# INVITATION FOR BID

ISSUING OFFICE:

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

CLAUDIA S. ACFALLE
Chief Procurement Officer

DATE ISSUED: 06/26/2018

BID INVITATION NO: **GSA-028-18**

BID FOR: **STEP DOWN HOME FACILITY LEASE**

SPECIFICATION: **SEE ATTACHED**

DESTINATION: **GUAM Behavioral health and Wellness Center**

REQUIRED DELIVERY DATE: **For a period of One (1) Year with an Option to renew for Four (4) additional years on a year to year basis or upon availability of funds.**

INSTRUCTION TO BIDDERS:

INDICATE WHETHER: ____ INDIVIDUAL ____ PARTNERSHIP ____ CORPORATION

INCORPORATED IN: _____

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) 3:00 PM. Date: 7/11/18 and shall be publicly opened. Bid submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions, and Sealed Bid Solicitation for details.

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

NAME AND ADDRESS OF BIDDER:

SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGN THIS BID:

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

ITEM NO(S). AWARDED: _____

CONTRACTING OFFICER:

CLAUDIA S. ACFALLE
Chief Procurement Officer

NAME AND ADDRESS OF CONTRACTOR:

SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGN THIS CONTRACT:

**GSA** GENERAL SERVICES AGENCY
(Ahensian Setbision Hinirat)
Government of Guam
148 Route 1 Marine Drive, Piti Guam 96915
Tel: 475-1713 * Telefax: 472-4217; 475-1716; 475-1727

Accountability * Impartiality * Competence * Openness * Value

**INVITATION FOR BID NO. : GSA-028 -18**

**DESCRIPTION:**

# Step Down Home Facility Lease
# Guam Behavioral Health and Wellness Center

**SPECIAL REMINDER TO PROSPECTIVE BIDDERS**

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

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

a. Cashier's Check or Certified Check

b. Letter of Credit

c. Surety Bond – Valid only if accompanied by:

1. Current Certificate of Authority issued by the Insurance Commissioner;
2. Power of Attorney issued by the Surety to the Resident General Agent;
3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.

(X) BROCHURES/DESCRIPTIVE LITERATURE;

(X) AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSION

a. Date of signature of the person authorized to sign the bid and the notary date must be the same.

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

(X) CURRENT BUSINESS LICENSE/CONTRACTOR'S LICENSE/SPECIALTY LICENSE IN REFERENCE TO SUPPLIES OR SERVICES FOR THIS BID

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

On this _____ day of _____, 2018, I, _____,

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

_____
Bidder Representative's Signature

DOA 132 Rev: 1/95

## *Invitation for Bid:* GSA-028-18

## Step Down Home Facility Lease
## Guam Behavioral Health and Wellness Center

### 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 **07/03/2018** close of business at 5:00pm.

## AFFIDAVIT RE ETHICAL STANDARDS

CITY OF _____ )
) ss.
ISLAND OF GUAM )

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

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

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

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

_____
NOTARY PUBLIC
My commission expires _____, _____.

## AFFIDAVIT re NO GRATUITIES or KICKBACKS

CITY OF _____ )
) ss.
ISLAND OF GUAM )

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

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

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

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

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

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

Subscribed and sworn to before me

this _____ day of _____, 201__.

_____
NOTARY PUBLIC

My commission expires _____, _____.

## Special Provisions

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

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

_____

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

Subscribed and sworn to before me

this _____ day of _____, 201__.

_____

NOTARY PUBLIC

My commission expires _____, _____.

**FORM E**

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

Procurement No: **IFB GSA - ____ - ____**

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

(1) That I am _____(the offeror, a partner of the offeror, an officer of the offeror) making the bid or proposal in the foregoing identified procurement;

(2) That I have read and understand the provisions of 5 GCA § 5801 and § 5802 which read:

**§ 5801. Wage Determination Established.**

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

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

**§ 5802. Benefits.**

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

(3) That the offeror is in full compliance with 5 GCA § 5801 and § 5802, as may be applicable to the procurement referenced herein;

(4) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor. (INSTRUCTIONS – Please attach!)

_____

Signature Date

WD 15-5693 (Rev.-6) was first posted on www.wdol.gov on 01/16/2018
**********
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|---|---|
| REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT ADMINISTRATION<br>By direction of the Secretary of Labor | U.S. DEPARTMENT OF LABOR<br>EMPLOYMENT STANDARDS |
| Daniel W. Simms Director — Division of Wage Determinations | WAGE AND HOUR DIVISION<br>WASHINGTON D.C. 20210<br>Wage Determination No.: 2015-5693<br>Revision No.: 6<br>Date Of Revision: 01/10/2018 |

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.35 for calendar year 2018 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 $10.35 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 2018. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts

States: Guam, Northern Marianas, Wake Island
Area: Guam Statewide
Northern Marianas Statewide
Wake Island Statewide

**Fringe Benefits Required Follow the Occupational Listing**

| OCCUPATION CODE - TITLE | FOOTNOTE | RATE |
|---|---|---|
| 01000 - Administrative Support And Clerical Occupations | | |
| 01011 - Accounting Clerk I | | 13.53 |
| 01012 - Accounting Clerk II | | 15.19 |
| 01013 - Accounting Clerk III | | 17.00 |
| 01020 - Administrative Assistant | | 17.67 |
| 01035 - Court Reporter | | 17.01 |
| 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 | | 11.49 |
| 01052 - Data Entry Operator II | | 12.54 |
| 01060 - Dispatcher, Motor Vehicle | | 14.37 |
| 01070 - Document Preparation Clerk | | 13.53 |
| 01090 - Duplicating Machine Operator | | 13.53 |
| 01111 - General Clerk I | | 10.29 |
| 01112 - General Clerk II | | 11.28 |
| 01113 - General Clerk III | | 12.32 |
| 01120 - Housing Referral Assistant | | 18.94 |
| 01141 - Messenger Courier | | 10.30 |
| 01191 - Order Clerk I | | 12.41 |
| 01192 - Order Clerk II | | 13.48 |
| 01261 - Personnel Assistant (Employment) I | | 15.57 |
| 01262 - Personnel Assistant (Employment) II | | 17.25 |
| 01263 - Personnel Assistant (Employment) III | | 19.22 |
| 01270 - Production Control Clerk | | 20.05 |
| 01290 - Rental Clerk | | 11.10 |
| 01300 - Scheduler, Maintenance | | 15.19 |
| 01311 - Secretary I | | 15.19 |
| 01312 - Secretary II | | 17.01 |
| 01313 - Secretary III | | 18.94 |
| 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 | | 12.77 |
| 01532 - Travel Clerk II | | 13.83 |

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|---|---|
| 01533 - Travel Clerk III | 14.78 |
| 01611 - Word Processor I | 13.48 |
| 01612 - Word Processor II | 15.13 |
| 01613 - Word Processor III | 16.92 |
| 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 | 10.13 |
| 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 | 9.45 |
| 05400 - Transmission Repair Specialist | 13.39 |
| 07000 - Food Preparation And Service Occupations | |
| 07010 - Baker | 10.47 |
| 07041 - Cook I | 10.76 |
| 07042 - Cook II | 12.49 |
| 07070 - Dishwasher | 8.78 |
| 07130 - Food Service Worker | 9.08 |
| 07210 - Meat Cutter | 11.86 |
| 07260 - Waiter/Waitress | 9.12 |
| 09000 - Furniture Maintenance And Repair Occupations | |
| 09010 - Electrostatic Spray Painter | 16.17 |
| 09040 - Furniture Handler | 9.87 |
| 09080 - Furniture Refinisher | 16.17 |
| 09090 - Furniture Refinisher Helper | 11.97 |
| 09110 - Furniture Repairer, Minor | 14.07 |
| 09130 - Upholsterer | 16.17 |
| 11000 - General Services And Support Occupations | |
| 11030 - Cleaner, Vehicles | 9.00 |
| 11060 - Elevator Operator | 9.00 |
| 11090 - Gardener | 12.32 |
| 11122 - Housekeeping Aide | 9.23 |
| 11150 - Janitor | 9.23 |
| 11210 - Laborer, Grounds Maintenance | 9.34 |
| 11240 - Maid or Houseman | 8.78 |
| 11260 - Pruner | 8.36 |
| 11270 - Tractor Operator | 11.32 |
| 11330 - Trail Maintenance Worker | 9.34 |
| 11360 - Window Cleaner | 10.31 |
| 12000 - Health Occupations | |
| 12010 - Ambulance Driver | 17.52 |
| 12011 - Breath Alcohol Technician | 17.52 |
| 12012 - Certified Occupational Therapist Assistant | 24.03 |
| 12015 - Certified Physical Therapist Assistant | 24.03 |
| 12020 - Dental Assistant | 13.38 |
| 12025 - Dental Hygienist | 32.84 |
| 12030 - EKG Technician | 23.96 |
| 12035 – Electro neuro diagnostic Technologist | 23.96 |
| 12040 - Emergency Medical Technician | 17.52 |
| 12071 - Licensed Practical Nurse I | 15.66 |
| 12072 - Licensed Practical Nurse II | 17.52 |
| 12073 - Licensed Practical Nurse III | 19.52 |
| 12100 - Medical Assistant | 11.54 |
| 12130 - Medical Laboratory Technician | 15.55 |
| 12160 - Medical Record Clerk | 12.37 |
| 12190 - Medical Record Technician | 13.84 |
| 12195 - Medical Transcriptionist | 15.66 |

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|---|---|---|
| 12210 - Nuclear Medicine Technologist | | 38.49 |
| 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 | | 17.52 |
| 12236 - Optical Technician | | 15.66 |
| 12250 - Pharmacy Technician | | 14.18 |
| 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) | | 21.69 |
| 12320 - Substance Abuse Treatment Counsellor | | 21.69 |
| 13000 - Information And Arts Occupations | | |
| 13011 - Exhibits Specialist I | | 18.12 |
| 13012 - Exhibits Specialist II | | 22.43 |
| 13013 - Exhibits Specialist III | | 27.43 |
| 13041 - Illustrator I | | 18.12 |
| 13042 - Illustrator II | | 22.43 |
| 13043 - Illustrator III | | 27.43 |
| 13047 - Librarian | | 24.84 |
| 13050 - Library Aide/Clerk | | 14.42 |
| 13054 - Library Information Technology Systems Administrator | | 22.42 |
| 13058 - Library Technician | | 15.13 |
| 13061 - Media Specialist I | | 16.18 |
| 13062 - Media Specialist II | | 18.12 |
| 13063 - Media Specialist III | | 20.19 |
| 13071 - Photographer I | | 15.51 |
| 13072 - Photographer II | | 17.33 |
| 13073 - Photographer III | | 21.48 |
| 13074 - Photographer IV | | 26.29 |
| 13075 - Photographer V | | 31.82 |
| 13090 - Technical Order Library Clerk | | 15.49 |
| 13110 - Video Teleconference Technician | | 15.62 |
| 14000 - Information Technology Occupations | | |
| 14041 - Computer Operator I | | 15.71 |
| 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 | | 15.71 |
| 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 |

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| 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 | 9.78 |
| 16030 - Counter Attendant | 9.78 |
| 16040 - Dry Cleaner | 11.30 |
| 16070 - Finisher, Flatwork, Machine | 9.78 |
| 16090 - Presser, Hand | 9.78 |
| 16110 - Presser, Machine, Dry-cleaning | 9.78 |
| 16130 - Presser, Machine, Shirts | 9.78 |
| 16160 - Presser, Machine, Wearing Apparel, Laundry | 9.78 |
| 16190 - Sewing Machine Operator | 11.94 |
| 16220 - Tailor | 12.44 |
| 16250 - Washer, Machine | 10.24 |
| 19000 - Machine Tool Operation And Repair Occupations | |
| 19010 - Machine-Tool Operator (Tool Room) | 16.17 |
| 19040 - Tool And Die Maker | 20.32 |
| 21000 - Materials Handling And Packing Occupations | |
| 21020 - Forklift Operator | 13.96 |
| 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) | 13.96 |
| 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 | 13.96 |
| 21410 - Warehouse Specialist | 13.96 |
| 23000 - Mechanics And Maintenance And Repair Occupations | |
| 23010 - Aerospace Structural Welder | 20.69 |
| 23019 - Aircraft Logs and Records Technician | 16.09 |
| 23021 - Aircraft Mechanic I | 19.70 |
| 23022 - Aircraft Mechanic II | 20.69 |
| 23023 - Aircraft Mechanic III | 21.74 |
| 23040 - Aircraft Mechanic Helper | 13.70 |
| 23050 - Aircraft, Painter | 18.50 |
| 23060 - Aircraft Servicer | 16.09 |
| 23070 - Aircraft Survival Flight Equipment Technician | 18.50 |
| 23080 - Aircraft Worker | 17.38 |
| 23091 - Aircrew Life Support Equipment (ALSE) Mechanic I | 17.38 |
| 23092 - Aircrew Life Support Equipment (ALSE) Mechanic II | 19.70 |
| 23110 - Appliance Mechanic | 16.17 |
| 23120 - Bicycle Repairer | 11.78 |
| 23125 - Cable Splicer | 18.67 |
| 23130 - Carpenter, Maintenance | 14.09 |
| 23140 - Carpet Layer | 15.12 |
| 23160 - Electrician, Maintenance | 17.68 |
| 23181 - Electronics Technician Maintenance I | 15.12 |
| 23182 - Electronics Technician Maintenance II | 16.17 |
| 23183 - Electronics Technician Maintenance III | 18.31 |
| 23260 - Fabric Worker | 14.07 |
| 23290 - Fire Alarm System Mechanic | 15.43 |
| 23310 - Fire Extinguisher Repairer | 13.03 |
| 23311 - Fuel Distribution System Mechanic | 17.22 |
| 23312 - Fuel Distribution System Operator | 13.03 |
| 23370 - General Maintenance Worker | 11.96 |
| 23380 - Ground Support Equipment Mechanic | 19.70 |
| 23381 - Ground Support Equipment Servicer | 16.09 |

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| 23382 - Ground Support Equipment Worker | 17.38 |
| 23391 - Gunsmith I | 13.03 |
| 23392 - Gunsmith II | 15.12 |
| 23393 - Gunsmith III | 17.22 |
| 23410 - Heating, Ventilation And Air-Conditioning Mechanic | 16.58 |
| 23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility) | 17.63 |
| 23430 - Heavy Equipment Mechanic | 17.27 |
| 23440 - Heavy Equipment Operator | 16.21 |
| 23460 - Instrument Mechanic | 17.22 |
| 23465 - Laboratory/Shelter Mechanic | 16.17 |
| 23470 - Laborer | 11.37 |
| 23510 - Locksmith | 16.17 |
| 23530 - Machinery Maintenance Mechanic | 19.12 |
| 23550 - Machinist, Maintenance | 17.22 |
| 23580 - Maintenance Trades Helper | 9.92 |
| 23591 - Metrology Technician I | 17.22 |
| 23592 - Metrology Technician II | 18.31 |
| 23593 - Metrology Technician III | 19.39 |
| 23640 - Millwright | 17.22 |
| 23710 - Office Appliance Repairer | 15.82 |
| 23760 - Painter, Maintenance | 13.95 |
| 23790 - Pipefitter, Maintenance | 17.47 |
| 23810 - Plumber, Maintenance | 16.40 |
| 23820 - Pneudraulic Systems Mechanic | 17.22 |
| 23850 - Rigger | 17.22 |
| 23870 - Scale Mechanic | 15.12 |
| 23890 - Sheet-Metal Worker, Maintenance | 15.28 |
| 23910 - Small Engine Mechanic | 15.12 |
| 23931 - Telecommunications Mechanic I | 19.01 |
| 23932 - Telecommunications Mechanic II | 19.76 |
| 23950 - Telephone Lineman | 18.24 |
| 23960 - Welder, Combination, Maintenance | 17.31 |
| 23965 - Well Driller | 17.22 |
| 23970 - Woodcraft Worker | 17.22 |
| 23980 - Woodworker | 13.03 |
| 24000 - Personal Needs Occupations | |
| 24550 - Case Manager | 14.15 |
| 24570 - Child Care Attendant | 10.09 |
| 24580 - Child Care Center Clerk | 12.58 |
| 24610 - Chore Aide | 13.93 |
| 24620 - Family Readiness And Support Services Coordinator | 14.15 |
| 24630 - Homemaker | 16.12 |
| 25000 - Plant And System Operations Occupations | |
| 25010 - Boiler Tender | 17.22 |
| 25040 - Sewage Plant Operator | 17.53 |
| 25070 - Stationary Engineer | 17.22 |
| 25190 - Ventilation Equipment Tender | 11.97 |
| 25210 - Water Treatment Plant Operator | 17.53 |
| 27000 - Protective Service Occupations | |
| 27004 - Alarm Monitor | 10.90 |
| 27007 - Baggage Inspector | 8.90 |
| 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 | 8.92 |
| 27102 - Guard II | 10.90 |
| 27131 - Police Officer I | 12.05 |
| 27132 - Police Officer II | 13.40 |
| 28000 - Recreation Occupations | |
| 28041 - Carnival Equipment Operator | 11.53 |
| 28042 - Carnival Equipment Repairer | 12.20 |
| 28043 - Carnival Worker | 9.03 |
| 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 | | 18.39 |
| 29020 - Hatch Tender | | 18.39 |
| 29030 - Line Handler | | 18.39 |
| 29041 - Stevedore I | | 17.14 |
| 29042 - Stevedore II | | 19.67 |
| 30000 - Technical Occupations | | |
| 30010 - Air Traffic Control Specialist, Center (HFO) | (see 2) | 37.52 |
| 30011 - Air Traffic Control Specialist, Station (HFO) | (see 2) | 25.87 |
| 30012 - Air Traffic Control Specialist, Terminal (HFO) | (see 2) | 28.49 |
| 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 | | 19.44 |
| 30362 - Paralegal/Legal Assistant II | | 23.68 |
| 30363 - Paralegal/Legal Assistant III | | 28.99 |
| 30364 - Paralegal/Legal Assistant IV | | 33.88 |
| 30375 - Petroleum Supply Specialist | | 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 | | 23.85 |
| 30492 - Unexploded Ordnance (UXO) Technician II | | 28.85 |
| 30493 - Unexploded Ordnance (UXO) Technician III | | 34.58 |
| 30494 - Unexploded (UXO) Safety Escort | | 23.85 |
| 30495 - Unexploded (UXO) Sweep Personnel | | 23.85 |
| 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 | | 28.85 |
| 31020 - Bus Aide | | 8.15 |
| 31030 - Bus Driver | | 9.69 |
| 31043 - Driver Courier | | 8.97 |
| 31260 - Parking and Lot Attendant | | 8.12 |
| 31290 - Shuttle Bus Driver | | 9.99 |

| | |
|---|---|
| 31310 - Taxi Driver | 9.18 |
| 31361 – Truck driver, Light | 9.43 |
| 31362 – Truck driver, Medium | 11.61 |
| 31363 – Truck driver, Heavy | 13.89 |
| 31364 – Truck driver, Tractor-Trailer | 13.89 |
| 99000 - Miscellaneous Occupations | |
| 99020 - Cabin Safety Specialist | 14.07 |
| 99030 - Cashier | 9.03 |
| 99050 - Desk Clerk | 9.70 |
| 99095 - Embalmer | 23.85 |
| 99130 - Flight Follower | 23.85 |
| 99251 - Laboratory Animal Caretaker I | 19.65 |
| 99252 - Laboratory Animal Caretaker II | 20.61 |
| 99260 - Marketing Analyst | 19.10 |
| 99310 - Mortician | 23.85 |
| 99410 - Pest Controller | 14.61 |
| 99510 - Photofinishing Worker | 12.53 |
| 99710 - Recycling Laborer | 11.84 |
| 99711 - Recycling Specialist | 17.90 |
| 99730 - Refuse Collector | 11.26 |
| 99810 - Sales Clerk | 9.46 |
| 99820 - School Crossing Guard | 15.82 |
| 99830 - Survey Party Chief | 21.30 |
| 99831 - Surveying Aide | 12.11 |
| 99832 - Surveying Technician | 15.74 |
| 99840 - Vending Machine Attendant | 21.42 |
| 99841 - Vending Machine Repairer | 27.06 |
| 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: $4.41 per hour or $176.40 per week or $764.40 per month

HEALTH & WELFARE EO 13706: $4.13 per hour, or $165.20 per week, or $715.87 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 4 weeks after 3 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined

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

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

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

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your
regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

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

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to
this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial

laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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

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

**Conformance Process:**
The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage
determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested
parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees
performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

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

**AFFIDAVIT re NON-COLLUSION**

CITY OF _____ )
) ss.
ISLAND OF GUAM )

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

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

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

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

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

Subscribed and sworn to before me

this _____ day of _____, 201__.

_____
NOTARY PUBLIC

My commission expires _____, _____.

# AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSION

CITY OF _____ )
) ss.
ISLAND OF GUAM )

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

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

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

| Name | Address | % of Interest |
|---|---|---|
| | | |
| | | |
| | | |
| | | |

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

| Name | Address | Compensation |
|---|---|---|
| | | |

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

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

Subscribed and sworn to before me

this _____ day of _____, 201__.

_____
NOTARY PUBLIC

My commission expires _____, _____.

# AFFIDAVIT re CONTINGENT FEES

CITY OF _____ )
) ss.
ISLAND OF GUAM )

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

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

_____

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

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

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

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

Subscribed and sworn to before me

this _____ day of _____, 201__.

_____
NOTARY PUBLIC

My commission expires _____, _____.

# GOVERNMENT OF GUAM

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

**BID BOND**

NO. _____

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

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

_____

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

Signed and sealed this _____day of _____ 201___.

_____
(PRINCIPAL) (SEAL)

_____
(WITNESS)

_____
(TITLE)

_____
(MAJOR OFFICER OF SURETY)

_____
(TITLE)

_____
(MAJOR OFFICER OF SURETY)

_____
(TITLE)

_____
(RESIDENT GENERAL AGENT)

DOA 113/Rev: 4-1-87

**INSTRUCTION TO PROVIDERS:**

NOTICE to all Insurance and Bonding Institutions:

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

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

1. Current Certificate of Authority to do business on Guam issued by the Department of Revenue and Taxation.

2. Power of Attorney issued by the Surety to the Resident General Agent.

3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.

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

# GOVERNMENT OF GUAM
# GENERAL TERMS AND CONDITIONS

## SEALED BID SOLICITATION AND AWARD

**Only those Boxes checked below are applicable to this bid.**

[ 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.

[ X ] 7. **"ALL OR NONE" BIDS:** NOTE: By checking this item, the Government is requesting all of the bid items to be bided or none at all. **The Government will not award on an itemized basis.**

[ X ] 8. **INDEPENDENT PRICE DETERMINATION:** The bidder, upon signing the Invitation for Bid, certifies that the prices in his bid were derived at without collusion, and acknowledge that collusion and anti-competitive practices are prohibited by law. Violations will be subject to the provision of Section 5651 of that of the Guam Procurement Act. Other existing civil, criminal or administrative remedies are not impaired and may be in addition to the remedies in Section 5651 of the Government code.

[ X ] 9. **BIDDER'S PRICE:** The Government will consider not more than two (2) (Basic and Alternate) item prices and the bidder shall explain fully each price if supplies, materials, equipment, and/or specified services offered comply with specifications and the products origin. Where basic or alternate bid meets the minimum required specification, cost and other factors will be considered. Failure to explain this requirement will result in rejection of the bid.

[ X ] 10. **BID ENVELOPE:** Envelope shall be sealed and marked with the bidder's name, Bid number, time, date and place of Bid Opening.

[ X ] 11. **BID GUARANTEE REQUIREMENT:** Bidder is required to submit a Bid Guarantee Bond or standby irrevocable Letter of Credit or Certified Check or Cashier's Check in the same bid envelope to be held by the Government pending award. The Bid Guarantee Bond, Letter of Credit, Certified Check or Cashier's Check must be issued by any local surety or banking institution licensed to do business on Guam and made payable to the Treasure of Guam in the amount of fifteen percent (15%) of his highest total bid offer. The Bid Bond must be submitted on Government Standard Form BB-1 (copy enclosed). Personal Checks will not be accepted as Bid Guarantee. If a successful Bidder (contractor) withdraws from the bid or fails to enter into contract within the prescribed time, such Bid guarantee will be forfeited to the Government of Guam. Bids will be disqualified if not accompanied by Bid Bond, Letter of Credit, Certified Check or Cashier's check. Bidder must include in his/her bid, valid copies of a Power of Attorney from the Surety and a Certificate of Authority from the Government of Guam to show proof that the surety company named on the bond instrument is authorized by the Government of Guam and qualified to do business on Guam. For detailed information on bonding matters, contact the Department of Revenue and Taxation. Failure to submit a valid Power of Attorney and Certificate of Authority on the surety is cause for rejection of bid. **Pursuant to 5 GCA § 5212, all competitive sealed bidding for the procurement of supplies or services exceeding $25,000.00 a 15% Bid Security of the total bid price must accompany the bid package. The bid bond, Letter of Credit, Certified Check or Cashier's Check will serve as Bid Security for this procurement.**

[ ] 12. **PERFORMANCE GUARANTEE:** Bidders who are awarded a contract under this solicitation, guarantee that goods will be delivered or required services performed within the time specified. Failure to perform the contract in a satisfactory manner may be cause for suspension or debarment from doing business with the Government of Guam. In addition, the Government will hold the Vendor liable and will enforce the requirements as set forth in Section 41 of these General Terms and Conditions.

[X ] 13. **SURETY BONDS:** Bid and Bid Bonds coverage must be signed or countersigned in Guam by a foreign or alien surety's resident general agent. The surety must be an Insurance Company, authorized by the government of Guam and qualified to do business in Guam. Bids will be disqualified if the Surety Company does not have a valid Certificate of Authority from the Government of Guam to conduct business in Guam.

[ X ] 14. **COMPETENCY OF BIDDERS:** Bids will be considered only from the such bidders who, in the opinion of the Government, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.

[ X ] 15. **DETERMINATION OF RESPONSIBILITY OF BIDDERS:** The Chief Procurement Officer reserves the right for securing from bidders information to determine whether or not they are responsible and to inspect plant site, place of business; and supplies and services as necessary to determine their responsibility in accordance with Section 15 of these General Terms and Conditions.
(2 GAR, Div. 4 § 3116)

[ X ] 16. **STANDARD FOR DETERMINATION OF LOWEST RESPONSIBLE BIDDER**:
In determining the lowest responsible offer, the Chief Procurement Officer shall be guided by the following:

a) Price of items offered.
b) The ability, capacity, and skill of the Bidder to perform.
c) Whether the Bidder can perform promptly or within the specified time.
d) The quality of performance of the Bidder with regards to awards previously made to him.
e) The previous and existing compliance by the Bidder with laws and regulations relative to procurement.
f) The sufficiency of the financial resources and ability of the Bidder to perform.
g) The ability of the bidder to provide future maintenance and services for the subject of the award.
h) The compliance with all of the conditions to the Solicitation.

[ X ] 17. **TIE BIDS**: If the bids are for the same unit price or total amount in the whole or in part, the Chief Procurement Officer will determine award based on 2 GAR, Div. 4, § 3109(o) (2) or to reject all such bids.

[ ] 18. **BRAND NAMES**: Any reference in the Solicitation to manufacturer's Brand Names and number is due to lack of a satisfactory specification of commodity description. Such preference is intended to be descriptive, but not restrictive and for the sole purpose of indicating prospective bidders a description of the article or services that will be satisfactory. Bids on comparable items will be considered provided the bidder clearly states in his bid the exact articles he is offering and how it differs from the original specification.

[ ] 19. **DESCRIPTIVE LITERATURE**: Descriptive literature(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The literature furnished must clearly identify the item(s) in the Bid. The descriptive literature is required to establish, for the purpose of evaluation and award, details of the product(s) the bidder proposes to furnish including design, materials, components, performance characteristics, methods of manufacture, construction, assembly or other characteristics which are considered appropriate. Rejection of the Bid will be required if the descriptive literature(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the descriptive literature(s) by the time specified in the Solicitation will require rejection of the bid.

[ ] 20. **SAMPLES**: Sample(s) of item(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The sample(s) should represent exactly what the bidder proposes to furnish and will be used to determine if the item(s) offered complies with the specifications. Rejection of the Bid will be required if the sample(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the sample(s) by the time specified in the Solicitation will require rejection of the Bid.

[ ] 21. **LABORATORY TEST**: Successful bidder is required to accompany delivery of his goods with a Laboratory Test Report indicating that the product he is furnishing the Government meets with the specifications. This report is on the bidder's account and must be from a certified Testing Association.

[ X ] 22. **AWARD, CANCELLATION, & REJECTION**: Award shall be made to the lowest responsible and responsive bidder, whose bid is determined to be the most advantageous to the Government, taking into consideration the evaluation factors set forth in this solicitation. No other factors or criteria shall be used in the evaluation. The right is reserved as the interest of the Government may require to waive any minor irregularity in bid received. The Chief Procurement Officer shall have the authority to award, cancel, or reject bids, in whole or in part for any one or more items if he determines it is in the public interest. Award issued to the lowest responsible bidder within the specified time for acceptance as indicated in the solicitation, results in a bidding contract without further action by either party. In case of an error in the extension of prices, unit price will govern. It is the policy of the Government to award contracts to qualified local bidders. The Government reserves the right to increase or decrease the quantity of the items for award and make additional awards for the same type items and the vendor agrees to such modifications and additional awards based on the bid prices for a period of thirty (30) days after original award. No. award shall be made under this solicitation which shall require advance payment or irrevocable letter of credit from the government (2 GAR, Div.4 §1103).

[ ] 23. **MARKING:** Each outside container shall be marked with the Purchase Order number, item number, brief item description and quantity. Letter marking shall not be less than 3/4" in height.

[ X ] 24. **SCHEDULE FOR DELIVERY**: Successful bidder shall notify the General Services Agency, Telephone Nos. 475-1707 or 475-713, at least twenty-four (24) hours before delivery of any item under this solicitation.

[ ] 25. **BILL OF SALE**: Successful supplier shall render Bills of Sale for each item delivered under this contract. Failure to comply with this requirement will result in rejection of delivery. The Bill of Sale must accompany the items delivered but will not be considered as an invoice for payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.

[ ] 26. **MANUFACTURER'S CERTIFICATE**: Successful bidder is required, upon delivery of any item under this contract, to furnish a certificate from the manufacturer indication that the goods meet the specifications. Failure to comply with this request will result in rejection of delivery payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.

[ X ] 27. **INSPECTION**: All supplies, materials, equipment, or services delivered under this contract shall be subject to the inspection and/or test conducted by the Government at destination. If in any case the supplies, materials, equipment, or services are found
to be defective in material, workmanship, performance, or otherwise do not conform with the specifications, the Government shall have the right to reject the items or require that they be corrected. The number of days required for correction will be determined by the Government.

[ ] 28. **MOTOR VEHICLE SAFETY REQUIREMENTS**: The Government will only consider Bids on motor vehicles which comply with the requirements of the National Traffic and Motor Vehicle safety Act of 1966 (Public Law 89-563) and Clean Air Act as amended (Public Law 88-206), that are applicable to Guam. Bidders shall state if the equipment offered comply with these aforementioned Federal Laws.

[ ] 29. **SAFETY INSPECTION**: All motor vehicles delivered under this contract must pass the Government of Guam Vehicle Inspection before delivery at destination.

[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.

**(c) Compliance with this Section is a condition of this Bid.**

[X] 31.**REPRESENTATION REGARDING ETHICS IN PUBLIC PROCUREMENT**: The bidder or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a Government employee to breach any of the ethical standards and represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth on Chapter 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.

[X] 32.**REPRESENTATION REGARDING CONTINGENT FEES**: The contractor represents that it has not retained a person to solicit or secure a Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business (GPR Section 11-207).

[X] 33.**EQUAL EMPLOYMENT OPPORTUNITY**: Contractors shall not discriminate against any employee or applicant of employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that employees are treated equally during employment without regards to their race, color, religion, sex, or national origin.

[X] 34.**COMPLIANCE WITH LAWS**: Bidders awarded a contract under this Solicitation shall comply with the applicable standard, provisions, and stipulations of all pertinent Federal and/or local laws, rules, and regulations relative to the performance of this contract and the furnishing of goods.

[X] 35.**CHANGE ORDER**: Any order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-03.1 of the Guam Procurement Regulations.

[ ] 36. **STOP WORK ORDER**: Any stop work order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-04.1 of the Guam Procurement Regulations.

[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 receive 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: _____

_____

_____

GOVERNMENT OF GUAM

SEALED BID SOLICITAITON 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 ate 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 contactor found in violation of this section, after notice from the Government of Guam, after notice from the contracting authority of such violation, shall within twenty-four (24) hours, take corrective action and shall report such action to the contracting authority. Failure to take corrective action with the stipulated period may result in the temporary suspension of the contract at the discretion of the Government of Guam.

19. **Policy in Favor of Service-Disabled Veteran Owned Businesses**
P.L. 31-115 (September 20, 2011) 5 GCA § 5011 and § 5012 In the procurement of any supply or service, (except for professional services), if such supply or service is offered by a Service-Disabled Veteran Owned Business "SDVOB", as defined in 5 GCA § 5012, that is at least fifty one percent (51%) owned by 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.

| Item No. | Description | Qty. | UOM | Monthly Price | Extended Price |
|---|---|---|---|---|---|
| 1.0 | Step Down Home Facility (As per Bid Specification) | 12 | Mos. | $_____ | $_____ |

The Guam Behavioral Health and Wellness Center is interested in leasing approximately 1900-2500 square feet of living area. Building shall meet the requirements of ADA and fire codes. The location should project a professional and aesthetically pleasing appearance. Building shall be highly visible and must have full adequate means of ingress or egress. Building shall be concrete and shall include typhoon protection.

| **SPECIFICATIONS:** | **Bidding on/Remarks:** |
|---|---|
| **Location:** Tamuning | _____ |
| **Type:** Single story/Level | _____ |
| **Floor Space:** 1900-2500 SF Living Area | _____ |
| Building must meet all ADA requirements (Interior & Exterior) | _____ |
| **Number of Bedrooms:** Four (4) | _____ |
| A) Closet must be without hanger bars. | _____ |
| B) Bedroom doors must have non-locking doorknobs. | _____ |
| **Number of bathrooms:** two and one half to three | _____ |
| *half bathroom must be in common Area | _____ |
| **Flooring:** Ceramic or Vinyl Tiles | _____ |
| **Typhoon Shutters:** Accordion | _____ |
| **Air-conditioning:** Split type units only (no window type) | _____ |
| **Appliances:** Refrigerator, Stove, Washer, Dryer, and Water Heater. | _____ |
| *Maintenance and repairs are the responsibility of the Landlord. | _____ |
| **Yard:** Fenced in | _____ |
| **Telephone/Cable Accessible** | _____ |
| **Must have home insurance coverage for the duration of the lease.** | _____ |
| **Emergency Disaster Plan:** Bidder shall provide an emergency disaster plan, to include, but not limited to emergency lighting, building evacuation, typhoon shutters and Bidder's emergency contact. | _____ |
| **Typhoon Condition Readiness:** Bidder shall secure the entire building. | _____ |

These specifications have been developed and approved by the staff of Guam Behavioral Health and Wellness Center and approved by: Rey M. Vega, Director

## RENTAL COST TO THE GOVERNMENT SHALL INCLUDE THE FOLLOWING:

RENTAL COST TO THE GOVERNMENT SHALL INCLUDE THE FOLLOWING:

a) **Utilities:** All costs associated with power and water supply _____

b) **Standby Generator:**
Shall have an operable standby generator with automatic transfer switch with sufficient capacity to operate the entire facility during power outages. The Bidder shall provide operations and maintenance of the generator. _____

c) **Air-Conditioning Units:**
Must have air-conditioning Units sufficient to meet office space requirement. Bidder is responsible for service maintenance of units. _____

d) **Pest Control Services:** Shall be done at least once every quarter. _____

e) **Building Maintenance:**
To include replacement of burnt out bulbs, draining of sewage, urinal backups, normal repairs, alternations/renovations/modifications, including door and window locks. _____

f) **Trash Collection:** Shall provide trash collection at least once a week. _____

g) **Grounds Maintenance:**
Including cleaning of the surrounding area of the building, such as grass cutting, trimming of plants, etc. _____

h) **Security:**
Includes cost for security alarm systems and electrical locks and codes on main and exit doorways. _____

i) **Air-Conditioning Maintenance**: Full service maintenance shall be conducted at least once a quarter. _____

j) **Additional Contract Terms:** (Attached) _____

## Contract Terms applicable to IFB

Landlord desires to lease the Land and the Building to Tenant upon the terms and conditions set forth herein, and Tenant desires to lease such Land and Building from Landlord upon the terms and conditions set forth herein.

In consideration of the premises and the terms, covenants and conditions contained herein, Landlord and Tenant agree as follows.

1. Premises: Landlord hereby leases to Tenant, and Tenant leases from Landlord, under the terms, covenants and conditions contained in Invitation for Bid: _____ this lease, the Land and the Building (collectively, the "Premises").

2. Term: The term of this lease ("Term") shall be for a **period of one (1) years, twelve (12) months period commencing on the date of execution of this lease (_____)** unless sooner terminated or extended as hereinafter provided. In accordance with the Title 5 of the Guam Code Annotated, §22401, (5 GCA §22401), this lease is at all times subject to appropriation and availability of government funds.

3. Rent:

(a) Tenant agrees to pay to Landlord a rental fee ("Rent") of _____ **(US** _____) per square foot of Floor Area, per month, for the Premises, without deduction, set-off, prior notice or demand, beginning on the lease Commencement Date and continuing on the first day of every month thereafter, during the Term of this lease. In the event the Term of this lease begins or ends on a date that is not the first day of a month, the Rent will be prorated as of that date based upon the number of days in the applicable calendar month. Payments of Rent for the initial Term will commence at the end of two months after the lease Commencement Date ("Rent Commencement Date").

(b) The parties acknowledge that Tenant may take possession of the Premises prior to Landlord's completion of the Tenant Improvements. Beginning on the Rent Commencement Date and continuing through the ninth month of the initial Term, Tenant may pay a prorated amount of Rent based upon that portion of the Premises for which Landlord has completed the Tenant Improvements and turned over possession to Tenant. Notwithstanding the foregoing, however, in no event shall such prorated Rent be less than _____ cents (US $._____) per square foot per month. Tenant shall have no such right to prorate the Rent after the ninth month of the initial Term, except as otherwise provided by this agreement.

(c) Tenant shall make all payments of Rent to Landlord or to the duly appointed agent or representative of Landlord. The procedure for Tenant's payment of Rent shall be as follows:

(i) Landlord will present an invoice for Rent for the Subsequent month on or before the fifteenth (15th) day of the preceding month.

(ii) Landlord shall receive payment of the Rent in full no later than the last day of the subsequent month, or the first day of the ensuing month.

(iii) All past due Rent and other payments shall accrue interest at the rate as allowed for by Title 5 of the Guam Code Annotated §22502, otherwise known as the Prompt Payment Act.

4. Option to Extend.

(a) Provided Tenant is not in default under this lease, Tenant may extend the term of this lease, on an annual basis, **for additional four (4) year basis upon the availability of funds with no change in monthly rate throughout the duration of the lease term.** (each, an "Extension Term"), for one year periods. Tenant shall give Landlord written notice of its intent not to extend the Term or Extension Term, as applicable, at least one hundred eighty (180) days

prior to the expiration of the prior Term or Extension Term, as applicable. If Tenant fails to give timely notice as set forth herein, the Term shall automatically be extended for an Extension Term of one (1) year.

(b) Tenant's tenancy during any Extension Term shall be upon the same terms, covenants, and conditions as provided in this lease for the initial Term; provided, however, the monthly Rent which shall be paid by Tenant to Landlord during any Extension Term may be increased at the beginning of each Extension Term as agreed to by the parties.

5. Purpose: Tenant shall use the Premises at all times solely for the purpose of office space. It shall be the obligation of Tenant to obtain any and all licenses and permits necessary for such purpose. The Premises shall be only for the actual use and occupancy by Tenant and/or other agencies of the government of Guam.

6. Assignment/Lease. Tenant shall not assign, sublet or part with possession of any of the Premises without the prior written consent of Landlord which shall not be unreasonably withheld.

7. Alterations:

(a) No alteration, addition or improvement to the Premises shall be made by Tenant without the prior written consent of Landlord which shall not be unreasonably withheld. Landlord may, without limitation condition its consent upon and may require approval by Landlord of workmanship; approval by Landlord of contractors; and performance and payment bonds if reasonable explanation is provided.

(b) Any alteration, addition or improvement made by Tenant after such consent shall be given, and any permanent fixtures installed as a part of the Premises may, at Tenant's sole option, become the property of Landlord upon the expiration or other sooner termination of this lease.

(c) Tenant shall repair and restore all damage to the Premises caused by removal of any alterations, additions, improvements or fixtures in the Premises. Tenant's obligations under this provision shall expire at the end of this lease.

(d) Landlord's consent to any Tenant alterations refers only to the conformity of such alterations to the general architectural plan for the Premises. Such alterations are not reviewed or approved for architectural, structural or engineering design, and Landlord, by reviewing and approving such alterations, assumes no liability or responsibility thereof or for any defect in any alteration constructed by Tenant or for any claims, losses, liabilities, injuries to property or persons (including, without limitation, death) resulting from Tenant's compliance with such plans or specifications or noncompliance therewith. Tenant's obligations under this provision shall expire on the expiration or termination of this lease.

8. Nuisance: Tenant shall not permit on the Premises any unlawful acts, or any condition, act or thing constituting a public or private nuisance.

9. Maintenance and Repairs: Landlord shall, at its sole cost and expense, keep and maintain the Premises and appurtenances and every part thereof in good and sanitary order, condition and repair. All normal maintenance of the Premises including, without limitation, the Building, parking area, driveways, entrances and exits, replacement of burnt out light bulbs/tubes, draining of sewage, urinal backups, normal repairs, alterations/renovations, to include door, windows and door locks will be carried out by Landlord.

Notwithstanding the foregoing, however, all damage or injury to the Building, or its fixtures, glass, appurtenances, electric wiring, and equipment caused by the abuse, carelessness, omission, neglect, improper conduct, or other cause of Tenant,

its servants, employees, agents, visitors, or licenses, shall be repaired, restored, or replaced promptly by Tenant to the satisfaction of Landlord, at Tenant's sole cost and expense.

Landlord shall have the right to temporarily close or restrict access to any of the Land and to make changes including, without limitation, changes in the location of driveways, entrances, exists, parking areas and traffic flow.

In the event that Landlord shall have to temporarily close or restrict access to any part of the premises, Landlord shall give Tenant reasonable notice, and conduct any closure or restriction of access so as to minimize any disruption to Tenant's business. If any closure is deemed by the Tenant to interfere with its generations, the Tenant shall have the right to terminate this agreement without penalty.

10. Holding Over: If Tenant shall remain in possession of the Premises after the expiration of the Term or any Extension Term of this lease, such possession shall be as a month-to-month Tenant. During such month-to-month tenancy rent shall be payable monthly under the same terms and conditions set forth in this lease for the payment of Rent, at a monthly rate equal to the Rent rate payable during the Term or last Extended Term of the lease.

11. Utilities: Landlord shall be solely liable for and shall pay for, as the same become due, all utilities including, without limitation, power (electricity) and water furnished to the Premises or used by Tenant during the hours between **7:00 am and 5:00 pm, Monday through Friday ("Business Hours")**. Notwithstanding the foregoing, however, Tenant shall be solely liable for and shall pay for (a) all utilities related to Tenant's telephone, data and communications, and (b) all other utility usage during hours outside of the Business Hours. **Landlord, at Landlord's sole expense, shall install the necessary metering system and timing device to track utility usage during Business Hours and non-Business Hours.**

**12. Condition of Premises:** Prior to the commencement of the Term of this lease, Tenant inspected the Premises, and Tenant is fully informed and aware of their condition and state of repair. Tenant hereby accepts the Premises and every part thereof "as is" in their existing condition.

**Renovation/Modifications as stated in the "Invitation for Bid _____. All renovations/modifications of the building shall be made to the satisfaction of the _____ within reason of the total square footage desired. Renovation/Modifications shall be approved and inspected by Tenant(s).**

13. Surrender of Premises: Upon the expiration or termination of this lease, Tenant shall peaceably quit and surrender the Premises in good, clean order and condition, ordinary wear and tear excepted, and shall, at its sole cost and expense, remove all its property and waste therefrom, except as otherwise provided in this lease.

Tenant shall, at its sole cost and expense, repair and restore all damage to the Premises caused by Tenant's removal of any equipment, trade fixtures and personal property. Tenant's obligation to observe or perform this obligation hereunder shall survive the expiration or other termination of this lease.

14. Liens: Tenant shall at all times keep the Premises and any portion thereof free and clear of all and any liens and encumbrances, including mechanics' and material men's liens.

15. Casualty Loss:

(a) If the Premises shall be destroyed by fire or other casualty without the fault or neglect of Tenant, its servants, employees, agents, visitors, or licensees, the damage shall be repaired by Landlord, provided such

repairs can be made within sixty (60) days under the laws and regulations of applicable governmental authorities, and provided further, such destruction results from a cause within the coverage of insurance policies Landlord shall have in effect covering the Premises and the proceeds from such insurance policies are made available to Landlord to make such repairs. Such destruction shall neither annul or void this lease, except that Tenant shall be entitled to a proportionate reduction of Rent while the repairs are being made, any such proportionate Rent reduction being based on the part of the Premises which has been destroyed and is not usable by Tenant. However, if such destruction is due to the fault or neglect of Tenant, its servants, employees, agents, visitors, or licensees, without prejudice to any other rights and remedies of Landlord and without prejudice to the rights of subrogation of Landlord's insurer, the damage may be repaired by Landlord, but in such case there shall not be apportionment or abatement of Rent. If the repairs cannot be made in the specified time or the other conditions set forth above to making said repairs have not been met, Landlord may, at Landlord's sole option, make the repairs within a reasonable time, this lease continuing in full force and effect and the Rent shall be proportionately abated except as otherwise provided herein above. In the event that Landlord does not elect to make said repairs, or the repairs cannot be made within sixty (60) days under current laws and regulations of the applicable governmental authorities, this lease may be terminated at the option of either party upon written notice to the other. Notwithstanding anything to the contrary, if the Premises are partially or totally destroyed or damaged during the last six (6) months of the term of this lease, Landlord may, at its sole option, cancel and terminate this lease as of the date of the destruction or casualty by giving written notice to Tenant of its election to terminate this lease. In the event Landlord gives the foregoing notice, Tenant may continue in occupancy of so much of the Premises as are safely habitable until the end of the current Term or Extension Term, in which case Rent shall be prorated based upon the percentage of the Premises which Tenant continues to occupy.

(b) Landlord shall be required to carry insurance on Tenant's property and shall be obligated to repair any damage thereto or replace the same, except as provided for in this agreement.

16. Eminent Domain: In the event shall all or a substantial part of the Premises shall be taken or condemned for a public or quasi-public use this lease shall terminate.

17. Indemnification, Security:

(a) Tenant hereby assumes all risk of damage to property or injury to all Persons in, or about the Premises or Building arising. Tenant shall indemnify and hold harmless Landlord from any and all demands, claims, expenses (including attorneys' fees and court costs) and liabilities for anything and everything arising from or out of the occupancy of the Premises by or under Tenant, its representatives, agents, employees, guests or invitees, and from any loss or damage arising from any fault or negligence by Tenant or any failure on Tenant's part to comply with any of the covenants, terms and conditions of this lease, including this provision.

**(b)** Landlord shall be solely responsible **for providing security alarm systems and electrical locks and codes on main and exist doorways to include twenty-four (24) hour security service to protect the Tenant's property.**

18. Subordination:

(a) This lease is subject and subordinate to all mortgages which may now or hereafter affect the Land and the Building, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self operative and no further instrument of subordination shall be necessary; however, to confirm such

subordination, Tenant shall promptly execute and deliver to Landlord or its designee any subordination certificate or document that may request.

(b) Within twenty (20) days after request therefore by Landlord, Tenant agrees to deliver in recordable form a certification or other document to any proposed mortgagee or assignee, certifying (if such be the case) that this lease is in full force and effect and that there are no defenses or offsets thereto, or stating those claimed by Tenant. Failure of Tenant to respond within said time twenty (20) days shall constitute a binding admission by Tenant that this lease is in full force and effect.

19. Inspection: Upon reasonable notice and request, Tenant shall permit their agents or representatives to enter the Premises to examine and inspect the same, during normal business hours.

20. Default: Each of the following events shall constitute a default or breach of this lease by Tenant:

(a) A violation or failure to comply with any term, condition, covenant or provision of this lease;

(b) If Tenant shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act by answer or otherwise, or shall make an assignment for the benefit of creditors;

(c) If involuntary proceedings under any bankruptcy law or insolvency act shall be instituted against Tenant, or if a receiver or trustee shall be appointed for all or substantially all of the property of Tenant, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within thirty (30) days after the institution or appointment.

21. Taxes and Assessments. Landlord shall pay any real estate taxes and assessments attributable to the Premises.

22. Attorney's Fees. In those instances where the Government Claims Act applies to a breach of this lease by the Tenant; attorney's fees and costs of the person or entity claiming against the Tenant are not recoverable.

23. Waiver. The waiver by Landlord of any default of any term, covenant, condition or provision of this lease shall not be deemed to be a waiver of any subsequent breach of the same, and shall not be deemed the waiver of any other term, covenant, condition or provision of this lease.

24. Notices. All notices to be given to the parties hereto, may be given in writing delivered to the other party at its principal place of business, in person, or by depositing the notice in the mail, postage prepaid and addressed to the appropriate party as follows:

**LANDLORD:**

TENANT: **Attn:**

25. Time is of the Essence. Time is of the essence for all provisions of this lease.

26. Binding Effect. Except as otherwise provided herein, this lease shall be binding upon and inure to the benefit of Landlord, Tenant and their respective heirs, successors and permitted assigns.

27. Interpretation and Definitions. The language in all parts of this lease shall in all cases be simply construed according to its fair meaning and not strictly for or against Landlord or Tenant. Captions of articles, sections, and paragraphs of this lease are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this lease.

28. Entire Agreement. This lease contains the entire agreement of the parties relating to the Premises, and no prior agreement or understanding pertaining to the Premises and Tenant's occupancy of the same shall be valid or of any force or effect, and this lease cannot be modified or changed except in writing, signed by the parties hereto.

29. Governing Law. This lease shall be governed by the laws of Guam.

30. Counterparts. This lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This lease may be executed by all parties on separate dates, where the latest signing date would signify the commencement of this lease agreement.