



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-054-17

DESCRIPTION:

OFFICE SPACE LEASE
DEPARTMENT OF PUBLIC HEALTH & SOCIAL SERVICES
DIV. OF SENIOR CITIZENS; BUREAU OF MANAGEMENT SUPPORT (BMS)
AND WORKS PROGRAM SECTION (WPS)

SPECIAL REMINDER TO PROSPECTIVE BIDDERS

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

(X) BID GUARANTEE (15% of Bid Amount) May be in the form of;
Reference #11 on the General Terms and Conditions

- a. Cashier's Check or Certified Check
- b. Letter of Credit
- c. Surety Bond – Valid only if accompanied by:
 - 1. Current Certificate of Authority issued by the Insurance Commissioner;
 - 2. Power of Attorney issued by the Surety to the Resident General Agent;
 - 3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.

() 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 _____, 2017, 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-054-17

OFFICE SPACE LEASE
DEPARTMENT OF PUBLIC HEALTH & SOCIAL SERVICES
DIV. OF SENIOR CITIZENS; BUREAU OF MANAGEMENT SUPPORT (BMS)
AND WORKS PROGRAM SECTION (WPS)

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 **475-1727** and email to **gsaprocurement@gsadoa.guam.gov**.

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

Name

Signature

Date

Time

Contact Number

Fax Number

Contact Person regarding IFB

Title

E-Mail Address

Company/Firm

Address

Note: 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 via fax attention to the Chief Procurement Officer, General Services Agency no later than July 19, 2017 at 5:00pm close of business.

Copy of abstract after bid opening will be available if request for an amount of ten (10) cents. (\$.10)

INVITATION FOR BID

ISSUING OFFICE:

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

Per V K July

CLAUDIA S. ACFALLE
Chief Procurement Officer

DATE ISSUED: July 14, 2017

BID INVITATION NO: GSA-05A-17

BID FOR: OFFICE SPACE LEASE FOR: DPHSS DIV. OF SENIOR CITIZENS; BUREAU OF MANAGEMENT SUPPORT (BMS) AND WORKS PROGRAM SECTION (WPS)

SPECIFICATION: SEE ATTACHED

DESTINATION: DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES (DSC; BMS & WPS)

REQUIRED DELIVERY DATE: 30 Days Upon Receipt of Purchase Order. For a period of three (3) years with an option to renew on a year to year basis for two (2) additional years upon availability of funds.

INSTRUCTION TO BIDDERS:

INDICATE WHETHER: INDIVIDUAL PARTNERSHIP CORPORATION

INCORPORATED IN: _____

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) 10:00am Date: 8/02/17 and shall be publicly opened. Bid submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions, and Sealed Bid Solicitation for details.

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

NAME AND ADDRESS OF BIDDER:

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS BID:

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

ITEM NO(S). AWARDED: _____

CONTRACTING OFFICER:

CLAUDIA S. ACFALLE
Chief Procurement Officer

NAME AND ADDRESS OF CONTRACTOR:

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS CONTRACT:

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

Subscribed and sworn before me this _____ day of _____, 2017

Notary Public

FORM E

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

Procurement No: GSA-054-17

OFFICE SPACE LEASE FOR: DPHSS DIV. OF SENIOR CITIZENS (DSC); BUREAU OF MANAGEMENT SUPPORT (BMS) AND WORKS PROGRAM SECTION (WPS)

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 THE SERVICE CONTRACT ACT ADMINISTRATION	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS
By direction of the Secretary of Labor	WAGE AND HOUR DIVISION WASHINGTON D.C. 20210 Wage Determination No.: 2015-5693 Revision No.: 2 Date Of Revision: 03/17/2017
Daniel W. Simms Director	Division of Wage Determinations

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. 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		12.52
01012 - Accounting Clerk II		14.05
01013 - Accounting Clerk III		15.73
01020 - Administrative Assistant		17.67
01035 - Court Reporter		15.46
01041 - Customer Service Representative I		10.13
01042 - Customer Service Representative II		11.39
01043 - Customer Service Representative III		12.43
01051 - Data Entry Operator I		10.48
01052 - Data Entry Operator II		11.99
01060 - Dispatcher, Motor Vehicle		14.37
01070 - Document Preparation Clerk		12.30
01090 - Duplicating Machine Operator		12.30
01111 - General Clerk I		10.29
01112 - General Clerk II		11.28
01113 - General Clerk III		12.32
01120 - Housing Referral Assistant		17.22
01141 - Messenger Courier		10.18
01191 - Order Clerk I		11.28
01192 - Order Clerk II		12.25
01261 - Personnel Assistant (Employment) I		14.33
01262 - Personnel Assistant (Employment) II		15.68
01263 - Personnel Assistant (Employment) III		17.47
01270 - Production Control Clerk		20.05
01290 - Rental Clerk		11.10
01300 - Scheduler, Maintenance		13.81
01311 - Secretary I		13.81
01312 - Secretary II		15.46
01313 - Secretary III		17.22
01320 - Service Order Dispatcher		12.73
01410 - Supply Technician		17.67
01420 - Survey Worker		15.26
01460 - Switchboard Operator/Receptionist		9.67
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	9.45
05130 - Motor Equipment Metal Mechanic	13.71
05160 - Motor Equipment Metal Worker	12.10
05190 - Motor Vehicle Mechanic	13.71
05220 - Motor Vehicle Mechanic Helper	10.12
05250 - Motor Vehicle Upholstery Worker	12.10
05280 - Motor Vehicle Wrecker	12.10
05310 - Painter, Automotive	12.87
05340 - Radiator Repair Specialist	12.10
05370 - Tire Repairer	8.59
05400 - Transmission Repair Specialist	13.31
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.47
07041 - Cook I	10.49
07042 - Cook II	12.33
07070 - Dishwasher	7.98
07130 - Food Service Worker	8.56
07210 - Meat Cutter	11.86
07260 - Waiter/Waitress	8.35
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	15.82
09040 - Furniture Handler	9.74
09080 - Furniture Refinisher	15.82
09090 - Furniture Refinisher Helper	11.73
09110 - Furniture Repairer, Minor	13.76
09130 - Upholsterer	15.82
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.00
11060 - Elevator Operator	8.96
11090 - Gardener	11.93
11122 - Housekeeping Aide	8.96
11150 - Janitor	8.96
11210 - Laborer, Grounds Maintenance	9.14
11240 - Maid or Houseman	7.98
11260 - Pruner	8.23
11270 - Tractor Operator	10.96
11330 - Trail Maintenance Worker	9.14
11360 - Window Cleaner	10.01
12000 - Health Occupations	
12010 - Ambulance Driver	17.39
12011 - Breath Alcohol Technician	17.39
12012 - Certified Occupational Therapist Assistant	23.61
12015 - Certified Physical Therapist Assistant	23.87
12020 - Dental Assistant	13.38
12025 - Dental Hygienist	29.85
12030 - EKG Technician	23.96
12035 - Electroneurodiagnostic Technologist	23.96
12040 - Emergency Medical Technician	17.39
12071 - Licensed Practical Nurse I	15.39
12072 - Licensed Practical Nurse II	17.22
12073 - Licensed Practical Nurse III	19.19
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	15.39
12210 - Nuclear Medicine Technologist	37.83
12221 - Nursing Assistant I	11.03
12222 - Nursing Assistant II	12.43
12223 - Nursing Assistant III	13.54
12224 - Nursing Assistant IV	15.22
12235 - Optical Dispenser	17.22
12236 - Optical Technician	15.39
12250 - Pharmacy Technician	13.41
12280 - Phlebotomist	15.22
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)	21.32
12320 - Substance Abuse Treatment Counselor	21.32
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.47
13012 - Exhibits Specialist II	20.39
13013 - Exhibits Specialist III	24.94
13041 - Illustrator I	16.47
13042 - Illustrator II	20.39
13043 - Illustrator III	24.94
13047 - Librarian	22.58
13050 - Library Aide/Clerk	13.11
13054 - Library Information Technology Systems Administrator	20.39
13058 - Library Technician	15.06
13061 - Media Specialist I	14.71
13062 - Media Specialist II	16.47
13063 - Media Specialist III	18.35
13071 - Photographer I	14.10
13072 - Photographer II	15.75
13073 - Photographer III	19.53
13074 - Photographer IV	23.90
13075 - Photographer V	28.93
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	14.20
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.02
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	15.02
14160 - Personal Computer Support Technician	19.50
14170 - System Support Specialist	21.24
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	24.23

15020 - Aircrew Training Devices Instructor (Rated)	29.32
15030 - Air Crew Training Devices Instructor (Pilot)	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
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	32.62
15086 - Maintenance Test Pilot, Rotary Wing	32.62
15088 - Non-Maintenance Test/Co-Pilot	32.62
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	8.89
16030 - Counter Attendant	8.89
16040 - Dry Cleaner	10.27
16070 - Finisher, Flatwork, Machine	8.89
16090 - Presser, Hand	8.89
16110 - Presser, Machine, Dry-cleaning	8.89
16130 - Presser, Machine, Shirts	8.89
16160 - Presser, Machine, Wearing Apparel, Laundry	8.89
16190 - Sewing Machine Operator	10.85
16220 - Tailor	11.31
16250 - Washer, Machine	9.31
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	15.94
19040 - Tool And Die Maker	20.02
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.74
21030 - Material Coordinator	20.05
21040 - Material Expediter	20.05
21050 - Material Handling Laborer	11.37
21071 - Order Filler	9.66
21080 - Production Line Worker (Food Processing)	13.74
21110 - Shipping Packer	13.33
21130 - Shipping/Receiving Clerk	13.33
21140 - Store Worker I	13.93
21150 - Stock Clerk	19.55
21210 - Tools And Parts Attendant	13.74
21410 - Warehouse Specialist	13.74
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	20.69
23019 - Aircraft Logs and Records Technician	16.09
23021 - Aircraft Mechanic I	19.70
23022 - Aircraft Mechanic II	20.69
23023 - Aircraft Mechanic III	21.74
23040 - Aircraft Mechanic Helper	13.70
23050 - Aircraft, Painter	18.50
23060 - Aircraft Servicer	16.09
23070 - Aircraft Survival Flight Equipment Technician	18.50
23080 - Aircraft Worker	17.38
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	17.38
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	19.70
23110 - Appliance Mechanic	15.94
23120 - Bicycle Repairer	10.71
23125 - Cable Splicer	16.97
23130 - Carpenter, Maintenance	13.86

23140 - Carpet Layer	14.91
23160 - Electrician, Maintenance	16.49
23181 - Electronics Technician Maintenance I	15.01
23182 - Electronics Technician Maintenance II	16.05
23183 - Electronics Technician Maintenance III	18.31
23260 - Fabric Worker	13.86
23290 - Fire Alarm System Mechanic	15.43
23310 - Fire Extinguisher Repairer	12.84
23311 - Fuel Distribution System Mechanic	16.97
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	12.84
23392 - Gunsmith II	14.91
23393 - Gunsmith III	16.97
23410 - Heating, Ventilation And Air-Conditioning Mechanic	15.88
23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)	16.89
23430 - Heavy Equipment Mechanic	16.67
23440 - Heavy Equipment Operator	15.10
23460 - Instrument Mechanic	16.97
23465 - Laboratory/Shelter Mechanic	15.94
23470 - Laborer	11.37
23510 - Locksmith	15.94
23530 - Machinery Maintenance Mechanic	19.12
23550 - Machinist, Maintenance	16.97
23580 - Maintenance Trades Helper	9.92
23591 - Metrology Technician I	16.97
23592 - Metrology Technician II	18.05
23593 - Metrology Technician III	19.11
23640 - Millwright	16.97
23710 - Office Appliance Repairer	15.82
23760 - Painter, Maintenance	13.95
23790 - Pipefitter, Maintenance	16.85
23810 - Plumber, Maintenance	15.82
23820 - Pneudraulic Systems Mechanic	16.97
23850 - Rigger	16.97
23870 - Scale Mechanic	14.91
23890 - Sheet-Metal Worker, Maintenance	15.21
23910 - Small Engine Mechanic	14.91
23931 - Telecommunications Mechanic I	19.01
23932 - Telecommunications Mechanic II	19.76
23950 - Telephone Lineman	18.24
23960 - Welder, Combination, Maintenance	16.13
23965 - Well Driller	16.97
23970 - Woodcraft Worker	16.97
23980 - Woodworker	12.84
24000 - Personal Needs Occupations	
24550 - Case Manager	13.68
24570 - Child Care Attendant	10.09
24580 - Child Care Center Clerk	12.58
24610 - Chore Aide	13.67
24620 - Family Readiness And Support Services Coordinator	13.68
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	16.97

25040 - Sewage Plant Operator		15.94
25070 - Stationary Engineer		16.97
25190 - Ventilation Equipment Tender		11.80
25210 - Water Treatment Plant Operator		15.94
27000 - Protective Service Occupations		
27004 - Alarm Monitor		10.90
27007 - Baggage Inspector		8.09
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		8.11
27102 - Guard II		10.90
27131 - Police Officer I		12.05
27132 - Police Officer II		13.40
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator		10.48
28042 - Carnival Equipment Repairer		11.09
28043 - Carnival Worker		8.56
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		16.72
29020 - Hatch Tender		16.72
29030 - Line Handler		16.72
29041 - Stevedore I		15.64
29042 - Stevedore II		17.88
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2)	28.04
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
30051 - Cryogenic Technician I		23.08
30052 - Cryogenic Technician II		25.49
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
30095 - Evidence Control Specialist		20.84
30210 - Laboratory Technician		20.74
30221 - Latent Fingerprint Technician I		23.08
30222 - Latent Fingerprint Technician II		25.49

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
30375 - Petroleum Supply Specialist	25.49
30390 - Photo-Optics Technician	21.93
30395 - Radiation Control Technician	25.49
30461 - Technical Writer I	22.17
30462 - Technical Writer II	27.10
30463 - Technical Writer III	32.79
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	23.08
30502 - Weather Forecaster II	28.08
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 20.74
30621 - Weather Observer, Senior	(see 2) 23.00
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	8.15
31030 - Bus Driver	9.69
31043 - Driver Courier	8.97
31260 - Parking and Lot Attendant	7.98
31290 - Shuttle Bus Driver	9.99
31310 - Taxi Driver	9.00
31361 - Truckdriver, Light	9.15
31362 - Truckdriver, Medium	11.61
31363 - Truckdriver, Heavy	13.73
31364 - Truckdriver, Tractor-Trailer	13.73
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	8.21
99050 - Desk Clerk	9.70
99095 - Embalmer	23.46
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	17.86
99252 - Laboratory Animal Caretaker II	18.74
99260 - Marketing Analyst	17.36
99310 - Mortician	23.46
99410 - Pest Controller	14.61
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	11.84
99711 - Recycling Specialist	17.90
99730 - Refuse Collector	11.26
99810 - Sales Clerk	9.32
99820 - School Crossing Guard	15.82
99830 - Survey Party Chief	20.96
99831 - Surveying Aide	11.92
99832 - Surveying Technician	15.49
99840 - Vending Machine Attendant	21.42
99841 - Vending Machine Repairer	25.93
99842 - Vending Machine Repairer Helper	21.42

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was

issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking.

Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$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 4.174)

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

1) **COMPUTER EMPLOYEES:** Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541. 400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
 - (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
 - (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
 - (4) A combination of the aforementioned duties, the performance of which requires the same level of skills.
- (29 C.F.R. 541.400).

2) **AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday

premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

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

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

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

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

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

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

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) ****

Conformance Process:

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

fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

AFFIDAVIT 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]:

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

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 _____ 2017

(PRINCIPAL) (SEAL)

(WITNESS)

(TITLE)

(MAJOR OFFICER OF SURETY)

(MAJOR OFFICER OF SURETY)

(TITLE)

(TITLE)

(RESIDENT GENERAL AGENT)

INSTRUCTION TO PROVIDERS:

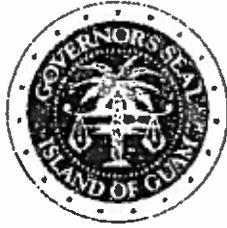
NOTICE to all Insurance and Bonding Institutions:

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.



EDDIE BAZA CALVO
Governor

RAY TENORIO
Lieutenant Governor

Office of the Governor of Guam

Honorable Judith T. Won Pat, Ed.D.
Speaker
I Mina'trentai Tres Na Liheslaturan Guåhan
155 Hesler Street
Hagåtña, Guam 96910

Dear Madame Speaker:

Transmitted herewith is Bill No. 282-33 (COR), "AN ACT TO ADD A NEW § 71114 TO CHAPTER 71 OF DIVISION 3, TITLE 11, GUAM CODE ANNOTATED, RELATIVE TO ESTABLISHING A WITHHOLDING ASSESSMENT FEE FOR A NON-RESIDENT PERSON TO CAPTURE THE FOUR PERCENT (4%) EQUIVALENT OF THE BUSINESS PRIVILEGE TAX ON CONTRACTS AWARDED BY THE GOVERNMENT OF GUAM FOR PROFESSIONAL SERVICES," which was signed into law on June 30, 2016, as Public Law 33-166.

Senseramente,


EDDIE BAZA CALVO

2016 JUN 13 AM 10:49

33-16-1780
Office of the Speaker
Judith T. Won Pat, Ed.D

Date: 7-11-16
Time: 12:11 PM
Received By: [Signature]

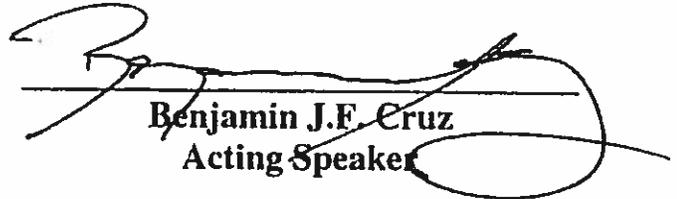
1780

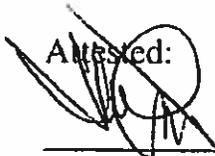
P.O. Box 2950 • Hagåtña, Guam 96932
Tel: (671) 472-8931 • Fax: (671) 477-4826 • governor.guam.gov • calendar.guam.gov
 Eddie Baza Calvo  @eddiebazacalvo  @governorcalvo  governorotguam

I MINA'TRENTAI TRES NA LIHESLATURAN GUÅHAN
2016 (SECOND) Regular Session

CERTIFICATION OF PASSAGE OF AN ACT TO I MAGA'LÅHEN GUÅHAN

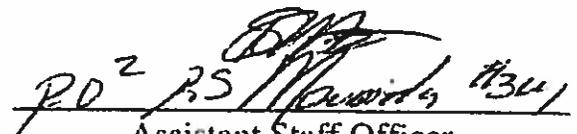
This is to certify that Bill No. 282-33 (COR), "AN ACT TO ADD A NEW § 71114 TO CHAPTER 71 OF DIVISION 3, TITLE 11, GUAM CODE ANNOTATED, RELATIVE TO ESTABLISHING A WITHHOLDING ASSESSMENT FEE FOR A NON-RESIDENT PERSON TO CAPTURE THE FOUR PERCENT (4%) EQUIVALENT OF THE BUSINESS PRIVILEGE TAX ON CONTRACTS AWARDED BY THE GOVERNMENT OF GUAM FOR PROFESSIONAL SERVICES," was on the 17th day of June 2016, duly and regularly passed.


Benjamin J.F. Cruz
Acting Speaker

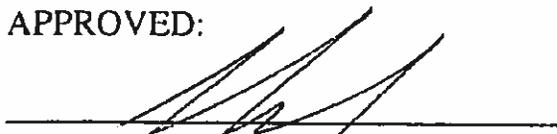
Attested:


Tina Rose Muña Barnes
Legislative Secretary

This Act was received by *I Maga'låhen Guåhan* this 20th day of JUNE,
2016, at 5:35 o'clock P.M.


Assistant Staff Officer
Maga'låhi's Office

APPROVED:


EDWARD J.B. CALVO
I Maga'låhen Guåhan

Date: JUN 30 2016

Public Law No. 33-166

**I MINA'TRENTAI TRES NA LIHESLATURAN GUAHAN
2016 (SECOND) Regular Session**

Bill No. 282-33 (COR)

As amended on the Floor.

Introduced by:

Dennis G. Rodriguez, Jr.
Mary Camacho Torres
Judith T. Won Pat, Ed.D.
T. R. Muña Barnes
T. C. Ada
V. Anthony Ada
FRANK B. AGUON, JR.
Frank F. Blas, Jr.
B. J.F. Cruz
James V. Espaldon
Brant T. McCreadie
Tommy Morrison
R. J. Respicio
Michael F.Q. San Nicolas
N. B. Underwood, Ph.D.

**AN ACT TO ADD A NEW § 71114 TO CHAPTER 71 OF
DIVISION 3, TITLE 11, GUAM CODE ANNOTATED,
RELATIVE TO ESTABLISHING A WITHHOLDING
ASSESSMENT FEE FOR A NON-RESIDENT PERSON TO
CAPTURE THE FOUR PERCENT (4%) EQUIVALENT
OF THE BUSINESS PRIVILEGE TAX ON CONTRACTS
AWARDED BY THE GOVERNMENT OF GUAM FOR
PROFESSIONAL SERVICES.**

1 **BE IT ENACTED BY THE PEOPLE OF GUAM:**

2 **Section 1. Legislative Findings and Intent.** Tens of millions of dollars in
3 government of Guam contracts are annually awarded to persons without a valid
4 Guam business license for professional services to be provided by a non-resident

Doc No. 33GL-16-1780.

1

1 person residing outside of Guam. *I Liheslaturan Guåhan* finds that these off-island
2 offerors competing for the contract award have a four percent (4%) competitive
3 advantage over Guam businesses in that they are not subject to the four percent (4%)
4 business privilege tax as are Guam-based domestic businesses.

5 *I Liheslaturan Guåhan* finds it to be in the public interest to level the playing
6 field for the highly capable domestic Guam businesses desiring to have a fair feasible
7 opportunity to compete for these professional services contracts.

8 It is the intent of *I Liheslaturan Guåhan* to assess the equivalent of the Guam
9 business privilege tax by providing for a withholding assessment fee for a non-
10 resident person without a valid Guam business license residing outside of Guam,
11 which *shall* be equal to four percent (4%) of the total dollar value of a contract
12 awarded for all government of Guam contracts for professional services as a cost of
13 doing business with the government of Guam.

14 **Section 2.** A new § 71114 is *added* to Chapter 71 of Division 3, Title 11,
15 Guam Code Annotated, to read:

16 **“§ 71114. Withholding Assessment Fee Requirement for**
17 **Government Contracts; Off-Island Businesses Without Guam Business**
18 **License.**

19 (a) For the purposes of this Section, the following *shall* mean:

20 (1) *Non-resident person* means a person or body who is not a
21 permanent resident of Guam, or a business that does not possess a valid
22 Guam business license under Title 11, Guam Code Annotated, and does
23 not pay Business Privilege Taxes under Chapter 26 of Title 11, Guam
24 Code Annotated, and includes any individual, firm, co-partnership,
25 joint venture, association, corporation, estate, trust, limited liability
26 company, limited partnership, limited liability partnership, or any other

1 group or combination, as a foreign entity outside of Guam, acting as a
2 unit.

3 (2) *Professional services* or *services* means any kind of
4 services rendered by a non-resident person and includes, but is not
5 limited to, legal, promotional, advertising, public awareness,
6 architectural and engineering services, or other services deemed
7 applicable in the opinion of the Director of the Department of Revenue
8 and Taxation.

9 (b) There is established a withholding assessment fee for a non-
10 resident person without a valid Guam business license, which *shall* be equal
11 to four percent (4%) of the total dollar value of a contract awarded for all
12 government of Guam contracts for professional services provided by a non-
13 resident person residing outside of Guam, as a cost of doing business with the
14 government of Guam.

15 This Section *shall* apply as a mandatory requirement of a government
16 of Guam contract being awarded to provide professional services required by
17 any government of Guam agency, to include all autonomous agencies.

18 All agencies, to include autonomous agencies, of the government of
19 Guam *shall* ensure that all Requests for Proposals (RFP), Invitation for Bid
20 (IFB), or any other form of solicitation for professional services, include the
21 notification to potential offerors that the award and issuance of a contract to
22 provide the professional services is subject to the withholding assessment fee
23 for contracts awarded to persons without a valid Guam business license.

24 The agency awarding the contract or the agency's representative
25 awarding the contract *shall*, at the time of a contract award, in the instance of
26 a contract for professional services to a person who does not possess a valid
27 Guam business license under Title 11, Guam Code Annotated, and who is not

1 a resident of Guam, deduct from funds allocated for the contract an amount
2 equal to four percent (4%) of the total dollar value of a contract awarded, and
3 *shall* transmit the funds to the Treasurer of Guam for deposit in the General
4 Fund. The amount of the withholding assessment fee withheld pursuant to this
5 Section *shall* be duly noted in the payment statements to the contractor. The
6 agency *shall* report to the Department of Revenue and Taxation (DRT), on
7 forms prescribed by the Department, the amount of the withholding
8 assessment fee withheld, or any other information requested by DRT on the
9 prescribed form, from the awarded professional services contract within thirty
10 (30) days of the contract being awarded.

11 (c) Prospective Applicability. The withholding assessment fee
12 pursuant to this Section for a non-resident person without a valid Guam
13 business license *shall not* be applicable to any contract for professional
14 services entered into with the government of Guam prior to the effective date
15 of this Act; provided, however, that it *shall* be applicable for the award of a
16 new contract or contract renewal for the contractual provision of the same or
17 similar services.

18 (d) Withholding Assessment Fee Collected Declared Government of
19 Guam Funds. The withholding assessment fee levied, assessed and collected
20 under this Chapter *shall* become funds of the government of Guam from the
21 moment of collection and *shall* be subject to all laws, rules and regulations
22 pertaining thereto, and unless specifically provided by law, all such
23 withholding assessment fees collected *shall* be deposited into the Treasury of
24 Guam as part of the General Fund.”

25 **Section 3. Severability.** If any provision of this Act or its application to
26 any person or circumstance is found to be invalid or contrary to law, such invalidity
27 *shall not* affect other provisions or applications of this Act which can be given effect

1 without the invalid provisions or application, and to this end the provisions of this
2 Act are severable.

3 **Section 4. Effective Date.** This Act *shall* be effective upon enactment.

GENERAL TERMS AND CONDITIONS

SEALED BID SOLICITATION AND AWARD

Only those Boxes checked below are applicable to this bid.

- [X] 1. **AUTHORITY:** This solicitation is issued subject to all the provision of the Guam Procurement Act (5GCA, Chapter 5) and the Guam Procurement Regulations (copies of both are available at the Office of the Complier of laws, Department of Law, copies available for inspection at General Services Agency). It requires all parties involved in the Preparation, negotiation, performance, or administration of contracts to act in good faith.
- [X] 2. **GENERAL INTENTION:** Unless otherwise specified, it is the declared and acknowledged intention and meaning of these General Terms and conditions for the bidder to provide the Government of Guam (Government) with specified services or with materials, supplies or equipment completely assembled and ready for use.
- [X] 3. **TAXES:** Bidders are cautioned that they are subject to Guam Income Taxes as well as all other taxes on Guam Transactions. Specific information on taxes may be obtained from the Director of Revenue and Taxation.
- [X] 4. **LICENSING:** Bidders are cautioned that the Government will not consider for award any offer submitted by a bidder who has not complied with the Guam Licensing Law. Specific information on licenses may be obtained from the Director of Revenue and Taxation.
- [X] 5. **LOCAL PROCUREMENT PREFERENCE:** All procurement of supplies and services where possible, will be made from among businesses licensed to do business on Guam in accordance with section 5008 of the Guam Procurement Act (5GCA, Chapter 5) and Section I-104 of the Guam Procurement Regulations.
- [X] 6. **COMPLIANCE WITH SPECIFICATIONS AND OTHER SOLICITATION REQUIREMENTS:**
Bidders shall comply with all specifications and other requirements of the Solicitation.
- [] 7. **"ALL OR NONE" BIDS:** NOTE: By checking this item, the Government is requesting all of the bid items to be bid or none at all. The Government will not award on an itemized basis.
- [X] 8. **INDEPENDENT PRICE DETERMINATION:** The bidder, upon signing the Invitation for Bid, certifies that the prices in his bid were derived at without collusion, and acknowledge that collusion and anti-competitive practices are prohibited by law. Violations will be subject to the provision of Section 5651 of that of the Guam Procurement Act. Other existing civil, criminal or administrative remedies are not impaired and may be in addition to the remedies in Section 5651 of the Government code.
- [X] 9. **BIDDER'S PRICE:** The Government will consider not more than two (2) (Basic and Alternate) item prices and the bidder shall explain fully each price if supplies, materials, equipment, and/or specified services offered comply with specifications and the products origin. Where basic or alternate bid meets the minimum required specification, cost and other factors will be considered. Failure to explain this requirement will result in rejection of the bid.
- [X] 10. **BID ENVELOPE:** Envelope shall be sealed and marked with the bidder's name, Bid number, time, date and place of Bid Opening.
- [X] 11. **BID GUARANTEE REQUIREMENT:** Bidder is required to submit a Bid Guarantee Bond or standby irrevocable Letter of Credit or Certified Check or Cashier's Check in the same bid envelope to be held by the Government pending award. The Bid Guarantee Bond, Letter of Credit, Certified Check or Cashier's Check must be issued by any local surety or banking institution licensed to do business on Guam and made payable to the Treasure of Guam in the amount of fifteen percent (15%) of his highest total bid offer. The Bid Bond must be submitted on Government Standard Form BB-1 (copy enclosed). Personal Checks will not be accepted as Bid Guarantee. If a successful Bidder (contractor) withdraws from the bid or fails to enter into contract within the prescribed time, such Bid guarantee will be forfeited to the Government of Guam. Bids will be disqualified if not accompanied by Bid Bond, Letter of Credit, Certified Check or Cashier's check. Bidder must include in his/her bid, valid copies of a Power of Attorney from the Surety and a Certificate of Authority from the Government of Guam to show proof that the surety company named on the bond instrument is authorized by the Government of Guam and qualified to do business on Guam. For detailed information on bonding matters, contact the Department of Revenue and Taxation. Failure to submit a valid Power of Attorney and Certificate of Authority on the surety is cause for rejection of bid. Pursuant to 5 GCA § 5212, all competitive sealed bidding for the procurement of supplies or services exceeding \$25,000.00 a 15% Bid Security of the total bid price must accompany the bid package. The bid bond, Letter of Credit, Certified Check or Cashier's Check will serve as Bid Security for this procurement.
- [X] 12. **PERFORMANCE GUARANTEE:** Bidders who are awarded a contract under this solicitation, guarantee that goods will be delivered or required services performed within the time specified. Failure to perform the contract in a satisfactory manner may be cause for suspension or debarment from doing business with the Government of Guam. In addition, the Government will hold the Vendor liable and will enforce the requirements as set forth in Section 41 of these General Terms and Conditions.
- [X] 13. **SURETY BONDS:** Bid and Bid Bonds coverage must be signed or countersigned in Guam by a foreign or alien surety's resident general agent. The surety must be an Insurance Company, authorized by the government of Guam and qualified to do business in Guam. Bids will be disqualified if the Surety Company does not have a valid Certificate of Authority from the Government of Guam to conduct business in Guam.
- [X] 14. **COMPETENCY OF BIDDERS:** Bids will be considered only from the such bidders who, in the opinion of the Government, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.
- [X] 15. **DETERMINATION OF RESPONSIBILITY OF BIDDERS:** The 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)

- [X] 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.
- [X] 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.
- [X] 22. **AWARD, CANCELLATION, & REJECTION:** Award shall be made to the lowest responsible and responsive bidder, whose bid is determined to be the most advantageous to the Government, taking into consideration the evaluation factors set forth in this solicitation. No other factors or criteria shall be used in the evaluation. The right is reserved as the interest of the Government may require to waive any minor irregularity in bid received. The 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 a error in the extension of prices, unit price will govern. It is the policy of the Government to award contracts to qualified local bidders. The Government reserves the right to increase or decrease the quantity of the items for award and make additional awards for the same type items and the vendor agrees to such modifications and additional awards based on the bid prices for a period of thirty (30) days after original award. No. award shall be made under this solicitation which shall require advance payment or irrevocable letter of credit from the government (2 GAR, Div.4 §1103).
- [] 23. **MARKING:** Each outside container shall be marked with the Purchase Order number, item number, brief item description and quantity. Letter marking shall not be less than 3/4" in height.
- [X] 24. **SCHEDULE FOR DELIVERY:** Successful bidder shall notify the 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 indication that the goods meet the specifications. Failure to comply with this request will result in rejection of delivery payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.
- [X] 27. **INSPECTION:** All supplies, materials, equipment, or services delivered under this contract shall be subject to the inspection and/or test conducted by the Government at destination. If in any case the supplies, materials, equipment, or services are found to be defective in material, workmanship, performance, or otherwise do not conform with the specifications, the Government shall have the right to reject the items or require that they be corrected. The number of days required for correction will be determined by the Government.
- [] 28. **MOTOR VEHICLE SAFETY REQUIREMENTS:** The Government will only consider Bids on motor vehicles which comply with the requirements of the National Traffic and Motor Vehicle safety Act of 1966 (Public Law 89-563) and Clean Air Act as amended (Public Law 88-206), that are applicable to Guam. Bidders shall state if the equipment offered comply with these aforementioned Federal Laws.

29. **SAFETY INSPECTION:** All motor vehicles delivered under this contract must pass the Government of Guam Vehicle Inspection before delivery at destination.
30. **GUARANTEE:**
- a) Guarantee of Vehicle Type of Equipment:**
The successful bidder shall guarantee vehicular type of equipment offered against defective parts, workmanship, and performance, for a period of not less than one (1) year after date of receipt of equipment. Bidder shall also provide service to the equipment for at least one (1) year. Service to be provided shall include, but will not be limited to tune ups (change of spark plugs, contact points and condensers) and lubrication (change of engine and transmission oil). All parts and labor shall be at the expense of the bidder. All parts found defective and not caused by misuse, negligence or accident within the guarantee period shall be repaired, replaced, or adjusted within six (6) working days after notice from the Government and without cost to the Government. Vehicular type of equipment as used in this context shall include equipment used for transportation as differentiated from tractors, backhoes, etc.
- b) Guarantee of Other Type of Equipment:**
The successful bidder shall guarantee all other types of equipment offered, except those mentioned in 30a, above, against defective parts, workmanship, and performance for a period of not less than three (3) months after date of receipt of equipment. Bidder shall also provide service to the equipment for at least three (3) months. All parts found defective within that period shall be repaired or replaced by the Contractor without cost to the Government. Repairs, adjustments or replacements of defective parts shall be completed by the contractor within six (6) working days after notice from the Government.
- (c) Compliance with this Section is a condition of this Bid.**
31. **REPRESENTATION REGARDING ETHICS IN PUBLIC PROCUREMENT:** The bidder or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a Government employee to breach any of the ethical standards and represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth on Chapter 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.
32. **REPRESENTATION REGARDING CONTINGENT FEES:** The contractor represents that it has not retained a person to solicit or secure a Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business (GPR Section 11-207).
33. **EQUAL EMPLOYMENT OPPORTUNITY:** Contractors shall not discriminate against any employee or applicant of employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that employees are treated equally during employment without regards to their race, color, religion, sex, or national origin.
34. **COMPLIANCE WITH LAWS:** Bidders awarded a contract under this Solicitation shall comply with the applicable standard, provisions, and stipulations of all pertinent Federal and/or local laws, rules, and regulations relative to the performance of this contract and the furnishing of goods.
35. **CHANGE ORDER:** Any order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-03.1 of the Guam Procurement Regulations.
36. **STOP WORK ORDER:** Any stop work order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-04.1 of the Guam Procurement Regulations.
37. **CANCELLATION OF INVITATION FOR BIDS OR REQUEST FOR PROPOSALS:** Any Invitation for Bid may be cancelled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interests of the Territory in accordance with regulations promulgated by the Policy Office. The reasons therefor shall be made part of the contract file.
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.

- [X] 40. **SERVICE-DISABLE VETERAN OWNED BUSINESS PREFERENCE:** Bidding is subject to the policy in favor of Service-Disable Veteran Owned Business as defined in 5 GCA Section 5011 and 5012.

- [X] 41. **LIQUIDATED DAMAGES:** When the contractor is given notice of delay or nonperformance as specified in Paragraph 1 (Default) of the Termination for Default Clause of this contract and fails to cure in the time specified, the contractor shall be liable for damages for delay in the amount of one-fourth of one percent (1%) of outstanding order per calendar day from date set for cure until either the territory reasonable obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contractor's delay or nonperformance is excused under Paragraph 40 (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this contract, liquidated damages shall not be due the territory. The contractor remains liable for damages caused other than by delay. 2 GAR, Div. 4 §6101(9) (a).

- [X] 42. **PHYSICAL LIABILITY:** If it becomes necessary for the Vendor, either as principal, agent or employee, to enter upon the premises or property of the Government of Guam in order to construct, erect, inspect, make delivery or remove property hereunder, the Vendor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of any accidents, injuries or damages to any person or property during the progress of the work herein covered, and to be responsible for, and to indemnify and save harmless the Government of Guam from the payment of all sums of money by reason of all or any such accidents, injuries or damages that may occur upon or about such work, and fines, penalties and loss incurred for or by reasons of the violations of any territorial ordinance, regulations, or the laws of Guam or the United States, while the work is in progress. Contractor will carry insurance to indemnify the Government of Guam against any claim for loss, damage or injury to property or persons arising out of the performance of the Contractor or his employees and agents of the services covered by the contract and the use, misuse or failure of any equipment used by the contractor or his employees or agents, and shall provide certificates of such insurance to the Government of Guam when required.

- [X] 43. 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).

- [X] 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 one (1) set of Solicitation forms. Additional copies may be provided upon request. Bidders requesting additional copies of said forms will be charged per page in accordance with 5 GCA § 10203 of the Government Code of Guam. All payments for this purpose shall be by cash, certified check or money order and shall be made payable to the 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 initiated 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.

GUAM DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES (“DPHSS”)

INVITATION FOR BID NUMBER: GSA-054-17

FOR: OFFICE SPACE LEASE

I. BACKGROUND INFORMATION

- A. The Department of Public Health and Social Services, **Division of Senior Citizens** hereinafter referred to as DPHSS, needs to lease **6,986 square feet** of quality space available for use by employees, furnishings, and equipment. The building shall meet the most recent requirements of the Americans with Disabilities Act and fire codes. The office space shall be in a new or modern office building located in an area that is compatible with its surrounding. The location should project a professional and aesthetically pleasing appearance. Ideally, all DPHSS office should be on one floor and on ground floor. The building shall be highly visible and shall have full adequate means of ingress or egress. The building shall be concrete and shall include typhoon protection.
- B. The Department of Public Health and Social Services, **Bureau of Management Support (BMS), and Works Program Section (WPS)** hereinafter referred to as DPHSS/BMS, needs to lease a minimum of **9,500 square feet** of quality space available for use by employees, furnishings, and equipment. The building shall meet the most recent requirements of the Americans with Disabilities Act and fire codes. The office space shall be in a new or modern office building located in an area that is compatible with its surrounding. The location should project a professional and aesthetically pleasing appearance. All DPHSS offices may be located in different floors. If building is multi-story, operational elevators or escalators must be available. The building shall be highly visible and shall have full adequate means of ingress or egress. The building shall be concrete and shall include typhoon protection.

PROJECT OBJECTIVES:

- A. To ensure the efficient and effective coordination of activities on Guam relating to the purposes of the Older Americans Act of 1965, as amended by the Older Americans Act Amendments of 2006 and to serve as an effective and visible advocate for older persons on Guam.

To administer Title III programs mandated by the Older Americans Act of 1965 as amended in conjunction with the approved State Plan on Aging.

To ensure effective and efficient collection, maintenance, interpretation, and dissemination of data and program information supporting the operations of aging services that ensures the continuation of services that support seniors to age in place, to age in their homes, as practicable.

To monitor contracted providers and vendors of aging services to ensure program compliance in all areas contained within respective program agreements and specifications.

To heighten community awareness of aging services available to serve the aging population, their families and caregivers.

To maintain current volunteers and recruit interested individuals to serve as program volunteers for the Medicare-based programs and to coordinate and provide administrative support for the efficient operations of the Bureaus of the Division of Senior Citizens.

To develop and maintain a coordinated system of protective services to intervene or prevent further abuse to seniors and adults with a disability; and to provide or arrange for and monitor the provision of services necessary to safeguard and ensure the clients well-being; and preserve and stabilize family life wherever appropriate.

To provide information for seniors, their families, caretakers and friends who assist in the continuum of care to make informed decisions. To assist seniors or those caring for seniors, to navigate through the maze of services that would best meet their expressed need or address their presenting problem.

To provide home and community based services whereby providing seniors, their families and the community with long term services and support (LTSS) options that promote seniors to age in place; to age in their homes for as long as practicable.

To protect seniors, age 60 and older, and adults with a disability, age 18-59, from adult abuse.

- B. The Bureau of Management Support (BMS) is comprised of the following sections: Child Care Development Fund (CCDF), Investigation and Recovery Office (IRO), Quality Control (QC), Work Programs Section (WPS), and the Administrative Support Unit (ASU). The objectives of each section are follows:

The Child Care Development Fund (CCDF) Program ensures that federal and local regulations as they relate to child care are adhered to. The purpose of CCDF is to increase the availability, affordability and quality of child care services.

The Investigation and Recovery Office (IRO) is responsible for investigating any case of alleged intentional Program violation, and ensuring that appropriate cases are acted upon either through administrative disqualification hearings or referral to a court of appropriate jurisdiction in accordance with program procedures.

The Quality Control Section is responsible for the reviews of randomly selected SNAP (Supplemental Nutrition Assistance Program, formerly known as the Food Stamp Program) cases that were issued benefits or denied or terminated from the program. Such reviews measure the validity of SNAP cases at a given time by reviewing against SNAP standards established in the Food Stamp Act, the Code of Federal Regulations and taking into consideration any authorized waivers.

BMS also monitors and evaluates SNAP operations and program access through the Management Evaluation Review. Additionally, Fair Hearing Coordination is administered through BMS. Thus, clients who feel their benefits were incorrectly determined, denied or terminated can file a request for Fair Hearing through our office.

The Work Programs Section is comprised of the Job Opportunities and Basic Skills (JOBS) Program and the Guam Employment Training Program (GETP). JOBS and GETP are employment training programs which assist recipients of Temporary Assistance to Needy Families (TANF) and the Supplemental Nutrition Assistance Program (SNAP) which provides work training opportunities in the various public (Government of Guam), Private Sector and Community Based Organizations.

The Administrative Support Unit ensures documents are processed and routed, requisitions are processed and services are paid and office operations are functioning properly.

II. BID ITEMS

General:

All bid price offers shall be irrevocable for the duration of the contract term, including options to renew. DPHSS is seeking lease of office space by local qualified licensed firm or firms to provide office space for general office use. Item numbers 1.0 and 2.0 below may be awarded separately, thus, this is NOT an all or nothing bid. Office space requirements must adhere to the specifications herein. The bid shall be awarded based on total cost which must include all fees, costs, maintenance expenses and other requirements specified in the bid. The lowest responsive and responsible bid which comes closest to the minimum 6,986 (ref. Item No. 1.0) and 9,500 (ref. Item No. 1.1) square foot space requirement will be given the award.

<u>Item No:</u>	<u>Description:</u>	<u>Term:</u>	<u>Total Bid Amount:</u>
1.0	Office Space 6,986 SQF (minimum)	36 Mos. with option to renew	\$ _____
2.0	Office Space 9,500 SQF (minimum)	36 Mos. with option to renew	\$ _____

General Specification on Item 1.0:

1. Lease Term and Options:

The lease term shall be for an initial period of three years, with the option to renew annually for two additional one year terms at the bid price. DPHSS shall have the authority to renew the lease for the additional one year terms by providing notice to the Lessor of DPHSS's intent at least 30 days in advance of end of the initial three year lease term and annually thereafter. Lessor shall not have the option to withhold its consent to the lease extension. At least thirty (30) days in advance of the conclusion of the initial three year term, DPHSS and the vendor providing lease space shall meet to discuss the prices for the contract extension. Prices shall be established in a manner provided for by the Guam Procurement Code.

2. Security Deposit and Common Area Maintenance Fees:

DPHSS will not pay a security deposit. All common area maintenance fees will be included in the base bid amount set forth above and thus, shall be fixed throughout all lease terms, including extensions.

3. Option to Cancel:

DPHSS reserves the right to cancel this lease for the convenience of DPHSS without penalty at any time during the lease term. DPHSS may exercise this right by providing the Lessor sixty (60) days advance written notice of its intent to cancel the lease.

4. Lease Commencement:

The premises shall be "Move-In Ready" and available for occupancy by DPHSS for both BMS and not later than _____. "Move-In-Ready" means that the leased spaces shall comply with the terms and conditions of the bid by said date. All bids shall indicate the earliest date it will be available for occupancy by DPHSS. DPHSS may exercise the option to move in earlier.

5. Office Space Requirements:

- a. Floor Area – All bids shall include a map showing the location of the proposed lease premises and DPHSS shall be afforded an opportunity to inspect all proposed lease areas prior to awarding the bid to ensure that the property complies in all respects with the bid specifications. The space requirements below are minimum size.

BUREAU OF ADMINISTRATIVE SUPPORT (BAS)	
345 SF = 23 X 15	An area of 345 sf. is required for the waiting/receiving area of the division. This area is where our patrons will sign in and then wait to be called to meet with staff for services. The area will have 23-35 individual chairs with 3-4 pamphlets/brochure stands. The area needs to be free and clear of any structural beams for a clear view as to who is coming and leaving as well as to ensure the area is able to accommodate those using walkers, canes and/or wheelchairs.
645 SF = 43 X 15	An area of 645 sf. is required for the BAS administrative staff to occupy. This area will allow for the existing cubicle furniture that provides for 4 works areas for staff and/or volunteers, a cubicle for preparatory work to be performed, four staff chairs, two stand-alone file cabinets, a photocopier, and four under desk file cabinets (systems) to be housed. The area needs to be free and clear of any structural beams to ensure the cubicle furnishings and work equipment fit in this work area and staff have visibility of each other.
BUREAU OF COMMUNITY SUPPORT (BCS)	
624 SF = 26 X 24	An area of 624 sf. is required for the BCS staff to occupy. This will allow for the existing cubicle furniture that provides for six work areas, two file cabinets, 17-18 chairs for staff and patrons and one 12 compartment storage locker to be housed in this area. The work area has to be free of any structural beams as there needs to be clear visibility among all staff in this work area.
BUREAU OF ADULT PROTECTIVE SERVICES (BAPS)	
361 SF = 19 X 19	An area of 361 sf. is required for the BAPS staff to occupy. This will allow for existing cubicles for five individuals to occupy this work area. The area will also be used to house five chairs to be used by staff, intern students and/or volunteers. This work area will also have an area dedicated for printing. The work area has to be free of any structural beams as there needs to be clear visibility among all staff in this work area.
BUREAU OF PROGRAM ADMINISTRATION AND DEVELOPMENT (BPAD)	
551 SF = 19 x 29	An area of 551 sf. is required for BPAD staff to occupy. The office will house existing cubicles, office furniture, for five staff, five staff chairs, one book shelf and six filing systems to be housed in. The work area has to be free of any structural beams as there needs to be clear visibility among all staff in this work area.
INTERVIEW ROOMS (2)	
392 SF 14 X 14 = 196 per interview room times 2 rooms of equal size.	An area of 392 sf. is required that is equally divided into two separate interview rooms of 196 sf. each. Each room, for a total of two separate and distinct rooms, with a door in each room will be used by division staff conducting investigative and/or program service interviews which may range from health care coverage, coordination of benefits to seeking assistance for long term services and supports options. Each room is to have a window that can be seen by other office staff looking in as well as the staff using to room, looking out. The room will be equipped with a desk (table) with up to 8 chairs depending on the number of people scheduled to be in the room. The desk (table) in the room may be removed to increase the number of single chairs that can be placed in the room as the needs arises. Each room is to be free of any structural beams that would obstruct the view of the staff with those being provided services.

MANAGEMENT OFFICES (7)	
882 SF 10.5 X 14 = 147 sf per office times 6 offices of equal size.	An area of 882 sf. is required for supervisor and management office that is equally divided by six for each office to be 147 sf. The six separate offices with doors is required to ensure privacy and confidential information is properly maintained. The six offices are for the four supervisors, one administrative officer and one management analyst. Each of the six offices has to be an open area that will house a desk, 3 chairs per room for staff and patrons, and two file cabinets for each of the six employees.
361 SF = 19 X 19	An area of 391 sf. is required for the administrator's office of the division. The single work area will be used by the division administrator and will have existing furniture moved into it. The office requires a door to ensure privacy and confidential information is properly maintained. The furniture to be moved into this work area is comprised of a desk, a chair for the desk, conference table, 10 conference chairs, 3 bookshelves, one closed double door storage, with four filing cabinets. The work area needs to be clear of any structural beams that would obstruct the view for anyone in the room.
CONFERENCE ROOM (1)	
1,225 SF = 35 X 35	The conference room area should be 1,225 sf of total useable space. There shall be no beams that would obstruct the view of anyone who is in the room and will allow for conference room, theater style or small work groups set ups for staff and patrons who use the room. The room shall have at least one main entry door.
LIBRARY, REFERENCE, RESOURCE, FILE AND STORAGE ROOM	
1,600 SF = 40 X 40	This area needs to be free and clear of any structural beams as the area should be 1,600 sf of useable floor space. The area will serve as a library for resources (as practicable), house reference materials, resource information, outreach materials, and division files (programmatically, personnel and financial), as well as house the office supplies of the division (i.e. copy paper).

- b. Leased Premises Access – DPHSS shall be provided twenty-four hours access to leased premises three hundred sixty-five days per year. DPHSS shall have the right to make additional keys and provide to all employees it deems appropriate.
- c. Internal Appearance – All surfaces must have a clean, neat and professional appearance free of mold at all times and a fresh coat of light or off-white color or as mutually agreed upon by DPHSS and Lessor. Floor covering shall be easy to clean to include carpet, ceramic or vinyl tile and shall be free from stains, cracks and other hazards. Any and all stained, discolored, chipped or cracked floor covering shall be replaced at no cost to the DPHSS.
- d. Air Conditioning – The leased space offered must have air-conditioning at no additional cost that provides for comfortable occupancy. Temperatures must be thermostatically controlled and able to maintain a temperature below 75 degrees Fahrenheit. These temperatures must be maintained throughout the leased premises during the lessee's normal working hours, Monday to Friday, 8:00 a.m. to 6:00 p.m. and Saturday, 8:00 a.m. to 5:00 p.m. and upon request at all other times in the event personnel need to work late, on weekends or holidays.
- e. Lighting – T12 or better fluorescent fixtures are required to maintain a uniform lighting level of at least 45-ft candles at working surfaces. The Lessor is responsible at no additional cost to maintain and replace fluorescent fixtures and bulbs in common areas and office space as requested by the Lessee.
- f. Electrical Supply and Outlets – Adequate electrical supply to accommodate office computers, printers and peripherals, as well as a copier machine, and other minor appliances for forty-five employees and authorized volunteers. Electrical and telephone outlets should be available near office desks and computers thus avoiding the use of extension cords that cross walkways. There should be adequate provision for conduits needed for electrical, telephone, and computer network wiring.

6. Office Building Requirements:

- a. **Building Structure** – All exterior walls and roof must be concrete. Building should be highly visible and must have adequate means of ingress and egress. The building must meet all applicable requirements of the Americans with Disabilities Act, Guam Building Code and the Guam Fire Code. The building should project a professionally and aesthetically pleasing appearance externally and internally.
- b. **Parking (included in base bid amount)** – Parking area must have designated parking for sixty (60) parking stalls, of which twenty-five (25) parking stalls shall be reserved and connected to the building and do not have to be adjacent to each other or located in the same level or floor of a multi-floor building. Lessor will monitor the stalls to ensure that only DPHSS employees and authorized visitors park in the reserved parking stalls and rectify the violation. Lessor, upon request, shall tow violators at no expense to DPHSS. Adequate space should be reserved for the patrons with a disability and DPHSS employees (if appropriate). Parking area must have working security lights that properly illuminate the area to provide a safe environment for DPHSS employees and DPHSS's patrons. The bid proposal shall include a proposed layout for all parking spaces, including the reserved parking.
- c. **Backup Utilities** – The building must have at no additional cost reliable 24-hour power backup generator in case of power outages. The backup generator must be of sufficient capacity to run the air-conditioning for the entire office space and all of DPHSS's equipment during outages.
- d. **Telephones** - The bidder shall ensure the following telephone capacity: 40 network drops utilizing CAT6 standard cabling topology. Each drop must be labeled both on the patch panel as well as each network block. A total of 80 CAT6 patch cables (40 count cables that are 3 feet long and 40 count which are six feet long) must be provided by bidder. All switches must be layer2 with PoE (power over Ethernet). The bidder shall also ensure the internal LAN (LAN) is functioning properly.
- e. **Network Connectivity** – the bidder shall provide the capacity for network connectivity as follows: 40 network drops utilizing CAT6 standard structured cabling topology. Each drop must be labeled both on the patch panel as well as each network block. A total of 80 CAT6 patch cables (40 count cables that are 3 feet long and 40 count which are six feet long) must be provided by bidder. All switches must be layer2 with PoE and bidder shall ensure the internal Local Area Network (LAN) is functioning properly. The bidder shall ensure connectivity between the office location and Central DPHSS is established. The bidder shall provide fiber between new location and central DPHSS; a fiber switch shall also be provided with fiber module and LC connector and ensure the connectivity between Central DPHSS and DPHSS/DSC office location is established. All network equipment should be in a dedicated secure room.
- f. The cost for providing the phone lines and network connectivity shall rest with the landlord and shall be included in the rental. Phone and network connectivity shall be compatible with Public Health's ("DPHSS") phone and computer systems.
- g. **Toilet Facilities** – Adequate and separate common area toilet facilities for men and women including the visiting public shall be provided. The Lessor shall maintain the facilities in sanitary and clean condition at all times and make such facilities available at all times when DPHSS personnel are present in the building. The facilities will include providing toilet paper, soap, running water and all janitorial work and supplies at no additional cost to DPHSS.
- h. **Directory Board** – Lessor shall prominently display the name of DPHSS and office location in the main lobby and/or office floor directory boards at no cost to DPHSS.
- i. **Power, Water, Trash and Sewer Consumption** – Lessor shall provide all power, trash, water and sewer service at no additional cost to DPHSS.
- j. **Trash Disposal** – An adequate number of trash receptacles shall be made available to DPHSS.
- k. **Security** – Lessor shall provide 24-hour security services at no cost to DPHSS which may include, but is not limited to, video surveillance and regular roving foot patrols. Lessor shall also provide as part of its bid a summary of security systems and staffing.

- l. On-Site Maintenance – Lessor shall keep at no additional cost an on-site building maintenance office with a full-time maintenance staff immediately available Monday to Friday during the hours of 8:00 a.m. – 5:00 p.m. If there should be an emergency during afterhours, a contact person and contact number is to be provided to DPHSS.
- m. Common Areas – Lessor shall maintain the common area in a professionally and aesthetically clean environment at no additional cost to DPHSS.

7. Lease Terms and Form.

The terms of the lease shall be on conditions acceptable to DPHSS both in form and content. A proposed lease with terms acceptable to DPHSS is attached. The format provided shall be used for this bid.

8. Other Miscellaneous Bid Proposal Information.

- a. Company name and profile.
- b. Building Fact Sheet to include: (1) total number of floors; (2) number of elevators, (3) number of total parking spaces available (reserved and for public); current percentage of leased space; (5) list of current tenants; (6) common area amenities and (7) copy of proposed office area to be leased with corresponding measurements.
- c. Describe Lessor's policy on tenant improvements.
- d. Copy of occupancy permit.
- e. Proof of current insurance and a copy of general liability, hazard and fire policies showing: (1) amount of coverage; (2) covered events; and (3) all exclusions.
- f. All Lessors will certify that the building does not contain any asbestos or any other hazardous materials.

9. Contact Information for Bidders for Item 1.0:

Company Name: Department of Public Health and Social Services,
Division of Senior Citizens
Address: 123 Chalan Kareta
Mangilao, Guam 96913
Contact Person: Attention: Arthur U. San Agustin, MHR
Senior Citizens Administrator
Contact Number: 735-7415/7421

General Specification on Item 2.0:

1. Lease Term and Options:

The lease term shall be for an initial period of three years, with the option to renew annually for two additional one year terms at the bid price. DPHSS/BMS shall have the authority to renew the lease for the additional one year terms by providing notice to the Lessor of DPHSS/BMS' intent at least 30 days in advance of end of the initial three year lease term and annually thereafter with the flexibility to go on a month-to-month lease agreement thereafter. Lessor shall not have the option to withhold its consent to the lease extension. At least thirty (30) days in advance of the conclusion of the initial three year term, DPHSS/BMS, and the vendor providing lease space shall meet to discuss the prices for the contract extension. Prices shall be established in a manner provided for by the Guam Procurement Code.

2. Security Deposit and Common Area Maintenance Fees:

DPHSS/BMS will not pay a security deposit. All common area maintenance fees will be included in the base bid amount set forth above and thus, shall be fixed throughout all lease terms, including extensions.

3. Option to Cancel:

DPHSS/BMS reserves the right to cancel this lease for the convenience of DPHSS/BMS without penalty at any time during the lease term. DPHSS/BMS may exercise this right by providing the Lessor sixty (60) days advance written notice of its intent to cancel the lease.

4. Lease Commencement:

The premises shall be "Move-In Ready" and available for occupancy by DPHSS/BMS not later than _____. "Move-In-Ready" means that the leased spaces shall comply with the terms and conditions of the bid by said date. All bids shall indicate the earliest date it will be available for occupancy by DPHSS/BMS. DPHSS/BMS may exercise the option to move in earlier.

5. Office Space Requirements:

a. Floor Area –All bids shall include a map showing the location of the proposed leased premises and DPHSS/BMS shall be afforded an opportunity to inspect all proposed lease areas prior to awarding the bid to ensure that the property complies in all respects with the bid specifications. The space requirements below are minimum size.

BUREAU OF MANAGEMENT SUPPORT (ADMINISTRATION)	
180 SF = 15 X 12	An office of 180 sf. is required for the Bureau Administrator to occupy. The office requires a door to ensure privacy and confidential information is properly maintained. This office will allow for the existing cubicle furniture that provides for 1 work area for the Administrator, a cubicle for preparatory work to be performed, two chairs, and four stand-alone file cabinets.
640 SF = 32 X 20	An area of 640 sf. is required for waiting/receiving area of the bureau. This area is where our clients will sign in and then wait to be called to meet with staff for services. The area will have 10 - 15 individual chairs, television, brochure, and pamphlet stand(s). The area needs to be free and clear of any structural beams for a clear view as to who is coming and leaving as well as to ensure the area is able to accommodate ADA clients.
200 SF = 10 X 10 100 sf for two (2) equal spaces	An area of 200 sf. is required for the ASU administrative staff to occupy. This area will allow for the existing cubicle furniture that provides for 2 works areas for staff and/or volunteers, a cubicle for preparatory work to be performed, four staff chairs, four stand-alone file cabinets, a fax machine, and four under desk file cabinets (systems) to be housed. The area needs to be free and clear of any structural beams to ensure the cubicle furnishings and work equipment fit in this work area and staff have visibility of each other.
154 SF = 14 X 11	An office of 154 sf. is required for the Administrative Assistant to occupy. The office requires a door to ensure privacy and confidential information is properly maintained. This office will allow for the existing cubicle furniture that provides for 1 work area for the AA, a cubicle for preparatory work to be performed, two chairs, and six stand-alone file cabinets, two under desk file cabinets (systems) to be housed.

400 SF = 40 X 10	A file room of 400 sf. is required for the Administrative Services Unit to house supplies. This office will allow for the existing 10-shelving units and 8 stand-alone cabinets.
160 SF = 20 X 8	An office of 160 sf. is required for the ASU utility room. This office space will house the copier, paper shredder, postage machine and 3 stand-alone cabinets to secure paper and toner supplies.
144 SF = 12 X 12	A file room of 144 sf. is required for the ASU section for records retention.
LIBRARY (1)	
250 SF = 5 X 10	An office of 250 sf. is required for the library/resource room. This office space will be utilized to house program manuals and resource materials.
CONFERENCE ROOM (1)	
1225 SF = 35 X 35	An office of 1,225 sf. is required for the conference room. This office space will be utilized for conferences, meeting, trainings etc. This room will occupy 20 tables and 50 chairs. There shall be no beams that would obstruct the view of anyone who is in the room and will allow for conference room, theater style or small work groups set ups for staff and patrons who use the room.
CHILD CARE DEVELOPMENT FUND (CCDF)	
154 SF = 14 X 11	An office of 154 sf. is required for the Program Coordinator IV to occupy. The office requires a door to ensure privacy and confidential information is properly maintained. This office will allow for the existing cubicle furniture that provides for 1 work area for the PCIV, a cubicle for preparatory work to be performed, two chairs, and four stand-alone file cabinets, two under desk file cabinets (systems) to be housed.
420 SF = 21 X 20 100 sf for four (4) equal spaces w/ four (4) tiles between cubicles	An open area of 420 sf. is required for the CCDF staff to occupy. This will allow for the existing cubicle furniture that provides for four work areas, six file cabinets, 8 chairs for staff and patrons. The work area has to be free of any structural beams, as there needs to be clear visibility among all staff in this work area.
144 SF = 12 X 12	A file room of 144 sf. is required for the CCDF section for records retention and educational materials.
INVESTIGATION AND RECOUPMENT SECTION (IRO)	
154 SF = 14 X 11	An office of 154 sf. is required for the Program Coordinator IV to occupy. The office requires a door to ensure privacy and confidential information is properly maintained. This office will allow for the existing cubicle furniture that provides for 1 work area for the PCIV, a cubicle for preparatory work to be performed, two chairs, and four stand-alone file cabinets, two under desk file cabinets (systems) to be housed.
504 SF = 21 X 24 100 sf for five (5) equal spaces w/ four (4) tiles between cubicles	An open area of 504 sf. is required for the IRO staff to occupy. This will allow for the existing cubicle furniture that provides for five work areas, 10 file cabinets, 10 chairs for staff and patrons The work area has to be free of any structural beams, as there needs to be clear visibility among all staff in this work area.
144 SF = 12 X 12	A file room of 144 sf. is required for the IRO section for records retention.

QUALITY CONTROL (QC)	
154 SF = 14 X 11	An office of 154 sf. is required for the Program Coordinator IV to occupy. The office requires a door to ensure privacy and confidential information is properly maintained. This office will allow for the existing cubicle furniture that provides for 1 work area for the PCIV, a cubicle for preparatory work to be performed, two chairs, and four stand-alone file cabinets, two under desk file cabinets (systems) to be housed.
154 SF = 14 X 11	An office of 154 sf. is required for the Quality Control Supervisor to occupy. The office requires a door to ensure privacy and confidential information is properly maintained. This office will allow for the existing cubicle furniture that provides for 1 work area for the QC Supervisor, a cubicle for preparatory work to be performed, two chairs, and four stand-alone file cabinets, two under desk file cabinets (systems) to be housed.
600 SF = 60 X 10 100 sf for six (6) equal spaces w/ four (4) tiles between cubicles	An open area of 600 sf. is required for the QC staff to occupy. This will allow for the existing cubicle furniture that provides for six work areas, 12 file cabinets, 12 chairs for staff and patrons, and twelve under desk file cabinets (systems) to be housed. The work area has to be free of any structural beams, as there needs to be clear visibility among all staff in this work area.
144 SF = 12 X 12	A file room of 144 sf. is required for the QC section for records retention.
INTERVIEW ROOMS (4)	
288 SF 6 X 8 = 48 sf. per interview room times six (6) rooms of equal size.	An area of 288 sf. is required that is equally divided into six (6) separate interview rooms of 48 sf. each. Each room, for a total of six (6) separate and distinct rooms, with a door in each room will be used by division staff conducting investigative and/or program service interviews. Each room is to have a window that can be seen by other office staff looking in as well as the staff using to room, looking out. The room will be equipped with a desk (table) with up to 3 chairs depending on the number of people scheduled to be in the room. The desk (table) in the room may be removed to increase the number of single chairs that can be placed in the room as the need arises. Each room is to be free of any structural beams that would obstruct the view of the staff with those being provided services.
EMPLOYEE LOUNGE	
200 SF 10 X 20	An area of 200 sf. is required for an employee lounge. This area will house a full sized refrigerator, microwave oven, toaster, toaster oven, and water cooler(s). The room will allow for at least 5 tables and 25 chairs.
RESTROOMS	
4 equal sized restrooms	Restrooms must be separated for the usage of men and women. Two for clients labeled appropriately (Ladies/Men), two for employees labeled appropriately (Ladies/Men).

WORK PROGRAMS SECTION	
MANAGEMENT OFFICES (8)	
154 SF = 14 X 11	An office of 154 sf. is required for the Social Services Supervisor (SSS1) to occupy. The office requires a door to ensure privacy and confidential information is properly maintained. This office will allow for the existing cubicle furniture that provides for 1 work area for the SSS1, a cubicle for preparatory work to be performed, two chairs, one couch, and five stand-alone file cabinets.
900 SF 30 X 30 = 150 sf per office times six (6) offices of equal size.	An area of 900 sf. is required for program offices that are equally divided by six (6) for each office to be 150 sf. The eight separate offices with doors are required to ensure privacy and confidential information is properly maintained. The offices are for one social service supervisor, four social workers, one program coordinator, one management analyst, and one GETP coordinator. Each of the offices will house an existing desk and shelving units, 3 chairs per room for staff and patrons, and two file cabinets for each of the employees.
CONFERENCE ROOM (1)	
644 SF = 28 X 23	The conference room area should be 644 sf of total useable space. There shall be no beams that would obstruct the view of anyone who is in the room and will allow for conference room, theater style or small work groups set ups for staff and patrons who use the room. The room shall have at least one main entry door.
COMPUTER LABORATORY	
160 SF = 20 X 8	This area needs to be free and clear of any structural beams as the area should be 160 sf of useable floor space. The area will serve as a computer lab.
RECEPTION AREA	
640 SF = 32 X 20	An area of 640 sf of useable floor space, this area is where our clients will sign in and then wait to be called to meet with staff for services. The area will have 10 - 15 individual chairs. The area needs to be free and clear of any structural beams for a clear view as to who is coming and leaving as well as to ensure the area is able to accommodate ADA clients. This area will allow for the existing cubicle furniture that provides for 4 works areas for staff and/or volunteers, cubicles for preparatory work to be performed, four staff chairs, four stand-alone file cabinets, and four under desk file cabinets (systems) to be housed.
FILE ROOM	
260 SF = 13 X 20	This area needs to be free and clear of any structural beams as the area should be 260 sf of useable floor space, with a door to ensure confidential information is properly maintained.
STORAGE ROOM	
160 SF = 20 X 8	This area needs to be free and clear of any structural beams as the area should be 160 sf of useable floor space. The area will serve as a storage room to house supplies. This area will allow for existing shelving units.
EMPLOYEE LOUNGE	
150 SF = 15 X 100	An area of 150 sf. is required for an employee lounge. This area will house a full sized refrigerator, microwave oven, toaster, toaster oven, and water cooler(s). The room will allow for at least 5 tables and 25 chairs.
RESTROOMS	
4 equal sized restrooms	Restrooms must be separated for the usage of men and women. Two for clients labeled appropriately (Ladies/Men), two for employees labeled appropriately (Ladies/Men).

- b. Leased Premises Access – DPHSS/BMS shall be provided twenty-four hours access to leased premises three hundred sixty-five days per year. DPHSS/BMS shall have the right to make additional keys and provide to all employees it deems appropriate.
- c. Internal Appearance – All surfaces must have a clean, neat and professional appearance free of mold at all times and a fresh coat of light or off-white color or as mutually agreed upon by DPHSS/BMS and Lessor. Floor covering shall be easy to clean to include carpet, ceramic, or vinyl tile and shall be free from stains, cracks and other hazards. Any and all stained, discolored, chipped, or cracked floor covering shall be replaced at no cost to the DPHSS/BMS.
- d. Telephone - Telephone jacks must be immediately available. At a minimum, shall provide BMS 28 telephone lines, WPS a minimum 20 telephone lines, and 2 fax lines. This is in addition to the telephone source needed to accommodate the T1 line needed for the computer network. Telephone lines preferably installed 3ft above floor.
- e. Network Connectivity - The bidder shall provide the capability for network connectivity, 28 lines for BMS, and 20 lines for WPS, also able to accommodate 5 Multi-copier/fax/scanner lines. Network lines preferably installed 3ft above floor. All network equipment should be in a dedicated secure room.
- Phone and network connectivity shall be compatible with DPHSS/BMS phone and computer systems.
- f. Parking (included in base bid amount) – Parking area must have designated parking for sixty (60) parking stalls, of which forty (30) parking stalls shall be reserved and connected to the building and do not have to be adjacent to each other or located in the same level or floor of a multi-floor building. Lessor will monitor the stalls to ensure that only DPHSS/BMS employees and authorized visitors park in the reserved parking stalls and rectify the violation. Lessor, upon request, shall tow violators at no expense to DPHSS/BMS. Adequate space should be reserved for the patrons with a disability and DPHSS employees (if appropriate). Parking area must have working security lights that properly illuminate the area to provide a safe environment for DPHSS employees and DPHSS's patrons. The bid proposal shall include a proposed layout for all parking spaces, including the reserved parking.
- g. Driveway Access - Entrance and exit should be one way in and one way out. Secured driveway access with chain link or gated fence w/reflectors. Entrance and Exit signs should be posted.
- h. Building Signage – Bidder shall provide directional and location signage for DPHSS/BMS office site. Signage can be attached to the building and free standing within close proximity of the building; must be acrylic or plexus-glass of at least 2feet x 4 feet to be designed and approved by DPHSS/BMS and visible to the public.
- i. Electrical Supply and Outlets – Bidder shall provide DPHSS/BMS office, at a minimum, 112 electrical outlets for computers, machines, equipment, and other devices necessary to ensure services are maintained.
- j. Lighting – T12 or better fluorescent fixtures are required to maintain a uniform lighting level of at least 45-ft candles at working surfaces. The Lessor is responsible at no additional cost to maintain and replace fluorescent fixtures and bulbs in common areas and office space as requested by the Lessee.
- 6. Office Building Requirements at no cost the Government**
- k. Building Structure – All exterior walls and roof must be concrete. Building should be highly visible and must have adequate means of ingress and egress. The building must meet all applicable requirements of the Americans with Disabilities Act, Guam Building Code, and the Guam Fire Code. The building should project a professionally and aesthetically pleasing appearance externally and internally.
- l. Backup Utilities – Shall have an operable standby generator with automatic transfer switch with sufficient capacity to operate the entire facility during a power outage. Generator must be maintained once a month to ensure fully functional and fuel is maintained.

- m. Air Conditioning – The leased space offered must split type or central air units sufficient to supply office space requirements. A/C's must be kept on 24/7 to safeguard equipment within the bureau. Professional full service maintenance shall be conducted at least once a quarter and monthly maintenance to clean air condition (A/C) filters and/or ducts for all A/C units.
- n. Toilet Facilities – Adequate and separate common area toilet facilities for men and women including the visiting public shall be provided. The Lessor shall maintain the facilities in sanitary and clean condition at all times and make such facilities available at all times when DPHSS/BMS personnel are present in the building. The facilities will include providing toilet paper, soap, running water and all janitorial work and supplies at no additional cost to DPHSS.
- o. Power, Water, Trash and Sewer Consumption – Lessor shall provide all power, trash, water and sewer service at no additional cost to DPHSS.
- p. Trash Disposal – An adequate number of trash receptacles to include recyclables (cardboard, plastic, and shredded paper) shall be made available to DPHSS/BMS
- q. Building Maintenance – Lessor shall keep at no additional cost an on-site building maintenance office with a full-time maintenance staff immediately available Monday to Friday during the hours of 8:00 a.m. – 5:00 p.m., for immediate replacement of burnt out bulbs, draining of sewage, urinal backups, normal repairs, alterations/renovations, including doors, windows, and door locks.
- r. Common Areas – Lessor shall maintain the common area in a professionally and aesthetically clean environment at no additional cost to DPHSS/BMS.
- s. Professional Janitorial Services –
- Daily
- sweep and mop floors, vacuum carpets
 - collect and dispose of all office trash
 - clean and restock office restrooms, including cleaning toilets, sinks and mirrors
- Weekly
- sweep and mop floors, vacuum carpets
 - dust furniture, office equipment and shelves;
 - Clean employee lounge, including counters and sinks.
- Quarterly
- strip and wax, buff office floors
 - shampoo and vacuum carpets (if carpeted)
- Services should commence any time after 3 p.m. and to complete by 5pm as to not disrupt office operations. Quarterly services should commence during weekends as to not disrupt office operations.
- t. Typhoon Condition Readiness – The building must be equipped with typhoon shutters. The bidder shall secure the entire building prior to a typhoon at COR2. These procedures shall include: 1) checking that the backup generator(s) are optional. 2) putting up/closing typhoon shutters 3) Post-disaster procedures at COR4 shall include, for example, opening typhoon shutters, clearing away all debris, cleaning windows and floors, checking for internal damage, ensuring proper drainage both internally and externally to the building. Tenant should be able to safely begin operations within twenty-four (24) hours after the disaster has concluded.
- u. Emergency Disaster Plan – The landlord shall provide tenant with an emergency disaster plan, to include, but not limited to, emergency indoor and outdoor lighting, building evacuation, and landlord's emergency contact numbers.
- v. Renovation/Modifications – All renovations/modifications shall be made to the satisfaction of the tenant within reason of the total square footage desired. Renovations/modifications shall be approved by tenant.
- w. Pest Control services – shall be done at least once every quarter.

7. Lease Terms and Form.

The terms of the lease shall be on conditions acceptable to DPHSS in both form and content. A proposed lease with terms acceptable to DPHSS/BMS is attached. The format provided shall be used for this bid.

8. Other Miscellaneous Bid Proposal Information.

- a. Company name and profile.
- b. Building Fact Sheet to include: (1) total number of floors; (2) number of elevators, (3) number of total parking spaces available (reserved and for public); current percentage of leased space; (5) list of current tenants; (6) common area amenities and (7) copy of proposed office area to be leased with corresponding measurements.
- c. Describe Lessor's policy on tenant improvements.
- d. Copy of occupancy permit.
- e. Proof of current insurance and a copy of general liability, hazard and fire policies showing: (1) amount of coverage; (2) covered events; and (3) all exclusions.
- f. All Lessors will certify that the building does not contain any asbestos or any other hazardous materials.

9. Contact Information for Bidders for item 2.0:

Company Name: Department of Public Health and Social Services,
Bureau of Management Support
Address: 123 Chalan Kareta
Mangilao, Guam 96913
Contact Person: Attention: Elsa S. Perez
Human Services Program Administrator
Contact Number: 735-7344/7345

DRAFT - FORMAL CONTRACT

Bidders are notified they will be subject to these terms and conditions and as a condition of the submitting a bid, agree to the terms contained herein

In the event Items 1.0 and 2.0 are awarded to separate vendors, each shall have a separate contract.

THIS AGREEMENT AND FORMAL CONTRACT is made and entered into this _____ day of _____, 2017 by and between the Guam Department of Public Health and Social Services ("DPHSS"), whose business address is _____, and _____ ("Bidder"), whose mailing address is _____ licensed to conduct business on Guam and having Guam business license Nos. _____.

WITNESSETH, that whereas, DPHSS intends to lease _____ for the purpose of _____ as identified in DPHSS Bid No. _____.

NOW THEREFORE, DPHSS and the Bidder for the considerations hereinafter set forth herein and in other documents associated with the performance hereunder, agree as follows:

SECTION 1. THE BIDDER AGREES:

To provide all of the goods and services specified in DPHSS IFB No. GSA-054-17 at the prices specified in the bid. Bidder agrees to maintain all time all licenses, labor, insurance, material, equipment, tools and services necessary to perform and comply with this Contract and the Contract Documents as defined in Section 3 herein. Bidder also understands that it is responsible for **all taxes and fees** which may be due relative to payment or performance hereunder (including but not limited to, all employee, corporate and gross receipt taxes). DPHSS reserves the right to amend this Agreement or request a change order, but the right is subject to the mutual agreement of both parties and all amendments or change orders shall be in writing signed by both parties.

- (a) **CONTRACT TIME:** The Bidder agrees to commence work under this contract upon written notice to proceed and to provide the services as specified in the Bid Documents in the time, place and manner provided in the Bid Documents (as amended). Bidder agrees by placing their signature hereto that they have been placed on notice that the provision of the goods and services hereunder is necessary to protect the public health and that time is always of the essence.
- (b) **SUB-BIDDERS:** The Bidder agrees to bind every sub-Bidder to the terms of the Contract Documents. Bidder further agrees that no sub-Bidder Bidder may be allowed to perform in any fashion whatsoever under this contract until such time as the express written approval of DPHSS is obtained. The Contract Documents shall not be construed as creating any contractual relation between a sub-Bidder and the Guam Department of Public Health and Social Services.

SECTION 2. DPHSS AGREES:

To pay, and the Bidder agrees to accept in full payment for the performance of this Contract, the amount of _____. DPHSS agrees to pay approved invoices on a net 30 day basis. In the event DPHSS does not pay an invoice approved by DPHSS within sixty (60) days, DPHSS agrees to pay Bidder six (6) percent interest on such overdue payments.

Any adjustment in contract price pursuant to clauses in this contract shall be made in one or more of the following ways:

- (a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- (b) by unit prices specified in the contract or subsequently agreed upon;

(c) by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract or subsequently agreed upon;

(d) in such other manner as the parties may mutually agree; or

(e) in the absence of an agreement between the parties, by a unilateral determination by the DPHSS Director of costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as computed by the DPHSS Director in accordance with generally accepted accounting principles and applicable sections under Chapter 7 (Cost Principles) of the Guam Procurement Regulations and subject to the provisions under Title 5, Chapter 5 of the Guam Code Annotated (Legal and Contractual Remedies).

For any request for a price adjustment, the Bidder shall submit cost or pricing data for any price adjustments subject to the provisions of 2 G.A.R. § 3118 of the Guam Procurement Regulations. Please note, fixed price bids of one year or less shall not be modified by DPHSS except in extreme circumstances (e.g., factory has burned down, massive increases in shipping costs, etc.)

SECTION 3. CONTRACT DOCUMENTS:

It is hereby mutually agreed that the following list of instruments, plans, specifications and documents which are attached hereto, bound herewith or incorporated herein by reference shall constitute the Contract Documents, all of which are made a part hereof, and collectively evidence and constitute the Contract between the parties, hereto, and they are as fully a part of this Agreement as if they were set out verbatim and in full herein, and are designated as follows:

- a. Invitation to Bid
- b. Instructions to Bidders
- c. Bid
- d. Form of Non-Collision Affidavit
- e. Bid / Performance and Payment Bond
- f. Certification of Bidders Regarding Equal Employment Opportunity
- g. Formal Contract (which shall control in the event of conflict between this and any other contract document)
- h. Addenda/Amendments
- i. Answers to Questions (if DPHSS determines they are applicable).

SECTION 4. LIQUIDATED DAMAGES:

The Bidder further agrees to pay to DPHSS the amounts stated in the bid for failing, neglecting or refusing to complete the work within the time herein specified and said sum shall be paid for each consecutive calendar day therefore that the Bidder shall be in default after the time stipulated in the Contract for completing the work, ready for use and/or operations. Sundays and legal holidays will be excluded in determining the number of days in default.

SECTION 5. COVENANT AGAINST CONTINGENT FEES:

The Bidder warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warrant shall give DPHSS the right to terminate the contract, or at its direction, deduct from the contract price or consideration the amount of such commission, percentage, brokerage or contingent fee. This warranty shall not apply to commissions payable by Bidders upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Bidder for the purpose of securing business.

SECTION 6. OTHER CONTRACTS:

DPHSS may award other contracts for additional work, and the Bidder shall fully cooperate with such other Bidders and carefully fit his own work to that provided under other contracts as may be directed by the Contracting Officer. The Bidder shall not commit or permit any act which will interfere with the performance of work by any other Bidder.

SECTION 7. DISPUTES:

Except as otherwise specifically provided in this contract, all disputes concerning questions of fact arising under this contract shall be decided by the DPHSS Director whose decision shall be final and conclusive upon the parties thereto. In the meantime, the Bidder shall diligently proceed with the work as directed. However, the final decision of the DPHSS Director is appealable to the Guam Public Auditor as provided under 5 G.C.A. § 5427(e).

SECTION 8. DIFFERING SITE CONDITIONS.

Not Applicable to this Bid.

SECTION 9. CONTRACT BINDING:

It is agreed that this Contract and all the Covenants hereof shall insure to the benefit of and binding upon DPHSS and the Bidder respectively and his parties, successors, assignees and legal representative. Neither DPHSS nor the Bidder shall have the right to assign, transfer or sublet his interests or obligations hereunder without written consent of the other party.

It is hereby mutually agreed by and between the parties hereto that no mechanic, Bidder, sub-Bidder, material man or other person can or will contract for or in any other manner have or acquire any lien upon the binding or works covered by this contract, or the land upon which the same is situated.

SECTION 10. DPHSS NOT LIABLE:

A. DPHSS, its officers, agents, employees and governing board assumes no liability for any accident or injury that may occur to the Bidder, Bidder's agents, employees, or to Bidder's property while on the job or otherwise en-route to or from the job during any travel required by the terms of this agreement.

B. DPHSS, its officers, agents, employees and governing board shall not be liable to Bidder for any work performed by the Bidder prior to the written and signed approval of this Contract by the Director for DPHSS and the Bidder hereby expressly waives any and all claims for service performed in expectation of this agreement prior to its signature of the Director.

SECTION 11. NOTICES:

All notices between the parties shall be in writing and shall be deemed served when personally delivered or when deposited in the mail, registered or certified, first-class postage prepaid, addressed as follows:

To: **GUAM DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES**

To: **BIDDER**

SECTION 12. TERMINATION:

Section 12.1 – Termination For Default:

- (1) Default. If the Bidder refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, DPHSS may notify the Bidder in writing of the delay or non-performance and if not cured in ten (10) working days or any longer time specified in writing by the DPHSS, DPHSS may terminate the Bidder's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part the DPHSS may procure similar services in a manner and upon terms deemed appropriate by the DPHSS. The Bidder shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar services.
- (2) Bidder's Duties. Notwithstanding termination of the contract and subject to any directions from the DPHSS, the Bidder shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Bidder in which DPHSS has an interest.
- (3) Compensation. Payment for completed services delivered and accepted by the government and DPHSS shall be at the contract price. DPHSS may withhold from amounts due the Bidder such sums as the DPHSS deems to be necessary to protect DPHSS against loss because of outstanding liens or claims of former lien holders and to reimburse the DPHSS for the excess costs incurred in procuring similar goods and services (including the provision of these goods and services by DPHSS personnel). In addition, in the event of a breach on the part of the Bidder, DPHSS shall be due liquidated damages in the amount of rent per day to compensate DPHSS for the costs incurred by attributable to Bidder's delay, breach or non-performance.
- (4) Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of sub-Bidder(s) of Bidder, the Bidder shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Bidder to make progress in the prosecution of the work hereunder which endangers such performance) if the Bidder has notified the DPHSS within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform or to make progress due to such causes similar to those set forth above, the Bidder shall not be deemed to be in default, unless the services to be furnished by the Bidder (or sub-Bidder) were reasonably obtainable from other sources in sufficient time to permit the Bidder to meet the contract requirements. Failure of the Bidder (or sub-Bidder) to perform for reasons other than cited above shall constitute a default of the Bidder unless cured by Bidder with a reasonable time. Upon request of the Bidder, DPHSS shall ascertain the facts and extent of such failure, and, if DPHSS determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Bidder's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the DPHSS and the government of Guam under the laws of Guam.
- (5) Erroneous Termination for Default. If, after notice of termination of the Bidder's right to proceed under the provisions of this clause, it is determined for any reason that the Bidder was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Subsection C, below.
- (6) Additional Rights and Remedies. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

Section 12.2 – Termination For Convenience:

(1) **Termination.** DPHSS may, when the interest of the government so requires, terminate this contract in whole or in part, for the convenience of DPHSS (including the provision of services by any sub-Bidder of the Bidder). DPHSS shall give thirty (30) days advance written notice of the termination to the Bidder specifying the part of the contract terminated and when termination becomes effective.

(2) **Bidder's Obligations.** The Bidder shall incur no further obligations in connection with the terminated work (except in the case of Sub-Bidders where the Bidder is solely liable to DPHSS for their acts and/or non-performance or breach under this agreement) and on the date set in the notice of termination the Bidder will stop work to the extent specified. The Bidder shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Bidder shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. DPHSS may direct the Bidder to assign the Bidder's right, title, and interest under terminated orders or subcontracts to DPHSS. The Bidder must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(3) **Right to Work Product.** Upon termination of the contract for the convenience of the government or DPHSS or for any other reason, Bidder shall transfer title and deliver to DPHSS all documents and reports, plans, drawings, information and other material produced by Bidder or any of its sub-Bidders in connection with the performance of this contract. The Bidder shall protect and preserve property in its possession or in the possession of any of its sub-Bidders in which the DPHSS or the Government of Guam has an interest.

(4) **Compensation.**

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

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

(c) Absent complete agreement under Subparagraph (2) of this Paragraph, DPHSS shall pay the Bidder the following amounts, provided payments agreed to under Subparagraph (2) shall not duplicate payments under this Subparagraph:

- (i) contract prices for services accepted under the contract;
- (ii) costs incurred in preparing to perform and performing the terminated portion of the work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) less amounts paid or to be paid for accepted supplies or services; provided, however, that if it appears that the Bidder would have sustained a loss if the entire contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;
- (iii) costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph (b) of this clause;
- (iv) the reasonable settlement costs of the Bidder including accounting, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract for the termination and settlement of subcontracts hereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this contract. The total sum to be paid the Bidder under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the Bidder reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

(d) Cost claimed, agreed to, or established under Subparagraph (b) and (c) of this Paragraph shall be in accordance with Chapter 7 (Cost Principles) of the Guam Procurement Regulations.

SECTION 13. SEVERABLE PROVISIONS:

If any provision of this agreement shall be deemed by a court of competent jurisdiction to be invalid, then such provision shall be deemed stricken from the agreement and the agreement shall be enforced according to its valid and subsisting terms and provisions. The terms of this Contract shall control in the event of any conflict between this Contract and any other document incorporated or referenced herein.

SECTION 14. GOVERNING LAW AND VENUE:

The validity of this agreement, as well as the rights and duties of the parties to this agreement, shall be governed by the laws of Guam. Moreover, any and all actions governing this agreement shall be brought in the Superior Court of Guam or the Guam District Court if applicable.

SECTION 15. OWNERSHIP OF DOCUMENTS:

All briefs, memoranda and other incidental Bidder work or materials furnished hereunder shall be and remain the property of DPHSS including all publication rights and copyright interests, and may be used by DPHSS without any additional cost to DPHSS.

SECTION 16. INDEMNITY:

Bidder agrees to save and hold harmless DPHSS, its board members, officers, agents, representatives, successors and assigns and other governmental agencies from any and all suits or actions of every nature and kind, which may be brought for or on account of any injury, death, or damage arising or growing out of the acts or omissions of the Bidder, Bidder's officers, agents (including sub-bidders), servants or employees under this Agreement.

SECTION 17. GENERAL COMPLIANCE WITH LAWS:

The Bidder agrees that Bidder is to comply with all Federal and territorial laws, rules, regulations and ordinances applicable to the work being performed hereunder. Bidder shall attach a copy of appropriate business license or an affidavit executed under penalty of perjury that indicates that Bidder is exempt under Guam law (must include legal citations proving exemption).

SECTION 18. ACCESS TO RECORDS AND OTHER REVIEW:

The Bidder, including his sub-bidders, if any, shall maintain copies of all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under the contract, for inspection by the Guam Department of Public Health and Social Services. All originals of any documents related to this Contract shall be provided to DPHSS as soon as possible, but not later than one day prior to the conclusion of this Agreement. Each subcontract by Bidder pursuant to this agreement shall include a provision containing the conditions of this Section.

SECTION 19. SCOPE OF AGREEMENT.

This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to retaining the services of Bidder by the DPHSS and contains all of the covenants and terms between the parties with respect to such this project. Each party to this Agreement acknowledges that no representation, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement and addenda will be effective only if it is in writing signed by the party to be charged. For the purposes of this paragraph and of the entire agreement, the signature of the Director for the Guam Department of Public Health and Social Services (or his designee) is the only signature that will bind the DPHSS.

SECTION 20. RESPONSIBILITY OF BIDDER.

In addition to the other requirements set forth in the bid and this Contract, the Bidder shall be responsible for the professional and technical accuracy of all work and materials furnished under this contract. The Bidder shall, without additional cost to DPHSS, correct or revise all errors or deficiencies in his/her work.

DPHSS's review, approval, acceptance of, and payment for goods, fee, or for services required under this contract, shall not be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the Bidder's failure of performance of this contract and the Bidder shall be and remain liable to the DPHSS for all costs of any kind which may be incurred by the DPHSS as a result of the Bidder's negligent or erroneous performance of any of the services performed under this contract. DPHSS shall continue to remain liable for its own negligent acts and those of its employees and its failure to perform as provided under this agreement.

SECTION 21. CLAIMS BASED ON ACTS OR OMISSIONS BY DPHSS.

If any action or omission on the part of DPHSS requiring performance changes within the scope of the contract constitutes the basis for a claim by the Bidder for additional compensation, damages, or an extension of time for completion, the Bidder shall continue with performance of the contract in compliance with the directions or orders of DPHSS, but by so doing, the Bidder shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

(a) the Bidder shall have given written notice to DPHSS:

(i) prior to the commencement of the work involved, if at that time the Bidder knows of the occurrence of such action or omission;

(ii) within 30 days after the Bidder knows of the occurrence of such action or omission, if the Bidder did not have such knowledge prior to the commencement of the work; or

(iii) within such further time as may be allowed by the Procurement Officer in writing.

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

(b) the notice required by Subparagraph (a) of this Paragraph describes as clearly as practicable at the time the reasons why the Bidder believes that additional compensation, damages, or an extension of time may be remedies to which the Bidder is entitled; and

(c) the Bidder maintains and, upon request, makes available to the Procurement Officer within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.

Nothing herein contained, however, shall excuse the Bidder from compliance with any rules of law precluding any DPHSS official or its Bidders from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the contract.

Any adjustment in the contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.

SECTION 22. EFFECTIVE DATE OF THIS CONTRACT.

This agreement shall take effect upon the date it is signed by both the General Manger and the Bidder and the date of this agreement shall be when the Director affixes his signature.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the dated indicated by their respective names.

VENDOR:

APPROVED FUNDING:

XXXXXXXXX
Authorized Representative

JOSE S. CALVO, Director
Bureau of Budget Management and
Research

Date: _____

Date: _____

DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES AND DOA:

APPROVED:

APPROVED:

JAMES W. GILLAN
Director

CHRISTINE BALETO, Director
Department of Administration

Date: _____

Date: _____

APPROVED AS TO LEGALITY AND FORM:

ELIZABETH BARRETT-ANDERSON

Date: _____

CERTIFIED FUNDS AVAILABLE:

APPROVED:

TOMMY C. TAITAGUE, ASO
Certifying Officer

EDDIE B. CALVO
Governor of Guam

Date: _____

Date: _____

Account No.: _____

Amount: \$ _____

Document No.: _____

Vendor No.: _____

**CORPORATE OR PARTNERSHIP CERTIFICATION
AS TO AUTHORIZATION TO BIND**

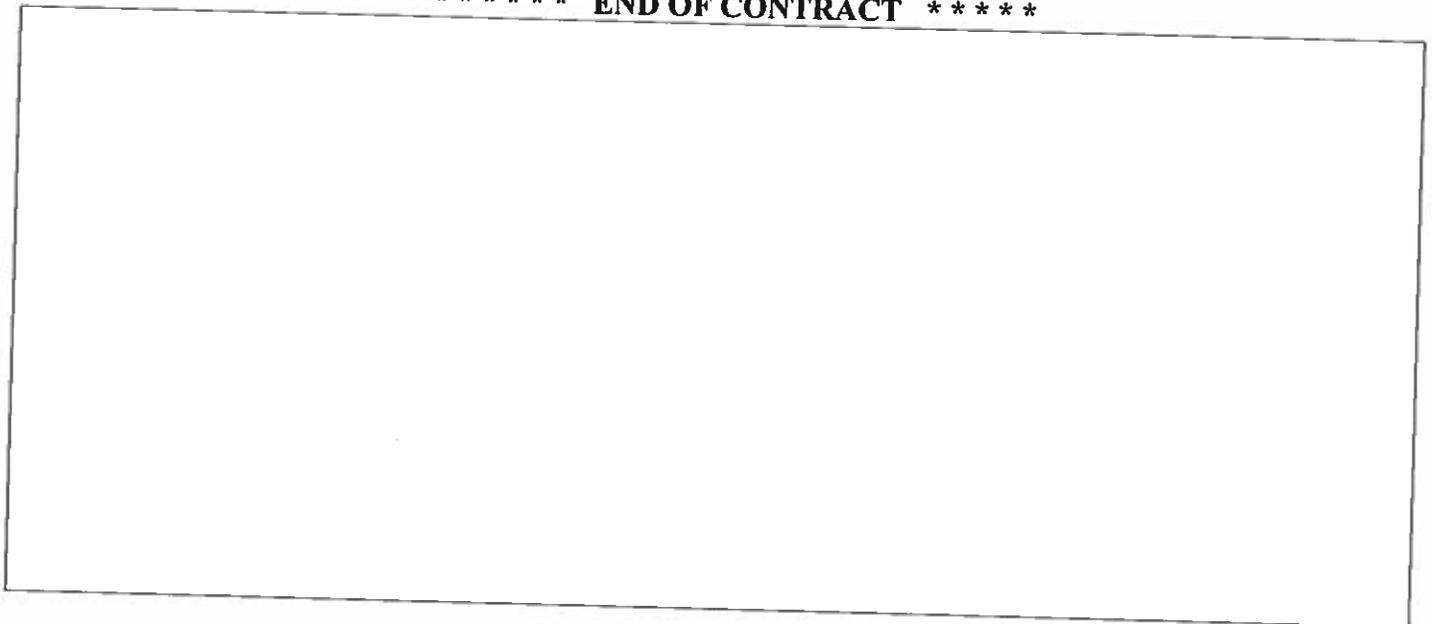
I, _____ certify that I am the Secretary of the corporation or managing partner named as Bidder herein; that _____ who signed this contract on behalf of the Bidder, was then _____ of said corporation/partnership by authority of said corporation of its governing body, and is within the scope of its corporate/partnership powers to bind said corporation/partnership to the terms and conditions of this Contract.

Signed: _____
Corporate Secretary

Date: _____

(CORPORATE/PARTNERSHIP SEAL)

***** END OF CONTRACT *****



WAGE AND BENEFIT DETERMINATION

Bid No.: _____ Name of Offeror: _____

I, _____ hereby certify under penalty of perjury as follows:

(1) That I am _____ [please select one: 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 below and that I will ensure that I and my subcontractors will comply with said provisions which read as follows:

§ 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 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 and its subcontractors are now, or will be prior to beginning performance and throughout the contract term, in full compliance with 5 GCA § 5801 and § 5802.

(4) That I have attached the most recent wage and benefit determinations applicable to Guam issued by the U.S. Department of Labor and that I will ensure all of my employees and the employees of my subcontractors will be provided a minimum of ten (10) paid holidays per annum.