

## Agency Report

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8. Newspaper Advertisement
9. Approval of Specifications
10. Copy of Requisition

RECEIVED  
OFFICE OF PUBLIC ACCOUNTABILITY  
PROCUREMENT UNIT 6.3

APR 11 2011  
TIME: 4:49 BY: MAW  
FILE NO. OPA-PA 11-107

**Copy of Agency Report**



**Office of the Attorney General**  
**Leonardo M. Rapadas**  
 Attorney General of Guam  
**Civil Litigation Division**  
 287 West O'Brien Drive  
 Hagåtña, Guam 96910 • USA  
 Tel. (671) 475-3324 • Fax (671) 472-2493  
 www.guamattorneygeneral.com

Attorneys for the Government of Guam

**BEFORE THE OFFICE OF PUBLIC ACCOUNTABILITY**

**PROCUREMENT APPEAL**

IN THE APPEAL OF	)	DOCKET NO. OPA-PA-11-007
	)	
TOWN HOUSE DEPARTMENT STORES,	)	
INC., dba	)	
ISLAND BUSINESS SYSTEMS AND	)	
SUPPLIES ("IBSS"),	)	<b>AGENCY REPORT</b>
	)	
Appellant.	)	

Comes now the Office of the Attorney General, attorneys for the General Services Agency ("GSA"), submits this Agency Report as required by Guam law and the procurement regulation duly enacted by the Office of the Public Auditor.

**Matters Required by 2 GAR, Div. 4, §12105**

- (a) A copy of the bid protest letter may be found at Tab 1, Procurement Record.
- (b) A copy of the protest response is found at Tab 2 of the Procurement Record.
- (c) A copy of the original Invitation for Bid is found at Tab 3 of the Procurement

Record. A copy of Amendment No. 1 thereto is at Tab 5.

- (d) A copy of the bid register is at Tab 4, Procurement Record.
- (e) A copy of the Stay of Procurement Letter is at Procurement Record Tab 6.
- (f) A copy of the newspaper advertisement is at Procurement Record, Tab 7.
- (g) A copy of the Specifications Approval is at Procurement Record, Tab 8.
- (h) A copy of the Requisition is at Procurement Record, Tab 9.

#### OVERVIEW

On 18 February 2011, GSA issued Invitation for Bid No. GSA-028-11 for the 60 month lease of a Color Multifunction Copier/Printer/Scanner/Fax device, requisitioned by Government of Guam Department Public Health and Social Services ("DPHSS") on 30 December 2010. The bid announcement appeared in the *Marianas Variety*, newspaper, Guam Edition on 18 February 2011. See Procurement Record, Tab 7.

Between 18 and 28 February 2011, four (4) vendors picked up the bid package, to wit: Xerox, IBSS, Sharp and All Star, Inc.

Then on 3 March 2011 GSA received a Protest Letter from IBSS, denominating itself as a "potential bidder". The sole basis for the IBSS protest is the decision by DPHSS to requisition the kind of printer it needed in the first place. In other words, IBSS objects to the solicitation basically because the specified device is overkill, uneconomical and unique in nature. IBSS also seems to be objecting that the IFB is asking for a printer that somehow isn't relevant, and/or they believe it is favors one bidder over another. According to IBSS, this type of all-in-one high speed apparatus which prints, faxes, scans and copies in the same unit is an improper expenditure of public funds.

Exercising its original bid protest jurisdiction, after its review, GSA on 11 March 2011

decided the Protest against appellant. It found that the machine specified by Public Health reflected a genuine need for precisely this type of equipment.

Unsatisfied, IBSS filed its appeal from the protest decision on 21 March 2011, still insisting on second-guessing the Purchasing Agency's decision to buy the multifunction, high-speed device specified. Appellant does not claim that the IFB specifies only a brand name product instead of allowing an equal product to be offered in describing the performance and other relevant requirements of the procurement. Nor does Appellant complain that IFB calls for the lease of a custom made machine. In fact the device to be procured is (a) already commercially produced and (b) has already been procured by at least 3 GovGuam Agencies<sup>1/</sup>. Appellant has an open opportunity to bid on the device sought. However, it is unclear whether IBSS can offer such a product itself, and if so, whether they would still be making their protest.


#### CONCLUSION

It is the Purchasing Agency's position that the combined functions and high performance specifications of the machine sought will enable output efficiencies leading to overall economies and cost-reductions for GovGuam (see attached Declaration) which miniaturize its lease price. The specifications seek a standard commercial product. 5 GCA §5268(c); 2 GAR Div.4, §§4106, 4106(a) and 4109. The IFB specifications are only restrictive in light of what the buyer requires. They are not restrictive in terms of the market place and competition. But for the buyer's needs appellant sees nothing wrong with the specifications. There is not a statute violated or a rule and regulation of which GSA has run afoul; nor does appellant claim that it has. That IBSS does not approve of the essential physical characteristics and functions, falls short of the legal basis for a procurement protest-appeal. GSA submits that it is the buyer who decides this, not the seller. In this regard,

it is suggested that ISBB's objections are shallow and largely irrelevant.

Respectfully submitted, this 4<sup>th</sup> day of April 2011.

OFFICE OF THE ATTORNEY GENERAL  
Leonardo M. Rapadas, Attorney General

By:   
BENJAMIN M. ABRAMS  
Assistant Attorney General

and,

  
JOHN WEISENBERGER  
Assistant Attorney General



**Office of the Attorney General**

**Leonardo M. Rapadas**

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**BEFORE THE OFFICE OF PUBLIC ACCOUNTABILITY**

**PROCUREMENT APPEAL**

IN THE APPEAL OF

) DOCKET NO. OPA-PA-11-007

) TOWN HOUSE DEPARTMENT STORES,

) INC., dba

) ISLAND BUSINESS SYSTEMS AND

) SUPPLIES ("IBSS"),

**DECLARATION**

) Appellant.

---

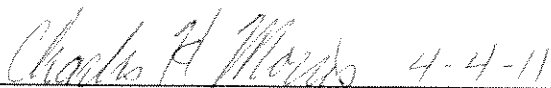
I, Charles H. Morris, do hereby declare:

1. I make this declaration based upon my information and belief.
2. I am the Administrator of the Bureau of Nutrition Services, Department of Public Health and Social Services.
3. I am primarily responsible for the efforts to acquire a new photocopier for the Tiyan office of the Women, Infants and Children (WIC) nutrition program.
4. The specifications for the photocopier to be acquired were developed within my program and were based upon input from staff and an understanding of the needs and the objectives of the program itself.

5. Included within the specifications that were developed was the requirement that the photocopier have the capacity to copy both black and white copies as well as color copies and be able to print at least 85 copies, black and white, per minute, as well as high speed color prints.
6. The WIC program produces, prints and distributes nutrition education materials for our clients. The photocopier is intended to print all of these materials. In addition, the same device will accommodate our faxing, and scanning requirements for all WIC administrative staff. It is the intention to have all administrative staff networked with this photocopier through their computers to accommodate individual printing functions.
7. This office has found that it is cost effective to print our own nutrition education materials rather than contracting out these printing services as had been done in the past.
8. For the high level of utilization that is required by this program, the photocopier has to be able to print at a high rate of speed to maximize availability in accommodating the continuously high work demand of the Tiyan WIC Office.
9. The WIC program has averaged 7,757 participating clients per month over the past 12 months.

I declare under penalty of perjury that the foregoing statements are true to the best of my information and belief.

Executed this 4<sup>th</sup> day of April, 2011.

  
Charles H. Morris



**Copy of Bid Protest Letter**

RECEIVED  
3/4/11 3:40



**Island Business Systems & Supplies**

**Canon**

Authorized Dealer

**Guam Office:**

P.O. Box 7 Hagatna, Guam 96932

• Tel (671) 477-7454, 472-2200 • Fax: (671) 477-7660 •  
email: support@ibssguam.com

**Saipan Office:**

P.O. Box 167 CK Saipan MP 96950

• Tel (670) 234-8002, 234-5155 • Fax: (670) 234-8050 •  
email: support@ibssguam.com

**Date:** March 3, 2011

**To:** General Services Agency

**Attn:** Ms. Claudia S. Acfalle  
Chief Procurement Officer

**Re:** Letter of Protest for GSA-028-011

IBSS (Island Business Systems and Supplies), is a division of Town House Department Stores, Inc., a J&G affiliate, a locally owned and operated Guam corporation. IBSS provides document management services and equipment and is a potential bidder for the referenced GSA IFB.

The IFB is issued to procure a copier with its own specifications.

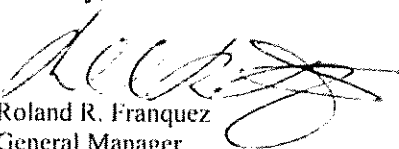
The hardware specifications are overly restrictive by deviating unnecessarily over competitive common industry standards, in a manner that both costs the government far more than necessary and favors Xerox products above others. The specifications thus violate the policy of 5 GCA § 5001(b)(5) and (6) and the requirements of 5 GCA §§ 5268(a) and (b), and 2 GAR §§ 4102(a)(1) and (a)(3).

"It is the general policy of this territory to procure standard commercial products whenever practicable. In developing specifications, accepted commercial standards shall be used and unique requirements shall be avoided to the extent practicable." (2 GAR § 4103(a)(3).)

Having carefully reviewed the specifications, attached is our comparative cost analysis showing commercial standards and the tremendous savings that can be realized by modifying the copying speed/pages per minute in accordance with commercial standards published by independent analytical group Buyers Lab/Feature by Segment Chart.

Given the relatively low volume requirements in the IFB, the print speed requirements are excessively high over the commercial standards, resulting in a disproportionately high cost to the government and noncompetitive requirements. The commercial standard print speed for the indicated volume is only 31-40 ppm, which is less than half the speed you require. The indicated cost of a machine for your required print speed is \$31,500, whereas the indicated cost of a machine that meets the commercial standard print speed is only \$9,400. The thousands of dollars that could be saved, based on the suggested retail prices, can be used for other DPHSS Projects that could include improvements in its facilities.

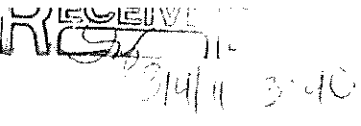
Sincerely,

  
Roland R. Franquez  
General Manager

Cc: Attorney John Thos. Brown

1	1	85/75ppm	10,000-2,000	<b>Buyers Lab Inc.'s (BLI) Suggested Retail Price Based on GSAs Copier Speed Specifications</b>	BLI's Copier Speed Recommendation Based on Monthly Print Volume	31-40ppm	<b>BLI's Average Suggested Retail Price Based on the BLI's Recommended Copier Speed</b>	\$9,400.00	<b>DPHSS's Estimated Savings )</b>	\$22,100.00
---	---	----------	--------------	---	--	----------	---	------------	--	-------------

The chart, which cannot be reproduced or reprinted without BLI's approval, can be viewed from their website [www.buyerslab.com](http://www.buyerslab.com).

RECEIVED  

 3/14/11 3140

GENERAL SERVICE AGENCY

3/4

CPO Route Slip#

FY11-65

Document Subject: 1855- GSA -02-11

Protest

From:

Chief Procurement Officer

Asst Chief Procurement Officer

Date: \_\_\_\_\_

Admin. Support

Action/Attention

Administrative Assistant

Circulate

Buyer Supervisor, GSA

Represent GSA

IMO

Post Bulletin Board

Buyer Supervisor, DOE

File/Info

SASP Administrator

Prepare Draft Reply

Other:

Mild / Medium / Strong

See Me NLT : \_\_\_\_\_

Due Date: \_\_\_\_\_

Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CODES 1-CPO, 01-ACPO,011-A0

2-APB

3-ACB

4-OB

5-SASP



**Protest Response**

Eddie Baza Calvo  
Governor



**GENERAL SERVICE AGENCY**

(Ahensian Setbision Hinirat)  
Department of Administration

148 Route 1 Marine Drive, Piti, Guam 96915  
Tel: (671) 475-1707 Fax Nos: (671) 475-1727 / 475-1716

Ray Tenorio  
Lieutenant Governor

Benita A. Manglona  
Acting Director

George A. Santos  
Deputy Director

March 11, 2011

Roland R. Franquez  
General Manager  
Island Business Systems & Supplies  
P.O. BOX 7  
Hagatna, Guam 96932

Re: **Invitation for Bid No.: GSA-028-11**  
**(60 Months Lease Agreement for Color Copier/Printer/Scan/Fax Machine)**

Dear Mr. Franquez:

Hafa Adai! This is in reference to your protest letter dated March 03, 2011 that was lodged on the above referenced bid number.

Upon review of your protest it has been determined that your protest is without merit based on the following:

**Issue**

Given the relatively low volume requirements in the IFB, the print speed requirements are excessively high over the commercial standards, resulting in a disproportionately high cost to the government and noncompetitive requirements. The commercial standard print speed for the indicated volume is only 31-40 ppm, which is less than half the speed you require. The indicated cost of a machine for your required print speed is \$31,500, whereas the indicated cost of a machine that meets the commercial standard print speed is only \$9,400.

**Response:**

The department needs more than a commercial standard print speed. The department has justified the need to acquire the speed of higher level of utilization the copier has to be able to print at a higher rate of speed to maximize availability in accommodating the continuously high demand of servicing 8,000 WIC clients. Therefore, the minimum speed indicated on the invitation for bid remains the same.

Based on the above, it is our determination that your protest is without merit. Upon receipt of this letter, you are, therefore, notified of our determination and that you have a right to seek administrative and or judicial review.

Sincerely,



CLAUDIA S. ACFALLE  
Chief Procurement Officer

cc: Office of the Attorney General

Eddie Daza Calvo  
Governor



**GENERAL SERVICES AGENCY**

(Ahenslan Setbison Hinirat)  
Department of Administration

148 Route 1 Marine Drive, Piti, Guam 96915  
Tel: (671) 475-1707 Fax Nos: (671) 475-1727 / 475-1716

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March 11, 2011

Roland R. Franquez  
General Manager  
Island Business Systems & Supplies  
P.O. BOX 7  
Hagatna, Guam 96932

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**ACKNOWLEDGEMENT**  
Please print/sign & fax back to  
Inez @ 475-1716  
**RECEIVED BY:** *[Signature]*

**COMMITTED TO EXCELLENCE** DATE: *3/15/11 12:43pm*  
Island Business System fax 477-7660





Inez Perez <inez.perez@gsa.guam.gov>

## Q11-1712-079 - Copier Lease

Charlie Morris <charles.morris@dphss.guam.gov>

Fri, Mar 11, 2011 at 3:22 PM

To: claudia.acfalle@gsa.guam.gov

Cc: inez.perez@gsa.guam.gov, Julito Martinez <julito.martinez@dphss.guam.gov>, David Gumataotao <david.gumataotao@dphss.guam.gov>, Rose Castro <rose.castro@dphss.guam.gov>

Hi Claudia,

In regards to addressing an apparent vendor protest, Ms. Inez Perez asked us to provide you with an explanation of why we need to include in our specifications a photocopier which prints 85 copies per minute. Our reason is as follows:

In servicing our 8,000 WIC Clients we use our Tiyan photocopier for printing all of the WIC Program's nutrition education materials and utilize the same printer for performing all of our faxing and scanning. In regard to printing our nutrition education materials, we have found that this is much more cost effective than contracting out the printing services (i.e., as we once did). Additionally all of our WIC Administrative staff have their computers networked to this same photocopier and use it to print their own correspondence. For this high level of utilization, the printer has to be able to print at a higher rate of speed to maximize availability in accommodating the continuously high work demand at the Tiyan WIC Office.

Please let me know if you have questions or require clarification.

Thank you,

Charlie

CHARLES H. MORRIS, MPH, RD, LDN

Administrator, Bureau of Nutrition Services

Department of Public Health and Social Services

15-6100 Mariner Avenue

Barrigada, GU 96913-1601

Phone: (671) 475-0287

Fax: (671) 477-7945

Mobile: (671) 488-4510

Email: [charles.morris@dphss.guam.gov](mailto:charles.morris@dphss.guam.gov)

**Copy of Invitation for Bid**

Accountability \* Impartiality \* Competence \* Openness \* Value

INVITATION FOR BID NO. : GSA-028-11

**DESCRIPTION:**  
**60 MONTH LEASE AGREEMENT OF A COLOR MULTIFUNCTION**  
**COPIER/PRINTER/SCANNER/FAX**

**SPECIAL REMINDER TO PROSPECTIVE BIDDERS**

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

- (X) **BID GUARANTEE** (15% of Bid Amount) May be in the form of;  
**Reference #11 on the General Terms and Conditions**
  - a. Cashier's Check or Certified Check
  - b. Letter of Credit
  - c. Surety Bond – Valid only if accompanied by:
    - 1. Current Certificate of Authority issued by the Insurance Commissioner;
    - 2. Power of Attorney issued by the Surety to the Resident General Agent;
    - 3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.
  
- (X) **BROCHURES/DESCRIPTIVE LITERATURE;**
  
- (X) **AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSION**
  - a. Date of signature of the person authorized to sign the bid and the notary date must be the same.
  
- (X) **OTHER REQUIREMENTS:**  
Ethical Standard Affidavit, No Gratuities or Kickbacks Affidavit, Restriction Against Sexual Offenders Affidavit, D.O.L. Wage Determination Affidavit, Non-Collusion Affidavit, Affidavit Disclosing Ownership and Commission, and Affidavit re Contingent Fees

**This reminder must be signed and returned in the bid envelope together with the bid. Failure to comply with the above requirements may be cause for disqualification and rejection of the bid.**

On this \_\_\_\_\_ day of \_\_\_\_\_, 2011, I, \_\_\_\_\_,

authorized representative of \_\_\_\_\_ acknowledge receipt of this special

reminder to prospective bidders with the above referenced IFB.

\_\_\_\_\_  
Bidder Representative's Signature

**INVITATION FOR BID**

ISSUING OFFICE:

GENERAL SERVICES AGENCY  
GOVERNMENT OF GUAM  
148 ROUTE 1, MARINE DRIVE  
PITI, GUAM 96915

  
\_\_\_\_\_  
CLAUDIA S. ACFALLE  
Chief Procurement Officer

DATE ISSUED: 2/18/11

BID INVITATION NO: GSA-028-11

BID FOR: **60 MONTH LEASE AGREEMENT FOR A COLOR MULTIFUNCTION  
COPIER/PRINTER/SCANNER/FAX**

SPECIFICATION: **See Attached**

DESTINATION: **DEPARTMENT OF PUBLIC HEALTH & SOCIAL SERVICES**

REQUIRED DELIVERY DATE: **30 DAYS AFTER RECEIPT OF PURCHASE ORDER**

**INSTRUCTION TO BIDDERS:**

INDICATE WHETHER:  INDIVIDUAL  PARTNERSHIP  CORPORATION

INCORPORATED IN: \_\_\_\_\_

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) 10:00am Date: 3/07/11 and shall be publicly opened. Bid submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions, and Sealed Bid Solicitation for details.

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

NAME AND ADDRESS OF BIDDER:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNATURE AND TITLE OF PERSON  
AUTHORIZED TO SIGN THIS BID:  
\_\_\_\_\_

AWARD: CONTRACT NO.: \_\_\_\_\_ AMOUNT: \_\_\_\_\_ DATE: \_\_\_\_\_

ITEM NO(S). AWARDED: \_\_\_\_\_

**CONTRACTING OFFICER:**

\_\_\_\_\_  
CLAUDIA S. ACFALLE  
Chief Procurement Officer

NAME AND ADDRESS OF CONTRACTOR:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNATURE AND TITLE OF PERSON  
AUTHORIZED TO SIGN THIS CONTRACT:  
\_\_\_\_\_

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
1.1	60 Month Lease Agreement for a Color Multifunction Copier/Printer/Scanner/Fax To include Maintenance, Parts, Labor, and Supplies (Except Paper & Staples)	60	MOS.	\$ _____	\$ _____

**NOTE: Charges for overage of copies exceeding the monthly allowance prints.**

10,000 Black/White Print Copies	\$ _____	\$ _____
2,000 Color Print Copies	\$ _____	\$ _____

**SPECIFICATIONS:**

**BIDDING ON OR REMARKS:**

\*Minimum of 85 print copies per minute in black/white

\_\_\_\_\_

\*Minimum of 70 print copies per minute in color

\_\_\_\_\_

\*Handles up to 11 X 17 paper

\_\_\_\_\_

\*Handles paper weight up to 220gsm

\_\_\_\_\_

\*3,300 total sheet capacity

\_\_\_\_\_

\*4 paper trays

\_\_\_\_\_

\*By-Pass tray holding 100 sheets or greater

\_\_\_\_\_

\*2 Sided duplexing

\_\_\_\_\_

\*Two-sided printing, copying, faxing & scanning up to 11 X 17 from document feeder & glass

\_\_\_\_\_

\*Automatic stapling up to 100 sheets in 2 positions

\_\_\_\_\_

\*Minimum of 75 images per minute B&W

\_\_\_\_\_

\*Minimum of 51 images per minute in color

\_\_\_\_\_

\*Reduction/Enlargement 25% to 400%

\_\_\_\_\_

\*Must be able to fax from computer

\_\_\_\_\_

\*PCL & PS print drivers required

\_\_\_\_\_

\*Minimum of 1 GHz processor speed

\_\_\_\_\_

\*Minimum of 80 GB/512MB hard drive/RAM

\_\_\_\_\_

\*10/100/1000 Base Ethernet

\_\_\_\_\_

\*Secure print or scan using SSL or IPsec.

\_\_\_\_\_

\*Built in firewall to prohibit unauthorized users

\_\_\_\_\_

\*Image overwrite

\_\_\_\_\_

\*Must be able to track print, copy, fax & scan created by individual end users

\_\_\_\_\_

\*Scan to any PC on the network (Network Scanning), scan to mailbox & e-mail

\_\_\_\_\_

\*Must be able to compress scan files using JBIG2

\_\_\_\_\_

\*Machine scanning to Tiff, multi-page TIFF, JPEG, PDF, PDF/A and text-searchable PDF

\_\_\_\_\_

\*Ability to scan & create PDF/A (achievable format)

\_\_\_\_\_

\*Ability to automatically scan & create text searchable PDS files from the copier

\_\_\_\_\_

\*Energy star certified

\_\_\_\_\_

\*Print on envelopes up to 9 X 12

\_\_\_\_\_

\*To include training & complete analyst services to support installation

\_\_\_\_\_

\*Bidder shall replace machine w/identical machine if machine cannot be satisfactorily repaired or maintained at Agency's discretion /request

\_\_\_\_\_

\*Must include all consumables/supplies such as toners cartridges, drums

\_\_\_\_\_

**Bidding on:**

Manufacturer: \_\_\_\_\_

Make: \_\_\_\_\_

Model: \_\_\_\_\_

Place of Origin: \_\_\_\_\_

Date of Delivery: \_\_\_\_\_

**ETHICAL STANDARDS AFFIDAVIT**

AFFIDAVIT  
(Bidder)

TERRITORY OF GUAM    )  
                                  )  
HAGATNA, GUAM        )

SS.

\_\_\_\_\_, being first duly sworn, deposes and says:

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

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

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

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_ day of \_\_\_\_\_, 2011

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



**NO GRATUITIES OR KICKBACKS AFFIDAVIT**

**AFFIDAVIT**

(Bidder)

TERRITORY OF GUAM )

)

SS.

HAGATNA, GUAM )

\_\_\_\_\_, being first duly sworn, deposes and says:

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

\_\_\_\_\_  
Signature of individual if Bidder is a sole Proprietorship;

Partner, if the Bidder is a Partnership;

Officer, if the Bidder is a Corporation.

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_ day of \_\_\_\_\_, 2011

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

Eddie Baza Calvo  
Governor

**GENERAL SERVICES AGENCY**  
Government of Guam  
148 Route 1 Marine Drive Corp  
Piti, Guam 96915

Ray Tenorio  
Lt. Governor

Vacant  
Director, Dept. of Administration

George A. Santos  
Deputy Director

Special Provisions

**Restriction against Sex Offenders Employed by service providers to  
Government of Guam from working on Government Property.**

If a contract for services is awarded to the bidder or offeror, then the service provider must warranty that no person in its employment who has been convicted of a sex offense under the provisions of chapter 25 of Title 9 of Guam code Annotated or of an offense defined in Article 2 of chapter 28 of Title 9 of the Guam Code annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry, shall provide services on behalf of the service provider while on government of Guam property, with the exception of public highways. If any employee of a service provider is providing services on government property and is convicted subsequent to an award of a contract, then the service provider warrants that it will notify the Government of the conviction within twenty-four (24) hours of the conviction, and will immediately remove such convicted person from providing services on government property. If the service provider is found to be in violation of any of the provisions of this paragraph, then the government will give notice to the service provider to take corrective action. The service provider shall take corrective action within twenty-four (24) hours of notice from the Government, and the service provider shall notify the Government when action has been taken. If the service providers fail to take corrective steps within twenty-four (24) hours of notice from the Government, then the Government in its sole discretion may suspend temporarily and contract for services until corrective action has been taken.

\_\_\_\_\_  
Signature of Bidder                      Date

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

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011

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

Eddie Baza Calvo

Governor



GENERAL SERVICES AGENCY

(Ahensian Setbision Hinirat)

Government of Guam

148 Route 1 Marine Drive Corp.  
Piti, Guam 96915

Ray Tenorio

Lt. Governor

Vacant  
Director, Dept. of Admin.

George A. Santos  
Deputy Director

**FORM E  
DECLARATION RE COMPLIANCE WITH U.S. D.O.L. WAGE DETERMINATION**

Procurement No: \_\_\_\_\_

Name of Offeror Company: \_\_\_\_\_

\_\_\_\_\_ hereby certifies under penalty of perjury:

(1) That I am \_\_\_\_\_ (the offeror, a partner of the offeror, an officer of the offeror) making the bid or proposal in the foregoing identified procurement;

(2) That I have read and understand the provisions of 5 GCA § 5801 and § 5802 which read:

**§ 5801. Wage Determination Established.**

In such cases where the government of Guam enters into contractual arrangements with a sole proprietorship, a partnership or a corporation ("contractor") for the provision of a service to the government of Guam, and in such cases where the contractor employs a person(s) whose purpose, in whole or in part, is the direct delivery of service contracted by the government of Guam, then the contractor shall pay such employee(s) in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam.

The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by the government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in that contract for applying the Wage Determination, as required by this Article, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply.

**§ 5802. Benefits.**

In addition to the Wage Determination detailed in this Article, any contract to which this Article applies shall also contain provisions mandating health and similar benefits for employees covered by this Article, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.

(3) That the offeror is in full compliance with 5 GCA § 5801 and § 5802, as may be applicable to the procurement referenced herein;

(4) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor. [INSTRUCTIONS – Please attach!]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

1/ps/wc

PL26 III rev. 6-22-88 95-2118-1A1  
WD 05 2148 (REV. 13) was first posted on www.wbl.gov on 06/17/2010

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor  
U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON, D.C. 20210

Shirley I. Ebbesen, Director  
Division of Wage Determinations  
Wage Determination No.: 2005 2148  
Revision No.: 13  
Date of Revision: 06/17/2010

States: Guam, Northern Marianas, Wake Island

Area: Guam Statewide  
Northern Marianas Statewide  
Wake Island Statewide

\*Fringe Benefits Required follow the Occupational Listing\*

OCCUPATION CODE	TITLE	FOOTNOTE	RATE
01000	Administrative Support And Clerical occupations		
01011	Accounting Clerk I		12.50
01012	Accounting Clerk II		13.21
01013	Accounting Clerk III		15.59
01020	Administrative Assistant		17.67
01040	Court Reporter		15.38
01051	Data Entry Operator I		10.48
01052	Data Entry Operator II		11.99
01060	Dispatcher, Motor Vehicle		11.06
01070	Document Preparation Clerk		12.25
01090	Duplicating Machine Operator		12.25
01111	General Clerk I		10.29
01112	General Clerk II		11.28
01113	General Clerk III		12.32
01120	Housing Referral Assistant		12.15
01141	Messenger Courier		10.12
01191	Order Clerk I		11.23
01192	Order Clerk II		12.25
01261	Personnel Assistant (Employment) I		14.33
01262	Personnel Assistant (Employment) II		14.90
01263	Personnel Assistant (Employment) III		16.09
01270	Production Control Clerk		17.68
01300	Receptionist		9.67
01310	Rental Clerk		11.10
01320	Schedule Maintenance		15.00
01330	Secretary I		14.00
01332	Secretary II		15.08
01333	Secretary III		17.13
01370	Service Order Dispatcher		11.57
01410	Supply Technician		17.67
01420	Survey Worker		15.26
01531	Travel Clerk I		11.40
01532	Travel Clerk II		12.35
01533	Travel Clerk III		13.17
01611	Word Processor I		12.25
01612	Word Processor II		13.05
01613	Word Processor III		15.00
05000	Automotive Service Occupations		
05005	Automobile Body Repairer, Fiberglass		11.68
05010	Automotive Electrician		11.80
05040	Automotive Glass Installer		11.86
05070	Automotive Worker		11.36

05110	Mobile Equipment Servicer	7.81
05130	Motor Equipment Metal Mechanic	12.80
05160	Motor Equipment Metal Worker	11.86
05190	Motor Vehicle Mechanic	12.80
05220	Motor Vehicle Mechanic Helper	9.92
05250	Motor Vehicle Upholstery Worker	11.86
05280	Motor Vehicle Wrecker	11.86
05310	Painter, Automotive	12.13
05340	Radiator Repair Specialist	11.86
05370	Tire Repairer	7.81
05400	Transmission Repair Specialist	11.86
07000	Food Preparation And Service Occupations	
07010	Baker	10.17
07041	Cook I	8.67
07042	- Cook II	10.71
07070	- Dishwasher	7.25
07130	- Food Service Worker	7.66
07210	- Meat Cutter	11.86
07260	- Waiter/Waitress	7.59
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	14.30
09040	- Furniture Handler	8.85
09080	- Furniture Refinisher	14.30
09090	- Furniture Refinisher Helper	10.31
09110	- Furniture Repairer, Minor	11.96
09130	Upholsterer	13.99
11000	- General Services And Support Occupations	
11030	Cleaner, Vehicles	7.62
11060	Elevator Operator	8.17
11090	Gardener	9.99
11122	Housekeeping Aide	8.33
11150	Janitor	8.12
11210	Laborer, Grounds Maintenance	8.31
11240	- Maid or Houseman	7.25
11260	Pruner	8.12
11270	Tractor Operator	9.39
11330	Trail Maintenance Worker	8.31
11360	Window Cleaner	8.31
12000	- Health Occupations	
12010	Ambulance Driver	15.81
12011	- Breath Alcohol Technician	15.81
12012	- Certified Occupational Therapist Assistant	21.70
12015	- Certified Physical Therapist Assistant	21.70
12020	Dental Assistant	13.20
12025	Dental Hygienist	29.85
12030	ERG Technician	13.91
12035	Electroneurodiagnostic Technologist	28.96
12040	Emergency Medical Technician	15.81
12071	Licensed Practical Nurse I	13.14
12072	Licensed Practical Nurse II	15.81
12073	Licensed Practical Nurse III	17.63
12100	- Medical Assistant	11.54
12130	- Medical Laboratory Technician	14.14
12160	- Medical Record Clerk	11.82
12190	- Medical Record Technician	13.59
12195	Medical Transcriptionist	14.14
12210	- Nuclear Medicine Technologist	33.75
12221	- Nursing Assistant I	10.03
12222	- Nursing Assistant II	11.30
12223	- Nursing Assistant III	12.31
12224	- Nursing Assistant IV	13.84
12235	Optical Dispenser	15.81
12236	Optical Technician	14.14

1220	Pharmacy Technician	14.41
12280	Phototomist	14.84
12305	Radiologic Technologist	20.58
12311	Registered Nurse I	20.70
12312	Registered Nurse II	25.12
12313	Registered Nurse II, Specialist	25.42
12314	Registered Nurse III	30.64
12315	Registered Nurse III, Anesthetist	30.64
12316	Registered Nurse IV	36.72
12317	Scheduler (Drug and Alcohol Testing)	19.50
13000	Information And Arts Occupations	
13011	Exhibits Specialist I	11.45
13012	Exhibits Specialist II	17.92
13013	Exhibits Specialist III	21.93
13041	Illustrator I	14.45
13042	Illustrator II	17.92
13043	Illustrator III	21.93
13047	Librarian	19.82
13050	Library Aide/Clerk	11.51
13054	Library Information Technology Systems Administrator	17.90
13058	Library Technician	14.95
13061	Media Specialist I	13.09
13062	Media Specialist II	14.63
13063	Media Specialist III	16.32
13071	Photographer I	11.65
13072	Photographer II	13.02
13073	Photographer III	16.14
13074	Photographer IV	19.75
13075	Photographer V	23.91
13110	Video Teleconference Technician	11.74
14000	Information Technology Occupations	
14041	Computer Operator I	13.65
14042	Computer Operator II	15.76
14043	Computer Operator III	17.56
14044	Computer Operator IV	19.50
14045	Computer Operator V	21.81
14071	Computer Programmer I (see 1)	15.73
14072	Computer Programmer II (see 1)	19.50
14073	Computer Programmer III (see 1)	23.84
14074	Computer Programmer IV (see 1)	
14101	Computer Systems Analyst I (see 1)	24.23
14102	Computer Systems Analyst II (see 1)	
14103	Computer Systems Analyst III (see 1)	
14150	Peripheral Equipment Operator	13.65
14160	Personal Computer Support Technician	19.50
15000	Technical Occupation	
15010	Aircraft Training Devices Instructor (Ground)	24.43
15020	Aircraft Training Devices Instructor (Air)	20.32
15030	Air Crew Training Devices Instructor (Pilot)	33.30
15050	Computer Based Training Specialist - Instructor	24.23
15060	Educational Technologist	22.82
15070	Flight Instructor (Pilot)	33.30
15080	Graphic Artist	18.61
15090	Technical Instructor	17.65
15095	Technical Instructor/Course Developer	11.56
15110	Test Printer	13.67
15120	Tutor	13.67
16000	Laundry, Dry Cleaning, Pressing And Related Occupations	
16010	Assembler	7.65
16030	Counter Attendant	7.68
16040	Dry Cleaner	9.17
16070	Finisher, Flatwork, Machine	7.68

16090	Presser, Hand	7.68
16110	Presser, Machine, Drycleaning	7.68
16130	Presser, Machine, Shirts	7.68
16160	Presser, Machine, Wearing Apparel, Laundry	7.68
16190	Sewing Machine Operator	9.68
16220	Tailor	10.15
16250	Washer, Machine	8.17
19000	Machine Tool Operation And Repair Occupations	
19010	- Machine Tool Operator (Tool Room)	14.49
19040	- Tool And Die Maker	18.29
21000	Materials Handling And Packing Occupations	
21020	Forklift Operator	12.74
21030	Material Coordinator	17.68
21040	Material Expediter	17.68
21050	Material Handling Laborer	9.68
21071	Order Filler	9.66
21080	- Production Line Worker (Food Processing)	12.74
21110	Shipping Clerk	13.33
21130	Shipping/Receiving Clerk	13.33
21140	- Store Worker I	17.94
21150	Stock Clerk	12.73
21210	Tools And Parts Attendant	12.23
21410	- Warehouse Specialist	18.81
23000	Mechanics And Maintenance And Repair Occupations	
23010	- Aerospace Structural Welder	18.81
23021	Aircraft Mechanic I	17.91
23022	Aircraft Mechanic II	18.81
23023	Aircraft Mechanic III	19.76
23040	Aircraft Mechanic Helper	12.45
23050	Aircraft Painter	16.82
23060	Aircraft Servicer	14.63
23080	Aircraft Worker	15.80
23110	Appliance Mechanic	14.49
23120	Bicycle Repairer	9.74
23125	Cable Splicer	15.43
23130	Carpenter, Maintenance	14.00
23140	Carpet Layer	13.55
23160	- Electrician, Maintenance	14.99
23181	- Electronics Technician Maintenance I	13.72
23182	- Electronics Technician Maintenance II	15.05
23183	- Electronics Technician Maintenance III	18.31
23260	Fabric Worker	12.60
23290	Fire Alarm System Mechanic	15.43
23310	Fire Extinguisher Repairer	11.67
23311	Fuel Distribution System Mechanic	15.43
23312	Fuel Distribution System Operator	13.01
23370	General Maintenance Worker	11.67
23380	Ground Support Equipment Mechanic	17.91
23381	Ground Support Equipment Operator	14.63
23382	- Ground Support Equipment Worker	15.60
23391	Gunsmith I	11.67
23392	- Gunsmith II	13.55
23393	- Gunsmith III	15.43
23410	- Heating, Ventilation And Air Conditioning Mechanic	15.76
23411	Heating, Ventilation And Air Conditioning Mechanic (Research Facility)	16.45
23440	Heavy Equipment Mechanic	14.88
23440	Heavy Equipment Operator	13.74
23460	Instrument Mechanic	15.43
23465	Laboratory/Shelter Mechanic	14.49
23470	Laborer	9.68
23510	- Locksmith	14.49

23530	Machinery Maintenance Mechanic	17.48
23550	Machinist, Maintenance	15.43
23560	Maintenance Trades Helper	9.92
23591	Metrology Technician I	15.43
23592	Metrology Technician II	16.11
23593	Metrology Technician III	17.37
23640	Millwright	15.43
23710	Office Appliance Repairer	13.90
23760	Painter, Maintenance	13.55
23790	Pipefitter, Maintenance	15.02
23810	Plumber, Maintenance	14.22
23820	Pneumatic Systems Mechanic	15.43
23850	Ripper	15.43
23870	Scale Mechanic	14.55
23890	Sheet Metal Worker, Maintenance	15.21
23910	Small Engine Mechanic	13.55
23911	Telecommunications Mechanic I	19.01
23932	Telecommunications Mechanic II	19.76
23950	Telephone Lineman	18.24
23960	Welder, Combination, Maintenance	14.49
23965	Well Driller	15.43
23970	Woodcraft Worker	15.43
23980	- woodworker	11.67
24000	Personal Needs Occupations	
24570	Child Care Attendant	10.09
24580	Child Care Center Clerk	12.58
24610	- Chore Aide	11.30
24620	Family Readiness And Support Services Coordinator	11.93
24630	Hammaker	16.12
25000	Plant And System Operations Occupations	
25010	Boiler Tender	15.43
25040	Sewage Plant Operator	14.49
25070	Stationary Engineer	15.43
25190	Ventilation Equipment Tender	10.73
25210	Water Treatment Plant Operator	14.49
27000	Protective Service Occupations	
27004	Alarm Monitor	10.90
27007	Baggage Inspector	7.35
27008	Corrections Officer	12.05
27010	Court Security Officer	12.05
27030	Detection Dog Handler	10.90
27040	Detention Officer	12.05
27070	Fire-fighter	12.05
27101	Guard I	7.35
27102	Guard II	10.90
27111	Police Officer I	12.05
27132	Police Officer II	13.40
5000	Recreation Occupations	
28041	Carnival Equipment Operator	9.53
28042	Carnival Equipment Repairer	10.08
28043	Carnival Equipment Worker	7.78
28210	Gate Attendant/Gate Tender	13.18
28310	- Lifeguard	11.01
28350	Park Attendant (Aide)	14.74
28510	Recreation Aide/Health Facility Attendant	10.76
28515	Recreation Specialist	18.26
28630	Sports Official	1174.00
28690	Swimming Pool Operator	12.71
29000	Stevedoring/Longshoremen Occupational Services	
29010	Blocker And Bracer	15.02
29020	Hatch Tender	15.02
29030	Line Handler	15.02



29041	Stevenson I	14.22
29042	Stevenson II	16.95
30000	Technical Occupations	
30010	Air Traffic Control Specialist, Center (HFO) (see 2)	35.15
30011	Air Traffic Control Specialist, Station (HFO) (see 2)	34.24
30012	Air Traffic Control Specialist, Terminal (HFO) (see 2)	26.69
30021	Archaeological Technician I	17.49
30022	Archaeological Technician II	19.56
30023	Archaeological Technician III	21.21
30030	Cartographic Technician	24.18
30040	Civil Engineering Technician	21.93
30061	Drafter/CAD Operator I	17.49
30062	Drafter/CAD Operator II	19.56
30063	Drafter/CAD Operator III	20.74
30064	Drafter/CAD Operator IV	24.21
30081	Engineering Technician I	14.62
30082	Engineering Technician II	16.41
30083	Engineering Technician III	18.36
30084	Engineering Technician IV	27.83
30085	Engineering Technician V	33.65
30086	Engineering Technician VI	21.10
30090	Environmental Technician	20.74
30210	Laboratory Technician	23.34
30240	Mathematical Technician	23.34
30361	Paralegal/Legal Assistant I	19.06
30362	Paralegal/Legal Assistant II	21.53
30363	Paralegal/Legal Assistant III	26.35
30364	Paralegal/Legal Assistant IV	30.80
30390	Photo-Optics Technician	21.93
30461	Technical Writer I	22.17
30462	Technical Writer II	27.10
30463	Technical Writer III	32.79
30491	Unexploded Ordnance (UXO) Technician I	27.34
30492	Unexploded Ordnance (UXO) Technician II	27.03
30493	Unexploded Ordnance (UXO) Technician III	32.40
30494	Unexploded (UXO) Safety Escort	22.31
30495	Unexploded (UXO) Sweep Personnel	22.34
30620	Weather Observer, Combined Upper Air Dr	20.74
	Surface Programs	
30621	Weather Observer, Senior	(see 2)
31000	Transportation/Mobile Equipment Operation Occupations	
31020	Bus Aide	7.75
31030	Bus Driver	9.69
31033	Driver, Courier	9.97
31040	Parking and Lot Attendant	7.75
31090	Shuttle Bus Driver	6.49
31310	Taxi Driver	8.31
31361	Truckdriver, Light	8.97
31362	Truckdriver, Medium	10.56
31363	Truckdriver, Heavy	12.17
31364	Truckdriver, Tractor Trailer	12.17
99000	Miscellaneous Occupations	
99030	Cashier	7.25
99050	Desk Clerk	8.82
99095	Embalmer	22.34
99251	Laboratory Animal Caretaker I	14.26
99252	Laboratory Animal Caretaker II	15.49
99310	Hairstylist	22.34
99410	Pest Controller	12.07
99510	Photofinishing Worker	11.74
99710	Recycling Laborer	10.76
99711	Recycling Specialist	15.27
99730	Refuse Collector	10.24

Occupation	Rate
99810 Sales Clerk	8.95
99820 School Crossing Guard	14.87
99830 Survey Party Chief	19.95
99831 Surveying Aide	11.34
99832 Surveying Technician	14.74
99840 Vending Machine Attendant	18.45
99841 Vending Machine Repairer	21.43
99842 Vending Machine Repairer Helper	18.35

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

**HEALTH & WELFARE:** Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, accident pay, and savings and thrift plan. Minimum employer contributions costing an average of \$3.50 per hour computed on the basis of all hours worked by service employees employed on the contract.

**VACATION:** 2 weeks paid vacation after 1 year of service with a contractor or successor; and 4 weeks after 3 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Req. 29 CFR 1.173)

**HOLIDAYS:** A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved. (See 29 CFR 1.174)

THE OCCUPATIONS WHICH HAVE NUMBERS IN PARENTHESES RECEIVE THE FOLLOWING:

1) **COMPUTER EMPLOYEES:** Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$435 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.100) wage rates may not be listed in this wage determination for all occupations within those job families. In addition, because this wage determination does not list a wage rate for some or all occupations within those job families, it does not mean that the prevailing wage rate for the occupation is less than \$27.63 per hour. Conformance may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

- (1) the application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or

modification of computer systems or programs, including prototypes, based on and related to a contract system design specifications;

(1) the design, documentation, testing, creation or modification of computer programs related to machine operating systems, or

(2) A combination of the aforementioned activities, the performance of which require the same level of skills. (29 U.S.C. 511.100).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 1pm and 5am. If you are a full time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, drying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

UNIFORM ALLOWANCE

If employees are required to wear uniforms in the performance of this contract neither by the terms of the Government contract, by the employer, by the state or local law, or by the cost of furnishing such uniforms and maintaining the laundering or dry cleaning such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination, the Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$1.35 per week (or \$1.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garment, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", 13th Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the web home page at <http://www.dhs.gov/esa/whd/> or through the Wage Determinations on Line (WDL) web site at <http://wdl.dhs.gov/>.

**REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE (Standard Form 1444 (SF 1444))**

conformance process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. [See Section 4.6 (C)(vi)] When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGC) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendation and pertinent information including the position of the contractor and the employee, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor for review and action pursuant to regulation 29 CFR part 7.

4) Within 30 days of receipt, the wage and hour division approves, notifies, or disapproves the action via transmittal to the agency contracting officer. It notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the wage and hour decision to the contractor, or the contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 and paper

when preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that

4176 (11 rev. 6/10) (05-2118) (x)  
determine whether a class is included in an established wage determination  
compliance survey based on artificial, split, machine or abstract  
classification noted in the wage determination

Eddie Baza Calvo

GENERAL SERVICES AGENCY

Ray Tenorio

Governor



(Ahensian Setbision Hinirat)

Lt. Governor

Government of Guam

148 Route 1, Marine Corp Drive  
Piti Guam 96915

Vacant  
Director, Dept. of Administration

George A. Santos  
Deputy Director

FORM OF NON-COLLUSION AFFIDAVIT

AFFIDATE

(Prime Proposer)

STATE OF \_\_\_\_\_ )

) SS.

CITY OF \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn

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

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

\_\_\_\_\_  
Signature of Bidder                      Date

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

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011

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

**AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSION**

CITY OF GUAM \_\_\_\_\_ )  
STATE OF \_\_\_\_\_ ) SS:

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature of one of the following:  
Offeror, if the offeror is an individual;  
Partner, if the offeror is a partnership;  
Officer, if the offeror is a corporation.

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 2011

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

AFFIDAVIT re CONTINGENT FEES

CITY OF GUAM \_\_\_\_\_ )  
STATE OF \_\_\_\_\_ ) SS:

\_\_\_\_\_ [state name of affiant signing below], being first sworn,  
deposes and says that:

1. The name of the offering company or individual is [state name of company]  
\_\_\_\_\_

2. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. This statement is made pursuant to 2 GAR Division 4 § 11108(f).

3. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a contract with the government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. This statement is made pursuant to 2 GAR Division 4 § 11108(f).

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

\_\_\_\_\_  
Signature of one of the following:  
Offeror, if the offeror is an individual;  
Partner, if the offeror is a partnership;  
Officer, if the offeror is a corporation.

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 2011

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



**GOVERNMENT OF GUAM**

GENERAL SERVICES AGENCY  
148 Route 1, Marine Corp. Drive  
Piti, Guam 96915

**BID BOND**  
NO. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS that \_\_\_\_\_, as  
Principal Hereinafter called the Principal, and (Bonding Company), \_\_\_\_\_  
A duly admitted insurer under the laws of the Territory of Guam, as Surety, hereinafter called the Surety are  
Held firmly bound unto the Territory of Guam for the sum of \_\_\_\_\_  
Dollars (\$ \_\_\_\_\_),  
for Payment of which sum will and truly to be made, the said Principal and the said Surety bind ourselves,  
our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 2011

(SEAL)	_____	_____
	(WITNESS)	(PRINCIPAL)
_____		
	(TITLE)	
_____		
(MAJOR OFFICER OF SURETY)		(MAJOR OFFICER OF SURETY)
_____		
(TITLE)		(TITLE)
		_____
		(RESIDENT GENERAL AGENT)

**INSTRUCTION TO PROVIDERS:**

NOTICE to all Insurance and Bonding Institutions:

The Bond requires the signatures of the Vendor, two (2) major Officers of the Surety and Resident General Agent, if the Surety is a foreign or alien surety.

When the form is submitted to General Services Agency, it should be accompanied with copies of The following:

1. Current Certificate of Authority to do business on Guam issued by the Department of Revenue and Taxation.
2. Power of Attorney issued by the Surety to the Resident General Agent.
3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.

Bonds, submitted as Bid Guarantee, without signatures and supporting documents are invalid and Bids will be rejected.

**GOVERNMENT OF GUAM  
GENERAL TERMS AND CONDITIONS**

**SEALED BID SOLICITATION AND AWARD**

**Only those Boxes checked below are applicable to this bid.**

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

- [X] 14. **COMPETENCY OF BIDDERS:** Bids will be considered only from the such bidders who, in the opinion of the Government, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.
- [X] 15. **DETERMINATION OF RESPONSIBILITY OF BIDDERS:** The Chief Procurement Officer reserves the right for securing from bidders information to determine whether or not they are responsible and to inspect plant site, place of business; and supplies and services as necessary to determine their responsibility in accordance with Section 15 of these General Terms and Conditions (GPR Section 3-401).
- [X] 16. **STANDARD FOR DETERMINATION OF LOWEST RESPONSIBLE BIDDER:** In determining the lowest responsible offer, the Chief Procurement Officer shall be guided by the following:
- a) Price of items offered.
  - b) The ability, capacity, and skill of the Bidder to perform.
  - c) Whether the Bidder can perform promptly or within the specified time.
  - d) The quality of performance of the Bidder with regards to awards previously made to him.
  - e) The previous and existing compliance by the Bidder with laws and regulations relative to procurement.
  - f) The sufficiency of the financial resources and ability of the Bidder to perform.
  - g) The ability of the bidder to provide future maintenance and services for the subject of the award.
  - h) The compliance with all of the conditions to the Solicitation.
- [X] 17. **TIE BIDS:** If the bids are for the same unit price or total amount in the whole or in part, the Chief Procurement Officer will determine award based on Section 3.202.15.2, or to reject all such bids (GPR Section 3-202.15.2).
- [X] 18. **BRAND NAMES:** Any reference in the Solicitation to manufacturer's Brand Names and number is due to lack of a satisfactory specification of commodity description. Such preference is intended to be descriptive, but not restrictive and for the sole purpose of indicating prospective bidders a description of the article or services that will be satisfactory. Bids on comparable items will be considered provided the bidder clearly states in his bid the exact articles he is offering and how it differs from the original specification.
- [X] 19. **DESCRIPTIVE LITERATURE:** Descriptive literature(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The literature furnished must clearly identify the item(s) in the Bid. The descriptive literature is required to establish, for the purpose of evaluation and award, details of the product(s) the bidder proposes to furnish including design, materials, components, performance characteristics, methods of manufacture, construction, assembly or other characteristics which are considered appropriate. Rejection of the Bid will be required if the descriptive literature(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the descriptive literature(s) by the time specified in the Solicitation will require rejection of the bid.
- [ ] 20. **SAMPLES:** Sample(s) of item(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The sample(s) should represent exactly what the bidder proposes to furnish and will be used to determine if the item(s) offered complies with the specifications. Rejection of the Bid will be required if the sample(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the sample(s) by the time specified in the Solicitation will require rejection of the Bid.
- [ ] 21. **LABORATORY TEST:** Successful bidder is required to accompany delivery of his goods with a Laboratory Test Report indicating that the product he is furnishing the Government meets with the specifications. This report is on the bidder's account and must be from a certified Testing Association.
- [X] 22. **AWARD, CANCELLATION, & REJECTION:** Award shall be made to the lowest responsible and responsive bidder, whose bid is determined to be the most advantageous to the Government, taking into consideration the evaluation factors set forth in this solicitation. No other factors or criteria shall be used in the evaluation. The right is reserved as the interest of the Government may require to waive any minor irregularity in bid received. The Chief Procurement Officer shall have the authority to award, cancel, or reject bids, in whole or in part for any one or more items if he determines it is in the public interest. Award issued to the lowest responsible bidder within the specified time for acceptance as indicated in the solicitation, results in a bidding contract without further action by either party. In case of a error in the extension of prices, unit price will govern. It is the policy of the Government to award contracts to qualified local bidders. The Government reserves the right to increase or decrease the quantity of the items for award and make additional awards for the same type items and the vendor agrees to such modifications and additional awards based on the bid prices for a period of thirty (30) days after original award. No. award shall be made under this solicitation which shall require
- [ ] 23. **MARKING:** Each outside container shall be marked with the Purchase Order number, item number, brief item description and quantity. Letter marking shall not be less than 3/4" in height.
- [X] 24. **SCHEDULE FOR DELIVERY:** Successful bidder shall notify the General Services Agency, Telephone Nos. 475-1707 or 475-713, at least twenty-four (24) hours before delivery of any item under this solicitation.
- [X] 25. **BILL OF SALE:** Successful supplier shall render Bills of Sale for each item delivered under this contract. Failure to comply with this requirement will result in rejection of delivery. The Bill of Sale must accompany the items delivered but will not be considered as an invoice for payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.
- [ ] 26. **MANUFACTURER'S CERTIFICATE:** Successful bidder is required, upon delivery of any item under this contract, to furnish a certificate from the manufacturer indication that the goods meet the specifications. Failure to comply with this request will result in rejection of delivery payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.
- [X] 27. **INSPECTION:** All supplies, materials, equipment, or services delivered under this contract shall be subject to the inspection and/or test conducted by the Government at destination. If in any case the supplies, materials, equipment, or services are found to be defective in material, workmanship, performance, or otherwise do not conform with the specifications, the Government shall have the right to reject the items or require that they be corrected. The number of days required for correction will be determined by the Government.

28. **MOTOR VEHICLE SAFETY REQUIREMENTS:** The Government will only consider Bids on motor vehicles which comply with the requirements of the National Traffic and Motor Vehicle safety Act of 1966 (Public Law 89-563) and Clean Air Act as amended (Public Law 88-206), that are applicable to Guam. Bidders shall state if the equipment offered comply with these aforementioned Federal Laws.
29. **SAFETY INSPECTION:** All motor vehicles delivered under this contract must pass the Government of Guam Vehicle Inspection before delivery at destination.
30. **GUARANTEE:**  
 a) **Guarantee of Vehicle Type of Equipment:**  
 The successful bidder shall guarantee vehicular type of equipment offered against defective parts, workmanship, and performance, for a period of not less than one (1) year after date of receipt of equipment. Bidder shall also provide service to the equipment for at least one (1) year. Service to be provided shall include, but will not be limited to tune ups (change of spark plugs, contact points and condensers) and lubrication (change of engine and transmission oil). All parts and labor shall be at the expense of the bidder. All parts found defective and not caused by misuse, negligence or accident within the guarantee period shall be repaired, replaced, or adjusted within six (6) working days after notice from the Government and without cost to the Government. Vehicular type of equipment as used in this context shall include equipment used for transportation as differentiated from tractors, backhoes, etc.  
 b) **Guarantee of Other Type of Equipment:**  
 The successful bidder shall guarantee all other types of equipment offered, except those mentioned in 31a, above, against defective parts, workmanship, and performance for a period of not less than three (3) months after date of receipt of equipment. Bidder shall also provide service to the equipment for at least three (3) months. All parts found defective within that period shall be repaired or replaced by the Contractor without cost to the Government. Repairs, adjustments or replacements of defective parts shall be completed by the contractor within six (6) working days after notice from the Government.  
 (c) **Compliance with this Section is a condition of this Bid.**
31. **REPRESENTATION REGARDING ETHICS IN PUBLIC PROCUREMENT:** The bidder or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a Government employee to breach any of the ethical standards and represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth on Chapter 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.
32. **REPRESENTATION REGARDING CONTINGENT FEES:** The contractor represents that it has not retained a person to solicit or secure a Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business (GPR Section 11-207).
33. **EQUAL EMPLOYMENT OPPORTUNITY:** Contractors shall not discriminate against any employee or applicant of employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that employees are treated equally during employment without regards to their race, color, religion, sex, or national origin.
34. **COMPLIANCE WITH LAWS:** Bidders awarded a contract under this Solicitation shall comply with the applicable standard, provisions, and stipulations of all pertinent Federal and/or local laws, rules, and regulations relative to the performance of this contract and the furnishing of goods.
35. **CHANGE ORDER:** Any order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-03.1 of the Guam Procurement Regulations.
36. **STOP WORK ORDER:** Any stop work order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-04.1 of the Guam Procurement Regulations.
37. **TERMINATION FOR CONVENIENCE:** Any termination order for the convenience of the Government issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101.10 of the Government Procurement Regulations.
38. **TIME FOR COMPLETION:** It is hereby understood and mutually agreed by and between the contractor and the Government that the time for delivery to final destination or the timely performance of certain services is an essential condition of this contract. If the contractor refuses or fails to perform any of the provisions of this contract within the time specified in the Purchase Order (from the date Purchase Order is acknowledged by vendor), then the contractor is in default. Defaults will be treated subject to and in accordance with the provisions of Section 6-101-08 of the Guam Procurement Regulations.
39. **JUSTIFICATION OF DELAY:** Bidders who are awarded contracts under this Solicitation, guarantee that the goods will be delivered to their destination or required services rendered within the time specified. If the bidder is not able to meet the specified delivery date, he is required to notify the Chief Procurement Officer of such delay. Notification shall be in writing and shall be received by the Chief Procurement Officer at least twenty-four (24) hours before the specified delivery date. Notification of delay shall include an explanation of the causes and reasons for the delay including statement(s) from supplier or shipping company causing the delay. The Government reserves the right to reject delay justification if, in the opinion of the Chief Procurement Officer, such justification is not adequate.

[X] 40. **LIQUIDATED DAMAGES:** When the contractor is given notice of delay or nonperformance as specified in Paragraph 1 (Default) of the Termination for Default Clause of this contract and fails to cure in the time specified, the contractor shall be liable for damages for delay in the amount of one-fourth of one percent (1%) of outstanding order per calendar day from date set for cure until either the territory reasonable obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contractor's delay or nonperformance is excused under Paragraph 40 (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this contract, liquidated damages shall not be due the territory. The contractor remains liable for damages caused other than by delay (GPR Section 6-101-09.1).

[X] 41. **PHYSICAL LIABILITY:** If it becomes necessary for the Vendor, either as principal, agent or employee, to enter upon the premises or property of the Government of Guam in order to construct, erect, inspect, make delivery or remove property hereunder, the Vendor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of any accidents, injuries or damages to any person or property during the progress of the work herein covered, and to be responsible for, and to indemnify and save harmless the Government of Guam from the payment of all sums of money by reason of all or any such accidents, injuries or damages that may occur upon or about such work, and fines, penalties and loss incurred for or by reasons of the violations of any territorial ordinance, regulations, or the laws of Guam or the United States, while the work is in progress. Contractor will carry insurance to indemnify the Government of Guam against any claim for loss, damage or injury to property or persons arising out of the performance of the Contractor or his employees and agents of the services covered by the contract and the use, misuse or failure of any equipment used by the contractor or his employees or agents, and shall provide certificates of such insurance to the Government of Guam when required.

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

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

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

\_\_\_\_\_

\_\_\_\_\_

GOVERNMENT OF GUAM

SEALED BID SOLICITATION INSTRUCTIONS

1. **BID FORMS:** Each bidder shall be provided with two (2) sets of Solicitation forms. Additional copies may be provided upon request. Bidders requesting additional copies of said forms will be charged per page in accordance with Section 6114 of the Government Code of Guam. All payments for this purpose shall be by cash, certified check or money order and shall be made payable to the General Services Agency (EO 86-24).
2. **PREPARATIONS OF BIDS:**
  - a) Bidders are required to examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at bidder's risk.
  - b) Each bidder shall furnish the information required by the Solicitation. The bidder shall sign the solicitation and print or type his name on the Schedule. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent are to be accompanied by evidence of this authority unless such evidence has been previously furnished to the issuing office.
  - c) Unit price for each unit offered shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the amount column of the Schedule for each item offered. In case of discrepancies between a unit price and extended price, the unit price will be presumed to be correct.
  - d) Bids for supplies or services other than those specified will not be considered.  
Time, if stated as a number of days, means calendar days and will include Saturdays, Sundays, and holidays beginning the day after the issuance of a Notice to Proceed. Time stated ending on a Saturday, Sunday or Government of Guam legal holiday will end at the close of the next business day.
3. **EXPLANATION TO BIDDERS:** Any explanation desired by a bidder regarding the meaning or interpretation of the Solicitation, drawings, specifications, etc., must be submitted in writing and with sufficient time allowed for a written reply to reach all bidders before the submission of their bids. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective bidder concerning a Solicitation will be furnished to all prospective bidders in writing as an amendment to the Solicitation if such information would be prejudicial to uninformed bidders.
4. **ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS:** Receipt of an amendment to a Solicitation by a bidder must be acknowledged by signing an acknowledgement of receipt of the amendment. Such acknowledgement must be received prior to the hour and date specified for receipt of bids.
5. **SUBMISSION OF BIDS:**
  - a) Bids and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the Solicitation. The bidder shall show the hour and date specified in the Solicitation for receipt, the Solicitation number, and the name and address of the bidder on the face of the envelope.
  - b) Telegraphic bids will not be considered unless authorized by the Solicitation. However, bids may be modified or withdrawn by written or telegraphic notice, provided such notice is received prior to the hour and date specified for receipt (see paragraph 6 of these instructions).
  - c) Samples of items, when required, must be submitted within the time specified, unless otherwise specified by the Government, at no expense to the Government. If not destroyed by testing, samples will be returned at bidder's request and expense, unless otherwise specified by the Solicitation.
  - d) Samples or descriptive literature should not be submitted unless it is required on this solicitation. Regardless of any attempt by a bidder to condition the bid, unsolicited samples or descriptive literature will not be examined or tested at the bidder's risk, and will not be deemed to vary any of the provisions of this Solicitation.
6. **FAILURE TO SUBMIT BID:** If no bid is to be submitted, do not return the solicitation unless otherwise specified. A letter or postcard shall be sent to the issuing office advising whether future Solicitations for the type of supplies or services covered by this Solicitation are desired.
7. **LATE BID, LATE WITHDRAWALS, AND LATE MODIFICATIONS:**
  - a) **Definition:** Any bid received after the time and date set for receipt of bids is late. Any withdrawal or modification of a bid received after the time and date set for opening of bids at the place designated for opening is late (Guam Procurement Regulations Section 3-202)
  - b) **Treatment:** No late bid, late modification, or late withdrawal will be considered unless received before contract award, and the bid, modification, or withdrawal would have been timely but for the action or inaction of territorial personnel directly serving the procurement activity.
8. **DISCOUNTS:**
  - a) Notwithstanding the fact that prompt payment discounts may be offered, such offer will not be considered in evaluating bids for award unless otherwise specified in the Solicitation. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of bids.
  - b) In connection with any discount offered, time will be computed from date of delivery and acceptance of the supplies to the destination as indicated in the purchase order or contract. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Government check.
9. **GOVERNMENT FURNISHED PROPERTY:** No material, labor or facilities will be furnished by the Government unless otherwise provided for in the Solicitation.

10. SELLER' INVOICES: Invoices shall be prepared and submitted in quadruplicate (one copy shall be marked "original") unless otherwise specified. Invoices shall be "certified true and correct" and shall contain the following information: Contract and order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices, and extended total. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading.

11. RECEIPT, OPENING AND RECORDING OF BIDS: Bids and modifications shall be publicly opened in the presence of one or more witnesses, at the time, date, and place designated in the Invitation for Bids. The name of each bidder, the bid price, and such other information as is deemed appropriate by the Procurement Officer, shall be read aloud and recorded, or otherwise made available. The names and addresses of required witnesses shall be recorded at the opening. The opened bids shall be available for public inspection except to the extent the bidder designates trade secrets or other proprietary data to be confidential as set forth in accordance with Section 12, below. Material so designated shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. Prices, makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary (Guam Procurement Regulations Section 3-202.12.2).

12. CONFIDENTIAL DATA: The Procurement Officer shall examine the bids to determine the validity of any requests for non