

# PORT OF GUAM ATURIDAT I PUETTON GUAHAN Jose D. Leon Guerrero Commercial Port 1026 Cabras Highway, Suite 201, Piti, Guam 96925 Telephone: 671-477-5931/35 Facsimile: 671-477-2689/4445

GUAM Governor of Guam
Joshua F. Tenorio
Lieutenant Governor

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

## **INVITATION FOR BID NO.: IFB/PAG-010-20**

### **DESCRIPTION:**

## MISCELLANEOUS TIRES AND BATTERIES FOR PORT VEHICLES AND HEAVY EQUIPMENT

## **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, at the date and time for bid opening.

- (X) BID GUARANTEE (15% of Bid Amount) May be in the form of; Reference #11 on the General Terms and Conditions
  - a. Cashier's Check or Certified Check
  - b. Letter of Credit
  - c. Surety Bond Valid only if accompanied by:
    - 1. Current Certificate of Authority issued by the Insurance Commissioner;
    - 2. Power of Attorney issued by the Surety to the Resident General Agent;
    - 3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.
- (X) BROCHURES/DESCRIPTIVE LITERATURE;
- (X) AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSION (AG Form 002)
  - a. Date of signature of the person authorized to sign the bid and the notary date must be the same.
- (X) OTHER REQUIREMENTS:

Affidavit re Non-Collusion (AG Form 003), Affidavit re No Kickbacks or Gratuities (AG Form 004), Affidavit re Ethical Standards (AG Form 005), D.O.L. Declaration of Compliance with U.S. Wage Determination Affidavit (AG Form 006), Affidavit re Contingent Fees (AG Form 007), Restriction against Sexual Offenders Affidavit, 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	, 2020, I,
authorized representative ofreminder to prospective bidders with the	
Bidder Representative's Signature	

## **Invitation for Bid: IFB/PAG-010-20**

## MISCELLANEOUS TIRES AND BATTERIES FOR PORT VEHICLES AND HEAVY EQUIPMENT

### **ACKNOWLEDGEMENT RECEIPT FORM**

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

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 or email to: pkrideb@portofguam.com, macabrera@portofguam.com, and pagprocurement@portofguam.com

package.

NAME

SIGNATURE

DATE

TIME

CONTACT NUMBER

FAX NUMBER

CONTACT PERSON REGARDING IFB

TITLE

E-MAILE 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.

All questions and concerns in regards to this bid must be submitted to the PORT AUTHORITY OF GUAM via e-mail pagprocurement@portofguam.com addressed to the GENERAL MANAGER, Mr. Rory J. Respicio, attention to Ms. Priscilla K. Rideb via email at <a href="mailto:pkrideb@portofguam.com">pkrideb@portofguam.com</a> no later than 5:00 P.M., Thursday, July 30, 2020.

## **INVITATION FOR BID**

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

**ISSUING OFFICE:** THE PORT AUTHORITY OF GUAM **GOVERNMENT OF GUAM** PITI, GUAM 96925

1026 CABRAS HIGHWAY, SUITE 201, RORY L RESI **GENERAL MANAGER** DATE ISSUED: 2 2 JUL 2020 BID INVITATION NO: IFB/PAG-010-20 BID FOR: MISCELLANEOUS TIRES AND BATTERIES FOR PORT VEHICLES AND HEAVY EQUIPMENT SPECIFICATION: SEE BELOW **DESTINATION: PORT AUTHORITY OF GUAM** REQUIRED DELIVERY DATE: 30 days from receipt of purchase order for a period of one (1) year upon the availability of funds. This is an indefinite quantity bid. **INSTRUCTION TO BIDDERS:** INDICATE WHETHER: \_\_\_\_ INDIVIDUAL \_\_\_\_ PARTNERSHIP \_\_\_\_ CORPORATION INCORPORATED IN: \_\_\_\_\_ This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) 10:00 a.m. Date: Tuesday, August 11, 2020 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. SIGNATURE AND TITLE OF PERSON NAME AND ADDRESS OF BIDDER: **AUTHORIZED TO SIGN THIS BID:** \_\_\_\_ AMOUNT: \_\_\_\_\_ DATE:\_\_\_\_ AWARD: CONTRACT NO.: \_\_\_\_ AWARDED: **ITEM** NO(S). NAME AND ADDRESS OF CONTRACTOR: **CONTRACTING OFFICER:** RORY J. RESPICIO

**GENERAL MANAGER** 

## **SPECIAL PROVISIONS**

This is an "INDEFINITE QUANTITY BID" pursuant to Section 3119(i)(2) of the 2 GAR Procurement Regulations. The quantities reflected are annual estimated requirements projected within a twelve (12) month period. These amounts may <u>increase or decrease</u> during the term of this bid. However, regardless of the fluctuation of quantities, this bid shall be subject to the availability of funds.

## **Contract Period:**

The term of this contract is for a period of one (1) year and may be extended for an additional 90 days.

## **Additional Requirement:**

In the event that other agencies within the Government of Guam, having the same requirements, upon notifications and acceptance of the additional requirements, the effective price of said bid, shall be used as a confirm price. This additional requirement shall not exceed the term of this bid.

## **Required Delivery Date:**

30 days from receipt of purchase order for a period of one (1) year upon the availability of funds.

## **GOVERNMENT OF GUAM**

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

## **BID BOND**

	NO	
will and truly to be made, the said Prin	onding Company), or of the Territory of Guam, as So unto the Territory of G Dollars (\$) cipal and the said Surety bind our	urety, hereinafter called the tuam for the sum of hick sum of the sum of the sum creaters, executors,
administrators, successors and assigns	, jointly and severally, firmly by tl	nese presents.
WHEREAS, the Principal has submitt	ed a bid for (identify project by nu	imber and brief description)
NOW, THEREFORE, if the Territory of shall enter into a Contract with the Territory of sufficient surety for the faithful perform and material furnished in the prosecutenter such Contract and give such bond the difference not to exceed the penalt larger amount for which the Territory perform work covered by said bid or as for Bids then this obligation shall be not	ritory of Guam in accordance wit specified in bidding or Contract mance of such Contract and for the tion thereof, or in the event of the d or bonds, if the Principal shall p y hereof between the amounts sp y of Guam may in good faith con a appropriate liquidated amount	th the terms of such bid, and Documents with good and the prompt payment of laborate failure of the Principal to pay to the Territory of Guam pecified in said bid and such tract with another party to as specified in the Invitation
Signed and sealed this	day of	_2020
	(PRINCIPA	AL) (SEAL)
(WITNESS)		
(TITLE)		
(MAJOR OFFICER OF SURETY)	(MAJOR OFFICER	OF SURETY)
(TITLE)	(TITLE)	
	(RESIDENT GENER	RAL AGENT)

## **INSTRUCTION TO PROVIDERS:**

NOTICE to all Insurance and Bonding Institutions:

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

When the form is submitted to 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.

## **AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSION**

CITY	OF)			
ISLA	) ss. ND OF GUAM )			
A.		ng first duly sworn, dep ror and that [please check	oose and say that I am an author only one]:	ized
[]	The offeror is an individ- offering business.	ual or sole proprietor and	d owns the entire (100%) interest in	the
[]	The offeror is a corpo		nt venture, or association known se state name of offeror company], and	
		ers, or joint ventures who usiness during the 365 da	have held more than 10% of the share ys immediately preceding the submis	es of
	<u>Name</u>	<u>Address</u>	% of Interest	
			obtaining business related to the bid lows [if none, please so state]: <u>Compensation</u>	a or
C.	and the time an award is n	nade or a contract is entere y 5 GCA §5233 by deliverin ————————————————————————————————————	nge between the time this affidavit is med into, then I promise personally to upong another affidavit to the government.  The of one of the following:  The offeror is an individual;  The offeror is a partnership;	date
Subs	cribed and sworn to before		er, if the offeror is a corporation.	
	day of, 202_			
	ARY PUBLIC commission expires			

AG Procurement Form 002 (Rev. Nov. 17, 2005)

## **AFFIDAVIT re NON-COLLUSION**

CITY OF)	
) ss. ISLAND OF GUAM )	
[state name of affice and says that:	ant signing below], being first duly sworn, deposes
•	any or individual is [state name of company]
offeror has not colluded, conspired, connived or a or person, to put in a sham proposal or to refrain manner, directly or indirectly, sought by an agree with any person to fix the proposal price of offe profit or cost element of said proposal price, or of against the government of Guam or any other government of Guam or any person interested affidavit and in the proposal are true to the best o is made pursuant to 2 GAR Division 4 § 3126(b).	above is genuine and not collusive or a sham. The agreed, directly or indirectly, with any other offeror in from making an offer. The offeror has not in any ment or collusion, or communication or conference, or or of any other offeror, or to fix any overhead, that of any other offeror, or to secure any advantage offeror, or to secure any advantage against the in the proposed contract. All statements in this of the knowledge of the undersigned. This statement is a representative of the offeror, and on behalf of the stractors, and employees.
	Signature of one of the following: Offeror, if the offeror is an individual; Partner, if the offeror is a partnership;
Subscribed and sworn to before me	Officer, if the offeror is a corporation.
this day of, 202	
NOTARY PUBLIC	

AG Procurement Form 003 (Jul. 12, 2010)

My commission expires \_\_\_\_\_\_.

## **AFFIDAVIT re NO GRATUITIES or KICKBACKS**

CITY OF)	
CITY OF ) ) ss. ISLAND OF GUAM )	
	me of affiant signing below], being first duly sworn,
deposes and says that:	
Affiant is	ndividual is [state name of offeror company][state one of the following: the
offeror, a partner of the offeror, an officer of the proposal.	e offeror] making the foregoing identified bid or
representatives, agents, subcontractors, or emplagainst gratuities and kickbacks set forth in 2 GA	either affiant, nor any of the offerors officers, oyees have violated, are violating the prohibition R Division 4 § 11107(e). Further, affiant promises, n against gratuities and kickbacks as set forth in 2
representatives, agents, subcontractors, or employernment of Guam employee or former gov gratuity or offer of employment in connection wit	as a representative of the offeror, and on behalf of
•	
	Signature of one of the following: Offeror, if the offeror is an individual; Partner, if the offeror is a partnership; Officer, if the offeror is a corporation.
Subscribed and sworn to before me	
this day of, 202	
NOTARY PUBLIC My commission expires,	

## AFFIDAVIT RE ETHICAL STANDARDS

CITY OF)	
) ss. ISLAND OF GUAM )	
<del></del>	of affiant signing below], being first duly sworn
deposes and says that:	
offeror, an officer of the offeror] making the for affiant's knowledge, neither affiant nor any of employees of offeror have knowingly influenced the ethical standards set forth in 5 GCA Chapter he or she, nor any officer, representative, agent, s	tate one of the following: the offeror, a partner of the regoing identified bid or proposal. To the best of fficers, representatives, agents, subcontractors or any government of Guam employee to breach any of 5, Article 11. Further, affiant promises that neither subcontractor, or employee of offeror will knowingly to breach any ethical standards set forth in 5 GCA e pursuant to 2 GAR Division 4 § 11103(b).
	Signature of one of the following:  Offeror, if the offeror is an individual; Partner, if the offeror is a partnership; Officer, if the offeror is a corporation.
Subscribed and sworn to before me this day of, 202	
NOTARY PUBLIC My commission expires,,	
my commission expires,	

AG Procurement **Form 005** (Jul 12, 2010)

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

Procurement No: <u>IFB/PAG-010-20</u> MISCELLANEOUS TIRES AND BATTERIES FOR PORT VEHICLES AND HEAVY EQUIPMENT Name of Offeror Company: hereby certifies under penalty of perjury: \_\_\_\_ (the offeror, a partner of the offeror, an officer of the That I am \_ 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 | THE SERVICE CONTRACT ACT By direction of the Secretary of Labor

## U.S. DEPARTMENT OF LADOR EMPLOYMENT STANDARDS ADMINISTRATION WASHINGTON D.C. 20210

| Wage Determination No.: 2015-5694

Daniel W. Simms Division of Revision No.: 11
Director Wage Determinations Date Of Last Revision: 12/23/2019

Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 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 calendar year 2020. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO 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 Occupat	cional Listing**	
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations	3	
01011 - Accounting Clerk I		13.57
01012 - Accounting Clerk II		15.23
01013 - Accounting Clerk III		17.04
01020 - Administrative Assistant		19.48
01035 - Court Reporter		17.40
01041 - Customer Service Representative I		10.89
01042 - Customer Service Representative II		12.25
01043 - Customer Service Representative III		13.37
01051 - Data Entry Operator I		12.15
01052 - Data Entry Operator II		13.25
01060 - Dispatcher Motor Vehicle		14.37
01070 - Document Preparation Clerk		13.85
01090 - Duplicating Machine Operator		13.85
01111 - General Clerk I		10.35
01112 - General Clerk II		11.29
01113 - General Clerk III		12.68
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		21.78
01290 - Rental Clerk		11.10
01300 - Scheduler Maintenance		15.55
01311 - Secretary I		15.55
01312 - Secretary II		17.40 19.39
01313 - Secretary III		12.73
01320 - Service Order Dispatcher		19.48
01410 - Supply Technician		15.26
01420 - Survey Worker		9.67
01460 - Switchboard Operator/Receptionist		
01531 - Travel Clerk I		12.77
01532 - Travel Clerk II		13.83
01533 - Travel Clerk III		14.78
01611 - Word Processor I		14.53
01612 - Word Processor II		16.31
01613 - Word Processor III		18.26
05000 - Automotive Service Occupations		12 50
05005 - Automobile Body Repairer Fiberglass		13.58
05010 - Automotive Electrician		13.06 12.10
05040 - Automotive Glass Installer		12.10
05070 - Automotive Worker		10.27
05110 - Mobile Equipment Servicer		13.71
05130 - Motor Equipment Metal Mechanic		12.10
05160 - Motor Equipment Metal Worker		13.71
05190 - Motor Vehicle Mechanic		10.12
05220 - Motor Vehicle Mechanic Helper		10.12

05250 - Motor Vehicle Upholstery Worker	12.10
05280 - Motor Vehicle Wrecker	12.10
05310 - Painter Automotive	12.87
05340 - Radiator Repair Specialist	12.10
05370 - Tire Repairer	11.44
05400 - Transmission Repair Specialist	13.61
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.47
07041 - Cook I	11.45
07042 - Cook II	13.33
	9.12
07070 - Dishwasher	
07130 - Food Service Worker	9.34
07210 - Meat Cutter	11.86
07260 - Waiter/Waitress	9.19
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.40
09040 - Furniture Handler	9.95
09080 - Furniture Refinisher	16.40
09090 - Furniture Refinisher Helper	12.06
09110 - Furniture Repairer Minor	14.27
09130 - Upholsterer	16.40
	10.40
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	9.35
11060 - Elevator Operator	9.29
11090 - Gardener	12.90
11122 - Housekeeping Aide	9.29
11150 - Janitor	9.29
11210 - Laborer Grounds Maintenance	9.74
11240 - Maid or Houseman	9.22
11260 - Pruner	8.72
11270 - Tractor Operator	11.80
11330 - Trail Maintenance Worker	9.74
11360 - Window Cleaner	10.37
12000 - Health Occupations	
12010 - Ambulance Driver	17.77
12011 - Breath Alcohol Technician	17.77
	24.38
12012 - Certified Occupational Therapist Assistant	
12015 - Certified Physical Therapist Assistant	24.38
12020 - Dental Assistant	14.21
12025 - Dental Hygienist	32.84
12030 - EKG Technician	25.10
	25.10
12035 - Electroneurodiagnostic Technologist	
12040 - Emergency Medical Technician	17.77
12071 - Licensed Practical Nurse I	15.88
12072 - Licensed Practical Nurse II	17.77
12073 - Licensed Practical Nurse III	19.81
12100 - Medical Assistant	12.26
12130 - Medical Laboratory Technician	18.82
12160 - Medical Record Clerk	13.61
12190 - Medical Record Technician	17.77
12195 - Medical Transcriptionist	15.88
12210 - Nuclear Medicine Technologist	39.04
<del>_</del>	
12221 - Nursing Assistant I	11.03
12222 - Nursing Assistant II	12.43
12223 - Nursing Assistant III	13.54
12224 - Nursing Assistant IV	15.22
12235 - Optical Dispenser	17.77
	15.88
12236 - Optical Technician	
12250 - Pharmacy Technician	15.49
12280 - Phlebotomist	15.22
12305 - Radiologic Technologist	22.69
12311 - Registered Nurse I	22.53
12312 - Registered Nurse II	27.56
	27.56
12313 - Registered Nurse II Specialist	21.00
12314 - Registered Nurse III	33.34
12315 - Registered Nurse III Anesthetist	33.34
12316 - Registered Nurse IV	39.96
12317 - Scheduler (Drug and Alcohol Testing)	22.01
	22.01
12320 - Substance Abuse Treatment Counselor	22.01
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.45
13012 - Exhibits Specialist II	24.09
13013 - Exhibits Specialist III	29.47
13041 - Illustrator I	19.45
	24.09
13042 - Illustrator II	
13043 - Illustrator III	29.47
13047 - Librarian	26.68
13050 - Library Aide/Clerk	15.48
13054 - Library Information Technology Systems	24.09
	21.07
Administrator	1
13058 - Library Technician	16.64
13061 - Media Specialist I	17.38
13062 - Media Specialist II	19.45
13063 - Media Specialist III	21.67
10000 House phoneuring its	,
13071 - Photographer T	17 ጓደ
13071 - Photographer I	17.38

1 2 0 7 0	D1 (		20.45
	- Photographer III		19.45
	- Photographer III - Photographer IV		24.09 29.47
	- Photographer V		35.65
	- Technical Order Library Clerk		18.74
	- Video Teleconference Technician		17.38
14000 -	Information Technology Occupations		
	- Computer Operator I		15.71
	- Computer Operator II		17.22
	- Computer Operator III		19.19
	- Computer Operator IV		21.33 23.62
	- Computer Operator V	/500 1)	23.62 15.73
	- Computer Programmer I - Computer Programmer II	(see 1) (see 1)	19.50
	- Computer Programmer III	(see 1)	23.84
	- Computer Programmer IV	(see 1)	23.01
	- Computer Systems Analyst I	(see 1)	24.23
	- Computer Systems Analyst II	(see 1)	
	- Computer Systems Analyst III	(see 1)	
	- Peripheral Equipment Operator		15.71
14160	- Personal Computer Support Technician		21.33
14170	- System Support Specialist		21.24
	Instructional Occupations		
	- Aircrew Training Devices Instructor (Non-Rated)	1	24.23
	- Aircrew Training Devices Instructor (Rated)		29.32
	- Air Crew Training Devices Instructor (Pilot)		34.91
	- Computer Based Training Specialist / Instructor	2	24.23 27.61
	- Educational Technologist		34.91
	- Flight Instructor (Pilot) - Graphic Artist		20.47
	- Maintenance Test Pilot Fixed Jet/Prop		34.91
	- Maintenance Test Pilot Rotary Wing		34.91
	- Non-Maintenance Test/Co-Pilot		34.91
	- Technical Instructor		17.65
	- Technical Instructor/Course Developer		21.58
	- Test Proctor		13.87
15120	- Tutor		13.87
16000 -	Laundry Dry-Cleaning Pressing And Related Occupat	cions	
16010	- Assembler		9.78
	- Counter Attendant		9.78
	- Dry Cleaner		11.30
	- Finisher Flatwork Machine		9.78
	- Presser Hand		9.78
	- Presser Machine Drycleaning		9.78
	- Presser Machine Shirts		9.78 9.78
	- Presser Machine Wearing Apparel Laundry		11.94
	- Sewing Machine Operator - Tailor		12.44
	- Washer Machine		10.24
	Machine Tool Operation And Repair Occupations		
	- Machine-Tool Operator (Tool Room)		16.40
	- Tool And Die Maker		20.61
21000 -	Materials Handling And Packing Occupations		
21020	- Forklift Operator		13.96
	- Material Coordinator		21.78
	- Material Expediter		21.78
	- Material Handling Laborer		11.37
	- Order Filler		9.66
21080	- Production Line Worker (Food Processing)		13.96
01110	Chinning Backer		14.47
	Shipping Packer - Shipping/Receiving Clerk		14.47
	- Store Worker I		14.48
	- Stock Clerk		20.34
	- Tools And Parts Attendant		13.96
	- Warehouse Specialist		13.96
	Mechanics And Maintenance And Repair Occupations		
	- Aerospace Structural Welder		20.69
23019	- Aircraft Logs and Records Technician		16.09
	- Aircraft Mechanic I		19.70
	- Aircraft Mechanic II		20.69
	- Aircraft Mechanic III		21.74
	- Aircraft Mechanic Helper		13.70 18.50
	- Aircraft Painter - Aircraft Servicer		16.09
	- Aircraft Servicer - Aircraft Survival Flight Equipment Technician		18.50
	- Aircraft Worker		17.38
	- Aircraw Life Support Equipment (ALSE) Mechanic		17.38
I	The state of the s		
	- Aircrew Life Support Equipment (ALSE) Mechanic		19.70
II			
23110	- Appliance Mechanic		16.40
23120	- Bicycle Repairer		13.17
	- Cable Splicer		19.59
	- Carpenter Maintenance		15.10
23140	- Carpet Layer		15.33

23160 - Electrician Maintenance	18.05
23181 - Electronics Technician Maintenance I	15.33
23182 - Electronics Technician Maintenance II	16.40
23183 - Electronics Technician Maintenance III	18.31
23260 - Fabric Worker 23290 - Fire Alarm System Mechanic	14.27 15.43
23310 - Fire Extinguisher Repairer	13.43
23311 - Fuel Distribution System Mechanic	17.46
23312 - Fuel Distribution System Operator	13.17
23370 - General Maintenance Worker	11.96
23380 - Ground Support Equipment Mechanic 23381 - Ground Support Equipment Servicer	19.70 16.09
23381 - Ground Support Equipment Servicer 23382 - Ground Support Equipment Worker	17.38
23391 - Gunsmith I	13.17
23392 - Gunsmith II	15.33
23393 - Gunsmith III	17.46
23410 - Heating Ventilation And Air-Conditioning	17.16
Mechanic 23411 - Heating Ventilation And Air Conditioning	18.25
Mechanic (Research Facility)	10.25
23430 - Heavy Equipment Mechanic	17.64
23440 - Heavy Equipment Operator	16.26
23460 - Instrument Mechanic	17.46
23465 - Laboratory/Shelter Mechanic 23470 - Laborer	16.40 11.37
23510 - Locksmith	16.40
23530 - Machinery Maintenance Mechanic	23.13
23550 - Machinist Maintenance	17.46
23580 - Maintenance Trades Helper	10.67
23591 - Metrology Technician I	17.46
23592 - Metrology Technician II	18.56
23593 - Metrology Technician III	19.66 17.46
23640 - Millwright 23710 - Office Appliance Repairer	16.40
23760 - Painter Maintenance	13.95
23790 - Pipefitter Maintenance	17.64
23810 - Plumber Maintenance	16.57
23820 - Pneudraulic Systems Mechanic	17.46
23850 - Rigger 23870 - Scale Mechanic	17.46 15.33
23870 - Scale Mechanic 23890 - Sheet-Metal Worker Maintenance	16.09
23910 - Small Engine Mechanic	15.33
23931 - Telecommunications Mechanic I	19.01
23932 - Telecommunications Mechanic II	19.76
23950 - Telephone Lineman	18.24
23960 - Welder Combination Maintenance	17.92
23965 - Well Driller	17.46 17.46
23970 - Woodcraft Worker 23980 - Woodworker	13.17
24000 - Personal Needs Occupations	20.1
24550 - Case Manager	14.54
24570 - Child Care Attendant	10.09
24580 - Child Care Center Clerk	12.58
24610 - Chore Aide	10.56
24620 - Family Readiness And Support Services	14.54
Coordinator	
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	17.46
25040 - Sewage Plant Operator	19.63 17.46
25070 - Stationary Engineer 25190 - Ventilation Equipment Tender	12.06
25210 - Water Treatment Plant Operator	19.63
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.90
27007 - Baggage Inspector	9.40
27008 - Corrections Officer	12.05 12.05
27010 - Court Security Officer 27030 - Detection Dog Handler	10.90
27030 - Detection bog mandler 27040 - Detention Officer	12.05
27070 - Firefighter	12.05
27101 - Guard I	9.40
	10 00
27102 - Guard II	10.90
27131 - Police Officer I	12.05
27131 - Police Officer I 27132 - Police Officer II	
27131 - Police Officer I 27132 - Police Officer II 28000 - Recreation Occupations	12.05
27131 - Police Officer I 27132 - Police Officer II	12.05 13.40 12.79 13.97
27131 - Police Officer I 27132 - Police Officer II 28000 - Recreation Occupations 28041 - Carnival Equipment Operator 28042 - Carnival Equipment Repairer 28043 - Carnival Worker	12.05 13.40 12.79 13.97 9.45
27131 - Police Officer I 27132 - Police Officer II 28000 - Recreation Occupations 28041 - Carnival Equipment Operator 28042 - Carnival Equipment Repairer 28043 - Carnival Worker 28210 - Gate Attendant/Gate Tender	12.05 13.40 12.79 13.97 9.45 13.18
27131 - Police Officer I 27132 - Police Officer II 28000 - Recreation Occupations 28041 - Carnival Equipment Operator 28042 - Carnival Equipment Repairer 28043 - Carnival Worker 28210 - Gate Attendant/Gate Tender 28310 - Lifeguard	12.05 13.40 12.79 13.97 9.45 13.18 11.01
27131 - Police Officer I 27132 - Police Officer II 28000 - Recreation Occupations 28041 - Carnival Equipment Operator 28042 - Carnival Equipment Repairer 28043 - Carnival Worker 28210 - Gate Attendant/Gate Tender 28310 - Lifeguard 28350 - Park Attendant (Aide)	12.05 13.40 12.79 13.97 9.45 13.18 11.01 14.74
27131 - Police Officer I 27132 - Police Officer II  28000 - Recreation Occupations 28041 - Carnival Equipment Operator 28042 - Carnival Equipment Repairer 28043 - Carnival Worker 28210 - Gate Attendant/Gate Tender 28310 - Lifeguard 28350 - Park Attendant (Aide) 28510 - Recreation Aide/Health Facility Attendant	12.05 13.40 12.79 13.97 9.45 13.18 11.01
27131 - Police Officer I 27132 - Police Officer II 28000 - Recreation Occupations 28041 - Carnival Equipment Operator 28042 - Carnival Equipment Repairer 28043 - Carnival Worker 28210 - Gate Attendant/Gate Tender 28310 - Lifeguard 28350 - Park Attendant (Aide)	12.05 13.40 12.79 13.97 9.45 13.18 11.01 14.74 11.84

28690 - Swimming Pool Operator	17.71
29000 - Stevedoring/Longshoremen Occupational Services	I,.,I
29010 - Blocker And Bracer	21.47
29020 - Hatch Tender	21.47
29030 - Line Handler 29041 - Stevedore I	21.47 19.98
29042 - Stevedore II	22.96
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2	
30011 - Air Traffic Control Specialist Station (HFO) (see 2	
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2 30021 - Archeological Technician I	29.45 17.49
30021 - Archeological Technician II	19.56
30023 - Archeological Technician III	24.21
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	23.08
30051 - Cryogenic Technician I	25.57
30052 - Cryogenic Technician II	28.24 17.49
30061 - Drafter/CAD Operator I 30062 - Drafter/CAD Operator II	19.56
30063 - Drafter/CAD Operator III	20.77
30064 - Drafter/CAD Operator IV	25.57
30081 - Engineering Technician I	14.84
30082 - Engineering Technician II	16.66
30083 - Engineering Technician III	18.64
30084 - Engineering Technician IV 30085 - Engineering Technician V	23.08 28.24
30086 - Engineering Technician VI	34.16
30090 - Environmental Technician	23.08
30095 - Evidence Control Specialist	23.08
30210 - Laboratory Technician	20.77
30221 - Latent Fingerprint Technician I	25.57
30222 - Latent Fingerprint Technician II	28.24
30240 - Mathematical Technician	23.34 19.44
30361 - Paralegal/Legal Assistant I 30362 - Paralegal/Legal Assistant II	23.68
30363 - Paralegal/Legal Assistant III	28.99
30364 - Paralegal/Legal Assistant IV	33.88
30375 - Petroleum Supply Specialist	28.24
30390 - Photo-Optics Technician	21.93
30395 - Radiation Control Technician	28.24
30461 - Technical Writer I 30462 - Technical Writer II	23.08 28.24
30462 - Technical Writer III	
20402 - IECHHICAT MITCEL III	34 16
	34.16 24.65
30491 - Unexploded Ordnance (UXO) Technician I	
	24.65 29.82 35.74
30491 - Unexploded Ordnance (UXO) Technician I 30492 - Unexploded Ordnance (UXO) Technician II 30493 - Unexploded Ordnance (UXO) Technician III 30494 - Unexploded (UXO) Safety Escort	24.65 29.82 35.74 24.65
30491 - Unexploded Ordnance (UXO) Technician I 30492 - Unexploded Ordnance (UXO) Technician II 30493 - Unexploded Ordnance (UXO) Technician III	24.65 29.82 35.74
30491 - Unexploded Ordnance (UXO) Technician I 30492 - Unexploded Ordnance (UXO) Technician II 30493 - Unexploded Ordnance (UXO) Technician III 30494 - Unexploded (UXO) Safety Escort 30495 - Unexploded (UXO) Sweep Personnel	24.65 29.82 35.74 24.65 24.65
30491 - Unexploded Ordnance (UXO) Technician I 30492 - Unexploded Ordnance (UXO) Technician II 30493 - Unexploded Ordnance (UXO) Technician III 30494 - Unexploded (UXO) Safety Escort 30495 - Unexploded (UXO) Sweep Personnel	24.65 29.82 35.74 24.65
30491 - Unexploded Ordnance (UXO) Technician I 30492 - Unexploded Ordnance (UXO) Technician II 30493 - Unexploded Ordnance (UXO) Technician III 30494 - Unexploded (UXO) Safety Escort 30495 - Unexploded (UXO) Sweep Personnel  30501 - Weather Forecaster I 30502 - Weather Forecaster II	24.65 29.82 35.74 24.65 24.65 25.57 31.09
30491 - Unexploded Ordnance (UXO) Technician I 30492 - Unexploded Ordnance (UXO) Technician II 30493 - Unexploded Ordnance (UXO) Technician III 30494 - Unexploded (UXO) Safety Escort 30495 - Unexploded (UXO) Sweep Personnel  30501 - Weather Forecaster I 30502 - Weather Forecaster II	24.65 29.82 35.74 24.65 24.65 25.57 31.09 20.77
30491 - Unexploded Ordnance (UXO) Technician I 30492 - Unexploded Ordnance (UXO) Technician II 30493 - Unexploded Ordnance (UXO) Technician III 30494 - Unexploded (UXO) Safety Escort 30495 - Unexploded (UXO) Sweep Personnel  30501 - Weather Forecaster I 30502 - Weather Forecaster II 30620 - Weather Observer Combined Upper Air Or (see 2 Surface Programs 30621 - Weather Observer Senior (see 2	24.65 29.82 35.74 24.65 24.65 25.57 31.09 20.77
30491 - Unexploded Ordnance (UXO) Technician I 30492 - Unexploded Ordnance (UXO) Technician II 30493 - Unexploded Ordnance (UXO) Technician III 30494 - Unexploded (UXO) Safety Escort 30495 - Unexploded (UXO) Sweep Personnel  30501 - Weather Forecaster I 30502 - Weather Forecaster II 30620 - Weather Observer Combined Upper Air Or (see 2 Surface Programs 30621 - Weather Observer Senior (see 2 31000 - Transportation/Mobile Equipment Operation Occupations	24.65 29.82 35.74 24.65 24.65 25.57 31.09 20.77 ) 23.08
30491 - Unexploded Ordnance (UXO) Technician I 30492 - Unexploded Ordnance (UXO) Technician II 30493 - Unexploded Ordnance (UXO) Technician III 30494 - Unexploded (UXO) Safety Escort 30495 - Unexploded (UXO) Sweep Personnel  30501 - Weather Forecaster I 30502 - Weather Forecaster II 30620 - Weather Observer Combined Upper Air Or (see 2 Surface Programs 30621 - Weather Observer Senior (see 2 31000 - Transportation/Mobile Equipment Operation Occupations 31010 - Airplane Pilot	24.65 29.82 35.74 24.65 24.65 25.57 31.09 20.77 ) 23.08 29.82
30491 - Unexploded Ordnance (UXO) Technician I 30492 - Unexploded Ordnance (UXO) Technician II 30493 - Unexploded Ordnance (UXO) Technician III 30494 - Unexploded (UXO) Safety Escort 30495 - Unexploded (UXO) Sweep Personnel  30501 - Weather Forecaster I 30502 - Weather Forecaster II 30620 - Weather Observer Combined Upper Air Or (see 2 Surface Programs 30621 - Weather Observer Senior (see 2 31000 - Transportation/Mobile Equipment Operation Occupations 31010 - Airplane Pilot 31020 - Bus Aide	24.65 29.82 35.74 24.65 24.65 25.57 31.09 20.77 ) 23.08 29.82 8.15
30491 - Unexploded Ordnance (UXO) Technician I 30492 - Unexploded Ordnance (UXO) Technician II 30493 - Unexploded Ordnance (UXO) Technician III 30494 - Unexploded (UXO) Safety Escort 30495 - Unexploded (UXO) Sweep Personnel  30501 - Weather Forecaster I 30502 - Weather Forecaster II 30620 - Weather Observer Combined Upper Air Or (see 2 Surface Programs 30621 - Weather Observer Senior (see 2 31000 - Transportation/Mobile Equipment Operation Occupations 31010 - Airplane Pilot	24.65 29.82 35.74 24.65 24.65 25.57 31.09 20.77 ) 23.08 29.82
30491 - Unexploded Ordnance (UXO) Technician I 30492 - Unexploded Ordnance (UXO) Technician II 30493 - Unexploded Ordnance (UXO) Technician III 30494 - Unexploded (UXO) Safety Escort 30495 - Unexploded (UXO) Sweep Personnel  30501 - Weather Forecaster I 30502 - Weather Forecaster II 30620 - Weather Observer Combined Upper Air Or (see 2 Surface Programs 30621 - Weather Observer Senior (see 2 31000 - Transportation/Mobile Equipment Operation Occupations 31010 - Airplane Pilot 31020 - Bus Aide 31030 - Bus Driver	24.65 29.82 35.74 24.65 24.65 25.57 31.09 20.77 ) 23.08 29.82 8.15 9.69
30491 - Unexploded Ordnance (UXO) Technician I 30492 - Unexploded Ordnance (UXO) Technician II 30493 - Unexploded Ordnance (UXO) Technician III 30494 - Unexploded (UXO) Safety Escort 30495 - Unexploded (UXO) Sweep Personnel  30501 - Weather Forecaster I 30502 - Weather Forecaster II 30620 - Weather Observer Combined Upper Air Or (see 2 Surface Programs 30621 - Weather Observer Senior (see 2 31000 - Transportation/Mobile Equipment Operation Occupations 31010 - Airplane Pilot 31020 - Bus Aide 31030 - Bus Driver 31043 - Driver Courier 31260 - Parking and Lot Attendant 31290 - Shuttle Bus Driver	24.65 29.82 35.74 24.65 24.65 25.57 31.09 20.77 ) 23.08 29.82 8.15 9.69 9.69 9.55 10.59
30491 - Unexploded Ordnance (UXO) Technician I 30492 - Unexploded Ordnance (UXO) Technician II 30493 - Unexploded Ordnance (UXO) Technician III 30494 - Unexploded (UXO) Safety Escort 30495 - Unexploded (UXO) Sweep Personnel  30501 - Weather Forecaster I 30502 - Weather Forecaster II 30620 - Weather Observer Combined Upper Air Or (see 2 Surface Programs 30621 - Weather Observer Senior (see 2 31000 - Transportation/Mobile Equipment Operation Occupations 31010 - Airplane Pilot 31020 - Bus Aide 31030 - Bus Driver 31043 - Driver Courier 31260 - Parking and Lot Attendant 31290 - Shuttle Bus Driver 31310 - Taxi Driver	24.65 29.82 35.74 24.65 24.65 25.57 31.09 20.77 ) 23.08 29.82 8.15 9.69 9.69 9.55 10.59 9.43
30491 - Unexploded Ordnance (UXO) Technician I 30492 - Unexploded Ordnance (UXO) Technician II 30493 - Unexploded Ordnance (UXO) Technician III 30494 - Unexploded (UXO) Safety Escort 30495 - Unexploded (UXO) Sweep Personnel  30501 - Weather Forecaster I 30502 - Weather Forecaster II 30620 - Weather Observer Combined Upper Air Or (see 2 Surface Programs 30621 - Weather Observer Senior (see 2 31000 - Transportation/Mobile Equipment Operation Occupations 31010 - Airplane Pilot 31020 - Bus Aide 31030 - Bus Driver 31043 - Driver Courier 31260 - Parking and Lot Attendant 31290 - Shuttle Bus Driver 31310 - Taxi Driver 31361 - Truckdriver Light	24.65 29.82 35.74 24.65 24.65 24.65  25.57 31.09 20.77 ) 23.08 29.82 8.15 9.69 9.69 9.55 10.59 9.43 10.59
30491 - Unexploded Ordnance (UXO) Technician I 30492 - Unexploded Ordnance (UXO) Technician II 30493 - Unexploded Ordnance (UXO) Technician III 30494 - Unexploded (UXO) Safety Escort 30495 - Unexploded (UXO) Sweep Personnel  30501 - Weather Forecaster I 30502 - Weather Forecaster II 30620 - Weather Observer Combined Upper Air Or (see 2 Surface Programs 30621 - Weather Observer Senior (see 2 31000 - Transportation/Mobile Equipment Operation Occupations 31010 - Airplane Pilot 31020 - Bus Aide 31030 - Bus Driver 31043 - Driver Courier 31260 - Parking and Lot Attendant 31290 - Shuttle Bus Driver 31310 - Taxi Driver 31361 - Truckdriver Light 31362 - Truckdriver Medium	24.65 29.82 35.74 24.65 24.65 24.65  25.57 31.09 20.77  ) 23.08  29.82 8.15 9.69 9.69 9.55 10.59 9.43 10.59 11.61
30491 - Unexploded Ordnance (UXO) Technician I 30492 - Unexploded Ordnance (UXO) Technician II 30493 - Unexploded Ordnance (UXO) Technician III 30494 - Unexploded (UXO) Safety Escort 30495 - Unexploded (UXO) Sweep Personnel  30501 - Weather Forecaster II 30502 - Weather Forecaster II 30620 - Weather Observer Combined Upper Air Or (see 2 Surface Programs 30621 - Weather Observer Senior (see 2 31000 - Transportation/Mobile Equipment Operation Occupations 31010 - Airplane Pilot 31020 - Bus Aide 31030 - Bus Driver 31043 - Driver Courier 31260 - Parking and Lot Attendant 31290 - Shuttle Bus Driver 31310 - Taxi Driver 31361 - Truckdriver Light 31362 - Truckdriver Medium 31363 - Truckdriver Heavy	24.65 29.82 35.74 24.65 24.65 24.65  25.57 31.09 20.77 ) 23.08 29.82 8.15 9.69 9.69 9.55 10.59 9.43 10.59
30491 - Unexploded Ordnance (UXO) Technician I 30492 - Unexploded Ordnance (UXO) Technician II 30493 - Unexploded Ordnance (UXO) Technician III 30494 - Unexploded (UXO) Safety Escort 30495 - Unexploded (UXO) Sweep Personnel  30501 - Weather Forecaster I 30502 - Weather Forecaster II 30620 - Weather Observer Combined Upper Air Or (see 2 Surface Programs 30621 - Weather Observer Senior (see 2 31000 - Transportation/Mobile Equipment Operation Occupations 31010 - Airplane Pilot 31020 - Bus Aide 31030 - Bus Driver 31043 - Driver Courier 31260 - Parking and Lot Attendant 31290 - Shuttle Bus Driver 31310 - Taxi Driver 31361 - Truckdriver Light 31362 - Truckdriver Medium	24.65 29.82 35.74 24.65 24.65 24.65  25.57 31.09 20.77 ) 23.08 29.82 8.15 9.69 9.69 9.55 10.59 9.43 10.59 11.61 13.92
30491 - Unexploded Ordnance (UXO) Technician I 30492 - Unexploded Ordnance (UXO) Technician II 30493 - Unexploded Ordnance (UXO) Technician III 30494 - Unexploded (UXO) Safety Escort 30495 - Unexploded (UXO) Sweep Personnel  30501 - Weather Forecaster I 30502 - Weather Forecaster II 30620 - Weather Observer Combined Upper Air Or (see 2 Surface Programs 30621 - Weather Observer Senior (see 2 31000 - Transportation/Mobile Equipment Operation Occupations 31010 - Airplane Pilot 31020 - Bus Aide 31030 - Bus Driver 31043 - Driver Courier 31260 - Parking and Lot Attendant 31290 - Shuttle Bus Driver 31310 - Taxi Driver 31361 - Truckdriver Light 31362 - Truckdriver Medium 31363 - Truckdriver Heavy 31364 - Truckdriver Tractor-Trailer 99000 - Miscellaneous Occupations 99020 - Cabin Safety Specialist	24.65 29.82 35.74 24.65 24.65 24.65  25.57 31.09 20.77  ) 23.08  29.82 8.15 9.69 9.69 9.55 10.59 9.43 10.59 11.61 13.92 13.92
30491 - Unexploded Ordnance (UXO) Technician I 30492 - Unexploded Ordnance (UXO) Technician II 30493 - Unexploded Ordnance (UXO) Technician III 30494 - Unexploded (UXO) Safety Escort 30495 - Unexploded (UXO) Sweep Personnel  30501 - Weather Forecaster I 30502 - Weather Forecaster II 30620 - Weather Observer Combined Upper Air Or (see 2 Surface Programs 30621 - Weather Observer Senior (see 2 31000 - Transportation/Mobile Equipment Operation Occupations 31010 - Airplane Pilot 31020 - Bus Aide 31030 - Bus Driver 31043 - Driver Courier 31260 - Parking and Lot Attendant 31290 - Shuttle Bus Driver 31310 - Taxi Driver 31361 - Truckdriver Light 31362 - Truckdriver Medium 31363 - Truckdriver Heavy 31364 - Truckdriver Tractor-Trailer 99000 - Miscellaneous Occupations 99020 - Cabin Safety Specialist 99030 - Cashier	24.65 29.82 35.74 24.65 24.65 24.65  25.57 31.09 20.77 ) 23.08  29.82 8.15 9.69 9.69 9.55 10.59 9.43 10.59 11.61 13.92 13.92 14.54 9.33
30491 - Unexploded Ordnance (UXO) Technician I 30492 - Unexploded Ordnance (UXO) Technician II 30493 - Unexploded Ordnance (UXO) Technician III 30494 - Unexploded (UXO) Safety Escort 30495 - Unexploded (UXO) Sweep Personnel  30501 - Weather Forecaster I 30502 - Weather Forecaster II 30620 - Weather Observer Combined Upper Air Or (see 2 Surface Programs 30621 - Weather Observer Senior (see 2 31000 - Transportation/Mobile Equipment Operation Occupations 31010 - Airplane Pilot 31020 - Bus Aide 31030 - Bus Driver 31043 - Driver Courier 31260 - Parking and Lot Attendant 31290 - Shuttle Bus Driver 31310 - Taxi Driver 31361 - Truckdriver Light 31362 - Truckdriver Medium 31363 - Truckdriver Heavy 31364 - Truckdriver Heavy 31364 - Truckdriver Tractor-Trailer 99000 - Miscellaneous Occupations 99020 - Cabin Safety Specialist 99030 - Cashier	24.65 29.82 35.74 24.65 24.65 24.65  25.57 31.09 20.77  ) 23.08  29.82 8.15 9.69 9.69 9.55 10.59 9.43 10.59 11.61 13.92 13.92 14.54 9.33 9.70
30491 - Unexploded Ordnance (UXO) Technician I 30492 - Unexploded Ordnance (UXO) Technician II 30493 - Unexploded Ordnance (UXO) Technician III 30494 - Unexploded (UXO) Safety Escort 30495 - Unexploded (UXO) Sweep Personnel  30501 - Weather Forecaster I 30502 - Weather Forecaster II 30620 - Weather Observer Combined Upper Air Or (see 2 Surface Programs 30621 - Weather Observer Senior (see 2 31000 - Transportation/Mobile Equipment Operation Occupations 31010 - Airplane Pilot 31020 - Bus Aide 31030 - Bus Driver 31043 - Driver Courier 31260 - Parking and Lot Attendant 31290 - Shuttle Bus Driver 31310 - Taxi Driver 31361 - Truckdriver Light 31362 - Truckdriver Medium 31363 - Truckdriver Medium 31364 - Truckdriver Tractor-Trailer  99000 - Miscellaneous Occupations 99020 - Cabin Safety Specialist 99030 - Cashier 99050 - Desk Clerk 99050 - Embalmer	24.65 29.82 35.74 24.65 24.65 24.65  25.57 31.09 20.77  ) 23.08  29.82 8.15 9.69 9.69 9.55 10.59 9.43 10.59 11.61 13.92 13.92 14.54 9.33 9.70 24.65
30491 - Unexploded Ordnance (UXO) Technician I 30492 - Unexploded Ordnance (UXO) Technician II 30493 - Unexploded Ordnance (UXO) Technician III 30494 - Unexploded (UXO) Safety Escort 30495 - Unexploded (UXO) Sweep Personnel  30501 - Weather Forecaster I 30502 - Weather Forecaster II 30620 - Weather Observer Combined Upper Air Or (see 2 Surface Programs 30621 - Weather Observer Senior (see 2 31000 - Transportation/Mobile Equipment Operation Occupations 31010 - Airplane Pilot 31020 - Bus Aide 31030 - Bus Driver 31043 - Driver Courier 31260 - Parking and Lot Attendant 31290 - Shuttle Bus Driver 31310 - Taxi Driver 31361 - Truckdriver Light 31362 - Truckdriver Medium 31363 - Truckdriver Medium 31364 - Truckdriver Tractor-Trailer 99000 - Miscellaneous Occupations 99020 - Cabin Safety Specialist 99030 - Cashier 99050 - Desk Clerk 99095 - Embalmer 99130 - Flight Follower	24.65 29.82 35.74 24.65 24.65 24.65  25.57 31.09 20.77  ) 23.08  29.82 8.15 9.69 9.69 9.55 10.59 9.43 10.59 11.61 13.92 13.92 14.54 9.33 9.70
30491 - Unexploded Ordnance (UXO) Technician I 30492 - Unexploded Ordnance (UXO) Technician II 30493 - Unexploded Ordnance (UXO) Technician III 30494 - Unexploded (UXO) Safety Escort 30495 - Unexploded (UXO) Sweep Personnel  30501 - Weather Forecaster I 30502 - Weather Forecaster II 30620 - Weather Observer Combined Upper Air Or (see 2 Surface Programs 30621 - Weather Observer Senior (see 2 31000 - Transportation/Mobile Equipment Operation Occupations 31010 - Airplane Pilot 31020 - Bus Aide 31030 - Bus Driver 31043 - Driver Courier 31260 - Parking and Lot Attendant 31290 - Shuttle Bus Driver 31310 - Taxi Driver 31361 - Truckdriver Light 31362 - Truckdriver Medium 31363 - Truckdriver Medium 31364 - Truckdriver Tractor-Trailer  99000 - Miscellaneous Occupations 99020 - Cabin Safety Specialist 99030 - Cashier 99050 - Desk Clerk 99050 - Embalmer	24.65 29.82 35.74 24.65 24.65 24.65  25.57 31.09 20.77  ) 23.08  29.82 8.15 9.69 9.69 9.55 10.59 9.43 10.59 11.61 13.92 13.92 14.54 9.33 9.70 24.65 24.65 22.25 24.31
30491 - Unexploded Ordnance (UXO) Technician I 30492 - Unexploded Ordnance (UXO) Technician II 30493 - Unexploded Ordnance (UXO) Technician III 30494 - Unexploded (UXO) Safety Escort 30495 - Unexploded (UXO) Sweep Personnel  30501 - Weather Forecaster I 30502 - Weather Forecaster II 30620 - Weather Observer Combined Upper Air Or (see 2 Surface Programs 30621 - Weather Observer Senior (see 2 31000 - Transportation/Mobile Equipment Operation Occupations 31010 - Airplane Pilot 31020 - Bus Aide 31030 - Bus Driver 31043 - Driver Courier 31260 - Parking and Lot Attendant 31290 - Shuttle Bus Driver 31310 - Taxi Driver 31361 - Truckdriver Light 31362 - Truckdriver Medium 31363 - Truckdriver Medium 31364 - Truckdriver Tractor-Trailer 99000 - Miscellaneous Occupations 99020 - Cabin Safety Specialist 99030 - Cashier 99050 - Desk Clerk 99095 - Embalmer 99130 - Flight Follower 99251 - Laboratory Animal Caretaker II 99260 - Marketing Analyst	24.65 29.82 35.74 24.65 24.65 24.65  25.57 31.09 20.77  ) 23.08  29.82 8.15 9.69 9.69 9.55 10.59 9.43 10.59 11.61 13.92 13.92 14.54 9.33 9.70 24.65 24.65 22.25 24.31 21.54
30491 - Unexploded Ordnance (UXO) Technician I 30492 - Unexploded Ordnance (UXO) Technician II 30493 - Unexploded Ordnance (UXO) Technician III 30494 - Unexploded (UXO) Safety Escort 30495 - Unexploded (UXO) Sweep Personnel  30501 - Weather Forecaster I 30502 - Weather Forecaster II 30620 - Weather Observer Combined Upper Air Or (see 2 Surface Programs 30621 - Weather Observer Senior (see 2 31000 - Transportation/Mobile Equipment Operation Occupations 31010 - Airplane Pilot 31020 - Bus Aide 31030 - Bus Driver 31043 - Driver Courier 31260 - Parking and Lot Attendant 31290 - Shuttle Bus Driver 31310 - Taxi Driver 31361 - Truckdriver Light 31362 - Truckdriver Medium 31363 - Truckdriver Heavy 31364 - Truckdriver Tractor-Trailer 99000 - Miscellaneous Occupations 99020 - Cabin Safety Specialist 99030 - Cashier 99050 - Desk Clerk 99095 - Embalmer 99130 - Flight Follower 99251 - Laboratory Animal Caretaker II 99252 - Laboratory Animal Caretaker II	24.65 29.82 35.74 24.65 24.65 24.65  25.57 31.09 20.77  ) 23.08  29.82 8.15 9.69 9.69 9.55 10.59 9.43 10.59 11.61 13.92 13.92 14.54 9.33 9.70 24.65 24.65 22.25 24.31 21.54 24.65
30491 - Unexploded Ordnance (UXO) Technician I 30492 - Unexploded Ordnance (UXO) Technician II 30493 - Unexploded Ordnance (UXO) Technician III 30494 - Unexploded (UXO) Safety Escort 30495 - Unexploded (UXO) Sweep Personnel  30501 - Weather Forecaster I 30502 - Weather Forecaster II 30620 - Weather Observer Combined Upper Air Or (see 2 Surface Programs 30621 - Weather Observer Senior (see 2 31000 - Transportation/Mobile Equipment Operation Occupations 31010 - Airplane Pilot 31020 - Bus Aide 31030 - Bus Driver 31043 - Driver Courier 31260 - Parking and Lot Attendant 31290 - Shuttle Bus Driver 31310 - Taxi Driver 31361 - Truckdriver Light 31362 - Truckdriver Medium 31363 - Truckdriver Medium 31363 - Truckdriver Tractor-Trailer 99000 - Miscellaneous Occupations 99020 - Cabin Safety Specialist 99030 - Cashier 99050 - Desk Clerk 99095 - Embalmer 99130 - Flight Follower 99251 - Laboratory Animal Caretaker II 99260 - Marketing Analyst 99310 - Mortician 99410 - Pest Controller	24.65 29.82 35.74 24.65 24.65 24.65  25.57 31.09 20.77  ) 23.08  29.82 8.15 9.69 9.69 9.55 10.59 9.43 10.59 11.61 13.92 13.92 14.54 9.33 9.70 24.65 24.65 24.65 22.25 24.31 21.54 24.65 14.61
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99832 - Surveying Technician	16.27
99840 - Vending Machine Attendant	22.25
99841 - Vending Machine Repairer	28.30
99842 - Vending Machine Repairer Helper	22.25

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family

to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

#### ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life accident and health insurance plans sick leave pension plans civic and personal leave severance pay and savings and thrift plans. Minimum employer contributions costing an average of \$4.54 per hour computed on the basis of all hours worked by service employees employed on the contract.

HEALTH & WELFARE EO 13706: Minimum employer contributions costing an average of \$4.22 per hour computed on the basis of all hours worked by service employees employed on the covered contracts.

\*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 ten paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

- (1) The application of systems analysis techniques and procedures including consulting with users to determine hardware software or system functional specifications;
- (2) The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and related to 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).
- 2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty you will earn a night differential and receive an

additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

#### \*\* HAZARDOUS PAY DIFFERENTIAL \*\*

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance explosives and incendiary materials. This includes work such as screening blending dying mixing and pressing of sensitive ordnance explosives and pyrotechnic compositions such as lead azide black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization modification renovation demolition and maintenance operations on sensitive ordnance explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

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

### \*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract either by the terms of the Government contract by the employer by the state or local law etc.) the

cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of ""wash and wear"" materials may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning daily washing or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract by the contractor by law or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

## \*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\*

The duties of employees under job titles listed are those described in the ""Service Contract Act Directory of Occupations"" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated. \*\* REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE Standard Form 1444 (SF-1444) \*\*

### Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(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 re CONTINGENT FEES**

CITY OF ) ) ss. ISLAND OF GUAM )	
[state name of affiant signing belosays that:	ow], being first sworn, deposes and
1. The name of the offering company or individual is [state n	ame of company]
2. As a part of the offering company's bid or proposal, to the company has not retained any person or agency on a percent arrangement to secure this contract. This statement is made possible of the offering company's bid or proposal, to the company has not retained a person to solicit or secure a contract an agreement or understanding for a commission, percentage for retention of bona fide employees or bona fide establish purpose of securing business. This statement is made pursual 4. I make these statements on behalf of myself as a representative of officers, representatives, agents, subcontractors	cage, commission, or other contingent cursuant to 2 GAR Division 4 § 11108(f). The best of my knowledge, the offering ract with the government of Guam upon ge, brokerage, or contingent fee, except ed commercial selling agencies for the ant to 2 GAR Division 4 § 11108(f).
Subscribed and sworn to before me this day of, 202	Signature of one of the following: Offeror, if the offeror is an individual; Partner, if the offeror is a partnership; Officer, if the offeror is a corporation.
NOTARY PUBLIC My commission expires,	

AG Procurement **Form 007** (Jul. 15, 2010)

## **SPECIAL PROVISIONS**

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

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

	Signature of Bidder Proposer, if an individual; Partner, if a partnership; Officer, if a corporation.		Date
Subscribed and sworn before me this	day of	, 2020	
Notary Public			

## 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.
- [ ] 7. "ALL OR NONE" BIDS: NOTE: By checking this item, the Government is requesting all of the bid items to be bided 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 THE PORT AUTHORITY OF GUAM, Telephone Nos. 477-5931 ext. 276. or ext. 269, at least twenty-four (24) hours before delivery of any item under this solicitation.
- [ ] 25. **BILL OF SALE**: Successful supplier shall render Bills of Sale for each item delivered under this contract. Failure to comply with this requirement will result in rejection of delivery. The Bill of Sale must accompany the items delivered but will not be considered as an invoice for payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.
- [ ] 26. MANUFACTURER'S CERTIFICATE: Successful bidder is required, upon delivery of any item under this contract, to furnish a certificate from the manufacturer indication that the goods meet the specifications. Failure to comply with this request will result in rejection of delivery payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.
- [X] 27. **INSPECTION**: All supplies, materials, equipment, or services delivered under this contract shall be subject to the inspection and/or test conducted by the Government at destination. If in any case the supplies, materials, equipment, or services are found to be defective in material, workmanship, performance, or otherwise do not conform with the specifications, the Government shall have the right to reject the items or require that they be corrected. The number of days required for correction will be determined by the Government.
- [ ] 28. MOTOR VEHICLE SAFETY REQUIREMENTS: The Government will only consider Bids on motor vehicles which comply with the requirements of the National Traffic and Motor Vehicle Safety Act of 1966 (Public Law 89-563) and Clean Air Act as amended (Public Law 88-206), that are applicable to Guam. Bidders shall state if the equipment offered comply with these aforementioned Federal Laws.
- [ ] 29. **SAFETY INSPECTION**: All motor vehicles delivered under this contract must pass the Government of Guam Vehicle Inspection before delivery at destination.

## [ ] 30. GUARANTEE:

## a) Guarantee of Vehicle Type of Equipment:

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

## b) Guarantee of Other Type of Equipment:

The successful bidder shall guarantee all other types of equipment offered, except those mentioned in 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.
- [X] 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.
- [X] 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).
- [X] 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.
- [X] 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.
- [X] 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.
- [X] 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 receive 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 entitles entering or using the Port's facilities must also possess Workers' Compensation Insurance coverage as prescribed by Guam laws and copies of such Certificate of Insurance are to be filed with the Port Police Division. Each certification shall specify that the Port shall be given at least thirty (30) days prior written notice of any cancellation, material change or reduction in coverage.

Interchange Agreement: In lieu of fulfilling the maximum 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.

[X] 43. 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).

[ ] 44. If cancelled, contractor will be red 2 GAR, Div.4 § 3121(e) (1) (G).	imbursed unamortized reasonably incurred non-recurring costs.
	MINISTRATION: If your firm receives a contract as a result of this erson whom we may contact for prompt administration.
Name:	Title:
Address:	Telephone:

## GOVERNMENT OF GUAM SEALED BID SOLICITAITON INSTRUCTIONS

1. <u>BID FORMS</u>: 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.
- 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.  $5~GCA \S 5801$  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. **PROHIBTION 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. <u>CONTRACTOR'S WARRANTY AS TO EMPLOYEES AND SEX OFFENSES</u>. *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 contactor 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 servicedisabled 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.

**REQUIRED DELIVERY DATE:** 30 days from receipt of purchase order for a period of one (1) year upon the availability of funds.

Item	Description	QTY. U	<b>2</b> N/I	Unit Price	Price Extension
No.	Description	QII. O		Price	EXCENSION
1.1	18.5 X 8.50-8 TIRE	10	EA	\$	\$
	SPECIFICATIONS: GOLF CART 6 PLY Rating (REF: NANCO N699)	or equal to	<b>1</b>	BIDDING (	ON/REMARKS:
	Match OEM tires: Low profile for Golf Carts, Summer Type Tires, Big	clearance	on		
	Bidding on:				
	Manufacturer:	·			
	Model:				
	Year:				
	Place of Origin:				
	Date of Delivery:				
2.1	205/70 R16 TIRE	6	EA	\$	\$
	SPECIFICATIONS: 2009 SUV-JEEP PATRIOT			BIDDING (	ON/REMARKS:
	Bidding on: Manufacturer:				
	Model:				
	Year:				
	Place of Origin:				
	Date of Delivery:				
3.1	215/70R15 TUBELESS	4	EA	\$	\$
	SPECIFICATIONS: 2015 TOYOTA TACOMA PICK-UP			BIDDING (	ON/REMARKS:
	Bidding on: Manufacturer:				
	Model:				
	Year:				
	Place of Origin:				
	Date of Delivery:				
4.1	225/70 R15 TUBELESS TIRE	4	EΑ	A \$	\$
	SPECIFICATIONS: 2009 FORD RANGER PICK-UP			BIDDING	ON/REMARKS:
	Bidding on: Manufacturer:				
	Model:Year:				
	Place of Origin:				
	Date of Delivery:				

item No.	Description	QTY. I	JOM	Unit Price	Price Extension
5.1	LT245/75 R16 TUBELESS TIRE		ΞA	\$	
	SPECIFICATIONS: FORD VAN/F250 PICK UP			BIDDING ON/R	
	Bidding on:  Manufacturer:  Model:				
	Year:Place of Origin: Date of Delivery:				
6.1	LT245/75/R17 TIRE, ALL-TERRAIN	2	EA	\$	\$
	SPECIFICATIONS: 2010 FORD 650 DULLY			BIDDING ON/R	EMARKS:
	Bidding on:  Manufacturer:  Model:  Year:  Place of Origin:  Date of Delivery:				
7.1	LT245/55/R18 TUBELESS, ALL-SEASON	8	EA	\$	\$
	SPECIFICATIONS: 2016 FORD EXPLORER SUV INTERCEPTORS			BIDDING ON/R	EMARKS:
	Bidding on:  Manufacturer:  Model:  Year:  Place of Origin:  Date of Delivery:	<del>-</del> -			
8.1	700 X 12 12-PLY TUBETYPE TIRE, NON-DIRECTIONAL	4	EA	\$	\$
	SPECIFICATIONS: 2008 HYSTER 5 TON FORK TRUCK			BIDDING ON/F	REMARKS:
	Bidding on:  Manufacturer:  Model:  Year:  Place of Origin:	_ - -			
	Date of Delivery:				

Item				Unit	Price	
No.	Description	QTY.	UOM	Price	Extension	
9.1	7.50 X 15 12-PLY TUBETYPE TIRE, NON-DIRECTIONAL	4	EA	\$	\$	
	SPECIFICATIONS: 2008 HYSTER 5-TON FORK TRUCK			BIDDING ON/RE	MARKS:	
	Bidding on: Manufacturer:	-				
	Model:	_				
	Year:					
	Place of Origin:					
	Date of Delivery:	_				
10.1	<b>7</b> .50 x 16 12-PLY TUBETYPE TIRE, NON-DIRECTIONAL	4	EA	\$	_ \$	
	SPECIFICATIONS: 2016 DOOSAN 5-TON FORK LIFT			BIDDING ON/RE	EMARKS:	
	Bidding on: Manufacturer:					
	Model:	_				
	Year:	-				
	Place of Origin:	_				
	Date of Delivery:					
11.1	11.00 X 22.5 16-PLY	20	EA	\$	_ \$	
	SPECIFICATIONS: 2016 OTTAWA TRACTORS			BIDDING ON/RI	EMARKS:	
	Pneumatic, 16 Ply, Load Rating G, All Positions (Steer/Drive), Non Directional Tubeless, Drive Position Commercial Radial					
	Bidding on:					
	Manufacturer:					
	Model:					
	Year:					
	Place of Origin:					
	Date of Delivery:	_				
12.1	12.00 X 20 28-PLY TUBETYPE TIRE	4	EA	\$	\$	
	SPECIFICATIONS:  2017 HYUNDAI 20-TON FORK TRUCK (for Forklift), All Positions (Steer/Driv Construction, Non Directional	e), Bias		BIDDING ON/R	EMARKS:	
	Didding on					
	Bidding on: Manufacturer:					
	Model:					
	Year:					
	Place of Origin:					
	Date of Delivery:					

Item No.	Description	QTY.	UOM	Unit Price	Price Extension
13.1	18.00R25 40 PLY TUBELESS	10	EA	\$	\$
15.1		10			
	SPECIFICATIONS: 2009 & 2016 HYSTER TOPLOADER			BIDDING ON/	REMARKS:
	Pneumatic, 40 PLY Rating, (REF: IND-4) o Equal, For All Position (Steer/Drive), Non Directional				
	Bidding on: Manufacturer:				
	Model:				
	Year:				
	Place of Origin:				
	Date of Delivery:				
14.1	GROUP 24 BATTERY 12V 75AMP	8	EA	\$	\$
	Minimum 550 CCA				
	Terminal Type: Auto Post (SAE)			BIDDING ON/	REMARKS:
	Bidding on:				
	Manufacturer:				
	Model:				
	Year:				
	Place of Origin:				
	Date of Delivery:				
15.1	GROUP 58 BATTERY 12V 75AMP	8	B EA	\$	\$
	Minimum 550 CCA			BIDDING ON/	<b>ΡΕΜΔΡΚ</b> ς·
	Terminal Type: Auto Post (SAE)			BIDDING CITY	NEWANIS.
	Bidding on:				
	Manufacturer:				
	Model:				
	Year:				
	Place of Origin:				
	Date of Delivery:				
16.1	GROUP 35 BATTERY 12V 75AMP Minimum 550 CCA	1	2 EA	\$	\$
	Terminal Type: Auto Post (SAE)			BIDDING ON	REMARKS:
	reminar type. Nato 1 330 (5/12)				
	Bidding on:				
	Manufacturer:				
	Model:				
	Year:				
	Place of Origin:				
	Date of Delivery:				

ltem				Unit	Price
No.	Description	QTY.	UOM	Price	Extension
17.1	GROUP 31 BATTERY 12V 75AMP Minimum 950 CCA	12	EA	\$	\$
	Terminal Type: Auto Post (SAE)			BIDDING ON/	REMARKS:
	Bidding on:				•
	Manufacturer:				
	Model:				
	Year:				
	Place of Origin:				
	Date of Delivery:				
18.1	GROUP 31 BATTERY 12V 75AMP	15	EA	\$	\$
	Minimum 700 CCA			DIDDING ON /	DEMADUC.
	Terminal Type: Threaded Stud			BIDDING ON/	<u>REIVIARKS:</u>
	Bidding on:				
	Manufacturer:				
	Model:				
	Year:				
	Place of Origin:				
	Date of Delivery:				
19.1	GROUP 8D BATTERY 12V	2	EA	\$	\$
	Minimum 1200 CCA				
	Terminal Type: Auto Post (SAE)			BIDDING ON/	KEIVIAKKS:
	Bidding on:				
	Manufacturer:				
	Model:				
	Year:				
	Place of Origin:				
	Date of Delivery:	_			
20.1	GROUP 4D BATTERY 12V	4	EA	\$	\$
	Minimum 950 CCA			DIDDING CO.	
	Terminal Type: Auto Post (SAE)			BIDDING ON/	REMARKS:
	Bidding on:				
	Manufacturer:				
	Model:				
	Year:				
	Place of Origin:				
	Date of Delivery:				

ltem No.	Description	QTY. UOM	Unit Price	Price Extension
21.1	12V BATTERY For: Electrical Golf Cart Terminal Type: UT; Wet Charge	12 EA	\$	\$
	Type: Deep Cycle; 155 Ah  @ 20hr Rate; Dimensions: Length-13 1, Width-7 1/16" (179mm), Height-11 3/8		BIDDING ON/I	REMARKS:
	Bidding on:			
	Manufacturer:			
	Model:			
	Year:			
	Place of Origin:			
	Date of Delivery:			
<u>OPTIOI</u>	NAL BID ITEMS: TIRE SERVICES			
ltem			Unit	Price
No.	Description	QTY. UOM	Price	Extension
22.1	VALVE STEMS			
	RUBBER		\$	\$
	INDUSTRIAL		\$	\$
23.1	TIRE DISPOSAL FEE			
	LT/PASSENGER VEHICLES		\$	\$
	INDUSTRIAL VEHICLES		\$	\$
24.1	MOUNTING/DEMOUNTING, BALANCIN ALIGNMENT	G, &		
	LT/PASSENGER VEHICLES		\$	\$
	INDUSTRIAL VEHICLES		\$	\$

## **NOTES:**

- TIRES TO FIT E.T.R.T.O. AND T.R.A. RIMS FOR ITEM NOS. 8.1; 9.1;10.1;11.1;12.1;13.1
- TIRES MUST HAVE DOT TIRE IDENTIFICATION NUMBER FOR ITEM NOS. 2.1; 3.1; 4.1; 5.1; 6.1; 7.1
- BATTERIES ARE ALL LEAD-ACID TYPE, WET-CHARGED, 12VDC, MAINTENANCE FREE FOR ITEM NOS. 17.1;18.1;19.1;20.1;21.1;22.1;23.1;24.1
  - ▲ DEFINITIONS:
  - AH: AMP-HOURS
  - AMP: AMPERE
  - CCA: COLD CRANKING AMPS
  - E.T.R.T.O: EUROPEAN TYRE AND TECHNICAL ORGANIZATION
  - LT: LIGHT TRUCK
  - OEM: ORIGINAL EQUIPMENT MANUFACTURER
  - SAE: SOCIETY OF AUTOMOTIVE ENGINEERS
  - SUV: SPORT UTILITIES VEHICLE

- T.R.A: TIRE AND RIM ASSOCIATION
- V: VOLTS

THESE SPECIFICATIONS HAVE BEEN DEVELOPED BY THE PORT AUTHORITY OF GUAM FLEET AND CRANE DIVISIONS.