

**Appendix A: Notice of Appeal Form  
PROCUREMENT APPEAL**

**PART I- To be completed by OPA**

In the Appeal of	)	<b>NOTICE OF APPEAL</b>
JMI Edison	)	
(Name of Company), APPELLANT	)	
	)	
	)	
	)	Docket No. OPA-PA <u>13-009</u> <sup>010</sup>

**PART II- Appellant Information**

Name: JMI Edison

Mailing Address: 125 N. Marine Drive  
Tamuning, Guam 96913

Business Address: 125 N. Marine Drive  
Tamuning, Guam 96913

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

Daytime Contact No: (671) 649-5444

Fax No.: \_\_\_\_\_

**RECEIVED**  
OFFICE OF PUBLIC ACCOUNTABILITY  
PROCUREMENT APPEALS

DATE: 8/2/13

TIME: 4:44  AM  PM BY: Thygn

FILE NO OPA-PA: 13-010

**PART III- Appeal Information**

- A) Purchasing Agency: Guam Department of Education
- B) Identification/Number of Procurement, Solicitation, or Contract: GDOE IFB 008-2013
- C) Decision being appealed was made on July 25, 2013 (date) by:  
 Chief Procurement Officer     Director of Public Works     Head of Purchasing Agency

*Note: You must serve the Agency checked here with a copy of this Appeal within 24 hours of filing.*

- D) Appeal is made from:  
*(Please select one and attach a copy of the Decision to this form)*
- Decision on Protest of Method, Solicitation or Award
- Decision on Debarment or Suspension
- Decision on Contract or Breach of Contract Controversy  
 (Excluding claims of money owed to or by the government)
- Determination on Award not Stayed Pending Protest or Appeal  
 (Agency decision that award pending protest or appeal was necessary to protect the substantial interests of the government of Guam)

ORIGINAL

E) Names of Competing Bidders, Offerors, or Contractors known to Appellant:

J&B Modern Tech	_____	_____
Johnson Control	_____	_____
JMI- Edison	_____	_____
DCK Pacific Guam, LLC	_____	_____
_____	_____	_____

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**PART IV- Form and Filing**

\*PLEASE SEE ATTACHED\*

In addition to this form, the Rules of Procedure for Procurement Appeals require the submission together with this form of additional information, including BUT NOT LIMITED TO:

1. A concise, logically arranged, and direct statement of the grounds for appeal;
2. A statement specifying the ruling requested;
3. Supporting exhibits, evidence, or documents to substantiate any claims and the grounds for appeal unless not available within the filing time in which case the expected availability date shall be indicated.

*Note: Please refer to 2 GAR § 12104 for the full text of filing requirements.*

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**PART V- Declaration Re Court Action**

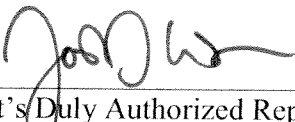
Pursuant to 5 GCA Chapter 5, unless the court requests, expects, or otherwise expresses interest in a decision by the Public Auditor, the Office of Public Accountability will not take action on any appeal where action concerning the protest or appeal has commenced in any court.

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

Submitted this 2 day of 8, 2013.

By: \_\_\_\_\_  
APPELLANT

or

By:  \_\_\_\_\_  
Appellant's Duly Authorized Representative  
(Address) SUITE 200, 330 HERNAN CORTEZ AVE.  
(Phone No.) HAGATNA, GU 96910  
# 472-8868

APPENDIX A

**CIVILLE & TANG, PLLC**  
SUITE 200, 330 HERNAN CORTEZ AVENUE  
HAGÁTÑA, GUAM 96910  
TELEPHONE: (671)472-8868  
FACSIMILE: (671)477-2511

*Attorneys for Appellant*  
*JMI Edison*

**OFFICE OF PUBLIC ACCOUNTABILITY  
PROCUREMENT APPEAL**

In the Appeal of

JMI Edison,

Appellant.

Docket No. OPA-PA \_\_\_\_\_

**APPELLANT'S ADDITIONAL  
INFORMATION SUBMITTED  
PURSUANT TO NOTICE OF  
APPEAL, APPENDIX A PART IV**

***GDOE IFB 008-2013, Indefinite Quantity Purchase of Air Conditioning Equipment***

This submission is offered to supplement Appendix A: Notice of Appeal Form, Part IV.

**I. STATEMENT OF GROUNDS FOR APPEAL**

**A. RELEVANT BACKGROUND**

JMI-Edison ("JMI") was an offeror which submitted a bid pursuant to an Invitation for Bid ("IFB") issued by the Guam Department of Education ("GDOE") and opened publicly on March 28, 2013. The IFB pertained to GDOE IFB 008-2013, and sought proposals to provide GDOE an Indefinite Quantity Purchase of Air Conditioning Equipment. A "Bid Status and Intent to Award" was received by JMI on June 22, 2013 regarding GDOE IFB 008-2013 indicating that another offeror has been awarded the contract. *See* Bid Status and Intent to Award, attached hereto as **Exhibit A**. On July 3, 2013 JMI submitted a Procurement Protest to GDOE citing several errors in GDOE's evaluation of JMI's offer. On July 25, 2013 GDOE issued its decision denying JMI's protest. *See* Decision, attached hereto as **Exhibit B**. For the

reasons set forth below, GDOE erred in its determination that JMI submitted a non-responsive bid. This Appeal to the Office of Public Accountability is submitted within 15 days of the issuance GDOE's denial of the JMI's protest and is timely submitted pursuant to 5 GCA §5425. **This appeal continues the statutory stay that was triggered by JMI's protest of July 3, 2013.**

JMI has been advised that there were four offerors who responded to the IFB, and that offeror J&B Modern Tech (J&B) was awarded the contract at issue here. The Bid Status and Intent to Award explained that JMI was determined to be "non-responsive" due to a purported failure to comport with Clarification 1, which contained the instruction that "Bidders shall offer one (1) price per item and shall submit (1) bid." GDOE's finding of non-compliance was erroneous; JMI did not violate the instructions given in Clarification 1 and its bid should not have been deemed non-responsive.

JMI protested the award and brings this appeal on the grounds that it did not submit an unresponsive bid, and that the contracting officer erroneously determined that its detailed submission was instead an impermissible alternate bid. JMI's bid not violate the terms of the IFB, was in full compliance with Clarification 1, and was ultimately the lowest priced bid. As the lowest priced responsive bidder, JMI should be awarded the GDOE IFB 008-2013 Contract. The specific nature of JMI's protest is discussed more fully below.

**B. GROUND FOR APPEAL: JMI'S SUBMISSION WAS RESPONSIVE**

The IFB asked offerors to submit pricing for the purchase and installation of new air conditioning units ("AC Units"). The IFB did not provide detailed specifications. For example, the IFB did not contain specifications such as voltage and phase type. Clarification 1 was issued by GDOE to provide some guidance, but contained the specific instruction that "Bidders shall

offer one (1) price per item and shall submit one (1) bid....” See Clarification 1, attached hereto as **Exhibit C**. Offerors were also provided with Amendment 3 to the IFB which required the offerors to perform a site visit to the two schools, where all of the offerors were shown the locations where the A/C Units would be installed. See Amendment 3, attached hereto as **Exhibit D**. During the school inspection, DOE informed the offerors that some of the units would be replaced, others would be completely new installations. JMI was also able to determine the phase type and voltage needed for the installations.

To be completely accurate, JMI’s detailed bid included the following information:

- a) Specific Prices for the air conditioning units based on actual specifications (voltage and phase). See Bid Items 6, 7, 8, 10, and 12.
- b) Specific Prices based on actual scope of work (replacement or new installation). See Bid Items 5, and 7.

Nothing that was submitted by JMI ran afoul of the IFB, its clarifications, or amendments. To the contrary, JMI’s submission was specifically crafted to provide the clarity necessitated by the mandatory site visit. Despite this, GDOE relied upon Clarification 1’s instruction to submit “one bid” as a basis for determining that JMI’s submission was non-responsive.

Clarification 1 (F) explained that:

Bidders shall offer one (1) price per item and shall submit one (1) bid. Section 2.2.6 on page 8 titled, “ALTERNATE BIDS NOT ACCEPTED”, states an alternate bid will not be accepted. If a bidder submits two bids, GDOE may determine both bids as alternate bids and deem both bids non-responsive.

The issue is whether JMI submitted an Alternate Bid. As discussed above, JMI’s detailed bid was not an alternate bid. Rather, it was a detailed bid identifying units that would be replaced or newly installed. In this instance, GDOE simply misunderstood JMI’s bid.

GDOE's conclusion that JMI's bid was an Alternate Bid was in error because this was an IDIQ solicitation, and offerors were not provided with the quantity or specifications of the A/C Units to be supplied. This uncertainty is best addressed by an offeror providing the type of details such as quantity, type, model and whether the units were to be a new install or replacement of an existing unit.

With respect to Bid Item 5, JMI indicated that 349 A/C Units would be supplied. JMI provided a breakdown showing that of the 349 A/C Units, 340 were replacement units and 9 units were new installations. *See* Bid Specifications Submitted by JMI, pg. 27; 41, attached hereto as **Exhibit E. One lump sum price for the 349 A/C Units was given in JMI's bid for the sum of \$9,055,474.** *Id.* The breakdown of units was not an Alternate Bid, it was simply a breakdown. There is no other way to interpret the breakdown.

## **II. RULING REQUESTED**

Section 2.4.1(b) of the IFB states that the bid award will be based upon the "Total Lump Sum Bid Price." JMI's total lump sum bid price was \$9,055,474. The awardee, J&B's total was nearly two million dollars higher, at \$10,926,274. JMI was the lowest priced responsive offeror and should be awarded the GDO IFB 008-2013 contract.

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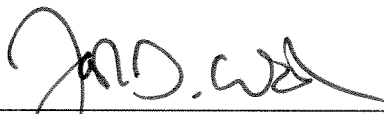
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**III. SUPPORTING EXHIBITS, EVIDENCE, OR DOCUMENTS**

In addition to the documents submitted herewith, JMI anticipates providing further documentation to substantiate its claims when GDOE submits the procurement record to the OPA and its agency report.

Submitted this 2<sup>nd</sup> day of August, 2013.

**CIVILLE & TANG, PLLC**


By:   
\_\_\_\_\_  
**JOSHUA D. WALSH**  
*Attorneys for Appellant*  
*JMI Edison*

**VERIFICATION**

Hagatna, Guam ) ss:

I, JOHN ILAO being first duly sworn, do hereby depose and state that I am the Vice President of JMI Edison and that I have read the foregoing **APPELLANT'S ADDITIONAL INFORMATION SUBMITTED PURSUANT TO NOTICE OF APPEAL, APPENDIX A PART IV** and it is true of my own knowledge except as to those matters alleged upon information and belief and as to those matters, I believe them to be true.

DATED this 2<sup>nd</sup> day of August, 2013.

  
\_\_\_\_\_  
**JOHN ILAO**

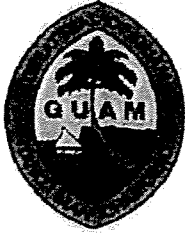
SUBSCRIBED AND SWORN to before me this 2nd day of August, 2013.

  
\_\_\_\_\_  
Notary Public

**SHEILA Z. MACATANGAY**  
NOTARY PUBLIC  
In and for Guam, U.S.A.  
My Commission Expires: **May 02, 2015**  
P.O. Box 315604 Tamuning, Guam 96931



# **EXHIBIT A**



Jon J. P. Fernandez  
Superintendent of Education

**DEPARTMENT OF EDUCATION  
OFFICE OF SUPPLY MANAGEMENT**

[www.gdoe.net](http://www.gdoe.net)  
Manuel F.L. Guerrero/Administration Building  
2<sup>nd</sup> Floor, Suite B-220  
Hagatna, Guam 96910  
Telephone: (671) 300-1581 Fax: (671) 472-5001  
Email: [procurement@gdoe.net](mailto:procurement@gdoe.net)



Marcus Y. Pido  
Supply Management Administrator

June 22, 2013

**BID STATUS AND INTENT TO AWARD**

To: All Participating Bidders

Reference: Indefinite Quantity Bid for Purchase of Air Conditioning Equipment  
Formal Bid: **GDOE IFB 008-2013**

The following actions have been taken with regards to GDOE Invitation for Bid ("IFB") 008-2013, Indefinite Quantity Bid for Purchase of Air Conditioning Equipment.

A public opening of bids was conducted on Thursday, March 28, 2013 at 10:00 am. A total of four (4) bids were submitted by the following bidders:

1. J&B Modern Tech (Time submitted: 9:33 am, Date: 3/28/13)
2. Johnson Control (Time submitted: 9:34 am, Date: 3/28/13)
3. JMI – Edison (Time submitted: 9:41 am, Date: 3/28/13)
4. DCK Pacific Guam, LLC (Time submitted: 9:57 am, Date: 3/28/13)

**As stated in the IFB packet from the following section:**

**Page 9, Section 2.4 – Award, subsection 2.4.1 – Evaluation Factors for Award:**

1<sup>st</sup> bullet

- Bid price for the purpose of award will be determined by taking the Total Lump Sum Bid Price for the EXTENSION. The Total Lump Sum Bid Price for the extension will be determined by adding all the prices contained in Bid Form Item (C). **The Total Lump Sum Bid Price for the Extension will only be used for evaluation purposes.** The Bid price for the purpose of Contract for the initial term will determined by taking the Total Lump Sum Price for the 1<sup>st</sup> Year Contract Price. The Total Lump Sum Bid Price for the 1<sup>st</sup> Year Contract Price will be determined by adding all the prices contained in Bid Form Item (D).

After further review, it is recommended to award this IFB to the lowest most responsive and responsible bidder, namely to:

J&B Modern Tech	Total Lump Sum of Item (C):	<u>\$10,926,274.00</u>
	Total Recommended Award:	<u>\$7,484,674.00</u>

Bid was not recommended for award to the following bidders:

Johnson Controls	Total Lump Sum of Item (C)	<u>\$12,352,549.00</u>
DCK Pacific Guam, LLC	Total Lump Sum of Item (C)	<u>\$14,538,546.93</u>

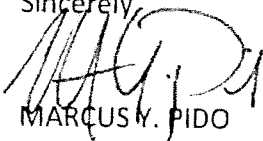
The following bidder JMI-Edison was considered non-responsive for the following reason:

Clarification 1 was issued on February 6, 2013, in response to written questions submitted by potential bidders. On Page 2, in response to question F from J&B Modern Tech, GDOE instructed that **"Bidders shall offer one (1) price per item and shall submit one (1) bid"**

If you have any questions regarding this matter, kindly contact our office at 300-1585.

Please acknowledge receipt and return via e-mail to: [cttaitano@gdoe.net](mailto:cttaitano@gdoe.net)

Sincerely,



MARCUS M. PIDO  
Supply Management Administrator

cc: Procurement File: IFB 008-2013

Acknowledgement Receipt:

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

\_\_\_\_\_  
*Signature and Date*

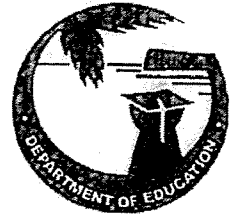
\_\_\_\_\_  
*Company Name*

# **EXHIBIT B**



**DEPARTMENT OF EDUCATION  
OFFICE OF THE SUPERINTENDENT**

www.gdoe.net  
P.O. Box D.E., Hagatña, Guam 96932  
Telephone: (671)475-0457 or 300-1547/1536 • Fax: (671)472-5001  
Email: jonfernandez@gdoe.net



**JON J.P. FERNANDEZ**  
Superintendent of Education

July 25, 2013

Joshua Walsh, Esq.  
Civille & Tang  
330 Hernan Cortes Avenue, Suite 200  
Hagatna, Guam 96910

Via Email: [jdwalsh@guamattorneys.com](mailto:jdwalsh@guamattorneys.com)

**RE: Protests of GDOE Invitation for Bid No. 008-2013; Indefinite Quantity Bid for Purchase of AC Equipment**

Dear Attorney Walsh,

This letter is written in response to your letter of protest dated July 3, 2013 regarding Guam Department of Education ("GDOE") Invitation for Bid No. 008-2013 GDOE Invitation for Bid 008-2013 for Indefinite Quantity for Purchase of AC Equipment ("IFB"). GDOE has reviewed your protests and hereby denies them in their entirety on the following bases:

**I. JMI's Bid was Nonresponsive**

On June 22, 2013, GDOE disqualified your client JMI-Edison ("JMI") based on the determination that JMI's bid was nonresponsive to the IFB. GDOE came to its conclusion to disqualify JMI after review the requirements of the GDOE IFB 008-2013's amendments and clarifications. Pursuant to 5 GCA §5201(g), responsiveness of a bidder will be determined by compliance with the requirements of the IFB.

Section 2.4.1 of the IFB states that an evaluation factor for award is that a bidder must be responsive to the requirements of this IFB. The IFB required that all bids must be submitted in the format of the Bid Form included with the IFB. GDOE disclosed to all bidders that one price per item must be submitted. The IFB's Clarification No. 1 states that "[b]idders shall offer one (1) price per item and shall submit one (1) bid."

JMI submitted a bid in response to the IFB. The bid contained a bid form that included multiple prices for a number of air conditioner unit types. See Attachment A. GDOE made the determination that JMI was nonresponsive to the requirements of the IFB when it included more than one price per item as required by the IFB as required by the IFB's Clarification No. 1. A mandatory site visit resulted in additional information on voltage and phase specifications and replacement versus new installation of air conditioner units. However, the new information did not change the "one (1) price per item" requirement of the IFB's Clarification No. 1. Therefore, GDOE denies your protest.

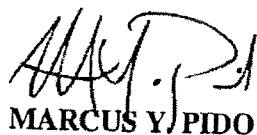
  
7/25/13

**II. J&B's Bid was Responsive**

You assert that the OPA Consolidated Decision in OPA-PA-13-002 and OPA-PA-13-003 held that J&B Modern Tech ("J&B") held a debarred status at the time of its bid was opened, and thus, J&B's bid should not have been reviewed or considered. This is an erroneous reading of the OPA's decision. In fact, the OPA vacated the suspension of J&B and explicitly stated that GDOE was to consider J&B's bid for the IFB. See Attachment B. Therefore, GDOE denies your protest.

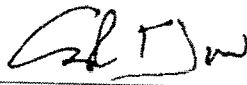
Therefore, GDOE denies your protest in its entirety. Please be advised that you have the right to appeal this denial pursuant to 5 G.C.A. § 5425(e).

Senseramente,



**MARCUS Y. PIDO**  
Supply Management Administrator

**ACKNOWLEDGED RECEIPT**

<u>EDUARDO ILAO</u>	
Print Name	Signature
Date: <u>7/25/2013</u>	Time: <u>5:30 PM</u>

# **EXHIBIT C**



JON J. P. FERNANDEZ  
Superintendent of Education

**OFFICE OF SUPPLY MANAGEMENT  
GUAM DEPARTMENT OF EDUCATION**

*Manuel F.L. Guerrero / Administration Building  
2nd. Floor, Suite B-220  
Hagåtña, Guam 96932  
Telephone: (671) 300-1581  
Fax: (671) 472-5001*



MARCUS Y. PIDO  
Supply Management Administrator

**CLARIFICATION NO. 1**

February 6, 2013

Gentlemen:

Please refer to our Invitation for Bid No. **GDOE IFB 008-2013, INDEFINITE QUANTITY BID FOR PURCHASE OF AIR CONDITIONING EQUIPMENT** a copy of which was issued to your company for consideration.

Please make necessary change (s) specified below:

Questions submitted by J & B Modern Tech, January 30, 2013 at 5:16 p.m., via E-Mail:

A. As to the fourth paragraph in item 17, beginning on page 4 of IFB No. 008-2013, J&B notes its concern that it is unusual and impractical for a contractor to warrant mechanical equipment maintained (or not maintained, or improperly maintained) by someone else. Therefore, J&B respectfully request that DOE reconsider this provision. However, in the event that DOE does not choose to do so, J&B has the following question. How is the Contractor to verify that preventive maintenance is being performed on the installed HVAC units in accordance with the preventive maintenance schedule, and that the units are not being neglected, sabotaged or otherwise damaged, if someone other than the Contractor is performing such maintenance?

**Response:** The successful contractor MUST provide the five year warranty as specified in the IFB. The GDOE will not consider any changes to this stipulation. To answer the second part of the question, a Preventive Maintenance Contract is part of this IFB. All units will be placed on a P.M. schedule. An existing S.O.P. is in place to ensure that all units have been properly cleaned. GDOE hires Contractors who are reputable, responsible and respectful. We expect Contractors to operate to the highest standards of professionalism.

B. Also as to the fourth paragraph in item 17, how will it be determined whether a needed repair is due to failure of the unit to meet warranted requirements, rather than unperformed maintenance or improperly performed maintenance if someone other than the Contractor is performing such maintenance?

**Response:** Refer to Response to letter A.

C. As to item 18.B. on page 5, J&B notes its concern that it and other contractors may not have staff working on weekends and holidays, therefore, J&B respectfully request that DOE reconsider this provision. However, in the event that DOE does not choose to do so, J&B has the following question. Does this provision mean that although repair and replacement parts need usually only be available within five days, they must be available the same day on Saturdays, Sundays and Government of Guam holidays? Or does



CLARIFICATION NO. 1  
IFB 008-2013  
February 05, 2013

this mean that Saturdays, Sundays and Government of Guam holidays will be counted in the five days, so that "five days" means calendar days rather than business days.

**Response:** As to 18.B, the IFB is specific. The contractor is required to have replacement parts available within five calendar days that includes weekends and holidays. No exceptions to this requirement.

**D.** As to item 19 on page 5, J&B notes that the parenthetical exception in this item means that 12,000 BTU units are not required to have Fresh Air Intakes. What is controlling, item 19 on page 5 or page 23?

**Response:** On page 23 of the IFB, there is no mention that requires the unit to have Fresh Air Intakes/Make-up –Air Units be installed. Item #19 on page 5 stands.

**E.** As to item 2.2.5 on page 7, requiring bid submission in the format of the Bid Form included in the IFB, can a bid be submitted on a "Xerox" or similarly copied form, rather than the actual Bid Form included in the IFB, so long as all information and signatures provided by the bidder are original?

**Response:** No. Bids must be submitted in the format of the Bid Form included with this IFB. Bids submitted in any other format will be deemed nonresponsive and disqualified from participation in this solicitation. Bidders may enter either by handwritten or type information onto the actual bid form but will not alter the bid form any way.

**F.** As to item 2.2.6 on page 8, are bidders allowed to offer an option of another brand of air conditioner, as has been the case in prior bidding for air conditioners?

**Response:** Bidders shall offer one (1) price per item and shall submit one (1) bid. Section 2.2.6 on page 8 titled, "ALTERNATE BIDS NOT ACCEPTED", states an alternate bid will not be accepted. If a bidder submits two bids, GDOE may determine both bids as alternate bids and deem both bids non-responsive.

**G.** As to item 2.4.3 on page 10, why is this information not required with the original bid submission?

**Response:** GDOE has determined this information is not required with bid submission, however, the GDOE reserves the right to request such information, therefore, bidders should be prepared to promptly provide to GDOE information relating to the bidder's responsibility. Failure of a bidder to comply with a request by GDOE for information relating to responsibility may result in a determination that a bidder is not responsible and therefore disqualified from an award.

**H.** As to item 2.5.3 on page 11, may invoices be submitted once the units are received by the Contractor from its Vendor?

**Response:** No, invoices may only be submitted once the unit has been installed and Q.Cd. (Quality Controlled) and signed off by the Manager of the Division of Facilities and Maintenance of the GDOE.

CLARIFICATION NO. 1  
IFB 008-2013  
February 06, 2013

I. As to page 28: (i) how many 208/230 volts units, and how many 460 volts units?; and (ii) how many 1 phase units, and how many 3 phase units?

**Response:** Thirty (30) each 3 phase, 460 volts and One (1) each single phase 208/230 volts.

J. Also on page 28, should this be "SEER" rather than "EER"? J&B believes the factory uses SEER for all units of 5 tons and below.

**Response:** Units are given a SEER rating for units under 5 ton and units 5 ton and above are given EER ratings.

K. As to page 29: (i) how many 208/230 volts units, and how many 460 volts units?; and (ii) how many 1 phase units, and how many 3 phase units?

**Response:** Eighteen (18) each 3 phase, 208/230 and Two Hundred Eighteen (218) each single phase, 208/230.

L. Also as to page 29, should this be "SEER" rather than "EER"? J&B believes the factory uses SEER for all units of 5 tons and below.

**Response:** Units 5 ton and above are EER rated.

M. As to page 30: (i) how many 208/230 volts units, and how many 460 volts units?; and (ii) how many 1 phase units, and how many 3 phase units?

**Response:** Eight (8) each 3 phase 460 volts, and One (1) each 3 phase 208/230 volts.

N. As to page 31: (i) how many 208/230 volts units, and how many 460 volts units?; and (ii) how many 1 phase units, and how many 3 phase units?

**Response:** Two (2) each 3 phase, 460 volts.

O. As to page 32: (i) how many 208/230 volts units, and how many 460 volts units?; and (ii) how many 1 phase units, and how many 3 phase units?

**Response:** Eight (8) each 3 phase 460 volts and Two (2) each 3 phase 208/230 volts.

P. As to page 33, (i) how many 208/230 volts units, and how many 460 volts units?; and (ii) how many 1 phase units, and how many 3 phase units?

**Response:** Eleven (11) each 3 phase, 208/230 volts.

Q. As to page 34, (i) how many 208/230 volts units, and how many 460 volts units?; and (ii) how many 1 phase units, and how many 3 phase units?

**Response:** Five (5) each 3 phase, 460 volts and One (1) each 3 phase, 208/230 volts.

CLARIFICATION NO. 1  
IFB 008-2013  
February 05, 2013

R. As to page 35, (i) how many 208/230 volts units, and how many 460 volts units?; and (ii) how many 1 phase units, and how many 3 phase units?

**Response:** Seven (7) each 3 phase, 208/230.

S. As to page 36, (i) how many 208/230 volts units, and how many 460 volts units?; and (ii) how many 1 phase units, and how many 3 phase units?

**Response:** Five (5) each 3 phase, 460 volts.

T. As to page 37, (i) how many 208/230 volts units, and how many 460 volts units?; and (ii) how many 1 phase units, and how many 3 phase units?

**Response:** Nine (9) each 3 phase, 208/230.

U. As to page 38, (i) how many 208/230 volts units, and how many 460 volts units?; and (ii) how many 1 phase units, and how many 3 phase units?

**Response:** One (1) each 3 phase, 208/230 volts.

V. As to page 39, (i) how many 208/230 volts units, and how many 460 volts units?; and (ii) how many 1 phase units, and how many 3 phase units?

**Response:** Two (2) each 3 phase, 460 volts.

W. As to page 40, (i) how many 208/230 volts units, and how many 460 volts units?; and (ii) how many 1 phase units, and how many 3 phase units?

**Response:** One (1) each 3 phase, 460 volts.

X. As to page 41, (i) how many 208/230 volts units, and how many 460 volts units?; and (ii) how many 1 phase units, and how many 3 phase units?

**Response:** One unit (1) each 3 phase, 460 volts.

Y. As to page 47, item 4, J&B has the same concerns and questions noted in "A" and "B" above: (i) how is the Contractor to verify that preventive maintenance is being performed on the installed HVAC units in accordance with the preventive maintenance schedule, and that the units are not being neglected, sabotaged or otherwise damaged, if someone other than the Contractor is performing such maintenance?; and (ii) how will it be determined whether a needed repair is due to failure of the unit to meet warranted requirements, rather unperformed maintenance or improperly performed maintenance if someone other than the Contractor is performing such maintenance?

**Response:** Refer to question A's Response.

CLARIFICATION NO. 1  
IFB 008-2013  
February 06, 2013

**Z.** As to item 17 on pages 4-5, and the provisions relating to warranty on page 47, what is the scope of the required warranty? J&B notes that typically the warranty for all factory units installed by dealer authorized technicians is a five year warranty for the compressor and parts only.

**Response:** The five (5) year warranty specified on item 17 pages 4 and 5 is inclusive of parts, compressor and labor. Should a unit require repair, then the successful bidder will make the proper repairs at no cost to the GDOE.

**Revised questions submitted by Sunleader Guam Co. Ltd., January 31, 2013 at 1:51 p.m., via facsimile:**

**Question:** As the above mentioned bid is an "Indefinite Quantity Bid", may we therefore ask for waiver of the 15% bond requirement?

**Response:** There will be no waiver of the fifteen percent (15%) Bid Bond. For this bid, there will be no further bid bond requirements on subsequent quantities ordered beyond the initial minimum quantities. Pursuant to 5 GCA § 5212, titled, "BID SECURITY AND PERFORMANCE BOND REQUIREMENT FOR CONTRACTORS" which states in part, "Bid security shall be required for all competitive sealed bidding for the procurement of supplies or services when the total price is estimated by the Chief Procurement Officer to exceed Twenty-Five Thousand Dollars (\$25,000.00). Furthermore, §3109(c)(3) states in part, "The use of a bid bond, however, is required when a performance bond is required."

Calculation of Bid Bond: Section 2.5.4.1. states in part, "... A bid guarantee or bid bond in the amount of fifteen percent (15%) of the bidder's total bid price must be included with the bid." For the purpose of calculating the bidder's total bid price for bonding purposes (Bid Bond, Performance Bond and Payment Bond), Bidder's will use the aggregate of total lump sum bid price for the extension [the sum of Column (C)] and the total lump sum bid price for the 1<sup>st</sup> year contract price [the sum of Column (D)]. Both totals are found on page 41.

**Revised questions for U, W and X submitted by J & B Modern Tech, January 31, 2013 at 5:20 p.m., via E-Mail:**

**U.** As to page 38, (i) it specify 208/230 volts, 460 volts, what is the existing voltage?; and (ii) will it be 1 phase or 3 phase?

**Response:** One (1) each 3 phase, 208/230 volts.

**W.** As to page 40, (i) it specify 208/230 volts, 460 volts, what is the existing voltage?; and (ii) will it be 1 phase or 3 phase?

**Response:** One (1) each 3 phase, 460 volts.

**X.** As to page 41, (i) it specify 208/230 volts, 460 volts, does this mean 1-208/230 volts and 1-460 volts?

**Response:** One unit (1) each 3 phase, 460 volts.

CLARIFICATION NO. 1  
IFB 008-2013  
February 06, 2013

Questions submitted by GFS Group, February 01, 2013 at 3:45 p.m., via facsimile:

1. Project/Purchase Scope – 2.1.2 #15 – Will GDOE provide specification on type of duct work needed for transition duct?

**Response:** No, contractors are advised to make site visits and make assessments. Please inform the Manager of Facilities and Maintenance Division, the contact number is 300-2466 to make the necessary arrangements.

2. Project/Purchase Scope – 2.1.2 #16&17 – Does this mean that every component/part of the AC unit should be under a five year warranty? Usually, only the compressor has a five year warranty.

**Response:** All parts to include compressors are included in the 5 year warranty.

3. Purchase Description – 2.1.3 – GDOE requires all new units to include all electrical requirements. Does GDOE intend to apply this electrical requirement to new installations only or does it apply to replacement of existing AC as well?

**Response:** All electrical requirements apply to both new installations and the replacement of existing ACs as well.

4. Project/Purchase Scope – 2.1.2 #18 Does all equipment have to be or fall under the Buy American Act (made in USA)?

**Response:** Yes.

5. Project/Purchase Scope – 2.1.2 #14 – If there is any, what are the possible restrictions to the installation plan? How does GDOE intend to propose to handle installations during school hours?

**Response:** GDOE will make all efforts to work with the successful bidder during the installation process to ensure that delays are avoided during and after school hours as well as on weekends.

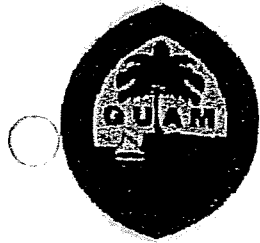
All else remains same.

Sincerely,



MARGUS N. PIDO  
Supply Management Administrator

# **EXHIBIT D**



JDN J.P. FERNANDEZ  
Superintendent of Education

**GUAM DEPARTMENT OF EDUCATION  
OFFICE OF SUPPLY MANAGEMENT**

*Manuel F.L. Guerrero / Administration Building  
2nd Floor, Suite B-202  
Hagåtña, Guam 96932  
Telephone: (671) 475-0436/0440  
Fax: (671) 472-5001*



MARCUS Y. PIDO  
Supply Management Administrator

**AMENDMENT NO. 3**

March 7, 2013

Prospective Bidders:

Gentlemen:

Please refer to our Invitation for Bid No. GDOE IFB 008-2013, INDEFINITE QUANTITY BID FOR PURCHASE OF AIR CONDITIONING EQUIPMENT a copy of which was issued to your company for consideration.

Please make necessary change (s) specified below:

**MANDATORY SITE VISIT**

Please be advised that there will be a **MANDATORY SITE VISIT** on **Monday, March 11, 2013 at 10:00 a.m.** Site visit will commence at **Juan M. Guerrero Elementary School** until completed then we will proceed to **Maria A. Ulloa Elementary School** until completion. Failure to attend will result in disqualification from this bid.

Please proceed to the School's Administration Office upon arrival. All bidders will be required to sign in.

All else remains same.

Sincerely,

MARCUS Y. PIDO  
Supply Management Administrator

# **EXHIBIT E**



DEPARTMENT OF EDUCATION  
 ATTACHMENT A  
 BID SPECIFICATIONS FOR  
 IFB 008-2013

INDEFINITE QUANTITY BID FOR PURCHASE OF AIR CONDITIONING EQUIPMENT

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE + 1 YEAR P.M. (A)	2 <sup>ND</sup> -5 <sup>TH</sup> PER YR. per unit P.M. PRICE (B)	(A+B) x (QTY) = EXTENSION (C)	(A) x (QTY) = 1 <sup>ST</sup> Year Contract Price (D)
1.	MINI SPLIT TYPE UNIT 12,000 BTU WITH PIPING KIT VOLTAGE: 208/230 VOLTS PHASE-1 HZ-60 Power Inverter Type SEER: 15 MINIMUM TYPE WALL MOUNTED/CEILING MOUNTED INDOORS OUTDOOR UNIT: UPWARD/SIDE BLOW REFRIGERANT: 410A VOLTAGE MONITOR (EXTERNAL)  ORIGIN: China BRAND NAME: Gree MANUFACTURER: Gree WARRANTY: As per Specs	144 EA	\$ 1,129.00	\$ 383.00	\$217,728.00	\$ 162,576.00
	Gree Indoor Model: GWC12KF-D3DNA5C/I Gree Outdoor Model: GWC12KF-D3DNA5C/O					

Bidder affirms the Total Bid Price listed above is its bid in response to this IFB and that it shall remain irrevocable for ninety days.

Bidder affirms that Unit Price + 1 Year P.M. listed in (A) includes a Five (5) Year Warranty pursuant to Title Guam Code Annotated (GCA) Education; Chapter 7 Physical Plant. 7119. Standards for air conditioning systems funded herein.

NAME OF BIDDER (FIRM): JMI-EDISON

SIGNATURE OF AUTHORIZED REPRESENTATIVE:   
 DATE: 3/28/13


NAME (PRINT/TITLE): TITLE: Eduardo R. Ilao - President

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE + 1 YEAR P.M. (A)	2 <sup>ND</sup> -5 <sup>TH</sup> PER YR. P.M. PRICE (B)	(A+B) x (QTY) = EXTENSION (C)	(A) x (QTY) = 1 <sup>ST</sup> Year Contract Price (D)
2.	MINI SPLIT TYPE UNIT 18,000 BTU WITH PIPING KIT VOLTAGE: 208/230 VOLTS PHASE-1 HZ-60 Power Inverter Type SEER: 15 MINIMUM TYPE WALL MOUNTED/CEILING MOUNTED INDOORS OUTDOOR UNIT: UPWARD/SIDE BLOW REFRIGERANT: 410A VOLTAGE MONITOR (EXTERNAL) FRESH AIR INTAKE/MAKE UP AIR UNITS  ORIGIN: China BRAND NAME: Gree MANUFACTURER: Gree WARRANTY: As per Specs	13 EA	\$ 1,378.00	\$ 383.00	\$ 22,893.00	\$ 17,914.00
	Gree Indoor Model: GWC18KG-D3DNA5C/I Gree Outdoor Model: GWC18KG-D3DNA5C/O					

Bidder affirms the Total Bid Price listed above is its bid in response to this IFB and that it shall remain irrevocable for ninety days.

Bidder affirms that Unit Price + 1 Year P.M. listed in (A) includes a Five (5) Year Warranty pursuant to Title Guam Code Annotated (GCA) Education; Chapter 7 Physical Plant. 7119. Standards for air conditioning systems funded herein.

NAME OF BIDDER (FIRM): JMI-EDISON

SIGNATURE OF AUTHORIZED REPRESENTATIVE:  DATE: 3/28/13


NAME (PRINT/TITLE): Eduardo R. Ilao - President

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE + 1 YEAR P.M. (A)	2 <sup>ND</sup> -5 <sup>TH</sup> PER YEAR P.M. PRICE (B)	(A+B) x (QTY) = EXTENSION (C)	(A) x (QTY) = 1 <sup>ST</sup> Year Contract Price (D)
3.	MINI SPLIT TYPE UNIT 24,000 BTU WITH PIPING KIT VOLTAGE: 208/230 VOLTS PHASE-1 HZ-60 Power Inverter Type SEER: 15 MINIMUM TYPE: WALL MOUNTED/CEILING MOUNTED INDOORS OUTDOOR UNIT: UPWARD/SIDE BLOW REFRIGERANT: 410A VOLTAGE MONITOR (EXTERNAL) FRESH AIR INTAKE/MAKE UP AIR UNITS  ORIGIN: China BRAND NAME: Gree MANUFACTURER: Gree WARRANTY: As per Specs	451 EA	\$ 1,541.00	\$ 383.00	\$ 867,724.00	\$ 694,991.00
	Gree Indoor Model: GWC24KG-D3DNA5A/I Gree Outdoor Model: GWC24KG-D3DNA5A/O					

Bidder affirms the Total Bid Price listed above is its bid in response to this IFB and that it shall remain irrevocable for ninety days.

Bidder affirms that Unit Price + 1 Year P.M. listed in (A) includes a Five (5) Year Warranty pursuant to Title Guam Code Annotated (GCA) Education; Chapter 7 Physical Plant. 7119. Standards for air conditioning systems funded herein.

NAME OF BIDDER (FIRM): JMI-EDISON

SIGNATURE OF AUTHORIZED REPRESENTATIVE:   
 DATE: 3/28/13


NAME (PRINT/TITLE): TITLE: Eduardo R. Ilao - President

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE + 1 YEAR P.M. (A)	2 <sup>ND</sup> -5 <sup>TH</sup> PER YR. P.M. PRICE (B)	(A+B) x (QTY) = EXTENSION (C)	(A) x (QTY) = 1 <sup>ST</sup> Year Contract Price (D)
4.	MINI SPLIT TYPE UNIT 30,000 BTU WITH PIPING KIT VOLTAGE: 208/230 VOLTS PHASE-1 HZ-60 Power Inverter Type SEER: 15 MINIMUM TYPE: WALL MOUNTED/CEILING MOUNTED INDOORS OUTDOOR UNIT: UPWARD/SIDE BLOW REFRIGERANT: 410A VOLTAGE MONITOR (EXTERNAL) FRESH AIR INTAKE/MAKE UP AIR UNITS  ORIGIN: China BRAND NAME: Gree MANUFACTURER: Gree WARRANTY: As per Specs  Gree Indoor Model: GWH30LB-D3DNA3E/I Gree Outdoor Model: GWH30LB-D3DNA3E/O	862 EA	\$ 2,350.00	\$ 383.00	\$2,355,846.00	\$ 2,025,700.00

Bidder affirms the Total Bid Price listed above is its bid in response to this IFB and that it shall remain irrevocable for ninety days.

Bidder affirms that Unit Price + 1 Year P.M. listed in (A) includes a Five (5) Year Warranty pursuant to Title Guam Code Annotated (GCA) Education; Chapter 7 Physical Plant. 7119. Standards for air conditioning systems funded herein.

NAME OF BIDDER (FIRM): JMI-EDISON

SIGNATURE OF AUTHORIZED REPRESENTATIVE:  DATE: 3/28/13

NAME (PRINT/TYPE): TITLE: Eduardo R. Ilao - President

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE + 1 YEAR P.M. (A)	2 <sup>ND</sup> -5 <sup>TH</sup> PER YR. P.M. PRICE (B)	(A+B) x (QTY) = EXTENSION (C)	(A) x (QTY) = 1 <sup>ST</sup> Year Contract Price (D)
5.	MINI SPLIT TYPE UNIT 36,000 BTU WITH PIPING KIT VOLTAGE: 208/230 VOLTS PHASE-1 HZ-60 Power Inverter Type SEER: 15 MINIMUM TYPE: WALL MOUNTED/CEILING MOUNTED INDOORS OUTDOOR UNIT: UPWARD/SIDE BLOW REFRIGERANT: 410A VOLTAGE MONITOR (EXTERNAL) FRESH AIR INTAKE/MAKE UP AIR UNITS  ORIGIN: China BRAND NAME: Gree MANUFACTURER: Gree WARRANTY: As per Specs	349 EA				
		REPLACEMENT 340 EA	\$ 2,465.00	\$ 383.00	\$ 968,320.00	\$ 838,100.00
		NEW INSTALLATION 9 EA	\$ 17,765.00	\$ 383.00	\$ 163,332.00	\$ 159,885.00
Gree Indoor Model: GWC36LB-D3DNA3A/I Gree Outdoor Model: GWC36LB-D3DNA3A/O						

Bidder affirms the Total Bid Price listed above is its bid in response to this IFB and that it shall remain irrevocable for ninety days.

Bidder affirms that Unit Price + 1 Year P.M. listed in (A) includes a Five (5) Year Warranty pursuant to Title Guam Code Annotated (GCA) Education; Chapter 7 Physical Plant. 7119. Standards for air conditioning systems funded herein.

NAME OF BIDDER (FIRM): JMI-EDISON

SIGNATURE OF AUTHORIZED REPRESENTATIVE:  DATE: 3/28/13


NAME (PRINT/TITLE): TITLE: Eduardo R. Ilao - President

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE + 1 YEAR P.M. (A)	2 <sup>ND</sup> -5 <sup>TH</sup> PER YR. P.M. PRICE (B)	(A+B) x (QTY) = EXTENSION (C)	(A) x (QTY) = 1 <sup>ST</sup> Year Contract Price (D)
6.	AIR CONDITIONING UNIT 5 TON VOLTAGE: 208/230 VOLTS; 460 VOLTS 1 AND 3 PHASE, 60-HZ EER: 10.5 MINIMUM TYPE: WALL MOUNTED/CEILING MOUNTED INDOORS OUTDOOR UNIT: UPWARD/SIDE BLOW REFRIGERANT: 410A VOLTAGE MONITOR (EXTERNAL) INCLUDE TRANSITION DUCT FRESH AIR INTAKE/MAKE UP AIR UNITS  ORIGIN: USA BRAND NAME: Lennox MANUFACTURER: Lennox WARRANTY: As per Specs	31 EA. PKG UNIT 1 ea. 208-230V/1Ph	\$ 10,367.00	\$ 383.00	\$ 10,750.00	\$ 10,367.00
		30 ea. 460V/3Ph	\$ 10,522.00	\$ 383.00	\$ 327,150.00	\$ 315,660.00

Bidder affirms the Total Bid Price listed above is its bid in response to this IFB and that it shall remain irrevocable for ninety days.

Bidder affirms that Unit Price + 1 Year P.M. listed in (A) includes a Five (5) Year Warranty pursuant to Title Guam Code Annotated (GCA) Education; Chapter 7 Physical Plant. 7119. Standards for air conditioning systems funded herein.

NAME OF BIDDER (FIRM): JMI-EDISON

SIGNATURE OF AUTHORIZED REPRESENTATIVE:  DATE: 3/28/13

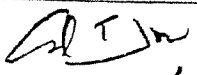
NAME (PRINT/TYPE): TITLE: Eduardo R. Ilao - President

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE + 1 YEAR P.M. (A)	2 <sup>ND</sup> -5 <sup>TH</sup> PER YR. P.M. PRICE (B)	(A+B) x (QTY) = EXTENSION (C)	(A) x (QTY) = 1 <sup>ST</sup> Year Contract Price (D)
7.	AIR CONDITIONING UNIT 5 TON VOLTAGE: 208/230 VOLTS; 460 VOLTS 1 AND 3 PHASE, 60-HZ EER: 10.5 MINIMUM TYPE: WALL MOUNTED/CEILING MOUNTED INDOORS OUTDOOR UNIT: UPWARD/SIDE BLOW REFRIGERANT: 410A VOLTAGE MONITOR (EXTERNAL) INCLUDE TRANSITION DUCT FRESH AIR INTAKE/MAKE UP AIR UNITS  ORIGIN: USA BRAND NAME: Lennox MANUFACTURER: Lennox WARRANTY: As per Specs	236 EA. SPLIT DUCTED 208 ea. 208-230V/1Ph	\$ 7,172.00	\$ 383.00	\$1,571,440.00	\$ 1,491,776.00
		18 ea. 208-230V/3Ph	\$ 7,816.00	\$ 383.00	\$ 147,582.00	\$ 140,688.00
		NEW INSTALLATION 10 ea	\$ 23,492.00	\$ 383.00	\$ 238,750.00	\$ 234,920.00

Bidder affirms the Total Bid Price listed above is its bid in response to this IFB and that it shall remain irrevocable for ninety days.

Bidder affirms that Unit Price + 1 Year P.M. listed in (A) includes a Five (5) Year Warranty pursuant to Title Guam Code Annotated (GCA) Education; Chapter 7 Physical Plant. 7119. Standards for air conditioning systems funded herein.

NAME OF BIDDER (FIRM): JMI-EDISON

SIGNATURE OF AUTHORIZED REPRESENTATIVE:   
 DATE: 3/28/13


NAME (PRINT/TYPE): TITLE: Eduardo R. Ilao - President

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE + 1 YEAR P.M. (A)	2 <sup>ND</sup> -5 <sup>TH</sup> YR. P.M. PRICE (B)	(A+B) x (QTY) = EXTENSION (C)	(A) x (QTY) = 1 <sup>st</sup> Year Contract Price (D)
8.	AIR CONDITIONING UNIT 7.5 TON VOLTAGE: 208/230 VOLTS; 460 VOLTS 1 AND 3 PHASE, 60-HZ EER: 10.5 MINIMUM REFRIGERANT: 410A VOLTAGE MONITOR (EXTERNAL) INCLUDE TRANSITION DUCT FRESH AIR INTAKE/MAKE UP AIR UNITS  ORIGIN: USA BRAND NAME: Lennox MANUFACTURER: Lennox WARRANTY: As per Specs	9 EA. PKG UNITS 1 ea. 208-230V/3Ph	\$ 10,971.00	\$ 383.00	\$ 11,354.00	\$ 10,971.00
		8 ea 460V/3Ph	\$ 11,105.00	\$ 383.00	\$ 91,904.00	\$ 88,840.00

Bidder affirms the Total Bid Price listed above is its bid in response to this IFB and that it shall remain irrevocable for ninety days.

Bidder affirms that Unit Price + 1 Year P.M. listed in (A) includes a Five (5) Year Warranty pursuant to Title Guam Code Annotated (GCA) Education; Chapter 7 Physical Plant. 7119. Standards for air conditioning systems funded herein.

NAME OF BIDDER (FIRM): JMI-EDISON

SIGNATURE OF AUTHORIZED REPRESENTATIVE:   
 DATE: 3/28/13

NAME (PRINT/TYPE): TITLE: Eduardo R. Ilao - President



ITEM NO.	DESCRIPTION	QTY	UNIT PRICE + 1 YEAR P.M. (A)	2 <sup>ND</sup> -5 <sup>TH</sup> PER YR. P.M. PRICE (B)	(A+B) x (QTY) = EXTENSION (C)	(A) x (QTY) = 1 <sup>ST</sup> Year Contract Price (D)
9.	AIR CONDITIONING UNIT 7.5 TON VOLTAGE: <del>208/230</del> VOLTS; 460 VOLTS AND 3 PHASE, 60-HZ EER: 10.5 MINIMUM REFRIGERANT: 410A VOLTAGE MONITOR (EXTERNAL) INCLUDE TRANSITION DUCT FRESH AIR INTAKE/MAKE UP AIR UNITS  ORIGIN: USA BRAND NAME: LENNOX MANUFACTURER: LENNOX WARRANTY: AS PER SPECS	2 EA. SPLIT DUCTED TYPE 460V/3Ph	\$ 10,029.00	\$ 383.00	\$ 20,824.00	\$ 20,058.00

Bidder affirms the Total Bid Price listed above is its bid in response to this IFB and that it shall remain irrevocable for ninety days.

Bidder affirms that Unit Price + 1 Year P.M. listed in (A) includes a Five (5) Year Warranty pursuant to Title Guam Code Annotated (GCA) Education; Chapter 7 Physical Plant. 7119. Standards for air conditioning systems funded herein.

NAME OF BIDDER (FIRM): JMI-EDISON

SIGNATURE OF AUTHORIZED REPRESENTATIVE: *Eduardo R. Ilao*  
DATE: 3/28/13


NAME (PRINT/TITLE): Eduardo R. Ilao - President

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE + 1 YEAR P.M. (A)	2 <sup>ND</sup> -5 <sup>TH</sup> PER YR. P.M. PRICE (B)	(A+B) x (QTY) = EXTENSION (C)	(A) x (QTY) = 1 <sup>ST</sup> Year Contract Price (D)
10.	AIR CONDITIONING UNIT 10 TON VOLTAGE: 208/230 VOLTS; 460 VOLTS PHASE-3, 60-HZ EER: 10.5 MINIMUM REFRIGERANT: 410A VOLTAGE MONITOR (EXTERNAL) INCLUDE TRANSITION DUCT FRESH AIR INTAKE/MAKE UP AIR UNITS  ORIGIN: USA BRAND NAME: Lennox MANUFACTURER: Lennox WARRANTY: As per Specs	10 EA PKG UNITS 2 ea. 208-230V/3Ph	\$ 13,619.00	\$ 612.00	\$ 28,462.00	\$ 27,238.00
		8 ea. 460V/3Ph	\$ 13,753.00	\$ 612.00	\$ 114,920.00	\$ 110,024.00

Bidder affirms the Total Bid Price listed above is its bid in response to this IFB and that it shall remain irrevocable for ninety days.

Bidder affirms that Unit Price + 1 Year P.M. listed in (A) includes a Five (5) Year Warranty pursuant to Title Guam Code Annotated (GCA) Education; Chapter 7 Physical Plant. 7119. Standards for air conditioning systems funded herein.

NAME OF BIDDER (FIRM): JMI-EDISON

SIGNATURE OF AUTHORIZED REPRESENTATIVE:   
DATE: 3/28/13


NAME (PRINT/TYPE): TITLE: Eduardo R. Ilao - President

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE + 1 YEAR P.M. (A)	2 <sup>ND</sup> -5 <sup>TH</sup> YR. P.M. PRICE (B)	(A+B) x (QTY) = EXTENSION (C)	(A) x (QTY) = 1 <sup>ST</sup> Year Contract Price (D)
11.	AIR CONDITIONING UNIT 15 TON VOLTAGE: 208/230 VOLTS; 460 VOLTS AND 3 PHASE, 60-HZ EER: 10.5 MINIMUM REFRIGERANT: 410A VOLTAGE MONITOR (EXTERNAL) INCLUDE TRANSITION DUCT FRESH AIR INTAKE/MAKE UP AIR UNITS  ORIGIN: USA BRAND NAME: Lennox MANUFACTURER: Lennox WARRANTY: As per SPECS	11 EA. PKG UNITS 208-230V 3Ph	\$ 20,557.00	\$ 867.00	\$ 235,664.00	\$ 226,127.00
SUB-TOTAL: UNIT PRICE + 1 YEAR P.M. (A)			\$ 166,031.00			

Bidder affirms the Total Bid Price listed above is its bid in response to this IFB and that it shall remain irrevocable for ninety days.

Bidder affirms that Unit Price + 1 Year P.M. listed in (A) includes a Five (5) Year Warranty pursuant to Title Guam Code Annotated (GCA) Education; Chapter 7 Physical Plant. 7119. Standards for air conditioning systems funded herein.

NAME OF BIDDER (FIRM): JMI-EDISON

SIGNATURE OF AUTHORIZED REPRESENTATIVE:   
DATE: 3/28/13

NAME (PRINT/TITLE): TITLE: Eduardo R. Ilao - President

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE +1 YEAR P.M. (A)	2 <sup>ND</sup> -5 <sup>TH</sup> PER YR. P.M. PRICE (B)	(A+B) x (QTY) = EXTENSION (C)	(A) x (QTY) = 1 <sup>ST</sup> Year Contract Price (D)
12.	AIR CONDITIONING UNIT 15 TON VOLTAGE: 208/230 VOLTS; 460 VOLTS 1 AND 3 PHASE, 60-HZ EER: 10.5 MINIMUM REFRIGERANT: 410A VOLTAGE MONITOR (EXTERNAL) INCLUDE TRANSITION DUCT FRESH AIR INTAKE/MAKE UP AIR UNITS  ORIGIN: USA BRAND NAME: LENNOX MANUFACTURER: LENNOX WARRANTY: AS PER SPECS	6 EA. SPLIT DUCTED TYPE				
		1EA 208-230V, 1PH	\$ 18,872.00	\$ 867.00	\$ 19,739.00	\$ 18,872.00
		5EA 460v, 3ph	\$ 18,924.00	\$ 867.00	\$ 98,955.00	\$ 94,620.00

Bidder affirms the Total Bid Price listed above is its bid in response to this IFB and that it shall remain irrevocable for ninety days.

Bidder affirms that Unit Price + 1 Year P.M. listed in (A) includes a Five (5) Year Warranty pursuant to Title Guam Code Annotated (GCA) Education; Chapter 7 Physical Plant. 7119. Standards for air conditioning systems funded herein.

NAME OF BIDDER (FIRM): JMI-EDISON

SIGNATURE OF AUTHORIZED REPRESENTATIVE:

*Eduardo R. Ilao*

DATE: 3/28/13


NAME (PRINT/TITLE): TITLE: Eduardo R. Ilao - President

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE + 1 YEAR P.M. (A)	2 <sup>ND</sup> -5 <sup>TH</sup> PER YR. P.M. PRICE (B)	(A+B) x (QTY) = EXTENSION (C)	(A) x (QTY) = 1 <sup>ST</sup> Year Contract Price (D)
13.	AIR CONDITIONING UNIT 20 TON VOLTAGE: 208/230 VOLTS; 460 VOLTS 1 AND 3 PHASE, 60-HZ SEER: 10.5 MINIMUM REFRIGERANT: 410A VOLTAGE MONITOR (EXTERNAL) INCLUDE TRANSITION DUCT FRESH AIR INTAKE/MAKE UP AIR UNITS  ORIGIN: USA BRAND NAME: LENNOX MANUFACTURER: LENNOX WARRANTY: AS PER SPECS	7 EA. PKG UNITS	\$ 24,243.00	\$ 1,117.00	\$ 177,520.00	\$ 169,701.00

Bidder affirms the Total Bid Price listed above is its bid in response to this IFB and that it shall remain irrevocable for ninety days.

Bidder affirms that Unit Price + 1 Year P.M. listed in (A) includes a Five (5) Year Warranty pursuant to Title Guam Code Annotated (GCA) Education; Chapter 7 Physical Plant. 7119. Standards for air conditioning systems funded herein.

NAME OF BIDDER (FIRM): JMI-EDISON

SIGNATURE OF AUTHORIZED REPRESENTATIVE:   
DATE: 3/28/13


NAME (PRINT/TITLE): TITLE: Eduardo R. Ilao - President

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE + 1 YEAR P.M. (A)	2 <sup>ND</sup> -5 <sup>TH</sup> YR. P.M. PRICE (B)	(A+B) x (QTY) = EXTENSION (C)	(A) x (QTY) = 1 <sup>st</sup> Year Contract Price (D)
14.	AIR CONDITIONING UNIT 20 TON VOLTAGE: 208/230 VOLTS; 460 VOLTS 1 AND 3 PHASE, 60-HZ SEER: 10.5 MINIMUM REFRIGERANT: 410A VOLTAGE MONITOR (EXTERNAL) INCLUDE TRANSITION DUCT FRESH AIR INTAKE/MAKE UP AIR UNITS  ORIGIN: USA BRAND NAME: LENNOX MANUFACTURER: LENNOX WARRANTY: AS PER SPECS	5 EA. SPLIT DUCTED TYPE	\$ 22,984.00	\$ 1,117.00	\$ 120,505.00	\$ 114,920.00

Bidder affirms the Total Bid Price listed above is its bid in response to this IFB and that it shall remain irrevocable for ninety days.

Bidder affirms that Unit Price + 1 Year P.M. listed in (A) includes a Five (5) Year Warranty pursuant to Title Guam Code Annotated (GCA) Education; Chapter 7 Physical Plant. 7119. Standards for air conditioning systems funded herein.

NAME OF BIDDER (FIRM): JMI-EDISON

SIGNATURE OF AUTHORIZED REPRESENTATIVE:   
DATE: 3/28/13


NAME (PRINT/TITLE): TITLE: Eduardo R. Iiao - President

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE +1 YEAR P.M. (A)	2 <sup>ND</sup> -5 <sup>TH</sup> PER YR. P.M. PRICE (B)	(A+B) x (QTY) = EXTENSION (C)	(A) x (QTY) = 1 <sup>ST</sup> Year Contract Price (D)
15.	AIR CONDITIONING UNIT 25 TON VOLTAGE: 208/230 VOLTS; 460 VOLTS 1 AND 3 PHASE, 60-HZ EER: 10.5 MINIMUM REFRIGERANT: 410A VOLTAGE MONITOR (EXTERNAL) INCLUDE TRANSITION DUCT FRESH AIR INTAKE/MAKE UP AIR UNITS  ORIGIN: USA BRAND NAME: CARRIER MANUFACTURER: CARRIER WARRANTY: AS PER SPECS	9 EA SPLIT DUCTED TYPE	\$ 35,038.00	\$ 1,372.00	\$ 327,690.00	\$ 315,342.00

Bidder affirms the Total Bid Price listed above is its bid in response to this IFB and that it shall remain irrevocable for ninety days.

Bidder affirms that Unit Price + 1 Year P.M. listed in (A) includes a Five (5) Year Warranty pursuant to Title Guam Code Annotated (GCA) Education; Chapter 7 Physical Plant. 7119. Standards for air conditioning systems funded herein.

NAME OF BIDDER (FIRM): JMI-EDISON

SIGNATURE OF AUTHORIZED REPRESENTATIVE:   
DATE: 3/28/13

NAME (PRINT/TITLE): TITLE: Eduardo R. Ilao - President

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE + 1 YEAR P.M. (A)	2 <sup>ND</sup> -5 <sup>TH</sup> YR. P.M. PRICE (B)	(A+B) x (QTY) = EXTENSION (C)	(A) x (QTY) = 1 <sup>ST</sup> Year Contract Price (D)
16.	AIR CONDITIONING UNIT 50 TON VOLTAGE: 208/230 VOLTS; 460 VOLTS 1 AND 3 PHASE, 60-HZ EER: 10.5 MINIMUM REFRIGERANT: 410A VOLTAGE MONITOR (EXTERNAL) INCLUDE TRANSITION DUCT FRESH AIR INTAKE/MAKE UP AIR UNITS  ORIGIN: USA BRAND NAME: LENNOX MANUFACTURER: LENNOX WARRANTY: AS PER SPECS	1EA (PKG UNIT)	\$ 83,747.00	\$ 2,672.00	\$ 86,419.00	\$ 83,747.00

Bidder affirms the Total Bid Price listed above is its bid in response to this IFB and that it shall remain irrevocable for ninety days.

Bidder affirms that Unit Price + 1 Year P.M. listed in (A) includes a Five (5) Year Warranty pursuant to Title Guam Code Annotated (GCA) Education; Chapter 7 Physical Plant. 7119. Standards for air conditioning systems funded herein.

NAME OF BIDDER (FIRM): JMI-EDISON

SIGNATURE OF AUTHORIZED REPRESENTATIVE:



DATE: 3/28/13

NAME (PRINT/TYPE): TITLE: Eduardo R. Ilao - President



ITEM NO.	DESCRIPTION	QTY	UNIT PRICE + 1 YEAR P.M. (A)	2 <sup>ND</sup> -5 <sup>TH</sup> PER YR. P.M. PRICE (B)	(A+B) x (QTY) = EXTENSION (C)	(A) x (QTY) = 1 <sup>ST</sup> Year Contract Price (D)
17.	AIR CONDITIONING UNIT 70 TON VOLTAGE: 208/230 VOLTS; 460 VOLTS 1 AND 3 PHASE, 60-HZ EER: 10.5 MINIMUM REFRIGERANT: 410A VOLTAGE MONITOR (EXTERNAL) INCLUDE TRANSITION DUCT FRESH AIR INTAKE/MAKE UP AIR UNITS  ORIGIN: USA BRAND NAME: CARRIER MANUFACTURER: CARRIER WARRANTY: AS PER SPECS	2 EA SPLIT DUCTED TYPE	\$ 142,427.00	\$ 2,091.00	\$ 289,036.00	\$ 284,854.00

Bidder affirms the Total Bid Price listed above is its bid in response to this IFB and that it shall remain irrevocable for ninety days.

Bidder affirms that Unit Price + 1 Year P.M. listed in (A) includes a Five (5) Year Warranty pursuant to Title Guam Code Annotated (GCA) Education; Chapter 7 Physical Plant. 7119. Standards for air conditioning systems funded herein.

NAME OF BIDDER (FIRM): JMI-EDISON

SIGNATURE OF AUTHORIZED REPRESENTATIVE:  DATE: 3/28/13

NAME (PRINT/TITLE): TITLE: Eduardo R. Ilao - President

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE + 1 YEAR P.M. (A)	2 <sup>ND</sup> -5 <sup>TH</sup> PER YR. P.M. PRICE (B)	(A+B) x (QTY) = EXTENSION (C)	(A) x (QTY) = 1 <sup>ST</sup> Year Contract Price (D)
18.	AIR CONDITIONING UNIT 100 TON VOLTAGE: 208/230 VOLTS; 460 VOLTS 1 AND 3 PHASE, 60-HZ EER: 10.5 MINIMUM REFRIGERANT: 410A VOLTAGE MONITOR (EXTERNAL) INCLUDE TRANSITION DUCT FRESH AIR INTAKE/MAKE UP AIR UNITS  ORIGIN: USA BRAND NAME: CARRIER MANUFACTURER: CARRIER WARRANTY: AS PER SPECS	1 EA SPLIT DUCTED TYPE	\$ 176,360.00	\$ 3,137.00	\$ 179,497.00	\$ 176,360.00

Bidder affirms the Total Bid Price listed above is its bid in response to this IFB and that it shall remain irrevocable for ninety days.

Bidder affirms that Unit Price + 1 Year P.M. listed in (A) includes a Five (5) Year Warranty pursuant to Title Guam Code Annotated (GCA) Education; Chapter 7 Physical Plant. 7119. Standards for air conditioning systems funded herein.

NAME OF BIDDER (FIRM): JMI-EDISON

SIGNATURE OF AUTHORIZED REPRESENTATIVE:

DATE: 3/28/13


NAME (PRINT/TYPE): TITLE: Eduardo B. Ilaa - President

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE + 1 YEAR P.M. (A)	2 <sup>ND</sup> -5 <sup>TH</sup> PER YR. P.M. PRICE (B)	(A+B) x (QTY) = EXTENSION (C)	(A) x (QTY) = 1 <sup>ST</sup> Year Contract Price (D)
19.	AIR CONDITIONING UNIT 170 TON VOLTAGE: 208/230 VOLTS; 460 VOLTS 3 PHASE, 60-HZ REFRIGERANT: 410A FRESH AIR INTAKE/MAKE UP AIR UNITS  ORIGIN: USA BRAND NAME: CARRIER MANUFACTURER: CARRIER WARRANTY: AS PER SPECS	2 EA CHILLED WATER TYPE	\$ 170,586.00	\$ 10,149.00	\$ 361,470.00	\$ 341,172.00
				Total Lump Sum Bid Price for the EXTENSION [The sum of Column (C)]:  \$ 9,055,474.00	Total Lump Sum Bid Price for the 1 <sup>ST</sup> Year Contract Price [The sum of Column (D)]:  \$8,175,423.00	

Bidder affirms the Total Bid Price listed above is its bid in response to this IFB and that it shall remain irrevocable for ninety days.

Bidder affirms that Unit Price + 1 Year P.M. listed in (A) includes a Five (5) Year Warranty pursuant to Title Guam Code Annotated (GCA) Education; Chapter 7 Physical Plant. 7119. Standards for air conditioning systems funded herein.

NAME OF BIDDER (FIRM): JMI-EDISON

SIGNATURE OF AUTHORIZED REPRESENTATIVE:   
DATE: 3/28/13

NAME (PRINT/TITLE): TITLE: Eduardo R. Ilao - President



Date: MARCH 28, 2013

Title: PRESIDENT