



**REQUEST FOR PROPOSAL
NO: RFP-PAG-020-005**

**PERFORMANCE MANAGEMENT CONTRACT FOR
GANTRY CRANES**

**Port Authority of Guam
1026 Cabras Highway
Piti, Guam 96925**

**RORY J. RESPICIO
General Manager**

JULY 2020



PORT OF GUAM
ATURIDAT I PUETTON GUAHAN
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1026 Cabras Highway, Suite 201, Piti, Guam 96925
Telephone: 671-477-5931/35 Facsimile: 671-477-2689/4445
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Lourdes A. Leon Guerrero
Governor of Guam
Joshua F. Tenorio
Lieutenant Governor

REQUEST FOR PROPOSAL RFP-PAG-020-005

Performance Management Contract For Gantry Cranes

The Port Authority of Guam (PAG), a public corporation and an autonomous instrumentality of the Government of Guam, is soliciting proposals from qualified professional individuals, or companies (Offerors) to provide a Performance Management Contract (PMC) for the Port Gantry Cranes at the Jose D. Leon Guerrero Commercial Port.

A Pre-Proposal Conference will be held in the Port Authority of Guam Board of Directors Conference Room at 10:00am on Thursday, August 13, 2020., (Chamorro Standard Time/Guam Time).

Deadline for questions and concerns, is on or before Thursday, August 20, 2020 no later than 10:00am, (Chamorro Standard Time/Guam Time). All Offerors are encouraged to submit any questions, concerns, or inquires in writing.

Request for Proposal (RFP) packages may be obtained at the PAG Procurement and Supply Division Office located on the 2nd floor of the PAG Administration Building, from Monday through Friday, excluding holidays, between 8:00 a.m. and 5:00 p.m., or downloaded for free from the Port of Guam's Website at www.portofguam.com.

Deadline for submission of all proposals is 10:00am Thursday, October 1, 2020. (Chamorro Standard Time/Guam Time). All proposals must be submitted to the attention of the PAG General Manager.

PAG shall have the right to reject, in whole or in part, proposals or offers which have been submitted in response to this RFP, and/or cancel this RFP if it is determined to be in the best interest of the PAG and/or for whatever reason allowed by law and/or regulation. This right to reject and/or cancel is pursuant to GSA Procurement Regulation 3115 (d)(2)(A).

For additional information, contact Mrs. Joy Jean Arceo, Procurement and Supply Manager (671) 477-5931/35 ext. 269 or email at: jrarceo@portofguam.com.

RORY J. RESPICIO
General Manager

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PORT AUTHORITY OF GUAM

PORT AUTHORITY OF GUAM (PAG)
Request for Proposal: RFP-PAG-020-005

Performance Management Contract For Gantry Cranes

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REQUEST FOR PROPOSAL RFP-PAG-020-005

PERFORMANCE MANAGEMENT CONTRACT FOR GANTRY CRANES

BASIC INFORMATION

I. BACKGROUND OVERVIEW:

The Jose D. Leon Guerrero Commercial Port ("Port") is a public corporation and autonomous instrumentality of the Government of Guam, soliciting proposals from qualified and interested Professional Firm(s) to provide services to include, but not limited to, the Performance Management, Operations, Maintenance, Emergency Response, Trouble Shooting, Repairs, and Certification for the Port Gantry Cranes and Training for Port Crane Mechanic Staff.

II. INTRODUCTION

- A. Pursuant to 12GCA §10401. The Port Authority of Guam ("Port") is soliciting proposals from interested and qualified firms ("Offerors") to provide the services of a Performance Management Contractor ("Contractor") to assist with the management of performance, operations, maintenance, emergency response, trouble shooting, repairs required, inclusive of all parts and labor; and preventive maintenance of all equipment and facilities directly associated with the Gantry Cranes, including but not limited to the acquisition for replacement of such equipment on an as needed basis. The contract shall include Certification for the Port Gantry Cranes and Training for the Port Crane Mechanic Staff.
- B. The Port will use procedures prescribed by the Guam Procurement Act, 5 GCA §§5001-5805, and DEPARTMENT OF ADMINISTRATION General Services Administration Procurement Regulations to establish a contract. The website to review the Guam Procurement Act is: www.guamcourts.org/CompilerofLaws/GCA/Title5.html, and Guam Procurement Regulations is: www.guamcourts.org/CompilerofLaws/GAR/02gar.html.
- C. Offerors are expected to have a complete and thorough working knowledge of these laws and regulations.
- D. Issuing Office: This RFP is issued by the Port. No oral explanations in regard to the meaning of the RFP will be made and no oral instructions will be given before award of a contract to the selected Offeror. All proposals and any inquiries from prospective Offerors regarding this RFP must be in writing to:

Mr. Rory J. Respicio
General Manager
Email: rjrespicio@portofguam.com

ATTN Mrs. Joy Jean Arceo
Procurement and Supply Manager
Email: jrarceo@portofguam.com

Address: Jose D. Leon Guerrero Commercial Port
1026 Cabras Highway, Suite 201
Piti, Guam 96925
Tel: (671) 477-5931/35 Ext. 454 or 369
Fax. # (671) 477-4445 or (671) 472-1439

Except to the above persons named, direct or indirect contact with Port Management, Staff, Board Members or any person participating in the selection process is prohibited..

III. QUALIFICATION REQUIREMENT AND DESCRIPTION OF THE SERVICE

This Professional Contract is for a Performance Maintenance Contract to assist the Port's Crane Maintenance Section (CMS) in the Training of Port Crane Mechanic Staff and the Development of a fully functional and operational crane parts, materials, supplies and specialty tools inventory system. The Contractor will also assist in the Performance, Operations, Maintenance, Emergency Response, Trouble Shooting, Diagnostics, and Repairs of Port Gantry Cranes #4, #5 and #6. At a minimum the Contractor shall have the following qualifications:

- Contractor must directly consult with manufacturer (General Electric, Caterpillar, Bomm, ABB, etc.)
- Must have structural, mechanical and electrical engineering capabilities to improve the maintenance and management practices of Port Gantry Cranes.
- Must have experience in providing complete structural, mechanical and electrical analysis of crane functions and systems to maintain cranes at their rated operational performance levels and capacity.
- Must have the ability and experience of providing general engineering and support services to solve maintenance, durability and performance problems of the Gantry Cranes.
- Must be knowledgeable of Gantry Crane parts, supplies, specialty tools and component specifications similar to Port Gantry Cranes as identified in **Attachment No. 4**.

The Contractor must be able to perform diagnostics and troubleshoot all the Port Gantry Crane's electronic drives and software systems (ABB, Siemens and General Electric). At the request of the Port, the Contractor may be tasked to perform Gantry Crane tune-ups bi-annually and/or prior to the Annual Occupational Safety and Health Administration, U.S. Department of Labor (OSHA) Inspection and Re-Certification of all Port Gantry Cranes.

This Professional Contract will cover the following: Structural Components, Electronics, Electrical, Mechanical and Hydraulic System Diagnostics and Troubleshooting of the Gantry Crane Parts, Components, Drives and Software Systems for all Port Gantry Cranes. It will also include supporting facilities such as Gantry Crane tie-down brackets, stowage pin sockets, gantry rails, bumper stops and shore power. Also included are gear boxes, open gearing, band, disc and motor brakes and diesel generator sets. Contractor must be able to perform "Emergency Procurement" at a reasonable cost to the Port when Local Procurement is not suitable due to time constraints and/or operational criticality of the procurement.

Please review Attachment No. 1 for a complete and detailed Description of Services and Requirements

IV. TIME AND DURATION OF THE WORK INVOLVED:

The Contractor shall commence work upon execution of fully executed contract.

1. The term of this contract is for a period of five (5) years. PAG may choose to renew every five years, but total contract period shall not exceed twenty (20) years. (12GCA Ch.10 §10402)
2. The contract shall be awarded on a fiscal year basis including contract renewals, which are subject to the availability of appropriated and/or budgeted funds. If no funds are appropriated and/or budgeted in any given fiscal year, the contract may be terminated upon giving a minimum of thirty (30) days written notice prior to the beginning of the next fiscal year. In the event of cancellation due to insufficient funds, the Contractor will be reimbursed for the unamortized, reasonable incurred, non-recurring cost.

In the event of third party involvement, any work provided by a third party will be approved by PAG prior to execution. PAG will have the authority to communicate directly with the third party as deemed necessary. All materials developed or purchased under this contract will become the sole property of the Port Authority of Guam.

V. TYPE OF CONTRACT:

A Professional Service Agreement will be consummated between the Contractor and the Port. A sample agreement is attached herein as **Attachment No. 2**, for reference. The Port reserves the right to modify the sample Agreement during the proposal period or negotiation period. The Contractor selected must be fully licensed to conduct business on Guam prior to execution of any contract resulting from this RFP.

VI. SUBMISSION DEADLINE AND REQUIREMENTS:

All proposal Submissions in response to this RFP solicitation shall be in writing, must be time-stamped and received at the Procurement and Supply Division, located at the 2nd floor of the Port Authority of Guam (PAG) Administration Building, and shall be to the attention of the General Manager, **no later than 10:00a.m., Thursday, October 1, 2020 Chamorro Standard Time (Guam Time).** No proposals shall be received after such date and time. Additionally, proposals transmitted via facsimile or email will not be accepted.

Offeror's Submissions must include one (1) original, five (5) copies and one (1) CD or USB containing electronic file copy in PDF format. All items should be sealed in one package bearing on the outside the name and address of the Offeror and the RFP Number and Project Title for which the proposal is being submitted.

VII. PRE-PROPOSAL CONFERENCE:

A Pre-Proposal Meeting is scheduled at 10:00am on Thursday, August 13, 2020, Chamorro Standard Time (Guam Time) at the Port Board of Director's Conference Room. No oral statements made at the Pre-Proposal Meeting by Port Personnel shall be relied on. The Port will respond in writing to all inquiries, questions, comments and suggestions.

All Requests for questions, concerns, inquiries and clarifications must be submitted no later than 10:00 a.m. Thursday, August 20, 2020 Chamorro Standard Time (Guam Time). RFI's shall reference the RFP Number, Project Title and must be addressed to the Port Authority of Guam:

Mr. Rory J. Respicio
General Manager
Email: rjrespicio@portofguam.com

ATTN:

Mrs. Joy Jean Arceo
Procurement and Supply Manager
Email: jrarceo@portofguam.com

VIII. LATE PROPOSALS:

Proposals submitted after the above submission deadline will **NOT** be accepted.

IX. OPENING OF PROPOSALS:

Proposals and modifications shall not be opened publicly nor disclosed to unauthorized persons, but shall be opened in the presence of two or more procurement officials or designees of the Port. A register of Proposals shall be established which shall include all proposals, the name of each Offeror, the number of modifications received, if any, and a description sufficient to identify the services offered. The register of Proposals shall be opened for public inspection only after the contract has been awarded. Proposals of Offerors who are not awarded the contract shall not be opened for public inspection.

X. BUSINESS LICENSE:

Offerors must be fully licensed to do business in Guam prior to the execution of any contract resulting from this RFP. Offerors and Sub-consultants must also be registered with the Guam PEALS Board, and authorized to practice Engineering on Guam.

XI. TRADE SECRETS AND PROPRIETARY DATA:

Offerors may designate those portions of their proposal that contain trade secrets or proprietary data, which are to remain confidential. The Port will examine any such request to designate portions of proposals as trade secrets or proprietary data as confidential and determine the validity of such request prior to entering into negotiations with prospective Offeror.

XII. CONTENTS OF THE PROPOSAL:

The Proposal, at the minimum, must contain the following:

A. Transmittal Letter:

1. A transmittal letter, prepared on the Offeror's business stationary, is to accompany the original and required copies of the Submission.
2. The purpose of this letter, which should be brief, is to transmit the Proposal and properly identify the Offeror and any Sub-Contractors.
3. The letter must be signed by an individual who is authorized to bind the Offeror to all statements contained in the Submission.
4. The transmittal letter must make reference to the RFP Number and Project Name for which the Offeror's proposal is being submitted.

B. Statement of Qualifications:

The proposal should demonstrate the ability of the Offeror to perform and provide the services enumerated in the Qualifications and Preliminary Scope of Services attached herein as Attachment No. 1. The Statement of Qualifications must be current, accurate, and complete; thus, shall include the following:

1. The name of the Offeror, the location of Offeror's principal place of business and, if different, the place of performance of the proposed services, the age of the Offeror's business, the average number of employees over the past five (5) years; and the current workload of the Offeror.
2. The abilities, qualifications, experience and the role of the key person(s) that would be assigned to perform the services contained in Attachment No. 1.
3. A list of all contracts under which services similar in scope, size and discipline for the required services, which the Offeror has substantially performed or accomplished as the Prime and/or Principal Firm over the past five (5) years, including client names, addresses, phone numbers and points of contacts. A listing and description of other contracts under which services similar in scope were performed or undertaken within the past five (5) years.

The information is required for the Offeror and each Sub-Contractor, if any. Information regarding the Prime Offeror and each Sub-Contractor should be presented separately. The purpose of this requirement is to provide the Port with a basis for determining the Offeror's and each Sub-Contractor's financial and technical capability for undertaking this project. The Port is not interested in a voluminous description of all prior contracts undertaken, but rather a concise, thorough description of experience relevant to this project.

4. A plan giving as much detail as is practical explaining how the services will be provided or guide in accomplishing the objectives described in Attachment No. 1, including, but not limited to, tasks or activities, deliverables, timelines, how communication and reports will be maintained, etc. Offeror shall include any special services that will be available to the Port.

5. A statement that the Offeror has established and implemented an Affirmative Action Plan.
6. A letter affirming the existence of a Drug Free Workplace Program and Policy at the firm.
7. A statement of agreement with the Port's General Terms and Conditions and the Special General Provisions, which are made part of this RFP document.
8. All items submitted in response to the RFP become the property of the Port and none will be returned.

XIII. SELECTION OF BEST QUALIFIED PROPOSER AND PROPOSAL:

- A. **Evaluation and Ranking:** After receipt of all proposals, the Evaluation Committee established by the General Manager, will conduct an independent evaluation of all proposals received under this solicitation. Each proposal shall be evaluated according to the criteria as reflected herein and shall be ranked accordingly. The ranking of the proposals will be based on the total points awarded to the proposals by each Evaluation Committee member. Each proposal shall be evaluated on the following evaluation factors using a scale of one (1) to one hundred (100).

Offerors may be required to interview or hold discussions with the Evaluation Committee to clarify certain items from the submitted proposal. These discussions, if any, will be in accordance with the Guam Procurement Laws.

In the event of a tie between two or more evaluation scores, Offerors shall be invited to appear before the evaluation committee for further interviews for the purpose breaking this tie.

- B. **Selection:** The selection of the best qualified responsible, responsive Offeror shall be the highest rank offeror. A "Short Listing" will be established based on the ranking results of the evaluation process. The PAG reserves the right to short-list to a maximum of three (3) qualified Offerors.

The highest ranked Offeror will be selected to enter into negotiations with the Port. If an agreement can be reached on reasonable fees, a contract will then be prepared for signatures by both parties. The signature of the Port's General Manager or his designated representative is the only signature that will bind the Port.

If the Port is unable to negotiate a contract with the highest ranked Offeror, the General Manager or designee, may re-solicit for offers or enter into negotiations with the next highest ranked Offeror based on the established short list.

C. Mandatory features:

1. Delivery of a Proposal with a Technical portion/volume;
2. The Proposal and transmittal letter are signed by an individual authorized to bind the company or firm;
3. The Proposal is valid for ninety (90) days from the deadline or close of the RFP;
4. The minimum format and content required by the RFP is presented in the Proposal;
5. Compliance with the Required Forms identified in Section XVI; and
6. Contract Terms and Conditions described in the RFP have been agreed to;
7. Compliance to Specific Requirements:
 - i. Evidence or statement of establishment and implementation of an Affirmative Action Plan;
 - ii. Evidence or statement of establishment and implementation of a Drug Free Workplace Program.

Failure to comply with any of the aforementioned mandatory features or requirements shall result in the disqualification or rejection of the submitted Proposal. Minor irregularities in the Proposals that are immaterial or inconsequential in nature may be waived by the Committee whenever it is deemed in the best interest of the Commercial Port.

XIV. EVALUATION CRITERIA:

Proposals will be evaluated by a PAG Evaluation Committee according to the following criteria and scoring system:

A. Proposed Organization Structure & Personnel (Maximum 30 points)

Describe the Offeror's organization and management structure, including if any, parent companies. The proposed organization structure shall include (if any) proposed Sub-contractors that are expected to perform certain tasks or projects. Offeror shall demonstrate the ability to perform the services based on the selected team, key personnel, available equipment and facilities. Offeror must present the key personnel and explain how their knowledge and experience make them uniquely qualified to undertake and manage the project. Provide a team organizational chart to show reporting relationships. Resumes for key personnel shall be provided highlighting relevant education, training, licensing, and registration/certifications, and years of experience performing similar work or duties.

B. Background and Experience (Maximum 40 points)

This criterion is intended for the Offeror to demonstrate its knowledge and past experience in successfully delivering similar projects in the management of the performance, operation and maintenance of cranes. Details and complexity of previous projects shall be described at a level to provide PAG confidence that the Offeror can meet or exceed the project goals. The record of past experience and contract performance of the firm related to the scope of services to be provided. References may be contacted at PAG's discretion to verify information provided.

1. Knowledge, resourcefulness and experiences of the Electronics, Electrical, Mechanical and Hydraulic functions of Gantry Cranes with complete understanding of all parts and components that make up the Gantry Cranes **(20 points)**.
2. Knowledge, experience and ability to be resourceful in diagnostics and troubleshooting electronic drives and software systems with the same or similar to ABB, Siemens, Value Trol, General Electric and other systems associated with the type of Port Gantry Cranes listed in Attachment No.4 of this RFP **(20 Points)**.

C. Functional and Technical Approach (Maximum 30 points)

This criterion is intended to evaluate the Offeror's plan for performing the required services. The plan should provide detail information on how the functional and technical requirements identified in this RFP will be accomplished, to include time, personnel and other resources.

The General Manager will review the recommendation of the Evaluation Committee and shall, in concert with the appropriate Technical Staff representatives, make the final selection.

XV. FEE PROPOSALS:

Offerors shall not submit any cost or pricing data with their proposal. Fee proposal will be solicited by the Port upon selection of the highest ranked proposal and be submitted at a time and in a format as determined by the Port.

XVI. REQUIRED FORMS:

Offerors must submit all forms required in this solicitation. Failure to submit any of the required forms may result in disqualification and rejection of the Offeror's proposal. The following required forms to accompany the Offeror's proposals are included and made part of this RFP:

- A. Special Reminder to Prospective Offerors: This form is the checklist of the required forms to be submitted accompanying the proposals. By completion and submittal of this form, the Offeror acknowledges and understands its intent and implications. Offerors are held responsible for ensuring that all documents required in this RFP, which may not appear on the checklist, are submitted with their proposal.

- B. *Affidavit Disclosing Ownership and Commissions (Form AG-2)*: Guam Law requires that any partnership, sole proprietorship, or corporation doing business with the government of Guam shall submit an affidavit executed under oath that lists the name and address of any person who has held more than ten percent (10%) of the outstanding interest or shares in said partnership, sole proprietorship, or corporation at any time during the twelve (12) month period immediately preceding submission of the Proposal.

1. The affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship or corporation which have been held by each such person during the twelve (12) months period. In addition, the affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity, or other compensation for procuring or assisting in obtaining business related to the work described in this RFP for the Offeror and shall contain the amounts of such commission, gratuity, or other compensation. The affidavit shall be opened and available to the public for inspection and copying.

Following is a list of the remaining required forms in Attachment 3.

- C. Affidavit re Non-Collusion, **AG-Form 3**
- D. Affidavit re No Gratuities or Kickbacks, **AG-Form 4**
- E. Affidavit re Ethical Standards, **AG-Form 5**
- F. Declaration re Compliance with U.S. DOL Wage Determination, **AG-Form 6**
- G. Affidavit re Contingent Fees, **AG-Form 7**
- H. Restriction against Sex Offenders Employed by service providers to Government of Guam from working on Government Property

END OF BASIC INFORMATION

GENERAL TERMS AND CONDITIONS

1. AUTHORITY:

This Request for Proposal (RFP) Solicitation is issued subject to all the provisions of the Guam Procurement Act (5GCA Chapter 5) and the Guam Procurement Regulations (copies are available for inspection from the following websites):

www.guamcourts.org/CompilerofLaws/GCA/Title.html
[www.guamcourts.org/CompilerofLaws/GAR/\[\]@gar.html](http://www.guamcourts.org/CompilerofLaws/GAR/[]@gar.html)

The RFP requires all parties involved in the preparation, negotiation, performance, or administration of contracts to act in good faith.

2. EXPLANATION TO OFFERORS:

No oral explanation in regard to the meaning of the specification will be made and no oral instructions will be given before the award of the proposal. Discrepancies, omissions, or doubts to the meaning of the specifications should be communicated in writing to the named contact individual of the requesting agency/department for interpretation. Offerors should act promptly and allow sufficient time for a reply to reach them before submission of their proposals. Interpretation, if required, shall be made in the form of an amendment or addendum to the RFP which will be forwarded to all prospective Offerors and its receipt by the Offerors should be acknowledged on the proposal form.

3. METHOD OF AWARD:

The PAG reserves the right to waive any minor informality or irregularity in proposals received. The PAG shall have the prerogative to award, amend, or reject proposals in whole or in part. It is the policy of the PAG to award contracts to selected Offerors duly authorized and licensed to conduct business in Guam.

4. REJECTION:

The PAG shall have the prerogative to reject proposals in whole or in part if a determination is made that such action is in the best interest of the PAG.

5. TAXES:

Offerors are cautioned that they are subject to Guam Income Taxes as well as other taxes on Guam transactions. Specific information on taxes may be obtained from the Department of Revenue and Taxation.

6. LICENSING:

Offerors are cautioned that PAG will not consider for award any offer submitted by a proposer who has not complied with the Guam Licensing Law. Specific information on licenses may be obtained from the Department of Revenue and Taxation.

7. COVENANT AGAINST CONTINGENT FEES:

The Offeror warrants that he has not employed any person to solicit or secure any resultant contract upon agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the PAG the right to terminate the contractor, or in its discretion to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commission payable by contractors upon contract or sales secure or made through bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business.

8. JUSTIFICATION OF DELAY:

The Offeror, who is awarded the proposal, guarantees that the service will be completed within the agreed upon completion date. If, however, the Offeror cannot comply with the completion requirement, it is the Offeror's responsibility to advise the PAG in writing explaining the cause and reason of the delay.

9. EQUAL EMPLOYMENT OPPORTUNITY:

Section 3.01 of the Executive Order 10935 dated March 7, 1965 requires the Offeror not discriminate against any employee or applicant for employment because of race, creed, color, age, marital status, and ancestry, persons with disabilities or national origin. The Offeror will take affirmative action to secure that applications for employment are processed equitably and employees are treated equally during employment without regard to their race, creed, color or national origin.

10. ASSIGNMENT:

Assignment will not be accepted without prior approval from PAG. Request for approval of assignment must be made with submission of proposal. No assignment will be accepted if request is not made with the proposal.

11. DETERMINATION OF RESPONSIBILITY OF PROPOSER:

The PAG reserves the right for securing from Offerors information necessary to determine whether or not they are responsible and to determine the responsibility in accordance with Section 3116(2) of the Guam Procurement Regulations.

SPECIAL GENERAL PROVISIONS

1. PROPOSALS:

The Offeror is required to read each and every page of the RFP document and by the act of submitting a proposal shall be deemed to have accepted all conditions contained therein. In no case will failure to inspect constitute grounds for a claim or for the withdrawal of a proposal after opening. Proposals shall be filled out and signed in ink or typewritten. Erasures, omissions and/or other changes in a proposal must be explained and annotated with the signature of the Offeror. Proposals containing any conditions, omissions, unexplained erasures or alterations or items not called for in the Proposal, or irregularities of any kind shall be rejected by the PAG as being incomplete and non-responsive.

2. GENERAL INTENTION:

Unless otherwise specified, it is the declared and acknowledged intention and meaning of these Special General Provisions and General Terms and Conditions for the Offeror to provide the PAG with specified services.

3. AUTHORIZED REPRESENTATIVE AND CONTACT FOR CONTRACT ADMINISTRATION:

All proposals submitted in response to this RFP shall be signed by an individual authorized to bind the Offeror to all statements, information and the services contained in the proposal. The Offeror is required to include in the proposal a written authorization designating a representative for the purpose of negotiating and executing a contract pursuant to this RFP and allowing such representative to negotiate on behalf of the Offeror. The authorization shall include:

- a. Name of Authorized Person
- b. Title of the Authorized Person
- c. Contact Numbers: Office, Fax, Mobile Phone
- d. E-mail address, if any.

4. DISCUSSIONS:

The PAG may conduct discussions with all qualified Offerors who are prepared to discuss their proposals for the purpose of clarifying questions regarding the proposal content and to afford Offerors an opportunity to further explain or clarify proposal details. All qualified Offerors will be provided full and equal treatment with respect to any opportunity for discussion. During discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors.

Offerors will be afforded an opportunity to clarify and revise their proposals prior to the conclusion of discussions and prior to final ranking by the Evaluation committee. There will be no official call for best and final proposals. The submission of revisions pursuant to discussions will be optional and at the sole discretion of individual Offerors. All discussions with the Offeror will be recorded and preserved for the procurement record.

5. PAYMENT:

Payment shall be made using a method mutually agreed upon by the PAG and the successful Offeror.

Unfulfilled task(s) will not be paid

6. RECEIPT AND HANDLING OF PROPOSALS:

Envelopes containing proposals shall be sealed and marked on the outside with the name and address of the Offeror, the description of the services being solicited and the time and date of submission. Telegraphic proposals will not be considered, nor will modification by telegraph of proposals already submitted be considered. Proposals shall be mailed or hand carried so that they are received on or

before the submission deadline as indicated in the RFP document. All proposals received, hand delivered or through the mail, after the established submission date and time will not be accepted and shall be deemed "late proposals" and non-responsive.

Proposals and modifications shall not be opened publically nor disclosed to unauthorized person, but shall be opened in the presence of two or more procurement officials or designees of the PAG. A Register shall be established which shall include all proposals, the name of each Offeror, the number of modification received, if any, and a description sufficient to identify the services offered. The Register of Proposals shall be opened to public inspection only after award of the contract. Proposals of Offerors who are not awarded the contract shall not be opened to public inspection.

7. WITHDRAWAL OF PROPOSALS:

Proposals may be withdrawn by written or facsimile notice received by PAG at any time prior to the conclusion of any discussion that may take place between PAG and one or more Offeror. Proposals may be withdrawn in person by an Offeror's authorized representative upon verification of the representative's authority and execution of a receipt for the Offeror's returned proposal.

Negligence on the part of the proposer, in preparing the proposal, grants no right for the withdrawal of the proposal, after it has been opened. All items submitted in response to the RFP become the property of the PAG and none will be returned.

8. LATE PROPOSALS:

Late proposals will **NOT** be accepted.

9. LIABILITY FOR COST TO THE PROPOSAL:

The PAG is not liable for any cost incurred by the Offeror in connection with this RFP. By submitting a proposal, the Offeror specifically waives any claim against the PAG for any expenses incurred in proposal preparation. Submitted proposals become the property of the PAG and will be a part of the official procurement record. Offerors' request for the return of specific proprietary material may be considered by the PAG.

10. RIGHT TO AMEND, CANCEL OR REISSUE:

The PAG reserves the right to amend, supplement or cancel the RFP, in whole or in part at any time, or reject any or all proposals submitted in response, or reissue the RFP, when this action serves the best interest of the PAG.

11. CONTRACT PROVISIONS:

The PAG reserves the right to include any part of the Offeror's Proposal in the final agreement or contract. The Offeror's Proposal may be subject to additional conditions and terms as may be imposed by the PAG during contract negotiations.

All Offerors warrant that they have not employed any person to solicit or secure any resolution contract based upon a promise for a commission, percentage, brokerage or contingent fee. Breach of such warranty shall be grounds for the PAG to terminate clarifying discussion or pre-contract negotiations or immediately terminate any contact that has been executed pursuant to this RFP.

The PAG will conduct negotiations with the best qualified Offeror. If the best qualified Offeror and the PAG are unable to agree on the terms and conditions of a contract, then the PAG may, at its sole and absolute discretion, terminate negotiations. In such instance, the PAG will have the right to initiate negotiations with the next highest ranked Offeror.

By submitting a proposal, the Offeror specifically understands and agrees that it has a duty to explain and clarify any and all conditions imposed on, or included in, its responses and questions in this RFP.

The Offeror further understands that it has an affirmative duty to inquire about and clarify any section of the RFP that the Offeror does not understand or that the Offeror believes may be susceptible to more than one interpretation.

12. SPECIAL PERMITS AND LICENSES:

The Offeror shall, at his/her own expense, procure all permits, certificates and licenses and shall give all notices and necessary reports required by law for the execution of the work.

13. LAWS TO BE OBSERVED:

- a. The Offeror accepts sole responsibility for compliance with any/all applicable federal and local laws, codes, ordinances, and regulations which affect those engaged or employed in the work, or the material or equipment used in or upon the site, contemplated by this RFP. No misunderstanding or ignorance on the part of the Offeror of applicable laws, codes, ordinances, or regulations will in any way serve to modify any contract executed pursuant to this RFP.
- b. **Restriction Against Contractors/Consultants Employing Convicted Sex Offenders from Working at Government of Guam Venues. (Subsection 5253 of Title 5 Guam code Annotated)**
 - i. No person convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA in Guam, or an offense in any jurisdiction which includes, at a minimum, all of the elements of said offenses, or who is listed on the Sex Offender Registry, and who is employed by a business contracted to perform services for an agency or instrumentality of the government of Guam other than a public highway.
 - ii. All contracts for services to agencies listed herein shall include the following provisions: (1) warranties 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 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; and (2) that if any person providing services on behalf of the 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 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.
 - iii. Duties of the General Services Agency or Procurement Administrators. All contracts, bids or Request for Proposals shall state all the conditions in §5253(b).
 - iv. Any Contractor/Consultant found in violations of §5253(b), 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 within the stipulated period may result in the temporary suspension of the contract at the discretion of the contracting authority.
- c. **Port Security Guidelines:** Any Offeror performing work on PAG property shall be required to comply with any applicable law, regulation, or policy regarding Port security, including but not limited to 33 CFR 105 and the following conditions:
 - i. Contractors/Consultants and/or vendors authorized to conduct business within the controlled or restricted areas must pre-arrange their visits a minimum of twenty-four (24) hours in advance. Such notice shall indicate contractor/vendor company name, list of employees with either Social Security number or Driver's License number

requesting entry, the time and date of their anticipated visit, and the nature of the business/work.

- ii. No personnel, visitors or other non-employees shall have access to restricted areas without Port Police clearance or escort (when required) consisting of a properly identified employee authorized access.
- iii. The PAG Police division currently issues identification cards to Port Authority employees, tenants, users and other persons authorized to enter the Commercial Port compound. Temporary I. D.'s, is without a photo, however bears a control number and must be signed out to visitors requesting access in exchange for an acceptable valid photo I.D. The temporary I.D. card must be worn and visibly displayed on the exterior of the bearer's clothing. Lost or misplaced temporary I.D. cards must be reported immediately to the Port Police Division. Failure to report and/or return the issued temporary I.D. card constitutes a security breach and shall disallow holder to enter the terminal compound for the entire contractual period.
- iv. Contractor/Consultant must comply with the commercial Port's Insurance Policy (Policy Memorandum 97-001); submit listing and attach copies of registrations and proof of insurance of each company vehicle and/or equipment to be utilized and brought into the area. Third party contractual services shall be required to adhere to the same conditions as the primary contractor. If third party cannot fulfill the minimum insurance requirements the primary contractor shall be responsible to ensure coverage under their policy and show proof of coverage to Commercial Port Police prior to initiating performance.
- v. Upon clearance of company vehicle and/or equipment documents submission, temporary passes will be issued by the Commercial Port Police division. In instances where Contractor/Consultant/Vendors are required to conduct business or perform work in any of the areas within the terminal compound on a "near daily" seven (7) consecutive days basis, a written notice of twenty-Four (24) hours advance notice is required.
- vi. Contractor/Consultant or his sub cannot enter the gantry cranes without proper authorization of the port's Maintenance Manager or his designee.

d. Transportation Workers Identification Credential (TWIC)

- i. TWIC is a common identification credential for all personnel requiring unescorted access to secure areas as defined in the Maritime Transportation Security Act or MTSA-regulated facilities and vessels, and all mariners holding U.S. Coast Guard issued credentials. Transportation Security Administration will issue workers a tamper resistant "Smart Card" containing the worker's biometric (fingerprint template) to allow for a positive link between the card itself and the individual.
- ii. In accordance with a U.S. Coast Guard approved security plan, owners/operators define the areas of vessels or facilities that are "secure areas" and therefore require access control measures.
- iii. It will be the responsibility of the successful Offeror to comply with TWIC Program. For additional information, contact TSA's TWIC Program Help Desk at 1-866-DHS-TWIC (1-866-347-8924). You may also correspond by email at uscg-twic-helpdesk@uscg.mil. For specific questions regarding implementation for 105 or 106 facilities owners/operators/facility security officer/CSO's are encouraged to seek directly from the local Captain of the Port.

14. STATUS OF OFFEROR:

Offeror and its officers, agents, servants, subcontractors and employees are independent contractors performing professional services for the PAG, and are not employees of either the Port or the government of Guam. Offeror and its officers, agents, servants and employees shall not accrue vacation or sick leave; participate in the government of Guam retirement system, insurance coverage, bonding, use of government vehicles or any other benefits accorded to government of Guam employees. Offeror agrees that Offeror and its employees, officers, directors, agents, servants, and subcontractors are not and will not become an employee, officer or Board member of the Port at any time during the duration of this Agreement, and will otherwise comply with the provisions of the Guam Procurement Law regarding ethics in public contracting (Title 5 Guam Code Annotated, Chapter 5, Article 11 and its associated rules and regulations). Nothing in any contract pursuant to this RFP or any action taken pursuant to this RFP shall be deemed or construed in any manner or for any purpose to evidence or establish as between Offeror and the PAG a relationship of partnership, agency, association, joint, venture or representative, not authorize any party to undertake or bind any obligation or responsibility on behalf of the other party. In addition, there shall be no withholding of taxes by the PAG for the Offeror.

15. INSURANCE:

The successful Offeror shall procure and maintain at their own expense all necessary comprehensive insurance for their employees including but not limited to Worker's Compensation and General Liability Insurance required by the PAG.

16. OWNERS RIGHT TO REJECT PROPOSAL:

The PAG may make such investigation as deem necessary to determine the ability of the Offeror to perform the work and the Offeror shall furnish to the PAG all such information and data for this purpose as the PAG may request. The PAG reserves the right to reject Offeror if the evidence submitted by, or investigation of such, Offeror fails to satisfy the PAG that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein. Conditional proposals will not be accepted.

Minor irregularities in proposals that are immaterial or inconsequential in nature may be waived by the PAG whenever it is deemed in the best interest of the PAG.

17. CONFIDENTIAL OR PROPRIETARY INFORMATION:

Proposals of Offerors who are not awarded the contract shall not be opened to public inspection, but will be part of the official procurement record. After award, the proposal of the Offeror receiving a contract will become available for public inspection. If the Offeror selected for award has requested in writing the non-disclosure of trade secrets or other proprietary data so identified, the PAG shall examine the designated information to determine whether such information shall become proprietary. If the PAG and the Offeror are unable to agree as to the disclosure of certain portions of the Offeror's proposal, the PAG shall inform the Offeror in writing what portion of the proposal will be disclosed and that, unless the Offeror withdraws the proposal or protests under 5GCA Article 9 (Legal and Contractual Remedies) of the Procurement Act, the information may be so disclosed. [Refer to Title 2, Guam Administrative Regulations, Division 4, Section 3114(h)(2)]

18. ETHICAL STANDARD:

The Offeror 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 set forth in Guam's Procurement Code or Regulations pertaining to ethics in public contracting. Offeror represents that it will comply with ethical obligations under Guam Procurement Law. See 5GCA Sections 5601-5677.

19. PROHIBITION AGAINST GRATUITIES AND KICKBACKS:

- A. Gratuities. It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee, to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.
- B. Kickbacks. It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement of the award of a subcontract or order.

20. APPLICABILITY OF GUAM PROCUREMENT LAW:

If any part of this RFP is contrary to the Guam Procurement Law or contains ambiguous terms, then such portion of the RFP shall be interpreted or resolved in favor of or according to the provisions of the Guam Procurement Law.

***END OF GENERAL TERMS AND CONDITIONS**
AND
SPECIAL GENERAL PROVISIONS*

ATTACHMENT 1

Qualification Requirements and Scope of Services

ATTACHMENT 1

RFP NO. PAG-020-005

PERFORMANCE MAINTENANCE CONTRACT FOR GANTRY CRANES

QUALIFICATIONS REQUIREMENT AND PRIMARY SCOPE OF SERVICES

Intent:

Pursuant to 12GCA §10401, The Port Authority of Guam (Port) is soliciting a Request for Proposal (RFP) for a Performance Management Contract (PMC) for the Training of Port Crane Mechanic Staff and the Performance, Operation, Maintenance Emergency Response, Trouble Shooting, Diagnostic and Repairs to Port Gantry Cranes on an On-Call, As Needed Basis. This service is inclusive of all parts and labor; performance monitoring requirements; and preventive maintenance of all equipment and facilities directly associated with the Gantry Cranes, including, but not limited to the acquisition for replacement of such equipment.

Qualifications and Requirements:

At a minimum the Contractor shall have the following qualifications:

- Must have the Structural, Mechanical, Electrical Engineering Certification and Capabilities to improve the maintenance and management practices of the Gantry Cranes.
- Must have the experience in providing a complete Structural, Mechanical and Electrical analysis of functions and systems to maintain cranes at their rated operational performance levels and capacity.
- Must have the experience, resources and ability to provide Technical Support in crane refurbishment and/or equipment modification to improve Gantry Crane operational productivity.
- Must have the ability and experience in providing general engineering support services to solve maintenance, durability and performance problems of Gantry Cranes.
- Must be knowledgeable of the Gantry Crane parts descriptions and component specifications similar to Port Gantry Cranes as described in **Attachment No. 4**
- Must have the experience in diagnosing and/or troubleshooting electronic drives and software systems, ABB, Siemens, General Electric and other systems identified in **Attachment No. 4**.

Description of Services:

The Contractor is expected to perform the following list of services via a Task Order based request process. The list of services are as follows:

Training:

The Contractor will identify the appropriate training and certification for crane mechanic staff. Training will be provided by:

- **Caterpillar Diesel Generators** – a basic understanding of diesel operation, including automatic controls with electronic governor.
 - Maintenance procedures.
 - Fluids and Filters.
 - Battery Management.
 - Cooling Systems Management
 - Failure Modes and Frequencies of maintenance.
 - Troubleshooting methodologies.
- **ABB Training – PLC and CMS**
 - Basic understanding of PLC and CMS operations
 - Basic Understanding of ABB, PLC and CMS and the connected computer.
 - Trouble shooting using PLC and CMS Monitor/program computer.
- **General Electric Motor Drives and Motors**
 - Thorough understanding of Open Gearing, Gear Reducers, Band Disc and Motor Brakes Systems.
 - Thorough understanding of DC Motors and Drive operations.
 - Specific understanding of the ABB, Siemens and General Electric motor drives, monitoring procedure and adjustment procedures.
 - Specific trouble shooting methodologies.
- **Bromma- Spreader**
- **Hydraulic and Electric Drawing Comprehension**
 - All Crane Mechanic Staff must demonstrate their understanding of Hydraulic and Electric drawings and prints.
 - Basic understanding of Hydraulics and Electrical principles.
 - Specific training on the hydraulic systems on cranes.
- **Market Research/Procurement**
 - Assist Port Crane Mechanic Staff on the ability to locate and resource gantry crane parts, materials and supplies, using the various software systems, parts catalogs. Train the Crane Mechanic Staff to obtain literature, brochures and manuals for specific parts, materials and supplies.
- Any of the latest Training available in the Gantry Crane Industry not covered above.
- Any and all training recommendations will be negotiated and approved by the Port prior to implementation.

Parts, Supplies & Specialty Tools Inventory System:

The Contractor will assist Port Staff in developing and implementing a fully functional and operational Gantry Crane Parts, Supplies and Specialty Tools Inventory System. Contractor will work closely with Port Crane Mechanic Staff to insure proper implementation, training and transition.

- Contractor and Port will work together to establish an annual parts inventory and budget. This inventory and budget will include the normal wear and tear, fast moving parts, materials, supplies and specialty tools as well as the schedule for replacement of larger, high priced and critical replacement parts, as well as the establishment of a contingency budget/cost for emergency breakdowns.
- The Contractor will assist and guide Port Staff in maintaining and managing the parts, materials, supplies and specialty tools inventory using Industry Best Practices in order to ensure that the Gantry Cranes are maintained and operated in an efficient and cost effective manner.

Procurement:

The Contractor will assist and guide Port Staff with managing the procurement of parts, materials and supplies necessary to support the crane performance management, operations, maintenance, emergency response, troubleshooting, repairs and certification functions. The Contractor and Crane Mechanic Staff will work together to purchase the parts, materials and supplies that are for regularly scheduled maintenance using the Government of Guam Procurement Process and the AS400 system.

➤ **Programmed Procurement:**

On an annual basis the Contractor and PAG will assist Port Staff in the preparation of an Operations and Maintenance (O&M) budget. Based on this budget, the Contractor will coordinate with PAG to make programmed procurements during the fiscal year for its operations to support crane management, operations and maintenance.

➤ **Unscheduled or Emergency Procurements:**

As emergency or unscheduled procurement needs arise, the Contractor will assist PAG to arrange procurements in an expedited/emergency fashion. As with the programmed procurements, the Contractor will be responsible to assist the Port for budgeting unscheduled or emergency procurements when they arise to support crane management, operations and maintenance.

➤ **Reimbursement:**

PAG will reimburse Contractor only for Major Capital Unscheduled purchases and Emergency Procurement purchases. PAG will reimburse the Contractor for major capital unscheduled purchases and the unscheduled emergency procurement purchases on the actual cost plus a reasonable charge for administration or finance costs, said fee to be negotiated. Programmed procurement purchases shall not exceed the amounts budgeted by the Contractor and approved by Port.

➤ **Local Vendor Preference:**

Contractor is encouraged to utilize local vendors in performing its procurement functions.

➤ **Audits:**

The Contractor shall allow PAG and its designated agent access to all procurement and cost records. All procurement and cost records and processes are subject to audit by PAG or its designated agent.

Equipment Certifications:

The Contractor and Port Staff will work together in obtaining all crane certifications required by Federal and Guam law including the regulations in 29 CFR Chapter XVII, Part 1919, which provides the procedures and standards governing accreditation of person by the Occupational Safety and Health Administration, U.S. Department of Labor, (OSHA) for the purpose of shore based material handling devices, and the manner in which such certification shall be performed.

Ad Hoc Services:

- Emergency Response – The Contractor will assist in the Performance Management, Operations, Maintenance, Diagnostics and Troubleshooting and Repairs of Port Gantry Cranes.
- Contractor will provide detailed reports of problem assessments and recommended solutions and/or suggestive approaches, and must submit to the Maintenance Manager or his designee.
- Contractor will provide Support Services including but not limited to: design of repair or replacement, preparation of sketches or drawings, assistance in the manufacture or assembly of, parts for gantry crane repairs, and coordinate and liaison with system manufacture for technical diagnostic consultation, etc. Any modification of the Gantry Cranes structural components being considered and/or recommended by Contractor shall require the written permission and approval by the Gantry Crane Manufacturer prior to initiating such modifications.

And All Other Related Tasks that may be required.

ATTACHMENT 2

SAMPLE AGREEMENT

AGREEMENT
BETWEEN
JOSE D. LEON GUERRERO COMMERCIAL PORT
(PORT AUTHORITY OF GUAM)
AND
COMPANY NAME

THIS AGREEMENT is entered into by and between the **JOSE D. LEON GUERRERO COMMERCIAL PORT (PORT AUTHORITY OF GUAM) ("Port")**, a public corporation and autonomous instrumentality of the government of Guam, whose address is 1026 Cabras Highway, Suite 201, Piti, Guam 96925 ("Authority") and **COMPANY NAME ("Contractor")** authorized and licensed to do business in Guam, whose address is: 12345

WHEREAS, the Port issued a Request for Proposal ("RFP") RFP No. PAG-020-0XX (Exhibit 1) seeking to retain a Contractor to perform **Performance Management Contract for Gantry Cranes** (4, 5 and 6).

WHEREAS, the Contractor responded to the RFP through submitting a proposal (Exhibit 2) to provide services in accordance with the RFP, **Contractor** was selected as the highest most qualified Offeror;

WHEREAS, in submitting the Proposal, Contractor warrants and represents that it possesses the necessary, personnel, knowledge, resources and experience to perform the work and services herein described professionally, skillfully and diligently; and

WHEREAS, the Port desires to retain the Contractor as an independent contractor on the terms and conditions set forth in this Agreement and Contractor has agreed to accept such retainer;

WITNESSETH, in consideration of the mutual covenants hereinafter set forth, the Parties agree as follows:

I. Statement of Services to be Performed.

A. Scope of Work. The Contractor shall furnish a Performance Management Contract for the Services to the Port pursuant to and in accordance with the RFP. A copy of the RFP, and Contractor's Proposal are attached as Exhibit 1 & Exhibit 2, also attached is the negotiated rates/fees agreed upon by both parties and identified as Exhibit 3.

B. Contractor Provisions of Resources. Contractor agrees to furnish all qualified personnel, resources, knowledge, facilities, tools, equipment and materials to perform the services provided for in this Agreement. Contractor represents that it and its employees possess the professional and technical expertise, knowledge and resources necessary to perform the services described herein in a professional, skillful and diligent manner. The Port may, in its sole discretion and based upon availability, provide staff assistance to Contractor in furtherance of this Agreement. The Contractor shall insure that its employees, agents and all other personnel engaged to provide the services hereunder shall be informed of all relevant provisions of this Agreement.

C. Other Work. The Port acknowledges and agrees that Contractor may provide services to other clients, persons or companies apart from the services performed in this Agreement, as long as the performance of such other services does not in any way conflict with or hinder the performance of services herein. In the event the Port discovers or determines that the Contractor is providing services to a third party which conflicts with or hinders the performance of services under this Agreement, Contractor must immediately cease performing those third party services upon being provided written notice by the Port and the Port may invoke any further available remedies under the terms of this Agreement.

D. Location of Services. Contractor may perform the services under this Agreement at the Jose D. Leon Guerrero Commercial Port, 1026 Cabras Highway, Suite 201 Piti, Guam 96925 or any suitable location as approved by both parties.

II. Term of Agreement.

The term of the contract is for five (5) years, with options to renew every five (5) years and shall not exceed a total of twenty (20) years subject to the availability of funds. At the end of any renewal period will be subject to the consent of both parties if reasonable and justified and subject to price adjustment and availability of appropriated and/or budgeted funds.

III. Compensation.

A. Compensation. The Port shall compensate the Contractor based the rates and fee schedule attached as Exhibit 3 (mutually agreed upon during fee negotiation) for performing the services outlined in the RFP.

B. Payment Terms. Payment shall be made upon the Payment Terms set forth in the RFP and based on deliverables. Payment shall only become due upon the receipt and certification by the Port of documents and reports described in the RFP and upon satisfactory performance by Contractor of the services in compliance with the terms of this Agreement, and shall be payable within thirty (30) days. Upon written notification by the Port of unsatisfactory performance by Contractor, Contractor shall immediately remedy its performance. Failure to remedy said unsatisfactory performance may result in the Port taking action in accordance with Section IV of this Agreement.

C. Expenses. Contractor shall be responsible for all expenses incurred in order to perform the services stipulated under this Agreement.

D. No Compensation Prior to Approval of Agreement. The Port shall not be liable to Contractor for any services performed by Contractor prior to full execution of this Agreement by all parties, and all Contractor expressly waives any and all claims for services performed in expectation of this Agreement prior to its full execution.

E. Final Payment. Final payment shall be made upon satisfactory performance of all services required to be performed by Contractor under this Agreement. Prior to the final payment due Contractor, and as a condition precedent thereto, Contractor shall execute and deliver to the Port a release in form approved by the Port of claims against the Port arising under this Agreement. Contractor expressly waives the provision of Section 82602 of Title 18, Guam Code Annotated, which states:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

F. Payment. All rates and prices and payments to the Contractor shall be in the currency of the United States.

IV. Early Termination.

A. By the Port. The Port reserves the right to cancel or terminate this Agreement prior to its completion:

(i) Termination without Cause: The Port may terminate this Agreement, without cause, upon the delivery of written notice to the Contractor at least thirty (30) days prior to the intended date of termination;

(ii) Termination in the Best Interest of the Government of Guam: The Port may terminate this Agreement based upon a determination that such termination is in the best interests of the Government of Guam by delivering a written notice of such termination to the Contractor and the effective date of such termination. Circumstances for termination under this clause include but are not limited to Contractor's successful completion of services under this Agreement to the satisfaction of the Port.

(iii) Termination for Cause/Default: The Port shall notify Contractor in writing of deficiencies or default in the performance of its duties under this Agreement. The Contractor shall have ten (10) days, which period may be extended by the Port (said extension not to be unreasonably denied), to correct the deficiency or cure the default or to request, in writing, a hearing from the Port. The Port shall hear and act upon

same within thirty (30) days from receipt of said request and shall notify the Contractor of said action. The action by the Port shall be either to confirm, in whole or in part, the specified deficiencies or default, or find that there are no deficiencies or default, or such action as deemed necessary in the judgment of the Port. Failure of Contractor to remedy said specified default in notice by the Port within ten (10) days of receipt of such notice of such action, or such time reasonably necessary to correct the deficiency and/or cure the default, shall result in the termination of this Agreement, and the Port may be relieved of any and all responsibilities and liabilities under the terms and provisions of this Agreement.

(iv) **Effects and Responsibilities of Parties for Early Termination by the Port:** In the event of an Early Termination without cause or for the best interests of Guam under paragraphs (i) and (ii) of this section, the Contractor agrees to use all reasonable efforts to mitigate expenses and obligations hereunder with respect to such event. Following an Early Termination under paragraphs (i) and (ii) by the Port, the Port shall pay the Contractor for all satisfactory services rendered up to that point. In the event of an Early Termination by reason of an event described in clause (iii), above, the Port shall not reimburse Contractor for services performed. The Port reserves all rights at law and equity in the event of an early termination, including arising out of a default or for other causes.

B. **By Contractor.** Termination for Cause: Contractor shall notify the Port in writing of deficiencies or default in the performance of the Port's duties under this Agreement. The Port shall have twenty (20) days to correct the deficiency or cure the default, which period may be extended by Contractor (said extension not to be unreasonably denied). Upon Contractor's termination of this Agreement for cause, the Contractor shall be entitled to payment, in accordance with Section III of this Agreement, for satisfactory services rendered up to the termination date and the Port shall have no obligations to Contractor. The Contractor shall be obligated to continue performance of services, in accordance with this Agreement, until the termination date and shall have no further obligation to perform services after the termination date.

C. **Termination/Modification for Lack of Funds.** The Port may terminate or modify this Agreement based upon a lack of funding. In such an event, the Port shall promptly provide notice to Contractor and within twenty (20) days of the notice, the Parties shall renegotiate the terms of this Agreement in good faith. If the parties are unable to reach an agreement on the renegotiation, then either Party may terminate this Agreement pursuant to Section IV of this Agreement as applicable.

D. **Preservation of Property.** Notwithstanding any termination of this Agreement, and subject to any directions from the Port, the Contractor shall take timely, reasonable and necessary action to protect and preserve the property in the possession of Contractor in which the Port has an interest.

E. **Additional Provisions.** In the event that either party effects an Early Termination, it is expressly provided that the Port may issue a new Request for Proposal with respect to such terminated services. This provision shall not be deemed an admission or waiver of any rights and defenses with respect to rights of either Party under this Agreement, including but not limited to, either Parties' rights to assert damages for breach of Agreement.

V. Contact Person.

The Contractor agrees that, during the term of this Agreement, it shall identify a primary contact person who is familiar with the services being performed hereunder and who shall be responsive to the questions and direction of the Port. The contact person must be identified in writing within thirty (30) days after full execution of this Agreement by all parties. The Port reserves the right to request replacement of the contact person designated by the Contractor under this Agreement.

VI. Confidentiality.

A. **Information.** The Contractor hereby warrants that it shall not disclose any documents, materials or information, whether verbal, written, recorded magnetic media or otherwise (collectively, the "Information"), made available or acquired for the purpose of carrying out this Agreement. Only authorized persons shall use and have access to the Information, and then only for the period such access is required to perform services under this Agreement. All necessary steps shall be taken by the Contractor to safeguard the confidentiality of the Information in conformance with any applicable United States and Guam laws, statutes and regulations.

The Contractor shall keep copies of the Information and the provisions of this Section shall remain in effect as long as determined by the Port. All of the Information shall be returned promptly after use to the Port and all copies or derivations of the Information shall be physically and/or electronically destroyed.

Contractor shall include a letter attesting to the complete return of Information and documenting the destruction of copies and derivations with the returned Information.

The Contractor shall not enter into any Agreements or discussions with a third party concerning such Information without the prior written consent of the Port, and then only if the Contractor requires the third party(ies) to agree to the terms of the confidentiality set forth herein and the Information is provided to such third party(ies) only for purposes of enabling the Contractor to discharge its responsibilities under this Agreement.

It is specifically provided that the limitations contained in this paragraph A shall not apply (i) to the extent required by applicable law, (ii) to the extent that any Information is now or hereafter becomes part of the public domain, but only to the limited extent that such Information, or any portion thereof, is in the public domain not as a result of any breach or violation of this Agreement, or (iii) to the extent that a party is directed otherwise under the terms of a valid and effective order, issued by a court of competent jurisdiction.

B. Liability. Failure to comply with the provisions of Paragraph A shall subject the Contractor to liability, including all damages and injunctive relief.

VII. Conflicts of Interests/Ethics

A. The Contractor warrants and covenants that it has not violated and will not violate Guam's Procurement Law or Regulations pertaining to ethics in public contracting.

B. It is expressly understood that breach of any of the covenants or warranties in this Section on the part of the Contractor is a material breach of this Agreement and shall entitle the Port to immediately terminate this Agreement. Contractor agrees that in the event of a breach or violation of this Section, the Port shall have the right to terminate this or any other Agreement with the Contractor without liability.

C. Notwithstanding the provisions contained in this Agreement with regard to the assignment or subcontracting of any work under this Agreement, Contractor agrees that with respect to any subcontractor it engages to perform any work contemplated by this Agreement, that any Agreements it enters into with such subcontractor(s) will include provisions which parallel this Section VII and shall require any subcontractor to execute a statement of no conflict of interests to the Port.

VIII. Prohibition Against Gratuities and Kickbacks

A. Gratuities. It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee, to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

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

IX. Waiver.

No waiver by any party of any right on any occasion shall be construed as a bar to or waiver of any right or remedy on any future occasion.

X. Severability.

If any provision of this Agreement shall be held or deemed by a court of competent jurisdiction to be invalid, inoperative or unenforceable, the remaining provisions herein contained shall nonetheless continue to be valid, operative and enforceable as though the invalid, inoperative or unenforceable provision had not been included in the Agreement.

XI. Survival of Warranties.

All representations, warranties, agreements, covenants and obligations in this Agreement shall be deemed to have been relied upon by the other party, and shall survive the completion of this Agreement and shall not merge in the performance of any obligation by any party hereto.

XII. Fees and Expenses.

Each of the Parties shall bear its own expenses in connection with the negotiation and consummation of the transactions contemplated by this Agreement.

XIII. Notices.

All invoices, reports, correspondence, notices, requests, demands and other communications hereunder shall be in the English Language, in writing. All notices required to be given under this Agreement by either party to the other may be affected by personal delivery, or by mail (registered or certified, postage, prepaid with return receipt requested). Notices delivered personally shall be deemed communicated as of actual receipt. Mailed notices shall be deemed communicated as of the day of receipt or the fifth day after mailing, whichever occurs first. Notices shall be addressed and delivered to the parties as follows, provided that each party may change the address by giving the other party written notice in accordance with this section:

TO THE PORT: PORT AUTHORITY OF GUAM
Attn: Rory J. Respicio, General Manager
Jose D. Leon Guerrero Commercial Port
1026 Cabras Highway, Suite 201
Piti, Guam 96925

TO CONTRACTOR: **Contractor Name**

XIV. Assignment/Subcontractors.

It is expressly acknowledged that Contractor is solely responsible for the fulfillment of its duties and obligations under this Agreement, regardless of whether or not Contractor utilizes one or more subcontractors for such purpose. The right and interest of Contractor under this Agreement (including, but not limited to, Contractor's right to or interest in any part or all of payments under this Agreement) may not be assigned, transferred or subcontracted to any other person, firm, corporation or other entity, whether by agreement, merger, operation of law or otherwise, without the prior, express written consent of the Port. In the event of a permissive subcontract or assignment of this Agreement by Contractor, Contractor agrees that any subcontractors retained by Contractor or assignees shall be subject to all provisions of this Agreement.

XV. Successors and Assigns.

This Agreement shall be binding upon, and inure to the benefit of the Parties hereto and their respective successors, assigns and transferees, except as otherwise provided for under the terms of this Agreement.

XVI. Scope of Agreement.

This Agreement, RFP, Proposal, and Cost Proposal collectively: (i) supersede any and all other Agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof, and (ii) contain all of the covenants and Agreements between the Parties with respect to such subject matter in any manner whatsoever. The Contractor and the Port each acknowledge that no representations, inducements, promises or agreement, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in the Agreement shall be valid or binding.

In the event of a contradiction between the provisions of any of the documents collectively comprising this Agreement, Request for Proposal, RFP No. 018-001 Performance Management Contract for Port Gantry Cranes, and the Offeror's Cost Proposal, the contradiction shall be resolved by giving precedence in the following order: first, to the provisions of the Agreement (as it may be amended from time to time); second, to the provisions of the RFP (as it may be amended from time to time); and, third, to the provisions of the Proposal and Cost Proposal (as they may be clarified or amended from time to time).

XVII. Captions.

All Section and paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the content of the Agreement.

XVIII. Counterparts.

This Agreement may be executed in counterparts, all of which taken together shall be deemed one original.

XIX. Governing Law and Forum Selection.

Except to the extent U.S. federal law is applicable, the laws and regulations of Guam shall govern the interpretation, effect, and validity of this Agreement. Any court action shall be exclusively in Guam.

XX. Compliance with Laws.

A. In General. The Contractor shall comply with all U.S. and Guam Laws, Statutes, Regulations and Ordinances applicable to this Agreement. The Contractor represents and warrants that it is fully licensed to do business in Guam to render the services to be provided herein.

B. Non-Discrimination in Employment. The Contractor agrees: (i) not to unlawfully discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap; (ii) to include a provision similar to that contained in subsection (i) above in any subcontract or assignment agreement except a subcontract for standard commercial supplies or raw materials; and (iii) to post and to cause subcontractors and/or assignees to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

XX1. Disputes

A. All controversies between the territory and the contractor which arise under, or are by virtue of, this contract and which are not resolved by mutual agreement, shall be decided by the Procurement Officer in writing, within 60 days after written request by the contractor for a final decision concerning the controversy; provided, however, that if the Procurement Officer does not issue a written decision, within 60 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the contractor may proceed as if an adverse decision had been received.

B. The Procurement Officer shall immediately furnish a copy of the decision to the contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt.

C. Any such decision shall be final and conclusive, unless fraudulent, or (i) the contractor brings an action appealing the decision to the Office of Public Accountancy.

D. The contractor shall comply with any decision of the Procurement Officer and proceed diligently with performance of this contract pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, this contract, except where there has been a material breach of the contract by the territory; provided, however, that in any event the contractor shall proceed diligently with the performance of the contract where the Chief Procurement Officer, the Director of Public Works, or the head of a Purchasing Agency has made a written determination that continuation of work under the contract is essential to the public health and safety.

XXII. Retention and Access to Records and Other Review.

The Contractor, including subcontractors, if any, shall maintain all books, documents, papers,

accounting records and other evidence pertaining to the services performed and costs incurred, and to make such materials available at its respective offices at all reasonable times during the Agreement period and for six (6) years from the date of the final payment under the Agreement, for inspection by the Port. The Port agrees to comply with reasonable requests of Contractor to provide access to all documents and Port property reasonably necessary to the performance of Contractor's services under this Agreement. The conditions of this section shall be placed in any subcontract or assignment arising under this Agreement.

XXIII. Liability.

A. **Indemnification.** Contractor shall indemnify and hold harmless the Port and its officers, agents, Board members and employees from or on account of any claims, losses, expenses, injuries, damages, actions, lawsuits, judgments, or liability resulting or arising from (but only to the extent caused or contributed to by) the negligent or wrongful act or omission of the Contractor or its employees, officers, directors, contractors, agents, representatives, successors, or assigns, in the performance or nonperformance under this Agreement.

B. **The Port is not Liable.** The Port assumes no liability for any accident, loss, claim, judgment, action or injury that may occur to the Contractor and/or the Contractor's officers, directors, agents, servants, subcontractors and/or employees, and/or to the personal property of any such person or entity, arising out of the performance of services under this Agreement except to the extent caused or contributed to by the negligent act or omission of the Port. In addition, no Board member, officer, agent, or employee of the Port shall be liable personally under or by reason of this Agreement or any of its provisions. In addition, the Port assumes no liability for any accident or injury that may occur to Contractor's officers, directors, employees, agents, or dependents while traveling to and from Guam in furtherance of this Agreement.

XXIV. Delays, Extensions, and Suspensions.

The Port unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as it may determine to be appropriate for the convenience of the Port. The Contractor agrees to prosecute the work continuously and diligently apart from those periods of suspension, delay or suspension. Except as otherwise agreed to by the Parties, reasonable time extensions for the performance of Contractor's services will be granted only for excusable delays that arise from causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, acts of the public enemy, acts of the Government of Guam or the Government of the United States in either its sovereign or contractual capacity, acts of another contractor in the performance of an agreement with the Government of Guam, fires, floods, typhoons, earthquakes, epidemics, quarantine restrictions, strikes, freight, or embargoes.

XXV. Modifications including those Due to Public Welfare, Change in Law or Change in Marketing Conditions.

The Port shall have the unilateral power to modify the Agreement at any time subject to the written agreement of Contractor. The Port shall have the power to make changes in the Agreement as a result of changes in law and to impose new rules and regulations on the Contractor under the Agreement relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare. The Port shall give the Contractor notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Contractor. In the event of any future change in federal or Guam laws, the Port materially alters the obligations of the Contractor, or the benefits to the Port, then the Agreement shall be amended consistent therewith. Should these amendments materially alter the obligations for the Contractor, then the Contractor or the Port shall be entitled to an adjustment in the rates and charges established under the Agreement. Contractor shall be entitled to terminate this Agreement rather than accept modified terms. Nothing contained in the Agreement shall require any party to perform any act or function contrary to law. The Port and the Contractor agree to enter into good faith negotiations regarding modifications to the Agreement, which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to the Agreement, the Port and the Contractor shall negotiate in good faith, a reasonable and appropriate adjustment for any changes in services or other obligations required of the Contractor directly and demonstrably due to any modification in the Agreement under this clause.

XXVI. Independent Contractor and its Employees.

A. **Status of Contractor.** The Contractor and its officers, agents, servants, subcontractors and employees are independent contractors performing professional services for the Port, and are not employees of either the Port or the Government of Guam. The Contractor and its officers, agents, servants and employees shall not accrue vacation or sick leave, participate in the Government of Guam retirement system, insurance coverage, bonding, use of government vehicles or any other benefits accorded to Government of Guam employees as a result of this Agreement. Contractor agrees that Contractor and its aforementioned employees, officers, directors, agents, servants, and subcontractors are not and will not become an employee, officer or Board member of the Port at any time during the duration of this Agreement, and will otherwise comply with the provisions of the Guam Procurement Law regarding ethics in public contracting (Title 5 Guam Code Annotated, Chapter 5, Article 11, and its associated rules and regulations). Nothing in this Agreement or any action taken under this Agreement shall be deemed or construed in any manner or for any purpose to evidence or establish as between Contractor and the Port a relationship of partnership, agency, association, joint, venture or representative, nor does this Agreement authorize any party to undertake or bind any obligation or responsibility on behalf of the other party. In addition, there shall be no withholding of taxes by the Port for the Contractor.

B. **Liability.** The Contractor assumes responsibility for its personnel and subcontractors providing services hereunder and will make all deductions and payments for social security and withholding taxes and for contributions to employment compensation funds, or any other payments required by the governments of the U.S. and Guam, if required. Contractor is responsible for paying when due any and all income taxes, gross receipts taxes, or any other taxes or assessments incurred as a result of the services performed by the Contractor and Contractor's employees or agents under this Agreement or the compensation paid to Contractor for services performed under this Agreement. Furthermore, Contractor shall maintain at the Contractor's expense all necessary insurance for its employees including but not limited to Worker's Compensation, Errors and Omissions, and liability insurance for each employee as required under U.S. and Guam Law and the mandates of the underlying RFP to this Agreement. Contractor agrees to hold harmless and indemnify the Port, its officers, directors, employees, agents, representatives, successors and assigns, for any and all claims, demands, costs, losses, fees, penalties, interest, or damages, including attorney's fees, which may be brought or asserted due to (i) any injury, death, or property damage arising from the negligence or other wrongful or tortuous acts of Contractor or Contractor's employees, officers, contractors, directors, agents, representatives, successors, or assigns, or (ii) Contractor's failure to comply with terms of this subparagraph B.

XXVII. Disclosure.

The Contractor hereby represents that it has disclosed to the Port all matters regarding Contractor which if not disclosed to the Port would materially affect the Port's decision to enter into this Agreement with Contractor.

XXVIII. Disposition of Property and Materials: Intellectual Property Rights.

A. All plans, outlines, briefs, memoranda, studies, reports, analyses and all other work product and materials incidental or otherwise ("Work Product") which are produced by reason of this Agreement shall be and remain the property of the Port, regardless of whether Contractor is in possession of such Work Product, and may be used by the Port without permission from Contractor and without any additional costs to the Port.

B. All Work Products, including any and all intellectual property rights in said Work Product, arising out of the Agreement shall be the sole and exclusive property of the Port. Contractor explicitly acknowledges that the Port possesses exclusive rights to the Work Product arising out of this Agreement. Contractor shall not use or permit others to use in any way or form the Work Product without the express written consent of the Port.

XXIX. Employment of Persons Convicted of a Sex Offense.

The service provider warrants that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of the 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 of an offense with the same elements as heretofore defined in any other jurisdiction, 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 the 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 hours of the conviction, and will remove immediately 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 hours of notice from the Government, and the service provider shall notify the Government when action has been taken. If the service provider fails to take corrective steps within twenty-four hours of notice from the Government, then the Government in its sole discretion may suspend temporarily any contract for services until corrective action has been taken. Please note that the statutory restriction does not prohibit service providers from employing sex offenders. The statutory restriction also does not prevent the sex offender employees from providing services under a government contract so long as none of the work is done while on government of Guam property.

XXX. Attachments, Exhibits, Schedules, and Entire Agreement.

The Agreement, including its Attachments, Exhibits and Schedules, constitute the entire Agreement and supersedes all prior written or oral understandings. No Agreement, oral or written, expressed or implied, has been made by any party hereto, except as expressly provided herein. All prior Agreements and negotiations are superseded hereby. This Agreement and any duly executed amendments hereto constitute the entire Agreement between the Parties hereto.

XXXI. Computation of Time.

Whenever this Agreement provides for a time period of ten (10) days or less days, weekends and Government of Guam holidays are not included in the computation. When this Agreement provides for a time period of over ten (10) days, weekends and Government of Guam holidays are to be included in the computation.

XXXII. Partial Invalidity.

If any provision of this Agreement shall be deemed by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue to be in full force and effect.

XXXIII. Amendments/Modifications.

Any amendment or modification to this Agreement will be effective only if it is in writing and signed by both parties.

***** Authorized Signatures appear on the following page *****

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year appearing opposite their respective signatures.

CONTRACTOR NAME

**PORT AUTHORITY OF GUAM
JOSE D. LEON GUERRERO COMMERCIAL PORT**

CONTRACTOR
Title

RORY J. RESPICIO
General Manager

Date: _____

Date: _____

**LEGAL COUNSEL FOR
PORT AUTHORITY**

**CERTIFICATION OF AVAILABILITY
OF FUNDS:**

Port Authority of Guam's
Attorney

JOSE B. GUEVARA
Certifying Officer

Date: _____

Date: _____

ATTACHMENT 3

REQUIRED FORMS

(MUST BE SUBMITTED CONTAINING THE PROPOSAL)



REQUEST FOR PROPOSALS (RFP) NO. PAG-020-005

PROJECT DESCRIPTION: PERFORMANCE MAINTENANCE CONTRACT FOR GANTRY CRANES

SPECIAL REMINDER TO PROSPECTIVE OFFERORS

Proposers are reminded to read the Request for Proposal and General Terms and Condition attached to the RFP to ascertain that all of the following requirements checked below are submitted in the proposal envelope, **one (1) original, five (5) copies, one (1) CD or USB containing electronic file copy in PDF format**, at the date and time for it is due.

- ☒ [X] STATEMENT OF QUALIFICATION
- ☒ [X] AFFIDAVIT DISCLOSING OWNERSHIP AND COMMISSIONS (AG Form 002)
- ☒ [X] AFFIDAVIT RE NON-COLLUSION (AG Form 003)
- ☒ [X] AFFIDAVIT RE NO GRATUITIES OR KICKBACKS (AG Form 004)
- ☒ [X] AFFIDAVIT RE ETHICAL STANDARDS (AG Form 005)
- ☒ [X] DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION (AG Form 006)
- ☒ [X] AFFIDAVIT RE CONTINGENT FEES (AG Form 007)
- ☒ [X] RESTRICTION AGAINST SEX OFFENDERS EMPLOYED BY SERVICE PROVIDERS OF GOVERNMENT OF GUAM FROM WORKING ON GOVERNMENT PROPERTY
- ☒ [X] OTHER REQUIREMENTS: Business License

This reminder must be signed and returned in the PROPOSAL envelope together with the proposal. **Failure to comply with the above requirements will mean a disqualification and rejection of the proposal.**

On this ___ day of _____ 20___, I, _____, authorized representative of _____ acknowledge receipt of this special reminder to prospective offeror for the above referenced RFP and hereby attest that I have read and understand its intent and implications.

Signature of Authorized Representative

THIS REMINDER FORM MUST BE COMPLETED AND RETURNED IN THE ENVELOPE CONTAINING THE PROPOSAL.

AFFIDAVIT DISCLOSING OWNERSHIP AND COMMISSIONS

CITY OF _____)
) SS.
ISLAND OF GUAM)

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

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

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

Name	Address	% of Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

Name	Address	Compensation
_____	_____	_____

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

Signature of one of the following:

Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me this ____ day of 20____

NOTARY PUBLIC

My commission expires: _____

AFFIDAVIT RE NON-COLLUSION

CITY OF _____)
) SS.
ISLAND OF GUAM)

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

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

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

3. I make this statement on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

Signature of one of the following:

Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me this ____ day of 20____

NOTARY PUBLIC

My commission expires: _____

AFFIDAVIT RE GRATUITIES OR KICKBACKS

CITY OF _____)
)SS.
ISLAND OF GUAM)

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

1. The name of the offering firm or individual is (state name of offeror/company) _____ Affiant is _____ (state on of the following: the offeror, a partner of the offeror, an officer of the offeror) making the foregoing identified bid or proposal.

2. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers, representatives, agents, subcontractors, or employees have violated, are violating the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 § 111 07(e). Further, affiant promises, on behalf of offeror, not to violate the prohibition against gratuities and kickbacks as set forth in 2 GAR Division 4 § 11107(e).

3. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers, representatives, agents, subcontractors, or employees have offered, given or agreed to give, any government of Guam employee or former government employee, any payment, gift, kickback, gratuity or offer of employment in connection with the offeror's proposal.

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

Signature of one of the following:

Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me this ____ day of 20__

NOTARY PUBLIC

My commission expires: _____

AG Procurement Form 004 (Jul. 12, 2010)

THIS AFFIDAVIT MUST BE COMPLETED AND RETURNED IN THE ENVELOPE CONTAINING THE PROPOSAL.

AFFIDAVIT RE ETHICAL STANDARDS

CITY OF _____)
)SS.
ISLAND OF GUAM)

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

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

Signature of one of the following:

Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me this _____ day of 20____

NOTARY PUBLIC
My commission expires: _____

CITY OF _____)
)SS.
ISLAND OF GUAM)

Name of Offeror Company: _____

40

**"REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS
ADMINISTRATION**

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION

WASHINGTON D.C. 20210

Wage Determination No.: 2015-5694

**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 Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
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
01313 - Secretary III		19.39
01320 - Service Order Dispatcher		12.73
01410 - Supply Technician		19.48
01420 - Survey Worker		15.26
01460 - Switchboard Operator/Receptionist		9.67
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		
05005 - Automobile Body Repairer Fiberglass		13.58
05010 - Automotive Electrician		13.06
05040 - Automotive Glass Installer		12.10
05070 - Automotive Worker		12.10
05110 - Mobile Equipment Servicer		10.27
05130 - Motor Equipment Metal Mechanic		13.71
05160 - Motor Equipment Metal Worker		12.10

05190 - Motor Vehicle Mechanic	13.71
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
07070 - Dishwasher	9.12
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
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
12012 - Certified Occupational Therapist Assistant	24.38
12015 - Certified Physical Therapist Assistant	24.38
12020 - Dental Assistant	14.21
12025 - Dental Hygienist	32.84
12030 - EKG Technician	25.10
12035 - Electroneurodiagnostic Technologist	25.10
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
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
12236 - Optical Technician	15.88
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
12313 - Registered Nurse II Specialist	27.56
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
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
13042 - Illustrator II	24.09
13043 - Illustrator III	29.47
13047 - Librarian	26.68
13050 - Library Aide/Clerk	15.48
13054 - Library Information Technology Systems Administrator	24.09
13058 - Library Technician	16.64
13061 - Media Specialist I	17.38
13062 - Media Specialist II	19.45
13063 - Media Specialist III	21.67
13071 - Photographer I	17.38
13072 - Photographer II	19.45
13073 - Photographer III	24.09
13074 - Photographer IV	29.47
13075 - Photographer V	35.65
13090 - Technical Order Library Clerk	18.74
13110 - Video Teleconference Technician	17.38
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.71
14042 - Computer Operator II	17.22
14043 - Computer Operator III	19.19
14044 - Computer Operator IV	21.33
14045 - Computer Operator V	23.62
14071 - Computer Programmer I (see 1)	15.73
14072 - Computer Programmer II (see 1)	19.50
14073 - Computer Programmer III (see 1)	23.84
14074 - Computer Programmer IV (see 1)	
14101 - Computer Systems Analyst I (see 1)	24.23
14102 - Computer Systems Analyst II (see 1)	
14103 - Computer Systems Analyst III (see 1)	
14150 - Peripheral Equipment Operator	15.71
14160 - Personal Computer Support Technician	21.33
14170 - System Support Specialist	21.24
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	24.23
15020 - Aircrew Training Devices Instructor (Rated)	29.32
15030 - Air Crew Training Devices Instructor (Pilot)	34.91
15050 - Computer Based Training Specialist / Instructor	24.23
15060 - Educational Technologist	27.61
15070 - Flight Instructor (Pilot)	34.91
15080 - Graphic Artist	20.47
15085 - Maintenance Test Pilot Fixed Jet/Prop	34.91
15086 - Maintenance Test Pilot Rotary Wing	34.91
15088 - Non-Maintenance Test/Co-Pilot	34.91
15090 - Technical Instructor	17.65
15095 - Technical Instructor/Course Developer	21.58
15110 - Test Proctor	13.87
15120 - Tutor	13.87
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	9.78
16030 - Counter Attendant	9.78
16040 - Dry Cleaner	11.30
16070 - Finisher Flatwork Machine	9.78
16090 - Presser Hand	9.78
16110 - Presser Machine Dry Cleaning	9.78
16130 - Presser Machine Shirts	9.78
16160 - Presser Machine Wearing Apparel Laundry	9.78
16190 - Sewing Machine Operator	11.94
16220 - Tailor	12.44
16250 - Washer Machine	10.24
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	16.40
19040 - Tool And Die Maker	20.61
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.96
21030 - Material Coordinator	21.78
21040 - Material Expediter	21.78
21050 - Material Handling Laborer	11.37
21071 - Order Filler	9.66
21080 - Production Line Worker (Food Processing)	13.96

21110 - Shipping Packer	14.47
21130 - Shipping/Receiving Clerk	14.47
21140 - Store Worker I	14.48
21150 - Stock Clerk	20.34
21210 - Tools And Parts Attendant	13.96
21410 - Warehouse Specialist	13.96
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	20.69
23019 - Aircraft Logs and Records Technician	16.09
23021 - Aircraft Mechanic I	19.70
23022 - Aircraft Mechanic II	20.69
23023 - Aircraft Mechanic III	21.74
23040 - Aircraft Mechanic Helper	13.70
23050 - Aircraft Painter	18.50
23060 - Aircraft Servicer	16.09
23070 - Aircraft Survival Flight Equipment Technician	18.50
23080 - Aircraft Worker	17.38
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	17.38
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	19.70
23110 - Appliance Mechanic	16.40
23120 - Bicycle Repairer	13.17
23125 - Cable Splicer	19.59
23130 - 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	14.27
23290 - Fire Alarm System Mechanic	15.43
23310 - Fire Extinguisher Repairer	13.17
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	19.70
23381 - Ground Support Equipment Servicer	16.09
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 Mechanic	17.16
23411 - Heating Ventilation And Air Conditioning Mechanic (Research Facility)	18.25
23430 - Heavy Equipment Mechanic	17.64
23440 - Heavy Equipment Operator	16.26
23460 - Instrument Mechanic	17.46
23465 - Laboratory/Shelter Mechanic	16.40
23470 - Laborer	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
23640 - Millwright	17.46
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	17.46
23870 - Scale Mechanic	15.33
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

23970 - Woodcraft Worker	17.46
23980 - Woodworker	13.17
24000 - Personal Needs Occupations	
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 Coordinator	14.54
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	17.46
25040 - Sewage Plant Operator	19.63
25070 - Stationary Engineer	17.46
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
27010 - Court Security Officer	12.05
27030 - Detection Dog Handler	10.90
27040 - Detention Officer	12.05
27070 - Firefighter	12.05
27101 - Guard I	9.40
27102 - Guard II	10.90
27131 - Police Officer I	12.05
27132 - Police Officer II	13.40
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.79
28042 - Carnival Equipment Repairer	13.97
28043 - Carnival Worker	9.45
28210 - Gate Attendant/Gate Tender	13.18
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	14.74
28510 - Recreation Aide/Health Facility Attendant	11.84
28515 - Recreation Specialist	18.26
28630 - Sports Official	11.74
28690 - Swimming Pool Operator	17.71
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	21.47
29020 - Hatch Tender	21.47
29030 - Line Handler	21.47
29041 - Stevedore I	19.98
29042 - Stevedore II	22.96
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	38.78
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	26.74
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	29.45
30021 - Archeological Technician I	17.49
30022 - 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
30061 - Drafter/CAD Operator I	17.49
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	23.08
30085 - Engineering Technician V	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
30361 - Paralegal/Legal Assistant I	19.44

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	23.08
30462 - Technical Writer II	28.24
30463 - Technical Writer III	34.16
30491 - Unexploded Ordnance (UXO) Technician I	24.65
30492 - Unexploded Ordnance (UXO) Technician II	29.82
30493 - Unexploded Ordnance (UXO) Technician III	35.74
30494 - Unexploded (UXO) Safety Escort	24.65
30495 - Unexploded (UXO) Sweep Personnel	24.65
30501 - Weather Forecaster I	25.57
30502 - Weather Forecaster II	31.09
30620 - Weather Observer Combined Upper Air Or (see 2)	20.77
Surface Programs	
30621 - Weather Observer Senior (see 2)	23.08
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	29.82
31020 - Bus Aide	8.15
31030 - Bus Driver	9.69
31043 - Driver Courier	9.69
31260 - Parking and Lot Attendant	9.55
31290 - Shuttle Bus Driver	10.59
31310 - Taxi Driver	9.43
31361 - Truckdriver Light	10.59
31362 - Truckdriver Medium	11.61
31363 - Truckdriver Heavy	13.92
31364 - Truckdriver Tractor-Trailer	13.92
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.54
99030 - Cashier	9.33
99050 - Desk Clerk	9.70
99095 - Embalmer	24.65
99130 - Flight Follower	24.65
99251 - Laboratory Animal Caretaker I	2.25
99252 - Laboratory Animal Caretaker II	24.31
99260 - Marketing Analyst	21.54
99310 - Mortician	24.65
99410 - Pest Controller	14.61
99510 - Photofinishing Worker	12.95
99710 - Recycling Laborer	14.32
99711 - Recycling Specialist	21.66
99730 - Refuse Collector	13.63
99810 - Sales Clerk	9.66
99820 - School Crossing Guard	16.44
99830 - Survey Party Chief	22.02
99831 - Surveying Aide	12.52
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 confirmed.

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 below], being first duly sworn, deposes and says that:

1. The name of the offering company or individual is [state name of company]
2. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. This statement -is made pursuant to 2 GAR Division 4 **111** 08(f).
3. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a contract with the government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. This statement is made pursuant to 2 GAR Division 4 **111** 08(h).
4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

Signature of one of the following:

Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me this ____ day of ,20__

NOTARY PUBLIC

My commission expires: _____

AG Procurement Form 007 (July 15, 2010)

THIS AFFIDAVIT MUST BE COMPLETED AND RETURNED IN THE ENVELOPE CONTAINING THE PROPOSAL.

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: Title 9 of Guam Code Annotated, or of an offense defined in Article 2, 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 in 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/Offeror

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

Date

Subscribed and sworn before me this _____ day of _____, 20____.

Notary Public

ATTACHMENT 4

Description and Specifications of Port Gantry Cranes (4, 5 and 6)

Port Authority of Guam Gantry Cranes (#4, #5, and #6) Descriptions and Specifications

STS Crane Identification	Gantry 4	Gantry 5	Gantry 6
Serial number	82NO385	82NO386	82NO388
Original Manufacturer	Hitachi		
Original Manufacturer date	1983	1983	1984
Modification/Relocation date	2009	2009	2009
Single pick spreader rated load	40 long tons at all locations of trolley travel		
Runway rail gauge	50'-0"		
Outreach (from WS rail)	120'-0"		
Backreach (from LS rail)	50'-0"		
Lift ht above WS runway rail	85'-0"	93'-0"	93'-0"
Lift ht below WS runway rail	42'-0"	42'-0"	42'-0"
Length along runway.	85'-0"		
Through leg width	55'-0"		
Portal clearance height	25'-0"		
No. of gantry travel trucks/corner	4, with 4 driven and 4 Idler wheels		
Tower structure type	Box section H- frame		
Boom trolley girder type	Twin plate girder sections		
Trolley type	Rope towed, reeve through		
Operators cab location	On trolley		
Machinery location	In machine house on trolley girders		
Electrical controls location	In machine house (separate room with climate controls)		
Electrical panel arrangements	Steel panel enclosure with latching doors		
Trolley travel speed	500 fpm max rated load/no load		
Main hoist speed	190 fpm raise/261 fpm lower with max rated load, 457 fpm raise/416 fpm lower with empty spreader		
Gantry travel speed	150 fpm with max rated load		
Boom hoist time (raise or lower)	5 minutes down to fully raised position		
Gantry travel motors #4, #5 and #6	8 @ 20hp, continuous rated		
Trolley travel motors	1 @ 100hp, continuous rated		
Main hoist motors	2 @ 250hp, continuous rated		
Boom hoist motor	1 @ 75hp, continuous rated		
Trolley travel reeving	2 ropes x 1 part of 5/8" 6x36 EIPS, IWRC wire ropes		
Boom hoist reeving	2 ropes x 5 parts of 1" 6x36 EIPS, IWRC wire ropes		
Main hoist reeving	4 ropes x 2 parts of 1" 6x36 EIPS, IWRC wire ropes		
Power supply	On board diesel engines/AC generator set		
Diesel engine/AC generator type	Caterpillar C32, 1300 kVA prime rating		
Diesel genset location	House on right portal beam		
Control type/package	DC variable voltage, ABB DC5800 (includes AC800M PLC with crane management system and remote communication to stop via Infrared link)		
Spreader	1 Brooma 20'/40'/45' single pick ASX7 spreader per crane, (1 Brooma 20'/40'/45' single pick ASX7 spreader, spare unit), with a total of 4 identical spreaders		
Headblock	Quickchange with twistlocks		

Port Authority of Guam Gantry Cranes (#4, #5, and #6) Descriptions and Specifications

Cargo hook	None
*** Please see continuation sheet ***	
Headblock attitude adjustment	Trim, list (screw actuator machinery at boom tip)
Personnel elevator	At LLS corner, 2 landings (sill beam level, machinery house level)
Other features	<ul style="list-style-type: none"> • Ground control station for maintenance operation of spreader functions, trolley travel, main hoist and gantry level. • 2 each or 4 each tie down fixtures at each LS and WS crane tower leg (total 8 per crane #4 and #5 and 16 total for crane #6). • 2 each stow pin devices at center of each LS and WS sill beam (total 4 per crane). • 2 each caliper storm brake assemblies at each corner gantry travel wheel (total 8 per crane). • 5 each short ton capacity traveling bridge overhead service hoist in machinery house. • Trolley tow rope tensioner (hydraulic machinery on trolley girder) • Floodlights on trolley girder, boom and portal beams to support night operations.