



GENERAL SERVICES AGENCY

(Ahensian Setbision Hinirat)

Government of Guam

148 Route 1 Marine Drive, Piti Guam 96915

Tel: 475-1713 * Telefax: 472-4217; 475-1716; 475-1727

Accountability * Impartiality * Competence * Openness * Value

INVITATION FOR BID NO. : GSA-004-17

DESCRIPTION:

HYDRAULIC RESCUE/EXTRICATION TOOLS

SPECIAL REMINDER TO PROSPECTIVE BIDDERS

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

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

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

On this _____ day of _____, 2016, I, _____,

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

Bidder Representative's Signature

Invitation for Bid: GSA-004-17

HYDRAULIC RESCUE/EXTRICATION TOOLS

ACKNOWLEDGEMENT RECEIPT FORM

Please be advised that to be considered a prospective bidder you must fill out this Acknowledgement receipt form. Please submit by fax form to the following numbers: 475-1727

Acknowledgement Receipt Form must be submitted no later than three (3) days from advertisement date.

Name _____

Signature _____

Date _____

Time _____

Contact Number _____

Fax Number _____

Contact Person regarding IFB _____

Title _____

E-Mail Address _____

Company/Firm _____

Address _____


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

All questions and concerns in regards to this bid must be submitted to the General Services Agency via facsimile by 12/6/2016 before close of business at 5:00 pm.

INVITATION FOR BID

ISSUING OFFICE:

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


CLAUDIA S. ACFALLE
Chief Procurement Officer

DATE ISSUED: 11/29/2016

BID INVITATION NO: GSA-004-17

BID FOR: HYDRAULIC RESCUE/EXTRICATION TOOLS

SPECIFICATION: See Attached

DESTINATION: GUAM FIRE DEPARTMENT

REQUIRED DELIVERY DATE: **180 Days Upon Receipt of Purchase Order. For a period of one (1) year on an as needed basis upon availability of funds. This is an indefinite quantity bid.**

INSTRUCTION TO BIDDERS:

INDICATE WHETHER: ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ CORPORATION

INCORPORATED IN: _____

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) 10:00am, Date: 12/14/2016 and shall be publicly opened. Bid submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions, and Sealed Bid Solicitation for details.

The undersigned offers and agrees to furnish within the time specified, the articles and services at the price stated opposite the respective items listed on the schedule provided, unless otherwise specified by the bidder. In consideration to the expense of the Government in opening, tabulating, and evaluating this and other bids, and other considerations, the undersigned agrees that this bid remain firm and irrevocable within **90** calendar days from the date opening to supply any or all the items which prices are quoted.

NAME AND ADDRESS OF BIDDER:

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS BID:

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

ITEM	NO(S).	AWARDED:
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CONTRACTING OFFICER:

CLAUDIA S. ACFALLE
Chief Procurement Officer

NAME AND ADDRESS OF CONTRACTOR:

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS CONTRACT:

SPECIAL PROVISIONS

This is an "Indefinite Quantity Bid" pursuant to Section 3119(i)(2) of the 2GAR Procurement Regulations. The quantities reflected are **estimated** requirements projected within a twelve (12) month period. These amounts may increase during the term of this bid. However, regardless of the fluctuation of quantities, this bid shall be subject to the availability of funds.

Delivery:

180 Days Upon Receipt of Purchase Order. Schedule time and quantity will be coordinated between the successful bidder and the requesting department on an as needed basis.

Contract Period:

The term of this contract is for a period of one (1) year on an as needed basis upon availability of funds

Additional Requirement:

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

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 _____, 201__.

NOTARY PUBLIC

My commission expires _____, _____.

AFFIDAVIT re NO GRATUITIES or KICKBACKS

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

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

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

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

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

Signature of one of the following:

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

Subscribed and sworn to before me

this _____ day of _____, 201__.

NOTARY PUBLIC

My commission expires _____, _____.

Special Provisions

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

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

_____ Signature of Bidder Proposer, if an individual; Partner, if a partnership; Officer, if a corporation.	Date
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Subscribed and sworn before me this _____ day of _____, 201__

Notary Public

FORM E

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

Procurement No: **GSA-004-17**
HYDRAULIC RESCUE/EXTRICATION TOOLS

Name of Offeror Company: _____ hereby
certifies under penalty of perjury:

- (1) That I am _____ (the offeror, a partner of the offeror,
an officer of the offeror) making the bid or proposal in the foregoing identified
procurement;
- (2) That I have read and understand the provisions of 5 GCA § 5801 and § 5802 which
read:

§ 5801. Wage Determination Established.

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

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

§ 5802. Benefits.

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

- (3) That the offeror is in full compliance with 5 GCA § 5801 and § 5802, as may be applicable to the procurement referenced herein;
- (4) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor. [INSTRUCTIONS – Please attach!]

Signature

Date

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210
		Wage Determination No.: 2005-2147
Daniel W. Simms	Division of	Revision No.: 19
Director	Wage Determinations	Date Of Revision: 12/29/2015

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Service Contract Act for which the 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 \$10.15 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 2016. 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		12.50
01012 - Accounting Clerk II		13.53
01013 - Accounting Clerk III		15.59
01020 - Administrative Assistant		17.67
01040 - Court Reporter		15.38
01051 - Data Entry Operator I		10.48
01052 - Data Entry Operator II		11.99
01060 - Dispatcher, Motor Vehicle		13.06
01070 - Document Preparation Clerk		12.25
01090 - Duplicating Machine Operator		12.25
01111 - General Clerk I		10.29
01112 - General Clerk II		11.28
01113 - General Clerk III		12.32
01120 - Housing Referral Assistant		17.15
01141 - Messenger Courier		10.12
01191 - Order Clerk I		11.23
01192 - Order Clerk II		12.25
01261 - Personnel Assistant (Employment) I		14.33
01262 - Personnel Assistant (Employment) II		14.90
01263 - Personnel Assistant (Employment) III		16.48
01270 - Production Control Clerk		18.34
01280 - Receptionist		9.67
01290 - Rental Clerk		11.10
01300 - Scheduler, Maintenance		13.75
01311 - Secretary I		13.75
01312 - Secretary II		15.38
01313 - Secretary III		17.15
01320 - Service Order Dispatcher		11.57
01410 - Supply Technician		17.67
01420 - Survey Worker		15.26
01531 - Travel Clerk I		11.61
01532 - Travel Clerk II		12.57
01533 - Travel Clerk III		13.44
01611 - Word Processor I		12.25
01612 - Word Processor II		13.75
01613 - Word Processor III		15.38
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		13.34
05010 - Automotive Electrician		13.06
05040 - Automotive Glass Installer		12.10
05070 - Automotive Worker		12.10
05110 - Mobile Equipment Servicer		8.59
05130 - Motor Equipment Metal Mechanic		13.06
05160 - Motor Equipment Metal Worker		12.10

05190 - Motor Vehicle Mechanic	13.06
05220 - Motor Vehicle Mechanic Helper	10.12
05250 - Motor Vehicle Upholstery Worker	12.10
05280 - Motor Vehicle Wrecker	12.10
05310 - Painter, Automotive	12.37
05340 - Radiator Repair Specialist	12.10
05370 - Tire Repairer	7.81
05400 - Transmission Repair Specialist	12.10
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.47
07041 - Cook I	9.54
07042 - Cook II	11.78
07070 - Dishwasher	7.25
07130 - Food Service Worker	7.78
07210 - Meat Cutter	11.86
07260 - Waiter/Waitress	7.59
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	14.38
09040 - Furniture Handler	8.85
09080 - Furniture Refinisher	14.38
09090 - Furniture Refinisher Helper	10.66
09110 - Furniture Repairer, Minor	12.51
09130 - Upholsterer	14.38
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.23
11060 - Elevator Operator	8.23
11090 - Gardener	10.99
11122 - Housekeeping Aide	8.33
11150 - Janitor	8.23
11210 - Laborer, Grounds Maintenance	9.14
11240 - Maid or Houseman	7.25
11260 - Pruner	8.23
11270 - Tractor Operator	10.33
11330 - Trail Maintenance Worker	9.14
11360 - Window Cleaner	9.14
12000 - Health Occupations	
12010 - Ambulance Driver	15.81
12011 - Breath Alcohol Technician	15.81
12012 - Certified Occupational Therapist Assistant	21.70
12015 - Certified Physical Therapist Assistant	21.70
12020 - Dental Assistant	13.20
12025 - Dental Hygienist	29.85
12030 - EKG Technician	23.96
12035 - Electroneurodiagnostic Technologist	23.96
12040 - Emergency Medical Technician	15.81
12071 - Licensed Practical Nurse I	14.14
12072 - Licensed Practical Nurse II	15.81
12073 - Licensed Practical Nurse III	17.63
12100 - Medical Assistant	11.54
12130 - Medical Laboratory Technician	14.14
12160 - Medical Record Clerk	11.82
12190 - Medical Record Technician	13.59
12195 - Medical Transcriptionist	14.14
12210 - Nuclear Medicine Technologist	34.75
12221 - Nursing Assistant I	10.03
12222 - Nursing Assistant II	11.30
12223 - Nursing Assistant III	12.31
12224 - Nursing Assistant IV	13.84
12235 - Optical Dispenser	15.81
12236 - Optical Technician	14.14
12250 - Pharmacy Technician	13.41
12280 - Phlebotomist	13.84
12305 - Radiologic Technologist	22.64
12311 - Registered Nurse I	20.70
12312 - Registered Nurse II	25.32
12313 - Registered Nurse II, Specialist	25.32
12314 - Registered Nurse III	30.64
12315 - Registered Nurse III, Anesthetist	30.64
12316 - Registered Nurse IV	36.72
12317 - Scheduler (Drug and Alcohol Testing)	19.59
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	15.06
13012 - Exhibits Specialist II	18.66
13013 - Exhibits Specialist III	22.83
13041 - Illustrator I	15.06
13042 - Illustrator II	18.66
13043 - Illustrator III	22.83

13047 - Librarian	20.66
13050 - Library Aide/Clerk	12.00
13054 - Library Information Technology Systems Administrator	18.66
13058 - Library Technician	15.06
13061 - Media Specialist I	13.46
13062 - Media Specialist II	15.06
13063 - Media Specialist III	16.80
13071 - Photographer I	12.82
13072 - Photographer II	14.32
13073 - Photographer III	17.75
13074 - Photographer IV	21.73
13075 - Photographer V	26.30
13110 - Video Teleconference Technician	12.91
14000 - Information Technology Occupations	
14041 - Computer Operator I	13.65
14042 - Computer Operator II	15.76
14043 - Computer Operator III	17.56
14044 - Computer Operator IV	19.50
14045 - Computer Operator V	21.81
14071 - Computer Programmer I	(see 1) 15.73
14072 - Computer Programmer II	(see 1) 19.50
14073 - Computer Programmer III	(see 1) 23.84
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1) 24.23
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	13.65
14160 - Personal Computer Support Technician	19.50
15000 - 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)	33.30
15050 - Computer Based Training Specialist / Instructor	24.23
15060 - Educational Technologist	22.82
15070 - Flight Instructor (Pilot)	33.30
15080 - Graphic Artist	20.47
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	8.08
16030 - Counter Attendant	8.08
16040 - Dry Cleaner	9.34
16070 - Finisher, Flatwork, Machine	8.08
16090 - Presser, Hand	8.08
16110 - Presser, Machine, Dry-cleaning	8.08
16130 - Presser, Machine, Shirts	8.08
16160 - Presser, Machine, Wearing Apparel, Laundry	8.08
16190 - Sewing Machine Operator	9.86
16220 - Tailor	10.33
16250 - Washer, Machine	8.46
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	14.49
19040 - Tool And Die Maker	18.20
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	12.49
21030 - Material Coordinator	18.34
21040 - Material Expediter	18.34
21050 - Material Handling Laborer	10.65
21071 - Order Filler	9.66
21080 - Production Line Worker (Food Processing)	12.49
21110 - Shipping Packer	13.33
21130 - Shipping/Receiving Clerk	13.33
21140 - Store Worker I	13.23
21150 - Stock Clerk	18.58
21210 - Tools And Parts Attendant	12.49
21410 - Warehouse Specialist	12.49
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	20.69
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
23080 - Aircraft Worker	17.38
23110 - Appliance Mechanic	14.49
23120 - Bicycle Repairer	9.74
23125 - Cable Splicer	15.43
23130 - Carpenter, Maintenance	13.00
23140 - Carpet Layer	13.55
23160 - Electrician, Maintenance	14.99
23181 - Electronics Technician Maintenance I	14.72
23182 - Electronics Technician Maintenance II	15.05
23183 - Electronics Technician Maintenance III	18.31
23260 - Fabric Worker	12.60
23290 - Fire Alarm System Mechanic	15.43
23310 - Fire Extinguisher Repairer	11.67
23311 - Fuel Distribution System Mechanic	15.43
23312 - Fuel Distribution System Operator	13.01
23370 - General Maintenance Worker	11.95
23380 - Ground Support Equipment Mechanic	19.70
23381 - Ground Support Equipment Servicer	16.09
23382 - Ground Support Equipment Worker	17.38
23391 - Gunsmith I	11.67
23392 - Gunsmith II	13.55
23393 - Gunsmith III	15.43
23410 - Heating, Ventilation And Air-Conditioning Mechanic	15.76
23411 - Heating, Ventilation And Air-Conditioning Mechanic (Research Facility)	16.55
23430 - Heavy Equipment Mechanic	15.15
23440 - Heavy Equipment Operator	13.73
23460 - Instrument Mechanic	15.43
23465 - Laboratory/Shelter Mechanic	14.49
23470 - Laborer	10.65
23510 - Locksmith	14.49
23530 - Machinery Maintenance Mechanic	17.38
23550 - Machinist, Maintenance	15.43
23580 - Maintenance Trades Helper	9.92
23591 - Metrology Technician I	15.43
23592 - Metrology Technician II	16.41
23593 - Metrology Technician III	17.37
23640 - Millwright	15.43
23710 - Office Appliance Repairer	14.38
23760 - Painter, Maintenance	13.55
23790 - Pipefitter, Maintenance	15.32
23810 - Plumber, Maintenance	14.38
23820 - Pneudraulic Systems Mechanic	15.43
23850 - Rigger	15.43
23870 - Scale Mechanic	13.55
23890 - Sheet-Metal Worker, Maintenance	15.21
23910 - Small Engine Mechanic	13.55
23931 - Telecommunications Mechanic I	19.01
23932 - Telecommunications Mechanic II	19.76
23950 - Telephone Lineman	18.24
23960 - Welder, Combination, Maintenance	14.66
23965 - Well Driller	15.43
23970 - Woodcraft Worker	15.43
23980 - Woodworker	11.67
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.09
24580 - Child Care Center Clerk	12.58
24610 - Chore Aide	12.43
24620 - Family Readiness And Support Services Coordinator	12.44
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	15.43
25040 - Sewage Plant Operator	14.49
25070 - Stationary Engineer	15.43
25190 - Ventilation Equipment Tender	10.73
25210 - Water Treatment Plant Operator	14.49
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.90
27007 - Baggage Inspector	7.35
27008 - Corrections Officer	12.05
27010 - Court Security Officer	12.05

27030 - Detection Dog Handler	10.90
27040 - Detention Officer	12.05
27070 - Firefighter	12.05
27101 - Guard I	7.37
27102 - Guard II	10.90
27131 - Police Officer I	12.05
27132 - Police Officer II	13.40
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	9.53
28042 - Carnival Equipment Repairer	10.08
28043 - Carnival Equipment Worker	7.78
28210 - Gate Attendant/Gate Tender	13.18
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	14.74
28510 - Recreation Aide/Health Facility Attendant	10.76
28515 - Recreation Specialist	18.26
28630 - Sports Official	11.74
28690 - Swimming Pool Operator	17.71
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	15.20
29020 - Hatch Tender	15.20
29030 - Line Handler	15.20
29041 - Stevedore I	14.22
29042 - Stevedore II	16.25
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
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	21.93
30061 - Drafter/CAD Operator I	17.49
30062 - Drafter/CAD Operator II	19.56
30063 - Drafter/CAD Operator III	20.74
30064 - Drafter/CAD Operator IV	24.21
30081 - Engineering Technician I	14.62
30082 - Engineering Technician II	16.41
30083 - Engineering Technician III	18.36
30084 - Engineering Technician IV	22.34
30085 - Engineering Technician V	27.83
30086 - Engineering Technician VI	33.66
30090 - Environmental Technician	21.10
30210 - Laboratory Technician	20.74
30240 - Mathematical Technician	23.34
30361 - Paralegal/Legal Assistant I	19.06
30362 - Paralegal/Legal Assistant II	21.53
30363 - Paralegal/Legal Assistant III	26.35
30364 - Paralegal/Legal Assistant IV	30.80
30390 - Photo-Optics Technician	21.93
30461 - Technical Writer I	22.17
30462 - Technical Writer II	27.10
30463 - Technical Writer III	32.79
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	20.74
Surface Programs	
30621 - Weather Observer, Senior (see 2)	23.00
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	8.15
31030 - Bus Driver	9.69
31043 - Driver Courier	8.97
31260 - Parking and Lot Attendant	7.25
31290 - Shuttle Bus Driver	9.99
31310 - Taxi Driver	8.21
31361 - Truck-driver, Light	8.97
31362 - Truck-driver, Medium	11.61
31363 - Truck-driver, Heavy	12.48
31364 - Truck-driver, Tractor-Trailer	12.48

99000 - Miscellaneous Occupations	
99030 - Cashier	7.46
99050 - Desk Clerk	9.70
99095 - Embalmer	22.74
99251 - Laboratory Animal Caretaker I	16.24
99252 - Laboratory Animal Caretaker II	17.04
99310 - Mortician	22.74
99410 - Pest Controller	13.28
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	10.76
99711 - Recycling Specialist	16.27
99730 - Refuse Collector	10.24
99810 - Sales Clerk	8.95
99820 - School Crossing Guard	15.03
99830 - Survey Party Chief	20.30
99831 - Surveying Aide	11.54
99832 - Surveying Technician	15.00
99840 - Vending Machine Attendant	20.19
99841 - Vending Machine Repairer	23.57
99842 - Vending Machine Repairer Helper	20.19

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

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 4174)

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 regrading and cleaning of artillery ranges.

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

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (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.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination.

Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (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 Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 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 decision to the contractor.
- 6) The contractor informs the affected employees.

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

AFFIDAVIT re NON-COLLUSION

CITY OF _____)
ISLAND OF GUAM) ss.
)

_____[*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 _____, 201__.

NOTARY PUBLIC
My commission expires _____, _____.

AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSION

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 venturers who have held more than 10% of the shares of interest in the offering business during the 365 days immediately preceding the submission date of the proposal are as follows [if none, please so state]

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

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

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

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

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

Subscribed and sworn to before me
this _____ day of _____, 201_____.

NOTARY PUBLIC
My commission expires _____

AFFIDAVIT re CONTINGENT FEES

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

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

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

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

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

Signature of one of the following:

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

Subscribed and sworn to before me
this _____ day of _____, 201_____

NOTARY PUBLIC
My commission expires

GOVERNMENT OF GUAM

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

BID BOND
NO. _____

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

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

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

Signed and sealed this _____ day of _____ 2016

(PRINCIPAL) (SEAL)

(WITNESS)

(TITLE)

(MAJOR OFFICER OF SURETY)

(TITLE)

(MAJOR OFFICER OF SURETY)

(TITLE)

(RESIDENT GENERAL AGENT)

INSTRUCTION TO PROVIDERS:

NOTICE to all Insurance and Bonding Institutions:

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

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

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

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

**GOVERNMENT OF GUAM
GENERAL TERMS AND CONDITIONS**

SEALED BID SOLICITATION AND AWARD

Only those Boxes checked below are applicable to this bid.

- [✓] 1. **AUTHORITY:** This solicitation is issued subject to all the provision of the Guam Procurement Act (5GCA, Chapter 5) and the Guam Procurement Regulations (copies of both are available at the Office of the Complier of laws, Department of Law, copies available for inspection at General Services Agency). It requires all parties involved in the Preparation, negotiation, performance, or administration of contracts to act in good faith.
- [✓] 2. **GENERAL INTENTION:** Unless otherwise specified, it is the declared and acknowledged intention and meaning of these General Terms and conditions for the bidder to provide the Government of Guam (Government) with specified services or with materials, supplies or equipment completely assembled and ready for use.
- [✓] 3. **TAXES:** Bidders are cautioned that they are subject to Guam Income Taxes as well as all other taxes on Guam Transactions. Specific information on taxes may be obtained from the Director of Revenue and Taxation.
- [✓] 4. **LICENSING:** Bidders are cautioned that the Government will not consider for award any offer submitted by a bidder who has not complied with the Guam Licensing Law. Specific information on licenses may be obtained from the Director of Revenue and Taxation.
- [✓] 5. **LOCAL PROCUREMENT PREFERENCE:** All procurement of supplies and services where possible, will be made from among businesses licensed to do business on Guam in accordance with section 5008 of the Guam Procurement Act (5GCA, Chapter 5) and Section 1-104 of the Guam Procurement Regulations.
- [✓] 6. **COMPLIANCE WITH SPECIFICATIONS AND OTHER SOLICITATION REQUIREMENTS:**
Bidders shall comply with all specifications and other requirements of the Solicitation.
- [] 7. **"ALL OR NONE" BIDS:** NOTE: By checking this item, the Government is requesting all of the bid items to be bided or none at all.
The Government will not award on an itemized basis.
- [✓] 8. **INDEPENDENT PRICE DETERMINATION:** The bidder, upon signing the Invitation for Bid, certifies that the prices in his bid were derived at
without collusion, and acknowledge that collusion and anti-competitive practices are prohibited by law. Violations will be subject to the provision of Section 5651 of that of the Guam Procurement Act. Other existing civil, criminal or administrative remedies are not impaired and may be in addition to the remedies in Section 5651 of the Government code.
- [✓] 9. **BIDDER'S PRICE:** The Government will consider not more than two (2) (Basic and Alternate) item prices and the bidder shall explain fully each price if supplies, materials, equipment, and/or specified services offered comply with specifications and the products origin. Where basic or alternate bid meets the minimum required specification, cost and other factors will be considered. Failure to explain this requirement will result in rejection of the bid.
- [✓] 10. **BID ENVELOPE:** Envelope shall be sealed and marked with the bidder's name, Bid number, time, date and place of Bid Opening.
- [✓] 11. **BID GUARANTEE REQUIREMENT:** Bidder is required to submit a Bid Guarantee Bond or standby irrevocable Letter of Credit or Certified Check or Cashier's Check in the same bid envelope to be held by the Government pending award. The Bid Guarantee Bond, Letter of Credit, Certified Check or Cashier's Check must be issued by any local surety or banking institution licensed to do business on Guam and made payable to the Treasure of Guam in the amount of fifteen percent (15%) of his highest total bid offer. The Bid Bond must be submitted on Government Standard Form BB-1 (copy enclosed). Personal Checks will not be accepted as Bid Guarantee. If a successful Bidder (contractor) withdraws from the bid or fails to enter into contract within the prescribed time, such Bid guarantee will be forfeited to the Government of Guam. Bids will be disqualified if not accompanied by Bid Bond, Letter of Credit, Certified Check or Cashier's check. Bidder must include in his/her bid, valid copies of a Power of Attorney from the Surety and a Certificate of Authority from the Government of Guam to show proof that the surety company named on the bond instrument is authorized by the Government of Guam and qualified to do business on Guam. For detailed information on bonding matters, contact the Department of Revenue and Taxation. Failure to submit a valid Power of Attorney and Certificate of Authority on the surety is cause for rejection of bid. **Pursuant to 5 GCA § 5212, all competitive sealed bidding for the procurement of supplies or services exceeding \$25,000.00 a 15% Bid Security of the total bid price must accompany the bid package. The bid bond, Letter of Credit, Certified Check or Cashier's Check will serve as Bid Security for this procurement.**
- [✓] 12. **PERFORMANCE GUARANTEE:** Bidders who are awarded a contract under this solicitation, guarantee that goods will be delivered or required services performed within the time specified. Failure to perform the contract in a satisfactory manner may be cause for suspension or debarment from doing business with the Government of Guam. In addition, the Government will hold the Vendor liable and will enforce the requirements as set forth in Section 40 of these General Terms and Conditions.
- [✓] 13. **SURETY BONDS:** Bid and Bid Bonds coverage must be signed or countersigned in Guam by a foreign or alien surety's resident general agent. The surety must be an Insurance Company, authorized by the government of Guam and qualified to do business in Guam. Bids will be disqualified if the Surety Company does not have a valid Certificate of Authority from the Government of Guam to conduct business in Guam.
- [✓] 14. **COMPETENCY OF BIDDERS:** Bids will be considered only from the such bidders who, in the opinion of the Government, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.
- [✓] 15. **DETERMINATION OF RESPONSIBILITY OF BIDDERS:** The Chief Procurement Officer reserves the right for securing from bidders information to determine whether or not they are responsible and to inspect plant site, place of business; and supplies and services as necessary to determine their responsibility in accordance with Section 15 of these General Terms and Conditions.
(2 GAR, Div. 4 § 3116)

- [✓] 16. **STANDARD FOR DETERMINATION OF LOWEST RESPONSIBLE BIDDER:**
In determining the lowest responsible offer, the Chief Procurement Officer shall be guided by the following:
- a) Price of items offered.
 - b) The ability, capacity, and skill of the Bidder to perform.
 - c) Whether the Bidder can perform promptly or within the specified time.
 - d) The quality of performance of the Bidder with regards to awards previously made to him.
 - e) The previous and existing compliance by the Bidder with laws and regulations relative to procurement.
 - f) The sufficiency of the financial resources and ability of the Bidder to perform.
 - g) The ability of the bidder to provide future maintenance and services for the subject of the award.
 - h) The compliance with all of the conditions to the Solicitation.
- [✓] 17. **TIE BIDS:** If the bids are for the same unit price or total amount in the whole or in part, the Chief Procurement Officer will determine award based on 2 GAR, Div. 4, § 3109(o) (2) or to reject all such bids.
- [✓] 18. **BRAND NAMES:** Any reference in the Solicitation to manufacturer's Brand Names and number is due to lack of a satisfactory specification of commodity description. Such preference is intended to be descriptive, but not restrictive and for the sole purpose of indicating prospective bidders a description of the article or services that will be satisfactory. Bids on comparable items will be considered provided the bidder clearly states in his bid the exact articles he is offering and how it differs from the original specification.
- [✓] 19. **DESCRIPTIVE LITERATURE:** Descriptive literature(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The literature furnished must clearly identify the item(s) in the Bid. The descriptive literature is required to establish, for the purpose of evaluation and award, details of the product(s) the bidder proposes to furnish including design, materials, components, performance characteristics, methods of manufacture, construction, assembly or other characteristics which are considered appropriate. Rejection of the Bid will be required if the descriptive literature(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the descriptive literature(s) by the time specified in the Solicitation will require rejection of the bid.
- [] 20. **SAMPLES:** Sample(s) of item(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The sample(s) should represent exactly what the bidder proposes to furnish and will be used to determine if the item(s) offered complies with the specifications. Rejection of the Bid will be required if the sample(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the sample(s) by the time specified in the Solicitation will require rejection of the Bid.
- [] 21. **LABORATORY TEST:** Successful bidder is required to accompany delivery of his goods with a Laboratory Test Report indicating that the product he is furnishing the Government meets with the specifications. This report is on the bidder's account and must be from a certified Testing Association.
- [✓] 22. **AWARD, CANCELLATION, & REJECTION:** Award shall be made to the lowest responsible and responsive bidder, whose bid is determined to be the most advantageous to the Government, taking into consideration the evaluation factors set forth in this solicitation. No other factors or criteria shall be used in the evaluation. The right is reserved as the interest of the Government may require to waive any minor irregularity in bid received. The Chief Procurement Officer shall have the authority to award, cancel, or reject bids, in whole or in part for any one or more items if he determines it is in the public interest. Award issued to the lowest responsible bidder within the specified time for acceptance as indicated in the solicitation, results in a bidding contract without further action by either party. In case of an error in the extension of prices, unit price will govern. It is the policy of the Government to award contracts to qualified local bidders. The Government reserves the right to increase or decrease the quantity of the items for award and make additional awards for the same type items and the vendor agrees to such modifications and additional awards based on the bid prices for a period of thirty (30) days after original award. No award shall be made under this solicitation which shall require advance payment or irrevocable letter of credit from the government (2 GAR, Div.4 §1103).
- [✓] 23. **MARKING:** Each outside container shall be marked with the Purchase Order number, item number, brief item description and quantity. Letter marking shall not be less than 3/4" in height.
- [✓] 24. **SCHEDULE FOR DELIVERY:** Successful bidder shall notify the General Services Agency, Telephone Nos. 475-1707 or 475-713, at least twenty-four (24) hours before delivery of any item under this solicitation.
- [✓] 25. **BILL OF SALE:** Successful supplier shall render Bills of Sale for each item delivered under this contract. Failure to comply with this requirement will result in rejection of delivery. The Bill of Sale must accompany the items delivered but will not be considered as an invoice for payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.
- [✓] 26. **MANUFACTURER'S CERTIFICATE:** Successful bidder is required, upon delivery of any item under this contract, to furnish a certificate from the manufacturer indicating that the goods meet the specifications. Failure to comply with this request will result in rejection of delivery payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.
- [✓] 27. **INSPECTION:** All supplies, materials, equipment, or services delivered under this contract shall be subject to the inspection and/or test conducted by the Government at destination. If in any case the supplies, materials, equipment, or services are found to be defective in material, workmanship, performance, or otherwise do not conform with the specifications, the Government shall have the right to reject the items or require that they be corrected. The number of days required for correction will be determined by the Government.
- [] 28. **MOTOR VEHICLE SAFETY REQUIREMENTS:** The Government will only consider Bids on motor vehicles which comply with the requirements of the National Traffic and Motor Vehicle safety Act of 1966 (Public Law 89-563) and Clean Air Act as amended (Public Law 88-206), that are applicable to Guam. Bidders shall state if the equipment offered comply with these aforementioned Federal Laws.
- [] 29. **SAFETY INSPECTION:** All motor vehicles delivered under this contract must pass the Government of Guam Vehicle Inspection before delivery at destination.

- [] 30. **GUARANTEE:**
- a) Guarantee of Vehicle Type of Equipment:**
The successful bidder shall guarantee vehicular type of equipment offered against defective parts, workmanship, and performance, for a period of not less than one (1) year after date of receipt of equipment. Bidder shall also provide service to the equipment for at least one (1) year. Service to be provided shall include, but will not be limited to tune ups (change of spark plugs, contact points and condensers) and lubrication (change of engine and transmission oil). All parts and labor shall be at the expense of the bidder. All parts found defective and not caused by misuse, negligence or accident within the guarantee period shall be repaired, replaced, or adjusted within six (6) working days after notice from the Government and without cost to the Government. Vehicular type of equipment as used in this context shall include equipment used for transportation as differentiated from tractors, backhoes, etc.
- b) Guarantee of Other Type of Equipment:**
The successful bidder shall guarantee all other types of equipment offered, except those mentioned in 30a, above, against defective parts, workmanship, and performance for a period of not less than three (3) months after date of receipt of equipment. Bidder shall also provide service to the equipment for at least three (3) months. All parts found defective within that period shall be repaired or replaced by the Contractor without cost to the Government. Repairs, adjustments or replacements of defective parts shall be completed by the contractor within six (6) working days after notice from the Government.
- (c) Compliance with this Section is a condition of this Bid.**
- [✓] 31. **REPRESENTATION REGARDING ETHICS IN PUBLIC PROCUREMENT:** The bidder or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a Government employee to breach any of the ethical standards and represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth on Chapter 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.
- [✓] 32. **REPRESENTATION REGARDING CONTINGENT FEES:** The contractor represents that it has not retained a person to solicit or secure a Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business (GPR Section 11-207).
- [✓] 33. **EQUAL EMPLOYMENT OPPORTUNITY:** Contractors shall not discriminate against any employee or applicant of employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that employees are treated equally during employment without regards to their race, color, religion, sex, or national origin.
- [✓] 34. **COMPLIANCE WITH LAWS:** Bidders awarded a contract under this Solicitation shall comply with the applicable standard, provisions, and stipulations of all pertinent Federal and/or local laws, rules, and regulations relative to the performance of this contract and the furnishing of goods.
- [] 35. **CHANGE ORDER:** Any order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-03.1 of the Guam Procurement Regulations.
- [✓] 36. **STOP WORK ORDER:** Any stop work order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-04.1 of the Guam Procurement Regulations.
- [✓] 37. **CANCELLATION OF INVITATION FOR BIDS OR REQUEST FOR PROPOSALS:** Any Invitation for Bid may be cancelled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interests of the Territory in accordance with regulations promulgated by the Policy Office. The reasons therefor shall be made part of the contract file.
- [✓] 38. **TIME FOR COMPLETION:** It is hereby understood and mutually agreed by and between the contractor and the Government that the time for delivery to final destination or the timely performance of certain services is an essential condition of this contract. If the contractor refuses or fails to perform any of the provisions of this contract within the time specified in the Purchase Order (from the date Purchase Order is acknowledged by vendor), then the contractor is in default. Defaults will be treated subject to and in accordance with the provisions of 2 GAR, Div. 4 § 6101(8)
- [✓] 39. **JUSTIFICATION OF DELAY:** Bidders who are awarded contracts under this Solicitation, guarantee that the goods will be delivered to their destination or required services rendered within the time specified. If the bidder is not able to meet the specified delivery date, he is required to notify the Chief Procurement Officer of such delay. Notification shall be in writing and shall be received by the Chief Procurement Officer at least twenty-four (24) hours before the specified delivery date. Notification of delay shall include an explanation of the causes and reasons for the delay including statement(s) from supplier or shipping company causing the delay. The Government reserves the right to reject delay justification if, in the opinion of the Chief Procurement Officer, such justification is not adequate.

- [✓] 40. **SERVICE-DISABLED VETERAN OWNED BUSINESS PREFERENCE:** Bidding is subject to the policy in favor of Service-Disabled Veteran Owned Business as defined in 5 GCA sections 5011 and 5012.
- [✓] 41. **LIQUIDATED DAMAGES:** When the contractor is given notice of delay or nonperformance as specified in Paragraph 1 (Default) of the Termination for Default Clause of this contract and fails to cure in the time specified, the contractor shall be liable for damages for delay
in the amount of one-fourth of one percent (1%) of outstanding order per calendar day from date set for cure until either the territory reasonable obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies
or
services if the contractor is not terminated for default. To the extent that the contractor's delay or nonperformance is excused under Paragraph 40 (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this contract, liquidated damages shall not be due the territory. The contractor remains liable for damages caused other than by delay. **2 GAR, Div. 4 §6101(d).**
- [✓] 42. **PHYSICAL LIABILITY:** If it becomes necessary for the Vendor, either as principal, agent or employee, to enter upon the premises or property of the Government of Guam in order to construct, erect, inspect, make delivery or remove property hereunder, the Vendor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of any accidents, injuries or damages to any person or property during the progress of the work herein covered, and to be responsible for, and to indemnify and save harmless the Government of Guam from the payment of all sums of money by reason of all or any such accidents, injuries or damages that may occur upon or about such work, and fines, penalties and loss incurred for or by reasons of the violations of any territorial ordinance, regulations, or the laws of Guam or the United States, while the work is in progress. Contractor will carry insurance to indemnify the Government of Guam against any claim for loss, damage or injury to property or persons arising out of the performance of the Contractor or his employees and agents of the services covered by the contract and the use, misuse or failure of any equipment used by the contractor or his employees or agents, and shall provide certificates of such insurance to the Government of Guam when required.
- [] 43. Contract will be cancelled if funds not appropriated or insufficient, and that government will timely inform contractor. 2 GAR, Div.4 §3121(e) (1) (C) and 2 GAR, Div.4 § 3121(e)(1)(D).
- [] 44. If cancelled, contractor will be reimbursed unamortized reasonably incurred non-recurring costs.
2 GAR, Div.4 § 3121(e) (1) (G).
- [✓] 45. **CONTACT FOR CONTRACT ADMINISTRATION:** If your firm receives a contract as a result of this Solicitation, please designate a person whom we may contact for prompt administration.

Name: _____ Title: _____
Address: _____ Telephone: _____

GOVERNMENT OF GUAM
SEALED BID SOLICITATION INSTRUCTIONS

1. **BID FORMS:** Each bidder shall be provided with two (2) sets of Solicitation forms. Additional copies may be provided upon request. Bidders requesting additional copies of said forms will be charged per page in accordance with 5 GCA § 10203 of the Government Code of Guam. All payments for this purpose shall be by cash, certified check or money order and shall be made payable to the General Services Agency (EO 86-24).
2. **PREPARATIONS OF BIDS:**
 - a) Bidders are required to examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at bidder's risk.
 - b) Each bidder shall furnish the information required by the Solicitation. The bidder shall sign the solicitation and print or type his name on the Schedule. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent are to be accompanied by evidence of this authority unless such evidence has been previously furnished to the issuing office.
 - c) Unit price for each unit offered shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the amount column of the Schedule for each item offered. In case of discrepancies between a unit price and extended price, the unit price will be presumed to be correct.
 - d) Bids for supplies or services other than those specified will not be considered. Time, if stated as a number of days, means calendar days and will include Saturdays, Sundays, and holidays beginning the day after the issuance of a Notice to Proceed. Time stated ending on a Saturday, Sunday or Government of Guam legal holiday will end at the close of the next business day.
3. **EXPLANATION TO BIDDERS:** Any explanation desired by a bidder regarding the meaning or interpretation of the Solicitation, drawings, specifications, etc., must be submitted in writing and with sufficient time allowed for a written reply to reach all bidders before the submission of their bids. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective bidder concerning a Solicitation will be furnished to all prospective bidders in writing as an amendment to the Solicitation if such information would be prejudicial to informed bidders.
4. **ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS:** Receipt of an amendment to a Solicitation by a bidder must be acknowledged by signing an acknowledgement of receipt of the amendment. Such acknowledgement must be received prior to the hour and date specified for receipt of bids.
5. **SUBMISSION OF BIDS:**
 - a) Bids and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the Solicitation. The bidder shall show the hour and date specified in the Solicitation for receipt, the Solicitation number, and the name and address of the bidder on the face of the envelope.
 - b) Telegraphic bids will not be considered unless authorized by the Solicitation. However, bids may be modified or withdrawn by written or telegraphic notice, provided such notice is received prior to the hour and date specified for receipt (see paragraph 6 of these instructions).
 - c) Samples of items, when required, must be submitted within the time specified, unless otherwise specified by the Government, at no expense to the Government. If not destroyed by testing, samples will be returned at bidder's request and expense, unless otherwise specified by the Solicitation.
 - d) Samples or descriptive literature should not be submitted unless it is required on this solicitation. Regardless of any Attempt by a bidder to condition the bid, unsolicited samples or descriptive literature will not be examined or tested at the bidder's risk, and will not be deemed to vary any of the provisions of this Solicitation.
6. **FAILURE TO SUBMIT BID:** If no bid is to be submitted, do not return the solicitation unless otherwise specified. A letter or postcard shall be sent to the issuing office advising whether future Solicitations for the type of supplies or services covered by this Solicitation are desired.
7. **LATE BID, LATE WITHDRAWALS, AND LATE MODIFICATIONS:**
 - a) Definition: Any bid received after the time and date set for receipt of bids is late. Any withdrawal or modification of a bid received after the time and date set for opening of bids at the place designated for opening is late (Guam Procurement Regulations 2 GAR, Div.4 §3109(k)).
 - b) Treatment: No late bid, late modification, or late withdrawal will be considered unless received before contract award, and the bid, modification, or withdrawal would have been timely but for the action or inaction of territorial personnel directly serving the procurement activity.

8. **DISCOUNTS:**

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

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

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

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

12. **CONFIDENTIAL DATA:** If a bidder considers any information submitted in its bid to be confidential, the bidder must identify in writing to the Government those portions which it considers confidential, and must request in writing that those portions be kept confidential. Only trade secrets and proprietary data will be considered confidential. If there is a request for confidentiality, the Government will render a decision on the request as soon as practicable after bids are opened. The Government will advise any bidder requesting confidentiality, of the Government's decision in writing. If the Government does not agree with a bidder's request, then the Government will inform the bidder that it may lodge a protest regarding any part of the Government's decision by following the procedure for protests outlined in Chapter 9 of the Guam Procurement Regulations.

13. **PROHIBITION AGAINST GRATUITIES AND KICKBACKS:** With respect to this procurement and any other contract that bidder may have or wish to enter into with the Government, the bidder represents that he/she has not violated, is not violating, and promises that he will not violate the prohibition against gratuities and kickbacks set forth in the Guam Procurement Regulations.

14. **STATEMENT OF QUALIFICATIONS:** The ability capacity and skill of the Bidders to perform; Whether the bidder can perform promptly or within the specified time; The quality of performance of the Bidder with regards to awards previously made to him; The sufficiency of the financial resources and ability of the bidders to perform; And the compliance with all of the conditions to the solicitation.

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

(a) Contractor with regard to all person its employs whose purpose in whole or in part is the direct delivery of services contracted for with the Government of Guam in this procurement, shall pay such employees in accordance with the Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct deliverance of deliverables to the government of Guam. 5 GCA § 5801 Contractor shall be responsible for flowing down this obligation to its subcontractors.

(b) The Wage Determination most recently issued by the U.S. Department of Labor at the time this Agreement was awarded to Contractor shall be used to determine wages and benefits which shall be paid to employees pursuant to this clause. 5 GCA § 5801

(c) Should any contract contain a renewal clause, then at the time of renewal adjustments there shall be stipulations contained in that contract for applying the Wage Determination, so that the Wage Determination promulgated by the U.S Department of Labor on a date most recent to the renewal date shall apply. 5 GCA § 5801

(d) In addition to the Wage Determination detailed above, health and similar benefits for employees having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor shall apply. Contractor shall pay a minimum of ten (10) paid holidays per annum per employee. 5 GCA § 5802

Any violation of Contractor or its subcontractors obligations of this section shall be investigated by the Guam Department of Labor and may include a monetary penalty assessment by the Guam Department of Labor of no less than One Hundred Dollars (\$100.00) per day, and no more than One Thousand Dollars (\$1,000.00) per day, until such time as a violation has been corrected, as well as the payment of all back wages and benefits due. 5 GCA § 5803

(f) In addition to any and all other breach of contract actions the Government of Guam may have under this procurement, in the event there is a violation in the process set forth in subsection (e) above, Contractor may be placed on probationary status by the Chief Procurement Officer of the General Service Agency, or its successor, for a period of one (1) year.

During the probationary status, a Contractor shall not be awarded any contract by any instrumentality of the Government of Guam. A Contractor who has been placed on probationary status, or has been assessed a monetary penalty pursuant to 5 G.C.A. Article 13 Title 5 may appeal such penalty or probationary status to the Superior Court of Guam. 5 GCA § 5804

(g) Contractor along with all proposed offerors and submitter under this procurement were required to submit a Declaration of Compliance with Wage Determination laws as part of this procurement with a copy of the most recent Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor. 5 GCA §5805

(h) The applicable USDOL Wage Determination Rate Revision (as defined by subsections (b) and (c)) is to this Agreement. Contractor agrees to provide upon written request by the Government of Guam written certification of its compliance with its obligations as part of each invoice, along with the names of any employees, their positions, and detailed wage and benefits paid in keeping with this section. Additionally upon request by Government of Guam the Contractor shall submit source documents as to those individuals provide direct services in part or whole under this Agreement and its payments to them of such wages and benefits.

16. ETHICAL STANDARDS:

With respect to this procurement and any other contract that the Contractor may have, or wish to enter into, with any government of Guam agency, the Contractor represents that it has not knowingly influenced, and promises that it will not knowingly influence, any government employee to breach any of the ethical standards set forth in the Guam Procurement Law and in any of the Guam Procurement Regulations.

17. PROHIBITION AGAINST CONTINGENT FEES:

The Contractor represents that he has not retained any person or agency upon an agreement or understanding for a percentage, commission, brokerage, or other contingent arrangement, except for retention of bona fide employees or bona fide established commercial selling agencies, to solicit or secure this Agreement or any other contract with the government of Guam or its agencies.

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

Contractor warrants that no person providing services on behalf of the Contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry.

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

19. POLICY IN FAVOR OF SERVICE DISABLED VETERAN OWNED BUSINESSES:

P.L. 31-115 (September 20, 2011) 5 GCA § 5011 and § 5012 In the procurement of any supply or service, (except for professional services), if such supply or service is offered by a Service-Disabled Veteran Owned Business "SDVOB", as defined in 5 GCA § 5012, that is at least fifty one percent (51%) owned by service-disabled veteran(s), and if the supply or service is available within the period that is required for the procurement, and the price for the supply or service does not exceed one hundred five percent (105%) of the lowest bidder price, a preference shall be given to that SDVOB by the Government of Guam, and the supply or service shall be purchased from said SDVOB. This shall be in addition to any other procurement benefit the SDVOB may qualify for under Guam law. A business concern is a qualified SDVOB if: (a) the business concern is licensed to do business on Guam; (b) the business concern maintains its headquarters on Guam; (c) the business concern is at least fifty-one (51%) owned by a service-disabled veteran(s) who served in the active U.S. military service, was discharged or released under honorable conditions and whose disability is service-connected as demonstrated by a DD214, and certified by an award letter from the U.S. Department of Veterans Affairs; the DD214 and Disability award letter from U.S. Department of Veterans Affairs are submitted to the Government of Guam procuring agency for every service offered; and the service disabled veteran(s) owner(s) of the business concern has filed individual tax returns on Guam for a period of at least three (3) consecutive years.

INTRODUCTION

These specifications are reflective of the Guam Fire Department and its needs. Most importantly, the specifications herein stated are to maximize firefighter capabilities and minimize risk of injuries, therefore exceptions will not be acceptable. The Guam Fire Department is the primary **Fire and Emergency Services** organization on the island of Guam serving a population of over 150,000. Its primary mission is to provide quality emergency and non-emergency services to the population it serves either living, working, investing or visiting the island of Guam. This is accomplished by responding to fires, emergency medical incidents, hazardous materials incidents, and performing services to save life, property and preserve its environment. Guam's geographical location and inherent exposure to the elements of its environment include high heat temperatures, corrosion and decomposition factors, humidity and moisture. These are of some major concerns for any equipment type to consider in the field of fire and emergency services on a Pacific island approximately 212 square miles with an elevation of 1332 feet.

INTENT OF SPECIFICATIONS

Bids are requested for **TWO COMPLETE SET OF HYDRAULIC RESCUE/EXTRICATION TOOLS**, each to include a cutter, spreader, ram, ram attachment set, safety support strut, power unit, combination cutter/spreader, and all necessary hydraulic hoses with reels. In general, this Hydraulic Rescue and Extrication tool set shall be able to perform rescue and extrication during fire and non-fire-related rescue operations, emergency medical operations, and victim extrication. **Training on the use and general maintenance of the Hydraulic Rescue and Extrication tools, by the manufacturer or manufacturer's representative, must also be provided to the personnel that will be utilizing the equipment.** The bid price must remain valid for a minimum period of 365 days from the date of receipt by the General Services Agency of the Government of Guam.

It shall be the intent of these specifications to cover the delivery of 2 complete sets of Hydraulic Rescue and Extrication tools as hereinafter specified. These specifications shall cover both the general and performance requirements as to the type of construction and tests to which the tools shall conform, together with certain details as to finish and accessories with which the successful bidder (bidding contractor) shall conform. Minor details of construction and materials, which are not otherwise specified, shall be left to the discretion of the manufacturing company, who shall be solely responsible for the design and construction of all features. It is and must be understood that no bidders on Guam, as of this bid, are capable of constructing or manufacturing Hydraulic Rescue and Extrication tools, but are only representatives of off-island manufacturing companies through contract.

Bids shall only be considered from bidders representing manufacturing companies that have an established reputation in the field of Hydraulic Rescue and Extrication tool construction. Further, the bidding contractor shall specify the manufacturing company they represent, and shall maintain a service agreement for the Hydraulic Rescue and Extrication tools being sold. **Evidence of such shall be included in bid.**

Each bidding contractor on Guam shall furnish satisfactory evidence of the manufacturer's ability to construct the Hydraulic Rescue and Extrication tool specified and shall state the location of the factory where the Hydraulic Rescue and Extrication tools are to be built. The bidding contractor shall also show that they, and the manufacturing company they are representing, **are** in position to render prompt service and to furnish replacement parts.

Each bid shall be accompanied by a detailed description of the Hydraulic Rescue and Extrication tool furnished under contract shall conform. These specifications shall indicate materials, model, and make of all component parts and equipment.

ELIMINATION OF DIVIDED RESPONSIBILITY

It is emphasized here that the responsibility for the quality of the Hydraulic Rescue and Extrication tools, to include warranties and warranty work, lies solely with the successful bidding contractor so that divided responsibilities are not a problem to the Guam Fire Department. This would maintain improved service ability, maintain longevity, provide excellent quality and reliability, fit and finish, and reduced construction and assembly time. Therefore, bids shall only be accepted from vendors that accept responsibility for the collective management and action on all warranty components.

Each bidding contractor on Guam shall furnish satisfactory evidence of their representing company's ability to assemble the Hydraulic Rescue and Extrication tools specified and shall state the location of the factory where the final assembly of the Hydraulic Rescue and Extrication tools will take place. The bidding contractor shall also show that the local service facility is capable of rendering prompt service for issues that may arise and keeping replacement parts on hand.

MANUFACTURER'S RELIABILITY

The bidding contractor on Guam and the representative's manufacturer must be satisfactory to the Guam Fire Department and the General Services Agency of the Government of Guam in terms of experience, reliability, and demonstrated ability to manufacture equipment, comparable to the type specified.

PROTOTYPE HYDRAULIC RESCUE AND EXTRICATION TOOLS

No prototype or experimental Hydraulic Rescue and Extrication tools will be accepted. The builder must demonstrate that it has successfully produced Firefighting Rescue Extrication Tools of similar design in the past. Total deviation to these specifications will be cause for immediate rejection.

SERVICE ABILITY

All bidders shall provide details of their ability to warranty and service, replace, or repair the Hydraulic Rescue and Extrication tools proposed. The service ability section of these specifications will be a major factor in determining the successful bidder.

It is highly recommended that the successful bidder have immediate repair capability for warranty issues. For warranted items that require replacement, the bidder shall have a plan and excellent rapport with the manufacturing company to expedite arrival of replacement items in order to minimize downtime for the Hydraulic Rescue and Extrication tools proposed.

SPECIFICATION BID REQUIREMENTS

Bidding contractors shall also indicate in the **"Bidding on/Remarks"** column if their bid complies on each item (PARAGRAPH) specified. Exceptions shall be allowed if they are equal to or superior to that specified and provided they are listed and fully explained on a separate page. Proposals taking total exception to specifications shall not be acceptable.

EXCEPTIONS

All exceptions shall be stated, no matter how seemingly minor. Any exceptions not taken shall be assumed by the purchaser to be included in the proposal, regardless of the cost to the bidder. **In instances that the specification states '(no exception)', failure to comply will result in the bid being rejected.**

EQUALS CLAUSE

Unless otherwise stated by the bidding contractor, the bid/quote submission will be considered in strict accordance with the specifications in this document.

REFERENCES TO A PARTICULAR TRADE NAME, MANUFACTURER'S CATALOG OR MODEL NUMBER ARE MADE FOR DESCRIPTIVE PURPOSES TO GUIDE CONTRACTORS AND THE MANUFACTURING COMPANIES THEY REPRESENT IN INTERPRETING THE SPECIFICATIONS AND REQUIREMENTS OF THE GUAM FIRE DEPARTMENT.

These references should not be construed as excluding proposals of other types of materials or designs, unless otherwise stated. The bidder awarded the contract shall furnish each item referred to in the final specifications. **Contractors and manufacturing companies submitting specifications that are equal to or greater than these specifications, hereinafter referred to as "Equivalent(s)", could be allowed after review for said quality and compliance.**

ADHERENCE TO SPECIFICATIONS

The purchaser's specifications shall, in all cases, govern the construction of the Firefighting Rescue and Extrication Tools. THIS IS NOT AN RFP (Request for Proposal).

NOTICE TO CONTRACTORS: ANY SUBMISSION INDICATING THAT THE MANUFACTURER'S SPECIFICATIONS SHALL SUPERSEDE THE PURCHASER'S SPECIFICATIONS WILL IMMEDIATELY BE REJECTED.

SUBMISSION REVIEW AND EQUIVALENTS

To properly review all bid/quotes, the Government of Guam General Services Agency, will utilize its policies, rules and regulations as well as the provisions of the most current version of the Guam Procurement Code, Guam Code Annotated and other public laws that govern this procurement.

Any submitted "equivalent" in construction, performance, test, or items of equipment between this (purchaser's specification and contractor's submission) shall be detailed and submitted on a separate sheet along with the contractor's submission in specification sequence, citing equivalent number, page, section and line numbers.

The contractor must explain in detail, along with full supporting documentation, such as but not limited to photographs, product brochures and test data, how the proposed item(s) meets or exceeds the specifications. **FAILURE TO COMPLY WITH THIS REQUIREMENT WILL AUTOMATICALLY DISQUALIFY THE CONTRACTOR.**

The purchaser reserves the right to determine which (if any) equivalents are acceptable.

THE RIGHT TO REJECT SUBMISSIONS

The General Services Agency reserve the right to reject any and all submissions received and accept any that, in their judgment, best serves the interest of the people of Guam.

WITHDRAWAL OF SUBMISSIONS

No submission may be withdrawn within ninety (90) days following the submissions by the bidders to the General Services Agency of the Government of Guam

AWARD OF CONTRACT

A contract will be awarded, as soon as practical following the review of the bid/quotes, to deliver the Hydraulic Rescue and Extrication tools specified. It is not the intention of the Guam Fire Department/Government of Guam to write out contractors, vendors or manufacturers of similar or equal equipment of the types specified. It should be noted however that this specification is written around specific needs of the Guam Fire Department.

INFRINGEMENTS AND INDEMNIFICATIONS

Upon the award of an order or contract, the successful bidder shall protect, defend and save the Guam Fire Department/Government of Guam harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction or form of the work covered by either order or contract.

The bidder further shall indemnify and save the Guam Fire Department/Government of Guam harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, and/or the agents, employees, successors or assigns of the contractor.

DEFAULT PROVISIONS

In the event of default by the bidder, the Guam Fire Department/Government of Guam may procure the articles or services from any other sources without further advertising and the contractor will be responsible for any excess costs occasioned thereby.

PRICING

The bidder's bid/quote shall include the price and charges for all items requested. This price shall also include all charges for delivery to the Guam Fire Department/Government of Guam.

PAYMENT TERMS

The Guam Fire Department will accept no contract form that requires down payments, progressive payments during construction, or contracts with escalator clauses. Terms of payment shall be 100% payment, within thirty (30) days, upon delivery, testing, and acceptance of the Rescue Extrication Tools and receipt of invoice. No other terms shall be acceptable.

DELIVERY TERMS

The contractor will deliver the completed Hydraulic Rescue and Extrication tools within 180 calendar days from the date of notice of award to the current headquarters of the Guam Fire Department, Guam, USA. **Additionally, proper training on the use and preventative maintenance, by the manufacturer or manufacturer's representative, must be provided to units that will be utilizing the equipment prior to placing the Hydraulic Rescue and Extrication tools in service.**

The contractor must submit a firm delivery time (number of calendar days from date of order to date of delivery) of said Hydraulic Rescue and Extrication tools with the bid. Quoting number of days after receipt of all components is unacceptable. A deduction of per day will be made for each day over and above the stated delivery date. The penalty also will apply if the unit is delivered and rejected, until the unit is returned meeting specifications.

ACCEPTANCE

Acceptance of the delivered Hydraulic Rescue and Extrication tools and equipment will be made at the completion of inspection and the receipt of all specified equipment. Equipment items not delivered at the time of the tests or construction not in conformance with the contractor's proposal will be cause for the accepting authority to withhold payment until all conditions of the final, approved specification have been met.

Failure to comply with changes to conform to any clause of the specifications, within 30 days after notice is given to the bidder of such changes, shall also be a cause for rejection of the Firefighting Rescue Extrication Tools.

WARRANTIES

All warranties described herein and within the specifications, are the minimum warranties that will be acceptable. Any warranty that does not meet these minimums shall be grounds for immediate rejection of the bid/quote submission.

The Bidder shall provide a full statement of the warranty provided for the Hydraulic Rescue and Extrication tools being bid. This warranty should clearly describe the terms under which the Hydraulic Rescue and Extrication tool's Manufacturer accepts responsibility for the cost to repair defects caused by faulty design, quality of work or material, and for the applicable period of time after delivery.

Cost of repairs refers to all costs related thereto including, but not limited to, the cost of materials and the cost of labor.

The Manufacturer shall warrant all materials and accessories used whether fabricated by the Manufacturer or purchased from an outside source and will deal directly with the Guam Fire Department on all warranty work.

LIABILITY

The successful bidding contractor shall defend any and all suits and assume all liability for the use of any patented process including any device or article forming a part of the Hydraulic Rescue and Extrication tool or any appliance furnished under the contract.

WARRANTY PERFORMANCE

This Hydraulic Rescue and Extrication tool set is critical to the safety of the responders of the Guam Fire Department. It is imperative that the Hydraulic Rescue and Extrication tools remain in service and that "down time" be minimized. The following warranty performance provisions are required:

The successful contractor shall be required to address service and or repair issues, as soon as possible but no more than twenty-four hours after notification by the Fire Department.

If the contractor does not address the service/repair request within the twenty-four hour time frame, it will be assumed as approval for the Fire Department to repair the Rescue Extrication Tools or obtain warranty service/repairs from component manufacturers or outside vendor(s) repair facilities. **The Fire Department shall be paid, by the contractor; an area average hourly rate for labor inclusive of items replaced one for one.**

Defective and other parts replaced, as a result of these service/repairs, will be labeled and retained by the Fire Department. Parts shall be paid for by the contractor in exchange for work orders and replaced parts. Outside vendor repair facility parts and labor charges shall be billed directly to the successful contractor.

The contractor shall take full responsibility for returning any defective parts to their supplier.

These aforementioned service and/or repairs will, in no way, affect the validity of any warranties as depicted within the approved specifications. There shall be no deviations to these requirements.

ITEM NO.	DESCRIPTION	QTY	UOM	UNIT PRICE	PRICE EXTENSION
1.1	Complete set of Hydraulic Rescue/ Extrication Tools as per the following specifications	2	SET	\$_____	\$_____

SPECIFICATIONS

BIDDING ON/REMARKS:

Complete Set of Hydraulic Rescue/Extrication Tools includes the following:

COMBINATION SPREADER /CUTTER

The tool is a hydraulically activated piston with two equal, opposite blade arms That are symmetrically opened by mechanical joints, thereby spreading, squeezing or cutting objects.

Electro-hydraulic devices do not need to be connected to an External hydraulic source, generation of the required hydraulic pressure takes place within the body of the device by either a quick exchange lithium-ion battery or an external power supply.

The cylinder of the tool shall be made of anti-corrosive light aluminum alloy for its lightweight, strength and long life. The body of the tool shall have a high impact, non-metallic housing. The housing shall have ventilation holes on both sides of the unit for cooling the motor.

The NFPA HSF test point shall produce 6,744 lbf (30 kN), and the LSF test point shall produce 5,395 lbf (24 kN).

The tool shall produce a spreading distance up to 8.5 in (215 mm) measured at the blade tips with spreader tips.

The tool shall be able to utilize two different styles of tips that can be exchanged quickly by the use of 1in. diameter quick release buttons. One set of tips are patented multifunctional tips that can be used for spreading, peeling, and squeezing without the need to be changed. These tips should be 1.772 in. wide measured at the base of the tip. The second set of tips shall be manufactured from cast high-strength steel. These tips must have 3 “teeth” on one tip and 2 “teeth” on the second tip.

These “teeth” should be 0.975 in. each and form an interlocking “Jaw” the can be used to force items open as well as lift. Both tip types shall be made of an investment cast high-strength tool steel.

The tool has been NFPA tested to cut 0.87 in (22.2 mm) diameter round stock steel material.

The maximum cutter opening shall be 8.15 in (215 mm) and shall include a notch to focus maximum cutting force.

The blades of the tool shall be of a straight serrated edge design for maximum cutting performance

The control mechanism shall feature a star-grip control actuator for ease of Operation by allowing 360° operation in any position. The tool must provide a non-interflow shear seal “dead man” actuator, whereby the unit stops functioning when thumb pressure is released. The star grip automatically returns to the central/neutral position, guaranteeing full load-holding.

The tool shall have a 360° rotating handle that offers 4 locking positions.	
The tool shall have a built in Picatinny accessory rail for the addition of optional accessories.	
The tool shall feature an on/off button that is lighted as well as stays recessed when the tool is in the on position.	
The tool will be equipped with a dual pilot check valve. This is to prevent Accidental movement of the arms in the event of power loss.	
The tool shall be protected by a pressure relief valve that prevents it from being over pressurized.	
Noise emissions at nominal voltage measured at idle mode generates 66 dB(A), max load generates 70 dB(A).	
Minimum current consumption is 10 amps at idle mode and 43 amps at maximum load. The nominal electrical voltage (with lithium/ion battery) is 25.2 V.	
The tool shall operate normally at an ambient temperature range of -4°F (-20°C) up to +131°F (+55°C).	
The tool, including battery, shall complete 3 successful rounds of NFPA 1936 2015 edition cut tests of A5/B3/C5/D6/E6 immediately after an exposure to 250°F for 9 minutes.	
The tool, including battery, shall complete at least 5 full open/close cycles to full pressure a minimum of 30 minutes after being exposed to an ambient temperature of 300°F for 7 minutes.	
The tool dimensions without the battery shall not be any longer than 31.3 in (796 mm), wider than 7.7 in (195 mm) or higher than 8.3 in (210 mm) with spreader tips.	
The tool must be certified as compliant with NFPA 1936, 2015 Edition and shall be labeled as such bearing the mark of the testing agency.	
Cutting classification should be no less than A5 / B3 / C5 / D6 / E6 as defined in NFPA 1936:2015 and certified by a 3rd party testing agency.	
The tool will not weigh more than 24.3 lbs (11 kg) with combi tips, excluding the power supply.	

HYDRAULIC SPREADER

The tool is a designed hydraulically activated piston with two equal, opposite spreader arms that are symmetrically opened by mechanical joints, thereby spreading objects. Closing the spreader arms is also carried out hydraulically and mechanically by reverse order of the piston.	
The body of the tool should be made of anti-corrosive aluminum alloy forging for its lightweight, strength and long life.	

SPECIFICATIONS

BIDDING ON/REMARKS:

The tool shall produce a spreading force of no less than 22,000 lbf (98 kN). In accordance with NFPA testing standards the **HSF** test point produced **8,090 lbf** (36 kN), the **LSF** test point produced **7,190 lbf** (32 kN), the **HPF** test point produced **6,070 lbf** (27kN), the **LPF** test point produced **5,170 lbf** (23 kN).

The tool shall produce a maximum spreading distance of no less than 32.3 in (820 mm) measured at the tips.

To maximize the capability of the spreader the unit should include an optional chain and shackle package for pulling operations, use only Hurst chain sets **KSV 11**. The tool should not require the removal of the tips for attachment.

The tool shall produce a maximum pulling distance of no less than 26.6 in (675 mm) using Hurst chain set KSV 11.

The tips of the tool are patented multifunctional tips that can be used for spreading, squeezing and pulling without the need to be changed. The tips of the tool must be removable with a push button release.

The tips are to be serrated and made from investment cast heat-treated steel. The current diamond tips provide a more secure grip when spreading, squeezing and pulling.

The arms of the tool should be made of high strength aluminum alloy and attach via removable links for ease of repair, efficient power transmission and smooth operation. The pivot points of the arms shall have a rubber bootied hand guard for safety purposes.

The control mechanism shall feature a star-grip control actuator for ease of operation by allowing 360° operations in any position.

The mechanism shall be separate and independent from the rear handle to provide added control in close-quarter operation. The tool must provide a non-interflow shear seal “dead man” actuator, whereby the unit stops functioning when thumb pressure is released.

The tool should have two handles. One ergonomic steel tubular handle located at the center of the tool, the center crossbar handle allows easy ergonomic manipulation from the center or either side. The other located below the control mechanism.

The tool will be equipped with a dual pilot check valve. This is to prevent accidental movement of the arms in the event of power loss.

The tool shall have two 12 in (304 mm) connection hoses constructed of double jacketed nylon reinforced hoses with a 4:1 burst pressure rating of no less than 20,000 psi (1379 bar) equipped with spring guard bend restrictors to prevent kinking and a Streamline® mono-coupling connection with dust cap.

The tool shall be equipped with a Streamline® mono-coupling made of machined aluminum and hardened steel. The mono-coupling system shall have an interlocking push-twist positive locking capability allowing twin line hose to be connected into a single coupling for safe and quick connection of hydraulic hoses. The tool can be coupled under pressure provided the connected equipment is not activated.

The tool shall be protected by a pressure relief valve that prevents it from being over pressurized.

The tool is suitable for underwater use at a depth of up to 131 ft (40 m) or up to 7,500 lbs of underwater pressure.

The maximum operating pressure to the tool will be 5,000 psi (35 MPa) (350 bar).

The tool must use genuine Hurst Blue® hydraulic fluid being patented polyether polyol chemistry, providing additives which provide rust oxidation protection and superior anti-wear properties. Hurst Blue® is FMRC approved as a less hazardous hydraulic fluid, 100% synthetic, readily biodegradable, fire resistant, and electrically non-conductive, non-corrosive operating medium.

The minimum hydraulic fluid requirement for this tool is 0.06 gallons (0.23 liters).

The tool dimensions without connection hoses shall not be any longer than 32.6 in (827 mm), wider than 15.8 in (402 mm) or higher than 8.4 in (212 mm).

The tool shall be able to tolerate an ambient temperature range of -4°F (-20°C) up to +131° F (+55°C).

The tool must be NFPA 1936; 2010 Edition certified and shall be labeled as such bearing the mark of the testing agency.

The tool shall not weigh more than 50.5 lbs (22.9 kg) including hydraulic oil.

HYDRAULIC CUTTER

The tool is designed to be a hydraulically operated piston activating mechanical joints symmetrically to open or close a set of two opposite blade arms whereby cutting surfaces go on top of each other without making contact thus enabling objects/material to be cut, sheared or severed.

The body of the tool shall be made of forged 7075 T6 – 83,000 pounds tensile strength aviation grade anti-corrosive light aluminium alloy for its lightweight, strength and long life.

The maximum cutter opening at the tips will be 7.3 in (185 mm)

The cutter will be of C-curved blade for pulling the debris away and to the center with intelligent cutter geometry reducing tool movement and providing maximum cutting performance.

The engineered C-curved blades with sophisticated geometry close at the tips and then pull the object to be cut towards the point where the maximum cutting force is applied to the relevant working range providing superior cutting performance and significantly reducing cutter wear and optimised for increasingly thicker material.

The blades shall be made of drop forged shock-resistant tool steel that has been heat treated using a four step tempering process making the blades chip and dent resistant while maintaining ductility. The blades of the tool should be attached to the piston rod via removable links for ease of repair, efficient power transmission and smooth operation. The pivot points of the blades shall have a rubber booting hand guard for safety purposes.

SPECIFICATIONS

BIDDING ON/REMARKS:

The cutting performance of the tool shall be able to cut up to 1.49 in (38 mm) diameter round stock steel.

The tool's maximum cut capability is reached when the blades are near the fully open position at 5 inches. Please contact your authorized Hurst Dealer to discover the new engineered design and cutting capability of this tool.

The tool shall have a low profile center bolt to provide better access into narrow spaces.

The tool shall have two (2) handles. One located at the center of the tool and the other located below the control mechanism.

The tool shall have a dual pilot check valve to prevent accidental movement of the blades in the event of power loss.

The tool is suitable for underwater use at a depth of up to 131 ft (40 m).

The control mechanism shall feature a star-grip control actuator for ease of operation by allowing 360 ° operations in any position. The mechanism shall be separate and independent from the handle to provide added control in close-quarter operation.

The tool must provide a non-interflow shear seal "dead man" actuator, whereby the unit stops functioning when thumb pressure is released.

The opening and closing positions are clearly marked.

The tool shall be protected by a pressure relief valve that prevents it from Being over pressurized.

The tool shall have two (2) 20 in (0.5 m) connection hoses consisting of steel reinforced nylon thermoplastic covered tube hoses with a safety factor of 4:1 burst pressure rating of no less than 40,000 psi (2800 bar), equipped with plastic bend restrictors to prevent kinking and Streamline® mono-coupling with dust cap.

The tool shall be equipped with a Streamline® mono-coupling made of machined aluminium and hardened steel. The mono-coupling system shall have an interlocking capability allowing twin hose to be connected into a single coupling for same and quick connection of hydraulic hoses.

The tool can be coupled under pressure provided the equipment is not activated.

The tool must use genuine Rando® HD ISO 22, a highly refined mineral oil with a viscosity of 22 mm2/s as the operating medium. The oil requirement for this tool is 0.09 gallons (0.33 liters).

The tool dimensions without connection hoses shall not be any longer than 31.1 in. (790 mm) or wider than 11.8 in. (300 mm) or higher than 10.2 in (258 mm).

The maximum operating pressure to the tool will be 10,200 psi (70 MPa) (700 bar).

SPECIFICATIONS

BIDDING ON/REMARKS:

The ambient temperature range for tool in operation shall not exceed -4°F (-20°C) to +131°F (+55°C).

The tool must be NFPA 1936; 2015 Edition certified and shall be labelled as such bearing the mark of the testing agency

Cutting classification should be no less than A8 / B9 / C8 / D9 / E9 as defined in NFPA 1936; 2010 and certified by a 3rd party testing agency.

The tool will not weigh more than 47 lbs (21.3 kg) including hydraulic fluid.

RESCUE RAM

The rescue ram is a double-acting hydraulic cylinder. Extension and retraction is carried out hydraulically.

The tool cylinder shall be made of forged 7075 T6 – 83,000lbs tensile strength aviation grade anti-corrosive light aluminium alloy for its lightweight, strength and long life.

The rescue ram is a multi-stage cylinder for applying pressure with varying pressure forces depending on the piston stage. The pressure force remains constant within one piston stage.

The ram shall extend to a distance of up to 51 in (1295 mm). The retracted length is to be no less than 18.7 in (475 mm).

The ram shall feature a three stage stroke. The maximum stroke for piston 1 shall be 11.6 in (295 mm) producing up to 60,474 lbf (269 kN) force.

The maximum stroke for piston 2 shall be 11 in (280 mm) producing up to 30,124 lbf (134 kN) force. The maximum stroke for piston 3 shall be 9.65 in (245 mm) producing up to 8,768 lbf (39 kN) force. The piston stroke overall shall be 32.3 in (820 mm).

For ease of operation and high tensile strength there shall be a limit of one solid steel rod per tool.

The tool shall include heat-treated, investment-cast steel ram claw feet on the piston side and on the cylinder side for durable gripping and minimizing slippage.

The tool shall have a dual pilot check valve to prevent accidental movement of the piston rod in the event of power loss.

The control mechanism shall feature a star-grip control for ease of operation by allowing 360° operation in any position.

The mechanism shall be separate and independent from the handle to provide added control in close-quarter operation.

The tool must provide a “dead man” actuator whereby the unit stops functioning when hand pressure is released.

The extend piston and retract piston are clearly marked.

To maximize the ram capability the unit should include an optional Ram Support and/or a Ram Attachment set thus allowing increased versatility.

SPECIFICATIONS

BIDDING ON/REMARKS:

The tool is to have two (2) 20 in (0.5 m) connection hoses consisting of steel reinforced nylon thermoplastic covered tube hoses with a safety factor of 4:1 burst pressure rating of no less than 40,000 psi (2800 bar), equipped with plastic bend restrictors to prevent kinking and Streamline® mono-coupling with dust cap.

The tool is suitable for underwater use at a depth of up to 131 ft. (40 m).

The tool shall be equipped with a Streamline® mono-coupling made of machined aluminium and hardened steel. The mono-coupling system shall have an interlocking capability allowing twin hose to be connected into a single coupling for same and quick connection of hydraulic hoses. The tool can be coupled under pressure provided the equipment is not activated.

The tool must use genuine Rando® HD ISO 22, a highly refined mineral oil with a viscosity of 22 mm²/s as the operating medium. The oil requirement for this tool is 92.4 cu. in (1514 cm³) with a minimum needed volume of Hydraulic fluid of 0.42 gal (1.6 liters).

The tool dimensions without connection hoses shall not be any wider than 4.41 in (112 mm) or higher than 8.7 in (221 mm).

The maximum operating pressure to the tool will be 10,153 psi (70 MPa) (700 bar).

The tool shall be protected by a pressure relief valve that prevents it from being over pressurized.

The tool shall be able to tolerate an ambient temperature range of -4°F (-20°C) up to +131°F (+55°C).

The tool must be NFPA 1936; 2015 Edition certified and shall be labelled as such bearing the mark of the testing agency.

The tool will not weigh more than 39 lbs (17.7 kg) including hydraulic fluid.

POWER UNIT

The power unit will consist of a hydraulic radial piston pump supplied with a gravity fed reservoir & driven by an engine with a two-stage circuit.

The reservoir shall be of steel construction and shall have a usable hydraulic oil capacity of 1.27 US gallons (4.8 Liters).

The engine shall be a 4 stroke 5.7 HP (4.2kw) at 3300 rpm, Subaru Robin EX17 with a chain driven overhead cam. The engine shall carry a **manufacturer's warranty of Three (3) Years.**

The hydraulic pump shall be a two-stage radial piston pump. The maximum working pressure to the pump will be limited by a pressure control valve set to 10,150 psi or (700 Bar). The low pressure stage shall shift up to 2,321 psi for faster operation. Switch-over from low to high pressure is carried out automatically in the pump.

SPECIFICATIONS

BIDDING ON/REMARKS:

The oil flow rate shall be 2 x 189 cu. in. /min in low pressure stage and 2x 55 cu. In./min in the high pressure mode at 10,150 psi. In the turbo mode the flow rate shall be 1 x 369 cu. In./min in the low pressure stage and 1x 103 cu. In. / min in the high pressure stage.

The power unit must use Rando® HD ISO 22, a highly refined mineral oil with a viscosity of 22 mm2/s as the operating medium.

The unit shall be equipped with two (2) Streamline® mono-coupling connections.

The Streamline® mono-couplings shall be made of machined aluminum and hardened steel. The mono-coupling system shall have an interlocking push-twist positive locking capability allowing the twin hose to be connected into a single coupling for safe and quick connection of hydraulic hoses.

The capability of switching from simultaneous two (2) tool operation to single turbo mode with increased flow shall be achieved with a shift lever located between the two outlets.

The power unit shall be protected by a heavy-duty tubular steel roll cage frame. The frame must surround the engine, reservoir, & pump to protect the unit while being stored and operated.

The power unit shall be no longer than 19.1" (485 mm) or wider than 17.3" (440 mm) or higher than 17.5" (445 mm).

The power unit shall be able to tolerate an ambient temperature range of -4°F (-20°C) up to +131° F (+55°C)

The power unit shall not weigh more than 100.1 lbs (42kg) including oil.

The power unit shall be certified as compliant with NFPA 1936, 2015 Edition and shall be labeled as such bearing the mark of TUV, the independent testing agency.

STRUT SYSTEM

The strut system shall include 2 working supports that extend from 48 in to 78.7 in (1220-2000 mm), 2 L-shaped hand tools to serve as operational levers and a carrying bag.

The strut is designed to be used at an optimal installation angle of 25-35°. Above 35° angle secure base plate against possible slippage up to 70°.

The strut shall have a rating of 2,205 lbs (1,000 kg) per strut.

The strut shall have a ratchet belt system attached to the strut, the belt system shall have an allowable belt tension of 2,205 lbs (1,000 kg).

The strut shall encompass a working extension lever, adjustment shaft, locking shaft, opposing loose hooks and tension strap.

The quickstrut system shall have a 2 year warranty.

The quickstrut dimensions including the storage bag shall not be any longer than 52 in or wider than 8.3 in or higher than 8.7 in.

SPECIFICATIONS

BIDDING ON/REMARKS:

The quickstrut shall not weigh any more than 75 lbs (34 kg) including the storage bag.

HOSES AND HOSE REELS

Constructed of a thermoplastic inner tube within an aramid fiber reinforced, polyurethane jacket.

Meet or exceed both SAE 100R8 safety ratings and NFPA 1936 2010 standards.

Able to be color coded using an included insert kit

4-to-1 safety factor

Anti-kink hoses which can be unrolled while under pressure.

Bidding on:

Manufacturer: _____

Model: _____

Year: _____

Place of Origin: _____

Date of Delivery: _____

These specification were develop the staff of the Guam Fire Department and approved by Joey San Nicolas, Fire Chief.