



PORT OF GUAM
ATURIDATI PUETTON GUAHAN
Jose D. Leon Guerrero Commercial Port
1026 Cabras Highway, Suite 201, Piti, Guam 96925
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Lourdes A. Leon Guerrero
Governor of Guam
Joshua F. Tenorio
Lieutenant Governor

Accountability * Impartiality * Competence * Openness * Value

INVITATION FOR BID NO.: IFB PAG-012-23

**DESCRIPTION:
PAG Generator Maintenance & Sustainment**

SPECIAL REMINDER TO PROSPECTIVE BIDDERS

Bidders are reminded to read the Sealed Bid Solicitation and Instructions, and General Terms and Conditions attached to the IFB to ascertain that all of the following requirements checked below are submitted in the bid envelope, in duplicate (one marked original with other marked copy), and (1) electronic copy, at the date and time for bid opening.

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

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

On this _____ day of _____, 2022, I, _____,

authorized representative of _____ acknowledge receipt of this special reminder to prospective bidders with the above referenced IFB.

Bidder Representative's Signature

INVITATION FOR BID NO.: IFB-PAG-012-23

PAG Generator Maintenance & Sustainment

ACKNOWLEDGEMENT RECEIPT FORM

Please be advised that to be considered a prospective bidder you must fill out this Acknowledgement receipt form. Please submit by fax form to [\[671\] 472-1439](tel:6714721439) or email to [:macabrera@portofguam.com](mailto:macabrera@portofguam.com), and pagprocurement@portofguam.com

Acknowledgement Receipt Form must be submitted no later than three (3) days upon receipt of IFB package.

Name _____
Signature _____
Date _____
Time _____
Contact Number _____
Fax Number _____
Contact Person regarding IFB _____
Title _____
E-Mail Address _____
Company/Firm _____
Address _____

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

All questions and concerns in regards to this bid must be submitted to the PORT AUTHORITY OF GUAM via fax or email, attention to the GENERAL MANAGER no later than Monday, March 13, 2023 by the close of business at 5:00pm. Your inquiry may be sent by fax to (671)472-1439, or emailed to rjrespicio@portofguam.com and copied to pagprocurement@portofguam.com, algsablan@portofguam.com, and macabrera@portofguam.com.

INVITATION FOR BID


RORY J. RESPICIO
GENERAL MANAGER

ISSUING OFFICE:
PORT AUTHORITY OF GUAM
GOVERNMENT OF GUAM
1026 CABRAS HIGHWAY, SUITE 201,
PITI, GUAM 96925

DATE ISSUED: March 6, 2023

BID INVITATION NO: IFB-PAG-012-23

BID FOR: PAG Generator Maintenance and Sustainment

SPECIFICATION: **SEE BELOW**

DESTINATION: PORT AUTHORITY OF GUAM

REQUIRED DELIVERY DATE: For a period of one (1) year with two (2) additional one year options to renew subject to the availability of funds.

INSTRUCTION TO BIDDERS:

INDICATE WHETHER: INDIVIDUAL PARTNERSHIP CORPORATION

INCORPORATED IN: _____

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) **2:00 PM** Date: **MONDAY, March 20, 2023** and shall be publicly opened. Bid submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions, and Sealed Bid Solicitation for details.

The undersigned offers and agrees to furnish within the time specified, the articles and services at the price stated opposite the respective items listed on the schedule provided, unless otherwise specified by the bidder. In consideration to the expense of the Government in opening, tabulating, and evaluating this and other bids, and other considerations, the undersigned agrees that this bid remain firm and irrevocable within 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: _____

CONTRACTING OFFICER:

RORY J. RESPICIO
GENERAL MANAGER

NAME AND ADDRESS OF CONTRACTOR:

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS CONTRACT:

GOVERNMENT OF GUAM

THE PORT AUTHORITY OF GUAM
1026 Cabras Highway, Suite 201
Piti, Guam 96925

BID BOND

NO. _____

KNOW ALL MEN BY THESE PRESENTS that _____, as Principal hereinafter called the Principal, and (Bonding Company), _____ A duly admitted insurer under the laws of the Territory of Guam, as Surety, hereinafter called the Surety are

Held firmly bound unto the Territory of Guam for the sum of _____ Dollars (\$ _____), for Payment of which sum will and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

Signed and sealed this _____ day of _____ 2022

(PRINCIPAL)

(SEAL)

(WITNESS)

(TITLE)

(MAJOR OFFICER OF SURETY)

(MAJOR OFFICER OF SURETY)

(TITLE)

(TITLE)

AGENT

(RESIDENT GENERAL

INSTRUCTION TO PROVIDERS:

NOTICE to all Insurance and Bonding Institutions:

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

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

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

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

SPECIAL PROVISIONS

RESTRICTION AGAINST SEX OFFENDERS EMPLOYED BY SERVICES PROVIDERS TO GOVERNMENT OF GUAM FROM WORKING ON GOVERNMENT PROPERTY

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

Date

Signature of Bidder

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

Subscribed and sworn before me this _____ day of _____, 2022

Notary Public

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

Procurement No: **JFB PAG-012-23** PAG Generator Maintenance and Sustainment

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

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

Wage Determination No.: 2015-5693
 Daniel W. Simms Division of | Revision No.: 18
 Director Wage Determinations | Date Of Last Revision: 12/27/2022

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 \$16.20 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 2023.

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
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.27***
01012 - Accounting Clerk II		16.02***
01013 - Accounting Clerk III		17.93
01020 - Administrative Assistant		21.43
01035 - Court Reporter		17.40
01041 - Customer Service Representative I		12.66***
01042 - Customer Service Representative II		14.23***
01043 - Customer Service Representative III		15.53***
01051 - Data Entry Operator I		12.15***
01052 - Data Entry Operator II		13.25***
01060 - Dispatcher, Motor Vehicle		17.39
01070 - Document Preparation Clerk		13.85***
01090 - Duplicating Machine Operator		13.85***
01111 - General Clerk I		11.08***
01112 - General Clerk II		12.09***
01113 - General Clerk III		13.57***
01120 - Housing Referral Assistant		19.39
01141 - Messenger Courier		11.37***
01191 - Order Clerk I		12.57***
01192 - Order Clerk II		13.71***
01261 - Personnel Assistant (Employment) I		15.95***
01262 - Personnel Assistant (Employment) II		17.85
01263 - Personnel Assistant (Employment) III		19.89
01270 - Production Control Clerk		22.97
01290 - Rental Clerk		11.10***
01300 - Scheduler, Maintenance		15.55***
01311 - Secretary I		15.55***
01312 - Secretary II		17.40
01313 - Secretary III		19.39
01320 - Service Order Dispatcher		15.40***
01410 - Supply Technician		21.43
01420 - Survey Worker		16.96

01460 - Switchboard Operator/Receptionist		10.78***
01531 - Travel Clerk I	13.01***	
01532 - Travel Clerk II	14.12***	
01533 - Travel Clerk III	15.09***	
01611 - Word Processor I	14.53***	
01612 - Word Processor II	16.31	
01613 - Word Processor III	18.26	
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		17.01
05010 - Automotive Electrician	15.97***	
05040 - Automotive Glass Installer	14.94***	
05070 - Automotive Worker	14.94***	
05110 - Mobile Equipment Servicer	12.82***	
05130 - Motor Equipment Metal Mechanic		17.01
05160 - Motor Equipment Metal Worker		14.94***
05190 - Motor Vehicle Mechanic		17.01
05220 - Motor Vehicle Mechanic Helper		11.73***
05250 - Motor Vehicle Upholstery Worker		13.90***
05280 - Motor Vehicle Wrecker		14.94***
05310 - Painter, Automotive	15.97***	
05340 - Radiator Repair Specialist		14.94***
05370 - Tire Repairer	12.67***	
05400 - Transmission Repair Specialist		17.01
07000 - Food Preparation And Service Occupations		
07010 - Baker	10.89***	
07041 - Cook I	14.44***	
07042 - Cook II	16.84	
07070 - Dishwasher	9.35***	
07130 - Food Service Worker		9.69***
07210 - Meat Cutter	12.13***	
07260 - Waiter/Waitress		9.45***
09000 - Furniture Maintenance And Repair Occupations		
09010 - Electrostatic Spray Painter		18.04
09040 - Furniture Handler	10.95***	
09080 - Furniture Refinisher		18.04
09090 - Furniture Refinisher Helper		13.27***
09110 - Furniture Repairer, Minor		15.70***
09130 - Upholsterer		18.04
11000 - General Services And Support Occupations		
11030 - Cleaner, Vehicles	9.35***	
11060 - Elevator Operator		9.54***
11090 - Gardener	14.28***	
11122 - Housekeeping Aide		9.54***
11150 - Janitor	9.54***	
11210 - Laborer, Grounds Maintenance		10.79***
11240 - Maid or Houseman		9.39***
11260 - Pruner	9.66***	
11270 - Tractor Operator		13.07***
11330 - Trail Maintenance Worker		10.79***
11360 - Window Cleaner		10.66***
12000 - Health Occupations		
12010 - Ambulance Driver	18.23	
12011 - Breath Alcohol Technician		18.23
12012 - Certified Occupational Therapist Assistant		25.01
12015 - Certified Physical Therapist Assistant		25.01
12020 - Dental Assistant	17.94	
12025 - Dental Hygienist	39.73	
12030 - EKG Technician	27.43	
12035 - Electroneurodiagnostic Technologist		27.43
12040 - Emergency Medical Technician		18.23
12071 - Licensed Practical Nurse I		16.30
12072 - Licensed Practical Nurse II		18.23
12073 - Licensed Practical Nurse III		20.32
12100 - Medical Assistant	12.26***	
12130 - Medical Laboratory Technician		18.82
12160 - Medical Record Clerk	14.97***	
12190 - Medical Record Technician		17.77
12195 - Medical Transcriptionist		16.30
12210 - Nuclear Medicine Technologist		40.06
12221 - Nursing Assistant I	12.21***	
12222 - Nursing Assistant II	13.73***	
12223 - Nursing Assistant III	14.98***	
12224 - Nursing Assistant IV		16.82
12235 - Optical Dispenser		18.23
12236 - Optical Technician		16.30
12250 - Pharmacy Technician		15.49***
12280 - Phlebotomist	16.30	

12305 - Radiologic Technologist	27.43	
12311 - Registered Nurse I	23.18	
12312 - Registered Nurse II	28.36	
12313 - Registered Nurse II, Specialist	28.36	
12314 - Registered Nurse III	34.32	
12315 - Registered Nurse III, Anesthetist	34.32	
12316 - Registered Nurse IV	41.13	
12317 - Scheduler (Drug and Alcohol Testing)		22.58
12320 - Substance Abuse Treatment Counselor		22.58
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I	21.42	
13012 - Exhibits Specialist II	26.53	
13013 - Exhibits Specialist III	32.45	
13041 - Illustrator I	21.42	
13042 - Illustrator II	26.53	
13043 - Illustrator III	32.45	
13047 - Librarian	29.38	
13050 - Library Aide/Clerk	17.05	
13054 - Library Information Technology Systems Administrator		26.53
13058 - Library Technician	18.11	
13061 - Media Specialist I	19.15	
13062 - Media Specialist II	21.42	
13063 - Media Specialist III	23.87	
13071 - Photographer I	19.15	
13072 - Photographer II	21.42	
13073 - Photographer III	26.53	
13074 - Photographer IV	32.45	
13075 - Photographer V	39.27	
13090 - Technical Order Library Clerk		21.42
13110 - Video Teleconference Technician		19.15
14000 - Information Technology Occupations		
14041 - Computer Operator I	15.71***	
14042 - Computer Operator II	17.22	
14043 - Computer Operator III	19.19	
14044 - Computer Operator IV	21.33	
14045 - Computer Operator V	23.62	
14071 - Computer Programmer I	(see 1)	15.73***
14072 - Computer Programmer II	(see 1)	19.50
14073 - Computer Programmer III	(see 1)	23.84
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	24.23
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		15.71***
14160 - Personal Computer Support Technician		21.33
14170 - System Support Specialist	21.24	
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		24.23
15020 - Aircrew Training Devices Instructor (Rated)		29.32
15030 - Air Crew Training Devices Instructor (Pilot)		34.91
15050 - Computer Based Training Specialist / Instructor		24.23
15060 - Educational Technologist	27.61	
15070 - Flight Instructor (Pilot)	34.91	
15080 - Graphic Artist	20.47	
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		34.91
15086 - Maintenance Test Pilot, Rotary Wing		34.91
15088 - Non-Maintenance Test/Co-Pilot		34.91
15090 - Technical Instructor	17.67	
15095 - Technical Instructor/Course Developer		23.78
15110 - Test Proctor	15.70***	
15120 - Tutor	15.70***	
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler	10.37***	
16030 - Counter Attendant	10.37***	
16040 - Dry Cleaner	11.84***	
16070 - Finisher, Flatwork, Machine	10.37***	
16090 - Presser, Hand	10.37***	
16110 - Presser, Machine, Drycleaning	10.37***	
16130 - Presser, Machine, Shirts	10.37***	
16160 - Presser, Machine, Wearing Apparel, Laundry		10.37***
16190 - Sewing Machine Operator		12.34***
16220 - Tailor	12.83***	
16250 - Washer, Machine	10.86***	
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.46
19040 - Tool And Die Maker	24.46	

21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator	13.96***	
21030 - Material Coordinator	22.97	
21040 - Material Expediter	22.97	
21050 - Material Handling Laborer	11.43***	
21071 - Order Filler	10.62***	
21080 - Production Line Worker (Food Processing)		13.96***
21110 - Shipping Packer	17.12	
21130 - Shipping/Receiving Clerk	17.12	
21140 - Store Worker I	15.38***	
21150 - Stock Clerk	21.62	
21210 - Tools And Parts Attendant	13.96***	
21410 - Warehouse Specialist	13.96***	
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder	25.04	
23019 - Aircraft Logs and Records Technician		19.47
23021 - Aircraft Mechanic I	23.84	
23022 - Aircraft Mechanic II	25.04	
23023 - Aircraft Mechanic III	26.30	
23040 - Aircraft Mechanic Helper	16.58	
23050 - Aircraft, Painter	22.39	
23060 - Aircraft Servicer	19.47	
23070 - Aircraft Survival Flight Equipment Technician		22.39
23080 - Aircraft Worker	21.03	
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		21.03
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II		23.84
23110 - Appliance Mechanic	19.46	
23120 - Bicycle Repairer	15.61***	
23125 - Cable Splicer	21.55	
23130 - Carpenter, Maintenance	17.58	
23140 - Carpet Layer	18.20	
23160 - Electrician, Maintenance	18.21	
23181 - Electronics Technician Maintenance I		18.20
23182 - Electronics Technician Maintenance II		19.46
23183 - Electronics Technician Maintenance III		20.72
23260 - Fabric Worker	16.94	
23290 - Fire Alarm System Mechanic	16.77	
23310 - Fire Extinguisher Repairer	15.61***	
23311 - Fuel Distribution System Mechanic	20.72	
23312 - Fuel Distribution System Operator	15.61***	
23370 - General Maintenance Worker	13.21***	
23380 - Ground Support Equipment Mechanic		23.84
23381 - Ground Support Equipment Servicer		19.47
23382 - Ground Support Equipment Worker		21.03
23391 - Gunsmith I	15.61***	
23392 - Gunsmith II	18.20	
23393 - Gunsmith III	20.72	
23410 - Heating, Ventilation And Air-Conditioning Mechanic		17.88
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)		19.02
23430 - Heavy Equipment Mechanic	19.50	
23440 - Heavy Equipment Operator	17.98	
23460 - Instrument Mechanic	20.72	
23465 - Laboratory/Shelter Mechanic		19.46
23470 - Laborer	11.43***	
23510 - Locksmith	19.46	
23530 - Machinery Maintenance Mechanic		23.13
23550 - Machinist, Maintenance	20.72	
23580 - Maintenance Trades Helper	10.99***	
23591 - Metrology Technician I	20.72	
23592 - Metrology Technician II	22.03	
23593 - Metrology Technician III	23.33	
23640 - Millwright	20.72	
23710 - Office Appliance Repairer	19.46	
23760 - Painter, Maintenance	15.49***	
23790 - Pipefitter, Maintenance	18.39	
23810 - Plumber, Maintenance	17.27	
23820 - Pneudraulic Systems Mechanic		20.72
23850 - Rigger	20.72	
23870 - Scale Mechanic	18.20	
23890 - Sheet-Metal Worker, Maintenance		17.77
23910 - Small Engine Mechanic	18.20	
23931 - Telecommunications Mechanic I		19.76
23932 - Telecommunications Mechanic II		21.01

23950 - Telephone Lineman	18.75	
23960 - Welder, Combination, Maintenance		18.31
23965 - Well Driller	21.13	
23970 - Woodcraft Worker	20.71	
23980 - Woodworker	15.61***	
24000 - Personal Needs Occupations		
24550 - Case Manager	15.01***	
24570 - Child Care Attendant	10.09***	
24580 - Child Care Center Clerk	13.25***	
24610 - Chore Aide	14.06***	
24620 - Family Readiness And Support Services Coordinator		15.01***
24630 - Homemaker	16.12***	
25000 - Plant And System Operations Occupations		
25010 - Boiler Tender	22.79	
25040 - Sewage Plant Operator	22.89	
25070 - Stationary Engineer	22.79	
25190 - Ventilation Equipment Tender		15.72***
25210 - Water Treatment Plant Operator	22.89	
27000 - Protective Service Occupations		
27004 - Alarm Monitor	10.90***	
27007 - Baggage Inspector	9.63***	
27008 - Corrections Officer	13.26***	
27010 - Court Security Officer	13.26***	
27030 - Detection Dog Handler	10.90***	
27040 - Detention Officer	13.26***	
27070 - Firefighter	13.26***	
27101 - Guard I	9.63***	
27102 - Guard II	10.90***	
27131 - Police Officer I	13.26***	
27132 - Police Officer II	14.74***	
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator		13.24***
28042 - Carnival Equipment Repairer		14.46***
28043 - Carnival Worker	9.78***	
28210 - Gate Attendant/Gate Tender		13.18***
28310 - Lifeguard	11.01***	
28350 - Park Attendant (Aide)	14.74***	
28510 - Recreation Aide/Health Facility Attendant		11.84***
28515 - Recreation Specialist	10.26	
28630 - Sports Official	11.74***	
28690 - Swimming Pool Operator	17.71	
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer	26.02	
29020 - Hatch Tender	26.02	
29030 - Line Handler	26.02	
29041 - Stevedore I	24.21	
29042 - Stevedore II	27.82	
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)		41.27
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)		28.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)		31.33
30021 - Archeological Technician I	18.17	
30022 - Archeological Technician II	20.33	
30023 - Archeological Technician III	25.19	
30030 - Cartographic Technician	25.19	
30040 - Civil Engineering Technician	25.19	
30051 - Cryogenic Technician I	27.89	
30052 - Cryogenic Technician II	30.80	
30061 - Drafter/CAD Operator I	18.17	
30062 - Drafter/CAD Operator II	20.33	
30063 - Drafter/CAD Operator III	22.66	
30064 - Drafter/CAD Operator IV	27.89	
30081 - Engineering Technician I	16.19***	
30082 - Engineering Technician II	18.17	
30083 - Engineering Technician III	20.33	
30084 - Engineering Technician IV	25.19	
30085 - Engineering Technician V	30.80	
30086 - Engineering Technician VI	37.27	
30090 - Environmental Technician	25.19	
30095 - Evidence Control Specialist	25.19	
30210 - Laboratory Technician	22.66	
30221 - Latent Fingerprint Technician I	27.89	
30222 - Latent Fingerprint Technician II	30.80	
30240 - Mathematical Technician	25.19	
30361 - Paralegal/Legal Assistant I	19.54	
30362 - Paralegal/Legal Assistant II	24.21	

30363 - Paralegal/Legal Assistant III	29.61	
30364 - Paralegal/Legal Assistant IV	35.83	
30375 - Petroleum Supply Specialist	30.80	
30390 - Photo-Optics Technician	24.12	
30395 - Radiation Control Technician	30.80	
30461 - Technical Writer I	25.19	
30462 - Technical Writer II	30.80	
30463 - Technical Writer III	37.27	
30491 - Unexploded Ordnance (UXO) Technician I		26.22
30492 - Unexploded Ordnance (UXO) Technician II		31.73
30493 - Unexploded Ordnance (UXO) Technician III		38.03
30494 - Unexploded (UXO) Safety Escort	26.22	
30495 - Unexploded (UXO) Sweep Personnel	26.22	
30501 - Weather Forecaster I	27.89	
30502 - Weather Forecaster II	33.93	
30620 - Weather Observer, Combined Upper Air Or	(see 2)	22.66
Surface Programs		
30621 - Weather Observer, Senior	(see 2)	25.19
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot	31.73	
31020 - Bus Aide	8.97***	
31030 - Bus Driver	11.73***	
31043 - Driver Courier	10.26***	
31260 - Parking and Lot Attendant	9.91***	
31290 - Shuttle Bus Driver	11.65***	
31310 - Taxi Driver	11.41***	
31361 - Truckdriver, Light	11.21***	
31362 - Truckdriver, Medium	12.16***	
31363 - Truckdriver, Heavy	16.10***	
31364 - Truckdriver, Tractor-Trailer	16.10***	
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist	15.47***	
99030 - Cashier	9.63***	
99050 - Desk Clerk	9.70***	
99095 - Embalmer	26.22	
99130 - Flight Follower	26.22	
99251 - Laboratory Animal Caretaker I		23.62
99252 - Laboratory Animal Caretaker II		25.80
99260 - Marketing Analyst	21.54	
99310 - Mortician	26.22	
99410 - Pest Controller	14.61***	
99510 - Photofinishing Worker	13.78***	
99710 - Recycling Laborer	17.32	
99711 - Recycling Specialist	23.38	
99730 - Refuse Collector	16.40	
99810 - Sales Clerk	10.15***	
99820 - School Crossing Guard	17.45	
99830 - Survey Party Chief	23.79	
99831 - Surveying Aide	13.53***	
99832 - Surveying Technician	17.58	
99840 - Vending Machine Attendant	23.62	
99841 - Vending Machine Repairer	30.08	
99842 - Vending Machine Repairer Helper		23.62

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20 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.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.80 per hour, up to 40 hours per week, or \$192.00 per week or \$832.00 per month

HEALTH & WELFARE EO 13706: \$4.41 per hour, up to 40 hours per week, or \$176.40 per week, or \$764.40 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, drying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving 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)(ii)). 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)(ii)).

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

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

CITY OF _____)
) ss.
 ISLAND OF GUAM)

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 Affidavit 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, being first duly sworn, depose and say 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:

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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

Subscribed and sworn to before me

This _____ day of _____, 20_____.

Notary Public
My commission expires: _____

**GOVERNMENT OF GUAM
GENERAL TERMS AND CONDITIONS**

SEALED BID SOLICITATION AND AWARD

Only those Boxes checked below are applicable to this bid.

- [X] 1. **AUTHORITY:** This solicitation is issued subject to all the provision of the Guam Procurement Act (5GCA, Chapter 5) and the Guam Procurement Regulations (copies of both are available at the Office of the Complier of laws, Department of Law, copies available for inspection at the PORT AUTHORITY OF GUAM). It requires all parties involved in the Preparation, negotiation, performance, or administration of contracts to act in good faith.
- [X] 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.
- [X] 3. **TAXES:** Bidders are cautioned that they are subject to Guam Income Taxes as well as all other taxes on Guam Transactions. Specific information on taxes may be obtained from the Director of Revenue and Taxation.
- [X] 4. **LICENSING:** Bidders are cautioned that the Government will not consider for award any offer submitted by a bidder who has not complied with the Guam Licensing Law. Specific information on licenses may be obtained from the Director of Revenue and Taxation.
- [X] 5. **LOCAL PROCUREMENT PREFERENCE:** All procurement of supplies and services where possible, will be made from among businesses licensed to do business on Guam in accordance with section 5008 of the Guam Procurement Act (5GCA, Chapter 5) and Section 1-104 of the Guam Procurement Regulations.
- [X] 6. **COMPLIANCE WITH SPECIFICATIONS AND OTHER SOLICITATION REQUIREMENTS:** Bidders shall comply with all specifications and other requirements of the Solicitation.
- [X] 7. **"ALL OR NONE" BIDS:** NOTE: By checking this item, the Government is requesting all of the bid items to be bid or none at all.
The Government will not award on an itemized basis.
- [X] 8. **INDEPENDENT PRICE DETERMINATION:** The bidder, upon signing the Invitation for Bid, certifies that the prices in his bid were derived at without collusion, and acknowledge that collusion and anti-competitive practices are prohibited by law. Violations will be subject to the provision of Section 5651 of that of the Guam Procurement Act. Other existing civil, criminal or administrative remedies are not impaired and may be in addition to the remedies in Section 5651 of the Government code.
- [X] 9. **BIDDER'S PRICE:** The Government will consider not more than two (2) (Basic and Alternate) item prices and the bidder shall explain fully each price if supplies, materials, equipment, and/or specified services offered comply with specifications and the products origin. Where basic or alternate bid meets the minimum required specification, cost and other factors will be considered. Failure to explain this requirement will result in rejection of the bid.
- [X] 10. **BID ENVELOPE:** Envelope shall be sealed and marked with the bidder's name, Bid number, time, date and place of Bid Opening.
- [X] 11. **BID GUARANTEE REQUIREMENT:** Bidder is required to submit a Bid Guarantee Bond or standby irrevocable Letter of Credit or Certified Check or Cashier's Check in the same bid envelope to be held by the Government pending award. The Bid Guarantee Bond, Letter of Credit, Certified Check or Cashier's Check must be issued by any local surety or banking institution licensed to do business on Guam and made payable to the Treasure of Guam in the amount of fifteen percent (15%) of his highest total bid offer. The Bid Bond must be submitted on Government Standard Form BB-1 (copy enclosed). Personal Checks will not be accepted as Bid Guarantee. If a successful Bidder (contractor) withdraws from the bid or fails to enter into contract within the prescribed time, such Bid guarantee will be forfeited to the Government of Guam. Bids will be disqualified if not

accompanied by Bid Bond, Letter of Credit, Certified Check or Cashier's check. Bidder must include in his/her bid, valid copies of a Power of Attorney from the Surety and a Certificate of Authority from the Government of Guam to show proof that the surety company named on the bond instrument is authorized by the Government of Guam and qualified to do business on Guam. For detailed information on bonding matters, contact the Department of Revenue and Taxation. Failure to submit a valid Power of Attorney and Certificate of Authority on the surety is cause for rejection of bid. Pursuant to 5 GCA § 5212, all competitive sealed bidding for the procurement of supplies or services exceeding \$25,000.00 a 15% Bid Security of the total bid price must accompany the bid package. The bid bond, Letter of Credit, Certified Check or Cashier's Check will serve as Bid Security for this procurement.

- [X] 12. **PERFORMANCE GUARANTEE:** Bidders who are awarded a contract under this solicitation, guarantee that goods will be delivered or required services performed within the time specified. Failure to perform the contract in a satisfactory manner may be cause for suspension or debarment from doing business with the Government of Guam. In addition, the Government will hold the Vendor liable and will enforce the requirements as set forth in Section 40 of these General Terms and Conditions.
- [X] 13. **SURETY BONDS:** Bid and Bid Bonds coverage must be signed or countersigned in Guam by a foreign or alien surety's resident general agent. The surety must be an Insurance Company, authorized by the government of Guam and qualified to do business in Guam. Bids will be disqualified if the Surety Company does not have a valid Certificate of Authority from the Government of Guam to conduct business in Guam.
- [X] 14. **COMPETENCY OF BIDDERS:** Bids will be considered only from such bidders who, in the opinion of the Government, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.
- [X] 15. **DETERMINATION OF RESPONSIBILITY OF BIDDERS:** The GENERAL MANAGER reserves the right for securing from Bidders information to determine whether or not they are responsible and to inspect plant site, place of business; and supplies and services as necessary to determine their responsibility in accordance with Section 15 of these General Terms and Conditions.
(2 GAR, Div. 4 § 3116)
- [X] 16. **STANDARD FOR DETERMINATION OF LOWEST RESPONSIBLE BIDDER:**
In determining the lowest responsible offer, the GENERAL MANAGER shall be guided by the following:
- a) Price of items offered.
 - b) The ability, capacity, and skill of the Bidder to perform.
 - c) Whether the Bidder can perform promptly or within the specified time.
 - d) The quality of performance of the Bidder with regards to awards previously made to him.
 - e) The previous and existing compliance by the Bidder with laws and regulations relative to procurement.
 - f) The sufficiency of the financial resources and ability of the Bidder to perform.
 - g) The ability of the bidder to provide future maintenance and services for the subject of the award.
 - h) The compliance with all of the conditions to the Solicitation.
- [X] 17. **TIE BIDS:** If the bids are for the same unit price or total amount in the whole or in part, the GENERAL MANAGER will determine award based on 2 GAR, Div. 4, § 3109(o) (2) or to reject all such bids.
- [X] 18. **BRAND NAMES:** Any reference in the Solicitation to manufacturer's Brand Names and number is due to lack of a satisfactory specification of commodity description. Such preference is intended to be descriptive, but not restrictive and for the sole purpose of indicating prospective bidders a description of the article or services that will be satisfactory. Bids on comparable items will be considered provided the bidder clearly states in his bid the exact articles he is offering and how it differs from the original specification.
- [X] 19. **DESCRIPTIVE LITERATURE:** Descriptive literature(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The literature furnished must clearly identify the item(s) in the Bid. The descriptive literature is required to establish, for the purpose of evaluation and award, details of the product(s) the bidder proposes to furnish including design, materials, components, performance characteristics, methods

of manufacture, construction, assembly or other characteristics which are considered appropriate. Rejection of the Bid will be required if the descriptive literature(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the descriptive literature(s) by the time specified in the Solicitation will require rejection of the bid.

- [] 20. **SAMPLES:** Sample(s) of item(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The sample(s) should represent exactly what the bidder proposes to furnish and will be used to determine if the item(s) offered complies with the specifications. Rejection of the Bid will be required if the sample(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the sample(s) by the time specified in the Solicitation will require rejection of the Bid.
- [] 21. **LABORATORY TEST:** Successful bidder is required to accompany delivery of his goods with a Laboratory Test Report indicating that the product he is furnishing the Government meets with the specifications. This report is on the bidder's account and must be from a certified Testing Association.
- [X] 22. **AWARD, CANCELLATION, & REJECTION:** Award shall be made to the lowest responsible and responsive bidder, whose bid is determined to be the most advantageous to the Government, taking into consideration the evaluation factors set forth in this solicitation. No other factors or criteria shall be used in the evaluation. The right is reserved as the interest of the Government may require to waive any minor irregularity in bid received. The 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. Award issued to the lowest responsible bidder within the specified time for acceptance as indicated in the solicitation, results in a bidding contract without further action by either party. In case of an error in the extension of prices, unit price will govern. It is the policy of the Government to award contracts to qualified local bidders. The Government reserves the right to increase or decrease the quantity of the items for award and make additional awards for the same type items and the vendor agrees to such modifications and additional awards based on the bid prices for a period of thirty (30) days after original award. No award shall be made under this solicitation which shall require advance payment or irrevocable letter of credit from the government (2 GAR, Div.4 §1103).
- [] 23. **MARKING:** Each outside container shall be marked with the Purchase Order number, item number, brief item description and quantity. Letter marking shall not be less than 3/4" in height.
- [X] 24. **SCHEDULE FOR DELIVERY:** Successful bidder shall notify the PORT AUTHORITY OF GUAM, Telephone Nos. 477-5931, at least twenty-four (24) hours before delivery of any item under this solicitation.
- [X] 25. **BILL OF SALE:** Successful supplier shall render Bills of Sale for each item delivered under this contract. Failure to comply with this requirement will result in rejection of delivery. The Bill of Sale must accompany the items delivered but will not be considered as an invoice for payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.
- [X] 26. **MANUFACTURER'S CERTIFICATE:** Successful bidder is required, upon delivery of any item under this contract, to furnish a certificate from the manufacturer indication that the goods meet the specifications. Failure to comply with this request will result in rejection of delivery payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.
- [X] 27. **INSPECTION:** All supplies, materials, equipment, or services delivered under this contract shall be subject to the inspection and/or test conducted by the Government at destination. If in any case the supplies, materials, equipment, or services are found to be defective in material, workmanship, performance, or otherwise do not conform with the specifications, the Government shall have the right to reject the items or require that they be corrected. The number of days required for correction will be determined by the Government.
- [] 28. **MOTOR VEHICLE SAFETY REQUIREMENTS:** The Government will only consider Bids on motor vehicles which comply with the requirements of the National Traffic and Motor Vehicle safety Act of 1966 (Public Law 89-563) and Clean Air Act as amended (Public Law 88-206), that are applicable

to Guam. Bidders shall state if the equipment offered comply with these aforementioned Federal Laws.

29. **SAFETY INSPECTION:** All motor vehicles delivered under this contract must pass the Government of Guam Vehicle Inspection before delivery at destination.

30. **GUARANTEE:**

a) Guarantee of Vehicle Type of Equipment:

The successful bidder shall guarantee vehicular type of equipment offered against defective parts, workmanship, and performance, for a period of not less than one (1) year after date of receipt of equipment. Bidder shall also provide service to the equipment for at least one (1) year. Service to be provided shall include, but will not be limited to tune ups (change of spark plugs, contact points and condensers) and lubrication (change of engine and transmission oil). All parts and labor shall be at the expense of the bidder. All parts found defective and not caused by misuse, negligence or accident within the guarantee period shall be repaired, replaced, or adjusted within six (6) working days after notice from the Government and without cost to the Government. Vehicular type of equipment as used in this context shall include equipment used for transportation as differentiated from tractors, backhoes, etc.

b) Guarantee of Other Type of Equipment:

The successful bidder shall guarantee all other types of equipment offered, except those mentioned in 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.

31. **REPRESENTATION REGARDING ETHICS IN PUBLIC PROCUREMENT:** The bidder or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a Government employee to breach any of the ethical standards and represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth on Chapter 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.

32. **REPRESENTATION REGARDING CONTINGENT FEES:** The contractor represents that it has not retained a person to solicit or secure a Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business (GPR Section 11-207).

33. **EQUAL EMPLOYMENT OPPORTUNITY:** Contractors shall not discriminate against any employee or applicant of employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that employees are treated equally during employment without regards to their race, color, religion, sex, or national origin.

34. **COMPLIANCE WITH LAWS:** Bidders awarded a contract under this Solicitation shall comply with the applicable standard, provisions, and stipulations of all pertinent Federal and/or local laws, rules, and regulations relative to the performance of this contract and the furnishing of goods.

35. **CHANGE ORDER:** Any order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-03.1 of the Guam Procurement Regulations.

36. **STOP WORK ORDER:** Any stop work order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-04.1 of the Guam Procurement Regulations.

37. **CANCELLATION OF INVITATION FOR BIDS OR REQUEST FOR PROPOSALS:** Any Invitation for Bid may be cancelled, or any or all bids or proposals may be rejected in whole or in part as may be

specified in the solicitation, when it is in the best interests of the Territory in accordance with regulations promulgated by the Policy Office. The reasons therefor shall be made part of the contract file.

- [X] 38. **TIME FOR COMPLETION:** It is hereby understood and mutually agreed by and between the contractor and the Government that the time for delivery to final destination or the timely performance of certain services is an essential condition of this contract. If the contractor refuses or fails to perform any of the provisions of this contract within the time specified in the Purchase Order (from the date Purchase Order is acknowledged by vendor), then the contractor is in default. Defaults will be treated subject to and in accordance with the provisions of 2 GAR, Div. 4 § 6101(8)
- [X] 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. Notification shall be in writing and shall be received by the GENERAL MANAGER at least twenty-four (24) hours before the specified delivery date. Notification of delay shall include an explanation of the causes and reasons for the delay including statement(s) from supplier or shipping company causing the delay. The Government reserves the right to reject delay justification if, in the opinion of the GENERAL MANAGER, such justification is not adequate.
- [X] 40. **SERVICE-DISABLED VETERAN OWNED BUSINESS PREFERENCE:** Bidding is subject to the policy in favor of Service-Disabled Veteran Owned Business as defined in 5 GCA sections 5011 and 5012.
- [X] 41. **LIQUIDATED DAMAGES:** When the contractor is given notice of delay or nonperformance as specified in Paragraph 1 (Default) of the Termination for Default Clause of this contract and fails to cure in the time specified, the contractor shall be liable for damages for delay in the amount of one-fourth of one percent (1%) of outstanding order per calendar day from date set for cure until either the territory reasonable obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contractor's delay or nonperformance is excused under Paragraph 40 (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this contract, liquidated damages shall not be due the territory. The contractor remains liable for damages caused other than by delay. **2 GAR, Div. 4 §6101(d).**
- [X] 42. **PHYSICAL LIABILITY:** If it becomes necessary for the Vendor, either as principal, agent or employee, to enter upon the premises or property of the Government of Guam in order to construct, erect, inspect, make delivery or remove property hereunder, the Vendor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of any accidents, injuries or damages to any person or property during the progress of the work herein covered, and to be responsible for, and to indemnify and save harmless the Government of Guam from the payment of all sums of money by reason of all or any such accidents, injuries or damages that may occur upon or about such work, and fines, penalties and loss incurred for or by reasons of the violations of any territorial ordinance, regulations, or the laws of Guam or the United States, while the work is in progress. Contractor will carry insurance to indemnify the Government of Guam against any claim for loss, damage or injury to property or persons arising out of the performance of the Contractor or his employees and agents of the services covered by the contract and the use, misuse or failure of any equipment used by the contractor or his employees or agents, and shall provide certificates of such insurance to the Government of Guam when required.
- [X] 43. **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 entities 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 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.

44. Contract will be cancelled if funds not appropriated or insufficient, and that government will timely inform contractor. 2 GAR, Div.4 §3121(e) (1) (C) and 2 GAR, Div.4 § 3121(e)(1)(D).

45. If cancelled, contractor will be reimbursed unamortized reasonably incurred non-recurring costs. 2 GAR, Div.4 § 3121(e) (1) (G).

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

47. **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 section 5013.

Name: _____ Title: _____

Address: _____ Telephone: _____

GOVERNMENT OF GUAM

SEALED BID SOLICITATION INSTRUCTIONS

1. **BID FORMS:** Each bidder shall be provided with one (1) sets of Solicitation forms. Additional copies may be provided upon request. Bidders requesting additional copies of said forms will be charged per page in accordance with 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 as an amendment to the Solicitation if such information would be prejudicial to informed bidders.
4. **ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS:** Receipt of an amendment to a Solicitation by a bidder must be acknowledged by signing an acknowledgement of receipt of the amendment. Such acknowledgement must be received prior to the hour and date specified for receipt of bids.
5. **SUBMISSION OF BIDS:**
 - a) Bids and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the Solicitation. The bidder shall show the hour and date specified in the Solicitation for receipt, the Solicitation number, and the name and address of the bidder on the face of the envelope.
 - b) Telegraphic bids will not be considered unless authorized by the Solicitation. However, bids may be modified or withdrawn by written or telegraphic notice, provided such notice is received prior to the hour and date specified for receipt (see paragraph 6 of these instructions).
 - c) Samples of items, when required, must be submitted within the time specified, unless otherwise specified by the Government, at no expense to the Government. If not destroyed

by testing, samples will be returned at bidder's request and expense, unless otherwise specified by the Solicitation.

- d) Samples or descriptive literature should not be submitted unless it is required on this solicitation. Regardless of any attempt by a bidder to condition the bid, unsolicited samples or descriptive literature will not be examined or tested at the bidder's risk, and will not be deemed to vary any of the provisions of this Solicitation.

6. **FAILURE TO SUBMIT BID:** If no bid is to be submitted, do not return the solicitation unless otherwise specified. A letter or postcard shall be sent to the issuing office advising whether future Solicitations for the type of supplies or services covered by this Solicitation are desired.

7. **LATE BID, LATE WITHDRAWALS, AND LATE MODIFICATIONS:**

- a) **Definition:** Any bid received after the time and date set for receipt of bids is late. Any withdrawal or modification of a bid received after the time and date set for opening of bids at the place designated for opening is late (Guam Procurement Regulations 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 territorial personnel directly serving the procurement activity.

8. **DISCOUNTS:**

- a) Notwithstanding the fact that prompt payment discounts may be offered, such offer will not be considered in evaluating bids for award unless otherwise specified in the Solicitation. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of bids.
- b) In connection with any discount offered, time will be computed from date of delivery and acceptance of the supplies to the destination as indicated in the purchase order or contract. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Government check.

9. **GOVERNMENT FURNISHED PROPERTY:** No material, labor or facilities will be furnished by the Government unless otherwise provided for in the Solicitation.

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

11. **RECEIPT, OPENING AND RECORDING OF BIDS:** Bids and modifications shall be publicly opened in the presence of one or more witnesses, at the time, date, and place designated in the Invitation for Bids. The name of each bidder, the bid price, and such other information as is deemed appropriate by the Procurement Officer, shall be read aloud and recorded, or otherwise made available. The names and addresses of required witnesses shall be recorded at the opening. The opened bids shall be available for public inspection except to the extent the bidder designates trade secrets or other proprietary data to be confidential as set forth in accordance with Section 12, below. Material so designated shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. Prices, makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary (Guam Procurement Regulations 2 GAR, Div.4 §3109(k)).

12. **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 lodge a protest regarding any part of the Government's decision by following the procedure for protests outlined in Chapter 9 of the Guam Procurement Regulations.

13. **PROHIBITION AGAINST GRATUITIES AND KICKBACKS:** 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 he/she has not violated, is not violating, and promises that he will not violate the prohibition against gratuities and kickbacks set forth in the Guam Procurement Regulations.
14. **STATEMENT OF QUALIFICATIONS:** The ability capacity and skill of the Bidders to perform; Whether the bidder can perform promptly or within the specified time; The quality of performance of the Bidder with regards to awards previously made to him; The sufficiency of the financial resources and ability of the bidders to perform; and the compliance with all of the conditions to the solicitation.

15. **WAGE AND BENEFIT COMPLIANCE-CONTRACTORS PROVIDING SERVICES**

- a) Contractor with regard to all person its 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) Contractor along with all proposed Offerors and submitter under this procurement were 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 to this Agreement. 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.

16. **ETHICAL STANDARDS:** With respect to this procurement and any other contract that the Contractor may have, or wish to enter into, with any government of Guam agency, the Contractor 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.

17. **PROHIBITION AGAINST CONTINGENT FEES:** The Contractor 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.

18. **CONTRACTOR'S WARRANTY AS TO EMPLOYEES AND SEX OFFENSES.** *Reference 5 GCA 5253 (b)*

Contractor warrants that no person providing services on behalf of the Contractor 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.

Contractor warrants that if any person providing services on behalf of Contractor 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, after notice from the contracting authority 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.

19. **POLICY IN FAVOR OF SERVICE-DISABLED VETERAN OWNED BUSINESSES** P.L. 31-115 (September 20, 2011) 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.

GENERAL DESCRIPTION

The Port Authority of Guam is Procuring a Technical Support Contract for Diagnosis, Repair and Testing of its thirteen (13) Caterpillar Power Generator Sets: (7) each 455KW, (1) each 725KW, and (5) each 910KW Caterpillar C32 Generator Sets to include the Automatic Transfer Switches and Day Tanks. One (1) contract year with two (2) additional option years.

<u>BREAKDOWN OF SERVICES</u>	<u>QTY</u>	<u>UOM</u>	<u>TOTAL</u>
1. <u>Technical Repair Services</u>	1	LT	\$ _____

Will be awarded as a lump sum to be drawn down to the successful bidder based on the hourly rates below.
Bidding On/Remarks

- 1.1 **Eight (8) Generator Sets to include ATS, Day tanks, and piping**
ON-CALL/AS-NEEDED basis for Troubleshoot/Repair of eight (8) Generator Sets to include Automatic Transfer Switches, Day Tanks, and piping. These services are to include inspection, troubleshooting, diagnosis, repair, calibration, programming, and testing. This is to include Parts and Material as required. (See NOTES: B)

Hourly Rates and Fixed Fees Schedules. This applies ONLY to line item 1.1.

- a.) Field Labor Hours \$ _____/hr
- b.) Overtime Field Labor \$ _____/hr
- c.) Holiday Rate \$ _____/hr
- d.) Travel \$ _____/hr
- e.) Overtime Travel \$ _____/hr

AVERAGE TOTAL OF HOURLY RATES (a+b+c+d+e)/5= \$ _____

Note: The average will be used for evaluating this line item. If awarded, hourly rates will be applied and be drawn down on an as-needed basis.

2. <u>Technical Repair Services</u>	1	LT	\$ _____
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Will be awarded as a lump sum to be drawn down to the successful bidder based on the hourly rates below.
Bidding On/Remarks

- 2.1 **Five (5) Generator Sets to include Day tanks, and piping**
ON-CALL/AS-NEEDED basis for Troubleshoot/Repair of five (5) Generator Sets to include Day Tanks, and piping. These services are to include inspection, troubleshooting, diagnosis, repair, calibration, programming, and testing. This is to include Parts and Material as required. (See NOTES: C)

- 2.2. **For trouble calls, Bidder response time shall not be more than two (2) hours after the initial report.**

Hourly Rates and Fixed Fees Schedules. This applies ONLY to line item 2.1.

- a.) Field Labor Hours \$ _____/hr
- b.) Overtime Field Labor \$ _____/hr
- c.) Holiday Rate \$ _____/hr
- d.) Travel \$ _____/hr
- e.) Overtime Travel \$ _____/hr

AVERAGE TOTAL OF HOURLY RATES (a+b+c+d+e)/5= \$ _____

Note: The average will be used for evaluating this line item. If awarded, hourly rates will be applied and be drawn down on an as-needed basis.

3. **Load Bank Test**

1 LT

\$ _____

Thirteen (13) Generator Sets

➤ **Scope of Work:** To be conducted as needed on generators when the unit cannot be loaded to at least 30% of the generator's rated capacity for at least four (4) hours, or after any significant repair work to ensure genset is ready before returning to standby/ready mode with its regular electrical load. Loading the unit will burn off harmful deposits in the combustion chamber, injector nozzles, and exhaust system.

Bidding On/Remarks

3.1 Test generator set with load banks for up to four (4) hours incrementally and at least 75% rated load. Provide record data and note engine operating condition.

NOTES:

A. All Items

1. All Services to be performed, as specified on all Items, are for a period of one (1) year with an option for two (2) additional years.
2. All Services are to be performed by Certified Technicians who have completed training on, and have access to, diagnostic software that can interface, communicate, and program these specific Caterpillar generator sets.
3. All services rendered will be based on Bidder's fixed fee schedule for travel, labor (regular & overtime), tools, material, and other related services.
4. Bidder will include in every invoice: detail of work performed, date and time period of work performed, Technician name(s) performing work, and Port's point of contact during specific visits.
5. All Services are for the following Generator Sets: thirteen (13) Caterpillar Generator Sets, eight (8) Automatic Transfer Switchgear, twelve (12) Day tanks.

Generator	Automatic Transfer Switch (ATS)	Above-ground Storage Tank (Day tanks)
Load Center No.1 455KW, C15 S/N T4A00897	ASCO Series 300 Cat. No. H300B31200N1C S/N 173878 277/480V 1200A	500 gal. AST
Load Center No. 2 455KW, C15, S/N T4A00858	Caterpillar CTS S/N TSG04251 277/480V 3000A	500 gal. AST
Load Center No. 3 455KW, C18, S/N G6B26833	Caterpillar CTS S/N TSG05337 277/480V 2000A	500 gal. AST
Load Center No. 4 455KW, C15, S/N T4A00860	Caterpillar CTS S/N TSG01971 277/480V 3000A	500 gal. AST
Load Center No. 4 725KW, C27, S/N T4Z00481	Caterpillar CTS S/N TSG01972 120/240V 3000A	1000 gal. AST
Load Center No. 5 455KW, C15, S/N T4A00813	Cummins Power Generation Switchgear 277/480V 3200A: Model: SWG0303G-0021A S/N J140766347 (Section 1 of 5). Digital Master Control: Model: PCU0303G-0016A S/N J140760050 and Model: MOD9999G-0050A S/N B150794071	275 gal. AST
Load Center No. 5 455KW, C15, S/N T4A00814	Same as above (Load Center No. 5)	275 gal. AST
Load Center No. 5 455KW, C15, S/N T4A00816	Same as above (Load Center No. 5)	275 gal. AST

N/A	N/A	Load Center No. 5 Feeder Tank 3000 gal. AST
Gantry Crane No. 4 910KW, C32, S/N SXC05456	N/A	1500 gal. AST
Gantry Crane No. 5 910KW, C32, S/N PEF00157	N/A	1500 gal. AST
Gantry Crane No. 6 910KW, C32, S/N PEF00158	N/A	1500 gal. AST
Gantry Crane Stand-by 910KW, C32, S/N SXC03553	N/A	N/A
Gantry Crane Stand-by 910KW, C32, S/N SYC03485	N/A	N/A

B. Item No. 1

1. Generator Sets are located ground level at PAG Load Centers in the Port secured compound at Cabras Island, Piti, GU. Awarded Bidder must comply with requirements for the entry of its personnel and vehicles into the Port security areas. As outlined on Policy Memorandum No. 97-01, there is auto liability, commercial general liability, and worker compensation insurance requirements; depending on the type of activity to be conducted by Vendor representative(s) entering the Port security area. Copy of the policy memorandum can be made available for review.
2. Item No.1 also covers service maintenance of each genset's corresponding Automatic Transfer Switch gear in accordance with manufacturers' guidelines:
 - Clean transfer switch as needed.
 - Check condition of contacts.
 - Check for loose, broken or worn parts.
 - Test breaker trip for proper operation.
 - Test protective relay for proper operation.
 - Verify calibration and adjust if necessary.
 - Review components of switchgear.
 - Test switchgear operation sequence.

C. Item No. 2

1. Generator Sets are located at the PAG Gantry Cranes - location 50 feet above ground level, accessible only via fixed ladders/stairs system, or a boom man-lift. Fall protection required at all times during climb/descent.

These specifications were developed by: Brenda Atalig-Planner, Alex Aflague- Facilities Maintenance Superintendent and Shine San Agustin-Equipment Maintenance Superintendent (Acting), and then reviewed by: Joe Javellana- Chief Planner, Glenn B. Nelson- Maintenance Manager (Acting), and finally approved by: Rory J. Respicio- General Manager of the PAG.