



**JOETEN-KIYU
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NORTHERN MARIANAS STATE LIBRARY

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WEBSITE: <http://www.cnmillb.org> E-MAIL: cnmistatelibrary@gmail.com



June 30, 2017

Rex V. Moses
Business Account Manager
IT&E
Middle Road, Chalan Laulau
P.O. Box 500306
Saipan, MP 96950



COPY

6/30/17
3:50 PM
By: *[Signature]*

Re: Notice to Proceed

Dear Mr. Moses:

Pursuant to NMIAC Section 70-30.3-115 of the CNMI Procurement Regulation, this is to give you **Notice to Proceed** with the implementation of contract no. **635001-OC** according to the terms contained therein.

Your expeditious delivery of the terms of said contract is much appreciated.

Regards,

[Signature]

Erlinda C. Naputi
Acting Library Director

Cc: Herman S. Sablan, Director of Procurement

RECEIVED
DATE/BY 6/30/2017
Karla V. for: Rex



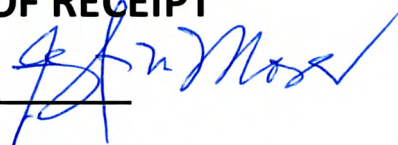
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ACKNOWLEDGEMENT OF RECEIPT

I, REX V. MOSES 
Print & Sign

hereby acknowledge receipt of this document, delivered at the following:

Time: 2:35 pm
Date: 6/30/2017

Delivered by:



Department of Finance
Division of Procurement and Supply

E-mail: procurement@pticom.com

P.O. Box 510008 CK Saipan, MP 96950

Tel.: (670) 664-1500

Fax: (670) 664-1515



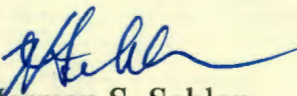
MEMORANDUM

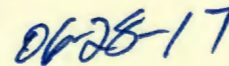
TO : Acting Director, Joeten-Kiyu Public Library

FROM : Director Procurement & Supply

SUBJECT : Completion of Contract Processing

Pursuant to NMIAC Section 70-30.3-115 (g) (1) of the CNMI Procurement Regulation, this is to inform you that processing of the attached contract no. **635001-OC for Internet Services & Telecommunications Services Provider for the Joeten-Kiyu Public Library vs. IT&E** is complete. You may proceed with contract implementation according to the terms contained therein. Please provide this office a copy of the **"NOTICE TO PROCEED"**.


Herman S. Sablan



Date

Attachment:-

Cc: Acting Director of Finance & Accounting
Contract File (with Attachment)
Vendor (with Attachment)

Acknowledgement Copy: Original Contract, Department and Vendor's Copy

Received By: _____
Department

Print Name

Date

ROUTING SLIP

**NOTE: CONTRACTS TO BE RELEASED TO AUTHORIZED PERSONNEL
DESIGNATED BY PROCUREMENT AND SUPPLY.**

ROUTE	DEPARTMENT/OFFICE	PRINT	DATE IN	DATE OUT
05/24/17 1	PROCUREMENT AND SUPPLY	<i>Isch</i>		6/5/17
2	FINANCE AND ACCOUNTING	<i>Verlyn</i>	06-05-17	06-08-17
3	SECRETARY OF FINANCE	<i>Audrey</i>	06-07-17	
4	ATTORNEY GENERAL	<i>Matilde</i>	6/8/17	6/13/17
5	GOVERNOR	<i>David</i>	6/15/17	6/15/17
6	CONTRACTOR			
7	DIRECTOR OF PROCUREMENT AND SUPPLY			
8	<u>FOR COMPLETION</u> * Please Submit Signed Original Contract with 3-Copies*			

*PLEASE CALL 664-1500, 1506 WHEN CONTRACTS ARE READY FOR PICK-UP WALK-THRU

Vince Sablan 287-7218

CONTRACT SPECIFICATION

CONTRACTING OFFICER : Acting Director, Joeten Kiyu Public Library

VENDOR : IT&E

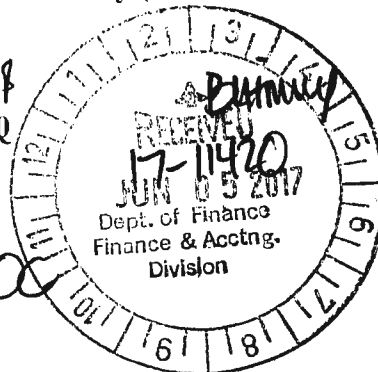
PROJECT : Internet Services & Telecommunications Services Provider for the
Joeten Kiyu Public Library (ITB17-JKPL-136)

AMOUNT : ADD:\$-0-
: Deduct:\$-0- 208

TOTAL CONTRACT AMOUNT : NTE:\$15,439.00

ACCOUNT NUMBER : 1592-62250

CONTRACT NUMBER : 635001-00



Herman S. Sablan
Herman S. Sablan

DIRECTOR OF PROCUREMENT AND SUPPLY

05-26-17
DATE



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MEMORANDUM

Date: May 24, 2017

To: Herman S. Sablan
Director, Procurement and Supply

From: Erlinda C. Naputi
Acting Director

Subj: Recommendation of ITB17-JKPL-136

RECEIVED
Division of Procurement
and Supply
Date: 05/25/2017
Time: 4:20 PM
Rec'd by: J.A.T.

ITB17-JKPL-136 for the Joeten-Kiyu Public library to procure the Internet Service and Telecommunications service provider has been opened and only two (2) vendors have submitted a bid, namely, Docomo Pacific and IT&E.

The Joeten-Kiyu Public library recommends to award both vendors a contract. Attached is a breakdown of line item scope of work awarded to each vendor.

Along with this memo is a price comparison on item from each vendor.

Should you have any questions or concerns, please do not hesitate to contact me at 235-7316

Q

LINE ITEM BREAKDOWN OF FITB17-JKPL 136

Library	SERVICE DESCRIPTION REQUESTED	ITB QTY	DOCOMO	IT&E	DOCOMO		IT&E		LOWEST COST SELECTED SERVICES	
			DESCRIPTION OF SERVICE	DESCRIPTION OF SERVICE	COST	TOTAL	COST	TOTAL	PROVIDER	MONTHLY
JKPL	Broadband Internet A-Symmetrical	2	100Mbps A-Symmetrical DL	20Mbps DL	\$199.99	\$399.98	\$250.20	\$500.40	DOCOMO	\$399.98
	Broadband Internet Symmetrical UL+DL	2	15Mbps UL+DL Fiber Internet	30Mbps UL+DL	\$600.00	\$1,200.00	\$375.30	\$750.60	IT&E	\$750.60
	Phone System	6	Landline Intercom Voice,CF,CD	Meta-Switch Phone Service	\$25.00	\$150.00	\$23.50	\$141.00	IT&E	\$141.00
	Added Charges Phone	6	None	LMP/911 Charges			\$1.50	\$9.00	IT&E	\$9.00
	Cellular	4	Unlimited Local Voice	Unlimited Local Talk/Txt 20GB 4G LTE Data	\$59.50	\$238.00	\$70.00	\$280.00	IT&E	\$280.00
	Added Charges Cellular	4	5GB 3G Data Service	None	\$24.55	\$98.20				
	Wireless Data	1	20GB Data Plan	Wireless BroadBand	\$44.00	\$44.00	\$70.00	\$70.00	DOCOMO	\$44.00
	Fax	1	Fax Phone Line	Did Not Provide Quote	\$25.00	\$25.00			DOCOMO	\$25.00
RPL	Broadband Internet A-Symmetrical	1	100Mbps A-Symmetrical DL	20Mbps DL	\$199.99	\$199.99	\$250.00	\$250.00	DOCOMO	\$199.99
	Phone System	2	Landline Intercom Voice,CF,CD	Meta-Switch Phone System	\$29.99	\$59.98	\$23.50	\$47.00	IT&E	\$47.00
	Added Charges	2	None	LMP/911 Charges			\$1.50	\$6.00	IT&E	\$6.00
TPL	Broadband Internet A-Symmetrical	1	100Mbps A-Symmetrical DL	20Mbps DL	\$199.99	\$199.99	\$250.00	\$250.00	DOCOMO	\$199.99
	Phone System	2	Landline Intercom Voice,CF,CD	Meta-Switch Phone System	\$29.99	\$59.98	\$23.50	\$47.00	IT&E	\$47.00
	Added Charges	2	None	LMP/911 Charges			\$1.50	\$6.00	IT&E	\$6.00
					DOCOMO TOTAL:	\$2,675.12	IT&E TOTAL:	\$2,357.00	TOTAL MONTHLY	\$2,155.56
JKPL will save a total based on selecting Services from each provider.						\$868.96		\$1,286.60		\$2,155.56
DOCOMO Total			\$519.56 Saved using Selected Services							
IT&E Total			\$201.44 Saved using Selected Services							

675001-00

RECEIVED
Division of Procurement
and Supply
Date: 05/25/2017
Time: 4:20 PM
Rec'd by: J.A.T.

COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS
CONTRACT FOR PURCHASE OF SERVICES

I. PARTIES

This contract is between **the Joeten-Kiyu Public Library, an Independent Program** of the Commonwealth of the Northern Mariana Islands and referred to herein as "the Commonwealth," and **IT&E**. IT&E is referred to in this contract as the "Contractor."

Contractor is a CORPORATION.

The Chairman of the Commonwealth Library Council is the Expenditure Authority for the Joeten-Kiyu Public Library. Any reference to the expenditure authority in this contract is a reference to the Chairman of the Commonwealth Library Council. The Expenditure Authority may take any action on behalf of the Commonwealth provided for by this contract or by law.

II. NOTICE

All notices and communications required by this contract shall be in written form and shall be delivered to the following addresses:

Attn: Herman S. Sablan
Director
Division of Procurement and Supply
Department of Finance
P.O. Box 10007
Saipan, MP 96950

Rex Moses
Business Account manager
IT&E
Middle Road, Chalan Laulau
P.O. Box 500306
Saipan, MP 96950

III. COMMUNICATION

The Contractor shall maintain communications with **the Joeten-Kiyu Public Library** at all stages of the Contractor's work. The Contractor will submit any questions it may have to the **the Joeten-Kiyu Public Library** regarding the performance of the contract.

IV. GENERAL PURPOSE

The purpose of this contract is for the Commonwealth to procure from the Contractor the services described in this contract and in the attached exhibits and to enjoy any warranty or other goods provided for by this contract. The services being procured are described as follows:

Internet Service & Telecommunications Services Provider for the Joeten-Kiyu Public Library

Q

The services being purchased by this contract are further described in **Exhibit B**. If the description of the services in **Exhibit B** conflict with the description of the services in this contract, then the description in this contract will control.

The services will be provided on the islands of **Saipan, Rota and Tinian** at the **Joeten-Kiyu Public Library** in Susupe, the Antonio C. Atalig Memorial Library in Songsong Village and Tinian Public Library in San Jose. The services will be performed **24 hours per Day, 365 days per year**

V. CONTRACTOR TO PROVIDE EQUIPMENT

The Contractor will provide all equipment and personnel necessary to complete this contract.

VI. WARRANTY

The services purchased by this contract are subject to warranties provided for by law.

VII. CONTRACT DOCUMENTS

The following instruments shown in the table below, constitute the contract documents ("Contract Documents") and are incorporated as part of the Contract thereof. If any of the attached documents conflict with this contract, then the language of this contract will control.

EXHIBIT	NAME OF DOCUMENT
A	Standard Terms and Conditions
B	Internet Service provider & Telecommunications Services Scope of Work

VIII. CONSIDERATION AND SCOPE OF WORK

Contractor agrees to perform the services described in this contract and the documents attached and incorporated into this contract. The Commonwealth agrees to pay **Fifteen thousand Four Hundred Thirty-nine Dollars Only** in exchange for the services, and goods if any. In addition, the consideration for this agreement is in the mutual covenants and stipulations hereby agreed to by the parties and set out in the following paragraphs.

IX. DURATION OF CONTRACT

The Contractor will begin its performance upon receipt of a Notice to Proceed by the Commonwealth.

This contract will remain in effect (1) one year after this contract becomes effective

1. The Contractor agrees to begin, and to continue for as long as this contract provides, to perform the services on the islands of Saipan, Rota and Tinian. The Contractor will invoice the Commonwealth and will be paid according to the following schedule:

DATE THE COMMONWEALTH RECEIVES INVOICE	INVOICE AMOUNT	PAYMENT DUE DATE
15 th of the Month	Monthly billing	30 Days after receipt of billing

2. If the notice to proceed is issued after a date identified in the above-schedule, then the Contractor will invoice the Commonwealth on the next date identified in the above-schedule. Thereafter, invoices will be issued in accordance with the above-schedule and will continue to be issued until the contract is completed.
3. Payment by the Commonwealth shall be made only upon Contractor's submission of evidence to the Expenditure Authority that the Contractor has delivered the services and has adhered to all contract terms and specifications.
4. If the Contractor fails to invoice the Commonwealth according to the above schedule, then the Commonwealth, at its sole discretion, may refuse to pay the untimely invoice. If the Commonwealth exercises its right to refuse payment under this subsection, neither party will be relieved of its obligation to perform under this contract.

X. SIGNATURE REQUIREMENTS

No Contract can be formed prior to the approval of all required signatories, as evidenced by the signature affixed below of each of them, made in the order listed. The Contract shall become effective upon certification of contract completion by the Director of Procurement and Supply.

XI. ADJUSTMENTS OF TIME FOR PERFORMANCE

The Expenditure Authority may grant the Contractor up to thirty additional days to complete the delivery of the services required by this contract. A grant of additional time will only be effective if it is placed in writing and signed by the Expenditure Authority.

The Contractor may grant the Commonwealth additional time, as necessary, to complete the payment for the services. A grant of additional time will only be effective if it is placed in writing and signed by an agent of the Contractor.

XII. SIGNATURES

1. Expenditure Authority

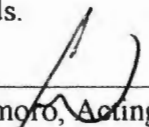
I declare that I have complied with the Commonwealth procurement regulations; that this contract is for a public purpose; and that the contract does not waste or abuse public funds. I declare that I, personally, have the authority to obligate the expenditure of funds for this contract. I declare under penalty of perjury that the foregoing is true and correct

■ Replacement for Defaulted Contractor

Government contract numbers of all related contracts with the Vendor:
Insert Contract Numbers, or NONE

8

and that this declaration was executed this day in the Commonwealth of the Northern Mariana Islands.



Asapmar Ogumoro, Acting Chairman
Expenditure Authority

Date:

5/25/17

2. Procurement and Supply

I hereby certify that to the best of my information and belief this contract is in compliance with the CNMI Procurement Regulations, is for a public purpose, the contractor is a responsible contractor, and the contract does not waste or abuse public funds.


Herman S. Sablan
Director of Procurement and Supply

Date

05-26-17

3. Secretary of Finance

I hereby certify that the funds identified below are available and have been committed for funding of this Contract:

Account: 1592.62250

Amount: \$15,439.00 ²⁰⁴

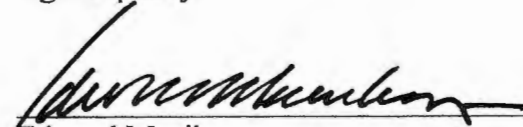

Larrisa Larson
Secretary of the Department of Finance

Date

JUN 07 2017

4. Attorney General

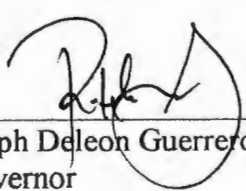
I hereby certify that this contract has been numbered, review and approved as to form and legal capacity.


Edward Manibusan
Attorney General

Date

6/12/17

5. Governor


Ralph Deleon Guerrero Torres
Governor

Date

15 JUN 2017

6. Contractor – IT&E

On behalf of the Contractor, I represent that I am authorized to bind the Contractor to the terms of this Contract, and by my signature I do hereby accept and bind the Contractor to the terms of this Contract. I further represent for the Contractor that no person associated with the Contractor has retained any person in violation of the Commonwealth Procurement Regulations.

REX V. MOSES
PRINTED NAME OF SIGNING AUTHORITY

[Signature]
SIGNATURE OF SIGNING AUTHORITY

BUS. ACCT. MGR
TITLE

6/22/2017
Date

7. CERTIFICATION OF CONTRACT COMPLETION

I hereby certify that this contract bears all signatures and is therefore complete.

[Signature]
Herman S. Sablan
Director of Procurement and Supply

06-28-17
Date

XIII. END OF CONTRACT DOCUMENT

Procurement Information
(For government purposes only)

Method of Procurement (Check one only)

- ☐ Competitive Sealed Bids
- ☐ Competitive Sealed Proposal
- ☐ Small Purchase
- ☐ Sole Source
- ☐ Emergency
- ☐ Expedited

Type of Procurement (Check one only)

- ☐ Initial procurement
- ☐ Subsequent procurement –
- ☐ Following Bid Protest
- ☐ Government's Option

EXHIBIT A
COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS
STANDARD TERMS AND CONDITIONS

I. TAXES, INSURANCE, AND PERMITS

The Contractor is responsible for all applicable Commonwealth or federal taxes and fees which may become due and owing by the Contractor by reason of this contract. The Contractor is also responsible for obtaining all insurance, licenses, permits, and certificates that may be required in order to perform this contract.

II. LITIGATION

If the Commonwealth, without any fault on its own part, becomes a party to any litigation by or against the Contractor in connection with this contract, the Contractor shall pay all costs and expenses incurred by the Commonwealth, including reasonable attorneys' fees.

III. CONTRACT SUBJECT TO FUNDING

Continued funding of this Contract beyond the present fiscal year is contingent on availability of funding in future years. In the event that such funding does not become available, the Commonwealth may terminate the contract without any further liability.

IV. SATISFACTION OF EXPENDITURE AUTHORITY REQUIRED

The Contractor agrees to complete the contract according to the terms of the contract and to the full satisfaction of the Expenditure Authority.

V. REGULATIONS CONTROLLING

This contract is void if either the procurement processes or contract execution fails to comply with the Commonwealth Procurement Regulations codified by NMIAC §§ 70-30.3-001, et seq. Any procurement action of a government official or employee in violation of said regulations is not authorized by the government and is an act for which the government will not take responsibility or be liable for in any manner. The Contractor and the government Contracting Officer hereby certify that they have both read and understand said procurement regulations and have complied with all such regulations.

VI. DEBARMENT, SUSPENSION, AND PERSONAL LIABILITY FOR VIOLATION OF PROCUREMENT REGULATIONS

If the contract is in violation of the procurement regulations codified by NMIAC §§ 70-30.3-001, et seq., then the Contractor may be subject to debarment or suspension from government contracting. Any person found to be violating the procurement regulations may be personally liable for any damages incurred, in addition to other penalties provided for by law or regulation.

VII. CONTRACT DISPUTES

1. Any dispute arising under this contract between the Commonwealth and the Contractor shall be submitted to administrative review and appeal as provided for by the procurement regulations codified by NMIAC §§ 70-30.3-001, et seq.
2. Commonwealth law governs this contract.
3. The Commonwealth will not be held liable for interest on any judgment taken as a result of any legal action in connection with this contract.
4. The Commonwealth will not be held liable for any punitive damages as a result of any legal action in connection with this contract.
5. The Commonwealth will not be held liable for any attorneys' fees incurred by the Contractor as a result of any legal action in connection with this contract.

VIII. GRATUITIES

It shall be a breach of contract for the Contractor to offer, give, or agree to give a gratuity or an offer of employment to any employee or former employee in connection with the execution of this contract.

It shall be a breach of contract for any government employee to solicit, demand, accept, or agree to accept from the contractor, a gratuity, or an offer of employment in connection with the execution of this contract.

IX. RIGHT TO AUDIT

The Contractor and subcontractor or grantee and sub-grantee at all levels shall provide the Public Auditor of the commonwealth of the Northern Mariana Islands with access to and the right to examine and copy any records, data or papers relevant to this contract or grant until three (3) years have passed since the final payment pursuant to this contract or grant.

X. KICKBACKS PROHIBITED

It shall be a breach of contract for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under contract to the prime contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

XI. CONTINGENT FEES

The Contractor hereby represents that it has not retained any person to solicit or secure government contracts upon an agreement or understanding for a commission percentage, brokerage or contingent fee except for the retention of a bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

XII. TERMINATION FOR DEFAULT

1. If the Contractor refuses or fails to deliver the goods or services as required or fails to deliver the goods or services within the time period specified by this contract, then the Commonwealth may terminate this contract by providing written notice of termination to the Contractor. If the Commonwealth terminates this contract for default, then the Contractor will be liable for damages. In the alternative, the Commonwealth may insist upon the performance of this contract and the payment of damages for its delay. Failure to deliver the goods or services as required and within the time limits provided by this contract may subject the Contractor to suspension, disbarment, or any other remedy provided by law.
2. The Commonwealth will not terminate the contract for failure to deliver the goods or services within the specified time if the failure is caused by an act of god, acts of the public enemy, acts of the Commonwealth, fires, floods, epidemics, or unusually severe weather.
3. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

XIII. TERMINATION FOR CONVENIENCE

1. The Commonwealth may, when its interests so require, terminate this contract in whole or in part for the convenience of the Commonwealth. The Commonwealth will give written notice of the termination to the Contractor if the contract is terminated for the convenience of the Commonwealth.
2. If the contract is terminated, then the Contractor will not incur any further obligation in connection with the terminated contract. The Contractor will work to terminate outstanding orders and subcontracts as they relate to the terminated contract and will settle the liabilities and claims arising out of the termination. The Contractor will limit and mitigate its damages as much as possible.
3. If the contract is terminated for convenience, then the parties may enter into a settlement regarding the payment due under this contract. Otherwise, the amounts due under the contract will be as follows, provided that the Commonwealth may not be held liable for more than the amount to be paid under this contract:
 - a) Costs incurred in preparing to perform and performing the terminated contract.
 - b) Costs of settling and paying claims arising out of termination of subcontracts.
 - c) The reasonable settlement costs of the Contractor.

XIV. ASSURANCES

The Contractor, by signing the contract, affirms that this contract is in compliance with the following federal laws and regulations:

1. **Equal Employment Opportunity.** For all Contracts that qualify as “federally assisted construction contracts” as defined in 41 CFR Part 60–1.3, Contractor agrees to comply with E.O. 11246, “Equal Employment Opportunity,” as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
2. **Additional Equal Employment Opportunity Clause.** The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
3. **Davis Bacon Act, as amended (40 U.S.C. 3141—3148).** If the Contract is in excess of \$2000 and pertains to construction or repair, and further, if required by Federal program legislation, Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141—3148) and as supplemented by Department of Labor regulations (29 CFR part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction”). Under this Act, the Contractor is required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor shall be required to pay wages not less than once a week.
4. **Copeland “Anti-Kickback” Act (40 U.S.C. 3145) –** If the Order is in excess of \$2000 and pertains to construction or repair, Contractor shall comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides in part that Contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which it is otherwise entitled.

5. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)** – If the Contract is in excess of \$100,000 and involves the employment of mechanics or laborers, Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
6. **Rights to Inventions Made Under a Contract or Agreement** – If the Contract is for the performance of experimental, developmental, or research work, Contractor shall provide for the rights of the Federal Government and the Commonwealth in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
7. **Clean Air Act (42 U.S.C. 7401—7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251—1387), as amended** – If the Contract is in excess of \$150,000 Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401—7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251—1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
8. **Energy Policy and Conservation Act (42 U.S.C. 6201)** – Contractor agrees to comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
9. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** – If the Contract is for \$100,000 or more, Contractor and its subcontractors shall file the certification required by this statute and associated regulations. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Commonwealth.

10. Debarment and Suspension (E.O.s 12549 and 12689) – Contractor represents and warrants that it is not listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM) in accordance with OMB guidelines at 2 CFR 180 that implement E.O.s 12549 and 12689, “Debarment and Suspension.” This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549.
11. The Contractor certifies compliance with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. In particular, the requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.
12. If applicable, the Contractor certifies compliance with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act by procuring solid waste management services in a manner that maximizes energy and resource recovery.
13. If the contracting agency is an EPA financial assistance agreement recipient, then the contract agrees that it shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor further agrees that it shall carry out the applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies. The contractor understands that it bears the final responsibility for determining whether the contracting agency is an EPA financial assistance agreement recipient.

END OF DOCUMENT



JOETEN-KIYU PUBLIC LIBRARY

NORTHERN MARIANAS STATE LIBRARY

P.O. BOX 501092, SAIPAN MP 96950 • PHONE: (670) 235-7322 • FAX: (670) 235-7550
WEBSITE: <http://www.cnmlib.org> E-MAIL: cnmistatelibrary@gmail.com



Joeten-Kiyu Public Library

Selections of the Vendor, IT&E, for these services are based on substantial cost savings and difference to competitor. In addition, the services meet and/or positively exceed quoted requirements with significant costs being lower than competitor.

Vendor Name: IT&E

Description of Service	Location of Installation/Service	Quantity	Unit Cost	Monthly
*30Mbps Symmetrical UL+DL	Joeten-Kiyu Public Library	2	\$375.30	\$750.60
Meta-Switch Phone Service	Joeten-Kiyu Public Library	6	\$23.50	\$141.00
LMP/911 Charges	Joeten-Kiyu Public Library	6	\$1.50	\$9.00
Unlimited Local Talk/Text 20GB 4G LTE Data (Cellular)	Joeten-Kiyu Public Library And Bookmobile	4	\$70.00	\$280.00
Meta-Switch Phone Service	Rota Public Library	2	\$23.50	\$47.00
LMP/911 Charges	Rota Public Library	2	\$1.50	\$6.00
Meta-Switch Phone Service	Tinian Public Library	2	\$23.50	\$47.00
LMP/911 Charges	Tinian Public Library	2	\$1.50	\$6.00

*Selection of the 30Mbps Symmetrical is based on the lower cost, given that this technology provides both an upload speed and downloads speed of the same bandwidth in contrast to an A-Symmetrical service that in most cases only has an increased download speed but significantly reduced upload speed.

Symmetrical Speeds are crucial for Data exchange, backups, and retrieval to remote services/servers on local and wide area networks including the internet.

We hereby agree to the selection and will proceed accordingly:

_____ Date: _____

Print Name and Signature Above



Department of Finance

Division of Procurement and Supply

E-mail: procurement@pticom.com

P.O. Box 510008 CK Saipan, MP 96950

Tel.: (670) 664-1500

Fax: (670) 664-1515



May 26, 2017

Mr. Rex Moses
Business Account Manager
IT&E
P.O. Box 500306
Saipan, MP 96950

Via Fax to (670)-235-2877

Re: ITB17-JKPL-136 – Internet Services Provider & Telecommunications Services for the Joeten-Kiyu Public Library

Dear Mr. Moses:

Thank you for participation in the above reflected ITB.

We are happy to inform you that, as the responsive and responsible bidder, the government intends to award **IT&E** a contract to **Provide Internet & Telecommunications Services** for the Joeten-Kiyu Public Library.

The contract is in process, and you will be notified as soon as it is ready for your signature.

Sincerely,

Herman S. Sablan
Director, Procurement & Supply

HS: jsr

Pc: Acting Director, Joeten-Kiyu Public Library

***Disclaimer:**

This is not a contract or an award of contract. Do not rely on this letter in incurring any expenses or begin performance until a written NOTICE TO PROCEED with contract performance is issued by the official with expenditure authority. Contractor shall commence only by the presentation of a contract with all the required signatures on the contract and a notice to proceed is issued by the official with expenditure authority. The commonwealth shall not be responsible for any expenses incurred prior to the completion of a properly approved government contract, and a notice to proceed issued by the official with expenditure authority.

Fax Confirmation Report

Date & Time : 05-JUN-2017 12:52 MON
Fax Number : 6706641515
Fax Name : PROCUREMENT
Model Name : WorkCentre 3550

No.	Remote Station	StartTime	Duration	Page	Mode	Job Type	Result
001	92352877	05-06 12:51	00'13	001/001	EC	HS	Success

Abbreviations:

HS: Host Send	PL: Polled Local	CP: Completed	TS: Terminated by System
HR: Host Receive	PR: Polled Remote	FA: Fail	TU: Terminated by User
MS: Mailbox Save	WS: Waiting To Send	RP: Report	G3: Group3
MP: Mailbox Print	EC: Error Correct		



Department of Finance Division of Procurement and Supply

E-mail: procurement@plsdem.com
P.O. Box 510008 CK Saipan, MP 96950 Tel: (870) 884-1900 Fax: (870) 884-1515



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IT&E
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Department of Finance Division of Procurement and Supply

E-mail: procurement@pdsdm.com
P.O. Box 510008 CK Saipan, MP 96950 Tel.: (670) 894-1800 Fax: (670) 894-1818



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