



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

MULTI-STEP INVITATION FOR BID NO. : GSA-063-17

DESCRIPTION:
AMBULANCE FOR GFD.

SPECIAL REMINDER TO PROSPECTIVE BIDDERS

Bidders are reminded to read the Sealed Bid Solicitation and Instructions, and General Terms and Conditions attached to the Multi-Step Bid to ascertain that all of the following requirements checked below are submitted in the bid enveloped, one original and three copies, 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 must not expire earlier than ninety (90) days from the date of submittal
 - c. Surety Bond – Valid only if accompanied by:
 - 1. Current Certificate of Authority issued by the Insurance Commissioner;
 - 2. Power of Attorney issued by the Surety to the Resident General Agent;
 - 3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.

- (X) **BROCHURES/DESCRIPTIVE LITERATURE;**

- (X) **AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSION**
 - a. Date of signature of the person authorized to sign the bid and the notary date must be the same.

- (X) **OTHER REQUIREMENTS:**
Non-Collusion Affidavit, D.O.L. Wage Determination Affidavit, Restriction against Sexual Offenders Affidavit, No Kickbacks or Gratuities Affidavit and Ethical Standards Affidavit, and Affidavit re Contingent Fees.

NOTE: TECHNICAL AND BID COST SHALL BE SUBMITTED IN A SEPARATE ENVELOPES LABELED "TECHNICAL BID" AND "BID COST". ALL REQUIRED FORMS AND AFFIDAVITS SHALL BE SUBMITTED IN THE ENVELOPE LABELED "TECHNICAL BID". REQUIRED BID BOND SHALL BE SUBMITTED IN THE ENVELOPE LABELED "BID COST". SHALL BE SUBM DO NOT INCLUDE BID COST WITH TECHNICAL BID PACKAGE

***NOTE:** IF BID COST IS INCLUDED WITH THE TECHNICAL PROPOSAL IT WOULD BE DEEMED AUTOMATIC DISQUALIFICATION OR REJECTION.

This reminder must be signed and returned in the bid envelope together with the technical 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 Multi-Step Bid.

 Bidder Representative's Signature

MULTI-STEP BID

Invitation for Bid: GSA-063-17

AMBULANCE FOR GFD

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 to the General Services Agency via fax attention to the Chief Procurement Officer no later than 08/04/2017 close of business at 5:00pm.

MULTI-STEP BID

ISSUING OFFICE:

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

Claudia S. Acfalle 7/28/17

CLAUDIA S. ACFALLE
Chief Procurement Officer

DATE ISSUED: July 28, 2017

BID INVITATION NO: GSA-063-17

BID FOR: AMBULANCE FOR GFD

SPECIFICATION: See Attached

DESTINATION: GUAM FIRE DEPARTMENT

REQUIRED DELIVERY DATE: **300 Calendar Days Upon Receipt of Purchase Order. For a period of One (1) Year on an as needed basis upon availability of funds.**

INSTRUCTION TO BIDDER:

INDICATE WHETHER: INDIVIDUAL PARTNERSHIP CORPORATION

INCORPORATED IN: _____

Each bidder shall submit one original and three copies of the technical bid no later than no later than Date: 2:00pm at 8/14/17.
The technical bids (one original and three copies) shall be submitted in a sealed envelope marked conspicuously with the bidder name and address, bid number, and the type of proposal (Technical Bid). Bid submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions. Technical bids submitted will not be publicly opened.

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 bidders, and other considerations, the undersigned agrees that this bid remain firm and irrevocable within 90 calendar days from the date of submittal to supply any or all the items which prices are offered.

NAME AND ADDRESS OF OFFEROR:

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

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

Delivery:

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

Contract Period:

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

Additional Requirement:

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

**MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE AND MARKED
“TECHNICAL BID”**

Special Provisions

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

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

Signature of Bidder Proposer, if an individual; Partner, if a partnership; Officer, if a corporation.	Date
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Subscribed and sworn before me this _____ day of _____, 2017

Notary Public

**MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE AND MARKED
“TECHNICAL BID”**

WD 15-5693 (Rev.-2) was first posted on www.wdol.gov on 03/28/2017

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
Daniel W. Simms Director	Division of Wage Determinations	Revision No.: 2 Date Of Revision: 03/17/2017

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)).

**MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE AND MARKED
"TECHNICAL BID"**

AFFIDAVIT re NON-COLLUSION

TERRITORY OF GUAM)
) ss.
HAGATNA, GUAM)

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

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

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

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

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

Subscribed and sworn to before me

this _____ day of _____, 201__.

NOTARY PUBLIC
My commission expires _____, _____.

**MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE AND MARKED
"TECHNICAL BID"**

AFFIDAVIT re CONTINGENT FEES

TERRITORY OF GUAM)
) SS:
HAGATNA, GUAM)

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

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

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

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

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

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

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

NOTARY PUBLIC
My commission expires _____

**MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE AND MARKED
"TECHNICAL BID"**

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 _____ 2011

(PRINCIPAL)

(SEAL)

(WITNESS)

(TITLE)

(MAJOR OFFICER OF SURETY)

(TITLE)

(MAJOR OFFICER OF SURETY)

(TITLE)

(RESIDENT GENERAL AGENT)

**MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE AND
MARKED/LABELED "BID COST"**

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.

MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE AND MARKED/LABELED "BID COST"



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.

2016 JUN 30 AM 10:49 *SK*

Senseramente,

EDDIE BAZA CALVO

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

Date: 7-11-16
Time: 12:11 PM
Received By: *DM*

1780

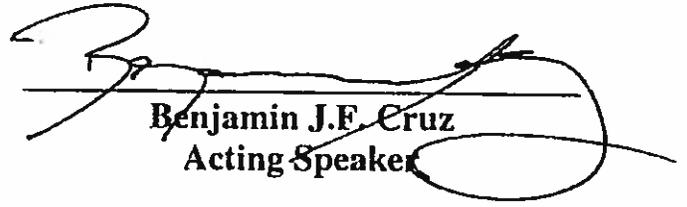
P.O. Box 2950 • Hagåtña, Guam 96932
Tel: (671) 472-8931 • Fax: (671) 477-4826 • governor.guam.gov • calendar.guam.gov

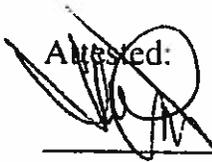
Eddie Baza Calvo @eddiebazacalvo egovernorcalvo governorofguam

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

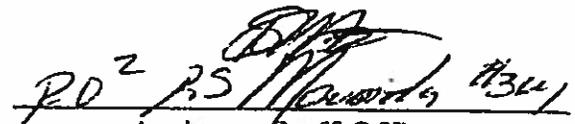
CERTIFICATION OF PASSAGE OF AN ACT TO I MAGA'LÅHEN GUÅHAN

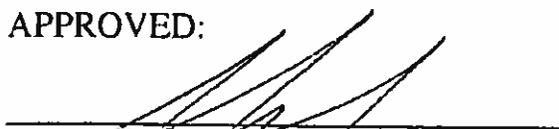
This is to certify that Bill No. 282-33 (COR), "AN ACT TO ADD A NEW § 71114 TO CHAPTER 71 OF DIVISION 3, TITLE 11, GUAM CODE ANNOTATED, RELATIVE TO ESTABLISHING A WITHHOLDING ASSESSMENT FEE FOR A NON-RESIDENT PERSON TO CAPTURE THE FOUR PERCENT (4%) EQUIVALENT OF THE BUSINESS PRIVILEGE TAX ON CONTRACTS 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

1

Doc No. 33GL-16-1780.

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.

**MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE AND
MARKED/LABELED "TECHINICAL BID"**

**GOVERNMENT OF GUAM
GENERAL TERMS AND CONDITIONS**

SEALED BID SOLICITATION AND AWARD

Only those Boxes checked below are applicable to this bid.

- [X] 1. **AUTHORITY:** This solicitation is issued subject to all the provision of the Guam Procurement Act (5GCA, Chapter 5) and the Guam Procurement Regulations (copies of both are available at the Office of the Complier of laws, Department of Law, copies available for inspection at 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 1-104 of the Guam Procurement Regulations.
- [X] 6. **COMPLIANCE WITH SPECIFICATIONS AND OTHER SOLICITATION REQUIREMENTS:**
Bidders shall comply with all specifications and other requirements of the Solicitation.
- [] 7. **“ALL OR NONE” BIDS: NOTE:** By checking this item, the Government is requesting all of the bid items to be 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)

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

- [X] 29. **SAFETY INSPECTION:** All motor vehicles delivered under this contract must pass the Government of Guam Vehicle Inspection before delivery at destination.
- [X] 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.
- (e) **Compliance with this Section is a condition of this Bid.**
- [X] 31. **REPRESENTATION REGARDING ETHICS IN PUBLIC PROCUREMENT:** The bidder or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a Government employee to breach any of the ethical standards and represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth on Chapter 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.
- [X] 32. **REPRESENTATION REGARDING CONTINGENT FEES:** The contractor represents that it has not retained a person to solicit or secure a Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business (GPR Section 11-207).
- [X] 33. **EQUAL EMPLOYMENT OPPORTUNITY:** Contractors shall not discriminate against any employee or applicant of employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that employees are treated equally during employment without regards to their race, color, religion, sex, or national origin.
- [X] 34. **COMPLIANCE WITH LAWS:** Bidders awarded a contract under this Solicitation shall comply with the applicable standard, provisions, and stipulations of all pertinent Federal and/or local laws, rules, and regulations relative to the performance of this contract and the furnishing of goods.
- [] 35. **CHANGE ORDER:** Any order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-03.1 of the Guam Procurement Regulations.
- [X] 36. **STOP WORK ORDER:** Any stop work order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-04.1 of the Guam Procurement Regulations.
- [X] 37. **CANCELLATION OF INVITATION FOR BIDS OR REQUEST FOR PROPOSALS:** Any Invitation for Bid may be cancelled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interests of the Territory in accordance with regulations promulgated by the Policy Office. The reasons therefor shall be made part of the contract file.
- [X] 38. **TIME FOR COMPLETION:** It is hereby understood and mutually agreed by and between the contractor and the Government that the time for delivery to final destination or the timely performance of certain services is an essential condition of this contract. If the contractor refuses or fails to perform any of the provisions of this contract within the time specified in the Purchase Order (from the date Purchase Order is acknowledged by vendor), then the contractor is in default. Defaults will be treated subject to and in accordance with the provisions of 2 GAR, Div. 4 § 6101(8)
- [X] 39. **JUSTIFICATION OF DELAY:** Bidders who are awarded contracts under this Solicitation, guarantee that the goods will be delivered to their destination or required services rendered within the time specified. If the bidder is not able to meet the specified delivery date, he is required to notify the 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-DISABLED VETERAN OWNED BUSINESS PREFERENCE:** Bidding is subject to the policy in favor of Service-Disabled Veteran Owned Business as defined in 5 GCA sections 5011 and 5012.

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

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

- [X] 43. 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: _____

MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE AND MARKED/LABELED "BID COST"

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

8. **DISCOUNTS:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. Ethical Standards:

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

17. Prohibition against Contingent Fees:

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

18. Contractor's Warranty as to Employees and Sex Offenses. Reference 5 GCA 5253 (b)

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

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

19. Policy in Favor of Service-Disabled Veteran Owned Businesses

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

MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE AND MARKED/LABELED "BID COST"

EVALUATION OF UNPRICED TECHNICAL OFFERS.

The unpriced technical offers submitted by bidders shall be evaluated solely in accordance with the criteria set forth in the Invitation for Bids. The unpriced technical offers shall be categorized as:

- (a) Acceptable: (80 to 100 points)
- (b) Potentially acceptable, that is, reasonably susceptible of being made acceptable: (60 to 79) or
- (c) Unacceptable. The Procurement Officer shall record in writing the basis for finding an offer unacceptable and make it part of the procurement file. (Below 60)

A. GENERAL INFORMATION

The following outlines the requirements for technical un-price offer proposal submittals.

Pursuant to this multi-step sealed bid invitation, the Chief Procurement Officer and the Guam Fire Department shall appoint an evaluation committee who will be selected from employees within the government of Guam.

The committee shall be tasked to review, evaluate and score all aspects pertaining to this multi-step sealed bid invitation, and forward its' recommendation to the Chief Procurement Officer, General Services Agency.

B. RATING CATEGORIES AND POINT ALLOCATION TABLE

The overall and cumulative parameters that will serve as a point scoring guide are based on the following general areas:

Rating Categories and Point Allocation Table

Categories	Areas and Subject Matters	Pts. Allocated
1	Contractor's overall conformance to specifications	20
2	Contractor's logistical and service support	20
3	Warranty Provisions	20
4	Manufacturing schedule	20
5	Contractor's demonstrated capabilities and qualifications	20
	Total Points	100

INTRODUCTION

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

INTENT OF SPECIFICATIONS

Bids are requested for a TYPE III AMBULANCE and a 5-YEAR EXTENDED SERVICE/MAINTENANCE AGREEMENT for the ambulance. In general, this ambulance shall be of 2-door cab configuration, with enclosed body and seating and for a MINIMUM OF TWO (2) persons. The bid price must remain valid for a minimum period of 90 days from the date of receipt by the General Services Agency of the Government of Guam. It shall be the intent of these specifications to cover the furnishing and delivery of a complete apparatus equipped as hereinafter specified.

These specifications shall cover both the general and performance requirements as to the type of construction and test to which the ambulance shall conform, together with certain details as to finish, equipment and appliances with which the successful bidder (bidding contractor) shall conform. Minor details of construction and materials, which are not otherwise

specified, shall be left to the discretion of the manufacturing company, who shall be solely responsible for the design and construction of all features. It is and must be understood that no bidders, as of this bid, on Guam construct or manufacture fire service or emergency response vehicles but are only representatives of off-island manufacturing companies through contract.

This specification covers a new commercially produced surface emergency medical care vehicle(s), herein referred to as the ambulance or vehicle. A vehicle in compliance with this specification shall be defined as a standard ambulance. This vehicle shall be in accord with the requirements of the Ambulance Design Criteria of the National Highway Traffic Administration, U.S. Department of Transportation Washington D.C. This bid specification is based on and shall comply with the NFPA 1917 "Standard for Automotive Ambulances" or its most recent edition, unless where otherwise described in writing, than that will become the minimum standard sought after by this agency. Reference numbers used in this specification refer to the applicable paragraphs of the Federal Ambulance Specification.

Bids shall only be considered from bidders representing manufacturing companies that have an established reputation in the field of ambulance construction. Further, the bidding contractor shall specify the manufacturing company they represent, and shall maintain dedicated service facilities for the repair and service of the apparatus being sold. Evidence of such a facility shall be included in bid.

Each bidder on Guam shall furnish satisfactory evidence of the manufacturer's ability to construct the ambulance specified and shall state the location of the factory where the ambulance is to be built. The bidder shall also show that both its service facilities and the manufacturing company are in position to render prompt service and to furnish replacement parts.

Each bid shall be accompanied by a detailed set of "Contractor's Specifications" consisting of a detailed description of the ambulance and equipment proposed, and to which the ambulance furnished under contract shall conform. These specifications shall indicate size, type, model and make of all component parts and equipment.

ELIMINATION OF DIVIDED RESPONSIBILITY

It is understood that numerous manufacturers may manufacture various components of the ambulance. It is emphasized here that the responsibility for the quality of the entire ambulance, to include warranties and warranty work, lies solely with the successful bidder so that divided responsibilities are not a problem to the Guam Fire Department. This would maintain improved service ability, stock standardized parts, maintain longevity, provide excellent quality and reliability, fit and finish, and reduced construction and assembly time. Therefore, bids shall only be accepted from vendors that accept responsibility for the collective management and action on all warranty components.

The chassis, cab, and body, must be joined on the premises of the bidder or the manufacturer being represented by the bidder, after which the bidder must also be qualified and authorized to complete all required warranty repairs relative to the ambulance. The bidder shall provide evidence that they comply with this requirement.

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

MANUFACTURER'S RELIABILITY

The bidder on Guam and the representative's manufacturer must be satisfactory to the Guam Fire Department and the General Services Agency of the Government of Guam in terms of experience, reliability, and demonstrated ability to manufacture equipment, comparable as to size and type, as specified. A list, as well as contact numbers, of fire departments located in the United States that have purchased the same type of ambulance from the manufacturer over the past five years must be supplied along with the contractor's submission.

MANUFACTURER'S SOLVENCY

The solvency of the manufacturer is a prime concern of the purchaser. Each submission shall include an In-Depth Risk Assessment Report from Dun and Bradstreet on the ambulance manufacturer. Failure to submit such a statement could be cause for rejection. (Such statements are available to the public on the Internet.)

BUILT IN USA

All major components must be built and assembled in the United States of America (engine, cab, chassis, and body).

GENERAL CONSTRUCTION

The ambulance shall be designed with due consideration to distribution of load between the front and rear axles. Weight balance and distribution shall be in accordance with the recommendations of the National Fire Protection Association.

PROTOTYPE AMBULANCE

No prototype or experimental ambulance will be accepted. The builder must demonstrate that it has successfully produced an ambulance of similar design in the past. Total deviation to these specifications will be cause for immediate rejection.

FACTORY AUTHORIZED SERVICE CENTER

The bidder must provide a factory authorized service center (contractor) on Guam to include a minimum of two factory trained (trained by ambulance manufacturer) technicians to perform maintenance and repairs of all ambulance and systems, including power train, chassis, and controls. All service technicians must possess, at minimum, the appropriate, current ASE (Automotive Service Excellence) or EVT (Emergency Vehicle Technician) Certification from the respective manufacturer. The specific ASE or EVT certifications are dependent upon the specifications of the bid/quote submission by each bidder. This section part shall be applicable to the successful bidder; all required Maintenance Services on the emergency response vehicles and must be in place prior to ambulance acceptance.

The bidder also is required to provide warranty service at fire station locations whenever major shop work is not involved such as typical preventive maintenance warranty work. If, while under warranty, the ambulance is in need of towing for undetermined reasons, the bidder shall provide for that service, without delay. For warranty service involving the shop, the ambulance will be delivered to and picked up from the bidder's facility by fire department personnel. Towing and Wrecking Service inclusive of any storage fees shall be at no cost to the Guam Fire Department/Government of Guam. The bidder agrees to keep the ambulance in a covered, protected area at all times while the ambulance is in its possession. The bidder, for the units in its possession, shall provide proper insurance coverage for the ambulance. The bidder shall indicate, within the bid/quote submission, the location of their service center(s) and the number of mobile service unit(s) available. The bidder shall also submit all certifications for their current service technicians. This information will indicate to the reviewer(s) the resources offered by each bidder.

The General Services Agency reserves the right to visit the facility for evaluation and reject any bidder that, in the opinion of the Chief Procurement Officer or designee, does not fully comply with the provisions of this section. No deviations to these requirements will be accepted.

LIQUIDATED DAMAGES

Liquidated damages will be assessed as provided in General Terms and Conditions. If after 30 days, the ambulance is not brought up to compliance, the successful bidder will be considered in default of the contract, and procedures to institute the provisions of law regarding the Bid Security may commence.

SERVICE ABILITY

The Guam Fire Department places a high priority on service. All bidders shall therefore provide complete details of their ability to service the ambulance proposed, including but not limited to the following:

Service Facility
Service Vehicles
Certified Service Employees [EVT / NAEVT / NFPA 1002 & or ASE]
Service Philosophy

The service ability section of these specifications will be a major factor in determining the successful bidder. Limited manpower does not allow for the ambulance to be taken to various places for repairs. It is the opinion of the Fire Department that repairs to the ambulance in the fire station or a local service facility will reduce the out of service time of the ambulance.

The bidder or the authorized service center shall have a minimum of one fully equipped service vehicle, which shall carry spare parts and repair equipment needed to work on the ambulance proposed.

The bidder must provide a service representative within 24 hours of a call of a unit being placed out-of-service.

There shall be no exceptions to the service ability section of these specifications. Each bidder shall provide a notarized document stating his ability. Alternatives to the service ability section may be offered if equal to or exceeding what is being asked for. All alternatives must be in writing and completely detailed to be considered.

REPLACEMENT PARTS

The successful bidder on these specifications must maintain a stock of repair parts on Guam. The Guam Fire Department reserves the right to reject submissions of bidders that cannot produce satisfactory evidence that they can furnish, promptly, all spare parts needed for service or repair of the equipment herein specified.

SPECIFICATION BID REQUIREMENTS

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

Also, bidders shall submit a detailed proposal. A letter only, even though written on a company letterhead, shall not be sufficient. Bid proposals shall be submitted in the same sequence as specifications for ease of evaluation, comparison and checking of compliance. Failure to comply with this paragraph will result in the bid being rejected.

EXCEPTIONS

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

EQUALS CLAUSE

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

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

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

FAILURE TO LIST EQUIVALENTS

Failure to list an equivalent means the contractor is complying 100% with these specifications. Ambulance will be inspected on delivery for compliance with specifications. Exceptions will not be acceptable and can be cause for immediate rejection of ambulance unless they were originally listed in the bidder's submission. Liquidated damages (penalty) of one-fourth (¼) of one percent (1%) of outstanding order per calendar day shall be deducted from the final payment until the ambulance is considered acceptable. If after 30 days, the ambulance is not brought up to compliance, the successful bidder will be considered in default of the contract, and procedures to institute the provisions of the performance bond may commence.

ADHERENCE TO SPECIFICATIONS

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

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

SUBMISSION REVIEW AND EQUIVALENTS

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

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

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

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

A complete set of bidder's specifications, with generic scale drawings showing the front, rear, left, right, and top view of the proposed ambulance, must be submitted with the bid for the purpose of comparison.

The purchaser's specifications shall, in all cases, govern the construction of the ambulance, unless a properly documented equivalent was approved.

APPROVAL DRAWINGS/PRECONSTRUCTION CONFERENCE

Proposed drawings shall be furnished with the bid/quote, however, final drawings for approval and blueprints, with all details, must be furnished to the Guam Fire Department, within 7 calendar days after the conclusion of the preconstruction conference. The engineering drawing must be drawn to scale and be representative of the ambulance unit after the preconstruction conference clarifications are incorporated. Views of sides as well as the front, back, and top must be shown. Location of major components shall be so indicated on the drawing. A minimum of two drawings shall be supplied. Generic drawings are unacceptable.

The preconstruction conference will take place locally, with all necessary Fire Department personnel and successful bidder representatives in attendance. If needed, a teleconference or webcast with manufacturer representatives will also be provided. All details necessary for design, build, and delivery of ambulance shall be agreed upon prior to the beginning of ambulance construction. Vendor will be responsible for providing the venue and timely coordination for this conference.

The Guam Fire Department will make every effort to correct the approval drawing before it is returned. However, if a variation or omission between the approval drawing and the written specifications is discovered, the written specifications shall prevail.

SPECIAL REQUIREMENTS

The overall size and weight of the finished ambulance is critical to the Guam Fire Department. The contractor shall supply all special and specific information and facts regarding the performance of the apparatus, to include but not limited to compartment sizes, overall length, width, height, wheelbase, turning radius, individual axle loads, acceleration, braking distances, increasing roadway grades, and fully loaded weight of the ambulance.

BID BOND/CERTIFIED CHECK

A bid bond or certified check in the amount of 15% of the bid amount shall be furnished with the bidder's submission. The bond/check will ensure that the bidder submits a **performance bond within 14 days of notice of award of contract.** The successful bidder's bid bond/check will be returned or released after a contract is executed and an acceptable performance bond has been delivered. In case of failure to comply within the stated time, the bid bond/check will be forfeited as liquidated damages because of the default.

THE RIGHT TO REJECT SUBMISSIONS

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

WITHDRAWAL OF SUBMISSIONS

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

AWARD OF CONTRACT

A contract will be awarded, as soon as practical, following the review of the bid/quotes, to engineer, design, construct, and deliver the type of vehicle specified. It is not the intention of the Guam Fire Department/Government of Guam to write out bidders, bidders or manufacturers of similar or equal equipment of the types specified. It should be noted however that this specification is written around specific needs of the Guam Fire Department.

An award shall be given to the successful bidder whose submission meets these specifications at the most competitive price. The Purchaser reserves the right to increase the number of vehicles or equipment specified under this contract. If awarded, the successful bidder agrees that additional agencies may purchase under the same terms and prices afforded by any contract arising from the bid award, unless prohibited by law

PERFORMANCE BOND

Failure of the successful bidder to complete delivery according to the contract and specifications will cause to begin action to institute the provisions of the performance bond. The bond also shall guarantee compliance and performance with the warranty provisions of the specifications. Bonds issued to agents of the manufacturer are unacceptable.

BOND SUPPLIER'S QUALIFICATIONS

The bonds furnished by the successful bidder shall be from a surety company with a current license to underwrite surety bonds by the Government of Guam on Guam.

INFRINGEMENTS AND INDEMNIFICATIONS

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

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

DEFAULT PROVISIONS

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

PRICING

The bidder's bid/quote shall include the price and charges for all items requested. This price shall also include all charges for delivery to the Guam Fire Department/Government of Guam and must be submitted in a separate envelope together with the Bid Bond and marked "BID COST".

PAYMENT TERMS

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

PRE-DELIVERY SERVICE

After transportation from the factory and immediately prior to delivery, the ambulance shall receive pre-delivery service consisting of a thorough cleaning, an engine oil and filter change, chassis lubrication, adjustment of the engine to the manufacturer's specifications, and a complete inspection including all electrical and mechanical devices for proper operation and correction of leaks or obvious problems. This is the responsibility of the contractor. The complete cost for this service shall be included within the price submitted by the contractor. All Parts and Labor Fees shall be at no cost to the Guam Fire Department/Government of Guam.

DELIVERY TERMS

The successful bidder shall deliver the completed ambulance to the agreed upon ocean port for overseas shipping to Guam.

The successful bidder will deliver the completed ambulance within **300 calendar days** from the date of notice of award, with all equipment specified, to the Department of Public Works, Attn: Mr. Paul Cepeda, Transportation Superintendent and notify the headquarters of the Guam Fire Department, Guam, USA.

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

PRODUCT LIABILITY INSURANCE

The bidder shall supply product liability insurance of not less than \$250,000.00 (two hundred fifty thousand dollars). Documentation of the amount of product liability carried by the manufacturer and the name of the insurance carrier shall be provided by the contractor at the time of bid/quote submission. The successful contractor shall defend any and all suits and assume liability for the use of a patented device or an article forming a part of the ambulance furnished under the contract. Failure to supply a copy of the Certificate of Insurance with the bid/quote will be cause for immediate rejection of the contractor's submission.

ACCEPTANCE

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

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

A road test, where applicable, equal to the requirements of NFPA 1901, will be performed after the ambulance is fully equipped and loaded. The ambulance must pass all the requirements of this chapter to be considered acceptable.

The Department of Public Works and the Guam Fire Department of the Government of Guam shall inspect the ambulance and verify the complete compliance with the approved specifications. When compliance has been verified, only then will clearance be given for delivery to and final acceptance by the Guam Fire Department.

ROAD AND PERFORMANCE TESTS

All road and performance tests required are those with the requirements of the Ambulance Design Criteria of the National Highway Traffic Administration, U.S. Department of Transportation Washington D.C. This bid specification is based on and shall comply with the NFPA 1917 "Standard for Automotive Ambulances" or its most recent edition, and shall be conducted at the time of the pre-delivery to the purchaser at the manufacturer's facility and in the presence of the accepting authority or representatives.

In the event the apparatus fails to meet the test requirements on the first trials, second trials may be made at the option of the successful bidder within 30 days of the date of the first trials.

Such trials shall be final and conclusive, and failure to comply with these requirements a second time shall be cause for rejection.

Permission to keep or store the ambulance in any building owned or occupied by the purchaser during the above-specified period, with the permission of the contractor, shall not constitute acceptance. Insurance covering loss, theft, or liability shall remain the responsibility of the contractor until formal acceptance is completed.

WARRANTIES

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

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

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

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

The warranty shall commence upon acceptance of the vehicle.

OTHER WARRANTIES

Applicable warranties for all other components such as the axles, engine, transmission, generator, etc., shall be provided with bid/quote submission.

DIGITAL IMAGES

The manufacturing company or successful bidder shall provide the Guam Fire Department with digital images of their ambulance as its being manufactured. The digital images shall be provided once a week starting when the body begins production or when the cab/chassis arrives and shall continue until the final completion of the ambulance.

EQUIPMENT MOUNTING

The bidder/manufacturer, as per the fire department's instructions, shall mount all equipment supplied with the ambulance. Mounting hardware will also be included in the price of the bid/quote.

CONSTRUCTION DOCUMENTATION

The successful bidder shall supply, at the time of delivery, at least one copy of the following documents:

The manufacturers record of ambulance construction details, including the following information:

- a. Owners name and address
- b. Ambulance manufacturer, model, and serial number
- c. Chassis make, model, and serial number
- d. Gross Axle Weight Rate (GAWR) of front and rear axles
- e. Front tire size and total rated capacity in pounds (kg)
- f. Rear tire size and total rated capacity in pounds (kg)
- g. Chassis weight distribution in pounds with water and manufacturer mounted equipment (front and rear)
- h. Engine make, model, serial number, rated horsepower and related speed, and governed speed
- i. Type of fuel and fuel tank capacity
- j. Electrical system voltage and alternator output in amps
- k. Battery make, model, and capacity in cold cranking amps (CCA)
- l. Chassis transmission make, model, and serial number; and chassis transmission
- m. Paint manufacturer and paint number(s)
- n. Company name and signature of responsible company representative

2. Certification of slip resistance of all stepping, standing, and walking surfaces.
3. For the fixed line voltage power source, the certification of the test for the fixed power source.
4. Weight documents from a certified scale showing actual loading on the front axle, rear axle(s), and overall ambulance.
5. Written load analysis and results of the electrical system performance tests.

OPERATION AND SERVICE DOCUMENTATION

The successful bidder shall supply, at time of delivery, at least two sets of complete operation and service documentation covering the completed ambulance as delivered and accepted.

The documentation shall address at least the inspection, service, and operations of the ambulance and all major components thereof.

The successful bidder shall also provide documentation of the following items for the entire ambulance and each major operating system or major component of the ambulance:

1. Manufacturer's name and address.
2. Country of manufacture.
3. Source of service and technical information.
4. Parts and replacement information.
5. Descriptions, specifications, and ratings of the chassis.
6. Wiring diagrams for low voltage and line voltage systems to include the following information: representations of circuit logic for all electrical components and wiring, circuit identification, connector pin identification, zone location of electrical components, safety interlocks, alternator-battery power distribution circuits, and input/output assignment sheets or equivalent circuit logic implemented in multiplexing systems.
7. Lubrication charts.
8. Operating instructions for the chassis, any major components or any auxiliary systems.
9. Instructions regarding the frequency and procedure for recommended maintenance.
10. Overall ambulance operating instructions.
11. Safety considerations.
12. Limitations of use.
13. Inspection procedures.
14. Recommended service procedures.
15. Troubleshooting guide.
16. Ambulance body, chassis, and other component manufacturer's warranties.
17. Copies of required manufacturer test data or reports, manufacturer certifications, and independent third-party certifications of test results.
18. A material safety data sheet (MSDS) for any fluid that is specified for use on the ambulance.

The successful bidder shall deliver with the ambulance all manufacturer's operations and service documents supplied with components and equipment that are installed or supplied by the contractor.

ISO COMPLIANCE

The manufacturer shall operate a Quality Management System under the requirements of ISO 9001. These standards sponsored by the "International Organization for Standardization (ISO)" specify the quality systems that shall be established by the manufacturer for design, manufacture, installation and service. A copy of the certificate of compliance shall be included with the bid. ISO is a requirement of the NFPA Chapter 4.7.1 General Requirements.

ISO 9001: 2008 QUALITY MANAGEMENT SYSTEM - ALTERNATIVES

Offerors claiming an alternative to ISO 9001:2008 shall provide a description of their facilities' Quality Management System that is in place to ensure the manufacture and delivery of consistent quality product to the customer. Such a description shall include an explanation of policies and procedures relating to the following:

- Company Quality Policy
- Documentation and Control of Records
- Control and Validation of Production and Service
- Monitoring and Measurement of Product and Processes
- Control of Nonconforming Product
- Corrective and Preventive Action with Respect to Nonconforming Product
- Schedule for Internal and External Audits of Quality Management System
- External Certifications of Quality Management Systems

LIABILITY

The successful bidder shall defend any and all suits and assume all liability for the use of any patented process including any device or article forming a part of the ambulance or any appliance furnished under the contract.

MULTIPLEX COMPONENTS WARRANTY

Where applicable, the multiplex components shall be warranted against defective materials or workmanship for a period of five (5) years from the date of delivery to the original purchaser. The warranty shall also include a standard repair time for covered components. A copy of the ambulance manufacturer's warranty shall be included with the bid. FAILURE TO COMPLY WITH THIS REQUIREMENT WILL AUTOMATICALLY DISQUALIFY THE BID.

WARRANTY PERFORMANCE

This ambulance is critical to the response capabilities of the Guam Fire Department. It is imperative that the ambulance remain in service and that "down time" be minimized. The following warranty performance provisions are required:

- Modular Construction - 15 years
- Conversion – 15 years
- Electrical – 6 Years
- Paint & Body – 5 years
- Engine, Drive Train, Chassis – 6 years
- Service Warranty – 6 years

The successful bidder shall be required to provide service and or repair, as needed, as soon as possible but no more than twenty-four hours after notification by the Fire Department. These details are further explained in the attached, "Extended Service and Maintenance Agreement".

If the successful bidder does not provide for the service/repair request within the twenty-four hour time frame, it will be assumed as approval for the Fire Department to repair the vehicle or obtain warranty service/repairs from component manufacturers or outside vendor(s) repair facilities. The Fire Department shall be paid, by the successful bidder, an area average hourly rate for labor inclusive of transportation and parts replaced one for one.

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

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

These aforementioned service and/or repairs will, in no way, affect the validity of any warranties as depicted within the approved specifications.

Where parts of this section conflict with provisions of the "Extended Service and Maintenance Agreement", said agreement shall take precedence.

There shall be no deviations to these requirements.

Specifications Standard

This specification covers a new, special emergency medical care vehicle(s), herein referred to as the ambulance or vehicle. A vehicle in compliance with this specification shall be defined as a standard ambulance. This vehicle shall be in accord with the requirements of the Ambulance Design Criteria of the National Highway Traffic Administration, U.S. Department of Transportation Washington D.C. This bid specification is based on and shall comply with the NFPA 1917 "Standard for Automotive Ambulances" or its most recent edition, unless where otherwise described in writing, than that will become the minimum standard sought after by this agency. Reference numbers used in this specification refer to the applicable paragraphs of the Federal Ambulance Specification.

Purpose

The purpose of this document is to provide standard specifications and test parameters for the manufacture of an emergency medical care vehicle that meets the needs and desires of this Agency. It establishes essential criteria for the design, equipment and appearance of the vehicle. This Agency desires to obtain a vehicle that is in accordance with nationally recognized guidelines. All references to manufacturer type of parts and equipment referenced in this specification to the construction of this vehicle is solely for example and or reference, not to limit the manufacturer to a specific brand*. However, all parts and equipment used should be of equal or greater than the items mentioned herein. This Agency reserves the right to determine what is of equal or greater, in reference to its needs. It is also the desire for this Agency to obtain a vehicle from a manufacturer that will provide for an on island dealership and service center that can service and warranty the entire vehicle without the use of subcontractors and vendors unless otherwise mentioned and agreed upon.

Adhere to the Government of Guam terms and conditions of conditions of vehicle procurements.

Warranty

This agency is concerned with the Vendors ability to provide for on Island warrant of the conversion after delivery. This agency requires the following minimal acceptable warranty periods:

Modular Construction - 15 years
Conversion – 15 years
Electrical – 6 Years
Paint & Body – 5 years
Engine, Drive Train, Chassis – 6 years
Service Warranty – 6 years

The warranty shall include furnishing, without cost to the Government (nearest on island dealer or branch), new parts and assemblies to replace any that failed or malfunctioned within the warranty period. In addition, when the Government elects to have the work performed at the branch, dealer or manufacturer (Bidder) approved:

- a. To correct the vehicle itself or
- b. To have the vehicle corrected by a commercial garage facility, the cost of the labor involved in the replacement of the failed or malfunctioned parts or assemblies shall be borne by the FSAM.
- c. In the event of Ambulance break down during warranty period and towing is required, the cost of towing services will be covered under the warranty provisions.
- d. First year of preventive maintenance service to be provided at no cost to the Government and will follow the same conditions of the extended warranty. This includes the routine service of vehicle such as but not limited to: oil change, oil and air fuel and transmission filter change, lubrications, etc.. The Extended warranty will start upon the completion of the service warranty.

In addition, each manufacturer (bidder) shall submit their various warranties and warranty options, if applicable with proposal for evaluation. In the event this agency requires clarification of submitted warranty documents the Vendor will provide a number and name of a point of contact.

If the bidder feels that it is necessary to modify the manufactures warranties, then the bidder shall provide a full descriptive warranty certificate stating why this modification is necessary and the fact that it takes specific precedence over the warranty offered by the manufacturer.

Specifications

Bidding On/Remarks:

General Vehicular Design

The ambulance and the special equipment furnished under this specification shall be the primary manufacturer's current special vehicle of the type and class specified. The ambulance shall be complete with operating accessories as specified herein.

It shall be furnished with such modifications and attachments as necessary and specified to enable the vehicle to function reliably and efficiently in sustained operation. The design of the vehicle, specified equipment, cabinets, and electrical panels shall permit accessibility for servicing, replacement and adjustment of component parts and accessories with minimum disturbance to other components, permanent structures and systems.

This agreement will require the awarded company to provide a "Bill of Materials, and a Legend Plate".

CHASSIS

Manufacturer and Model Type

The chassis model will be current 2017 model minimum and be Type III Cab Chassis, 2 door standard cab and 4 rear wheel configuration with a gross vehicle weight rating of 12,000 lbs. or more.

Engine

The engine will be an electronic controlled diesel engine, with the ability to meet or exceed the required vehicle performance specified in the operational standards in the NFPA 1917, Section 5.3 and at not more than the engine manufacturer's recommended operating speed and which meets current emission requirements for Guam. The Engine must also meet the Federal Exemptions regarding Diesel Exhaust Fluids "DEF" for emergency vehicles. Bidder must be able to show documentation that they meet such standards or any waivers in regards.

Bidders must also be able to provide for any maintenance and warranty requirements of engine on island.

Bidder will also be required to include schematics for engine, electrical chassis and diagnostic tools (LAP TOP).

Engine Automatic High Idle Speed Control

The OEM Engine High-Idle speed control shall be furnished. The control shall be set to automatically increase the engine speed (RPM) to the engine manufacturer's recommended setting to sustain the ambulance's total continuous electrical load at the regulated voltage and provide maximum heating/air conditioning output. This device shall operate only when the "MASTER" switch is in the "ON" position and the transmission is in "PARK" with the parking brake set. The device shall disengage when the operator depresses the brake pedal, or the transmission is placed in gear, and automatically re-engages when the brake is released, or when the transmission is placed in park.

Drive Train

The Drive Train Component's torque capacity shall meet or exceed the maximum torque developed in the lowest gear ratio by the engine.

Automatic Transmission

Shall be provided. Transmission shall not be less than four speeds forward and one reverse and be equipped with the OEM's heaviest duty transmission fluid cooler.

Driveline

The driveline shall be balanced and supported to perform throughout the design speed range without whipping or vibrating.

Specifications

Bidding On/Remarks:

Brakes System

OEM'S heaviest duty, all disc brakes power assisted brakes with ABS.

Suspension

Vehicle shall be equipped with laterally matched sets of spring, torsion, or rear air suspension system components and steering stabilizers.

Components shall have a rate capacity in excess of load imposed on each member. Shock absorbers, double-acting type, heaviest duty available.

Steering

Power assisted steering; Steering Stabilizers

Wheels

Dual rear wheels, single front and one spare. Wheels shall conform to the recommendations of the Tire and Rim Association, and included shall be identical in type, size, and load rating for all wheels on the ambulance. Tires shall be furnished and be tubeless, steel belted.

Electrical System and Components

NFPA 1917, Chapter 7 Low Voltage Electrical Systems and Warning Devices, and 49 CFR 571, FMVSS 108 Lighting, and NFPA 1901. Legend Plate, Single 16SA minimum 14v Alternator. Rear Patient Compartment Power Inverter must be able to support AC/DC and be able to supply power to separate standard power outlets.

Audio, Lighting, Exterior and Interior Siren, Public Address System

The ambulance shall be equipped with a siren box. The siren shall be a Whelen of Federal Systems type system. Two one hundred watt speakers shall be outside the vehicle mounted in the front grille area within close proximity to warning lights and should not impede airflow into the engine compartment.

Ambulance Exterior Lighting

The basic exterior ambulance lighting shall include daytime running lights when available from the OEM. The lower front and rear side marker lights shall flash in conjunction with the directional signals. The light assemblies shall be manufactured with weather proof materials that are installed in a manner that will not cause electrolysis of light housings or vehicle body.

Ambulance Emergency Lighting

Emergency lighting system shall provide the ambulance with 360° of conspicuity for safety during its mission. The system shall be an LED lighting system such as the WHELEN emergency lighting systems. The emergency lighting and configuration shall meet the configuration outlined in NFPA 1917, Sections 7.9 thru 7.11.4.1, as well as NFPA 1901, Chapter 13.

Flood and Loading Light, and Patient Compartment Illumination

As specified in NFPA 1917, section 7.11.7.

Driver's Compartment, Cab-Body Structure

All cab compartments shall be sufficient size to accommodate a driver and passenger, with space to perform driving and control activities. The cab shall be organized and designed with the specified and required equipment and accessories for ease of operation and safety.

There shall be a control console with added switches for operation of the ambulance that is convenient and accessible to the driver in the drivers cab.

Specifications

Bidding On/Remarks:

The EMSP seat shall be located to allow for the care of the primary patient.

Patient Compartment Interior Dimensional Parameters

The patient compartment shall provide a minimum of 325 cubic feet of space (275 cubic feet of space for a Type II), less volume for cabinets, while complying with the following:

a. The length measured from the partition to the inside edge of the rear loading doors at the floor, shall be at least 122". The compartment configuration shall provide at least 25" of unobstructed space at the head of the primary patient, measured from the face of the backrest of the EMSP seat to the nearest edge of the cot. A minimum of 10" shall be provided, from the rear edge of the cot mattress to the rear loading doors, to permit clearance for traction or long board splints.

b. The compartment shall provide a minimum of 12" of clear aisle walkway between the edge of the primary patient cot and base of the nearest vertical feature measured along the floor.

c. The patient compartment shall provide at least 60" height, over the primary patient area, measured from floor to ceiling panels.

Body, General Construction

For modular construction, the body shall be all welded aluminum or, other lightweight, inherently corrosion resistant materials of equal, or greater, strength. The exterior of the body shall be finished smooth with symmetrically radius corners and edges, and shall include doors and windows specified herein.

Ambulance body, as a unit, shall be designed and built to provide impact and patient compartment penetration resistance and shall be of sufficient strength to support the entire weight of the fully loaded vehicle on its top or side, if overturned, without separation of joints or permanently deforming roof bow or reinforcements, body posts, doors, stringers, floor, inner linings, outer panels, rub-rails, and other reinforcements.

Wood, or wood products, shall not be used for structural framing. As evidence that the ambulance body meets the above criteria, the FSAM's body (fabricated, modified, or converted), excluding the conventional cab, shall furnish for each body model (Type) a certification that the ambulance body meets AMD Standards No. 001, 020 & 007. Additionally, the roof structure, liner, and outer skin or cap shall be designed and constructed to prevent separation.

Any absorbent material such as carpeting, fabric, or inside/outside plastic type carpeting, etc. that resists cleaning and decontamination shall not be used.

Ambulance Body Structure

All parts of the ambulance body and attachments shall be fastened in a manner that will preclude loosening. All fasteners shall be of the corrosion resistant type. Cabinets, benches, partitions, oxygen cylinder holders, guide rails, and cot holders shall be attached to metal tapping plates and/or framing welded to the body structure.

These components shall be fastened by welding, bolting, or self-tapping (threading) machine screws, on a minimum of 18" centers. Sheet metal, self-tapping wood/metals crews, nails, staples, etc. shall not be used in assembling the ambulance structure, except for self-threading sheet metal screws used for light trim panels and for retention of wood or composite subflooring.

Ambulance bodies with an extended roof shall have the roof structural members permanently fastened to structural members of the body. Drip rail(s) shall be provided around the entire modular body and have drain points at each corner. Drip rails shall also be furnished over each entry and compartment door.

Specifications

Bidding On/Remarks:

Protection of Patients and Crew

Upholstered padding/cushions shall be provided at the upper interior areas of the doorframes.

Door Latches, Hinges, and Hardware

- 1) Door latches, hinges, and hardware furnished by OEM and FSAMs shall comply with FMVSS 206.
- 2) When doors are open, the hinges, latches, and door-checks shall not protrude into the access area.
- 3) All doors shall have hardware or devices to prevent inadvertent closing.
- 4) To facilitate entry and exit from the vehicle, a minimum 6", tubular or semi-oval, minimum 3/4" wide (diameter), grab handle shall be provided on the inside of each door or the adjacent body structure (in addition to a door operating handle).
- 5) Door shall be equipped with hold opens or stops.
- 6) One external operated lock, with key per door opening, shall be provided.
- 7) All patient compartment door locks shall be identically keyed.
- 8) Hardware shall be weather resistant.

Floor

- 1) The floor shall be flat, except when the area near the rear entrance door is sloped for a lower entering height.
- 2) With the exception of cot related hardware, shall be unencumbered in the door(s) access and work area.
- 3) Shall support a "Distributed Loads" Medium footprint of 400 lbs.
- 4) Metal floors shall be reinforced to eliminate "oil canning."
- 5) Floors shall be insulated against outside heat and cold.
- 6) The sub floor of the modular body patient compartment shall be water resistant.
- 7) When plywood is utilized, it shall be water resistant.
 - a) Not less than 1/2" thick, 5 ply minimum.
 - b) Shall be supported by body framework.
- 8) Under the sub floor of the modular body shall be an aluminum heat shield/splash pan, minimum 0.050", sealed with silicone or other non-hardening sealant evenly distributed around its perimeter.
- 9) The sub floor of the Type II patient compartment shall be not less than 1/2" thick density, marine or exterior grade plywood.
- 10) Fiberglass, aluminum, or other non-hydroscopic composites, with at least the equivalent strength of plywood may be used as the sub floor.
- 11) Particleboard or equivalent type materials are not acceptable.
- 12) Voids or pockets, where water or moisture can become trapped to cause rotting and unsanitary conditions, are not acceptable.
- 13) Voids and pockets shall be filled with sealer or caulking compound.
- 14) Flooring shall extend the full length and width of the patient compartment or body (including space under the cabinets, unless otherwise insulated) or prevented by exterior compartment bodies or wheel wells that extend above floor level.

Specifications

Bidding On/Remarks:

Floor Coverings and Color

Floor covering shall be easily cleaned, sanitized, and harmonize with the interior color and décor of the patient compartment. The floor covering shall be seamless, one piece, no wax type, solid linoleum, vinyl, or poured epoxy or acrylic not less than 1/16" thick and permanently applied to the sub floor.

The floor material shall cover the entire length and width of the compartment's working area. The covering of joints (corners, etc.), where the sidewalls and covering meet, shall be sealed and bordered with corrosion resistant cove molding or the covering shall extend at least 3" up the sidewalls.

Step Well (Side Door)

Steps shall be provided in the door openings. Step well shall be the enclosed two-step type. Height of the bottom step shall not exceed 22". Step wells shall be lighted, and all step surfaces shall be constructed with anti-slip material.

Wheel Housings

Wheel housings of modular bodies shall include metal or plastic splash shields between the body wheel housing and the wheels extending over the top of the tires to the bottom of the body side skirting. Wheel house openings shall allow for tire chain usage and easy tire removal and service. OEM's standard wheel housings will be acceptable.

Insulation

The entire body, sides, ends, and roof of the patient's compartment shall be completely insulated to enhance the performance of the environmental systems and prevent external noise from entering the vehicle interior.

The insulation shall be a non-settling type, vermin-proof, mildew-proof, fire retardant, non-toxic, and non-hygroscopic. If fiberglass insulation is used, it shall not be exposed to water, e.g. door panels.

Interior Surfaces

The interior of the body shall be free of all sharp projections. All hangers or supports for equipment and devices shall be mounted as flush as possible with the surrounding surface. Interior body lining and cabinetry materials, excluding the cab compartment, shall be selected to minimize dead weight.

The finish of the entire patient compartment, including interiors of storage cabinets, shall be:

1. impervious to soap, water and disinfectants.
2. mildew resistant.
3. fire resistant.
4. easily cleaned/disinfected (carpeting, cloth, and fabrics are not acceptable).

Storage Compartments

Storage compartments shall be furnished for all items required this specification and include storage for, but not be limited to; first aid supplies, backboards, portable cots/ litters, stair chairs, and any other specified patient handling devices.

Any absorbent material such as carpeting, fabric, or inside/outside plastic type carpeting, etc. that resists cleaning and decontamination shall not be used in any storage or patient compartment.

Interior Stowage Accommodations

The interior of the patient compartment shall provide a minimum volume of 35 cubic feet of enclosed stowage cabinetry, compartment space, and shelf space which shall be conveniently located for medical supplies, devices, and installed systems as applicable for the service intended.

Specifications

Bidding On/Remarks:

Enclosed compartments and spaces shall be located at, in, or on the partition, sidewalls, overhead, seating areas, and doors. Compartment(s) under the floor, with opening panel(s) inside the patient compartment, shall not be acceptable. When furnished, top opening squad bench lids shall be fitted with an automatic hold open device and a quick release slam type latching device when closed.

Location Of Medical Equipment and Supplies

Supplies, devices, tools, etc., shall be stored in enclosed compartments and drawers designed to accommodate the respective items. All medical devices and equipment shall be stowed or properly fastened in/on the action area according to the medical device manufacturer's directions.

Waste and Sharps Disposal

The following shall be furnished: A trash receptacle compartment, with closure over opening, for general waste shall be furnished with a plastic/rubber trash can and disposable plastic liners, with 12 spare liners. The trash compartment shall be accessible to the EMSP seat.

A sharps receptacle compartment/storage or a commercially available container mounted in a convenient area shall be furnished for retention of a sharps container that meets OSHA requirements.

Exterior Storage Accommodations

Ambulance exterior storage compartments shall be weather resistant.

Exterior compartment doors and hardware shall be flush or near flush style construction. All doors shall have spring or gas tube type, hold open devices that permit one hand closure. Hardware (hinges, locks, latches, etc.) shall be rust resistant. All exterior compartments shall have latches with locks and shall be keyed alike.

All exterior compartments shall be automatically lighted when opened.
-Installation of floor boards on each side of cab.

Storage Compartments and Cabinets design

Storage cabinets, drawers, and kits shall be easily opened but shall not come open in transit. For rapid identification of contents, medical supply cabinets above the litter patient shall have shatterproof, transparent or lightly tinted, sliding doors.

- 1) Doors shall be provided with near flush grip, or low profile handles.
- 2) Storage compartments shall be divided into sections.
 - a) Drawers shall be marine style slide or tilt.
 - b) All shelves shall be removable.
- 3) Sliding doors for cabinets designed to carry lightweight items such as dressings, bandages, etc. shall be furnished.
 - a) Shall automatically latch or be fitted with friction holding devices when in a closed position.
- 4) Doors shall have positively locked latches that are bolted to the door and the door frame structure and are designed to remain closed during transports.
- 5) All cabinets shall be firmly anchored (bolted or welded) to tapping plates of the body structure.
 - a) Use of sheet metal or wood screws is not acceptable.
- 6) Tops of the cabinets and shelves shall be surrounded by a lip of not less than 1/2" in height covered in a soft, pliable molding.

Specifications

Bidding On/Remarks:

7) Storage for the main oxygen cylinder shall be accessible for replacement from an outside position.

8) The oxygen compartment shall be provided with at least a 9 sq. in. of open vent to dissipate/vent leaking oxygen to the outside of the ambulance.

9) Oxygen cylinder compartment shall not be utilized for storage of any other equipment.

10) Oxygen cylinder(s) shall be mounted with a restraining device(s).

Patient Compartment Seating

All seats in the patient compartment shall conform to applicable FMVSS Standards, will be padded and have the largest practical padded back and headrests. Padding material shall be rubber or polyester urethane foam of a medium to firm density, with a minimum finished thickness (padding and upholstery) of 2.5" for seat pads, and 2" for head and backrests.

All padding and upholstery shall be fire retardant. The upholstery shall be non-absorbent, washable and impervious to disinfectants. Non-OEM seats shall have 40 oz. (minimum) reinforced vinyl upholstery. To facilitate cleaning and disinfecting, all seats furnished and installed by the FSAM shall be cleanable to OSHA standards, and all exposed surfaces shall be free of vent devices that would permit the entrapment of biological contaminants. All seating positions in the patient compartment shall be provided with a vertical overhead clearance measurement of 43".

Patient Seating

The seats shall provide seating space for two persons and shall not be less than 15" deep by 18" wide (per seating position), and the seat backs shall be a minimum of 18" wide by 7" tall.

Seat Safety Belts and Anchorages

All designated seating positions in the patient compartment shall be equipped with safety restraint systems appropriate for each type of seating configuration.

Litter, Litter Fasteners and Anchorages

A cot fastener assembly with quick release latch shall be furnished. The installed cot fastener device(s) for wheeled cots shall be installed per the manufacturer's directions. At a minimum, the litter retention system, anchorages, and litter fastener(s) shall not fail or release when subjected to a force of 2,200 pounds applied in the longitudinal, lateral, and vertical direction.

Should the manufacturer of the cot fastener assembly specify a greater force, the litter retention system, anchorages, and litter fastener(s) shall be tested to that greater force. Wheeled cot (litter) shall be supplied and match the anchorage and fasteners. The cot shall be operate with one to two person(s) and can be loaded from the standing position and wheel assembly will collapse while loading. Cot should be rated for 750 lbs. or greater.

ALL COTS AND INFANT TRANSPORTERS SHOULD ONLY BE USED WITH THE REQUIRED FASTENER ASSEMBLY AS PRESCRIBED BY THE COT/TRANSPORTER MANUFACTURER.

IV Holder for Intravenous Fluid Containers

One ceiling mounted "hook" style device specifically designed for holding IV containers shall be provided, including Velcro type straps to adequately secure an IV bag/bottle. The device shall not protrude more than 1", and shall be located adjacent to, or on the cabinetry near the head of the primary patient. Swing down IV hangers with rigid support arms that can cause injury shall not be specified or furnished.

Specifications

Bidding On/Remarks:

Oxygen, Main Supply and Installation

The ambulance shall have a piped medical oxygen system capable of storing and supplying a minimum of 3,000 liters of medical oxygen. The installed medical oxygen piping and outlet system shall be leak tested to 200 PSI. After the successful completion of tests, the system shall be capped then tagged with date and signature of person and firm performing the tests.

The main oxygen supply shall be from a single compressed gas type 'M' cylinder that will be provided as basic equipment of the ambulance.

A cylinder changing wrench shall be furnished.

The wrench shall be chained and clipped within the oxygen cylinder compartment.

The cylinder controls shall be accessible from the inside the vehicle.

A device shall be visible from the EMSP's seat that indicates cylinder pressure. The use of remote high pressure lines and gauges are not allowed.

The oxygen cylinder shall be accessible for changing from the exterior of the body.

The bidder shall specify the type of quick disconnect, to be used.

The FSAM shall install all other components and accessories required for the piped oxygen system which shall include as a minimum:

- A pressure regulator.
- Low pressure, electrically conductive, hose approved for medical oxygen.
- Oxygen piping concealed and not exposed to the elements, securely supported to prevent damage, and be readily accessible for inspection and replacement.
- Oxygen piped to a self-sealing duplex oxygen outlet station for the primary patient with a minimum flow rate of 100 LPM at the outlet.
- Outlets shall be adequately marked and identified and not interfere with the suction outlet.

Oxygen Pressure Regulator

The medical, oxygen pressure reducing, and regulating valve with inlet filter at the cylinder shall have line relief valve set at 200 psi maximum, and a gauge or digital monitor with a minimum range of 0 to 2,500 psi with the gauge or display scale graduated in not more than 100 PSI increments. The regulator shall be easy to connect and preset, with a locking adjustment, at 50 +/- 5 psi line pressure, permitting a minimum 100 LPM flow rate at a bottle pressure of 150 psi.

Suction Aspirator, Primary Patient

An electrically powered suction aspirator system shall be furnished with An illuminated switch and a panel mounted, labeled, quick disconnect inlet device on the EMSP panel. The electric type aspirator system shall be connected according to federal standards. The suction pump shall be located in an area that is accessible but sound and vibration insulated from the patient compartment.

1) The pump shall be vented to the vehicle's exterior.

2) A vacuum control and a shut-off valve, or combination thereof, shall be provided to adjust vacuum levels.

Specifications

Bidding On/Remarks:

- 3) A vacuum indicator gauge of 3" +/-0.5" in diameter, with numerical markers at least every 100 mm Hg and a total range of 0 to 760 mm Hg, shall be provided.
- 4) The collection bottle or bag shall be non-breakable and transparent with a minimum 1,000 ml capacity.
- 5) The minimum inside diameter for the suction tubing connectors shall be at least 1/4". The end user shall provide any suctioning catheters desired.
- 6) The suction aspirator system shall provide a minimum of 30 LPM flow at the catheter tip.

Environmental: Climatic and Noise Parameters.

- 1) Shall comply with all of the NFPA 1917, and NFPA 1901.
- 2) Air Conditioning Systems will have two separate compressors, one system for front cab of ambulance and a separate compressor for the rear patient compartment.

Standard Mandatory Miscellaneous Equipment

Each ambulance shall be equipped with, but not limited to the following:

Fire extinguishers: Two, (ABC dry chemical or carbon dioxide) minimum 5 lb. unit, in a quick-release bracket, one mounted in the driver/cab compartment or in the body reachable from outside the vehicle and one in the patient compartment.

"No Smoking Oxygen Equipped" and "Fasten Seat Belts" signs: Conspicuously placed in the cab and patient compartment.

Overhead grab rail, minimum 60" long, maximum 4" depth, on the ceiling over the primary patient. Grab rail shall be stainless steel, aluminum, or other corrosion resistant material, and have padded or curved up ends, and rounded corners. Mounting brackets shall be chromed, stainless steel, polished cast aluminum or other corrosion resistant materials. The grab rail shall be tested to 300 lbs.

Backup alert alarm, (audible warning device) activated when the vehicle is shifted into reverse. Device shall be rated (SAE) for 97 dB-a at 4'.

The ambulance shall be equipped with a BACKUP SYSTEM. This system shall include an LED digital panel color monitor with distance grid lines and mirror image capability, and be able to view at 130 degree imaging.

The backup system will also have a 50 foot infra-red night vision, and be completely weather proof with a shock resistant rating of 20G vibration and 100G shock rating. This system will be seamlessly integrated into the vehicle dash, to be activated when the vehicle is placed in reverse.

The ambulance shall be equipped with sensors to indicate clearance issues. These sensors will be place at the top center, top right corner, top left corner, top right rear corner, and top left rear corner of the ambulance.

The ambulance will include a full size spare tire, and an 8 ton bottle jack with sufficient clearance to be placed underneath the rear axle.

Markings, Data Plates, Warranty Notice, Etc.

Unless otherwise specified manufacturer's caution plates and identification plates shall be conspicuously installed for all equipment, etc., furnished requiring such notices.

Specifications

Bidding On/Remarks:

Other than the manufacturer's trademark(s) names, no other identification than the authoritatively specified shall be shown on exterior of the vehicle.

The ambulance/vehicle manufacturer's "Star-of-Life" certification (4.3) shall be provided on a placard or label in accord with 3.17, permanently affixed and easily visible in the ambulance oxygen compartment.

All ambulances shall display a decal or sticker providing at least the following information: contract number; purchaser order number; date of delivery, month and year; and the warranty time, in months and miles (GSA Form 1398 or equal). Apply this data to the right or left front door lock face or door jam after final inspection and acceptance by the purchaser.

Manuals, and Handbook of Instructions

The dealer shall furnish with each ambulance, at the time of ambulance's acceptance, NFPA 1917, and NFPA 1901. This reference handbook shall provide instructions for the operation, care, and repair for all ambulance related accessory, component equipment, and system(s) furnished as part of the emergency medical care vehicle.

This handbook shall also contain all installation instructions, drawings, schematics wiring diagrams, illustrations, and safety precautions to insure proper management, operation and maintenance. Also, the dealer should provide manufacturer's repair manual and parts book. Bill of materials, diagnostics tools and reprogramming (electronics).

Post-Build Inspection

The Bidder/Dealer shall provide for a post build inspection of the Ambulance at the manufacturer location of completion. Transportation and accommodations will be provided by the Bidder/Dealer for two (2) Guam Fire Department personnel to make this post build inspection. This is required in order to address any issues that may need to be addressed at the manufacturer prior to shipping.

Pre-Delivery Inspection and Servicing

The dealer prior to acceptance and inspection of shall service and inspect each vehicle in accordance with the chassis manufacturer's approved pre-delivery form, and the ambulance manufacturer's pre-delivery (test, inspection, and road test) form. A signed copy of these forms (check sheets) shall be furnished with the vehicle. Servicing shall comply with ambient temperatures and conditions applicable with the route of transport to the consignee's ultimate destination.

Servicing shall include all tanks full of fuel; checking to determine satisfactory and complete operation of all mechanical and electrical features, equipment and system; elimination of rattles, noises, and squeaks; cleaning the interior and exterior. Thus the vehicle shall be delivered ready to use.

Workmanship

Vehicles shall be free from defects that may impair their serviceability or detract from appearance.

All bodies, systems, equipment, and interfaces with the chassis shall be done in accordance with the OEM Body Builders Book.

Defective components shall not be furnished. Parts, equipment, and assemblies that have been repaired or modified to overcome deficiencies shall not be furnished without the approval of the purchaser. Component parts and units shall be manufactured to definite standard dimensions with proper fits, clearances, and uniformity. General appearance of the vehicle shall not show any evidence of poor workmanship.

Specifications

Bidding On/Remarks:

The following shall be reason for rejection:

- a) Rough, sharp, or unfinished edges, burrs, seams, corners, and joints. _____
- b) Grit, seeds, orange peel, fish eyes, streaks, running, sagging, wrinkles, pin holes, craters in paint, failure to meet minimum thickness requirements and non-uniformity of specified color. _____
- c) Body panels or components that are uneven, unsealed, or contain cracks and dents. _____
- d) Misalignment of body fasteners, glass, viewing panels, light housings, other items with large or uneven gaps, spacing, etc., such as door, body panels, and hinged panels. _____
- e) Improperly fabricated and routed wiring or harness. _____
- f) Improperly supported or secured hoses, wires, wiring harnesses, mechanical controls, etc. _____
- g) Interference of chassis components, body parts, doors, etc. _____
- h) Leaks of any gas, vacuum, or fluid lines (air conditioning, coolant, oil, etc.). _____
- i) Noise, panel vibrations, etc. _____
- j) Inappropriate or incorrect use of hardware, fasteners, components, or methods of construction. _____
- k) Incomplete or improper welding, riveting, or bolting. _____
- l) Lack of uniformity and symmetry where applicable. _____

SPECIAL PROVISIONS:

Extended Service / Maintenance Agreement

All bidders shall provide Extended Service / Maintenance agreements that will commence at the end of the initial service warranty of 6 years, and will include but not limited to the following:

1) The dealer and or bidder shall provide for an on-island service center that will provide a minimum of five years of extended maintenance service for each ambulance. The service center should be the same center that will cover the warranty of the vehicle. The service will involve the entire vehicle and components except those items/devices that are mentioned allowing for a subcontractor that will provide for the service of the item/ device: _____

- 1. Two way radio _____

The service periods shall be at minimum 5,000 mile interval service period or those recommended by manufacturer/dealer. _____

Due to the nature of the vehicles mission the dealer/service rep. shall provide priority service and repair to the vehicle(s) above others. _____

All service and repair shall be done according to accepted industry standards and agreed upon time frames between the Guam Fire Department and the dealer/service rep. _____

Specifications

Bidding On/Remarks:

Any service that becomes delayed unreasonably shall be negotiated into credit For additional time in the Extended Service contract.

Any other unreasonable delay, this agency reserves the right to seek repairs and service by other means, through full compensation of the dealer/service rep.

Unreasonable delay in repair of Ambulance will be based upon circumstances involving the delay and taken into consideration by the Guam Fire Department. Any delay anticipated by the dealer/service provider must be presented in writing for documentation purposes.

If the delay is based on pending parts for repair and being that the dealer/service provider is required to maintain an inventory of parts for Ambulance repair this delay would be considered unreasonable.

Otherwise it will be considered a delay in service if the repair/service is not completed within the time frame agreed upon.

2) The bidder will provide this Agency with training to its personnel, in regards to proper operation, daily inspection, and any other matters that will allow proper care of ambulance in the maintenance of the warranty. This includes any video that can be used for training purposes.

3) The dealer/ bidder will provide this Agencies mechanics with proper training in the routine service of the vehicles and any other matters that would enable them to assist in the upkeep of the vehicle. When allowed these mechanics will seek prior approval from the contractor before conducting any type of maintenance.

4) All service provided will be carried out by a certified **ASE mechanic(s) who have the proper certifications and training in the repair and maintenance of the ambulance and all it components including the engine, drive train, transmission, etc. If the engine has special manufacturer certifications to repair and service such as the ultra-low emission engine then the mechanic must possess the proper training and certification to service and repair this engine.**

The facility where repairs and maintenance are conducted shall have all tools, diagnostic devices, etc. for the mechanic to carry out repairs and maintenance on Ambulances. **The mechanic's certification shall be provided by the bidder in the bid package.**

Bidding on:

Manufacturer: _____

Model: _____

Place of Origin: _____

Date of Delivery: _____

These specifications were developed by the staff of the Guam Fire Department and approved by: **JOEY C. SAN NICOLAS, Acting Fire Chief**

MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE AND MARKED / LABELED "TECHNICAL BID"

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	PRICE EXTENSION
1.1	Ambulance for GFD GFD as per the following Specifications provided.	2	EA.	\$_____	\$_____

MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE AND MARKED "BID COST"