspect, make delivery or remove property hereunder, the Vendor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of any accidents, injuries or damages to any person or property during the progress of the work herein covered, and to be responsible for, and to indemnify and save harmless the Government

of Guam from the payment of all sums of money by reason of all or any such accidents, injuries or damages that may occur upon or about such work, and fines, penalties and loss incurred for or by reasons of the violations of any territorial ordinance, regulations, or the laws of Guam or the United States, while the work is in progress. Contractor will carry insurance to indemnify the Government of Guam against any claim for loss, damage or injury to property or persons arising out of the performance of the Contractor or his employees and agents of the services covered by the contract and the use, misuse or failure of any equipment used by the contractor or his employees or agents, and shall provide certificates of such insurance to the Government of Guam when required.

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

Name: Jennifer Sgambelluri

Title: Sr. Account Manager

Address: 624 N Marine Corps Drive
Tamuning, Guam 96931

Telephone: 644.0116/488.5522

COPY

Felix P. Camacho

Governor



GENERAL SERVICES AGENCY

(Ahensian Setblision Hinirat)
Government of Guam
148 Route 1 Main Drive
Piti, Guam 96915

Michael W. Cruz

Lt. Governor

Lourdes M. Perez
Director, Dept. of Administration

Joseph C. Manibusan
Deputy Director

November 04, 2009

INVITATION TO BID NO. GSA-004-010

Telephone Service and Equipment

There will be a site visit tomorrow November 5, 2009 for the above Invitation Bid at 2:00 P.M. at 770 East Sunset Blvd., Suite 280 Tiyan.

Claudia S. Acfalle
Chief Procurement Officer

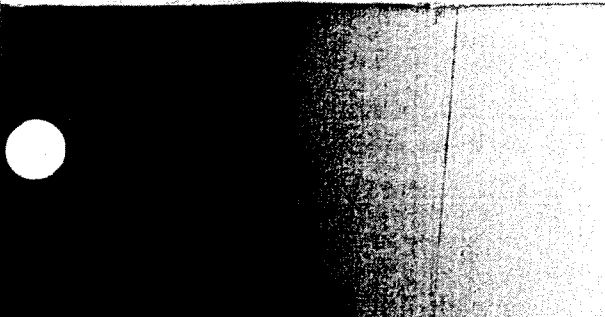
11/4/09
DATE

ACKNOWLEDGEMENT COPY

RECEIVED BY: _____

DATE: _____

GTA Attn: Jennifer: 644-0103





Overview

GTA is an authorized reseller of Nortel Networks' Centrex solutions. Centrex features via the Public Switch Telephone Network allow GTA customers the opportunity to tailor their telephone system to meet their changing needs. This arrangement is particularly desirable for businesses that require two lines or more.

Using Centrex solutions, you get the power, performance, and reliability you need for day-to-day business operations, along with the flexibility your long-term business strategy demands. Centrex lets you order and pay for additional capacity when you need it—critical for growing companies and those with seasonal or temporary demands. Additionally, Centrex offers unprecedented networking capabilities. You can easily incorporate remote company locations, telecommuters, and even existing private networks into your Centrex system at any time, without the need for private trunks.

Our expert consultants will work with your information technology department to understand your telecommunications requirements for the purpose of helping you select the right Centrex options. Understanding the various configuration requirements for a telephone switch can be complex. Every business has a distinctive mission that requires particular accoutrements. GTA consultants are available to work with you to help you determine your telephone needs.



BASIC CENTREX SYSTEM FEATURES

AUTOMATIC ID OF OUTWARD DIAL: Identifies all calls leaving the customer group by the station number from which calls are placed.

DIRECT INWARD DIAL: Enables a station user to receive local or long distance calls from outside of the customer group without aid of the attendant.

DIRECT OUTWARD DIAL: Allows a station user to place local or long distance calls outside of the customer group, without aid of the attendant.

CUSTOMER GROUPS: A collection of stations having an inter-station abbreviated dialing plan for station-to-station calling and a common access to the public switched network.

STATION TO STATION CALLING: Permits the station users of a customer group to call each other.

TONE DIALING: Equips all stations for tone dialing.

BASIC FEATURE SETS

CALL FORWARDING: Permits a station user to forward calls that encounter busy and/or no answer conditions, or all calls, to a predefined destination.

CALL HOLD: Enables a station user to put a call on hold and later retrieve the held call. The station user can place another call while the initial call is on hold.

CALL PICKUP: Permits a station user to dial a code to answer a call which is ringing at another station within the call pickup group.

CALL TRANSFER: Allows a station user to transfer a call to another party.

CALL WAITING: Alerts a station user, on an existing call, of a third party call attempt.

000V



The Meridian® 6320 represents the next generation in the development of digital Centrex telephones. With sleek new styling and both headset ports and handsfree speakerphone, the M6320 is ideally suited for both medium/large enterprise and call center environments.



Meridian® 6320 Centrex Terminal

Key Features:

- Sleek new design
- 13 Programmable Feature Keys
- Automatic Prime Line Selection
- LCD Indicators
- Enhanced Speakerphone
- Dual Headset Jack
- Visual Message Waiting
- Hold, Release and Mute Keys
- Adjustable 2-line x 24-character Liquid Crystal Display
- Compatible with M622 Expansion Module
- Visual Ringing Indicator
- Multiple Language Presentation
- Call Timer

proven

expandable

powerful

FROM TAPEX TELCOM. BUILDING A WORLD OF BUSINESS TELPHONES



B E N C H M A R K P E R F O R M A N C E A N D P O W E R

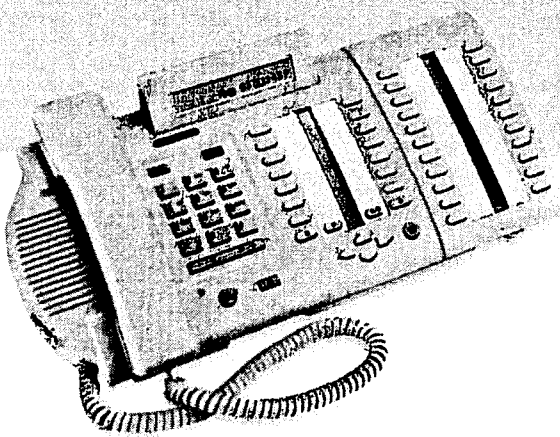


VALUE

SCREEN

LEGACY

The M622 Meridian® Mate
Expansion Module is compatible
with M6320.



Meridian® 622 Centrex Terminals

Key Features:

- 22-button expansion unit, with associated LCD indicators, providing additional keys for lines or features
- Up to two units can be used, for a total of 44 extra programmable buttons
- Combined with Meridian® Digital Centrex, the M622 offers effective mini-console capabilities

expandable

proven

powerful



Sold by:



TWAcomm.com
http://www.TWAcomm.com
Toll Free: (877) 892-2668

BUSINESS TOOLS FROM AASTRA TELECOM. BUILDING A WORLD OF BUSINESS TELEPHONE SOLUTIONS.

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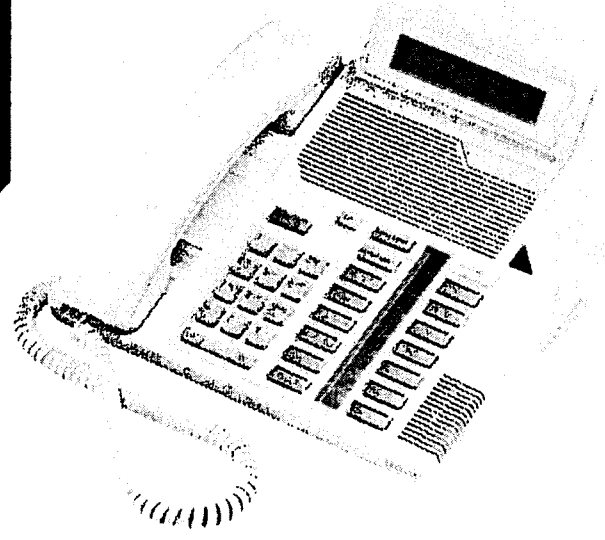
B E N C H M A R K P E R F O R M A N C E A N D P O W E R



COPY

VALUE
SCREEN
LEGACY

With LCD and third generation handsfree capability, the M5316 offers powerful time-saving and productivity features. This phone is designed to maximize use of Meridian® Digital Centrex features and recommended for busy professionals who conduct much of their business by phone.



Meridian® 5316 Business Set with Display and Hands-free Capability

proven

expandable

powerful

Key Features:

- Single-line set with multi-line functionality
- Extra wide, 2-line X 24-character display
- Capability for Calling Name and Number Delivery
- Reason Display to give users additional call information, such as whether a call has been forwarded
- Handsfree capability, using third generation technology
- Visual ringing indication
- Larger keypad buttons
- Thirteen system programmable keys for feature access or directory numbers
- Hearing aid compatible

COPY

M5312 Station Review Sheet

(display, speaker phone, handsfree)

*USER NAME: _____

**LEN: _____

**CURRENT LOCATION: _____

_____ **new phone-**
*Location: _____
Bldg. / Floor / Room

_____ **move phone-**
**To: _____
Bldg. / Floor / Room

_____ **change set type**
_____ **key changes**
_____ **add voice mail ('O' option to _____)**

_____ **existing voice mail**



Key	Feature	Ring	Primary	Key	Feature	Ring	Primary
	Handsfree			9			
11				8			
10				7			

6			
5			
4			

3			
2			
**1		X	X

Instructions: Please check appropriated action being requested and complete form as follows:

Location is required on all requests

For new - fill in keys as you want phone to look when complete. Key 1 should indicate 'NEW #'

For set type change - use form to indicate set type being requested. Key 1 should be existing number. Fill in as you want phone to look when complete. Fill in LEN (not available on single line sets)

For move - fill in Key 1, LEN, current location and new location. Only complete other keys if changes are needed.

For key changes - fill in key 1, LEN and ONLY keys you want changed.

For adding voice mail - please indicate which button will be 'Message' indicator.

****required fields**

****required but not for new phone**



COPY

IP Telephony

Contact Centers

Mobility

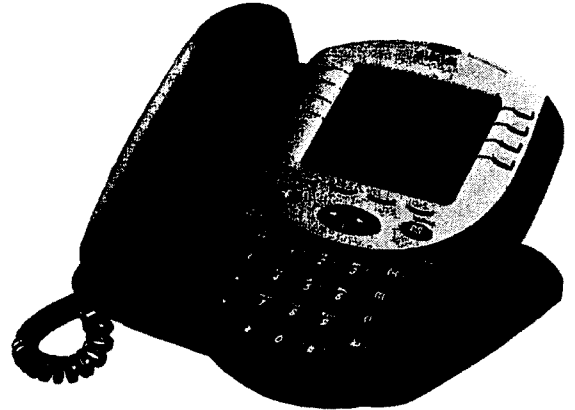
Services

**FACT
SHEET**

2400 Series Digital Telephones

Overview

Avaya 2400 series digital telephones deliver advanced productivity-boosting features, including a large display, key labeling and a 100-entry call log. They are designed for both general business and contact center needs.



Capabilities

The Avaya 2400 series digital telephones come standard with the following capabilities:

- The 2400 series digital telephones simplify access to important features with:
 - Up to 10 fixed feature keys with global-ready icons: Hold, Conference, Transfer, Drop, Redial, Mute, Volume Up/Down, Speaker, Message and Feature (to access additional dial pad features)
 - Up to 24 programmable call appearance/feature keys that are electronically labeled
 - 4 menu/display navigation keys (2410 and 2420 only)
- Call Log and Speed Dials (except 2402)
- Two way speakerphone (except 2402)
- Message waiting indicator
- Built-in headset jack (except 2402)
- 8 personalized ring patterns
- Hearing aid compatibility
- Investment protection with downloadable firmware (except 2402)
- Wall mountable with included desk/wall mount stand
- Local language customization for phone menu (except 2402)

Benefits

The 2400 series telephones bring Avaya state-of-the-art technology directly to your desktop, delivering efficient service and superior voice quality, along with cutting-edge communications features. Label-less call appearance/feature keys simplify administration. Local call log and speed dial directory enhance productivity.

Avaya Advantage

Electronic key labels
eliminate paper labels,
simplifying phone
administration and
management.

AVAYA

COPY

IP Telephony

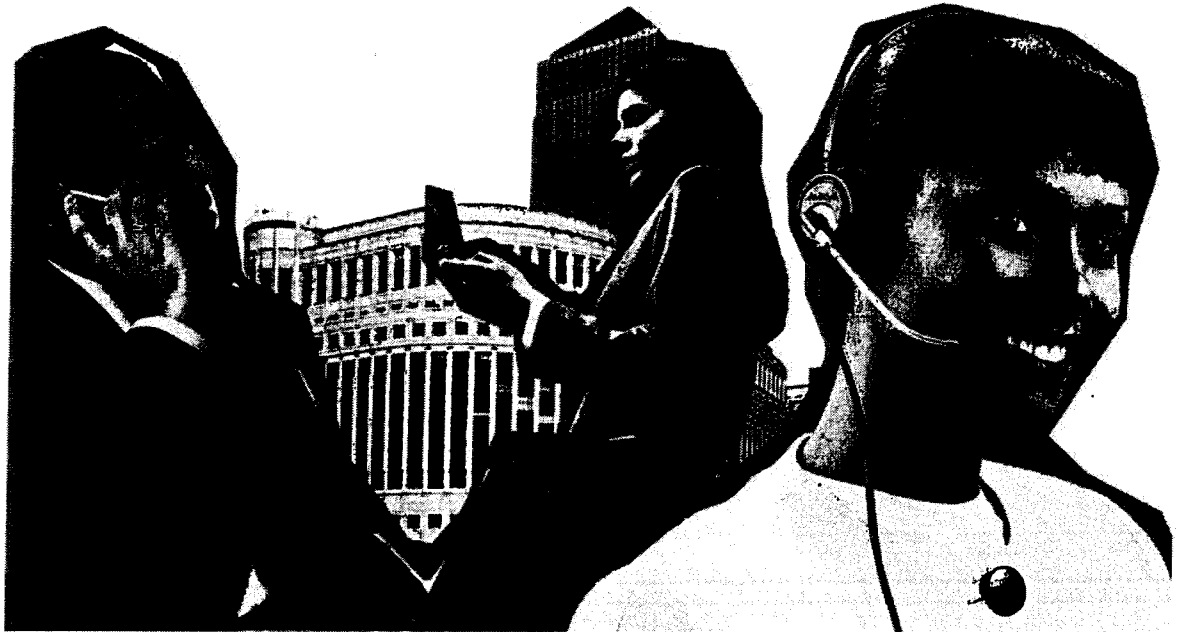
Contact Centers

Mobility

Services

Avaya Media Servers and Avaya Media Gateways

OVERVIEW



The Converged Infrastructure portfolio extends the power of converged networks across your enterprise to help you triumph over the bottom-line realities of business: the need to drive revenue, reduce costs, redeploy resources and serve customers better every day.

Communication equals a competitive advantage. Today's enterprise is changing. As organizations enter new markets, open branches closer to customers and introduce remote work options, they become increasingly distributed and mobile. Yet more than ever they must run lean while gaining full value from every resource.

The Avaya Converged Infrastructure is designed to build on your existing communication investments and deliver the availability and security you require. So your enterprise can pursue opportunities freely, and maximize the effectiveness of people and processes.

With an Avaya Multi-Vantage solution you receive the benefits of Intelligent Communications. This modular architecture of media servers brings Avaya Communication Manager call processing and control through a distributed network of media gateways, to adapt to your enterprise's

needs. This software delivers uniform telephony services to headquarters, branch locations and mobile users all across your enterprise. Here is a cost-effective, reliable and highly flexible telephony solution—networked and based on open-standards—for one location or multiple sites, regardless of scale or distance. Intelligent Communications equals RIGHT TIME, RIGHT DEVICE, RIGHT PERSON, RIGHT NETWORK

Now you can choose your own path to convergence, at your own pace. . . with confidence.

**Avaya Communication Manager
Powering the benefits of IP Telephony
through Avaya Media Servers and Gateways**

Avaya Communication Manager is high-quality, high performance voice-application software with rich call

processing capabilities, and contact center functions. It supports widely accepted application-programming interfaces that enable a range of Avaya and third-party applications. This software, designed to meet country-specific networking requirements, brings continuous communications and application innovation to your enterprise, whether local or global.

Flexibility Avaya Communication Manager is the core of the Avaya MultiVantage™ Communications Applications, and helps support IP telephony solutions. It offers midsize to large enterprises greater flexibility. This software delivers applications over multi-protocol networks, so you can move to a converged network where and when it makes sense. It provides networking capabilities so you can extend applications to the edge of your organization. Avaya Communication Manager provides enhanced, distributed, standards-based networking that you can extend to communications devices such as cellular phones, PCs, and Pocket PC devices.

Scalability Supporting up to 12,000 IP endpoints on one system, and up to 1 million users per network, Avaya Communication Manager delivers scalability to Avaya Media Servers and Gateways. It provides up to three times the intelligent call processing capability of the largest Avaya DEFINITY Server—up to 420,000 busy-hour call completions. You can scale up a single network to support a large headquarters location and scale down to the smallest remote office, cost effectively and reliably. This software supports a uniform dial plan of up to 7 digits.

Availability Your network needs to be available 24/7, without compromise, to help drive your business results. To help meet that goal, Avaya Communication Manager brings decades of reliability and performance in software design into the world of IP telephony. Proactive remote monitoring and maintenance combined with built-in self-diagnostics and self-healing capabilities provide enterprises the highest levels of business continuity. In all, Avaya Communication Manager provides up to 99.999% reliability.

The Avaya communications architecture enhances survivability with powerful options ranging from Enterprise Survivable Servers placed strategically

throughout an enterprise to maintain operations when the connection to the primary or even the secondary server fails, to branch gateway recovery features such as modem dial back-up and enhanced Local Survivable Processors that keep remote locations up and running with 100% Avaya Communication Manager feature availability.

Avaya Media Servers and Avaya Media Gateways

As integral components of the Avaya Converged Infrastructure, Avaya Media Servers and Media Gateways provide highly flexible, scalable, and standards-based building blocks that can be mixed and matched to create customized solutions. They enable the centralized management efficiency of a single, streamlined network—while delivering best-in-class call-processing quality and availability that have made Avaya the communication solution provider more than 90% of FORTUNE 500® companies rely on every day.

Media Server/Gateway Matrix

Powered by Avaya Communication Manager, Avaya Media Servers and Gateways can be mixed and matched to create custom convergence solutions to meet your individual enterprise needs. The matrix which follows provides a broad-brush overview of the different media server/gateway offerings and their features. Consider the information below when reviewing the server/gateway combinations in the matrix.

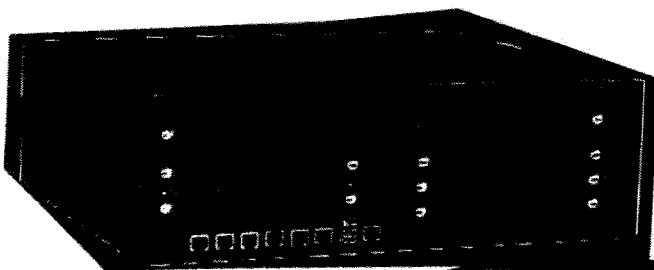
Interoperability Standards: H.323, H.248, QoS, DiffServ, Via Controlling Media Server & Media Gateway: H.323, H.320 MMCH

Network Standards: All the following solutions support IP, ISDN-PRI, Q.Sig, and DCS

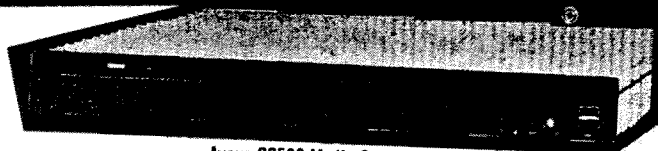
Application Interface Standards: All the following solutions support TSAPI, TAPI, JTAPI, DAPI, and ASAI, except for R300, which supports TSAPI, TAPI, and JTAPI only

System Management: All the following solutions are supported by Avaya Integrated Management.

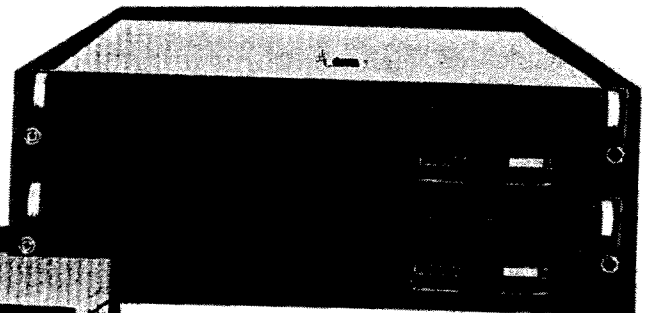
	S8300 Media Server	S8400 Media Server	S8500 Media Server	S8710 Media Server	S8720 Media Server
Form Factor	Simplex Blade that resides within media gateway slot	Simplex TN Card that resides in G650 Gateway Slot	Simplex Server Rack Mountable	Duplicated Server Rack Mountable	Duplicated Server Rack Mountable
Operating System	Linux	Linux	Linux	Linux	Linux
Number of Stations	Up to 450 IP digital, analog	Up to 900 IP digital, analog	Up to 2,400 IP digital, analog	12,000 IP Up to 35,000 total stations	12,000 IP Up to 36,000 total stations
Busy Hour Call Completions (BHCC)	Up to 10,000	Up to 10,000	Up to 100,000	Up to 400,000	Up to 540,000
Hot Swappable	No	No	Yes - Compact flash, Modems	Yes - Servers, UPS	Yes - Servers, UPS
Survivability	Yes	No	Yes	Yes	Yes
Redundancy	No	No	Yes	Yes	Yes
ESS	No	No	Yes	Yes	Yes
LSP	Yes	No	Yes	Yes	Yes



Avaya G350 Media Gateway



Avaya S8500 Media Server



Avaya S8710 Media Server

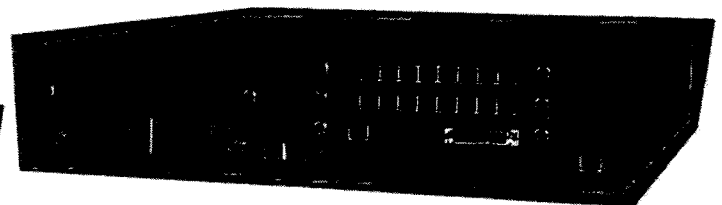
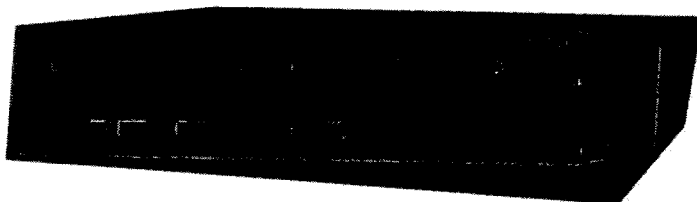
	G250 Media Gateway	G350 Media Gateway	G700 Media Gateway	G650 Media Gateway
Call Controller Support	External via S8300, S8500 and S8700/S8710/S8720 Internal via S8300 Media Server	External via S8300, S8500 and S8700/S8710/S8720 Internal via S8300 Media Server	External via S8300, S8500 and S8700/S8710/S8720 Internal via S8300 Media Server	External via S8500 and S8700/S8710/S8720 Internal via S8400 Media Server
Scalability	Up to 14 extensions Up to 4 trunks	Standalone system for up to 40 extensions	Up to 450 endpoints Up to 450 trunks	Up to 5 units within a port network
Trunk Support	Analog ISDN BRI E1/T1 IP (H.323 or SIP)	Analog ISDN BRI/PRI T1/E1 Gigabit Ethernet IP (H.323 or SIP) over Frame Relay or PPP	Analog ISDN BRI/PRI T1/E1 Gigabit Ethernet IP (H.323 or SIP) over Frame Relay or PPP ATM	Analog ISDN BRI/PRI T1/E1 ATM H.323 or SIP over IP

Avaya Media Servers

The Avaya family of media servers provides a robust application platform based on industry-standard operating systems to support distributed IP networking and centralized call processing across multi-protocol networks. These servers are available as an integrated solution or can operate independently, with ability to handle up to 420,000 busy-hour call completions.

Key features:

- The Avaya Enterprise Survivable Server (ESS) solution allows a business to have greater flexibility of consolidation by providing new survivability options.
- Redundant, survivable call and media processing supports crucial business continuity



Avaya S8300 Media Server with an Avaya G700 Media Gateway

- Distributed, survivable IP networking supports campus, global multi-site, and branch environments
- Centralized call processing distributed across multi-protocol networks support a highly diversified network architecture
- Multiple media server options, including integrated or stand-alone configurations, based on Pentium class processing capabilities
- Messaging integration with the Avaya IA770 INTUITY™ AUDIX® application in the Avaya S8300 Media Server
- Redundant system and network options that support high-availability configurations for both TDM and IP-based solutions
- Designed for distributed networked telephony, extending the benefits of Avaya Communication Manager to all enterprise users regardless of location
- Connectivity across any public or private network using a variety of interface options over TDM, ATM, Ethernet, Frame Relay, or PPP
- Survivability features and options that allow gateways to continue operating even if the primary media server fails or in the event a WAN failure affects communications between the gateway and the media server.
- High-density 19" rack-mountable systems that support high-availability IP Connect upgrades from Avaya DEFINITY PBX/servers

Avaya Media Gateways

Designed to extend the power of Avaya Communication Manager software to all users in the enterprise, Avaya Media Gateways address your need for converged solutions that support both TDM and IP telephony environments by seamlessly integrating traditional circuit-switched and IP-switched interfaces.

This gives your enterprise great flexibility to adapt to changing business needs. Avaya Gateways allow your organization to evolve easily from TDM-based telephony to the next generation of IP infrastructures, including those based on the open SIP (Session Initiation Protocol) standard.

Avaya Media Gateways are available in compact standalone, stackable, and chassis-based configurations that support Analog, Digital, IP PoE, LAN, and WAN interfaces. They are optimized for blended TDM/IP and all IP environments in distributed enterprises, small remote offices and large campus environments with thousands of users.

Key Features

- Interoperable with standards-based data networks to provide maximum flexibility and reduce total cost of ownership
- Support multi-protocol environments, maximizing investment protection for enterprises that require concurrent support of TDM and IP-based telephony

Avaya G250 Media Gateway

The G250 is designed to meet the communications needs of small branch offices by connecting everyone in an organization and delivering the full set of enterprise communication features to the branch employees. The gateway is designed to support offices with up to 14 users and comes with analog, ISDN-BRI or T1/E1 trunk ports to provide local connections. Integrated switched 10/100 PoE Ethernet ports connect to PCs and IP telephones eliminating the need for additional branch network equipment as well as digital telephones, protecting your previous investment. An Ethernet WAN port is provide for connecting to the centrally located media server over the WAN network, or alternatively, a WAN Media Module can be installed for E1/T1 or USP WAN connectivity. The G250 provides Standard Local Survivability in the event of a WAN failure so branch employees can still communicate. It can also deliver 100% of Communication Manager features by reconnecting to the primary or a secondary media server using modem dial back-up or with Enhanced Local Survivability which can be provided by installing an S8300 Media Server inside the G250 gateway.

Avaya G350 Media Gateway

The G350 is a powerful converged networking device that packs an IP Telephony Gateway, an advanced IP WAN router and a high-performance LAN switch into a compact modular chassis. It's ideal for enterprises with distributed branch office locations requiring from 8-40 extensions.

The G350 easily accommodates existing on-site analog or digital phones, so you can extend the value of existing telephony investments even as you evolve toward H.323 or SIP-based telephony. The G350 makes it easy to add IP phones, wireless gateways, or any 802.3af compliant device into the network, and provides similar flexibility in trunk connectivity. The G350 has several survivability options that maintain operations in the event a WAN failure affects connectivity to the centrally located media server. The gateway can reconnect to the primary or a secondary media server using modem dial back-up and can also have Enhanced Local Survivability by installing an S8300 Media Server inside the gateway.

Avaya G700 Media Gateway

The G700 Media Gateway is the ideal solution for mid-sized systems, call center applications, or use as a networked gateway for larger branch office locations, linked to a central Avaya Media Server.

The G700 Gateway is designed for growth. With the Avaya Octaplane® Stack Module, up to 10 G700 Media Gateways can be stacked together. The Octaplane even supports integration with the Avaya C360 and P330 Converged Stackable Switches to provide a complete voice/data networking solution. For mid-sized enterprises, an installed S8300 Media Server working with the G700 Gateway serves as a primary call controller for call centers up to 300 agents, or as a business communications system for up to 450 users.

Avaya G650 Media Gateway

The G650 Media Gateway is the system of choice for large-scale enterprise communications and call centers. Designed for campus deployments with connection to an external Avaya S8500 or S8710/20 Media Server over the enterprise LAN or an inter S8400 Media Server, the G650 offers the features, scalability, and system uptime required for mission-critical applications. Up to five G650 Media Gateways can be combined to form a high-capacity port network that can be integrated into many existing telephony networks, supporting voice connectivity over IP, TDM, or ATM transport.

Maximize converged network investments with Avaya Global Services

Avaya Global Services offers a single point of accountability to design, build, and manage multi-vendor communications networks worldwide. From needs assessment to business continuity planning, from integration to maintenance and management, Avaya Global Services can help you do more than ever before, with less than ever before. Plus, we provide a single point of accountability for voice and data convergence in multi-vendor environments, providing you with the confidence and ability to reap business results at your own pace.



To learn more, talk to an Avaya Client Executive or Authorized BusinessPartner. For more information about Avaya and our other award-winning solutions, visit avaya.com.

About Avaya

Avaya enables businesses to achieve superior results by designing, building and managing their communications infrastructure and solutions. For over one million businesses worldwide, including more than 90 percent of the FORTUNE 500[®], Avaya's embedded solutions help businesses enhance value, improve productivity and create competitive advantage by allowing people to be more productive and create more intelligent processes that satisfy customers.

For businesses large and small, Avaya is a world leader in secure, reliable IP telephony systems, communications applications and full life-cycle services. Driving the convergence of embedded voice and data communications with business applications, Avaya is distinguished by its combination of comprehensive, world-class products and services. Avaya helps customers across the globe leverage existing and new networks to achieve superior business results.

AVAYA

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Avaya G430 Media Gateway

The Avaya G430 Media Gateway provides a cost effective, scalable and secure platform for delivery of Avaya Communication Manager-based IP telephony applications. It is targeted to small to midsize branch offices and medium size standalone businesses. Like other Avaya Media Gateways, it can be configured to extend Communication Manager features and applications to branch offices at the edge of the enterprise network.

Product Details

The Avaya G430 Media Gateway consists of a 1.5U high, 19" rack mountable chassis with DSP resources and memory. It has three Media Module slots that host a combination of interface boards to support T1/E1, ISDN-BRI, digital or analog telephones and analog trunks. The first Media Module slot can also host an S8300 Server to provide integrated IP Telephony for standalone businesses or mission-critical survivability for branch office-deployed G430s.

Important G430 capabilities include:

Built-in interfaces include two 10/100 Base-T LAN ports, one 10/100 Base-T WAN port, two USB ports, services port, Contact closure adjunct port, Compact Flash slot for additional announcements storage.

DSP Resources are available as fixed 20 channels on the G430. In addition a daughterboard can be added. The daughterboard can be implemented in 10, 20 or 80 channel. The maximum capacity

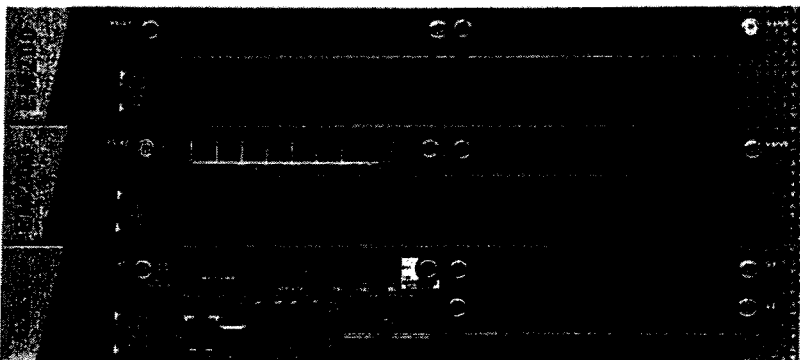
is 100 channels. Codecs supported include G.711, G.729, and G.726.

Rich Survivability features The G430 supports standard Local Survivability *and* Enhanced Local Survivability (LSP with S8300 Server)

Basic routing capabilities including OSPF, RIP, and VRRP support. The G430 can also connect to an external WAN device via fixed 10/100 Ethernet WAN router port, which support traffic shaping to match data transfer rates with available WAN bandwidth.

Enhanced Quality of Service including Dynamic Call Admission Control for improved bandwidth utilization and Respond Time Report for better WAN monitoring.

Advanced Security including VPN support, SRTP encryption, SSH/SCP, SNMP v3 support, secrets management.



Features and Benefits

- **Cost Effective Scalability**

The G430 is scalable platform. Additional slots and/or DSP resources can be added to accommodate the needs of a growing branch. Slots are added with the EM200. DSP channels can be added to the G430 as needed.

- **Resiliency**

The G430 delivers a variety of voice survivability options to help ensure that the branch can continue to function effectively in the event of network outages. By using an S8300 Server in Local Survivable Processor (LSP) mode, full-featured IP telephony is restored quickly when the WAN link between the main S8XXX Server and the remote G430 is broken. Even without the LSP, the G430 supports Standard Local Survivability, where basic telephony features are available when the WAN link fails. In addition features such as Modem dial back up and RTR help to maintain the connectivity to the main site.

- **Enhanced Security protects Sensitive Information**

The G430, like other Media Gateways, helps to encrypt voice traffic and signaling over the IP network to prevent eavesdropping. In addition, the G430 supports advanced security features such as comprehensive secrets management, SSH/SCP and SMNP v3 so network managers can securely configure and manage the G430.

- **Branch Standardization**

The G430 design and cost-effectiveness enables branch standardization. The G430 can be deployed everywhere in the small and mid-sized branches while varying in the number of slots or DSP resources.

Specifications

Physical

- Dimensions (H x W X D) : 2.62 in. (66.5 mm) x 19 in. (482.6 mm) x 12.8 in. (325 mm)
- Weight of empty chassis: less than 5kg
- Power: 90V-264V AC, 48-62 Hz

Environmental

- Operating Temperature: +0°C to +40°C
- Humidity: 10%-90% relative humidity, non-condensing
- Front clearance: 30 cm
- Rear clearance: 45 cm
- Operating Altitude: up to 3000 m

G430 interfaces

- 2 10/100 Base T LAN ports
- 1 10/100 Base T WAN ports
- 2 USB ports
- Services port for services and maintenance access
- Contact closure adjunct port

Media Module Slots

- 7 media module slots (G430+ 2 EM200), supporting up to 7 telephony media modules, 1 S8300 Server

Media Modules

- MM711 8 port Analog Media Module
- MM714 4 trunk + 4 telephone Analog Media Module
- MM714B 4 trunk + 4 telephone Analog with ETR Media Module



- MM716 24 port Analog Media Module
- MM712 8 port DCP Media Module
- MM717 24 port DCP Media Module
- MM710 1 port T1/E1 Media Module
- MM720 8 port BRI Media Module
- MM722 2 port BRI Media Module
- Maximum IP Telephones: 150 (w/S8300 Server)
- Maximum BRI Telephones: 112
- Maximum BRI Trunks: 56
- Maximum T1/E1 to IP Trunks: 4T1/3E1 (limited by DSP resources)
- Maximum T1/E1 for Tandem Switching: 7T1/E1

Capacities

- Busy Hour Call Completions: 2400
- Chassis slot count: 7 Media Module Slots (with 2 EM200)
- DSP Channels: 20 on the G430 scale to 100
- Touch Tone Receivers: 32
- Announcements: 15 Playback; 1 Record
- Announcement and MOH Storage: 45 Minutes/ 4 hours with memory upgrade kit
- Maximum DCP/Analog endpoints: 152
- Maximum G430s per S8500/S87XX Server: 250
- Maximum G430s per S8300 Server: 50

Telephone Compatibility

- Avaya 4600, 9600 and 1600 Series IP Telephones
- Avaya 2400, 6400 and 8400 Series Digital Telephones
- Avaya or other analog telephones

Server/Application Options

- Avaya S8300 Server running as either a Local Survivable Processor (LSP) or Primary Call Controller
- Communication Manager Messaging Application (on S8300)

Routing/Switching Features

- OSPF, RIP, PPPoE, VRRP
- RTP Header Compression
- Dynamic Call Admission Control
- WFVQ (Weighted Fair Voice Queuing)

- Traffic shaping
- 802.1p/q VLAN tagging
- Inter-VLAN routing
- Port redundancy
- 802.1d/802.1w Spanning Tree/Rapid Spanning Tree support

Agency/Type Approvals

- FCC part 15 and 68, CE Mark, A Tick Mark, China CCC and MII, Japan Telecom, BSMI, VCCI, Canadian ICES-003, UL, GOST, Russian Telecom Ministry, NOM NYCE, COFETEL, ANATEL

Requirements

The Avaya G430 Media Gateway requires Avaya Communication Manager 5.2, which must be purchased separately.

Learn More

For more information about how the Avaya G430 Media Gateway may be leveraged to support your business, please contact your Avaya Client Executive, Avaya Authorized BusinessPartner or visit us at avaya.com.

About Avaya

Avaya is a global leader in enterprise communications systems. The company provides unified communications, contact centers, and related services directly and through its channel partners to leading businesses and organizations around the world. Enterprises of all sizes depend on Avaya for state-of-the-art communications that improve efficiency, collaboration, customer service and competitiveness. For more information please visit www.avaya.com.

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INTELLIGENT COMMUNICATIONS

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EXPIRES: JUNE 30, 2010

BUSINESS LICENSE

SRL NO: 1009088

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Retail

ACCOUNT NO. 30-200400826-002

ISSUED TO:

TELEGUAM HOLDINGS, LLC

DOING BUSINESS AS:

MPULSE

TYPE OF LICENSE:

SALE OF TELECOMMUNICATIONS EQUIPMENT

BUSINESS LOCATION:

LOT 10063-NEW DEDEDO GUAM

MAILING ADDRESS:

320 N MARINE CORPS DR

624 N. MARINE CORPS
DRIVE TAMUNING GUAM

TELEPHONE: HOME

BUSINESS 544-0000
ZIP: 96913

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PENALTY	00
TOTAL FEE	100 00

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JUN 04 2009

TREASURER OF GUAM

Artemio B. Ilagan
ARTEMIO B. ILAGAN

DIRECTOR OF REVENUE AND TAXATION



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P.O. Box 23607
Barrigada, Guam 96921
www.guamtax.com

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SRL NO: 100909

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Service
ACCOUNT NO. 13-200400826-007

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DOING BUSINESS AS:	MPULSE	PENALTY	00
TYPE OF LICENSE:	TELECOMMUNICATION SERVICES	TOTAL FEE	50 00

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BUSINESS LOCATION: LOT 62-1-5-R10 SINAJANA (#302 S RT 4)
STE#204 AGANA SHOPPING CENTER)
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ARTEMIO B. ILAGAN

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ACCOUNT NO. 20-200400826-003

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DOING BUSINESS AS:	GTA SERVICES	PENALTY	00
TYPE OF LICENSE:	WHOLESALE OF LONG DISTANCE CALLING CARDS	TOTAL FEE	100 00

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JUN 01 2009

COMMUNICATION EQUIPMENT & RELATED ACCESS

BUSINESS LOCATION:

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#13

MAILING ADDRESS:

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624 N MARINE CORPS DRIVE
TAMUNING GUAM

ZIP: 96913

TELEPHONE: HOME

BUSINESS

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SRL NO: 100908

R
 Retail
 ACCOUNT NO. 30-200400826-004

FEE	100.00
PENALTY	00
TOTAL FEE	100.00

ISSUED TO: TELEGUAM HOLDINGS, LLC

DOING BUSINESS AS: GTA SERVICES

TYPE OF LICENSE: SALE OF TELECOMMUNICATIONS HARDWARE
 & ACCESSORIES

PAID

BUSINESS LOCATION: LOT 2145-R2 #199 CHLN SAN ANTONIO STE

JUN 04 2008

200 TAMUNING GUAM

MAILING ADDRESS:

624 N MARINE CORPS DRIVE

TAMUNING GUAM

TELEPHONE: HOME

ZIP: 96913
 BUSINESS 644-0000

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Antonio B. Illagan
 ARTENIO B. ILLAGAN

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BUSINESS LICENSE

SRL'NO: 100907

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 Service ACCOUNT NO. 13-200400826-004

ISSUED TO:	TELEGUAM HOLDINGS LLC	FEE	50 00
DOING BUSINESS AS:	GTA TELECOM	PENALTY	00
TYPE OF LICENSE:	REPAIR OF TELECOMMUNICATION EQUIPMENTS (NO INSTALLATIONS)	TOTAL FEE	50 00

PAID

BUSINESS LOCATION: LOT 5120-4NEW-R1 NEW TAMUNING GUAM JUN 04 2009
 624 N MARINE CORPS DR
 624 N MARINE CORPS DRIVE
 TAMUNING GUAM

TREASURER OF GUAM #43

ZIP: 96913
 BUSINESS 644-0000

TELEPHONE: HOME

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Artemio B. Ilagan
 ARTEMIO B. ILAGAN

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EXPIRES: JUNE 30, 2010

BUSINESS LICENSE

SRL NO: 100907

R
 Wholesale
 ACCOUNT NO. 20-200400826-001

ISSUED TO: **TELEGUAM HOLDINGS LLC**
 DOING BUSINESS AS: **MPULSE**
 TYPE OF LICENSE: **WHOLESALE OF TELECOMM EQUIPMENTS &**
CELLULAR PRODUCTS & RELATED ACCESSORIES
 BUSINESS LOCATION: **LOT 5120-4NEW-R1 NEW TAMUNING GUAM**
624 N MARINE CORPS DR
624 MARINE CORPS DR
 TAMUNING GUAM

TREASURER OF GUAM
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JUN 04 2009

PAID

FEE	100 00
PENALTY	00
TOTAL FEE	100 00

ZIP: 96913
 BUSINESS 644-0000

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 DIRECTOR OF REVENUE AND TAXATION

DIRECTOR OF REVENUE AND TAXATION



DEPARTMENT OF REVENUE AND TAXATION

GOVERNMENT OF GUAM

P.O. Box 23807
Benteng, Guam 96921

www.guamtax.com

Ltd Liability Company

EXPIRES: JUNE 30, 2010

BUSINESS LICENSE

SRI, NO: 100843

Service ACCOUNT NO. 13-200400026-010 R

ISSUED TO:	TELEGUAN HOLDINGS, LLC	FEE	50 00
DOIING BUSINESS AS:	GTA YELLOW BOOK	PENALTY	00
TYPE OF LICENSE:	PUBLICATION OF PHONE BOOK	TOTAL	50 00

BUSINESS LOCATION: LOT-5120-4NEW-RINNEW

MAILING ADDRESS: TANUNING GUAM

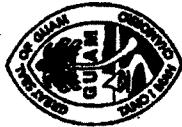
624 NORTH MARINE CORPS DRIVE
TANUNING GUAM

TELEPHONE: HOME BUSINESS 217-56913 472-5840 C/02/09

PAID
JUN 03 2009
TREASURER OF GUAM

KEEP POSTED IN A CONSPICUOUS PLACE.
LICENSE MUST BE PRODUCED UPON
DEMAND TO ANY AUTHORIZED GOVT
OFFICIAL.

Antonio B. Magaña
DIRECTOR OF REVENUE AND TAXATION



DEPARTMENT OF REVENUE AND TAXATION
GOVERNMENT OF GUAM

P.O. Box 23607
Barrigada, Guam 96921
www.guamtax.com

Ltd Liability Partnership Retail

EXPIRES: JUNE 30, 2010

ACCOUNT NO. 30-200400826-006

R

BUSINESS LICENSE

SRL' NO: 100843

ISSUED TO: TELEGUAM HOLDINGS, L.L.C.

DOING BUSINESS AS: GTA SERVICES

TYPE OF LICENSE: SALE TELECOMMUNICATIONS HARDWARE AND ACCESSORIES

BUSINESS LOCATION: MICRO. MALL SPACE 180A L-5047-2-NEW, JIN 03 2008

MAILING ADDRESS: 5013-3-1, 5013-3-R1, 5013-R3 DEDENO

TELEPHONE: HOME 96913 BUSINESS 472-5848

DATE: 6/02/09

PAID
TREASURER OF GUAM
JUN 03 2009

FEE	200 00
PENALTY	00
TOTAL FEE	200 00

KEEP POSTED IN A CONSPICUOUS PLACE.
LICENSE MUST BE PRODUCED UPON
DEMAND TO ANY AUTHORIZED GOVT
OFFICIAL.

Antonio Artemio Bilagan
ARTEMIO BILAGAN

DIRECTOR OF REVENUE AND TAXATION



DEPARTMENT OF REVENUE AND TAXATION
GOVERNMENT OF GUAM

P.O. Box 23807
Barrigada, Guam 96921

Ltd Liability Company
www.guamtax.com
EXPIRES: JUNE 30, 2010

BUSINESS LICENSE

SRL NO: 100843

N

Retail
ACCOUNT NO. 30-200400826-007

ISSUED TO:	TELEGUAM HOLDINGS, LLC	FEE	75 00
DOING BUSINESS AS:	GTA SERVICES	PENALTY	00
TYPE OF LICENSE:	SALE OF TELECOMMUNICATIONS HARDWARE AND ACCESSORIES	TOTAL FEE	75 00

BUSINESS LOCATION: NAVY EXCHANGE GUAM, BLDG 258
NAVAL STATION GUAM
MAILING ADDRESS: 624 NORTH MARINE CORPS DRIVE
TAMUNING, GUAM
TELEPHONE: HOME BUSINESS 472-9848
28P: 95913
6/02/09

PAID JUN 8 2009
TREASURER OF GUAM

KEEP POSTED IN A CONSPICUOUS PLACE.
LICENSE MUST BE PRODUCED UPON
DEMAND TO ANY AUTHORIZED GOVT
OFFICIAL

Artemio B. Ilagan

ARTEMIO B. ILAGAN

DIRECTOR OF REVENUE AND TAXATION



DEPARTMENT OF REVENUE AND TAXATION
 GOVERNMENT OF GUAM
 P.O. Box 23807
 Barrigada, Guam 98921
 www.guamtax.com
 Ltd Liability Company
 EXPIRES: JUNE 30, 2010

BUSINESS LICENSE

SRL NO: 100843

N
 Retail
 ACCOUNT NO. 30-200400H26-007

ISSUED TO:	TELECIAM HOLDINGS, LLC	FEE	75 00
DOING BUSINESS AS:	GTA SERVICES	PENALTY	00
TYPE OF LICENSE:	SALE OF TELECOMMUNICATIONS HARDWARE AND ACCESSORIES	TOTAL FEE	75 00

BUSINESS LOCATION: NAVY EXCHANGE GUAM, BLDG 258
 NAVAL STATION GUAM
 MAILING ADDRESS: 624 NORTH MARINE CORPS DRIVE
 TAMUNING, GUAM
 TELEPHONE: HOME BUSINESS 472-6848
 6/02/09

PAID JUN 17 2010
 JUN 17 2010
 TREASURER OF GUAM

KEEP POSTED IN A CONSPICUOUS PLACE.
 LICENSE MUST BE PRODUCED UPON
 DEMAND TO ANY AUTHORIZED GOV'T
 OFFICIAL.

Artemio B. Ilagan
 ARTEMIO B. ILAGAN

DIRECTOR OF REVENUE AND TAXATION



DEPARTMENT OF REVENUE AND TAXATION
GOVERNMENT OF GUAM

P.O. Box 23607
Barrigada, Guam 96921
www.guamtax.com

Ltd Liability Company
EXPIRES: JUNE 30, 2010

BUSINESS LICENSE

SRL NO: 10084

R

Service
ACCOUNT NO. 13-200400826-009

ISSUED TO:

TELEGUAM HOLDINGS, L.L.C

DOING BUSINESS AS:

GTA SERVICES

TYPE OF LICENSE:

TELECOMMUNICATIONS HARDWARE

BUSINESS LOCATION:

LOT 5047-1-2-NW 5013-3-1 5013-3-M

MAILING ADDRESS:

5013-33 MICRO MALL DEDEDO GUAM

624 N MARINE CORPS DRIVE
TAMUNING GUAM

TELEPHONE: HOME

96913
BUSINESS 644-0000

6/02/09

CLEARANCES OBTAINED

KEEP POSTED IN A CONSPICUOUS PLACE.
LICENSE MUST BE PRODUCED UPON
DEMAND TO ANY AUTHORIZED GOVT
OFFICIAL.

Antonio B. Ilagan

ANTONIO B. ILAGAN

DIRECTOR OF REVENUE AND TAXATION

FEE	50 00
PENALTY	00
TOTAL FEE	50 00

