



ACCOUNTABILITY * IMPARTIALITY * COMPETENCE * OPENNESS * VALUE

INVITATION FOR BID No.: IFB/PAG-007-25

DESCRIPTION:

10'x10' POP-UP CANOPY WITH LOGO BID

SPECIAL REMINDER TO BIDDERS FORM

Bidders are reminded to read the Sealed Bid Solicitation and Instructions, General Terms and Conditions, Selected Terms and Conditions, any Special Terms and Conditions, and the Scope of Work/Specifications attached to the IFB to ascertain that all of the following requirements checked below are submitted with the bid. One (1) original, two (2) copies, and one (1) CD or USB containing electronic file copy (in PDF format) of the complete bid submission shall be submitted in a sealed package or envelope before the date and time for bid opening, and shall contain the following, as checked below:

- ☒ **BID GUARANTEE (15% of total bid amount), unless Bidder is exempted by U.S. law, in the form of:**
- a. Cashier's Check or Certified Check
 - b. Irrevocable Letter of Credit
 - c. Surety Bond – Generally valid if accompanied by:
 - 1. Current Certificate of Authority issued by an Insurance Commissioner who is a member of the National Association of Insurance Commissioners;
 - 2. Power of Attorney issued by the Surety to the Registered Agent;
 - 3. Power of Attorney issued by two (2) major officers of the Surety to an Agent;
 - 4. For foreign or alien sureties, identification and proof of a banking institution in Guam that will redeem the surety bond;
- ☒ **AFFIDAVIT DISCLOSING OWNERSHIP, INFLUENCE, COMMISSIONS, AND CONFLICTS OF INTEREST;**
- ☒ **AFFIDAVIT re: NON-COLLUSION;**
- ☒ **AFFIDAVIT re: NO GRATUITIES, KICKBACKS, OR FAVORS;**
- ☒ **AFFIDAVIT re: ETHICAL STANDARDS;**
- ☒ **AFFIDAVIT re: COMPLIANCE WITH U.S. D.O.L. WAGE DETERMINATION;**
- ☒ **U.S. D.O.L. WAGE DETERMINATION;**
- ☒ **AFFIDAVIT re: CONTINGENT FEES;**
- ☒ **REPRESENTATION AND ACKNOWLEDGMENT THAT SEX OFFENDERS EMPLOYED BY CONTRACTORS OF THE GOVERNMENT OF GUAM ARE PROHIBITED FROM WORKING ON GOVERNMENT PROPERTY;**
- ☒ **CONFLICT OF INTEREST FORM;**
- ☐ **SAMPLES, only if required, and available in the ordinary course of business; and**
- ☒ **BROCHURES/DESCRIPTIVE LITERATURE, only if required, and available in the ordinary course of business.**

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

On this _____ (date), I, _____, authorized representative of _____
(Bidder), submit this Special Reminder to Bidders Form with the bid for the above-referenced IFB.

Bidder's Authorized Representative's Signature

INVITATION FOR BID

Roni Gracia

RORY J. RESPICIO
General Manager

ISSUING OFFICE:

PORT AUTHORITY OF GUAM
Government of Guam
1026 Cabras Highway, Ste. 201,
Piti, Guam 96915

DATE ISSUED: JULY 15, 2025

INVITATION FOR BID No.: IFB/PAG-007-25

BID FOR: 10'x10' POP-UP CANOPY WITH LOGO BID

SPECIFICATIONS: SEE ATTACHED

DESTINATION: PORT AUTHORITY OF GUAM

REQUIRED DELIVERY DATE: 45-60 Days Upon Receipt of Purchase Order. Delivery schedule time and quantity will be coordinated between the successful bidder and the requesting department

INSTRUCTION TO BIDDERS:

INDICATE WHETHER: INDIVIDUAL PARTNERSHIP _____ CORPORATION

INCORPORATED IN: _____

THIS BID SHALL BE SUBMITTED in duplicate with one (1) electronic copy and sealed to the issuing office above before or until **MONDAY, JULY 28, 2025 AT 10:00 A.M., Chamorro Standard Time (Guam Time)** and shall be publicly opened. Any 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 remains firm and irrevocable within 90 calendar days from the date opening to supply any or all the items which prices are quoted.

NAME AND ADDRESS OF BIDDER:

**SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS BID:**

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

ITEM NO(S). AWARDED: _____

NAME AND ADDRESS OF CONTRACTOR:

CONTRACTING OFFICER:

RORY J. RESPICIO
General Manager

**SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS CONTRACT:**

Name: _____

Title: _____ Date: _____

**DECLARATION DISCLOSING OWNERSHIP, INFLUENCE, COMMISSIONS
AND CONFLICTS OF INTEREST**

(Required by 5 GCA § 5233 as amended by P.L. 36-13 (4/9/2021))

Preface. As a condition of submitting a Bid/Offer/Proposal or responding to any method of source selection under Guam’s Procurement Law for the purpose of entering into a contract with the government of Guam, this declaration requires all Bidders/Offerors/Prospective Contractors to make disclosures of ownership, influence, commissions, gratuities, kickbacks, and conflicts of interest occurring **during the 365 calendar days preceding the publication of this solicitation and until award of a contract**. This includes the duty to disclose **any changes** to the facts disclosed herein throughout the solicitation process; and if the entity submitting this Affidavit is awarded a contract, the duty to disclose **any changes** to the facts disclosed herein **continues throughout the life of the contract, including any extensions or renewals**.

A. I, the undersigned, hereby declare that I am an authorized representative of the Bidder/Offeror/Prospective Contractor and that (please check and fill out all that apply):

[] The Bidder/Offeror/Prospective Contractor is an individual with a business license, and all decisions are by, and all profit is for, that same individual, with principal place of business street address being:

_____.

[] The Bidder/Offeror/Prospective Contractor is a business or artificial person (as defined in 1 GCA § 715 or 5 GCA §§ 5030(n) or 5233(b)), and is a sole proprietorship owned entirely (100%) by _____, with principal place of business street address being:

_____.

[] The Bidder/Offeror/Prospective Contractor is a business or artificial person (as defined in 1 GCA § 715 or 5 GCA §§ 5030(n) or 5233(b)), and is owned by the following multiple individuals. Note: owners of more than 10% are statutorily required to be listed below, but other owners of smaller percentage are encouraged to be listed as well.

NAME OF OWNER	PRINCIPAL PLACE OF BUSINESS STREET ADDRESS	% OF INTEREST
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

[] One or more of the more-than-10% owners listed above is a business or artificial person. Any more-than-25% owners of such a business or artificial person are listed below per 5 GCA § 5233. Note: any less-than-25% owners of such a business or artificial person is encouraged to also be listed below.

Name of >10% Owner Business or Artificial Person:

Names of owners of the >10% Owner Business or Artificial Person ("Second Tier Owner")	Owner's Principal Place of Business Street Address	% of Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Name of other >10% Owner Business or Artificial Person:

Names of owners of the >10% Owner Business or Artificial Person ("Second Tier Owner")	Owner's Principal Place of Business Street Address	% of Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

B. If any Second Tier Owner identified above is an artificial person, the natural or artificial owners of such Second Tier Owner who have held more than 49% of the shares or interest in the Bidder/Offeror/Prospective Contractor (Third Tier Owners) are as follows [if none, please so state]:

Second Tier Owner Name _____.

Name of Third Tier Owner	Principal Place of Business Street Address	% of Interest

C. If the name of no natural person has been identified as an owner, or a Second or Third Tier Owner of the Bidder/Offeror/Prospective Contractor, please identify the name, position, address, and contact information of the natural person having the authority and responsibility for the Bid/Offer/Proposal/Prospective Contract, and the name of any natural person who has the authority and power to remove and replace the designated responsible person:

Name of Natural Person	Position	Street Address of Principal Place of Business	Phone Number, Email Address, and other Contact Information

D. Further, I say that the persons who have received or are entitled to receive a commission, gratuity, contingent fee or other compensation to solicit, secure, or assist in obtaining business related to the Bid/Offer/Proposal/Prospective Contract for which this Affidavit is submitted are as follows (if none, please so state):

Name	Principal Place of Business Street Address	Amount of Compensation

E. Further, I say that the persons who have directly or indirectly participated in this solicitation and who are also employees of the government of Guam or the government of the United States, if federal funds are to be used in the payment of the contract related to the Bid/Offer/Proposal/Prospective Contract for which this Affidavit is submitted, are as follows (if none, please so state):

Name	Principal Place of Business Street Address

F. Regardless of any ownership interest, the following individuals have the power to control the performance of the contract or to control the Bidder/Offeror/Prospective Contractor, directly or indirectly:

Name	Principal Place of Business Street Address

G. Until award of the contract, and throughout the term of any contract awarded to the Bidder/Offeror/Prospective Contractor represented herein, I agree to promptly make any disclosures not made previously and update changes in ownership, identities of owners and other required information, interests, compensation or conflicts of the persons required to be disclosed. I understand that failure to comply with this requirement shall constitute a material breach of contract.

H. I hereby declare under penalty of perjury under the laws of Guam that the foregoing is true and correct.

Executed on: _____
 (DATE)

SIGNATURE OF ONE OF THE FOLLOWING:
 Bidder/Offeror/Prospective Contractor, if a licensed individual
 Owner of sole proprietorship Bidder/Offeror/Prospective Contractor
 Partner, if the Bidder/Offeror/Prospective Contractor is a partnership
 Officer, if the Bidder/Offeror/Prospective Contractor is a corporation

AFFIDAVIT re NON-COLLUSION

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

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

2. The proposal for the solicitation identified above is genuine and not collusive or a sham. The offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any other offeror or person, to put in a sham proposal or to refrain from making an offer. The offeror has not in any manner, directly or indirectly, sought by an agreement or collusion, or communication or conference, with any person to fix the proposal price of offeror or of any other offeror, or to fix any overhead, profit or cost element of said proposal price, or of that of any other offeror, or to secure any advantage against the government of Guam or any other offeror, or to secure any advantage against the government of Guam or any person interested in the proposed contract. All statements in this affidavit and in the proposal are true to the best of the knowledge of the undersigned. This statement is made pursuant to 2 GAR Division 4 § 3126(b).

3. I make this statement 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 _____, 202__.

NOTARY PUBLIC
My commission expires _____.

AFFIDAVIT re NO GRATUITIES or KICKBACKS

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

1. The name of the offering firm or individual is [state name of offeror company]
_____. Affiant is _____ [state one of the following:
the offeror, a partner of the offeror, an officer of the offeror] making the foregoing identified bid or proposal.
2. To the best of affiant’s knowledge, neither affiant, nor any of the offerors officers, representatives, agents, subcontractors, or employees have violated, are violating the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 § 11107(e). Further, affiant promises, on behalf of offeror, not to violate the prohibition against gratuities and kickbacks as set forth in 2 GAR Division 4 § 11107(e).
3. To the best of affiant’s knowledge, neither affiant, nor any of the Offerors officers, representatives, agents, subcontractors, or employees have offered, given or agreed to give, any government of Guam employee or former government employee, any payment, gift, kickback, gratuity or offer of employment in connection with the Offerors proposal.
4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the Offerors 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 _____, 202__.

NOTARY PUBLIC
My commission expires _____.

AFFIDAVIT RE ETHICAL STANDARDS

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

The affiant is _____ [state one of the following: the offeror, a partner of the offeror, an officer of the offeror] making the foregoing identified bid or proposal. To the best of affiant's knowledge, neither affiant nor any officers, representatives, agents, subcontractors or employees of offeror have knowingly influenced any government of Guam employee to breach any of the ethical standards set forth in 5 GCA Chapter 5, Article 11. Further, affiant promises that neither he or she, nor any officer, representative, agent, subcontractor, or employee of offeror will knowingly influence any government of Guam employee to breach any ethical standards set forth in 5 GCA Chapter 5, Article 11. These statements are made pursuant to 2 GAR Division 4 § 11103(b).

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 _____, 202__.

NOTARY PUBLIC
My commission expires _____, _____.

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

PROCUREMENT NO: IFB-PAG-007-25 10'x10' POP-UP CANOPY WITH LOGO

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

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026.

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

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	OCCUPATION CODE – TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations			09130 - Upholsterer		19.70
01011 - Accounting Clerk I		14.27***	11000 - General Services And Support Occupations		
01012 - Accounting Clerk II		16.02***	11030 - Cleaner, Vehicles		10.12***
01013 - Accounting Clerk III		17.93	11060 - Elevator Operator		10.38***
01020 - Administrative Assistant		21.97	11090 - Gardener		15.28***
01035 - Court Reporter		17.40***	11122 - Housekeeping Aide		10.38***
01041 - Customer Service Representative I		12.78***	11150 - Janitor		10.38***
01042 - Customer Service Representative II		14.23***	11210 - Laborer, Grounds Maintenance		11.55***
01043 - Customer Service Representative III		15.65***	11240 - Maid or Houseman		10.24***
01051 - Data Entry Operator I		12.16***	11260 - Pruner		10.34***
01052 - Data Entry Operator II		13.27***	11270 - Tractor Operator		13.99***
01060 - Dispatcher, Motor Vehicle		17.39***	11330 - Trail Maintenance Worker		11.55***
01070 - Document Preparation Clerk		13.85***	11360 - Window Cleaner		11.60***
01090 - Duplicating Machine Operator		13.85***	12000 - Health Occupations		
01111 - General Clerk I		11.33***	12010 - Ambulance Driver		20.86
01112 - General Clerk II		12.36***	12011 - Breath Alcohol Technician		20.86
01113 - General Clerk III		13.88***	12012-CertifiedOccupationalTherapistAssistant		28.62
01120 - Housing Referral Assistant		19.39	12015 - Certified Physical Therapist Assistant		28.62
01141 - Messenger Courier		11.37***	12020 - Dental Assistant		18.79
01191 - Order Clerk I		12.57***	12025 - Dental Hygienist		39.73
01192 - Order Clerk II		13.71***	12030 - EKG Technician		31.60
01261 - Personnel Assistant (Employment) I		15.95***	12035 - Electroneurodiagnostic Technologist		31.60
01262 - Personnel Assistant (Employment) II		17.85	12040 - Emergency Medical Technician		20.86
01263 - Personnel Assistant (Employment) III		19.89	12071 - Licensed Practical Nurse I		18.65
01270 - Production Control Clerk		22.97	12072 - Licensed Practical Nurse II		20.86
01290 - Rental Clerk		11.10***	12073 - Licensed Practical Nurse III		23.25
01300 - Scheduler, Maintenance		15.55***	12100 - Medical Assistant		14.50***
01311 - Secretary I		15.55***	12130 - Medical Laboratory Technician		18.93
01312 - Secretary II		17.40***	12160 - Medical Record Clerk		14.97***
01313 - Secretary III		19.39	12190 - Medical Record Technician		17.77
01320 - Service Order Dispatcher		15.40***	12195 - Medical Transcriptionist		18.65
01410 - Supply Technician		21.97	12210 - Nuclear Medicine Technologist		45.85
01420 - Survey Worker		16.99***	12221 - Nursing Assistant I		12.43***
01460 - Switchboard Operator/Receptionist		10.78***	12222 - Nursing Assistant II		13.99***
01531 - Travel Clerk I		13.65***	12223 - Nursing Assistant III		15.26***
01532 - Travel Clerk II		15.32***	12224 - Nursing Assistant IV		17.12***
01533 - Travel Clerk III		16.60***	12235 - Optical Dispenser		20.86
01611 - Word Processor I		14.53***	12236 - Optical Technician		18.65
01612 - Word Processor II		16.31***	12250 - Pharmacy Technician		15.49***
01613 - Word Processor III		18.26	12280 - Phlebotomist		18.65
05000 - Automotive Service Occupations			12305 - Radiologic Technologist		31.60
05005 - Automobile Body Repairer, Fiberglass		17.40***	12311 - Registered Nurse I		25.85
05010 - Automotive Electrician		16.34***	12312 - Registered Nurse II		31.60
05040 - Automotive Glass Installer		15.28***	12313 - Registered Nurse II, Specialist		31.60
05070 - Automotive Worker		15.28***	12314 - Registered Nurse III		38.24
05110 - Mobile Equipment Servicer		13.11***	12315 - Registered Nurse III, Anesthetist		38.24
05130 - Motor Equipment Metal Mechanic		17.40***	12316 - Registered Nurse IV		45.85
05160 - Motor Equipment Metal Worker		15.28***	12317 - Scheduler (Drug and Alcohol Testing)		25.85
05190 - Motor Vehicle Mechanic		17.40***	12320-SubstanceAbuseTreatmentCounselor		25.85
05220 - Motor Vehicle Mechanic Helper		12.00***	13000 - Information And Arts Occupations		
05250 - Motor Vehicle Upholstery Worker		14.22***	13011 - Exhibits Specialist I		21.42
05280 - Motor Vehicle Wrecker		15.28***	13012 - Exhibits Specialist II		26.53
05310 - Painter, Automotive		16.34***	13013 - Exhibits Specialist III		32.45
05340 - Radiator Repair Specialist		15.28***	13041 - Illustrator I		21.42
05370 - Tire Repairer		12.67***	13042 - Illustrator II		26.53
05400 - Transmission Repair Specialist		17.40***	13043 - Illustrator III		32.45
07000 - Food Preparation And Service Occupations			13047 - Librarian		29.38
07010 - Baker		12.21***	13050 - Library Aide/Clerk		17.05***
07041 - Cook I		15.29***	13054-LibraryInformationTechnologySystems Administrator		26.53
07042 - Cook II		17.82	13058 - Library Technician		18.11
07070 - Dishwasher		10.00***	13061 - Media Specialist I		19.15
07130 - Food Service Worker		10.18***	13062 - Media Specialist II		21.42
07210 - Meat Cutter		13.34***	13063 - Media Specialist III		23.87
07260 - Waiter/Waitress		9.89***	13071 - Photographer I		19.15
09000 - Furniture Maintenance And Repair Occupations			13072 - Photographer II		21.42
09010 - Electrostatic Spray Painter		19.70	13073 - Photographer III		26.53
09040 - Furniture Handler		11.94***	13074 - Photographer IV		32.45
09080 - Furniture Refinisher		19.70	13075 - Photographer V		39.27
09090 - Furniture Refinisher Helper		14.47***	13090 - Technical Order Library Clerk		21.42
09110 - Furniture Repairer, Minor		17.15***	13110 - Video Teleconference Technician		19.15

OCCUPATION CODE – TITLE	FOOTNOTE	RATE	OCCUPATION CODE – TITLE	FOOTNOTE	RATE
14000 - Information Technology Occupations			23382 - Ground Support Equipment Worker		21.03
14041 - Computer Operator I		15.71***	23391 - Gunsmith I		15.81***
14042 - Computer Operator II		17.22***	23392 - Gunsmith II		18.43
14043 - Computer Operator III		19.19	23393 - Gunsmith III		20.98
14044 - Computer Operator IV		21.33	23410 - Heating, Ventilation And Air-Conditioning Mechanic		20.22
14045 - Computer Operator V		23.62	23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)		21.51
14071 - Computer Programmer I	(see 1)	15.73***	23430 - Heavy Equipment Mechanic		20.41
14072 - Computer Programmer II	(see 1)	19.50	23440 - Heavy Equipment Operator		18.33
14073 - Computer Programmer III	(see 1)	23.84	23460 - Instrument Mechanic		20.98
14074 - Computer Programmer IV	(see 1)		23465 - Laboratory/Shelter Mechanic		19.70
14101 - Computer Systems Analyst I	(see 1)	24.23	23470 - Laborer		13.83***
14102 - Computer Systems Analyst II	(see 1)		23510 - Locksmith		19.70
14103 - Computer Systems Analyst III	(see 1)		23530 - Machinery Maintenance Mechanic		25.08
14150 - Peripheral Equipment Operator		15.71***	23550 - Machinist, Maintenance		20.98
14160 - Personal Computer Support Technician		21.33	23580 - Maintenance Trades Helper		11.77***
14170 - System Support Specialist		21.24	23591 - Metrology Technician I		20.98
15000 - Instructional Occupations			23592 - Metrology Technician II		22.31
15010-AircrewTrainingDevicesInstructor(Non-Rated)		24.23	23593 - Metrology Technician III		23.62
15020-AircrewTraining Devices Instructor (Rated)		29.32	23640 – Millwright		20.98
15030-AirCrew Training Devices Instructor (Pilot)		34.91	23710 - Office Appliance Repairer		19.46
15050-ComputerBasedTrainingSpecialist/Instructor		24.23	23760 - Painter, Maintenance		18.74
15060 - Educational Technologist		31.17	23790 - Pipefitter, Maintenance		19.96
15070 - Flight Instructor (Pilot)		34.91	23810 - Plumber, Maintenance		18.75
15080 - Graphic Artist		20.47	23820 - Pneudraulic Systems Mechanic		20.98
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		34.91	23850 – Rigger		20.98
15086 - Maintenance Test Pilot, Rotary Wing		34.91	23870 - Scale Mechanic		18.43
15088 - Non-Maintenance Test/Co-Pilot		34.91	23890 - Sheet-Metal Worker, Maintenance		20.80
15090 - Technical Instructor		17.67***	23910 - Small Engine Mechanic		18.43
15095 - Technical Instructor/Course Developer		23.78	23931 - Telecommunications Mechanic I		20.98
15110 - Test Proctor		15.70***	23932 - Telecommunications Mechanic II		22.31
15120 - Tutor		15.70***	23950 - Telephone Lineman		22.68
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations			23960 - Welder, Combination, Maintenance		19.96
16010 - Assembler		11.38***	23965 - Well Driller		21.13
16030 - Counter Attendant		11.38***	23970 - Woodcraft Worker		20.98
16040 - Dry Cleaner		12.98***	23980 - Woodworker		15.81***
16070 - Finisher, Flatwork, Machine		11.38***	24000 - Personal Needs Occupations		
16090 - Presser, Hand		11.38***	24550 - Case Manager		16.09***
16110 - Presser, Machine, Drycleaning		11.38***	24570 - Child Care Attendant		10.22***
16130 - Presser, Machine, Shirts		11.38***	24580 - Child Care Center Clerk		13.25***
16160-Presser,Machine,WearingApparel,Laundry		11.38***	24610 - Chore Aide		14.06***
16190 - Sewing Machine Operator		13.53***	24620 - Family Readiness And Support Services Coordinator		16.09***
16220 - Tailor		14.07***	24630 - Homemaker		16.12***
16250 - Washer, Machine		11.91***	25000 - Plant And System Operations Occupations		
19000 - Machine Tool Operation And Repair Occupations			25010 - Boiler Tender		22.79
19010 - Machine-Tool Operator (Tool Room)		19.70	25040 - Sewage Plant Operator		22.89
19040 - Tool And Die Maker		24.77	25070 - Stationary Engineer		22.79
21000 - Materials Handling And Packing Occupations			25190 - Ventilation Equipment Tender		15.72***
21020 - Forklift Operator		15.36***	25210 - Water Treatment Plant Operator		22.89
21030 - Material Coordinator		22.97	27000 - Protective Service Occupations		
21040 - Material Expediter		22.97	27004 - Alarm Monitor		11.21***
21050 - Material Handling Laborer		13.83***	27007 - Baggage Inspector		10.02***
21071 - Order Filler		10.62***	27008 - Corrections Officer		14.59***
21080-ProductionLineWorker(Food Processing)		15.36***	27010 - Court Security Officer		14.59***
21110 - Shipping Packer		17.12***	27030 - Detection Dog Handler		11.21***
21130 - Shipping/Receiving Clerk		17.12***	27040 - Detention Officer		14.59***
21140 - Store Worker I		16.59***	27070 - Firefighter		14.59***
21150 - Stock Clerk		23.33	27101 - Guard I		10.02***
21210 - Tools And Parts Attendant		15.36***	27102 - Guard II		11.21***
21410 - Warehouse Specialist		15.36***	27131 - Police Officer I		14.59***
23000 - Mechanics And Maintenance And Repair Occupations			27132 - Police Officer II		16.21***
23010 - Aerospace Structural Welder		25.04	28000 - Recreation Occupations		
23019 - Aircraft Logs and Records Technician		19.47	28041 - Carnival Equipment Operator		13.44***
23021 - Aircraft Mechanic I		23.84	28042 - Carnival Equipment Repairer		14.68***
23022 - Aircraft Mechanic II		25.04	28043 - Carnival Worker		9.93***
23023 - Aircraft Mechanic III		26.30	28210 - Gate Attendant/Gate Tender		13.18***
23040 - Aircraft Mechanic Helper		16.58***	28310 – Lifeguard		11.60***
23050 - Aircraft, Painter		22.39	28350 - Park Attendant (Aide)		14.74***
23060 - Aircraft Servicer		19.47	28510 - Recreation Aide/Health Facility Attendant		11.84***
23070-AircraftSurvivalFlightEquipment Technician		22.39	28515 - Recreation Specialist		18.26
23080 - Aircraft Worker		21.03	28630 - Sports Official		11.74***
23091-AircrewLifeSupportEquipment(ALSE)Mechanic I		21.03	28690 - Swimming Pool Operator		17.71***
23092-AircrewLifeSupportEquipment(ALSE)MechanicII		23.84	29000 - Stevedoring/Longshoremen Occupational Services		
23110 - Appliance Mechanic		19.70	29010 - Blocker And Bracer		26.02
23120 - Bicycle Repairer		15.81***	29020 - Hatch Tender		26.02
23125 - Cable Splicer		24.19	29030 - Line Handler		26.02
23130 - Carpenter, Maintenance		17.58***	29041 - Stevedore I		24.21
23140 - Carpet Layer		18.43	29042 - Stevedore II		27.82
23160 - Electrician, Maintenance		20.04	30000 - Technical Occupations		
23181 - Electronics Technician Maintenance I		18.43	30010 - AirTrafficControlSpecialist, Center (HFO) (see 2)		45.21
23182 - Electronics Technician Maintenance II		19.70	30011 -AirTrafficControlSpecialist, Station (HFO) (see 2)		31.17
23183 - Electronics Technician Maintenance III		20.98	30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)		34.34
23260 - Fabric Worker		17.15***	30021 - Archeological Technician I		18.41
23290 - Fire Alarm System Mechanic		16.77***	30022 - Archeological Technician II		20.59
23310 - Fire Extinguisher Repairer		15.81***	30023 - Archeological Technician III		25.51
23311 - Fuel Distribution System Mechanic		20.98	30030 - Cartographic Technician		25.51
23312 - Fuel Distribution System Operator		15.81***	30040 - Civil Engineering Technician		25.51
23370 - General Maintenance Worker		13.77***			
23380 - Ground Support Equipment Mechanic		23.84			
23381 - Ground Support Equipment Servicer		19.47			

OCCUPATION CODE – TITLE	FOOTNOTE	RATE	OCCUPATION CODE – TITLE	FOOTNOTE	RATE
30051 - Cryogenic Technician I		28.25	30621 - Weather Observer, Senior (see 2)		25.51
30052 - Cryogenic Technician II		31.21	31000 - Transportation/Mobile Equipment Operation Occupations		
30061 - Drafter/CAD Operator I		18.41	31010 - Airplane Pilot		34.76
30062 - Drafter/CAD Operator II		20.59	31020 - Bus Aide		8.97***
30063 - Drafter/CAD Operator III		22.96	31030 - Bus Driver		12.75***
30064 - Drafter/CAD Operator IV		28.25	31043 - Driver Courier		10.26***
30081 - Engineering Technician I		17.32***	31260 - Parking and Lot Attendant		9.91***
30082 - Engineering Technician II		19.44	31290 - Shuttle Bus Driver		11.65***
30083 - Engineering Technician III		21.74	31310 - Taxi Driver		11.41***
30084 - Engineering Technician IV		26.94	31361 - Truckdriver, Light		11.21***
30085 - Engineering Technician V		32.95	31362 - Truckdriver, Medium		12.16***
30086 - Engineering Technician VI		39.86	31363 - Truckdriver, Heavy		17.57***
30090 - Environmental Technician		25.51	31364 - Truckdriver, Tractor-Trailer		17.57***
30095 - Evidence Control Specialist		25.51	99000 - Miscellaneous Occupations		
30210 - Laboratory Technician		22.96	99020 - Cabin Safety Specialist		16.95***
30221 - Latent Fingerprint Technician I		28.25	99030 – Cashier		10.26***
30222 - Latent Fingerprint Technician II		31.21	99050 - Desk Clerk		10.01***
30240 - Mathematical Technician		25.51	99095 - Embalmer		28.73
30361 - Paralegal/Legal Assistant I		19.54	99130 - Flight Follower		28.73
30362 - Paralegal/Legal Assistant II		24.21	99251 - Laboratory Animal Caretaker I		25.47
30363 - Paralegal/Legal Assistant III		29.61	99252 - Laboratory Animal Caretaker II		27.83
30364 - Paralegal/Legal Assistant IV		35.83	99260 - Marketing Analyst		21.54
30375 - Petroleum Supply Specialist		31.21	99310 – Mortician		28.73
30390 - Photo-Optics Technician		25.51	99410 - Pest Controller		16.07***
30395 - Radiation Control Technician		31.21	99510 - Photofinishing Worker		15.10***
30461 - Technical Writer I		25.51	99710 - Recycling Laborer		17.32***
30462 - Technical Writer II		31.21	99711 - Recycling Specialist		23.38
30463 - Technical Writer III		37.75	99730 - Refuse Collector		16.40***
30491 - Unexploded Ordnance (UXO) Technician I		28.73	99810 - Sales Clerk		10.63***
30492 - Unexploded Ordnance (UXO) Technician II		34.76	99820 - School Crossing Guard		18.82
30493 - Unexploded Ordnance (UXO) Technician III		41.67	99830 - Survey Party Chief		24.38
30494 - Unexploded (UXO) Safety Escort		28.73	99831 - Surveying Aide		13.87***
30495 - Unexploded (UXO) Sweep Personnel		28.73	99832 - Surveying Technician		18.02
30501 - Weather Forecaster I		28.25	99840 - Vending Machine Attendant		25.47
30502 - Weather Forecaster II		34.36	99841 - Vending Machine Repairer		32.44
30620 - Weather Observer, Combined Upper Air Or Surface Programs		22.96	99842 - Vending Machine Repairer Helper		25.47

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands. The minimum wage requirements of Executive Order 14026 also are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:
HEALTH & WELFARE: \$5.36 per hour, up to 40 hours per week, or \$214.40 per week or \$929.07 per month
HEALTH & WELFARE EO 13706: \$4.93 per hour, up to 40 hours per week, or \$197.20 per week, or \$854.53 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

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. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence 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 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that 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 user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

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 6pm and 6am. If you are a full-time employed (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, dying, 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 re-grading 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 (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by 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 \$3.35 per week (or \$.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 garments, 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.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**** 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 (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(iii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). 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 the proposed classification title(s), a Federal Grade Equivalency (FGE) 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 recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(iii)).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure 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 determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

AFFIDAVIT RE: CONTINGENT FEES

CITY OF _____)
) ss.
ISLAND OF GUAM)

_____ [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 _____, 20____.

NOTARY PUBLIC

My commission expires _____

CONFLICT OF INTEREST GUIDELINES

Offerors shall follow these Conflict of Interest (COI) Guidelines when submitting any Proposal in response to a federally funded Port Authority of Guam solicitation or procurement or when entering into any federally funded Contract with Port Authority of Guam. The Contractor shall follow these COI Guidelines throughout the period during which the Proposal/Bid is open or the Contract is in effect. An Offeror shall provide the COI Guidelines and associated COI Disclosure Form to all of its Subconsultants and Subcontractors at any tier of a Proposal or Contract and shall ensure that the Offeror and each of its Subconsultants or Subcontractors make any disclosures required by these guidelines or as required by a specific Procurement or Contract. The Port Authority of Guam will follow and apply these COI Guidelines when conducting Port Authority of Guam procurements.

1. DEFINITIONS.

The definitions that apply to these COI Guidelines and the Port Authority of Guam's COI Disclosure Form are at the end of this document.

2. REQUIRED DISCLOSURES.

Submittal of a Correct and signed COI Disclosure Form is required if any of the following apply (note that for the purposes of these COI Guidelines "Public Employee" includes all Port Authority of Guam employees):

- an Offeror or any of its Associates have any Apparent, Potential, or Actual Conflicts of Interest per these COI guidelines or per the criteria of any COI Form included as part of a Procurement or Contract;
- a Procurement or Contract document specifically requires submittal of a COI Disclosure Form (e.g., if the prospective Project includes preparation of an Environmental Impact Statement or Environmental Assessment, submittal of COI Disclosure Forms is always required.);
- an Offeror has any changes to its staffing or organization (whether before or after entering into a Contract) that result in an Apparent, Potential or Actual Conflict of Interest per these guidelines or per the criteria of any COI form associated with a particular Procurement or Contract. Any such changes shall be disclosed within 10 business days via submittal of a complete and signed COI Disclosure Form.
- the response to any of the following questions is "yes" (with respect to a Procurement or current Contract with Port Authority of Guam):
 1. Is any Associate of the Offeror a former employee of Port Authority of Guam (within the last year)?
 2. Is any Associate of the Offeror a Relative, Immediate Family Member, or Member of the Household of a current employee of Port Authority of Guam who had or may have a role in this Procurement, Authorization of the Contract, Contract administration, or oversight of the Contractor's performance?
 3. Does the Offeror or any Associate of the Offeror have an Actual, Apparent or Potential Conflict of Interest ("Individual" or "Organizational") with regard to any member of an Port Authority of Guam Procurement evaluation or selection team?
 4. Did the Offeror or any Associate of the Offeror conduct prior work on the Project described in the Procurement, or participate in preparing any part of the Procurement or any documents or reports related to the Procurement or to which the Procurement refers?
 5. Does the Offeror or any Associate of the Offeror have any past, present or currently planned interests which are an Actual, Apparent, or Potential Conflict of Interest ("Individual" or "Organizational") with respect to performing the work for Port Authority of Guam?
 6. Has the Offeror or an Associate of the Offeror offered to a Public Employee, or is the Offeror aware of any Public Employee that has solicited or received, directly or indirectly, any pledge or promise of employment or other benefit based on the understanding that the Public Employee's vote, official action or judgment would be influenced thereby?
 7. Has (or will) the Offeror or an Associate of the Offeror provided a direct beneficial financial interest to any person within one year after the person ceased to hold a position as a Public Employee who was involved in the Procurement or Authorization for the Contract, or is the Offeror aware of any such person or Public Employee who has or will receive a direct beneficial financial interest within the one-year period?
 8. Is the Offeror aware of any current or former Public Employee that has an Actual, Apparent, or Potential Conflict of Interest with respect to the Procurement or award of this Contract or performing the work for Port Authority of Guam?
 9. Does the prospective Contract include development of an environmental assessment (EA) or environmental impact statement (EIS)?
 10. If a Procurement is to obtain personal services for the purpose of administering, managing, monitoring, inspecting, evaluating compliance with or otherwise overseeing a public contract, is the Offeror or an Associate or an Affiliate of the Offeror a party to the subject public contract?
 11. Has the Offeror or any Associate of the Offeror entered into any contract(s) with Port Authority of Guam for the purpose of advising or assisting in developing any part of the solicitation documents, including

specifications, requirements, a scope or statement of work, an invitation to bid, a request for proposals or other documents and materials used in, or related to this procurement?

If none of the foregoing apply, an Offeror shall provide a written and signed certification (specified by Port Authority of Guam) that the Offeror has read and complied with these COI Guidelines and the COI Disclosure Form and did not answer Yes to any of the questions, or, if required by the Port Authority of Guam, the Offeror shall complete and submit a Correct and signed COI Disclosure Form.

An Offeror shall incorporate in each required COI Disclosure Form any COI disclosure information provided by its staff and attach COI Disclosure Forms from each of its Subcontractors (that have required disclosures of conflicts or potential conflicts of interest), prior to such Offeror performing any services under a Contract.

The COI Disclosure Form is attached to the solicitation as a mandatory form that must be signed and submitted with Offeror's Proposal.

3. GOVERNING STANDARDS.

Both Guam and federal laws govern disclosure and management of conflicts of interest in contracting processes. The disclosure requirements of these COI Guidelines apply to all Port Authority of Guam contracting activities (Architectural and Engineering (A&E) and non-A&E, public improvements, goods, and trade services) without regard to which particular federal or Guam laws govern the activity. There are also Standards of Conduct Policies for conflicts of interest regarding current Port Authority of Guam employees, and the employment of former Port Authority of Guam employees, which are applicable to this procurement, and are explained below.

STANDARDS OF CONDUCT POLICY REGARDING FORMER PORT AUTHORITY OF GUAM EMPLOYEES

When employees of firms which compete for or have Contracts with the Port Authority of Guam come to work for the Port Authority of Guam, and when Port Authority of Guam employees go to work for firms which compete for or have Contracts with the Port Authority of Guam, a Potential Conflict of Interest may exist.

Use of a former Port Authority of Guam employee by an Offeror on the same, or substantially similar Procurement, for which the employee performed a role or function for the Port Authority of Guam, unless mitigated to the satisfaction of the Port Authority of Guam, is prohibited for a period of one year following separation of employment with the Port Authority of Guam. Roles and functions of particular concern include drafting specifications or statements of work, reviewing or scoring a bid or proposal, authorizing service or assigning work, awarding a Contract, administering a Contract, or overseeing Contractor's performance. The Port Authority of Guam may determine that the role or Procurement is not substantially similar because of differences in location of the Project or work, because of the type and method of Procurement, because the employee did not participate personally or substantially in the procurement, because the role performed was minor in nature, such as a technical sufficiency review, or because the Civil Service Commission has granted the employee an applicable waiver. Examples of mitigation that may, in appropriate situations, be acceptable to the Port Authority of Guam include separation of certain decision-making functions concerning the Project, not using the employee in preparation of proposals but allowing them to perform work on the Project, and not having the employee have direct contact with Port Authority of Guam staff formerly under his/her supervision.

For each Procurement, Offerors shall disclose to Port Authority of Guam the identification of any of Offeror's employee(s) that had been employed by Port Authority of Guam within the twelve-month period prior to the submission date for the Proposal or bid. Each Offeror's disclosure shall include a signed statement by the former Port Authority of Guam employee of their proposed role for the Offeror in the particular Procurement and any resulting Contract. Failure of an Offeror to disclose such relationship or to remedy such potential violation will result in the rejection of the Offeror's bid or cancellation of the Contract with the Port Authority of Guam as well as being grounds for cancellation of an Offeror's prequalification or designation of an Offeror as ineligible for future Procurements as not being a responsible bidder. (Also see below regarding the ban on any direct beneficial or financial interest.)

STANDARDS OF CONDUCT REGARDING CURRENT PORT AUTHORITY OF GUAM EMPLOYEES' CONFLICTS OF INTEREST

The Guam Procurement Law statutory and regulatory framework, as generally applied, addresses conflicts of interest in public contracting by emphasizing the need for open and impartial Procurement methods and by prohibiting certain conflicts of interest involving public officials. The following statutes and administrative rules establish Guam's general policies and the restrictions and prohibitions regarding conflicts of interest for public contracts and Public Employees:

- The policies of the Guam Procurement Law (5 GCA § 5001, et seq) encourage public contracting competition that supports openness and impartiality to the maximum extent possible, while recognizing that the nature of effective and meaningful competition depends upon the service being procured.
- According to 5 GCA §§ 5001(b), 5003, and 5625, a sound and responsive public contracting system should instill public confidence through ethical and fair dealing, honesty, and good faith on the part of government officials and those who do business with the government.
- Article 11 of the Guam Procurement Law, Ethics in Public Contracting, and Article 2 of the Standards of Conduct for Elected Officers, Appointed Officers and Public Employees of the Government of Guam prohibit conflicts of interest of Public Employees and prohibit Public Employees from obtaining outside financial benefits for the exercise of their official duties. Among the prohibitions are offering a public employee a fee, a pledge of future employment, or anything

valued in excess of \$200 based on an understanding that the offer would influence the public employee's official action or judgment.

- 5 GCA § 5632(a) provides the following: "Contemporaneous Employment Prohibited. Except as may be permitted by regulations pursuant to this Chapter or pursuant to Title 4 GCA, or rulings of the Civil Service Commission pursuant to this Chapter, it shall be a breach of ethical standards for any employee who is participating directly or indirectly in the procurement process to become or be, while such an employee, the employee of any person contracting with the governmental body by whom the employee is employed. Notice of this provision shall be provided in accordance with regulations promulgated by the Civil Service Commission."

- 5 GCA § 5632(c) and (d) provide the following: "(c) Disqualification of Business When an Employee Has a Financial Interest. It shall be a breach of ethical standards for a business in which an employee has a financial interest knowingly to act as a principal, or as an agent for anyone other than the Territory, in connection with any:

(1) judicial or other proceeding, application, request for a ruling or other determination;

(2) contract;

(3) claim; or

(4) charge or controversy; in which the employee either participates personally and substantially through decision, approval, disapproval, recommendation, the rendering of advice, investigation or otherwise, or which is the subject of the employee's official responsibility, where the Territory is a party or has a direct and substantial interest.

(d) Selling to the Territory After Termination of Employment is Prohibited. It shall be a breach of ethical standards for any former employee, unless the former employee's last annual salary did not exceed Twelve Thousand Dollars (\$12,000.00), to engage in selling or attempting to sell supplies, services other than personal services, or construction to the Territory for ninety (90) days following the date employment ceased.

The term sell as used herein means signing a bid, proposal, or contract; negotiating a contract, contracting any employee for the purpose of obtaining, negotiating or discussing changes in specifications, price, cost allowances or other terms of a contract; settling disputes concerning performance of a contract; or any other liaison activity with a view toward the ultimate consummation of a sale although the actual contract therefor is subsequently negotiated by another person; provided, however, that this Section is not intended to preclude a former employee from accepting employment with private industry solely because the former employee's employer is a contractor with this Territory, nor shall a former employee be precluded from serving as a consultant to this Territory."

- 4 GCA § 15201 states: "No employee shall solicit, accept, or receive, directly or indirectly, any gift valued singly or in the aggregate from a single source in excess of \$200, whether in the form of money, prize, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, when a reasonable person would infer that the gift is intended to influence the employee in the performance of that individual's official duties or is intended as a reward for any official action on that individual's part."

- 4 GCA § 15204 (a), (b), (c), and (d) provide: "No employee shall use or attempt to use an official position to secure or grant unwarranted privileges, exemptions, advantages, contracts, or treatment, for himself or herself, a spouse, children, or others, including but not limited to the following:

a) seeking other employment or contract for services by the use or attempted use of the individual's office or position;

b) accepting, receiving, or soliciting compensation for the performance of official duties or responsibilities except as provided by law;

c) using government time, equipment, or other facilities for private business purposes;

d) soliciting, selling, or otherwise engaging in a financial transaction with a subordinate or a person or business whom the employee inspects or supervises in official capacity."

- 4 GCA § 15205 (a), (b), (c), (d), and (e) provide: "Conflicts of Interest.

a) No employee shall take any official action directly affecting:

1. business or other undertaking in which the employee has a financial interest; or

2. private undertaking in which the employee is engaged as legal counsel, advisor, consultant, representative, or other agency capacity. A department head who is unable to be disqualified on any matter described in item (1) or (2) of this Subsection may be in violation of this Subsection even if the individual has complied with the disclosure requirements of § 15208; and a person whose position on a board, commission or committee is mandated by statute, resolution or executive order to have particular qualifications shall only be prohibited from taking official action that directly and specifically affects a business or undertaking in which such person has a financial interest; provided that the financial interest is related to the member's particular qualifications.

b) No employee shall acquire financial interests in any business or other undertaking which the employee has reason to believe may be directly involved in official action to be taken by the employee.

c) No employee shall assist any person or business or act in a representative capacity before any territorial agency for any compensation in any transaction involving the Territory.

d) No employee shall assist any person or business or act in a representative capacity for a fee or other compensation to secure passage of a bill or to obtain a contract, claim, or other transaction or proposal in which the employee

has participated or will participate as an employee, nor shall the employee assist any person, or business, or act in a representative capacity for a fee or other compensation on such bill, contract, claim, or other transaction or proposal before the Legislature or territorial agency of which the individual is an employee.

- e) No employee shall assist any person or business or act in a representative capacity before a territorial agency for a fee or other compensation, on any bill, contract, claim, or other transaction or proposal involving official action by the agency if the employee has official authority over that agency unless such employee has complied with the disclosure requirements of § 15208.”
- 4 GCA § 15206 states: “Contracts.
 - a) A territorial agency shall not enter into any contract with an employee or with a business in which an employee has a controlling interest, unless the contract has been awarded through an open, public process. A territorial agency may, however, enter into such contract without resort to competitive bidding process when, in the opinion of the General Services Agency or the procurement officer of that branch of government, the property or services does not fall within the purview of competitive bidding; provided that written justification for the non-competitive award of such contract be made a matter of public record and shall be filed with the Guam Ethics Commission at least ten (10) days before such contract is entered into. With regards to members of boards, commissions, and committees, this Subsection shall apply only to contracts entered into between a business in which a member has a controlling interest and a territorial agency in which the board, commission, or committee to which the individual is appointed has jurisdiction.
 - b) A territorial agency shall not enter into a contract with any person or business which is represented or assisted in a material manner in the matter by a person who has been an employee of that agency within the preceding twelve (12) months and who participated while in 8 territorial office or employment in a material manner in the matter with which the contract is directly concerned.”

Port Authority of Guam’s COI Guidelines embody the intent of encouraging competition through openness, impartiality, and public disclosure of relevant information (and the avoidance of conflicts of interest) as described in Guam’s Procurement Law, Title 5, Chapter 5, Article 11, Ethics in Public Contracting; Title 4, Chapter 15, Standards of Conduct for Elected Officials, Appointed Officers, and Public Employees of the Government of Guam, The Guam Department of Administration Personnel Code of Conduct and Port Authority of Guam’s Standards of Conduct Policies or any other applicable governmental ethics policies.

The one-year prohibition against a Public Employee having a direct beneficial financial interest in a public contract as provided in 5 GCA § 5632(b) would generally preclude the person from working under the public contract and from representing the Offeror in dealings with the public agency for whom the person had worked. Sharing in the general profits of the Offeror (such as a year-end bonus for overall corporate profits) is likely not a direct beneficial financial interest, however, a bonus or other compensation paid just on the basis of the public contract would be subject to the prohibition.

STANDARDS OF CONDUCT FOR OFFERORS AND CONTRACTORS, AND ORGANIZATIONAL CONFLICTS OF INTEREST POLICY

It is the policy of Port Authority of Guam to avoid, neutralize, or mitigate organizational conflicts of interest that might exist for all procurements. Each individual contracting situation shall be examined on the basis of its particular facts and the nature of the proposed contract. The exercise of common sense, good judgment, and sound discretion is required in both the decision on whether a significant potential conflict exists and, if it does, the development of an appropriate means for resolving it. The principles underlying this policy are: (1) preventing the existence of conflicting roles that might bias an Offeror’s judgment; and (2) Preventing unfair competitive advantage. In addition to the other situations described in these COI Guidelines, an unfair competitive advantage exists where an Offeror competing for award of any Port Authority of Guam contract possesses: (1) proprietary information that was obtained from a Public Employee without proper authorization; or (2) source selection information that is relevant to the contract but is not available to all competitors, and such information would assist that Offeror in obtaining the contract.

The following situations constitute organizational conflicts of interest. This listing is not exhaustive:

- A conflict of interest exists when an Offeror that provides systems engineering and technical direction for a system is awarded a contract to supply the system or any of its major components; or is a subcontractor or consultant to a supplier of the system or any of its major components; even if the Offeror did not have overall contractual responsibility for the system’s development, its integration, assembly, and checkout, or its production. In this example, systems engineering includes a combination of substantially all of the following activities: determining specifications, identifying and resolving interface problems, developing test requirements, evaluating test data, and supervising design. Technical direction includes a combination of substantially all of the following activities: developing work statements, determining parameters, directing other contractors’ operations, and resolving technical controversies. In performing these activities, a contractor occupies a highly influential and responsible position in determining a system’s basic concepts and supervising their execution by other contractors. Therefore, this Offeror should not be in a position to make decisions favoring its own products or capabilities.
- A conflict of interest exists when an Offeror prepares and furnishes complete specifications covering non-developmental items, to be used in a competitive procurement, and submits a proposal or bid to be allowed to furnish these items, either as a prime contractor or as a subcontractor, for a reasonable period of time including, at least, the duration of the initial production contract.
- If a single contractor drafts complete specifications for non-developmental equipment, that contractor should be eliminated for a reasonable time from competition for production based on the specifications. This should be done in order to avoid a situation in which the contractor could draft specifications favoring its own products or capabilities.

In this way the Government can be assured of getting unbiased advice as to the content of the specifications and can avoid allegations of favoritism in the award of production contracts.

- When an Offeror prepares, or assists in preparing, a statement of work, scope of services, or technical specifications to be used in competitively acquiring a system or services, or provides material leading directly, predictably, and without delay to such a statement of work, scope of services, or technical specifications, it is a conflict of interest if that Offeror submits a Proposal or bid to supply the system, major components of the system, or the services, unless:
 - i. It is the sole source;
 - ii. It has participated in the development and design work; or
 - iii. More than one contractor has been involved in preparing the statement of work, scope of services, or technical specifications.
- Agencies should normally prepare their own statements of work, and scopes of services. When contractor assistance is necessary to prepare the statement of work or scope of services, the contractor is in a position to favor its own products or capabilities. To overcome the possibility of bias, Offerors are prohibited from supplying a system or services acquired on the basis of a statement of work or scope of services growing out of their services, unless:
 - i. It is the sole source;
 - ii. It has participated in the development and design work; or
 - iii. More than one contractor has been involved in preparing the statement of work, scope of services, or technical specifications.
- It is a conflict of interest for a contractor to participate in the evaluation of products or services that it offers. Contracts for the evaluation of offers for products or services shall not be awarded to an Offeror that will evaluate its own offers for products or services, or those of a competitor.

The following situations are not considered to constitute organizational conflicts of interest. This list is not exhaustive:

- In development work, it is normal to select firms that have done the most advanced work in the field. These firms can be expected to design and develop around their own prior knowledge. Development contractors can frequently start production earlier and more knowledgeably than firms that did not participate in the development, and this can affect the time and quality of production, both of which are important to the Government. In many instances the Government may have financed the development. Thus, while the development contractor has a competitive advantage, it is an unavoidable one that is not considered unfair; hence this is not considered an organizational conflict of interest.
- It is not an organizational conflict of interest for Offerors that furnish, at Government request, specifications or data regarding a product they provide, even though the specifications or data may have been paid for separately or in the price of the product.
- It is not an organizational conflict of interest where Offerors, acting as industry representatives, help Government agencies prepare, refine, or coordinate specifications, regardless of source, provided this assistance is supervised and controlled by Government representatives.

It is further the policy of Port Authority of Guam to restrict Offeror's use of confidential or proprietary information obtained from previous affiliations with the Port Authority of Guam or the Government when competing for Port Authority of Guam contracts. When a contractor requires proprietary information to perform a government contract and can use the leverage of the contract to obtain it, the contractor may gain an unfair competitive advantage unless restrictions are imposed. These restrictions protect the information and encourage companies to provide it when necessary for contract performance. They are not intended to protect information: (1) furnished voluntarily without limitations on its use; or (2) available to the Government or contractor from other sources without restriction.

In addition, a contractor that gains access to proprietary information of other companies in performing advisory and assistance services for the Government must agree with the other companies to protect their information from unauthorized use or disclosure for as long as it remains proprietary and refrain from using the information for any purpose other than that for which it was furnished. The Offeror shall provide Port Authority of Guam with copies of these agreements and ensure that they are properly executed.

Contractors also obtain proprietary and source selection information by acquiring the services of marketing consultants which, if used in connection with an acquisition, may give the contractor an unfair competitive advantage. Contractors should make inquiries of marketing consultants to ensure that the marketing consultant has provided no unfair competitive advantage, and must disclose these relationships to Port Authority of Guam on the COI Disclosure Form.

SPECIFIC FEDERAL STANDARDS—PROCUREMENTS RELATED TO DESIGN-BUILD AND DESIGN-BID-BUILD

Pursuant to 23 USC § 112(b)(3), the FHWA has promulgated administrative rules that affect federally funded Design-Build procurements and related procurements. These rules, which are in Chapter 23 of the CFR Part 636, are used as the basis for Port Authority of Guam's guidelines on the subject and specifically regulate both Organizational and Individual Conflicts of Interest. Port Authority of Guam's COI Guidelines incorporate a number of concepts from these federal provisions.

The primary rule governing Organizational Conflicts of Interest in Design-Build transactions is 23 CFR § 636.116. This rule affects not only Design-Build procurements, but also "any contract for engineering services, inspection or technical support in the administration of the Design-Build contract." Following is a summary of this federal rule (Port Authority of Guam's COI Guidelines apply this rule to design-bid-build and non-A&E activities as well): Generally, a consultant who assists the state in preparing a Request for Proposals (RFP) document may not, subsequently, propose in response to the RFP. However, the state may determine that the consultant does not have a conflict of interest for a subsequent Procurement, if the consultant furnished only "low-level" documents that were incorporated into the RFP and made available to all offerors, and did not assist the state in the development of instructions to offerors or evaluation criteria for the RFP. These

Design-Build regulations also apply to “improper business practices and personal conflicts of interest” of the Port Authority of Guam’s selection team members. 23 CFR § 636.117 indicates that Federal Acquisition Regulations (“FARs” --- specifically 48 CFR Part 3, Improper Business Practices and Personal Conflicts of Interest) will apply to the state’s selection team members in the absence of relevant state laws and procedures. These regulations require government business to be “above reproach,” conducted “with complete impartiality and with preferential treatment for none” and with “the highest degree of public trust and an impeccable standard of conduct” to avoid “even the appearance of a conflict of interest.” In design-bid-build transactions, where engineering services are procured separately from the construction services, ordinarily the consulting Offeror providing the engineering services is not eligible to bid on the construction work for the Project.

No Offeror or any Associate of an Offeror in connection with a Transportation Project shall have, directly or indirectly, any interest, other than his employment or retention by a State or other governmental instrumentality, in any Contract in connection with such Project. No firm or an Associate of an Offeror shall have, directly or indirectly, any interest in any real property acquired or to be acquired for a Project unless such interest is openly disclosed upon the records of Port Authority of Guam and such Offeror or Associate has not participated and will not participate in such acquisition for and in behalf of Port Authority of Guam (see 23 CFR § 1.33).

SPECIFIC FEDERAL STANDARDS - NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)

No Offeror preparing or providing environmental analysis or impact documents relating to a Project, including draft and final Environmental Assessments (EA) or Environmental Impact Statements (EIS) may have a financial or other interest in the outcome of the Project. A financial or other interest in the outcome of the Project includes any known benefits other than general enhancement of professional reputation, and includes any agreement, enforceable promise, guarantee or expectation of future work on the Project as well as any indirect benefit the Offeror is aware of such as if the Project would aid proposals sponsored by the Offeror’s other clients. Compliance with 40 C.F.R. 1506.5(c) is required, which includes the requirement for a conflict-of-interest disclosure statement from each Offeror establishing that the Offeror does not have a financial or other interest in the Project.

4. COI CONSIDERATIONS RELATED TO PREVIOUS WORK ON PROJECTS.

No Offeror that has previously performed services on behalf of Port Authority of Guam for a Project may be a Proposer or participate as an equity owner, team member, Subcontractor of or to a Proposer on the Project, or have a financial interest in any of the foregoing entities with respect to the Project, unless Port Authority of Guam is satisfied in its sole discretion that:

- (a) such services were completed prior to initiation of the Procurement for the Project (exceptions may apply for NEPA services on a case-by-case evaluation of the project specifics against the applicable CFRs);
- (b) such services included only Low-Level Documents and did not include development of instructions to offerors or evaluation criteria for the RFP;
- (c) such services did not provide the Offeror with access to or knowledge of Port Authority of Guam confidential or inside information that could provide an unfair competitive advantage with respect to the Procurement;
- (d) the prior Contract and information provided to the Offeror in the performance of its services are either irrelevant to the Procurement or are available on an equal and timely basis to all Proposers;
- (e) the work product from the Offeror incorporated into or relevant to the Procurement is available through Public Disclosure on an equal and timely basis to all Proposers; and
- (f) any environmental documents prepared by the Offeror have been determined to be objective, and that the Port Authority of Guam demonstrated independent decision-making authority during the environmental process.

In such instances where Port Authority of Guam is satisfied in the manner described above, Port Authority of Guam may still, in its sole discretion, restrict the scope of Procurement services for which the Offeror shall be eligible to perform in order to further the intent and goals of these COI Guidelines.

Public Disclosure of services or products is an important consideration in determining if an Organizational Conflict of Interest exists. All COI Disclosure Forms will be considered public records, as permitted under Guam’s Procurement Law.

5. COI DISCLOSURE PROCESS.

An Offeror shall certify its compliance with these COI Guidelines at the time of submitting a Proposal to Port Authority of Guam, during the Procurement Process, and during the time of performance of any awarded Contract with Port Authority of Guam. If submittal of COI Disclosure Form(s) is required per these COI Guidelines or a specific Procurement or Contract, an Offeror shall represent the correctness of a completed COI Disclosure Form. If an Offeror has any changes to its staffing or organization (whether before or after entering a Contract) that result in an Actual, Apparent or Potential Conflict of Interest (Individual or Organizational) per these COI Guidelines or per the criteria of any COI form associated with a particular Procurement or Contract, any such changes shall be disclosed within ten (10) business days via submittal of a Correct and signed COI Disclosure Form.

An Offeror shall assure that any COI Disclosure Form it submits includes any information required to be disclosed by its Subcontractors and other Associates, on behalf of the Offeror. An Offeror may submit either the Subcontractors’ separate COI Disclosure Forms or incorporate Subcontractor information into its own COI Disclosure Form. The disclosure required

with the proposal applies the prime and all proposed Subcontractors that are identified or anticipated at the time of proposal submission.

The identification, assessment, and management of Actual or Potential Conflicts of Interest are joint tasks among Port Authority of Guam, the Offeror and the Offeror's team. An Offeror must work together with Port Authority of Guam in an atmosphere of candor and accountability during the period of negotiation or performance of the Contract with Port Authority of Guam. Port Authority of Guam makes the final determination as to the adequacy of any COI disclosures or COI management plan offered by the Offeror.

Port Authority of Guam's COI determination is based on a number of factors such as:

- ✓ Situational Facts – description of the situation and all known facts specific to the actual or perceived COI
- ✓ Type of Work - specific product or service and Contract(s) involved
- ✓ Relationship to Management - specific interactions with Port Authority of Guam decision-makers
- ✓ Public Disclosure - timing and availability of product or service

The specific facts disclosed in any COI situation will be unique to that situation. Therefore, the decisions and conclusions reached in one situation may or may not be directly applicable to another. For example, the definition of "low-level" documents does not isolate an Offeror producing such documents from a potential COI situation. The ultimate determination will take into account the other factors described above.

6. EXAMPLES OF CONFLICT-OF-INTEREST SITUATIONS.

Port Authority of Guam offers the following examples to better illustrate conflict of interest situations that may arise during the course of the performance of a Personal Services Contract, Purchase Request, Purchase Order, or any Contract entered into between Port Authority of Guam and an Offeror, or during any Government of Guam Procurement process, in order to provide guidance to Offerors as they determine if their specific situations warrant disclosure, evaluation, and management.

1. A Design-Build solicitation requires the responding teams to propose how to manage site features that were uncovered by a geotechnical engineering Offeror. The Offeror's reports to Port Authority of Guam on the Project are available to the public. A multi-specialty engineering Offeror that is the parent company of the geotechnical engineering Offeror submits a proposal to design the overall Project. Depending on the particular mitigating facts, Port Authority of Guam might determine in writing that the multi-specialty engineering Offeror is eligible to propose.
2. Port Authority of Guam seeks comprehensive project management services for a series of Transportation Projects. One of the proposing Offerors employed a senior official from Port Authority of Guam who played a significant role in providing direction for the solicitation, six months ago. Port Authority of Guam initially assesses this situation as a potential Organizational Conflict of Interest and provides information to potential Proposers of this assessment through an addendum to the RFP. In its proposal, the Proposer provides mitigating information and written assurances that this individual works in an area of the company that will not be working on their program management proposal and that the individual will be isolated inside the company from any information associated with the program, will not be lobbying Port Authority of Guam, will not engage in any activities that would violate the Port Authority of Guam Code of Conduct Policy for the prescribed one-year period, and for a period of one year will not have a direct beneficial interest in the contract. Depending on the particular facts, Port Authority of Guam might determine that, while the proposing Offeror has a potential Organizational Conflict of Interest, that conflict has been adequately mitigated and the Offeror will not be disqualified from submitting a proposal.
3. Port Authority of Guam issues an RFP for design and oversight of an intelligent system to collect bridge tolls. The RFP provides that companies having a financial interest in the relevant telecommunications hardware will be excluded from bidding. A company under common ownership with a major electronics manufacturer desire to bid. Port Authority of Guam initially assesses this situation as an Organizational Conflict of Interest, because it cannot know in advance whether the hardware products of this electronics manufacturer would be used in the Project, and Port Authority of Guam informs potential Proposers of its concern related to this type of conflict via addendum to the RFP. In its proposal, the company offers no mitigating facts or organizational plans that address Port Authority of Guam's concerns about the conflict. Depending on the particular facts, Port Authority of Guam determines that the company has an actual conflict of interest.
4. Port Authority of Guam seeks advice of an industry advisory committee to formulate the specifications for an information technology (IT) RFP. An IT Offeror that participated in the advisory committee wishes to submit a proposal in response to the RFP. Depending on the particular facts, Port Authority of Guam might determine that the role of the Offeror was to represent the industry in the context of a public meeting where other Offerors were invited to submit comments, and that the Offeror therefore does not have an Organizational Conflict of Interest.
5. Port Authority of Guam contracts with an A&E Offeror to develop "low-level" documents prior to establishing a schedule for an RFP in which the "low level" documents, still under development, will be used by prospective Proposers. The A&E Offeror has attended the pre-proposal meeting and wishes to propose on the RFP. Port Authority of Guam determines that the company has a potential Organizational Conflict of Interest because of the fact that the low-level documents have not been made public and the Offeror will still be developing the documents during the solicitation. The company then mitigates the potential conflict of interest by suspending development of new reports during the open period of the solicitation and making all data and information sources available on a Port Authority of Guam website prior to the RFP release. Port Authority of Guam determines that the potential

conflict has been adequately managed and the Offeror will not be disqualified from submitting a proposal or being part of the proposing team.

6. Port Authority of Guam contracts with a consulting Offeror to assist Port Authority of Guam in the development of an RFP and sample Contract for a Design-Build Procurement for construction of certain Transportation Projects. The Offeror has close contact with Port Authority of Guam decision-makers in the development of the evaluation criteria for the RFP and the proposed Contract terms, and that information is shared throughout the Offeror with all management and technical personnel. The Offeror will not be able to submit a proposal in the design-build Procurement, or participate as a team member with an Offeror submitting a proposal in response to the RFP.
7. Port Authority of Guam seeks comprehensive program management services for a series of Transportation Projects. Prior to release of the RFP, Port Authority of Guam shared its interpretation of the applicable conflict of interest requirements with the industry. One of the proposing Offerors has a related entity with a planned interest in future design-build construction work related to the transportation program. The COI Disclosure Form does not clearly state whether the related entity is a subsidiary, major partner, Subcontractor, or affiliate of a Subcontractor. The proposing Offeror describes its intent to restrict the flow of information concerning construction Projects to the related entity and thereby to its affiliate construction company but does not clarify how much information will be shared between the principal and its Subcontractors and affiliates or the controls placed on the principal Subcontractor-affiliate relationship. Furthermore, the proposing Offeror has provided mitigation information, indicating that the related entity will not participate in providing services under the program management Contract (i.e., design, source selection, award of Contract, etc.). Port Authority of Guam may conclude the proposing Offeror does not have a conflict of interest that detracts from its eligibility for the program management award. Port Authority of Guam may determine that the related entity has a conflict of interest in future design-build construction work related to the bridge repair and replacement program that has not been adequately mitigated by the measures and information provided by the proposing Offeror. As a result, if the proposing Offeror is awarded the program management Contract, the related construction company will be ineligible for construction work under the program. This determination will depend upon the precise relationship between the related entity and the Proposer.
8. Completion of a project may encourage construction of a shopping center or industrial park from which an Offeror stands to benefit. If an Offeror is aware that it has such an interest in the decision on the proposal, it will be disqualified from preparing an EIS to preserve the objectivity and integrity of the NEPA process.
9. Port Authority of Guam issues an RFP for A&E services to prepare plans, specifications, and estimate (PS&E) to replace a bridge. The PS&E will be completed as part of a design-bid-build process. One of the A&E firms proposing on the design services owns XYZ Inc., a subsidiary that provides program management services to Port Authority of Guam under a separate contract. Port Authority of Guam's intent, as advertised in the RFP, is to use XYZ Inc. for administration and oversight of the A&E design services for the bridge replacement project. The A&E firm that is the parent of XYZ Inc. would be ineligible for award of the A&E design contract.
10. Port Authority of Guam issues an IFB for construction services to replace a bridge. The replacement is being done using the design-bid-build process. One of the construction firms bidding on the public improvement project owns XYZ Inc., a subsidiary that provides construction contract administration and inspection services to Port Authority of Guam under a separate contract. Port Authority of Guam's intent, as advertised in the IFB, is to use XYZ Inc. for administration and inspection of the bridge replacement project. The construction firm that is the parent of XYZ Inc. would be ineligible for award of the construction contract.

DEFINITIONS

The following definitions apply to these COI Guidelines and the Port Authority of Guam's COI Disclosure Form:

"Actual Conflict of Interest" means that an individual or Offeror is unable to render impartial assistance or advice to Port Authority of Guam, has impaired objectivity in performing the Project work, or has an unfair competitive advantage. "Actual Conflict of Interest" means any action or any decision or recommendation by a person acting in a capacity as a public official, the effect of which would be to the private pecuniary benefit or detriment of the person or the person's relative or any business with which the person or a relative of the person is associated unless the pecuniary benefit or detriment arises out of the circumstances described in the definition for "Potential Conflict of Interest" (see definition below).

"Affiliate" (of an Offeror) means a person or entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control of the Offeror.

"Apparent Conflict of Interest" means that an individual or Offeror may reasonably be perceived to have an Actual Conflict of Interest or a Potential Conflict of Interest.

"Associate" (of the Offeror) means an employee, executive, director, key project personnel, consultant, contractor, or Subcontractor, or any immediate family member of the foregoing.

"Authorization" (of the Contract). A public contract is authorized by a Public Employee if the Public Employee participated substantially in the procurement selection process or performed a significant role in the selection of an Offeror or the execution of the Contract. A significant role includes recommending approval or signing of the Contract, including serving as a reference, recommending selection or serving on a selection committee or team, or having the final authorizing authority for the Contract.

"Bidder" means a legally operating business entity submitting a bid in response to a Procurement solicitation.

"Conflict of Interest" or "COI" means an Individual Conflict of Interest or Organizational Conflict of Interest and includes an Actual, Potential, or Apparent Conflict of Interest.

"COI Disclosure Form" means a manually signed disclosure of any Actual Conflict of Interest, Apparent Conflict of Interest or Potential Conflict of Interest documented in the form of Port Authority of Guam's COI Disclosure Form.

"COI Guidelines" refers to this document and all references herein.

"Contract" means an Agreement, Contract, Purchase Request (PR), Work Order Contract (WOC), Purchase Order (PO), or any other type agreement with Port Authority of Guam, regardless of what it may be called, for the procurement or disposal of supplies, services, or construction.

"Contractor" means a legally operating business entity that has been awarded a contract in response to a Procurement.

"Correct" means, in the context of determining the accuracy of a COI Disclosure Form, that the form, in all material respects, is complete, accurate, not misleading, and does not omit any material information.

"Immediate Family Member" (of the Public Employee) means a spouse, children, parents, brothers and sisters, grandparents and grandchildren, mothers-in-law and fathers-in-law, brothers-in-law and sisters-in-law, daughters-in-law and sons-in-law. Stepsiblings, stepchildren and stepparents shall also be regarded as immediate family.

"Individual Conflict of Interest" means that an individual has a conflict of interest because of a financial interest, gift, or other activities or relationships with other persons including but not limited to individuals with whom the individual has business, familial or household relationships.

"Interest" (in the context of a conflict of interest) means a direct or indirect interest and includes a personal as well as financial interest.

"Low-Level Document" means A&E, non-A&E and IT program or Project-related documents which provide a basic understanding of a specific aspect of the program or Project. With regard to A&E and related services, it means that the role of the consultant or subconsultant was limited to provision of preliminary design, reports, or similar "low-level" documents that will be incorporated into the solicitation, and did not include assistance in development of instructions to offerors or evaluation criteria.

"Member of the Household" (of the Public Employee) means any person who resides with the Public Employee.

"Offeror" means a Proposer or Bidder under a Procurement solicitation, a consultant or contractor under a Contract, or a Subcontractor at any tier of a Proposer, consultant, or contractor, and any partner or member of any of the foregoing. An Offeror includes all persons, individual or corporate, without regard to form of legal entity, and any partner or member of any of the foregoing.

"Organizational Conflict of Interest" means that a relationship or situation exists whereby an Offeror or any of its Associates has past, present, or currently planned interests or activities that either directly or indirectly (through a client, contractual, financial, organizational or other relationship) may relate to the work to be performed under the proposed Contract with Port Authority of Guam and which: (a) diminish the Offeror's or an Associate's capacity to give impartial, technically sound, objective assistance or advice; (b) may impair the Offeror's or an Associate's objectivity in performing the Contract; (c) may

impair Port Authority of Guam's objectivity in oversight of the Contractor's performance; or (d) may result in an unfair competitive advantage. It does not include the normal flow of benefits from the performance of the Contract.

"Potential Conflict of Interest" means that an individual or Offeror, as a result of current plans, may reasonably be expected to have an actual conflict of interest. "Potential Conflict of Interest" means any action or any decision or recommendation by a person acting in a capacity as a public official, the effect of which could be to the private pecuniary benefit or detriment of the person or the person's relative, or a business with which the person or the person's relative is associated, unless the pecuniary benefit or detriment arises out of the following: (a) an interest or membership in a particular business, industry, occupation or other class required by law as a prerequisite to the holding by the person of the office or position; (b) any action in the person's official capacity which would affect, to the same degree, a class consisting of all inhabitants of the state or a smaller class consisting of an industry, occupation or other group including one of which or in which the person, or the person's relative or business with which the person or the person's relative is associated, is a member or is engaged; or (c) membership in or membership on the board of directors of a nonprofit corporation that is tax-exempt under section 501(c) of the Internal Revenue Code.

"Procurement" means a Request for Proposals (RFP), Request for Quotes (RFQ), Request for Information (RFI), Invitation for Bid (IFB), or any other form of solicitation or Procurement by Port Authority of Guam.

"Project" means any proposed or existing undertaking pertaining to such programs that are assigned to Port Authority of Guam under applicable law.

"Proposal" means a bid, proposal, or other submission appropriate to a Procurement.

"Proposer" means a legally operating business entity submitting a Proposal in response to a Procurement.

"Public Disclosure" means the work product or service (in connection with the preparation of a Procurement) is available for public review and analysis for a reasonable amount of time, typically at least thirty (30) calendar days.

"Public Employee" means any person who is serving the government of Guam or any of its political subdivisions or any other governmental body as defined in 5 GCA § 5125 as an elected official, appointed official, employee, agent, or otherwise, irrespective of whether the person is compensated for the services. (For the purposes of these COI Guidelines, all Port Authority of Guam employees are considered Public Employees under this definition.)

"Relative" (of a Public Employee) means:

- any individual who is related to the public official as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister; or
- any individual for whom the Public Employee has a legal support obligation or for whom the Public Employee provides benefits arising from the Public Employee's public employment or from whom the Public Employee receives benefits arising from that individual's employment.

"Subcontractor" means a contractor or subcontractor at any tier lower than the awarded Contractor.

The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Non-Federal entity.

CONFLICT OF INTEREST (COI) DISCLOSURE FORM

Government of Guam PORT AUTHORITY OF GUAM IFB No. PAG-007-25

Offerors under Contract or proposing to enter into a Contract with PORT AUTHORITY OF GUAM must comply with the "Conflict of Interest Guidelines" attached to this solicitation. The definitions of terms used in this COI Disclosure Form shall be those provided in the Conflict-of-Interest Guidelines (note that "Public Employee" includes all PORT AUTHORITY OF GUAM employees).

This COI Disclosure Form is submitted in response to:

PORT AUTHORITY OF GUAM ☐ RFP# _____ [or] ☐ IFB# _____ (check only one)

☐ Contract # _____ (if applicable)

☐ Changes to COI Disclosure Form previously submitted for RFP # _____, IFB # _____, or Contract # _____ (if applicable)

This COI Disclosure Form must be signed in ink by an authorized representative of Offeror to certify that it is correct. An Offeror's certification that its disclosure form is correct includes the disclosure by its Associates and Subcontractors.

My signature certifies that as disclosed on or attached to the present form:

- a) the Offeror's disclosures are complete, accurate, and not misleading.
- b) the Offeror has provided the COI Guidelines to all Associates and Subcontractors (if any) and this form includes or has attached any required COI disclosures from those sources.

I hereby certify that I am authorized to sign this COI Disclosure Form as an Authorized Representative for the Offeror identified below:

Complete legal name of Offeror: _____

Address: _____

Telephone: _____ Fax No: _____

Signature: _____ Date: _____

Please answer all questions "Yes", "No" or "N/A" (if uncertain answer "Yes.") If the answer to any of the questions is "Yes," then use the applicable "Comments" fields to:

- a) furnish all relevant facts that are necessary to make the response complete, accurate, and not misleading; and
- b) identify any actions that must be taken to avoid, neutralize, or mitigate such conflict of interest (e.g. communications barriers, restraint or restriction upon future contracting activities, or other precaution)

Please add additional sheets as necessary to respond to the "Comments" field.

- a) Is any Associate of the Offeror a former employee of PORT AUTHORITY OF GUAM within the last year? Yes ☐ No ☐
- b) Is any Associate of the Offeror a Relative, Immediate Family Member, or Member of the Household of a current *PORT AUTHORITY OF GUAM* employee that had or will have any involvement with this Procurement or Contract Authorization? Yes ☐ No ☐

If the answer to either of the above questions is "Yes", complete the attached "Relatives and Former PORT AUTHORITY OF GUAM Employees - Roles and Signatures" table (Part A and/or Part B, as applicable).

- 1. Does the Offeror or any Associate of the Offeror have an Actual, Apparent or Potential Conflict of Interest ("Individual" or "Organizational") with regard to any known member of a PORT AUTHORITY OF GUAM Procurement evaluation or selection team? Yes ☐ No ☐ Comments: _____.
- 2. Did the Offeror or any Associate of the Offeror conduct prior work on the Project described in the Procurement, or participate in preparing any part of the Procurement or any documents or reports related to the Procurement or to which the Procurement refers? Yes ☐ No ☐ Comments: _____.
- 3. Does the Offeror or any Associate of the Offeror have any past, present or currently planned personal or financial interests which are an Actual, Apparent or Potential Conflict of Interest ("Individual" or "Organizational"), with respect to the Procurement or award of this Contract or performing the work for *PORT AUTHORITY OF GUAM* or acquisition of any real property for the Project? Yes ☐ No ☐ Comments: _____.
- 4. Has the Offeror or an Associate of the Offeror offered to a Public Employee, or is the Offeror aware of any Public Employee that has solicited or received, directly or indirectly, any pledge or promise of employment or other benefit based on the understanding that the Public Employee's vote, official action or judgment would be influenced thereby? Yes ☐ No ☐ Comments: _____.
- 5. Has (or will) the Offeror or an Associate of the Offeror provided a direct beneficial financial interest to any person within two years after the person ceased to hold a position as a Public Employee who was involved in the Procurement or Authorization for the Contract, or is the Offeror aware of any such person or Public Employee who has or will receive a direct beneficial financial interest within the two-year period? Yes ☐ No ☐ Comments: _____.
- 6. Is the Offeror aware of any current or former Public Employee that has an Actual, Apparent, or Potential Conflict of Interest with respect to the Procurement or award of this Contract or performing the work for PORT AUTHORITY OF GUAM? Yes ☐ No ☐ Comments: _____.

7. Does the prospective Contract/WOC include development of an Environmental Assessment (EA) or Environmental Impact Statement (EIS)? Yes ☐ No ☐
- If yes, in accordance with the disclosure statement requirements of Council on Environmental Quality Regulation, 40 C.F.R 1506.5(c), does the Offeror have any financial or other interest in the outcome of this Project; and/or does the Offeror have any agreement, enforceable promise, or guarantee to provide any future work on this Project?
Yes ☐ No ☐ Comments: _____.
8. Have Subcontractors or other Associates furnished COI Disclosure Forms, separate from the present form, which included conflicts or potential conflicts of interest? (If yes, attach the disclosures.) Yes ☐ No ☐ N/A ☐ Comments: _____.
9. If the prospective Contract/WOC includes personal services for the purpose of administering, managing, monitoring, inspecting, evaluating compliance with or otherwise overseeing a public contract, is the Offeror or an Associate or an Affiliate of the Offeror a party to the subject public contract?
Yes ☐ No ☐ N/A ☐ Comments: _____.
10. Has the Offeror or any Associate of the Offeror entered into personal services contract(s) with *PORT AUTHORITY OF GUAM* for the purpose of advising or assisting in developing specifications, a scope or statement of work, an invitation to bid, a request for proposals, or other solicitation documents and materials related to this procurement?
Yes ☐ No ☐ Comments: _____.

RELATIVES AND FORMER PORT AUTHORITY OF GUAM EMPLOYEES - ROLES AND SIGNATURES

For each employee of the Offeror that was employed by PORT AUTHORITY OF GUAM ("PAG") within the last year, state the job the employee performed for the PAG, the role the employee now serves for the Offeror and the date the employee left the PAG. Use Part B for Offeror Associates with Relatives, Immediate Family Members, or Members of the Household working for the PAG that have had or will have involvement with this Procurement or Contract.

PART A: EMPLOYEES THAT LEFT PORT AUTHORITY ("PAG") OF GUAM IN THE LAST YEAR.			
EMPLOYEE NAME/SIGNATURE	JOB PERFORMED FOR PAG	CURRENT OFFEROR	ROLE WITH DATE LEFT PAG
NAME: _____ SIGN: _____ <div><div>Involved with this Procurement on behalf of PAG? Yes <input type="checkbox"/> No <input type="checkbox"/></div><div>Involved with Proposal development for this Procurement? Yes <input type="checkbox"/> No <input type="checkbox"/></div></div>			
NAME: _____ SIGN: _____ <div><div>Involved with this Procurement on behalf of PAG? Yes <input type="checkbox"/> No <input type="checkbox"/></div><div>Involved with Proposal development for this Procurement? Yes <input type="checkbox"/> No <input type="checkbox"/></div></div>			
NAME: _____ SIGN: _____ <div><div>Involved with this Procurement on behalf of PAG? Yes <input type="checkbox"/> No <input type="checkbox"/></div><div>Involved with Proposal development for this Procurement? Yes <input type="checkbox"/> No <input type="checkbox"/></div></div>			

PART B: IDENTIFY ASSOCIATES OF THE OFFEROR THAT ARE RELATIVES, IMMEDIATE FAMILY MEMBERS, OR MEMBERS OF THE HOUSEHOLD OF PORT AUTHORITY OF GUAM ("PAG") EMPLOYEES CURRENTLY WORKING FOR PAG, IF THE PAG EMPLOYEE HAD OR WILL HAVE ANY INVOLVEMENT WITH THIS PROCUREMENT OR CONTRACT.			
OFFEROR ASSOCIATE'S NAME	NAME AND RELATIONSHIP OF RELATIVE, IMMEDIATE FAMILY MEMBER, OR MEMBER OF HOUSEHOLD EMPLOYED AT PAG	ROLE AT PAG	PAG EMPLOYEE'S ROLE WITH THIS PROCUREMENT

(MAKE COPIES OF THIS FORM AS NEEDED TO LIST ADDITIONAL EMPLOYEES.)

**REPRESENTATION AND ACKNOWLEDGMENT THAT SEX OFFENDERS EMPLOYED BY
CONTRACTORS OF THE GOVERNMENT OF GUAM ARE PROHIBITED FROM WORKING ON
GOVERNMENT PROPERTY**

Pursuant to Guam Public Law 28-24, as amended by Guam Public Law 28-98, if a contract for services is awarded to the bidder or offeror, then the contractor must warrant 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 ("Government") property, with the exception of public highways. If any employee of a contractor is providing services on government property and is convicted subsequent to an award of a contract, then the contractor 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 contractor is found to be in violation of any of the provisions of this paragraph, then the government will give notice to the contractor to take corrective action. The contractor shall take corrective action within twenty-four (24) hours of notice from the Government, and the contractor shall notify the Government when action has been taken. If the contractor fails 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.

I, _____ being a duly authorized representative of the Bidder or
(print name)

Offeror, acknowledge the requirements described above, and have ensured that the bid/offer/proposal, as submitted addresses these requirements. I make these statements on behalf of myself as a representative of the Bidder/Offeror, and on behalf of the Bidder's/Offeror's officers, representatives, agents, subcontractors, and employees, and represent that if awarded the contract, the Bidder/Offeror will follow these mandates.

Executed on: _____
(DATE)

Signature of one of the following:
Bidder, if the bidder is an individual;
Partner, if the bidder is a partnership;
Officer, if the bidder is a corporation.

THE PORT AUTHORITY OF GUAM
GOVERNMENT OF GUAM
1026 Cabras Highway, Suite 201
Piti, Guam 96915

BID BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS that _____, as Principal ("Principal"), and Bonding Company, _____ (name of company), as Surety ("Surety"), are held firmly bound unto the government of Guam for the sum of _____ United States 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:

INVITATION FOR BID No.: IFB/PAG-007-25 10'x10' POP-UP CANOPY WITH LOGO BID

NOW, THEREFORE, if the government of Guam shall accept the bid of the Principal and the Principal shall enter into a Contract with the government 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 government of Guam the difference not to exceed the penalty hereof between the amounts specified in said bid and such larger amount for which the government of Guam may in good faith contract with another party to perform work covered by said bid or an appropriate liquidated amount as specified in the Invitation for Bids then this obligation shall be null and void, otherwise to remain full force and effect.

Signed and sealed this _____ day of _____ 20_____.

_____	_____
(WITNESS)	(PRINCIPAL) (SEAL)

(TITLE)	
_____	_____
(MAJOR OFFICER OF SURETY)	(MAJOR OFFICER OF SURETY)
_____	_____
(TITLE)	(TITLE)

(AGENT FOR SERVICES OF PROCESS)	

NOTICE TO ALL INSURANCE AND BONDING INSTITUTIONS:

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

When the form is submitted to THE PORT AUTHORITY OF GUAM, it should be accompanied with copies of the following, as applicable:

- 1. Current Certificate of Authority to do business on Guam issued by the Department of Revenue and Taxation or other acceptable proof of organization satisfactory to the Government of Guam.
- 2. Power of Attorney issued by the Surety to the Registered Agent.
- 3. Power of Attorney issued by two (2) major officers of the Surety to an Agent.
- 4. For foreign or alien sureties, identification and proof of a banking institution in Guam that will redeem the surety bond

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

1. **AUTHORITY:** This solicitation is issued subject to all the provisions of Guam's Procurement Law and the Guam Procurement Regulations. 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 may be 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. **WITHHOLDING ASSESSMENT FEE:** All procurements of professional services are subject to a withholding assessment fee for non-resident persons or companies without a valid Guam Business License, which is equal to four percent (4%) of the total dollar value of any contract awarded for all government of Guam contracts for any professional services provided by a non-resident person or company residing outside of Guam, as a cost of doing business with the government of Guam, in accordance with 11 GCA § 71114.
5. **LICENSING:** Bidders are cautioned that they must comply with any applicable licensing requirement as a condition of contract performance. Specific information on licenses may be obtained from the Director of Revenue and Taxation.
6. **STATUS OF FUNDING AND COMPLIANCE:** Funding is available for the first fiscal period of any contract awarded under this solicitation from Port Revenue Funds source. The Government's obligation under any proposed contract is contingent upon available funds. The issuance of this solicitation does not compel the award of any contract. All bidders are required to comply with the terms and conditions of the Government funding source.
7. **POLICY IN FAVOR OF SERVICE-DISABLED VETERAN OWNED BUSINESSES:** Bidding is subject to the policy in favor of Service-Disabled Veteran Owned Business as defined in 5 GCA § 5011 and § 5012. In the procurement of any supply or service, (except for professional services), if such supply or service is offered by a Service-Disabled Veteran Owned Business "SDVOB", as defined in 5 GCA § 5012, that is at least fifty one percent (51%) owned by service-disabled veteran(s), and if the supply or service is available within the period that is required for the procurement, and the price for the supply or service does not exceed one hundred five percent (105%) of the lowest bidder price, a preference shall be given to that SDVOB by the Government of Guam, and the supply or service shall be purchased from said SDVOB. This shall be in addition to any other procurement benefit the SDVOB may qualify for under Guam law. A business concern is a qualified SDVOB if: (a) the business concern is licensed to do business on Guam; (b) the business concern maintains its headquarters on Guam; (c) the business concern is at least fifty-one (51%) owned by a service-disabled veteran(s) who served in the active U.S. military service, was discharged or released under honorable conditions and whose disability is service-connected as demonstrated by a DD214, and certified by an award letter from the U.S. Department of Veterans Affairs; the DD214 and Disability award letter from U.S. Department of Veterans Affairs are submitted to the Government of Guam procuring agency for every service offered; and the service disabled veteran(s) owner(s) of the business concern has filed individual tax returns on Guam for a period of at least three (3) consecutive years.
8. **WOMEN-OWNED BUSINESS PREFERENCE:** Bidding is subject to the policy in favor of Women-Owned Businesses pursuant to "*The Support for Women-Owned Business Act*" enacted by Public Law No. 36-26 and codified in 5 GCA §5013. (b) Qualifications of a Women-Owned Business. A business concern is qualified under Subsection (a) of this Section if: (1) the business concern is licensed to do business on Guam; (2) the business concern maintains its headquarters on Guam; (3) the business concern is at least fifty-one percent (51%) owned by women, who manage day-to-day operations and make long-term decisions; (4) the business concern is certified as a Women-Owned Small Business (WOSB) or an Economically Disadvantaged Women-Owned Small Business (EDWOSB) by the U.S. Small Business Administration; and (5) the owner(s) of the business concern has (have) filed individual tax returns on Guam for a period of at least three (3) consecutive years.
9. **LOCAL PROCUREMENT POLICY:** This procurement will be conducted in accordance with all applicable requirements of 5 GCA § 5008(e).
10. **PROCUREMENT OF SUPPLIES FROM THE U.S. GOVERNMENT:** This procurement will be conducted in accordance with the requirements of 5 GCA § 5122.
11. **COMPLIANCE WITH SPECIFICATIONS AND OTHER SOLICITATION REQUIREMENTS:** Bidders shall comply with all specifications and other requirements of the Solicitation. Bidder, by submitting a bid, certifies that its bid complies with all written requirements of the solicitation and specifications. Nothing stated in a pre-bid conference, discussion, or in questions and answers between any bidder and the Government shall change the requirements of the IFB unless a formal change is made by written amendment as provided in 2GAR, Div. 4, §3109(i).
12. **COST OR PRICING DATA AND CERTIFICATION:** If any contract modification is expected to exceed \$100,000, Cost or Pricing data will be required to be submitted by the contractor prior to negotiations for the modification. A separate certification certifying the accuracy of the cost or pricing data submitted by the contractor shall be submitted by the contractor as soon as practicable after agreement is reached on the price modification.
13. **INDEPENDENT PRICE DETERMINATION:** The bidder, by submitting a bid, certifies that the prices in its bid were derived at without collusion, and acknowledges that collusion and anti-competitive practices are prohibited by law. Violations

will be subject to the provisions of Guam's Procurement Law and Guam's Procurement Regulations. Other existing civil, criminal or administrative remedies are not impaired and may be in addition to the remedies in Guam's Procurement Law and Guam's Procurement Regulation.

14. **CONDITIONING BIDS UPON OTHER AWARDS NOT ACCEPTABLE:** Any bid which is conditioned upon receiving award of both the particular contract being solicited and another governmental contract shall be deemed nonresponsive and not acceptable and will be rejected.
15. **BID ENVELOPE:** If hard copy bid submission is required, the envelope shall be sealed and marked with the bidder's name, bid number, time, date, and place of Bid Opening.
16. **RESPONSIBILITY OF BIDDERS:** Bids will be considered only from such bidders who, in the opinion of the Government, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.
17. **DETERMINATION OF RESPONSIBILITY OF BIDDERS:** Bidders must provide information requested to determine whether or not they are responsible. The Government may inspect the plant site, place of business; and supplies and services as necessary to determine their responsibility
18. **STANDARD FOR DETERMINATION OF RESPONSIBILITY:**
In determining responsibility, the GENERAL MANAGER shall be guided by the following:
 - Whether the bidder has available the appropriate financial, material, equipment, facilities and personnel resources and expertise, or the ability to obtain them;
 - Whether the bidder has a satisfactory record of integrity;
 - Whether the bidder is qualified legally to contract with the government;
 - Whether the bidder has the capability to meet all contractual requirements;
 - Whether the bidder has supplied all necessary information in connection with any inquiry concerning responsibility.
19. **LOW TIE BIDS:** If the lowest bids are for the same unit price or total amount in the whole or in part, the GENERAL MANAGER will determine award based on 2 GAR, Div. 4, § 3109(o) (2) or to reject all bids, cancel the solicitation, and/or apply any available remedies pursuant to 2 GAR, Div. 4 § 3126.
20. **INCREMENTAL AWARD:** The Government reserves the right to make an incremental award if such award(s) to more than one bidder for different amounts of the same item if necessary to obtain the total quantity or required delivery conditions of the items.
21. **CANCELLATION, & REJECTION OF BIDS:** The GENERAL MANAGER 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. This solicitation may be cancelled in whole or in part; and any or all bids may be rejected in whole or in part if it is in the best interest of the Government.
22. **AWARD:** The PAG has the authority to award for all solicitations in whole or in part, for any one or more bid items if it is determined to be in the best interests of the Government. Only when specifically provided by the solicitation may a bid or proposal limit acceptance to the entire bid or proposal offering. Otherwise, such bids or proposals shall be deemed to be nonresponsive. 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 the solicitation. No other factors or criteria shall be used in the evaluation of the bids. The right is reserved, as the interests of the Government may require, to waive any minor irregularity in any bid received. In case of an error in the extension of prices, the unit price will govern. The Government reserves the right to increase or decrease the quantity of the items for award and to make additional awards for the same type of items, and the bidder/contractor hereby agrees to such modifications and additional awards based on the bid prices submitted for a period of thirty (30) days after the original award. No award shall be made under this solicitation which shall require advance payment or irrevocable letter of credit from the Government.
23. **PROHIBITION AGAINST GRATUITIES, KICKBACKS, AND FAVORS:** (A) Gratuities. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract; or to any solicitation or proposal therefor. (B) Kickbacks. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order. (C) Favors to the Territory. For purposes of this Section, a favor is anything, including raffle tickets, of more than *de minimus* value and whether intended for the personal enjoyment of the receiver or for the department or organization in which they are employed or for any person, association, club or organization associated therewith or sponsored thereby. It shall be a breach of ethical standards for any person who is or may become a contractor, a subcontractor under a contract to the prime contractor or higher tier contractor, or any person associated therewith, to offer, give or agree to give any employee or agent of the Territory or for any employee or agent of the Territory to solicit or accept from any such person or entity or agent thereof, a favor or gratuity on behalf of the Territory whether or not such favor or gratuity may be considered a reimbursable expense of the Territory, during the pendency of any matter related to procurement, including contract performance warranty periods.

24. **BIDDER'S REPRESENTATION AGAINST GRATUITIES, KICKBACKS, AND FAVORS:** With respect to this procurement and any other contract that bidder may have or wish to enter into with the Government, the bidder represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities, kickbacks, and favors set forth in the Guam Procurement Regulations.
25. **WAGE AND BENEFIT COMPLIANCE-CONTRACTORS PROVIDING SERVICES**
- a. Contractor with regard to all persons it employs, whose purpose in whole or in part is the direct delivery of services contracted for with the Government of Guam in this procurement, shall pay such employees in accordance with the Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct deliverance of deliverables to the government of Guam. 5 GCA § 5801 Contractor shall be responsible for flowing down this obligation to its subcontractors.
 - b. The Wage Determination most recently issued by the U.S. Department of Labor at the time this Agreement was awarded to Contractor shall be used to determine wages and benefits which shall be paid to employees pursuant to this clause. 5 GCA § 5801
 - c. Should any contract contain a renewal clause, then at the time of renewal adjustments there shall be stipulations contained in that contract for applying the Wage Determination, so that the Wage Determination promulgated by the U.S Department of Labor on a date most recent to the renewal date shall apply. 5 GCA § 5801.
 - d. In addition to the Wage Determination detailed above, health and similar benefits for employees having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor shall apply. Contractor shall pay a minimum of ten (10) paid holidays per annum per employee. 5 GCA § 5802
 - e. Any violation of Contractor or its subcontractor's obligations of this section shall be investigated by the Guam Department of Labor and may include a monetary penalty assessment by the Guam Department of Labor of no less than One Hundred Dollars (\$100.00) per day, and no more than One Thousand Dollars (\$1,000.00) per day, until such time as a violation has been corrected, as well as the payment of all back wages and benefits due. 5 GCA § 5803
 - f. In addition to any and all other breach of contract actions the Government of Guam may have under this procurement, in the event there is a violation in the process set forth in subsection (e) above, Contractor may be placed on probationary status by the GENERAL MANAGER of the General Service Agency, or its successor, for a period of one (1) year. During the probationary status, a Contractor shall not be awarded any contract by any instrumentality of the Government of Guam. A Contractor who has been placed on probationary status, or has been assessed a monetary penalty pursuant to 5 G.C.A. Article 13 Title 5 may appeal such penalty or probationary status to the Superior Court of Guam. 5 GCA § 5804
 - g. All bidders are required to submit a Declaration of Compliance with Wage Determination laws as part of this procurement with a copy of the most recent Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor. 5 GCA §5805
 - h. The applicable USDOL Wage Determination Rate Revision (as defined by subsections (b) and (c)) is attached to this solicitation. Contractor agrees to provide upon written request by the Government of Guam written certification of its compliance with its obligations as part of each invoice, along with the names of any employees, their positions, and detailed wage and benefits paid in keeping with this section. Additionally, upon request by Government of Guam the Contractor shall submit source documents as to those individuals provide direct services in part or whole under this Agreement and its payments to them of such wages and benefits.
26. **BIDDER'S REPRESENTATION OF ETHICAL STANDARDS:** With respect to this procurement and any other contract that the bidder may have, or wish to enter into, with any government of Guam agency, the bidder represents that it has not knowingly influenced, and promises that it will not knowingly influence, any government employee to breach any of the ethical standards set forth in the Guam Procurement Law and in any of the Guam Procurement Regulations.
27. **BIDDER'S REPRESENTATION PROHIBITION AGAINST CONTINGENT FEES:** The bidder represents that he has not retained any person or agency upon an agreement or understanding for a percentage, commission, brokerage, or other contingent arrangement, except for retention of bona fide employees or bona fide established commercial selling agencies, to solicit or secure this Agreement or any other contract with the government of Guam or its agencies. (a) Contingent Fees. It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a territorial 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.
28. **PROHIBITION OF EMPLOYMENT OF SEX OFFENDERS:** *Reference 5 GCA 5253 (a)*
Restriction Against Contractors Employing Convicted Sex Offenders from Working at Government of Guam Venues. (a) No person convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA in Guam, or an offense in any jurisdiction which includes, at a minimum, all of the elements of said offenses, or who is listed on the Sex Offender Registry, and who is employed by a business contracted to perform services for an agency or instrumentality of the government of Guam, shall work for his employer on the property of the government of Guam other than a public highway.
29. **BIDDER'S WARRANTY AS TO EMPLOYEES AND SEX OFFENSES.** *Reference 5 GCA 5253 (b)* Bidder warrants that no person providing services on behalf of the Bidder has been convicted of a sex offense under the provisions of Chapter

25 of Title 9 of GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry. Bidder warrants that if any person providing services on behalf of bidder is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction. Any contractor found in violation of this section, after notice from the Government of Guam of such violation, shall within twenty-four (24) hours, take corrective action and shall report such action to the contracting authority. Failure to take corrective action with the stipulated period may result in the temporary suspension of the contract at the discretion of the Government of Guam.

30. ACCESS TO RECORDS, INSPECTION, AND AUDIT REVIEW: The PAG and any of their authorized representatives must have the right of access to any documents, papers, or other records of the Bidder which are pertinent to the contract, in order to make audits, examinations, excerpts, and transcripts, and to inspect supplies and services, and audit records at any Bidder or proposed subcontractor's facility or place of business and perform tests both: prior to award of a contract, to determine responsibility and capability of performing any contract to be awarded under a solicitation, and to determine whether the Bidder or subcontractor's facilities, supplies, or services conform to solicitation requirements; or after award, to determine whether the awarded contractor is conforming to contract requirements, and its performance is therefore acceptable. This right also includes timely and reasonable access to the Bidder's personnel for the purpose of interview and discussion related to such documents. The Bidder agrees to abide by the following access, audit, and inspection terms:

A. Access to Records and Retention. The Bidder, including its subcontractors, if any, agrees that it shall maintain and retain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and relative to its cost or pricing data, and shall make such materials available at all reasonable times after submission of its Bid, during any awarded contract term, and for three (3) years from the date of final payment under any awarded contract or for three (3) years from the date that all other pending matters are closed, whichever is later, for inspection in Guam or at any reasonable location designated by the PAG or any of their duly authorized representatives, unless the Bidder is notified in writing by the cognizant agency for audit, the oversight agency for audit, the cognizant agency for indirect costs, or the PAG to extend the retention period. If any litigation, claim, or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. Records for real property and equipment acquired with the funds from the awarded contract must be retained for three (3) years after final disposition of the real property and equipment. The rights of access in this section are not limited to the required retention period but last as long as the records are retained. Each subcontract by the Bidder shall include a provision containing the conditions of this Section for any contract awarded under this solicitation. Only under extraordinary and rare circumstances would such access include review of the true name of victims of a crime. Routine monitoring cannot be considered extraordinary and rare circumstances that would necessitate access to this information. When access to the true name of victims of a crime is necessary, appropriate steps to protect this sensitive information must be taken by the PAG. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the PAG or a delegate.

B. Right to Audit. Bidder shall establish and maintain a reasonable accounting system that enables the PAG to readily identify Bidder's assets, expenses, costs of goods, and use of funds. The PAG and any of their authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to its Proposal, the solicitation, or this Agreement, which are kept by or under the control of the Bidder, including, but not limited to those kept by the Bidder, its employees, agents, assigns, successors, and subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files (including bids of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back-charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. The awarded contractor shall, at all times during the term of any awarded contract and for a period of three (3) years after the date of final payment under any awarded contract, maintain such records, together with such supporting or underlying documents and materials. The Bidder shall at any time requested by the PAG and any of their authorized representatives, whether before, during, or after completion of an awarded contract, and at Bidder's own expense make such records available for inspection and audit (including copies and extracts of records as required) by the PAG and any of their authorized representatives. Such records shall be made available to the PAG and any of their authorized representatives during normal business hours at the Bidder's office or place of business without prior notice. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for the PAG and any of their authorized representatives. Bidder shall ensure the PAG and any of their authorized representatives has these rights with Bidder's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Bidder and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Bidder's obligations to the PAG and any of their authorized representatives. Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the PAG and any of their authorized representatives unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Bidder to the PAG and any of their

authorized representatives in excess of one-half of one percent (.5%) of the total contract billings, the Bidder shall reimburse the PAG or the entity that conducted the audit for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the PAG may recoup the costs of the audit work from the Bidder.

Any adjustments and/or payments that must be made as a result of any such audit or inspection of the awarded Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the PAG and any of their authorized representatives' findings to Contractor.

- C. **Right to Enter and Inspect.** The PAG and any of their authorized representatives may, at any time, without notice, enter and inspect the Bidder's or subcontractor's facilities, place(s) of business, or any place(s) of performance of this Agreement. The PAG and any of their authorized representatives may enter and inspect any plans, supplies, services, equipment, work, and records at these locations which are related to the performance of the contract, and may conduct any testing deemed necessary to determine the Bidder's or subcontractor's compliance or conformity to the solicitation or contract requirements. Guam may enter and audit the cost or pricing data, books, and records of the Bidder or any subcontractor, and/or investigate in connection with an action to debar or suspend a person from consideration for award of contracts pursuant to § 9102 (Authority to Debar or Suspend) of the Guam Procurement Rules and Regulations.
31. **SAFETY INSPECTION:** All motor vehicles delivered under this contract must pass the Government of Guam Vehicle Inspection before delivery at destination.
32. **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, kickbacks, and favors set forth on Article 11 (Ethics in Public Contracting) of the Guam Procurement Law and in Chapter 11 of the Guam Procurement Regulations.
33. **REPRESENTATION REGARDING CONTINGENT FEES:** The bidder 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.
34. **EQUAL EMPLOYMENT OPPORTUNITY:** Contractors shall not discriminate against any employee or applicant for 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.
35. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS:** Bidder stipulates that Title 5 GCA Chapter 37, the False Claims and Whistleblower Act applies to any awarded contract and to all Contractor's actions pertaining to the contract
36. **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 the contract and the furnishing of goods, work, or services.
37. **CHANGE ORDER:**
- A. Change Order. The Procurement Officer, at any time, and without notice to the sureties, in a signed writing designated or indicated to be a change order, may order:
- (1) changes in the services within the scope of the Agreement; and
- (2) changes in the time for performance of the Agreement that do not alter the scope of the Agreement. All contract change orders must be approved in writing by the Port Authority of Guam on a form approved by Port Authority of Guam to record change orders.
- B. Adjustments of Price or Time for Performance. Port Authority of Guam reserves the right to increase or decrease the number of any unit priced quantity as may be deemed reasonable or necessary in order to complete the Services contemplated under this Agreement. If any such change order increases or decreases the Contractor's cost of, or the time required for, performance of any part of the services under this Agreement, whether or not changed by the order, an adjustment shall be made and the Agreement modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Standard Price Adjustment Clause of this Agreement. Failure of the parties to agree to an adjustment shall not excuse a Contractor from proceeding with the Agreement as changed, provided that the government of Guam promptly and duly make such provisional adjustments in payments or time for performance as may be reasonable. By proceeding with the services, the Contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion. All changes must be recorded on a contract change order before they can be included in an application for payment/invoice.
- C. Written Certification. The Contractor shall not perform any change order in excess of \$5,000 unless it bears, or the Contractor has separately received, a written certification, signed by the Procurement Officer/CEO or other

responsible official that funds are available therefor; and, if acting in good faith, the Contractor may rely upon the validity of such certification.

- D. **Time Period for Claim.** Within 30 days after receipt of a written change order under Paragraph (1) (Change Order) of this clause, unless such period is extended by the Procurement Officer in writing, the Contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the Contractor's claim unless the government of Guam is prejudiced by the delay in notification.
 - E. **Claim Barred After Final Payment.** No claim by the Contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this Agreement.
 - F. **Claims Not Barred.** In the absence of such a change order, nothing in this clause shall restrict the Contractor's right to pursue a claim arising under the Agreement, if pursued in accordance with the clause entitled Claims Based Upon PAG's Actions or Omissions or for breach of contract.
38. **TIME FOR COMPLETION:** It is hereby understood and mutually agreed by the bidder that the time for delivery to final destination or the timely performance of certain services is an essential condition of this procurement. If the awarded refuses or fails to perform any of the provisions of the 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 2 GAR, Div. 4 § 6101(8).
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 GENERAL MANAGER of such delay in writing, setting forth the justification pursuant to the Termination Clause of this IFB.
40. **GOVERNING LAW, JURISDICTION, AND VENUE CLAUSE:** Except to the extent United States federal law is applicable, the validity of the contract and of any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by the laws of Guam. Bidder expressly recognizes that the Government Claims Act (Title 5 of the Guam Code Annotated, Chapter 6) applies with respect only to claims of money owed by or to the Bidder/Contractor against the Government, if the claim arises out of or in connection with the contract. Bidder also expressly recognizes that all other claims by the Bidder/Contractor against the Government are subject to the Guam Procurement Law (Title 5 of the Guam Code Annotated, Chapter 5).

Bidder/Contractor hereby expressly consents to the jurisdiction and venue of Guam with respect to any protest or dispute resolution, and the forum of the courts of Guam with respect to any and all claims which may arise by reason of the contract, except as otherwise may be provided by Guam Procurement Law. By submitting a bid, Bidder/Contractor waives any and all rights it may otherwise have to contest the same or to proceed with any claims arising by reason of this IFB or any awarded contract in a different jurisdiction, forum, or venue.

41. **GUAM DEBARMENT:** Bidder/Contractor warrants that it will comply with the provisions of 5 GCA Chapter 5, Articles 9 and 11, subject to debarment or suspension, and that it will not employ any subcontractors who have been federally debarred or debarred by the government of Guam.
42. **TERMINATION:**
- A. **Termination for Default, Nonperformance or Delay, Damages for Delay, Time Extensions.**
 - 1. **Default.** If Contractor refuses or fails to perform any of the provisions of the contract awarded under this solicitation with such diligence as will ensure its completion within the time specified, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of these terms, PAG may notify Contractor in writing of the delay or non-performance and if not cured in ten days or any longer time specified in writing by PAG, PAG may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part PAG may procure similar supplies or services in a manner and upon terms deemed appropriate by the PAG. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
 - 2. **Contractor's Duties.** Notwithstanding termination of the contract and subject to any directions from the PAG, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the PAG and the government of Guam has an interest.
 - 3. **Compensation.** Payment for completed supplies delivered and accepted by PAG shall be at the contract price. Payment for the protection and preservation of property shall be in an amount agreed upon by Contractor and the PAG; if the parties fail to agree, the PAG shall set an amount subject to Contractor's rights under Article 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations. PAG may withhold from amounts due Contractor such sums as the PAG deems to be necessary to protect the PAG against loss because of outstanding liens or claims of former lien holders and to reimburse the PAG for the excess costs incurred in procuring similar goods and services.
 - 4. **Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of the contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the PAG within 15 days after the cause of the delay and the failure arises out of

causes such as: acts of God; acts of the public enemy; acts of the government of Guam and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the supplies or services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the PAG shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the Agreement, the delivery schedule shall be revised accordingly, subject to the rights of the government of Guam under the clause entitled (in fixed-price contracts, "Termination" for Convenience in cost-reimbursement contracts) "Termination". (As used in this Paragraph of this clause the term "subcontractor" means subcontractor at any tier.)

5. Erroneous Termination for Default. If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that Contractor was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, be the same as if the notice of termination had been issued pursuant to the clause providing for termination for convenience.

6. Additional Rights and Remedies. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this solicitation or awarded contract.

B. Termination for Convenience

1. PAG may, when the interest of PAG so require, terminate any awarded contract in whole or in part, for the convenience of PAG or the government of Guam. PAG shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.

2. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work.

C. Compensation.

1. Contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data to the extent required by 2 GAR, Div. 4, § 3118 (Cost or Pricing Data) of the Guam Procurement Regulations bearing on such claim. If Contractor fails to file a termination claim within one year from the effective date of termination, the PAG may pay Contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

2. The PAG and Contractor may agree to a settlement provided the Contractor has filed a termination claim supported by cost or pricing data to the extent required by 2 GAR, Div. 4, § 3118 (Cost or Pricing Data) of the Guam Procurement Regulations and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the PAG, and the contract price of the work not terminated.

3. Absent complete agreement under Subparagraph (2) of this Paragraph, the PAG shall pay Contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:

(i) contract prices for services accepted under the Agreement;

(ii) costs incurred in preparing to perform and performing the terminated portion of the work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) that shall be no less than the fees due for the portion of the term calculated up-through the date of termination calculated on a pro-rata basis, less amounts paid or to be paid for accepted services; provided, however, that if it appears that Contractor would have sustained a loss if the entire Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;

(iii) costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (b) of this clause. These costs must not include costs paid in accordance with Subparagraph (3)(b) of this Paragraph;

(iv) the reasonable settlement costs of Contractor including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Agreement for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this Agreement. The total sum to be paid Contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of Contractor reduced by the amounts of payments otherwise made and the contract price of work not terminated. Cost claimed, agreed to, or established under Subparagraph (b) and (c) of this Paragraph shall be in accordance with Article 7 (Cost Principles) of the Guam Procurement Regulations.

43. STOP WORK ORDER/SUSPENSION OF SERVICES:

A. **Suspension for Convenience.** The Procurement Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the services for such period of time as may be appropriate for the convenience of PAG.

B. **Adjustment of Cost.** If the performance of all or any part of the services is, for an unreasonable period of time, suspended, delayed, or interrupted by an act of the Procurement Officer in the administration of the awarded contract, or by the failure of the Procurement Officer to act within the time specified in this Agreement (or if no time is specified, within reasonable time), an adjustment shall be made for any increase in the cost of performance

of the contract necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent: (a) that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor; or (b) for which an adjustment is provided for or excluded under any other provision of the contract.

- C. **Time Restriction on Claim.** No claim under this clause shall be allowed: (a) for any costs incurred more than twenty (20) days before the Contractor shall have notified the Procurement Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and (b) Unless the claim is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment under the contract.
- D. **Adjustments of Price.** Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this Agreement.

44. STANDARD PRICE ADJUSTMENT CLAUSE:

- A. **Price Adjustment Methods.** Any adjustment in contract price pursuant to the awarded contract shall be made in one or more of the following ways:
 - 1) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
 - 2) by unit prices specified in the Bid, Proposal, contract, or as subsequently agreed upon;
 - 3) by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract or subsequently agreed upon;
 - 4) in such other manner as the parties may mutually agree; or
 - 5) in the absence of an agreement between the parties, by a unilateral determination by the Procurement Officer of costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as computed by the Procurement Officer in accordance with generally accepted accounting principles and applicable sections under Chapter 7 (Cost Principles) of the Guam Procurement Regulations and subject to the provisions of Article 5, Chapter 5 of 5 GCA (Legal and Contractual Remedies) of the Guam Procurement Law.
- B. **Submission of Cost or Pricing Data.** The Contractor shall submit cost or pricing data for any price adjustments subject to the provision of Section 3118 (Cost or Pricing Data) of the Guam Procurement Regulations. The PAG may require the Contractor to provide invoices, paid bills, or any other proof it deems appropriate to determine compliance with this provision.
- C. **Price Adjustment for Inaccurate Cost or Pricing Data.** Any Change Order, Amendment, or modification to this Agreement which increases the price of the contract shall be adjusted to exclude any significant sums by which the PAG finds that such price was increased because the contractor- furnished cost or pricing data was inaccurate, incomplete or not current as of the date agreed upon between the Parties. The price shall also be adjusted to reflect the nonpayment by the Contractor of any taxes which would have been paid by the Contractor were it not for the exclusion provided by 11 GCA § 26203(k)(14) (Business Privilege Tax). Adjustments shall conform to the Defective Cost or Pricing Data Clause of the Guam Procurement Rules and Regulations.

45. CLAIMS BASED UPON PROCUREMENT OFFICER'S ACTIONS OR OMISSIONS:

- A. **Notice of Claim.** If any action or omission on the part of the Procurement Officer, requiring performance changes within the scope of the solicitation or awarded contract constitutes the basis for a claim by Contractor for additional compensation, damages, or an extension of time for completion, Contractor shall continue with performance of the contract in compliance with the directions or orders of the Procurement Officer, but by so doing, Contractor shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:
 - (1) Contractor shall have given written notice to the Procurement Officer:
 - (a) prior to the commencement of the work involved, if at that time, Contractor knows of the occurrence of such action or omission;
 - (b) within 30 days after Contractor knows of the occurrence of such action or omission, if Contractor did not have such knowledge prior to the commencement of the work; or
 - (c) within such further time as may be allowed by the Procurement Officer in writing.

This notice shall state that Contractor regards the act or omission as a reason which may entitle Contractor to additional compensation, damages, or an extension of time. The Procurement Officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Procurement Officer.

- (2) The notice required by Subparagraph (A) of this Paragraph describes as clearly as practicable at the time the reasons why Contractor believes that additional compensation, damages, or an extension of time may be remedies to which Contractor is entitled; and
- (3) Contractor maintains and, upon request, makes available to the Procurement Officer within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.

- B. **Limitations of Clause.** Nothing herein contained, however, shall excuse Contractor from compliance with any rules of law precluding any government of Guam officers and any contractors from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the solicitation or awarded contract

46. **REMEDIES:** Any dispute arising under or out of the awarded contract is subject to the provisions of Article 9 (Legal and Contractual Remedies of Guam's Procurement Law, and Chapter 9 of the Guam Procurement Regulations.
47. **MANDATORY DISPUTES CLAUSE:**
- A. PAG and the Bidder/Contractor agree to attempt resolution of all controversies which arise under, or are by virtue of, this procurement and any resulting contract through mutual agreement. If the controversy is not resolved by mutual agreement, then the Bidder/Contractor shall request the government in writing to issue a final decision within sixty days after receipt of the written request. If the government does not issue a written decision within sixty days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Bidder/Contractor may proceed as though the government had issued a decision adverse to the Bidder/Contractor.
 - B. PAG shall immediately furnish a copy of the decision to the Bidder/Contractor, by certified mail with a return receipt requested, or by any other method that provides evidence of receipt.
 - C. PAG's decision shall be final and conclusive, unless fraudulent or unless the Bidder/Contractor appeals the decision.
 - D. This subsection applies to appeals of the PAG's decision on a dispute. For money owed by or to the PAG under the contract, the Contractor shall appeal the decision in accordance with the Government Claims Act by initially filing a claim with the Office of the Attorney General no later than eighteen months after the decision is rendered by the PAG or from the date when a decision should have been rendered. For all other claims by or against the PAG arising under this procurement or awarded contract, the Office of the Public auditor has jurisdiction over the appeal from the decision of the PAG. Appeals to the Office of the Public Auditor must be made within sixty days of the PAG's decision or from the date the decision should have been made.
 - E. The Bidder/Contractor shall exhaust all administrative remedies before filing an action in the Superior Court of Guam in accordance with applicable laws.
 - F. The Bidder/Contractor shall comply with PAG's decision and proceed diligently with performance of the Agreement pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, the awarded contract, except where the Contractor claims a material breach of the Agreement by the PAG. However, if the PAG determines in writing that continuation of services under the awarded contract is essential to the public's health or safety, then the Contractor shall proceed diligently with performance of the contract notwithstanding any claim of material breach by the PAG.
48. **STATUTORY INTEREST CLAUSE:** Interest on amounts ultimately determined to be due to Bidder/Contractor or the government of Guam or the PAG shall be payable at the statutory rate applicable to judgments from the date the claim arose through the date of decision or judgment, whichever is later.

**GOVERNMENT OF GUAM
SELECTED TERMS AND CONDITIONS**

- ☒ 1. **SCHEDULE FOR DELIVERY:** Successful bidder shall notify the PORT AUTHORITY OF GUAM, Telephone No. 477-5931 ext. 252, at least twenty-four (24) hours before delivery of any item under this solicitation.
- ☒ 2. **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 any time or location. 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.
- ☒ 3. **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.
- ☒ 4. **INSURANCE COVERAGE REQUIRED:** The amount of insurance required shall be determined by the Port's General Manager depending upon the type of activity conducted, or to be conducted by the owners or operators of vehicles entering the Port's facilities other service providers accessing on foot.
- A. Commercial General Liability including Broad Form Property Damage and Contractual Liability \$1,000,000.00 combined single limit of liability
- B. Worker's Compensation – Statutory
- C. Automobile Liability - \$1,000,000.00 combined single limit of liability
- Insurance Company:*** The insurance coverage(s) must be issued by those insurance companies who are licensed to do business on Guam, as determined by the Insurance Commissioner of the Department of Revenue and Taxation.
- Additional Insurance Provision:*** All Commercial insurance policies possessed by owners or operators of vehicles entering or using the Port's facilities and/or grounds must name the Port as an additional Insured in their policies and specify that the Port shall be given at least thirty (30 days' prior written notice of any cancellation, material change or reduction in coverage.
- Proof of Insurance:*** An Insurance Certificate must be issued listing all the vehicles, equipment, trucks covered under the insurance policy and filed with the Port Police Division. The insurance should include; Name of the Insured (The Port must be shown as an Additional Insured on all Commercial insurance policies):
- Policy Number:
- Effective Date of Policy
 - Limits of Insurance
 - Description of Coverage Provided; and
 - Name of Issuing Company
- A certified copy of the Insurance Certificate must be carried in each vehicle, equipment and/or truck entering the Port facilities. This proof of insurance must be provided to the Port Police Division on an annual basis at least ten (10) days before the insurance policy expires.
- Notice of Loss:*** In the event a Port tenant or user is involved in an accident within the Port's facilities or while on Routes 11A or 11B (Cabras Highway) and results in bodily injury or property damage, the Port Police Division must be immediately notified.
- Workers' Compensation:*** All business entitles entering or using the Port's facilities must also possess Workers' Compensation Insurance coverage as prescribed by Guam laws and copies of such Certificate of Insurance are to be filed with the Port Police Division. Each certification shall specify that the Port shall be given at least thirty (30) days prior written notice of any cancellation, material change or reduction in coverage.
- Interchange Agreement:*** In lieu of fulfilling the maximum insurance requirements listed herein, the Port user must provide to the Port a current Interchange Agreement. The primary company must have fulfilled the maximum insurance requirements listed above. The Interchange Agreement must specifically state and name the Port user as additional insured and the duration of coverage. The Port must be notified thirty (30) days prior written notice of any cancellation, materials change or reduction in coverage.
- ☒ 5. **MULTI-TERM CONTRACT:** The contract to be offered under this solicitation is a multi-term contract. Any contract awarded under this IFB is subject to the availability of certified funds. The Procurement Officer will notify the Contractor on a timely basis whether the funds are, or are not, available for the continuation of the contract for each succeeding fiscal period. In the event that funds are not available for any succeeding fiscal period, the contract shall be cancelled; however, this does not affect either Party's right to terminate under the termination clauses of the contract. If cancelled, contractor will be reimbursed its unamortized reasonably incurred non-recurring costs. Bidders must submit prices for the entire time of performance of the contract, and shall submit a unit price for each supply and service. Unit prices shall be the same throughout the performance of the contract.
- ☒ 6. **CONTACT FOR CONTRACT ADMINISTRATION:** The successful bidder that receives a contract as a result of this Solicitation, shall designate a person whom we may contact for prompt administration.

- ☒ 7. **FIRM FIXED-PRICE TYPE OF CONTRACT:** The contract awarded under this solicitation shall be a firm fixed-price contract, with firm fixed prices for all bid items and unit prices submitted by the awarded bidder. These unit prices and the price of the contract are not subject to adjustment because of variations in the contractor's cost of performing the work specified in the contract.
- ☐ 8. **FIXED-PRICE WITH PRICE ADJUSTMENT TYPE OF CONTRACT:** The contract awarded under this solicitation shall be a fixed-price with price adjustment contract, with firm fixed prices for all bid items and unit prices submitted by the awarded bidder. These unit prices and the price of the contract are not subject to adjustment because of variations in the contractor's cost of performing the work specified in the contract.
- ☐ 9. **FEDERAL GSA SCHEDULES:** The Port Authority of Guam is accepting Federal GSA pricing inclusive with shipping cost to Guam. If the bid pricing existing on the Federal GSA website from a qualified vendor for qualifying items on the date of opening of the bids, plus the confirmed price of shipping costs to Guam, confirmed after the opening of the bids, is the lowest price, then the contract will be awarded to that vendor. If this price is lowest in accordance with 5GCA § 5122, then the contract must be awarded to that vendor.
- ☐ 10. **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.
- ☐ 11. **INDEFINITE QUANTITY:** The contract offered under this solicitation is for an indefinite number of supplies or services to be furnished as specified or as ordered, and establishes firm fixed unit prices for the term of the contract. Bidders agree to furnish all supplies and services at these fixed prices for the duration of the contract.
- ☒ 12. **"ALL OR NONE" BIDS:** By law, any bids that purports to limit acceptance to the entire bid shall be deemed non-responsive. Bidders shall not require the Government to accept or award on all bid items. However, by checking this item, the Government is requesting that the bidders submit bids on all of the bid items or none at all. The Government may award on any portion of the bid if it is determined to be in the best interests of the Government.
- ☐ 12. **MULTIPLE OR ALTERNATE BIDS:** By checking this item, the Government is allowing bidders to submit multiple or alternate bids. If this item is not checked, multiple or alternate bids will be rejected, provided that if a bidder clearly indicated a base bid, it shall be considered for award as though it were the only bid submitted by the bidder. 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.
- ☐ 13. **MULTIPLE AWARDS:** Multiple awards shall be issued for this IFB on the basis of the lowest responsive and responsible bidder per line item. Any such awards shall be limited to the least number of suppliers necessary to meet the valid requirements of using agencies. The actual requirements of all users that can be met under the contract must be obtained in accordance with the contract, provided, that: (A) the Government reserves the right to take bids separately if a particular quantity requirement arises which exceeds its normal requirement or an amount specified in the contract; (B) the Government reserves the right to take bids separately if the Chief Procurement Officer, the Director of Public Works, or the head of a Purchasing Agency approves a finding that the supply or service available under the contract will not meet a nonrecurring special need of the territory; and (C) The Government is allowed to procure supplies produced, or services performed, incidental to the Government's own programs as may be available when such supplies or services satisfy the need.
- ☒ 14. **BID SECURITY REQUIREMENT:** Pursuant to 5 GCA § 5212, for all competitive sealed bidding for the procurement of supplies or services exceeding \$25,000.00, Bid Security in the amount of 15% of the total bid price must accompany the bid, unless bidder is exempted from this requirement by U.S. federal law. Bidder is required to submit Bid Security in the form of a Bid Bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, standby irrevocable letter of credit, or, under U.S. Treasury Department regulations, certain bonds or notes of the United States. The Bid Security shall be submitted in the same bid envelope or submission with Bidder's Priced Bid for Phase II of the solicitation, to be held by the Government pending award. The Bid Security must be in United States Dollars and made payable to the Treasurer of Guam in the amount of fifteen percent (15%) of the total bid price. Any Bid Bond must be submitted on the Bid Bond Form contained in this solicitation. Personal Checks will not be accepted as Bid Security. If a successful Bidder withdraws from the bid or fails to enter into a contract within the prescribed time, the Bid Security will be forfeited to the Government in accordance with the laws of Guam. The Bid Security that shall be held until complete delivery of the supplies or services by the successful bidder is deemed to be satisfactory to adequately protect the best interests of the government of Guam from default, and thus, no separate performance bond shall be required of the successful bidder on a contract for supplies or services. Bids will be rejected if not accompanied by acceptable Bid Security. For detailed information on bonding matters, contact the Guam Department of Revenue and Taxation.
- ☒ 15. **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. In addition, the Government will hold the Vendor liable and will enforce the requirements as set forth in the General Terms and Conditions of this IFB.
- ☐ 16. **SURETY BONDS:** Bid and Bid Bond coverage must be signed or countersigned in Guam by a foreign or alien surety's resident general agent.
- ☐ 17. **BRAND NAME OR EQUAL SPECIFICATION:** Use of the brand name herein is for the purpose of describing the quality, performance, compatibility, and characteristics desired and is not intended to limit competition. Any reference in the solicitation to the brand name and/or numbers is due to lack of satisfactory specification or general commodity description. Such reference is intended to be descriptive, but not restrictive, and is used for the sole purpose of providing prospective bidders with a description of the item(s) or service(s) that will be satisfactory. Bids on comparable items will be considered, provided the bidder clearly states in the bid the exact articles being offered and how it differs from the original specification.

- ☐ 18. **BRAND NAME SPECIFICATION:** A particular brand name, product, or feature of a product peculiar to one manufacturer has been designated in the specifications. It has been determined that this particular brand name, product, or feature is essential to the Government's needs and bidders must offer the specified brand name, product, or feature in their bid.
- ☒ 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, if such literature is available from the manufacturer in the ordinary course of business. The literature furnished must clearly identify the item(s) in the Bid. The descriptive literature is required to establish, for the purpose of evaluation the required characteristics of the item(s) bid. However, **if this item is NOT checked** bid samples or descriptive literature should not be submitted unless expressly requested and, regardless of any attempt by a bidder to condition the bid on any unsolicited bid samples, or descriptive literature, which are submitted at the bidder's risk, may not be examined or tested, and will not be deemed to vary any provisions of the IFB.
- ☐ 20. **SAMPLES:** Sample(s) of item(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The sample(s) should represent exactly what the bidder proposes to furnish and will be used to determine if the item(s) offered complies with the specifications. Rejection of the Bid will be required if the sample(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the sample(s) by the time specified in the Solicitation will require rejection of the Bid.
- ☐ 21. **LABORATORY TEST:** Successful bidder is required to accompany delivery of his goods with a Laboratory Test Report indicating that the product he is furnishing the Government meets with the specifications. This report is on the bidder's account and must be from a certified Testing Association.
- ☐ 22. **MARKING:** If awarded, 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.
- ☐ 23. **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.
- ☐ 24. **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.
- ☐ 25. **SAFETY INSPECTION:** All motor vehicles delivered under this contract must pass the Government of Guam Vehicle Inspection before delivery at destination.
- ☒ 26. **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 30a, 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.**
- ☒ 27. **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 4 (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 the delay.
- ☒ 28. **INSTALLMENT PAYMENTS:** Payments under the contract awarded under this solicitation shall be made in installments pursuant to 2 GAR, Div. 4, § 3106.
- ☒ 29. **EXTENSION AND RENEWALS CLAUSE:** Extension or Renewal Terms. At the sole option of the Port Authority of Guam, and upon satisfactory performance by the Bidder/Contractor, the awarded contract may be extended or renewed for any number of time period(s) determined to be in the best interests of the government of Guam, as specified in this solicitation, for the purposes of continuity of services. Any Renewal Term shall not be subject to negotiation, but shall be a renewal of the entire contract on the exact same time frame, terms, conditions, and pricing as in effect under the Initial Term of the

awarded contract. Any Extension shall not be subject to negotiation, but shall be an extension of the contract on the same terms, conditions, and pricing in effect under the awarded contract, for a new time frame, as specified in the solicitation.

All Extension or Renewal Terms are subject to the availability of additional funds. Unless cancelled for lack of funds, terminated, renewed, or extended prior to expiration, the contract shall expire at the end of the stated Initial term or at the end of any subsequent Extension or Renewal Term exercised by the PAG. Exercise of any option to extend or renew is always at the Government's discretion only, and not subject to agreement or acceptance by the contractor, pursuant to 2 GAR, Div. 4, § 3119(k)(1).

- ☒ 30. **VARIATIONS IN ESTIMATED QUANTITIES:** Variations Requiring Adjustments. Where the quantity of a pay item in this contract is an estimated quantity and where the actual quantity of such pay item varies more than 15% above or below the estimated quantity stated in this contract, an adjustment in the contract price shall be made upon demand of either party. The adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115% or below 85% of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Director of Public Works or the head of the Purchasing Agency shall, upon receipt of a timely written request for an extension of time, prior to the date of final settlement of the contract, ascertain the facts and make such adjustment for extending the completion date as in the judgment of the Director of Public Works or the head of the Purchasing Agency the findings justified. (2) Adjustments of Price. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.
- ☒ 31. All other agencies or instrumentalities of the executive branch and the Judiciary of Guam shall be eligible users of the awarded contract(s) under this IFB. In the event that other agencies within the government of Guam have the same requirements, upon notifications and acceptance, the effective price of said bid shall be used as a confirm price for purchase orders issued by those using agencies. All terms and conditions of this solicitation shall apply to such purchases. This additional requirement shall not exceed the term of the contract awarded under this solicitation.

GOVERNMENT OF GUAM
SEALED BID SOLICITATION INSTRUCTIONS

PAG recommends that prospective bidders register current contact information with PAG to ensure they receive any notices regarding any changes or update to the IFB. The procuring agency and PAG will not be liable for failure to provide notice to any party who did not register current contact information.

ALL QUESTIONS AND CONCERNS in regards to this bid must be addressed to the Port Authority of Guam's General Manager: Rory J. Respicio rjrespicio@portofguam.com, Attention: Mark A. Cabrera macabrera@portofguam.com, and Denise J. Calvo djcalvo@portofguam.com no later than **FRIDAY, JULY 18, 2025 AT 4:00 P.M.**

No Entitlement to Preparation Costs – the bidder expressly waives any right it may have against the government for any expenses incurred in connection with the preparation of its bid.

1. **BID FORMS:** Each bidder shall be provided with one (1) set 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 5 GCA § 10203 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 PORT AUTHORITY OF GUAM (EO 86-24).
2. **PREPARATIONS OF BIDS:**
 - 2.0 Bidders are required to examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at bidder's risk.
 - 2.1 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.
 - 2.2 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.
 - 2.3 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.
 - 2.4 No Entitlement to Preparation Costs – the bidder expressly waives any right it may have against the government for any expenses incurred in connection with the preparation of its bid.
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. Any information that changes the terms and conditions of the IFB will be issued in writing as an amendment to the Solicitation pursuant to 2 GAR Div.4 §3109.
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 or electronic bids will not be considered unless authorized by the Solicitation. However, bids may be modified or withdrawn by written, electronic, 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 in this solicitation. Regardless of any attempt by a bidder to condition the bid, unsolicited samples or descriptive literature will not be examined or tested and are submitted at the bidder's risk, and will not be deemed to vary any of the provisions of this Solicitation.
 - e) If multiple or alternate bids are allowed under this solicitation, only the base bid shall be considered for award as though it were the only bid submitted by the bidder. The alternate bid can only be considered for award if the base bid was the lowest responsive and responsible bid received. If submitting an alternate bid, it must be in a separate envelope and clearly labeled "ALTERNATE BID," failure to do so may be grounds for rejection.

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. **MODIFICATION OR WITHDRAWAL OF BIDS:** Bids may be modified or withdrawn only as provided under Guam's Procurement Law and Guam's Procurement Regulations. The Government reserves the right to waive any minor informalities as provided under Guam's Procurement Law and Guam's Procurement Regulations.
8. **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 2 GAR, Div.4 §3109(k)).
 - 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 Government personnel directly serving the procurement activity.
9. **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.
10. **GOVERNMENT FURNISHED PROPERTY:** No material, labor or facilities will be furnished by the Government unless otherwise provided for in the Solicitation.
11. **SELLER'S 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.
12. **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 13, 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 2 GAR, Div.4 §3109(k)).
13. **CONFIDENTIAL DATA:** If a bidder considers any information submitted in its bid to be confidential, the bidder must identify in writing to the Government those portions which it considers confidential, and must request in writing that those portions be kept confidential. Only trade secrets and proprietary data will be considered confidential. If there is a request for confidentiality, the Government will render a decision on the request as soon as practicable after bids are opened. The Government will advise any bidder requesting confidentiality, of the Government's decision in writing. If the Government does not agree with a bidder's request, then the Government will inform the bidder that it may dispute any part of the Government's decision pursuant to Chapter 9 of the Guam Procurement Regulations.

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	PRICE EXTENSION
1.	10'X10' CANOPY WITH LOGO	450	EA	\$ _____	\$ _____

GENERAL: These specifications have been written, to describe minimum Equipment and performance requirements to be supplied by the equipment manufacture bidding. Reasonable test may be conducted upon delivery before acceptance. The successful bidder shall furnish all necessary and desirable information And Instructions for the proper operation of the equipment. The government reserves the right to accept and/or reject any and all bids, to waive any defects, irregularities, or specification discrepancies and to award the bid as council deems to be in the best interest of the government.

SPECIFICATIONS:

1. SIZE – 10’ X 10’ CANOPY
2. CANOPY MATERIAL – 420 D CLOTH
3. POLE MATERIAL – STEEL METAL, ANTI-RUST SPRAY PAINT
4. POLE HEIGHT – 4 ADJUSTABLE HEIGHT POSITIONS – 5.5’/ 6.0’/6.2’/6.5’
5. POLE SIZE – 1 1 /4 “
6. POLE DIAMETER – 1/16” AND 10MM
7. CANOPY WITH VELCRO STRAPS ATTACHMENTS
8. PORT LOGO 6’X 6’ TO BE PRINTED ON ONE SIDE OF CANOPY (FRONT LARGE AREA)
9. CANOPY COLOR – PREMIUM GREY
10. LOGO COLORS – BLUE AND GOLD (SAMPLE OF PRINT BELOW)

BIDDING ON/REMARKS:



DELIVERY:

THE BIDDER SHALL DELIVER 450 CANOPIES WITHIN 45 DAYS TO THE PORT AUTHORITY OF GUAM.

BIDDING ON:

Manufacturer: _____

Model Number: _____

Year: _____

Specifications: _____

Date of Delivery: _____

THE ABOVE SPECIFICATIONS WERE DEVELOPED BY THE STAFF OF PORT AUTHORITY OF GUAM, HUMAN RESOURCES, BONNIE RIOS, ADMINISTRATIVE ASSISTANT, AND SHAWN B. CEPEDA, PERSONNEL SERVICES ADMINISTRATOR.