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**GUAM DEPARTMENT OF EDUCATION**  
Rebecca M. Perez, Legal Counsel  
P.O. Box DE  
Hagåtña, Guam 96910  
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Email: legal-admin@gdoe.net

*Attorney for Guam Department of Education*

**RECEIVED**  
OFFICE OF PUBLIC ACCOUNTABILITY  
PROCUREMENT APPEALS  
DATE: 12/5/13  
TIME: 9:40  AM  PM BY: J. J. [Signature]  
FILE NO OPA-PA: 13-016

**BEFORE THE OFFICE OF PUBLIC ACCOUNTABILITY  
PROCUREMENT APPEAL**

APPEAL NO. OPA-PA-13-016

IN THE APPEAL OF  
  
TELEGUAM HOLDINGS, LLC AND  
ITS WHOLLY OWNED  
SUBSIDIARIES, GTA TELEGUAM,  
LLC; GTA SERVICES, LLC; AND  
PULSE MOBILE LLC,  
  
Appellant.

**AGENCY REPORT**

Pursuant to 2 GAR Div 4 §12105 the Guam Department of Education ("GDOE"), the Purchasing Agency in this matter files its Agency Report as follows:

- 1. Copy of protest filed by Appellant Teleguam Holdings, LLC and its wholly owned subsidiaries, GTA Teleguam, LLC, GTA Services, LLC and Pulse Mobile, LLC (hereafter "GTA").**

*GTA Protest dated August 30, 2013  
Bates Stamp Numbers GDOE 00405-00437*

**Exhibit 4**

- 2. A copy of GTA's bid.**

*Because GTA is not protesting failure of its bid to be selected for award of Part 6 of GDOE IFB 020-2011, its bid is not submitted herewith.*

**A copy of the bid or offer that is being considered for award or whose bid or offer is being protested.**

**ORIGINAL**

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*The bid of Pacific Data Systems ("PDS"), the awardee for Part 6 of GDOE IFB 020-2011, was previously submitted as Exhibit 2 of GDOE's Procurement Record.*

**3. A copy of GDOE Invitation for Bid 020-2011.**

*A copy of GDOE IFB 020-2011 was previously submitted as Exhibit 1 of GDOE's Procurement Record.*

**4. The decision from which the appeal is taken.**

*GDOE's decision on the protest by GTA, dated November 5, 2013, was previously submitted as Exhibit A to the Notice of Appeal filed by GTA on November 19, 2013*

**5. A statement answering the allegations of the Appeal and setting forth findings actions, and recommendations in the matter together with any additional evidence or information deemed necessary in determining the validity of the appeal.**

*GDOE Answer*

*Bates Stamp Numbers GDOE 00438 -00444*

**Exhibit 5**

**6. Statement indicating whether the matter is the subject of a court proceeding.**

*GDOE Notice of Judicial Proceeding, filed November 27, 2013*

*Bates Stamp Numbers GDOE 00445 - 00446*

**Exhibit 6**

GDOE reserves the right to supplement this Agency Report.

Dated this 5<sup>th</sup> day of December, 2013.

Respectfully submitted,

**GUAM DEPARTMENT OF EDUCATION**

By: 

**REBECCA M. PEREZ, ESQ.**  
*Legal Counsel*

# **EXHIBIT 4**



624 North Marine Corps Drive  
Tamuning Guam 96913  
www.gta.net  
(671) 644-4482

Superintendent Jon Fernandez  
Guam Department of Education  
Manual F. Guerrero Administration Building  
312 Aspinall Ave.  
Hagåtña, Guam 96931

August 30, 2013

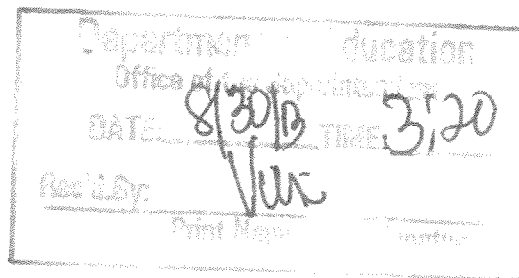
RE: Protest of the Failure of Guam Department of Education to Terminate Bid Award to Pacific Data Systems of Part 6 Wide Area Network (WAN) Services Lit of GDOE IFB 020-2011 GDOE E-rate Network (GENET) 2011

Dear Superintendent Fernandez:

Teleguam Holdings LLC, dba GTA ("GTA") hereby submits this protest of the award of Part 6 of the GDOE IFB 020-2011 to Pacific Data Systems on March 23, 2011 (the "Protest"). The basis of this Protest is the failure of the Guam Department of Education ("GDOE") to terminate the award to Pacific Data Systems ("PDS") of Part 6 – Wide Area Network (WAN) Services LIT of GDOE IFB 020-2011 GDOE E-rate Network (GENET) 2011 (the "IFB") due to PDS' undisputed failure to deliver the specific services required by the express specifications of Part 6 of the IFB. This Protest is based upon information submitted by GDOE on August 16, 2013 in response to a GTA Sunshine Act Request. This Protest is pursuant to Section 9.2.3, and other applicable sections of the GDOE Procurement Regulations and Article 9 of Chapter 5 of Title 5 Guam Code Annotated.

**1. Background.**

On February 16, 2011, GDOE issued an Invitation For Bid, IFB 020-2011 to procure the GDOE E-RATE Network (GENET) 2011. The IFB consisted of several parts for different telecommunications services. All parts of the IFB were expressly conditioned upon approval by the Universal Service Administration Company ("USAC") Schools and Library Division ("SLD") of the services for funding under the SLD E-rate program. Of particular relevance to this Protest, Part 6 of the IFB called specifically for the provision of a Wide Area Network ("WAN") to connect GDOE schools and district offices. On or about March of 2011, GDOE awarded Part 6 of the IFB to PDS. As of the date of this letter and upon information and belief of GTA, PDS has failed to deliver the services specifically required by the IFB and services rendered by PDS have been found by GDOE to be ineligible for E-rate funding. Moreover, upon information and belief GDOE authorized PDS to provide temporary services in violation of the procurement laws.



**2. Protest Grounds.**

- A. Since the Award on March 23, 2011, PDS has failed to comply with the specifications and other requirements of the Solicitation.**

Section 6 of the IFB's General Terms and Conditions provides: "Compliance with Specifications and other Solicitation Requirements – Bidders shall comply with all specifications and other requirements of the Solicitation." PDS failed to comply with the specifications of this IFB and in regards to Part 6 of the IFB:

- 1. Since July 1, 2011 PDS has employed a "temporary service" that is not compliant with the specifications of the bid which require greater capacity.**

Part 6.B.1 (as amended by GDOE Addendum No. 1) specifically requires capacities of 5, 10, 15, 20, 50, 100 and 1000 Mbps for the GDOE WAN. Neither Part 6 nor any other provision within the IFB allow for any temporary service or a temporary solution. Because of PDS' inability to provide these specific capacities, GDOE has allowed PDS to provide a "temporary service" which was not contemplated or provided for in Part 6. This temporary service is outside the scope of the IFB. (See Attachment 1 - Temporary Service).

- 2. GDOE failed to notify PDS of non-availability of E-rate funding for the temporary service until May 2012 a year after the effective date of the contract (July 1, 2011).**

Part 6.C.3 provides a critical requirement and condition of the bid:

The contract and its annual continuation shall be contingent upon annual approvals by the Schools and Libraries Division of the Universal Service Administrative Company (USAC), funding by the U.S. Congress, and the availability of matching funds by the GDOE.

On May 30, 2012, Mr. David C. Cruz of GDOE Financial Student Administration Information Systems ("FSAIS") emailed Mr. John Day of PDS stating "USAC has determined that the cost for the temporary services is not eligible. If PDS received any discount funding for the temporary WAN services, the fund must be returned to USAC until the issue is resolved." (See Attachment 2 – Ineligibility of USAC Funding). This email from David Cruz contained the USAC determination that "If the SHDSL and T1 service were never competitively bid for through the current or prior year's 470, the temporary solution would not be eligible." It is clear that the temporary service provided by PDS was not previously bid and was therefore ineligible for E-rate funding.

- 3. GDOE failed to cancel the Purchase Order for services under Part 6 once it found that PDS could not deploy the necessary capacity to each of the 44 GDOE sites and GDOE continued to allow PDS to provide a "temporary service" not solicited in the IFB. These failures violate express bid specifications.**

Section 13 of the IFB's General Terms and Conditions provides:

**Performance Guarantee** - Bidders, who are awarded a contract under this solicitation, guarantee that goods will be delivered or required services within the specified time. 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 the General Terms and Conditions. In addition, the Government will hold the Vendor liable and will enforce the requirements in Section 41 of these General Terms and Conditions.

Pursuant to Section 13, PDS should be considered for suspension or debarment for failing to perform the contract in a satisfactory manner. PDS' failure to provide the WAN capacity as stated in the IFB caused GDOE to lose E-Rate funding to provide the necessary WAN capacity for the GDOE sites. The loss of any federally funded programs such as the E-Rate discount is not satisfactory under Section 13 and completely defeats and violates the purposes and terms of the IFB. PDS has had since March 24, 2011 to put into place the GDOE required WAN capacities and has failed to do so until the date of this Protest. Moreover, there does not appear to be a written notification from PDS informing GDOE of the inability to provide service as required by July 1, 2011. The following correspondence between GDOE and PDS exhibits PDS' failure to provide the services by July 1, 2011 (See Attachment 3 - PDS Failure to Provide Service):

- Email dated June 25, 2011 from then-Superintendent Taitano to Vincent Dela Cruz of the GDOE FSAIS stated in part:

. . . PDS will not have its lines in place when their contract commences. July 1, is right around the corner.

Did we recognize that this would be a problem? Was there a provision to provide some kind of cutover that would not impact the schools? Is PDS required to provide uninterrupted services on July 1, 2011?

The first I heard of this was Friday late afternoon. With the dependence on powerschool for registration and master schedules not to mention our reliance on the internet to communicate with our schools, how are we going to support the schools?

- Email response dated June 25, 2011 from Vince Dela Cruz to then-Superintendent

We did recognize this problem and have been working to make it work.

Unfortunately, our contract with MCV is over in July 1, 2011. We are working with PDS weekly until the cut over is complete.

PDS has already provided a schedule to have minimal service interruption. Services will be affected mostly with elementary schools. The plan is to work first on all secondary schools and schools with summer sessions. I have also

requested PDS to provide some type of access (possibly DSL) for the school's main office.

Unfortunately, any cutover will have some service disruption. I am trying to keep it at a minimum. I plan on providing the schools with the schedule on the next school readiness meeting.

We expect all schools to be on the PDS network by the first week of school.

Other correspondence shows that as of July 1, 2011, PDS was only able to bring 4 sites on-line out of 44 GDOE sites in violation of the bid requirements. (See Attachment 4 – Schools on-line as of July 1, 2011). GDOE failed to properly management PDS and continued to allow PDS to provide substandard service.

**4. GDOE failed to properly assess PDS' responsibility before making the award to PDS.**

Section 17 of the IFB's General Terms and Conditions states:

**Standard for Determination of Lowest Responsible** – In determining the lowest responsible offer, the Supply Management Administrator 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 the 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.

Prior to the award GDOE should have confirmed that PDS could deliver services by July 1, 2011, which was the date specified for delivery in the Purchase Order issued to PDS (See Attachment 5 - Purchase Order for Services July 1, 2011). This Purchase Order was issued to PDS on March 23, 2011. Once GDOE determined that PDS deliver by July 1, 2011, GDOE should have cancelled the award. The Purchase Order was issued nearly 3 months prior to the delivery date of July 1, 2011.

The Acting Superintendent was made aware on June 25, 2011 that PDS would not be able to perform as required by the IFB. (See Attachment 3). However, instead of canceling the award to PDS, GDOE allowed PDS to provide a "temporary service" not eligible for federal funding because such service was not competitively bid. As stated above, the award of Part 6 WAN is contingent upon annual approvals by USAC and the corresponding matching funds from GDOE. A loss of any component of funding due to the non-performance of the contractor automatically deems the contractor not responsible, and GDOE should have selected the next most responsible bidder. It is clear that PDS could not comply with all the conditions of the IFB, such as to employ the required capacities to all 44 sites on July 1, 2011.

5. **GDOE failed to cancel the award to PDS for Part 6 when GDOE found that PDS could not perform under the terms of the award.**

Section 23 of the IFB's General Terms and Conditions provides:

**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 considerations the evaluation factors set forth in this Solicitation. No other factors or criteria shall be used in the valuation. The right is reserved as the interest of the Government may require waiving minor irregularity in bid received. *The Supply Management Administrator 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 the 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 of items and the vendor agrees to such modifications and additional awards based on the bid prices for a period of thirty (30) days after original award. No award shall be made under this solicitation which shall require advance payment or irrevocable letter of credit from the government.

GDOE was aware on or before June 24, 2011 that PDS would not be able to perform on July 1, 2011. For the last two (2) years, GDOE was not able to avail of the USAC funding to provide the schools with the capacity as required by the IFB. The Supply Management Administrator failed to properly determine that the loss of federal funding and the lack of necessary capacity is not in the public's interest wherein other providers could have delivered the service in a timely manner.

6. **PDS is in default, thus the PDS award should have been terminated or canceled.**

Section 39 of the IFB's General Terms and Conditions provides:

**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 refused or fails to perform any of the provisions of this contract within the 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.

The previous GDOE WAN contract was held by MCV, whose contract expired on June 30, 2011 and it was clear that GDOE expected PDS to perform by July 1, 2011. (See Attachment 3). PDS failed to deliver by July 1, 2011 in violation of Section 39.



Moreover, GDOE consented to the delay in the provision of services in contravention of the bid specifications. Specifically, Section 40 of IFB General Terms and Conditions provides:

**Section 40 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 no able to meet the specified delivery dated, he is required to notify the Supply Management Administrator of such delay. Notification shall be in writing and shall be received by the Supply Management Administrator at least twenty-four hours before the specified delivery date. Notification of delay shall include an explanation of the causes and reasons for the delay including statements from supplier or shipping company causing the delay.* The Government reserves the right to reject delay justification if in the opinion of the Supply Management Administrator such justification is not adequate.

PDS did not provide GDOE Notice at least 24 hours before the specified delivery date, July 1, 2011. GDOE did not receive any notice in writing, instead GDOE pushed for updates leading up to the July 1, 2011 execution date and PDS failed to provide any explanation prior to July 1, 2011. (See Attachment 1).

GDOE unilaterally and in violation of the procurement laws and USAC rules determined that PDS should be able to provide a "temporary service" while they put in the necessary infrastructure to meet the specifications of the bid. Nonetheless, any delay by the winning bidder was not allowed by the bid terms and conditions.

**7. GDOE failed to assess liquidated damages for nonperformance.**

Section 41 of the IFB General Terms and Conditions provides:

**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 of outstanding order per calendar day from date set for cure until either the territory reasonably 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 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.

Pursuant to this section, liquidated damages are required under the terms of the bid. Temporary services are not reasonable because such services are not eligible for USAC funding as required by the IFB. Thus, GDOE was required to and failed to assess PDS liquidated damages.

Furthermore, the first purchase order issued by GDOE to PDS states "All late deliveries and acceptance subject to liquidated damages." (See Attachment 5)

GDOE's purchase orders (Attachment 6 – Purchase Order FY 2012 and FY 2013) to PDS expressly provide for liquidated damages:

- Purchase Order No. 201290006 dated October 5, 2011 RE: GDOE IFB 20-2011 Part 6: WAN Services for Fiscal Year 2012 – October 1, 2011 through June 30, 2012 in the amount of \$306,900.00. All late deliveries subject to liquidated damages.
- Purchase Order No. 20120243-00 dated July 6, 2012 RE: GDOE IFB 20-2011 Part 6: WAN Services for Fiscal Year 2012 – July 1, 2012 through September 30, 2012 in the amount of \$95,325.00. All late deliveries are subject to liquidated damages.
- Purchase Order No. 20120016-00 dated October 15, 2012 RE: GDOE IFB 20-2011 Part 6: WAN Services for Fiscal Year 2012 – October 1, 2012 through June 30, 2013 in the amount of \$285,975.00. All late deliveries subject to liquidated damages.

**8. GDOE failed to cancel the award to PDS on the basis the services were not eligible for USAC funding.**

Section 49 of the IFB General Terms and Conditions provides:

**Availability of Funds** - All terms of this contract are based on the availability of funds. In the event funds become unavailable or non-appropriated, contractor will be reimbursed unamortized reasonably incurred non-recurring costs.

USAC funding was not available because PDS failed to provide services as required under Part 6 and the PDS' temporary services are not eligible for USAC funds. (See Attachment 2).

**9. The award to PDS should have been cancelled because services provided were not approved by or eligible for USAC funding as required in the IFB Supplemental Terms and Conditions and in the bid specifications for Part 6.**

The IFB Supplemental Terms and Conditions, as amended by the GDOE Addendum Number 1 issued on February 24, 2013, provide very specific conditions and requirements on funding availability and USAC approvals and billing requirements:

**Section 3** – Any contract issued pursuant to this IFB may be a multi-term contract, with the first term being from the date of full execution of the contract for five years thereafter, with two options to renew for a term of one year each unless otherwise noted on the respective Parts of this IFB. *GDOE shall timely inform the contractor of the non-availability of funds and the contract renewals shall be canceled.* Bidders should submit price bids for the entire multi-term period of five years. Awards pursuant to this IFB will be made based on comparison of bid prices for the five-year term. In the event a multi-term contract is awarded and executed and subsequently canceled, the contractor will be reimbursed unamortized reasonably incurred non-recurring costs.

**Section 6** - The Bidder must enter into a contract that includes the Supplemental Terms and Conditions of the DOE.

**Section 10** - Bidder shall understand the Contracts are subject to the approval of the E-Rate Application by the Schools and Libraries Division of the Universal Service Administrative Company (USAC) and the availability of matching funds from the DOE.

**Section 12** - The funding for the project is complex and the DOE will direct the vendor on how the billing arrangement are to be completed and the Bidder shall comply with the billing orders for the project.

Moreover, Part 6.C of the IFB emphasizes the importance of USAC funding, approvals and requirements:

Contract Award

(2) The GDOE reserves the right to terminate the contract for convenience with a 60-day notification and to issue a re-bid for the service.

(3) The contract for WAN Services LIT and its annual continuation shall be contingent upon annual approvals by the Schools and Libraries Division of the Universal Service Administrative Company (USAC), funding the by the U.S. Congress, and the availability of matching funds by the GDOE.

(4) The award will be made to the Bidder garnering the highest points received from the technical and cost proposal based on the established criteria and weights for evaluation.

Payment Schedule

(1) Billing for the federal share shall be made directly to the SLD in accordance with the procedures of the SLD. A Copy of the Invoice shall be provided to GDOE.

(2) Billing for GDOE portion shall be billed directly to the GDOE on a monthly basis unless otherwise directed.

Notwithstanding these bid requirements, GDOE instructed PDS to bill the USAC discount rate to GDOE. Specifically, notes from a meeting between GDOE and PDS on August 17, 2011 state: "Section IV E-Rate Reimbursement. Note: Service Provider Invoice - PDS will bill the discount to GDOE." (See Attachment 7- GDOE PDS Meeting Notes). This raises the question of whether GDOE expended funds that were not funded by the USAC E-Rate program.

3. Request for Relief.

- A. The award to PDS of Part 6 of the IFB should be terminated because of PDS' failure comply with the express terms of therein and a bid for WAN services immediately issued.
- B. PDS should be subject to liquidated damages for its continued failure to provide the required services.

- C. PDS should be de-barred from participation in future GDOE bids for its failure to provide the required services

GTA reserves the right to supplement or amend this Protest upon additional information received from GDOE in response to requests pursuant to the Guam Sunshine Act Reform Act of 1999.

Sincerely,



Andrew S. Quenga  
GTA General Counsel  
Office 644-1609  
Fax 644-2764  
squenga@gta.net

## Attachment 1 Temporary Service



David C. Cruz (F.S.A.I.S.) <dcruz@gdoe.net>

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### WAN service cutover

1 message

Vincent Dela Cruz <vincedc@gdoe.net>

Tue, Jun 28, 2011 at 1:37 PM

To: John Day <john@pdsguam.com>, Jeff Tester <jeff@pdsguam.com>, "Vanderford, Cork" <cork@pdsguam.com>

Cc: David Cruz <dcruz@gdoe.net>, "Eunice J. R. Aflague" <ejraflague@gdoe.net>

Hello PDS Team,

I wanted to see if there were any progress with the project schedule.

Jeff informed me that it looks like you are on-schedule and are looking to request for the elementary school circuits for the Temporary service.

I have a principals' meeting tomorrow and I will be informing them of the status of our cut-over. I would like to provide up-to-date information in regards to their schools. I plan on providing the schedule that was provided in our meeting. It would be nice if we had more schools moved over onto the July 1, 2011 column. :-)

Please provide any status updates to any school. I'm looking to see how many of the schools are already cutover to your network.

Thanks,

--

Vincent Dela Cruz  
Guam Department of Education - FSAIS  
Business: (671) 475-0479  
Fax: (671) 477-9666

**Attachment 1 Temporary Service**



David C. Cruz (F.S.A.I.S.) <dcruz@gdoe.net>

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**Updated schedule**

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Vincent Dela Cruz <vincedc@gdoe.net>

Wed, Jun 29, 2011 at 9:25 AM

To: John Day <john@pdsguam.com>, Jeff Tester <jeff@pdsguam.com>, "Vanderford, Cork" <cork@pdsguam.com>

Cc: David Cruz <dcruz@gdoe.net>, "Eunice J. R. Aflague" <ejraflague@gdoe.net>

Hello Guys,

Could someone provide any updated schedule that I could provide to the schools? I would like to see if there are more schools that will be online before or by July 1, 2011.

Thanks,

--

Vincent Dela Cruz  
Guam Department of Education - FSAIS  
Business: (671) 475-0479  
Fax: (671) 477-9666

# Attachment 1 Temporary Service

## GDOE Project Schedule

School	CO-SWC	Temp Service *	Schedule for Temp Service **		Schedule for 1 Gb Service **			
			Jul 1, 2011	Aug 8, 2011	Jul 2011	Sep 2011	Dec 2011	
1	Agana Heights Elementary School	Agana	up to10MB		1			1
2	C L Taitano Elementary School	Agana	up to10MB		1			1
3	Carbullido Elementary	Agana	2xT1		1			1
4	J Q San Miguel Elementary School	Agana	2xT1		1			1
5	FSAIS	Agana	1Gb				1	1
6	H S Truman Elementary School	Agat	up to10MB		1			1
7	J P. Torres Alternative School	Agat	up to10MB		1			1
8	M. Sablan Elementary School	Agat	up to10MB		1			1
9	Oceanview Middle School	Agat	up to10MB	1			1	
10	Southern High School	Agat	4x T1	1				1
11	Astumbo Elementary School	Astumbo	up to10MB		1			1
12	Astumbo Middle School	Astumbo	up to10MB	1			1	
13	Finegayan Elementary School	Astumbo	up to10MB		1			1
14	Machananao Elementary School	Astumbo	2x T1		1			1
15	Adacao Elementary School	Dededo	2x T1		1			1
16	Juan M. Guerrero Elementary School	Dededo	up to10MB		1		1	
17	Liguan Elementary School	Dededo	up to10MB		1		1	
18	Okkodu High School	Dededo	up to10MB	1				1
19	V A. Benavente Middle School	Dededo	up to10MB	1			1	
20	M. A. Ulloa Elementary School	Dededo	up to10MB		1		1	
21	Wettengel Elementary School	Dededo	up to10MB		1		1	
22	Inarajan Elementary School	Inarajan	2x T1		1			1
23	Inarajan Middle School	Inarajan	10MB ME	1				1
24	L B Johnson Elementary School	LBJ	up to10MB		1			1
25	Tamuning Elementary School	LBJ	up to10MB		1		1	
26	George Washington High School	Mangilao	up to10MB	1				1
27	L P. Untaian Middle School	Mangilao	up to10MB	1				1
28	P. C. Lujan Elementary School	Mangilao	up to10MB		1			1
29	Price Elementary School	Mangilao	up to10MB		1		1	
30	F Q Sanchez Elementary School	Merizo	1x T1		1			1
31	Merizo Elementary School	Merizo	up to10MB		1		1	
32	Agueda Johnston Middle School	Ordot	up to10MB	1				1
33	Ordot Chalan Pago Elementary School	Ordot	up to10MB		1			1
34	J Rios Middle School	Piti	up to10MB	1			1	
35	Supply	Piti	up to10MB	1			1	
36	Maintenance	Piti	up to10MB	1			1	
37	M U Lujan Elementary School	Talofoto	2x T1		1			1
38	Talofoto Elementary School	Talofoto	2x T1		1			1
39	Chief Brodie Elementary School	Tumon	up to10MB		1			1
40	J F. K High School Tamuning	Tumon	up to10MB		1		1	
41	Daniel L Perez Elementary School	Yigo	up to10MB		1		1	
42	F B L G Middle School	Yigo	up to10MB	1				1
43	Simon Sanchez High School	Yigo	up to10MB	1				1
44	Upi Elementary School	Yigo	2x T1		1			1
		<b>361.5 Mb</b>	<b>14</b>	<b>29</b>	<b>1</b>	<b>22</b>	<b>22</b>	

\* Actual capacity is based on the length and quality of the copper loop between the SWC and the DOE location  
 \*\* Dates shown are based upon our best available estimates at this time and are subject to change



David C. Cruz (F.S.A.I.S.) <dcruz@gdoe.net>

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## Updated DOE School schedule

2 messages

John Day <john@pdsguam.com>

Wed, Jun 29, 2011 at 10:07 AM

Reply-To: john@pdsguam.com

To: Vincent Dela Cruz <vinedc@gdoe.net>

Cc: David Cruz <dcruz@gdoe.net>, "Eunice J. R. Aflague" <ejraflague@gdoe.net>, Jeff Tester <jeff@pdsguam.com>, "Vanderford, Cork" <cork@pdsguam.com>

Hi Vince,

I am reworking this and will give you the schedule as part of the letter that the Superintendent requested at our meeting today. Hopefully I can get you a draft later today, but for sure tomorrow morning.

John Day

---

**From:** Vincent Dela Cruz [mailto:vinedc@gdoe.net]

**Sent:** Wednesday, June 29, 2011 9:26 AM

**To:** John Day; Jeff Tester; Vanderford, Cork

**Cc:** David Cruz; Eunice J. R. Aflague

**Subject:** Updated schedule

Hello Guys,

Could someone provide any updated schedule that I could provide to the schools? I would like to see if there are more schools that will be online before or by July 1, 2011.

Thanks,

—  
Vincent Dela Cruz

Guam Department of Education - FSAIS

Business: (671) 475-0479

Fax: (671) 477-9666

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Vincent Dela Cruz <vinedc@gdoe.net>

Wed, Jun 29, 2011 at 10:10 AM



Attachment 2  
Ineligibility of USAC Funding



David C. Cruz (F.S.A.I.S.) <dcruz@gdoe.net>

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**RE: Initial Contact- Case 22-376249**

3 messages

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sidnoreply@sl.universalservice.org <sidnoreply@sl.universalservice.org>

Fri, May 25, 2012 at 11:48  
PM

To: dcruz@gdoe.net

Thank you for your inquiry. In order that the SLD may provide you with a thorough and accurate response, we are currently researching your request. An answer will be provided to you as soon as we learn more.

If you have any further questions, please feel free to contact our Schools and Libraries Helpline at 1-888-203-8100. Please remember to visit our website for updates: <http://www.usac.org/sl>

Thank you,  
Schools and Libraries Division  
Universal Service Administrative Company

-----Original Message-----

From: dcruz@gdoe.net  
Subject: Initial Contact

[FirstName]=David  
[LastName]=Cruz  
[JobTitle]=E-rate Program Coordinator  
[EmailAddress]=dcruz@gdoe.net  
[WorkPhone]=67173404791353  
[FaxPhone]=6714729666  
[PreviousCaseNumber]=0

[FormType]=Other

[Owner]=TCSB

[DateSubmitted]=5/25/2012 2:12:58 AM

[AttachmentFlag]=N[Question2]=The GDOE filed FCC Form 471 application for the Lease of WAN Lit Fiber services to provide Internet speed connection of 1000 Mbps for 41 sites and is awarded a FDCL for the service. The Service Provider for WAN Lit Fiber service is experiencing construction and installation delays that are caused by right of ways issues beyond the school's property line and is encountering complexities involved in obtaining permits. The Service Provider is currently providing an alternate and temporary solution for schools to access the Internet through SHDSL and T1s platform at a lower rate per site.

With the delay in implementing the leased WAN Lit Fiber service that is initially requested in the application, will the temporary SHDSL and T1s services that is currently deployed at the school sites for Internet access by the same Service Provider be eligible for E-rate discount funding through the initial application and FRN for leased WAN Lit Fiber service?

---

sidnoreply@sl.universalservice.org <sidnoreply@sl.universalservice.org>

Wed, May 30, 2012 at 6:25  
AM

To: dcruz@gdoe.net

Thank you for your inquiry. If the temporary solution of the SHDSL and T1's are a continuation of the prior year's service which was competitively bid, a service substitution and split FRN could be performed. If the SHDSL and T1 service were never competitively bid for though the current or prior year's 470, the temporary

## Attachment 2 Ineligibility of USAC Funding

solution would not be eligible.  
[Quoted text hidden]

---

David C. Cruz (F.S.A.I.S.) <dcruz@gdoe.net>  
To: John Day <john@pdsguam.com>  
Cc: Vincent Dela Cruz <vincedc@gdoe.net>

Wed, May 30, 2012 at 9:10 AM

John,

Below is USAC's response to the eligibility for the cost for SHDSL and T1s WAN services that is temporary deployed to GDOE schools. USAC has determined that the cost for the temporary services is not eligible.

If PDS received any discount funding for the temporary WAN services, the fund must be return to USAC until this issue is resolved.

Dave  
[Quoted text hidden]

--  
David C. Cruz  
Guam Department of Education  
Financial Student Administrative Information System (FSAIS)  
P.O. Box DE  
Hagatna, Guam 96932  
Tel: (671) 475-0479 / (671) 300-1353

**Attachment 3 PDS Failure to Provide Service**

David C. Cruz (F.S.A.I.S.) &lt;dcruz@gdoe.net&gt;

**Internet for the Schools**

11 messages

Taling M Taitano &lt;tmt1@gdoe.net&gt;

Sat, Jun 25, 2011 at 12:00 PM

Reply-To: tmtaitano@gdoe.net

To: Vincent Dela Cruz &lt;vincedc@gdoe.net&gt;

Cc: Eunice Allague &lt;ejrallague@gdoe.net&gt;, David Cruz &lt;dcruz@gdoe.net&gt;, Ariene Unpingco &lt;arunpingco@gdoe.net&gt;, Nerissa Bretania Underwood &lt;nbunderwood@gdoe.net&gt;, "Marcus Y. Pido" &lt;mypido@gdoe.net&gt;, "Rebecca M. Perez (Attorney)" &lt;rebecca.perez@gdoe.net&gt;

As I understand, the new contract is moving from MCV to PDS. I further understand that MCV will be pulling its lines once their contract ends and, at this point, is unwilling to work with PDS so that continuous service is provided to our schools. PDS will not have its lines in place when their contract commences. July 1 is right around the corner.

Did we recognize that this would be a problem? Was there no provision to provide some kind of cutover that would not impact the schools? Is PDS required to provide uninterrupted service on 7/1/11?

The first I heard of this problem was Friday late afternoon. With the dependence on powerschool for registration and master schedules not to mention our reliance on the internet to communicate with our schools, how are we going to support the schools?

Preparing Students for Life!

Taling M Taitano

Deputy Superintendent, Finance and Administrative Services

Guam Department of Education

PO Box DE, Hagatna GU 96932

671 300-1556 direct line

671 488-2234 cell

671 472-5009 fax

Vincent Dela Cruz &lt;vincedc@gdoe.net&gt;

Sat, Jun 25, 2011 at 12:37 PM

Reply-To: vincedc@gdoe.net

To: Taling Taitano &lt;tmtaitano@gdoe.net&gt;

Cc: Eunice Allague &lt;ejrallague@gdoe.net&gt;, David Cruz &lt;dcruz@gdoe.net&gt;, Ariene Unpingco &lt;arunpingco@gdoe.net&gt;, Nerissa Bretania Underwood &lt;nbunderwood@gdoe.net&gt;, Marcus Pido &lt;mypido@gdoe.net&gt;, "Rebecca M. Perez (Attorney)" &lt;rebecca.perez@gdoe.net&gt;

Boss,

We did recognize this problem and we have been working to make it work.

Unfortunately, our contract with MCV is over in July 1, 2011. We are meeting with PDS weekly until the cut over is complete.

PDS has already provided a schedule to have minimal service interruption. Services will be affected mostly with elementary schools. The plan is to work first on all secondary schools and schools with summer sessions. I've also requested PDS to provide some type of access (possibly DSL) for the schools' main office.

Unfortunately, any cutover will have some service disruption. I'm trying to keep it at a minimum. I plan on providing the schools with the schedule on the next school readiness meeting.

We expect all schools to be on PDS network by the 1st week of school.

Regards,

Vincent Dela Cruz

\* Guam Department of Education \*

From: Taling M Taitano &lt;tmt1@gdoe.net&gt;

Date: Sat, 25 Jun 2011 12:00:30 +1000

To: Vincent Dela Cruz &lt;vincedc@gdoe.net&gt;

Reply-To: tmtaitano@gdoe.net

Cc: Eunice Allague &lt;ejrallague@gdoe.net&gt;; David Cruz &lt;dcruz@gdoe.net&gt;; Ariene Unpingco &lt;arunpingco@gdoe.net&gt;; Nerissa Bretania Underwood &lt;nbunderwood@gdoe.net&gt;; Marcus Y. Pido &lt;mypido@gdoe.net&gt;; Rebecca M. Perez (Attorney) &lt;rebecca.perez@gdoe.net&gt;

Subject: Internet for the Schools

(Quoted text hidden)

Taling M Taitano &lt;tmt1@gdoe.net&gt;

Sat, Jun 25, 2011 at 2:47 PM

Reply-To: tmtaitano@gdoe.net

To: vincedc@gdoe.net

Cc: Eunice Allague &lt;ejrallague@gdoe.net&gt;, David Cruz &lt;dcruz@gdoe.net&gt;, Ariene Unpingco &lt;arunpingco@gdoe.net&gt;, Nerissa Bretania Underwood &lt;nbunderwood@gdoe.net&gt;, Marcus Pido &lt;mypido@gdoe.net&gt;, "Rebecca M. Perez (Attorney)" &lt;rebecca.perez@gdoe.net&gt;

I am concerned that the schools are working on registering their students and preparing schedules. I hope we have a plan to accommodate those schools who will lose service even if only for a month. If it goes longer than that, it will also affect the schools ability to take attendance. The sooner the affected schools are informed the better.

Peter Duenas

Network Administrator

Pacific Data Systems



185 Ilipog Drive HBC Bldg

Suite 204-A

Tamuning, GU 96913

---

Peter Duenas <peter@pdsguam.com>

Fri, Jul 1, 2011 at 11:44 PM

Reply-To: peter@pdsguam.com

To: vincedc@gdoe.net, John Day <john@pdsguam.com>

Cc: Joe Meno <joe@pdsguam.com>, Cork Vanderford <cork@pdsguam.com>, Taling Taitano <tmtaitano@gdoe.net>, David Cruz <dcruz@gdoe.net>, Eunice Aflague <ejraflague@gdoe.net>

Vince,

Untalan, GW, Jose Rios and Inarajan MS were turned up today.

Thanks,

Peter

**From:** "Vincent Dela Cruz" <vincedc@gdoe.net>

**Date:** Fri, 1 Jul 2011 08:23:11 +0000

**To:** John Day <john@pdsguam.com>

**ReplyTo:** vincedc@gdoe.net

**Cc:** 'Joe Meno' <joe@pdsguam.com>; <peter@pdsguam.com>; <cork@pdsguam.com>; Taling

Taitano <tmtaitano@gdoe.net>; David Cruz <dcruz@gdoe.net>; Eunice Aflague <ejraflague@gdoe.net>

[Quoted text hidden]

Vendor: 10157

# PURCHASE ORDER

P/O #: 201100491

BUSINESS OFFICE  
 DEPARTMENT OF EDUCATION  
 GOVERNMENT OF GUAM  
 P.O. BOX DE  
 HAGATNA, GUAM 96932



PACIFIC DATA SYSTEMS  
 185 ILLIPOG DRIVE  
 HBC SUITE 204-A  
 TAMUNING GU 96913

SHIP TO:

F & A I.P.S. DIVISION  
 MANUEL E. L. GONZALEZ BLDG  
 312 ASPINALL AVENUE  
 HAGATNA, GU 96910  
 (671) 300-1543

TAX Number: (671) 300-0265

ATTN: MANAGER; VINCE DELA CRUZ  
 Fax Number: (671) 477-9686

3/23/2011

TIME OF DELIVERY:

REQ.

DATE:

REQUIRED:

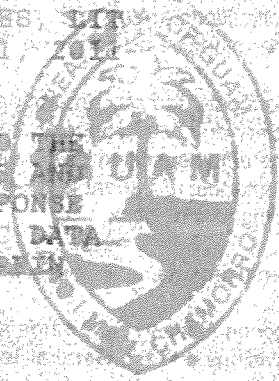
QTY	DESCRIPTION	DISCOUNT	UNIT PRICE	TOTAL
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11.11.16.00.26.0230.0000  
 GDOE IFS 020-2011 GDOE E-RATE NETWORK  
 (GENET) 2011  
 PART 6: WIDE AREA NETWORK (WAN) SERVICES  
 LIE

102,300.00

11.11.16.00.26.0230.0000  
 PURCHASE ORDER ISSUED TO COVER THE COSTS OF  
 WIDE AREA NETWORK (WAN) SERVICES, LIE  
 FOR GDOE FISCAL YEAR 2011 (JULY 1, 2011  
 START 30, 2011)

THIS PURCHASE ORDER IS SUBJECT TO THE  
 TERMS OF THE ABOVE REFERENCED THE  
 PACIFIC DATA SYSTEMS' BID IN RESPONSE  
 HERETO; THE 0105701 AND PACIFIC DATA  
 SYSTEMS' BID ARE INCORPORATED HEREBY  
 BY THIS REFERENCE.



NOTE: THE GOVERNMENT WILL NOT BE  
 RESPONSIBLE FOR ANY UNAUTHORIZED  
 SUPPLIES/MATERIALS/SERVICES PURCHASED  
 UNDER THIS OPEN PURCHASE.

EXPENDITURES IN EXCESS OF THIS PURCHASE  
 ORDER AMOUNT WILL NOT BE HONORED.

(Continued)

NOTE: ALL INVOICES MUST BE CERTIFIED  
 Please prepay all shipping and mailing charges. See important  
 notice on reverse side.

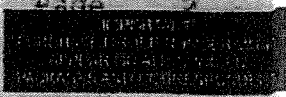
PURCHASING AUTHORITY Marcus Y. Fido, Supply Manager, Department Administrator	INSTRUCTION TO VENDOR
PRICE INCREASE OR INCREASES IN SHIPPING COST OVER TOTAL P.O. MUST RECEIVE PRIOR SCHOOL DISTRICT APPROVAL TO EXPEDITE PAYMENT, PLEASE ATTACH ANY OF THE FOLLOWING TO YOUR SPECIFIC INVOICE. 1. SIGNED DELIVERY RECEIPT 2. INSURANCE RECEIPT/NUMBER 3. AIR BILL, WAY BILL, BILL OF LADING	1. DO NOT overship or substitute without prior Purchasing Dept. Approval. 2. Send all invoices, certified original and one (1) copy only, to: BUSINESS OFFICE, DEPARTMENT OF EDUCATION, P.O. BOX DE, HAGATNA, GUAM 96932 3. A separate TAX FREE Invoice set must be submitted for each order. 4. Claims for Freight Charges must be accompanied by receipt Freight Bill or Postal Receipt. 5. Purchase Order Number and Ship to Name must appear on all document relating to this order.

10157

# PURCHASE ORDER

P/O #: 201100891

BUSINESS OFFICE  
DEPARTMENT OF EDUCATION  
GOVERNMENT OF GUAM  
P.O. BOX DE  
HAGATNA, GUAM 96932



PACIFIC DATA SYSTEMS

SHIP TO:

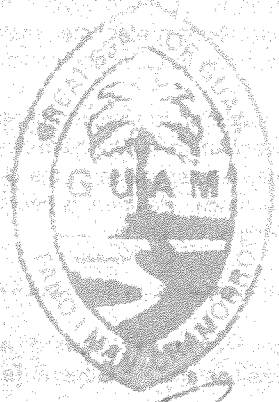
F.S.A.I.S. DIVISION

(continued)

DATE	REQUIRED:	TIME OF DELIVERY	REQ.
QTY	DESCRIPTION	DISCOUNT	UNIT PRICE

				TOTAL	102,500.00
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GOEPR 5.9 COMPETITIVE SEALED BIDDING  
"ALL LATE DELIVERIES AND ACCEPTANCE  
SUBJECT TO NEGOTIATED DAMAGES"



*[Signature]*  
John Rey,  
President/COO  
Pacific Data Systems

NOTE: ALL INVOICES MUST BE CERTIFIED  
Please prepay all shipping and mailing charges. See important  
notice on reverse side.

PURCHASING AUTHORITY	INSTRUCTION TO VENDOR
PRICE INCREASE OR INCREASES IN SHIPPING COST OVER TOTAL P.O. MUST RECEIVE PRIOR SCHOOL DISTRICT APPROVAL TO EXPEDITE PAYMENT. PLEASE ATTACH ANY OF THE FOLLOWING TO YOUR SPECIFIC INVOICE. 1. SIGNED DELIVERY RECEIPT 2. INSURANCE RECEIPT/NUMBER 3. AIR BILL, WAY BILL, BILL OF LADING	1. DO NOT overship or substitute without prior Purchasing Dept. Approval. 2. Send all invoices, certified original and one (1) copy only, to BUSINESS OFFICE, DEPARTMENT OF EDUCATION, P.O. BOX DE, HAGATNA, GUAM 96932 3. A separate TAX FREE invoice not must be submitted for each order. 4. Claims for Freight Charges must be accompanied by receipt Freight Bill or Postal Receipt. 5. Purchase Order Number and Ship to Name must appear on all document relating to this order.

Vendor #: 10157

P/O #: 201290006

# PURCHASE ORDER

BUSINESS OFFICE  
 DEPARTMENT OF EDUCATION  
 GOVERNMENT OF GUAM  
 P.O. BOX DE  
 HAGATNA, GUAM 96932



Pacific Data Systems  
 185 Ilipog Drive  
 HBC Suite 204-A  
 Tamuning, Guam 96913

SHIP TO:

F.S.A.I.S.  
 Manuel F.L. Guerrero  
 Administration Building  
 P.O. Box DE  
 Hagatna, Guam 96932  
 Attn: Vince Dela Cruz

DATE: 10/05/11      REQUIRED:      TIME OF DELIVERY: See Below      REQ: 1600-234-06

QTY	DESCRIPTION	DISCOUNT	UNIT PRICE	TOTAL
-----	-------------	----------	------------	-------

BLANKET PURCHASE ORDER AMOUNT ISSUED TO ENCUMBER FUNDS TO COVER THE COST FOR: GDOE IFB 020-2011 GDOE NETWORK (GENET) 2011 PART 6: WIDE AREA NETWORK (WAN) SERVICES FOR GDOE FISCAL YEAR 2012 (OCTOBER 01, 2011-JUNE 30, 2012)	\$306,900.00
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THIS PURCHASE ORDER SHALL INCORPORATE BY REFERENCE ALL THE GENERAL TERMS AND CONDITIONS, GENERAL PROVISIONS, SUPPLEMENTAL TERMS AND CONDITIONS AND SCOPE OF WORK AS STIPULATED IN THE ORIGINAL CONTRACT.

NOTE: THE GOV'T WILL NOT BE RESPONSIBLE FOR ANY UNAUTHORIZED PURCHASES MADE UNDER THIS OPEN PURCHASE.

THIS PURCHASE ORDER IS VALID UNTIL FUNDS ARE EXHAUSTED OR UNTIL JUNE 30, 2012, WHICHEVER COMES FIRST.

"EXPENDITURES IN EXCESS OF THE PURCHASE ORDER AMOUNT OR CHARGES MADE AFTER THE EXPIRATION DATE WILL NOT BE HONORED."

ACCOUNT:  
 11.12.16.00.26.0230.0000

TOTAL:  
 \$306,900.00

DOEPR 3.9 COMPETITIVE SEALED BIDDING  
 "ALL LATE DELIVERIES AND ACCEPTANCE  
 SUBJECT TO LIQUIDATED DAMAGES."

NOTE: ALL INVOICES MUST BE CERTIFIED  
 Please prepay all shipping and mailing charges. See important  
 notice on reverse side.

PURCHASING AUTHORITY  
 MARCUS Y. PIDO SUPPLY MANAGEMENT ADMINISTRATOR

**INSTRUCTION TO VENDOR**

RICE INCREASE OR INCREASES IN SHIPPING COST OVER TOTAL P.O. MUST RECEIVE PRIOR SCHOOL DISTRICT APPROVAL.

TO EXPEDITE PAYMENT, PLEASE ATTACH ANY OF THE FOLLOWING TO OUR SPECIFIC INVOICE.

1. SIGNED DELIVERY RECEIPT
2. INSURANCE RECEIPT/NUMBER
3. AIR BILL, WAY BILL, BILL OF LADING

1. DO NOT overship or substitute without prior Purchasing Dept. Approval.
2. Send all invoices, certified original and one (1) copy only, to: BUSINESS OFFICE, DEPARTMENT OF EDUCATION, P.O. BOX DE, HAGATNA, GUAM 96932
3. A separate TAX FREE invoice set must be submitted for each order.
4. Claims for Freight Charges must be accompanied by receipt Freight Bill or Postal Receipt.
5. Purchase Order Number and Ship to Name must appear on all documents relating to this order.



# Purchase Order

Fiscal Year 2012 Page 1 of 4

**IMPORTANT**  
PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES, AND CORRESPONDENT.  
Purchase Order # **20120243-00**

**BILL TO**

BUSINESS OFFICE  
DEPARTMENT OF EDUCATION  
GOVERNMENT OF GUAM  
P.O BOX DE  
HAGATNA, GUAM 96932

Delivery must be made within doors of specified destination.

**VENDOR**

PACIFIC DATA SYSTEMS  
185 ILIPOG DRIVE  
HBC SUITE 204-A  
TAMUNING GU 96913

**SHIP TO**

FIN, STUDENT & ADMIN INFO SYS  
MANUEL F.L. GUERRERO BLDG.  
312 ASPINALL AVENUE  
HAGATNA GU 96910

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
671-300-0203		671-300-0265		20120632		E-RATE	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location		
07/06/2012	10157				FIN, STUDENT & ADM INFO SYS		
Item#	Description/Part No.	Qty	UOM	Unit Price	Extended Price		
	<p>WIDE AREA NETWORK (WAN) SERVIC</p> <p>The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading</p> <p>INSTRUCTION TO VENDOR: 1. DO NOT OVERSHIP OR SUBSTITUTE WITHOUT PRIOR PURCHASING DEPT. APPROVAL. 2. SEND ALL INVOICES, CERTIFIED ORIGINAL, AND ONE (1) COPY ONLY, TO BUSINESS OFFICE, GUAM DEPT. OF EDUCATION P.O. BOX DE HAGATNA</p>						
1	GDOE IFB 020-2011 GDOE NETWORK (GENET) 2011 PART 6: WIDE AREA NETWORK (WAN) SERVICES E-RATE CYCLE YEAR 2012 PURCHASE ORDER ISSUED TO COVER THE COST OF WAN SERVICES FOR GDOE FISCAL YEAR 2012 (JULY 1, 2012 - SEPTEMBER 30, 2012) THIS PURCHASE ORDER IS SUBJECT TO THE TERMS OF THE ABOVE. IFB 020-2011 IS AWARDED FOR A PERIOD OF FIVE (5) YEARS. THIS PURCHASE ORDER REPRESENTS YEAR TWO (2). REFERENCED IFB AND PACIFIC DATA SYSTEMS BID IN RESPONSE THERETO; IFB 020-2011 AND PACIFIC DATA SYSTEMS BID ARE INCORPORATED HEREIN BY THIS REFERENCE. NOTE: THIS GOVERNMENT WILL NOT BE RESPONSIBLE FOR ANY UNAUTHORIZED SUPPLIES/MATERIALS/SERVICES PURCHASED UNDER THIS OPEN PURCHASE. EXPENDITURES IN EXCESS OF THIS PURCHASE ORDER AMOUNT WILL NOT BE HONORED. 110.16.000.023000.12.2600.12.	1.0	BKT	\$0.000	\$0.00		
2	ADACAO ES 110.30.329.023017.12.2600.13.	1.0	BKT	\$2,325.000	\$2,325.00		
3	AGANA HEIGHTS ES 110.30.301.023017.12.2600.13.	1.0	BKT	\$2,325.000	\$2,325.00		
4	ASTUMBO ES 110.30.325.023017.12.2600.13.	1.0	BKT	\$2,325.000	\$2,325.00		
5	BALTAZAR P. CARBULLIDO ES	1.0	BKT	\$2,325.000	\$2,325.00		

By M.H.P.J.  
Supply Management Administrator

VENDOR COPY

PO Total **\$95,325.00**

GDOE00425

GDOE 0067



# Purchase Order



Fiscal Year 2012 Page 2 of 4

**IMPORTANT**  
PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES, AND CORRESPONDENT.  
Purchase Order # **20120243-00**

**BILL TO**

BUSINESS OFFICE  
DEPARTMENT OF EDUCATION  
GOVERNMENT OF GUAM  
P.O BOX DE  
HAGATNA, GUAM 96932

Delivery must be made within doors of specified destination.

**VENDOR**

PACIFIC DATA SYSTEMS  
185 ILIPOG DRIVE  
HBC SUITE 204-A  
TAMUNING GU 96913

**SHIP TO**

FIN, STUDENT & ADMIN INFO SYS  
MANUEL F.L. GUERRERO BLDG.  
312 ASPINALL AVENUE  
HAGATNA GU 96910

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
671-300-0203		671-300-0265		20120632		E-RATE	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms			Department/Location	
07/06/2012	10157					FIN, STUDENT & ADM INFO SYS	
Item#	Description/Part No.		Qty	UOM	Unit Price	Extended Price	
	110.30.303.023017.12.2600.13.		\$2,325.00				
6	CAPTAIN HENRY B. PRICE ES 110.30.318.023017.12.2600.13.		\$2,325.00	1.0	BKT	\$2,325.000	\$2,325.00
7	CARLOS L. TAITANO ES 110.30.304.023017.12.2600.13.		\$2,325.00	1.0	BKT	\$2,325.000	\$2,325.00
8	CHIEF BRODIE MEMORIAL ES 110.30.324.023017.12.2600.13.		\$2,325.00	1.0	BKT	\$2,325.000	\$2,325.00
9	DANIEL L. PEREZ ES 110.30.323.023017.12.2600.13.		\$2,325.00	1.0	BKT	\$2,325.000	\$2,325.00
10	FINEGAYAN ES 110.30.306.023017.12.2600.13.		\$2,325.00	1.0	BKT	\$2,325.000	\$2,325.00
11	HARRY S. TRUMAN ES 110.30.307.023017.12.2600.13.		\$2,325.00	1.0	BKT	\$2,325.000	\$2,325.00
12	INARAJAN ES 110.30.309.023017.12.2600.13.		\$2,325.00	1.0	BKT	\$2,325.000	\$2,325.00
13	JUAN M. GUERRERO ES 110.30.308.023017.12.2600.13.		\$2,325.00	1.0	BKT	\$2,325.000	\$2,325.00
14	JUAN Q. SAN MIGUEL ES 110.30.311.023017.12.2600.13.		\$2,325.00	1.0	BKT	\$2,325.000	\$2,325.00
15	LIGUAN ES 110.30.328.023017.12.2600.13.		\$2,325.00	1.0	BKT	\$2,325.000	\$2,325.00
16	LYNDON B. JOHNSON ES 110.30.312.023017.12.2600.13.		\$2,325.00	1.0	BKT	\$2,325.000	\$2,325.00
17	MACHANANAO ES 110.30.327.023017.12.2600.13.		\$2,325.00	1.0	BKT	\$2,325.000	\$2,325.00
18	MANUEL U. LUJAN ES 110.30.314.023017.12.2600.13.		\$2,325.00	1.0	BKT	\$2,325.000	\$2,325.00

By MAU.P.J.  
Supply Management Administrator

VENDOR COPY

PO Total **\$95,325.00**



# Purchase Order

Fiscal Year 2012 Page 3 of 4

**IMPORTANT**  
PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES, AND CORRESPONDENT.  
Purchase Order # **20120243-00**

**BILL TO**

BUSINESS OFFICE  
DEPARTMENT OF EDUCATION  
GOVERNMENT OF GUAM  
P.O BOX DE  
HAGATNA, GUAM 96932

Delivery must be made within doors of specified destination.

**VENDOR**

PACIFIC DATA SYSTEMS  
185 ILIPOG DRIVE  
HBC SUITE 204-A  
TAMUNING GU 96913

**SHIP TO**

FIN, STUDENT & ADMIN INFO SYS  
MANUEL F.L. GUERRERO BLDG.  
312 ASPINALL AVENUE  
HAGATNA GU 96910

Vendor Phone Number 671-300-0203		Vendor Fax Number 671-300-0265		Requisition Number 20120632		Delivery Reference E-RATE		
Date Ordered 07/06/2012	Vendor Number 10157	Date Required	Freight Method/Terms		Department/Location FIN, STUDENT & ADM INFO SYS			
Item#	Description/Part No.			Qty	UOM	Unit Price	Extended Price	
19	MARCIAL A. SABLAN ES 110.30.302.023017.12.2600.13.			\$2,325.00	1.0	BKT	\$2,325.000	\$2,325.00
20	MARIA A. ULLOA ES 110.30.313.023017.12.2600.13.			\$2,325.00	1.0	BKT	\$2,325.000	\$2,325.00
21	MERIZO MARTYRS MEMORIAL ES 110.30.315.023017.12.2600.13.			\$2,325.00	1.0	BKT	\$2,325.000	\$2,325.00
22	PEDRO C. LUJAN ES 110.30.317.023017.12.2600.13.			\$2,325.00	1.0	BKT	\$2,325.000	\$2,325.00
23	TALOFOFO ES 110.30.319.023017.12.2600.13.			\$2,325.00	1.0	BKT	\$2,325.000	\$2,325.00
24	TAMUNING ES 110.30.320.023017.12.2600.13.			\$2,325.00	1.0	BKT	\$2,325.000	\$2,325.00
25	UPI ES 110.30.321.023017.12.2600.13.			\$2,325.00	1.0	BKT	\$2,325.000	\$2,325.00
26	AGUEDA I. JOHNSTON MS 110.40.430.023017.12.2600.13.			\$2,325.00	1.0	BKT	\$2,325.000	\$2,325.00
27	ASTUMBO MS 110.40.437.023017.12.2600.13.			\$2,325.00	1.0	BKT	\$2,325.000	\$2,325.00
28	FRANCISCO B. LEON GUERRERO MS 110.40.432.023017.12.2600.13.			\$2,325.00	1.0	BKT	\$2,325.000	\$2,325.00
29	INARAJAN MS 110.40.433.023017.12.2600.13.			\$2,325.00	1.0	BKT	\$2,325.000	\$2,325.00
30	JOSE L.G. RIOS MS 110.40.434.023017.12.2600.13.			\$2,325.00	1.0	BKT	\$2,325.000	\$2,325.00
31	OCEANVIEW MS 110.40.436.023017.12.2600.13.			\$2,325.00	1.0	BKT	\$2,325.000	\$2,325.00
32	VICENTE S.A. BENAVENTE MS			\$2,325.00	1.0	BKT	\$2,325.000	\$2,325.00

By                       
Supply Management Administrator

VENDOR COPY

PO Total	\$95,325.00
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GDOE00427

GDOE 0069



# Purchase Order

Fiscal Year 2012 Page 4 of 4

**BILL TO**

BUSINESS OFFICE  
DEPARTMENT OF EDUCATION  
GOVERNMENT OF GUAM  
P.O BOX DE  
HAGATNA, GUAM 96932

**IMPORTANT**  
PURCHASE ORDER NUMBER MUST APPEAR ON ALL  
INVOICES, PACKAGES, AND CORRESPONDENT.

Purchase Order # **20120243-00**

Delivery must be made within  
doors of specified destination.

**VENDOR**

PACIFIC DATA SYSTEMS  
185 ILIPOG DRIVE  
HBC SUITE 204-A  
TAMUNING GU 96913

**SHIP TO**

FIN, STUDENT & ADMIN INFO SYS  
MANUEL F.L. GUERRERO BLDG.  
312 ASPINALL AVENUE  
HAGATNA GU 96910

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
671-300-0203		671-300-0265		20120632		E-RATE	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms			Department/Location	
07/06/2012	10157					FIN, STUDENT & ADM INFO SYS	
Item#	Description/Part No.	Qty	UOM	Unit Price	Extended Price		
	110.40.431.023017.12.2600.13.	\$2,325.00					
33	GEORGE WASHINGTON HS 110.40.471.023017.12.2600.13.	1.0	BKT	\$2,325.000	\$2,325.00		
34	JOHN F. KENNEDY HS 110.40.472.023017.12.2600.13.	1.0	BKT	\$2,325.000	\$2,325.00		
35	OKKODO HS 110.40.475.023017.12.2600.13.	1.0	BKT	\$2,325.000	\$2,325.00		
36	SIMON A. SANCHEZ HS 110.40.473.023017.12.2600.13.	1.0	BKT	\$2,325.000	\$2,325.00		
37	SOUTHERN HS 110.40.474.023017.12.2600.13.	1.0	BKT	\$2,325.000	\$2,325.00		
38	J. P. TORRES ALTERNATIVE SCHOOL 110.40.438.023017.12.2600.13.	1.0	BKT	\$2,325.000	\$2,325.00		
39	F.S.A.I.S. 110.16.000.023000.12.2600.12.	1.0	BKT	\$2,325.000	\$2,325.00		
40	ORDOT/CHALAN PAGO ES 110.30.316.023017.12.2600.13.	1.0	BKT	\$2,325.000	\$2,325.00		
41	WETTENGEL ES 110.30.322.023017.12.2600.13.	1.0	BKT	\$2,325.000	\$2,325.00		
42	LUIS P. UNTALAN MS 110.40.435.023017.12.2600.13.	1.0	BKT	\$2,325.000	\$2,325.00		
DOE-12 DOEPR 3.11.2.3 EXISTING GOVERNMENT CONTRACT, "ALL LATE DELIVERIES AND ACCEPTANCE ARE SUBJECT TO LIQUIDATED DAMAGES".							

By *M.H.P.*  
Supply Management Administrator

VENDOR COPY

PO Total **\$95,325.00**

GDOE00428

GDOE 0070



**IMPORTANT**  
 PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES, AND CORRESPONDENT.  
 Purchase Order # **20120243-00**

**BILL TO**

BUSINESS OFFICE  
 DEPARTMENT OF EDUCATION  
 GOVERNMENT OF GUAM  
 P.O BOX DE  
 HAGATNA, GUAM 96932

Delivery must be made within doors of specified destination.

**VENDOR**

PACIFIC DATA SYSTEMS  
 185 ILIPOG DRIVE  
 HBC SUITE 204-A  
 TAMUNING GU 96913

**SHIP TO**

FIN, STUDENT & ADMIN INFO SYS  
 MANUEL F. L. GUERRERO BLDG.  
 312 ASPINALL AVENUE  
 HAGATNA GU 96910

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
671-300-0203		671-300-0265		20120632		E-RATE	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms			Department/Location	
07/06/2012	10157					FIN, STUDENT & ADM INFO SYS	
Item#	Description/Part No.			Qty	UOM	Unit Price	Extended Price
	110.40.431.023017.12.2600.13.						\$2,325.00
33	GEORGE WASHINGTON HS 110.40.471.023017.12.2600.13.			1.0	BKT	\$2,325.000	\$2,325.00
34	JOHN F. KENNEDY HS 110.40.472.023017.12.2600.13.			1.0	BKT	\$2,325 000	\$2,325.00
35	OKKODO HS 110.40.475.023017.12.2600.13.			1.0	BKT	\$2,325 000	\$2,325 00
36	SIMON A. SANCHEZ HS 110.40.473.023017.12.2600.13.			1.0	BKT	\$2,325 000	\$2,325 00
37	SOUTHERN HS 110.40.474.023017.12.2600.13.			1.0	BKT	\$2,325 000	\$2,325.00
38	J. P. TORRES ALTERNATIVE SCHOOL 110.40.438.023017.12.2600.13.			1.0	BKT	\$2,325 000	\$2,325 00
39	F.S.A.I.S. 110.16.000.023000.12.2600.12.			1.0	BKT	\$2,325 000	\$2,325 00
40	ORDOT/CHALAN PAGO ES 110.30.316.023017.12.2600.13.			1.0	BKT	\$2,325 000	\$2,325 00
41	WETTENGEL ES 110.30.322.023017.12.2600.13.			1.0	BKT	\$2,325 000	\$2,325 00
42	LUIS P. UNTALAN MS 110.40.435.023017.12.2600.13.			1.0	BKT	\$2,325 000	\$2,325 00
DOE-12 DOEPR 3.11.2.3 EXISTING GOVERNMENT CONTRACT, "ALL LATE DELIVERIES AND ACCEPTANCE ARE SUBJECT TO LIQUIDATED DAMAGES".							

PO Total

**89,325.007**

**Attachment 6 Purchase Orders FY 2012 and FY 2013**  
**Guam Department of Education**

**THIS PURCHASE ORDER IS SUBJECT TO THE FOLLOWING  
TERMS AND CONDITIONS:**

1. Acknowledgement of this Purchase Order (the "PO") must be transmitted to Guam Department of Education (GDOE) either by fax or by return e-mail, advising of the shipping date.
2. No variation in any of the terms and conditions, deliveries, prices, quality or specification, of this PO, irrespective of the wording of the seller's acceptance, will be effective without buyer's written consent.
3. Packing list must accompany each shipment, showing our PO number, description and part/serial number for each item.
4. Shipments must be identified as "PARTIAL" or "COMPLETE". On POs that cannot be shipped "COMPLETE" within 10 days, GDOE will need written notification as to the shipping date. If shipper is unable or refuses to deliver within the terms, GDOE may terminate this PO in whole or in part.
5. Materials are subject to inspection and approval within reasonable time after delivery; if specifications are not met, material shall be returned at seller's expense.
6. In connection to any prompt payment discount offered, time will be computed from date of delivery and acceptance at destination, or from the date the correct invoice or voucher is received in the office specified by the Government of Guam, if the latter is later than date of delivery and acceptance. Payment is deemed to be made, for the purpose of earning discount, on the date of mailing the check.
7. Over shipments, unless written authorization is given, will not be accepted and will be the responsibility of the seller to retrieve.
8. This PO, if issued in connection with a bid award and/or contract, shall be governed by the Terms and Conditions of the specified award and/or contract if in conflict with these Terms and Conditions.
9. All invoices should be itemized in accordance with the numerical sequence of our PO listing.
10. Schedule for delivery: Successful bidder shall notify the GDOE's warehouse at (671) 475-0634/5 and the alternate delivery location at least twenty-four (24) hours before delivery of any item under this PO.

# Purchase Order



**IMPORTANT**  
PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES, AND CORRESPONDENCE.  
Purchase Order # **20130016-00**

**B I L L T O**

BUSINESS OFFICE  
DEPARTMENT OF EDUCATION  
GOVERNMENT OF GUAM  
P.O BOX DE  
HAGATNA, GUAM 96932

Delivery must be made within doors of specified destination.

**V E N D O R**

PACIFIC DATA SYSTEMS  
185 ILIPOG DRIVE  
HBC SUITE 204-A  
TAMUNING GU 96913

**S H I P T O**

FIN. STUDENT & ADMIN INFO SYS  
MANUEL F.L. GUERRERO BLDG.  
312 ASPINALL AVENUE  
HAGATNA GU 96910

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
671-300-0203		671-300-0265		20130028		E-RATE	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms			Department/Location	
10/15/2012	10157					FIN, STUDENT & ADM INFO SYS	
Item#	Description/Part No.			Qty	UOM	Unit Price	Extended Price
1	<p>WIDE AREA NETWORK (WAN) SERVIC</p> <p>The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading</p> <p>INSTRUCTION TO VENDOR: 1. DO NOT OVERSHIP OR SUBSTITUTE WITHOUT PRIOR PURCHASING DEPT. APPROVAL. 2. SEND ALL INVOICES, CERTIFIED ORIGINAL AND ONE (1) COPY ONLY, TO BUSINESS OFFICE, GUAM DEPT. OF EDUCATION P.O. BOX DE HAGATNA</p> <p>The above Purchase Order Number must appear on all correspondence - Packing sheets and Bills of Lading</p> <p>INSTRUCTION TO VENDOR: 1. DO NOT OVERSHIP OR SUBSTITUTE WITHOUT PRIOR PURCHASING DEPARTMENT APPROVAL. 2. SEND ALL INVOICES (CERTIFIED ORIGINAL, AND ONE (1) COPY ONLY) TO BUSINESS OFFICE, GUAM DEPARTMENT OF EDUCATION, P. O. BOX DE, HAGATNA, GUAM 96932</p> <p>GDOE IFB 020-2011 GDOE NETWORK (GENET) 2011 PART 6: WIDE AREA NETWORK (WAN) SERVICES E-RATE CYCLE YEAR 2012 PURCHASE ORDER ISSUED TO COVER THE COST OF WIDE AREA NETWORK (WAN) SERVICES FOR GDOE FISCAL YEAR 2013 (OCTOBER 01, 2012 - JUNE 30, 2013) THIS PURCHASE ORDER IS SUBJECT TO THE TERMS OF THE ABOVE. IFB 020-2011 IS AWARDED FOR A PERIOD OF FIVE (5) YEARS. THIS PURCHASE ORDER REPRESENTS YEAR TWO (2).</p> <p>REFERENCE IFB AND PACIFIC DATA SYSTEM'S BID IN RESPONSE THERETO; IFB 020-2011 AND PACIFIC DATA SYSTEM'S BID ARE INCORPORATED HEREIN BY THIS REFERENCE.</p> <p>NOTE: THIS GOVERNMENT WILL NOT BE REPOSNSIBLE FOR ANY UNAUTHORIZED SUPPLIES/MATERIAL/SERVICES PURCHASED UNDER THIS OPEN PURCHASE. EXPENDITURES IN EXCESS OF THE PURCHASE</p>			1.0	BKT	\$0.000	\$0 00

PO Total **\$285,875.88**

# Purchase Order



**IMPORTANT**  
PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES, AND CORRESPONDENT

Purchase Order # **20130016-00**

**BILL TO**

BUSINESS OFFICE  
DEPARTMENT OF EDUCATION  
GOVERNMENT OF GUAM  
P.O BOX DE  
HAGATNA, GUAM 96932

Delivery must be made within doors of specified destination.

**VENDOR**

PACIFIC DATA SYSTEMS  
185 ILIPOG DRIVE  
HBC SUITE 204-A  
TAMUNING GU 96913

**SHIP TO**

FIN, STUDENT & ADMIN INFO SYS  
MANUEL F.L. GUERRERO BLDG.  
312 ASPINALL AVENUE  
HAGATNA GU 96910

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
671-300-0203		671-300-0265		20130028		E-RATE	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location		
10/15/2012	10157				FIN, STUDENT & ADM INFO SYS		
Item#	Description/Part No.			Qty	UOM	Unit Price	Extended Price
	ORDER AMOUNT WILL NOT BE HONORED. 110.16.000.036300.13.2600.13.			\$0.00			
2	ADACAO ES 110.30.329.023017.13.2200.13.			1.0	BKT	\$6,975.000	\$6,975.00
3	AGANA HEIGHTS ES 110.30.301.023017.13.2200.13.			1.0	BKT	\$6,975.000	\$6,975.00
4	ASTUMBO ES 110.30.325.023017.13.2200.13.			1.0	BKT	\$6,975.000	\$6,975.00
5	BALTAZAR P. CARBULLIDO ES 110.30.303.023017.13.2200.13.			1.0	BKT	\$6,975.000	\$6,975.00
6	CAPTAIN HENRY B. PRICE ES 110.30.318.023017.13.2200.13.			1.0	BKT	\$6,975.000	\$6,975.00
7	CARLOS L. TAITANO ES 110.30.304.023017.13.2200.13.			1.0	BKT	\$6,975.000	\$6,975.00
8	CHIEF BRODIE MEMRORIAL ES 110.30.324.023017.13.2200.13.			1.0	BKT	\$6,975.000	\$6,975.00
9	DANIEL L. PEREZ ES 110.30.323.023017.13.2200.13.			1.0	BKT	\$6,975.000	\$6,975.00
10	FINEGAYAN ES 110.30.306.023017.13.2200.13.			1.0	BKT	\$6,975.000	\$6,975.00
11	HARRY S. TRUMAN ES 110.30.307.023017.13.2200.13.			1.0	BKT	\$6,975.000	\$6,975.00
12	INARAJAN ES 110.30.309.023017.13.2200.13.			1.0	BKT	\$6,975.000	\$6,975.00
13	JUAN M. GUERRERO ES 110.30.308.023017.13.2200.13.			1.0	BKT	\$6,975.000	\$6,975.00
14	JUAN Q. SAN MIGUEL ES			1.0	BKT	\$6,975.000	\$6,975.00

**PO Total** **\$285,975.00**

# Purchase Order



**IMPORTANT**  
PURCHASE ORDER NUMBER MUST APPEAR ON ALL  
INVOICES, PACKAGES, AND CORRESPONDENT

Purchase Order # **20130016-00**

**B I L L T O**

BUSINESS OFFICE  
DEPARTMENT OF EDUCATION  
GOVERNMENT OF GUAM  
P.O BOX DE  
HAGATNA, GUAM 96932

Delivery must be made within  
doors of specified destination.

**V E N D O R**

PACIFIC DATA SYSTEMS  
185 ILIPOG DRIVE  
HBC SUITE 204-A  
TAMUNING GU 96913

**S H I P T O**

FIN, STUDENT & ADMIN INFO SYS  
MANUEL F.L. GUERRERO BLDG.  
312 ASPINALL AVENUE  
HAGATNA GU 96910

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
671-300-0203		671-300-0265		20130028		E-RATE	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location		
10/15/2012	10157				FIN, STUDENT & ADM INFO SYS		
Item#	Description/Pak No.			Qty	UOM	Unit Price	Extended Price
	110.30.311.023017.13.2200.13.						\$6,975.00
15	LIGUAN ES			1.0	BKT	\$6,975.000	\$6,975.00
	110.30.328.023017.13.2200.13.						\$6,975.00
16	LYNDON B. JOHNSON ES			1.0	BKT	\$6,975.000	\$6,975.00
	110.30.312.023017.13.2200.13.						\$6,975.00
17	MACHANANAO ES			1.0	BKT	\$6,975.000	\$6,975.00
	110.30.327.023017.13.2200.13.						\$6,975.00
18	MANUEL U. LUJAN ES			1.0	BKT	\$6,975.000	\$6,975.00
	110.30.314.023017.13.2200.13.						\$6,975.00
19	MARCIAL A. SABLAN ES			1.0	BKT	\$6,975.000	\$6,975.00
	110.30.302.023017.13.2200.13.						\$6,975.00
20	MARIA A. ULLOA ES			1.0	BKT	\$6,975.000	\$6,975.00
	110.30.313.023017.13.2200.13.						\$6,975.00
21	MERIZO MARTYRS MEMORIAL ES			1.0	BKT	\$6,975.000	\$6,975.00
	110.30.315.023017.13.2200.13.						\$6,975.00
22	PEDRO C. LUJAN ES			1.0	BKT	\$6,975.000	\$6,975.00
	110.30.317.023017.13.2200.13.						\$6,975.00
23	TALOFOFO ES			1.0	BKT	\$6,975.000	\$6,975.00
	110.30.319.023017.13.2200.13.						\$6,975.00
24	TAMUNING ES			1.0	BKT	\$6,975.000	\$6,975.00
	110.30.320.023017.13.2200.13.						\$6,975.00
25	UPI ES			1.0	BKT	\$6,975.000	\$6,975.00
	110.30.321.023017.13.2200.13.						\$6,975.00
26	ORDOT/CHALAN PAGO ES			1.0	BKT	\$6,975.000	\$6,975.00
	110.30.316.023017.13.2200.13.						\$6,975.00
27	WETTENGEL ES			1.0	BKT	\$6,975.000	\$6,975.00
	110.30.322.023017.13.2200.13.						\$6,975.00

**PO Total** **\$285,975.00**



# Purchase Order



**IMPORTANT**  
PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES, AND CORRESPONDENT.  
Purchase Order # **20130016-00**

**BILL TO**

BUSINESS OFFICE  
DEPARTMENT OF EDUCATION  
GOVERNMENT OF GUAM  
P.O BOX DE  
HAGATÑA, GUAM 96932

Delivery must be made within doors of specified destination.

**VENDOR**

PACIFIC DATA SYSTEMS  
185 ILIPOG DRIVE  
HBC SUITE 204-A  
TAMUNING GU 96913

**SHIP TO**

FIN, STUDENT & ADMIN INFO SYS  
MANUEL F.L. GUERRERO BLDG  
312 ASPINALL AVENUE  
HAGATNA GU 96910

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
671-300-0203		671-300-0265		20130028		E-RATE	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms			Department/Location	
10/15/2012	10157					FIN, STUDENT & ADM INFO SYS	
Item#	Description/Part No.			Qty	UOM	Unit Price	Extended Price
28	AGUEDA I. JOHNSTON MS 110.40.430.023017.13.2200.13.			1.0	BKT	\$6,975.000	\$6,975.00
29	ASTUMBO MS 110.40.437.023017.13.2200.13.			1.0	BKT	\$6,975.000	\$6,975.00
30	FRANCISCO B. LEON GUERRERO MS 110.40.432.023017.13.2200.13.			1.0	BKT	\$6,975.000	\$6,975.00
31	INARAJAN MS 110.40.433.023017.13.2200.13.			1.0	BKT	\$6,975.000	\$6,975.00
32	JOSE L.G. RIOS MS 110.40.434.023017.13.2200.13.			1.0	BKT	\$6,975.000	\$6,975.00
33	OCEANVIEW MS 110.40.436.023017.13.2200.13.			1.0	BKT	\$6,975.000	\$6,975.00
34	VICENTE S.A. BENAVENTE MS 110.40.431.023017.13.2200.13.			1.0	BKT	\$6,975.000	\$6,975.00
35	GEORGE WASHINGTON HS 110.40.471.023017.13.2200.13.			1.0	BKT	\$6,975.000	\$6,975.00
36	JOHN F. KENNEDY HS 110.40.472.023017.13.2200.13.			1.0	BKT	\$6,975.000	\$6,975.00
37	OKKODO HS 110.40.475.023017.13.2200.13.			1.0	BKT	\$6,975.000	\$6,975.00
38	SIMON A. SANCHEZ HS 110.40.473.023017.13.2200.13.			1.0	BKT	\$6,975.000	\$6,975.00
39	SOUTHERN HS 110.40.474.023017.13.2200.13.			1.0	BKT	\$6,975.000	\$6,975.00
40	J. P. TORRES ALTERNATIVE SCHOOL 110.40.438.023017.13.2200.13.			1.0	BKT	\$6,975.000	\$6,975.00
41	LUIS P. UNTALAN MS			1.0	BKT	\$6,975.000	\$6,975.00

**PG Total** **\$285,975.00**

# Purchase Order

Fiscal Year 2013

Page 5 of 5



**IMPORTANT**  
PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES, AND CORRESPONDENT

Purchase Order # **20130016-00**

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BUSINESS OFFICE  
DEPARTMENT OF EDUCATION  
GOVERNMENT OF GUAM  
P O BOX DE  
HAGATNA, GUAM 96932

Delivery must be made within doors of specified destination.

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PACIFIC DATA SYSTEMS  
185 ILIPOG DRIVE  
HBC SUITE 204-A  
TAMUNING GU 96913

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FIN, STUDENT & ADMIN INFO SYS  
MANUEL F.L. GUERRERO BLDG.  
312 ASPINALL AVENUE  
HAGATNA GU 96910

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
671-300-0203		671-300-0265		20130028		E-RATE	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location		
10/15/2012	10157				FIN, STUDENT & ADM INFO SYS		
Item#	Description/Part No.			Qty	UOM	Unit Price	Extended Price
42	110.40.435.023017.13.2200.13.						\$6,975.00
	F.S.A.I.S.			1.0	BKT	\$6,975.000	\$6,975.00
	110.16.000.023017.13.2500.13.						\$6,975.00
DOE-12 DOEPR 3 11.2.3 EXISTING GOVERNMENT CONTRACT, "ALL LATE DELIVERIES AND ACCEPTANCE ARE SUBJECT TO LIQUIDATED DAMAGES".							

**PO Total** **\$285,975.00**

## Attachment 7 GDOE PDS Meeting Notes



David C. Cruz (F.S.A.I.S.) <dcruz@gdoe.net>

---

### Fwd: Meeting - PDS 8-17-2011

1 message

Vincent Dela Cruz <vincedc@gdoe.net>

Mon, Aug 22, 2011 at 11:16 AM

To: John Day <john@pdsguam.com>, "Vanderford, Cork" <cork@pdsguam.com>

Cc: fsais@gdoe.net, "Taling M. Taitano" <tmtaitano@gdoe.net>

Hello PDS,

Please see the notes for our meeting. Please note the check boxes require action and should be followed up on.

Please let me know if there are any changes that need to be made or any inaccuracies for the minutes below.

Thanks,

-----  
Vincent Dela Cruz  
Guam Department of Education - FSAIS  
Business: (671) 475-0479  
Fax: (671) 477-9666

---

### Meeting - PDS 8-17-2011

#### Meeting with PDS - 8-17-2011 - 3pm

Attendees: Vincent Dela Cruz, David Cruz, Raymond Yoshida, John Day, Cork Vanderford

#### I. Sign-in

#### II. Purpose

Discuss ERate Service

#### III. WAN Update

##### JFK

1st phase - main office and counselor's area, pbx installed, phones setup, 1 drop per outlet

PBX is installed and terminated. Just waiting on the link. Need to connect to the main units to the central office.

JFK should be up in the morning.

2nd phase - classrooms, teacher workrooms, annex, etc. Disaster with wiring: problem with container that fell in the ravine.

Adacao - they got MCV to provision the service. Expecting to install the service - 2 separate links - 2 up, 7 down. The use of SIP trunking. Expecting to have it by this week. Wireless devices are ready for MCV. Scheduled for Friday (8-19-11)

Inarajan Elementary - GTA got their DPW permit. GTA expects the problem to be up by tomorrow (Thursday). Pushing for Friday.

## Attachment 7 GDOE PDS Meeting Notes

- \* Circuits in PIT1.
- \* Have been circling back and other works.
- \* Anticipation to have all 3 schools up by Friday. They will try to get them to work on Saturday.

### a. Slow Internet Speed

Schedule for second phase: PDS have been maxing out in the next couple of week. Design process is taking a lot longer than we expect. They are still at design stage, to complete permitting, and bridge. Interim work have been taken up most of their time.

- GDOE - provide specific schools with problems

### Billing

- Prorated bills in July
- August has less 6 links
- PDS to provide the itemized billing
- All based on the Schedule/price list/table

John to provide DID numbers

John to send draft of invoice in Excel

### IV. Invoice routing

PDS Invoices to go FSAIS first

### V. Telephone Number Inventory

### VI. ERATE Reimbursement (Authorized Disbursement for USAC)

1. 2009 - \$2226, 979
2. 2008 - \$281,008

John to provide rebate documentations.

Dave to work with Joey on reimbursement

**Note: Service Provider Invoice - PDS will bill the discount to GDOE.**

Shoretel - GDOE are on version 8.1. GDOE doesn't need to worry about the upgrade up to version 8.1. DVM servers - 14 - 5 are upgradeable but 9 DVM problems are a problem.

John to provide an update on the 9 DVMs upgrade path.

- \* Conduit to Business office - need purchase order.

The Sign-in sheet can be found at: [https://www.sugarsync.com/pf/D680476\\_6389767\\_845788](https://www.sugarsync.com/pf/D680476_6389767_845788)

# **EXHIBIT 5**

1 **GUAM DEPARTMENT OF EDUCATION**

Rebecca M. Perez, Legal Counsel

2 P.O. Box DE

Hagåtña, Guam 96910

3 Telephone (671) 300-1537

Email: legal-admin@gdoe.net

4 *Attorney for Guam Department of Education*

5 **BEFORE THE OFFICE OF PUBLIC ACCOUNTABILITY**  
6 **PROCUREMENT APPEAL**

7 IN THE APPEAL OF

8  
9 **TELEGUAM HOLDINGS, LLC AND**  
10 **ITS WHOLLY OWNED**  
11 **SUBSIDIARIES, GTA TELEGUAM,**  
12 **LLC; GTA SERVICES, LLC; AND**  
13 **PULSE MOBILE LLC,**

Appellant.

APPEAL NO. OPA-PA-13-016

**ANSWER OF PURCHASING AGENCY**

14  
15 Comes now the Guam Department of Education (“GDOE”) the Purchasing Agency in this  
16 matter, and pursuant to 2 GAR Div 4 §12105(g) answers the allegations made in this procurement  
17 appeal by Teleguam Holdings, LLC and its wholly owned subsidiaries, GTA Telecom, LLC;  
18 GTA Services, LLC; and Pulse Mobile, LLC (hereafter “GTA”).

19 **I. As GTA’s protest relates to the award of IFB 020-2011, it is untimely. As GTA’s**  
20 **protest relates to performance under the IFB, it is outside the allowable scope of**  
21 **a protest or appeal under Guam procurement law.**

22 On August 30, 2013 GTA filed a protest with GDOE making several allegations about the  
23 handling of Part 6 of GDOE Invitation for Bid (“IFB”) 020-2011. The IFB solicited services  
24 related to GDOE’s E-Rate Network, and Part 6 of the IFB was specific to Wide Area Network  
25 (“WAN”) services. GTA bid on Part 6 of the IFB, but was not selected for award. Instead, the  
26 award for that Part was made to Pacific Data Systems (“PDS”).

27 Page 1 of 4

28 *In the Appeal of TeleGuam Holdings, LLC and its Wholly Owned Subsidiaries, GTA TeleGuam, LLC; GTA Services,*  
*LLC; and Pulse Mobile LLC, Appellant*

OPA-PA-13-016

Answer of Purchasing Agency

GDOE00438

1  
2 On November 5, 2013 GDOE denied GTA's protest for two reasons: First, because the  
3 protest was outside the fourteen day limit for filing a protest and therefore untimely. Second,  
4 because it was outside the acceptable scope of a protest.

5 In its appeal, GTA alleges that its protest was timely because it did not receive information  
6 about PDS's performance under the IFB until August 16, 2013, and it filed the protest on August  
7 30, 2013 within the requisite time period for doing so.

8 Because GTA is protesting the determination of PDS's responsibility, its protest is untimely.  
9 GTA alleges that GDOE failed to properly determine whether PDS was a responsible bidder.  
10 Determinations of bidder responsibility are made *prior* to award of a contract. 5 GCA §5211(g)  
11 states a contract shall be awarded to "the lowest responsible bidder whose bid meets the  
12 requirements" of an IFB. Therefore, GTA's allegations about PDS responsibility necessarily  
13 involve determinations made prior to the award of Part 6 to PDS. The award to PDS occurred by  
14 the issuance of a purchase order in March 2011. Additionally, GTA publicly acknowledged that  
15 PDS had received the award for Part 6 and complained about PDS's performance thereunder at  
16 least as early as May 2013 (*See* Archived Pacific Daily News Article dated May 3, 2013 at  
17 Attachment 1). Therefore GTA knew about PDS's award and performance in May but acted well  
18 beyond the fourteen day limit for filing a protest when it waited until August 30, 2013 to do so.

19 GTA also states in its appeal that it "is not protesting the award of Part 6 to PDS, rather GTA  
20 is protesting the performance, or the lack thereof, of PDS" (GTA Procurement Appeal filed  
21 November 19, 2013, p. 4.) Because GTA is protesting the performance of a contractor after an  
22 award, its protest is outside the allowable scope of protests and appeals as defined in 5 GCA  
23 §5425, §5426, and §5427. The allowable basis for a protest under §5425 is when an actual or  
24 prospective bidder is aggrieved in connection with source selection, solicitation, or award of a  
25 contract. Under §5246, a petition to debar or suspend a vendor may be made to a purchasing  
26 agency, but under 2 GAR Div 4 §12401, a subsequent appeal to the OPA may be taken only if a  
27 suspension or debarment has occurred. §5427 applies to contract controversies arising between a  
28 purchasing agency and a contractor. None of the circumstances described in §§5425, 5426, or  
5427 apply to the current matter. Therefore, GTA's protest and appeal are improperly before the  
Office of Public Accountability ("OPA") and should be dismissed.

1  
2 **II. The Office of Public Accountability is not the proper forum for actions related to**  
3 **vendor performance after an award is made.**

4 In its appeal, GTA alleges that PDS failed to comply with the conditions of the IFB, that  
5 GDOE allowed PDS to provide lesser services than what was required in the IFB, and that GDOE  
6 failed to cancel PDS's purchase orders for services. GTA also alleges that GDOE failed to assess  
7 liquidated damages for non-performance by PDS and violated the payment terms set forth in Part  
8 6 of the IFB. Each of these allegations relate to PDS's performance under a contract between  
9 GDOE and PDS. As stated above, under 5 GCA §5427, a protest or appeal relating to a contract  
10 are limited to controversies that arise between a *purchasing agency and a contractor*. GTA is  
11 neither, and has no standing to bring these matters before the OPA.

12 The discretion to declare a vendor in default of a contract, or to terminate a contract,  
13 belongs to GDOE. GTA itself cited this authority when quoting Section 41 of the IFB on page 9  
14 of its Procurement Appeal. As GTA quoted, Section 41 states "[w]hen the contractor is given  
15 notice of delay or nonperformance ... the contractor shall be liable for damages... *if the*  
16 *contractor is terminated for default*, or until the contractor provides the supplies or services *if*  
17 *the contractor is not terminated for default.*" The right to declare a default or terminate a  
18 contract belongs to the parties to the contract, and GTA is not a party to the award of Part 6 of the  
19 IFB. GTA has no standing to enforce the terms of a contract to which it is not a party.

20 Each of these claims relate to the potential payment of money by and between GDOE and  
21 PDS. As discussed above, these claims do not meet the requirements for a protest or appeal under  
22 Guam's procurement laws. Additionally, under 5 GCA §5703, the OPA "shall not have  
23 jurisdiction over disputes having to do with money owed to or by the government of Guam."  
24 Therefore these claims are not properly before the OPA and should be dismissed.

25 **CONCLUSION**

26 GTA's protest and appeal are without merit. As GTA's allegations relate to  
27 determinations about PDS's responsibility, those allegations were not made within fourteen days  
28 of when GTA knew of the award and PDS's performance thereunder. As for allegations relating



1 to PDS's performance under the award of Part 6 of the IFB, GTA does not have standing to raise  
2 a protest or appeal. Finally, with regard to allegations relating to liquidated damages or payment  
3 under Part 6, GTA is not a party to a contract between PDS and GDOE and does not have  
4 standing to raise issues relating to enforcement of that contract. The Office of Public  
5 Accountability also does not have jurisdiction to address matters relating to money owed to or by  
6 the government of Guam. Therefore, GTA's protest and appeal have no merit and should be  
7 dismissed.

8  
9 Dated this 5<sup>th</sup> day of December, 2013.

10 Respectfully submitted,

11 **GUAM DEPARTMENT OF EDUCATION**

12  
13  
14 By: 

15 **REBECCA M. PEREZ, ESQ.**  
16 *Legal Counsel*

# **ATTACHMENT 1**

## Feds deny Internet funds: Connections at public schools don't meet standards

Pacific Daily News - Hagatna, Guam

Author: Gaynor Dumat-ol Daleno

Date: May 3, 2013

Start Page: n/a

Section: Local News

Text Word Count: 778

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### Document Text

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Guam's 40 public schools receive slower Internet speed and limited capacity for online learning compared to what they are supposed to receive under a 5-year agreement with contractor Pacific Data Systems.

The speed is so slow the federal government is unwilling to reimburse Guam for the cost, according to documents obtained by losing bidder GTA, which has called for an extensive audit of the contract.

Guam's 27 elementary schools, eight middle schools and five high schools were provided Internet connection by contractor PDS with the expectation that the Guam Department of Education would be reimbursed for the cost under the federal E-rate program.

GTA states, in letters to the public auditor, the legislative leadership and the Office of the Attorney General, that Guam DOE schools have been receiving temporary and incomplete services from the vendor.

"It further appears from the documents obtained that the vendor has been providing services ... that were deemed ineligible for federal reimbursement," GTA states.

Through a Freedom of Information Act request, GTA obtained some documents, including a May 30, 2012, email from DOE to PDS, in which DOE received confirmation from an entity overseeing and managing the federal technology program that the temporary service being provided by PDS to the island's public schools "is not eligible," for reimbursement.

GTA states in letters asking for a government audit that Guam DOE has been paying \$258,000 a year for the five-year contract. If fully executed, the contract cost would exceed \$1 million.

Guam DOE Deputy Superintendent for Finance Taling Taitano said the department has so far paid PDS only \$11,165 a month since July 2011, based on the service PDS is able to provide for now. That would bring the payment to about \$200,000 over the past 18 months.

PDS is providing temporary online service with slower speed because its infrastructure to provide service that meets federal reimbursement faces construction permitting delays, Taitano said.

PDS is providing up to 10 megabytes per second at the school sites and 100 Mbps at DOE's Network Operating Center, Taitano said.

"Once (PDS') infrastructure is in place, we would expect for (wide area network) lit service speed of 1,000 Mbps for each of (the 40 schools and DOE network center) sites," Taitano said.

Even without PDS' full infrastructure in place, Taitano says, PDS is providing services according to what was required in the bid.

Taitano said the bid package asked bidders to submit monthly rates for various capacities -- 5 Mbps, 10 Mbps, 15 Mbps, 20 Mbps, 50 Mbps, 100 Mbps and 1,000 Mbps -- to interconnect each school site and district offices.

"We are paying them at the level of service they provide," Taitano said.

GTA is asking the island's public auditor, attorney general and lawmakers to conduct what the company calls "a critical audit and review of the delivery, or lack thereof, of telecommunications services" related to the PDS contract. The contract was awarded to PDS in March 2011, and the contract was supposed to have been fulfilled within 60 days of that date, GTA states.

John Day, an executive with PDS, states in a series of letters and emails to Guam DOE that PDS has faced delays in getting a construction permit from the Department of Public Works.

"We have provided the schools with temporary services while (in the process of installing) the higher-capacity services," Day said Wednesday. "Those higher-capacity services require construction of facilities to the schools."

The installation of fiber-optic facilities needs DPW clearance because the fiber-optics are being installed along roads, he said. PDS said it has asked for the permit since 2011.

Taitano said PDS will upgrade the service after DPW gives PDS permission to trench public roads.

The current Internet capacity, Day said, is "sufficient to meet the schools' requirements."

GTA Chief Operations Officer Andrew Gayle Jr. said "taxpayers and the government should have their expectations met by vendors who compete and make representations to render services or products."

"Overpromising, underproviding, or underperforming should not be tolerated by any customer -- public or private," Gayle wrote in February to various Guam government officials.

Public Auditor Doris Flores Brooks said she will bring up GTA's concerns during an upcoming meeting later this month with the committee that looks at Guam DOE's finances.

Brooks' office heard a procurement appeal involving PDS and GTA on a larger telecom contract with the local government, so when GTA sent a letter to her office in February on the Internet contract for schools, Brooks said she could not immediately do or say anything about it.

She said she doesn't want her office's actions to be used for or against parties in the appeals process.

ID\_Code: M0-305030302

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**Abstract** (Document Summary)

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Through a Freedom of Information Act request, GTA obtained some documents, including a May 30, 2012, email from DOE to PDS, in which DOE received confirmation from an entity overseeing and managing the federal technology program that the temporary service being provided by PDS to the island's public schools "is not eligible," for reimbursement.

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# **EXHIBIT 6**

1 **GUAM DEPARTMENT OF EDUCATION**

2 Rebecca M. Perez, Legal Counsel

3 P.O. Box DE

4 Hagåtña, Guam 96910

5 Telephone (671) 300-1537

6 Email: legal-admin@gdoe.net

7 *Attorney for Guam Department of Education*

**RECEIVED**

OFFICE OF PUBLIC ACCOUNTABILITY  
PROCUREMENT APPEALS

DATE: 11/27/13

TIME: 4:15  AM  PM BY: JG

FILE NO OPA-PA: 13-016

8 **BEFORE THE OFFICE OF PUBLIC ACCOUNTABILITY**  
9 **PROCUREMENT APPEAL**

10 IN THE APPEAL OF

11 TELEGUAM HOLDINGS, LLC AND  
12 ITS WHOLLY OWNED  
13 SUBSIDIARIES, GTA TELEGUAM,  
14 LLC; GTA SERVICES, LLC; AND  
15 PULSE MOBILE LLC,

16 Appellant.

17 APPEAL NO. OPA-PA-13-016

18 **NOTICE RE:**  
19 **JUDICIAL PROCEEDING**

**RECEIVED**

CARLSMITH BALL

DATE: 11/27/13 TIME: 4:24 ASB

20 Pursuant to 2 GAR Div 4 §12103(b), if an action concerning a procurement under appeal  
21 has commenced in court, the Office of Public Accountability (“OPA”) shall not act on the appeal  
22 and shall decline the matter due to judicial involvement unless the court requests a decision of the  
23 OPA.

24 The Guam Department of Education (“GDOE”) confirms that to the best of its knowledge  
25 no case or action concerning the procurement that is the subject of this Appeal, that is, GDOE  
26 Invitation for Bid 020-2011 (the “IFB”), has been commenced in court. GDOE agrees to notify  
27 the Office of Public Accountability if a court action involving the underlying procurement shall  
28 commence.

However, an action has commenced in court that directly relates to the OPA’s authority to  
grant the relief requested in this matter. Appellant has requested that the OPA terminate the  
award of Part 6 of the IFB (See Procurement Appeal filed November 19, 2013 at p. 10). A case  
currently before the Guam Supreme Court, *Xerox Corporation vs. Office of Public Accountability*,  
Sup. Ct. Guam CVA13-018, raises the issue of whether the OPA has authority to terminate a

1 contract between a vendor and an agency of the Government of Guam. Therefore, though not  
2 directly involving GDOE IFB 020-2011, Guam Supreme Court Case No. CVA13-018 does  
3 concern the present appeal to the extent it affects the OPA's authority to grant the relief requested  
4 by the Appellant herein.  
5

6 Respectfully submitted,  
7

8 **GUAM DEPARTMENT OF EDUCATION**

9  
10 By: 

11 **REBECCA M. PEREZ, ESQ.**

12 *Legal Counsel*

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*Nov 27, 2013*