



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
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INVITATION FOR BID NO.: GSA-010-19

DESCRIPTION:

PRODUCE AND GROCERIES

SPECIAL REMINDER TO PROSPECTIVE BIDDERS

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

- (X) **BID GUARANTEE (15% of Bid Amount) May be in the form of;**
Reference #11 on the General Terms and Conditions
- a. Cashier's Check or Certified Check
 - b. Letter of Credit
 - c. Surety Bond – Valid only if accompanied by:
 - 1. Current Certificate of Authority issued by the Insurance Commissioner;
 - 2. Power of Attorney issued by the Surety to the Resident General Agent;
 - 3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.
- () **BROCHURES/DESCRIPTIVE LITERATURE;**
- (X) **AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSION**
- a. Date of signature of the person authorized to sign the bid and the notary date must be the same.
- (X) **OTHER REQUIREMENTS:**
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 _____, 2019, I, _____,

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

Bidder Representative's Signature

Invitation for Bid: GSA-010-19

PRODUCE AND GROCERIES

ACKNOWLEDGEMENT RECEIPT FORM

Please be advised that to be considered a prospective bidder you must fill out this Acknowledgement receipt form. Please submit form by Fax 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	<hr/>
Signature	<hr/>
Date	<hr/>
Time	<hr/>
Contact Number	<hr/>
Fax Number	<hr/>
Contact Person regarding IFB	<hr/>
Title	<hr/>
E-Mail Address	<hr/>
Company/Firm	<hr/>
Address	<hr/>

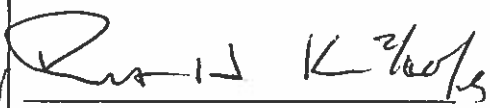
Note: GSA recommends that prospective bidders register current contact information with GSA to ensure they receive any notices regarding any changes or update to the IFB. The procuring agency and GSA will not be liable for failure to provide notice to any party who did not register current contact information.

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 **2/28/19** close of business at 5:00pm.

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: 2/20/19

BID INVITATION NO: GSA-010-19

BID FOR: PRODUCE AND GROCERIES

SPECIFICATION: SEE ATTACHED

DESTINATION: DEPARTMENT OF YOUTH AFFAIRS

REQUIRED DELIVERY DATE: 30 Days Upon Receipt of Purchase Order. For a period of one (1) year on an as needed basis upon availability of funds. This is an indefinite quantity bid.

INSTRUCTION TO BIDDERS:

INDICATE WHETHER: ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ CORPORATION

INCORPORATED IN: _____

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) 9:00 A.M. Date: 3/7/19 and shall be publicly opened. Bid submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions, and Sealed Bid Solicitation for details.

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

NAME AND ADDRESS OF BIDDER: SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS BID:

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

ITEM NO(S). AWARDED: _____

CONTRACTING OFFICER:

CLAUDIA S. ACFALLE
Chief Procurement Officer

NAME AND ADDRESS OF CONTRACTOR: SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS CONTRACT:

SPECIAL PROVISIONS

PRODUCE AND GROCERIES

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

Delivery:

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

Contract Period:

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

Additional Requirement:

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

AFFIDAVIT RE ETHICAL STANDARDS

CITY OF _____)
) ss.
 ISLAND OF GUAM)

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

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

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

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

NOTARY PUBLIC
My commission expires _____, _____.

AFFIDAVIT re NO GRATUITIES or KICKBACKS

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

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

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

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

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

Signature of one of the following:

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

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

NOTARY PUBLIC

My commission expires _____, _____.

Special Provisions

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

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

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

Date

Subscribed and sworn 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: **GSA-010-19**
MEDICATION FOR: GUAM OPIOID RESPONSE PROJECT (GORP) 2018

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

AG Procurement Form 006 (Feb. 16, 2010)

WD 15-5693 (Rev.-7) was first posted on www.wdol.gov on 08/07/2018

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION

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		3.57
01012 - Accounting Clerk II		15.23
01013 - Accounting Clerk III		17.04
01020 - Administrative Assistant		17.71
01035 - Court Reporter		17.22
01041 - Customer Service Representative I		10.89
01042 - Customer Service Representative II		12.25
01043 - Customer Service Representative III		13.37
01051 - Data Entry Operator I		12.15
01052 - Data Entry Operator II		13.25
01060 - Dispatcher, Motor Vehicle		14.37
01070 - Document Preparation Clerk		13.71
01090 - Duplicating Machine Operator		13.71
01111 - General Clerk I		10.29
01112 - General Clerk II		11.28
01113 - General Clerk III		12.32
01120 - Housing Referral Assistant		19.20
01141 - Messenger Courier		11.16
01191 - Order Clerk I		12.57
01192 - Order Clerk II		13.71
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		20.08
01290 - Rental Clerk		11.10

01300 - Scheduler, Maintenance	15.39
01311 - Secretary I	15.39
01312 - Secretary II	17.22
01313 - Secretary III	19.20
01320 - Service Order Dispatcher	12.73
01410 - Supply Technician	17.71
01420 - Survey Worker	15.26
01460 - Switchboard Operator/Receptionist	9.67
01531 - Travel Clerk I	12.77
01532 - Travel Clerk II	13.83
01533 - Travel Clerk III	14.78
01611 - Word Processor I	13.48
01612 - Word Processor II	15.13
01613 - Word Processor III	16.92
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	13.58
05010 - Automotive Electrician	13.06
05040 - Automotive Glass Installer	12.10
05070 - Automotive Worker	12.10
05110 - Mobile Equipment Servicer	10.27
05130 - Motor Equipment Metal Mechanic	13.71
05160 - Motor Equipment Metal Worker	12.10
05190 - Motor Vehicle Mechanic	13.71
05220 - Motor Vehicle Mechanic Helper	10.12
05250 - Motor Vehicle Upholstery Worker	12.10
05280 - Motor Vehicle Wrecker	12.10
05310 - Painter, Automotive	12.87
05340 - Radiator Repair Specialist	12.10
05370 - Tire Repairer	10.40
05400 - Transmission Repair Specialist	13.58
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.47
07041 - Cook I	10.88
07042 - Cook II	12.63
07070 - Dishwasher	9.04
07130 - Food Service Worker	9.31
07210 - Meat Cutter	11.86
07260 - Waiter/Waitress	9.12
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.21

09040 - Furniture Handler	9.87
09080 - Furniture Refinisher	16.21
09090 - Furniture Refinisher Helper	11.97
09110 - Furniture Repairer, Minor	14.11
09130 - Upholsterer	16.21
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.13
11060 - Elevator Operator	9.13
11090 - Gardener	12.58
11122 - Housekeeping Aide	9.23
11150 - Janitor	9.23
11210 - Laborer, Grounds Maintenance	9.50
11240 - Maid or Houseman	9.13
11260 - Pruner	8.51
11270 - Tractor Operator	11.51
11330 - Trail Maintenance Worker	9.50
11360 - Window Cleaner	10.31
12000 - Health Occupations	
12010 - Ambulance Driver	17.77
12011 - Breath Alcohol Technician	17.77
12012 - Certified Occupational Therapist Assistant	24.38
12015 - Certified Physical Therapist Assistant	24.38
12020 - Dental Assistant	14.21
12025 - Dental Hygienist	32.84
12030 - EKG Technician	23.96
12035 - Electron-euro-diagnostic Technologist	23.96
12040 - Emergency Medical Technician	17.77
12071 - Licensed Practical Nurse I	15.88
12072 - Licensed Practical Nurse II	17.77
12073 - Licensed Practical Nurse III	19.81
12100 - Medical Assistant	11.54
12130 - Medical Laboratory Technician	17.11
12160 - Medical Record Clerk	12.37
12190 - Medical Record Technician	17.77
12195 - Medical Transcriptionist	15.88
12210 - Nuclear Medicine Technologist	39.04
12221 - Nursing Assistant I	11.03
12222 - Nursing Assistant II	12.43
12223 - Nursing Assistant III	13.54
12224 - Nursing Assistant IV	15.22

12235 - Optical Dispenser	17.77
12236 - Optical Technician	15.88
12250 - Pharmacy Technician	15.49
12280 - Phlebotomist	15.22
12305 - Radiologic Technologist	22.64
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)	22.01
12320 - Substance Abuse Treatment Counselor	22.01
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.26
13012 - Exhibits Specialist II	23.86
13013 - Exhibits Specialist III	29.18
13041 - Illustrator I	19.26
13042 - Illustrator II	23.86
13043 - Illustrator III	29.18
13047 - Librarian	26.42
13050 - Library Aide/Clerk	15.33
13054 - Library Information Technology Systems Administrator	23.86
13058 - Library Technician	16.64
13061 - Media Specialist I	17.21
13062 - Media Specialist II	19.26
13063 - Media Specialist III	21.47
13071 - Photographer I	17.06
13072 - Photographer II	19.06
13073 - Photographer III	23.63
13074 - Photographer IV	28.92
13075 - Photographer V	35.00
13090 - Technical Order Library Clerk	17.04
13110 - Video Teleconference Technician	17.18
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.71
14042 - Computer Operator II	16.26
14043 - Computer Operator III	18.13
14044 - Computer Operator IV	20.14

14045 - Computer Operator V		22.31
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		20.14
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		25.10
15070 - Flight Instructor (Pilot)		33.30
15080 - Graphic Artist		20.47
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		32.74
15086 - Maintenance Test Pilot, Rotary Wing	32.74	
15088 - Non-Maintenance Test/Co-Pilot		32.74
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)		16.21

19040 - Tool And Die Maker	20.37
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.96
21030 - Material Coordinator	20.08
21040 - Material Expediter	20.08
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	14.21
21150 - Stock Clerk	19.94
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	16.21
23120 - Bicycle Repairer	12.96
23125 - Cable Splicer	19.59
23130 - Carpenter, Maintenance	14.47
23140 - Carpet Layer	15.16
23160 - Electrician, Maintenance	17.86
23181 - Electronics Technician Maintenance I	15.16
23182 - Electronics Technician Maintenance II	16.21
23183 - Electronics Technician Maintenance III	18.31
23260 - Fabric Worker	14.11
23290 - Fire Alarm System Mechanic	15.43
23310 - Fire Extinguisher Repairer	13.06
23311 - Fuel Distribution System Mechanic	17.26

23312 - Fuel Distribution System Operator	13.06
23370 - General Maintenance Worker	11.96
23380 - Ground Support Equipment Mechanic	19.70
23381 - Ground Support Equipment Servicer	16.09
23382 - Ground Support Equipment Worker	17.38
23391 - Gunsmith I	13.06
23392 - Gunsmith II	15.16
23393 - Gunsmith III	17.26
23410 - Heating, Ventilation And Air-Conditioning Mechanic	16.58
23411 - Heating, Ventilation And Air-Conditioning Mechanic (Research Facility)	17.63
23430 - Heavy Equipment Mechanic	17.39
23440 - Heavy Equipment Operator	16.21
23460 - Instrument Mechanic	17.26
23465 - Laboratory/Shelter Mechanic	16.21
23470 - Laborer	11.37
23510 - Locksmith	16.21
23530 - Machinery Maintenance Mechanic	21.03
23550 - Machinist, Maintenance	17.26
23580 - Maintenance Trades Helper	10.23
23591 - Metrology Technician I	17.26
23592 - Metrology Technician II	18.35
23593 - Metrology Technician III	19.43
23640 - Millwright	17.26
23710 - Office Appliance Repairer	16.21
23760 - Painter, Maintenance	13.95
23790 - Pipefitter, Maintenance	17.52
23810 - Plumber, Maintenance	16.45
23820 - Pneudraulic Systems Mechanic	17.26
23850 - Rigger	17.26
23870 - Scale Mechanic	15.16
23890 - Sheet-Metal Worker, Maintenance	15.37
23910 - Small Engine Mechanic	15.16
23931 - Telecommunications Mechanic I	19.01
23932 - Telecommunications Mechanic II	19.76
23950 - Telephone Lineman	18.24
23960 - Welder, Combination, Maintenance	17.82
23965 - Well Driller	17.26
23970 - Woodcraft Worker	17.26
23980 - Woodworker	13.06
24000 - Personal Needs Occupations	

24550 - Case Manager	14.16
24570 - Child Care Attendant	10.09
24580 - Child Care Center Clerk	12.58
24610 - Chore Aide	10.38
24620 - Family Readiness And Support Services Coordinator	14.16
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	17.26
25040 - Sewage Plant Operator	19.28
25070 - Stationary Engineer	17.26
25190 - Ventilation Equipment Tender	11.97
25210 - Water Treatment Plant Operator	19.28
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.90
27007 - Baggage Inspector	9.13
27008 - Corrections Officer	12.05
27010 - Court Security Officer	12.05
27030 - Detection Dog Handler	10.90
27040 - Detention Officer	12.05
27070 - Firefighter	12.05
27101 - Guard I	9.13
27102 - Guard II	10.90
27131 - Police Officer I	12.05
27132 - Police Officer II	13.40
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.37
28042 - Carnival Equipment Repairer	13.42
28043 - Carnival Worker	9.14
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	20.23
29020 - Hatch Tender	20.23
29030 - Line Handler	20.23
29041 - Stevedore I	18.85

29042 - Stevedore II		21.64
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center	(HFO) (see 2)	38.15
30011 - Air Traffic Control Specialist, Station	(HFO) (see 2)	26.30
30012 - Air Traffic Control Specialist, Terminal	(HFO) (see 2)	28.97
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		24.12
30052 - Cryogenic Technician II		26.63
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		21.78
30095 - Evidence Control Specialist		21.78
30210 - Laboratory Technician		20.74
30221 - Latent Fingerprint Technician I		24.12
30222 - Latent Fingerprint Technician II		26.63
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		26.63
30390 - Photo-Optics Technician		21.93
30395 - Radiation Control Technician		26.63
30461 - Technical Writer I		22.17
30462 - Technical Writer II		27.10
30463 - Technical Writer III		32.79
30491 - Unexploded Ordnance (UXO) Technician I		24.24
30492 - Unexploded Ordnance (UXO) Technician II		29.33

30493 - Unexploded Ordnance (UXO) Technician III		35.16
30494 - Unexploded (UXO) Safety Escort		24.24
30495 - Unexploded (UXO) Sweep Personnel		24.24
30501 - Weather Forecaster I		24.12
30502 - Weather Forecaster II		29.34
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		29.33
31020 - Bus Aide		8.15
31030 - Bus Driver		9.69
31043 - Driver Courier		8.97
31260 - Parking and Lot Attendant		8.93
31290 - Shuttle Bus Driver		9.99
31310 - Taxi Driver		9.43
31361 - Truckdriver, Light		9.78
31362 - Truckdriver, Medium		11.61
31363 - Truckdriver, Heavy		13.89
31364 - Truckdriver, Tractor-Trailer		13.89
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist		14.30
99030 - Cashier		9.12
99050 - Desk Clerk		9.70
99095 - Embalmer		24.24
99130 - Flight Follower		24.24
99251 - Laboratory Animal Caretaker I		21.62
99252 - Laboratory Animal Caretaker II		22.67
99260 - Marketing Analyst		20.09
99310 - Mortician		24.24
99410 - Pest Controller		14.61
99510 - Photofinishing Worker		12.74
99710 - Recycling Laborer		13.02
99711 - Recycling Specialist		19.69
99730 - Refuse Collector		12.39
99810 - Sales Clerk		9.46
99820 - School Crossing Guard		16.14
99830 - Survey Party Chief		21.65
99831 - Surveying Aide		12.31
99832 - Surveying Technician		16.00

99840 - Vending Machine Attendant	21.84
99841 - Vending Machine Repairer	27.71
99842 - Vending Machine Repairer Helper	21.84

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.doi.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.48 per hour or \$179.20 per week or \$776.53 per month

HEALTH & WELFARE EO 13706: \$4.18 per hour, or \$167.20 per week, or \$724.53 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 non-exempt employees. For example, if an individual employee is non-exempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate,

then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

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

**** HAZARDOUS PAY DIFFERENTIAL ****

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

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials

which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by

laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

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

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

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

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

Conformance Process:

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

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

The process for preparing a conformance request is as follows:

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

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

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

AFFIDAVIT 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]

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

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

Name	Address	<u>Compensation</u>
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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 _____)
ISLAND OF GUAM) ss.

_____[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__.

(WITNESS)

(TITLE)

(MAJOR OFFICER OF SURETY)

(TITLE)

(PRINCIPAL) (SEAL)

(MAJOR OFFICER OF SURETY)

(TITLE)

(RESIDENT GENERAL AGENT)

INSTRUCTION TO PROVIDERS:

NOTICE to all Insurance and Bonding Institutions:

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

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

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

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

**GOVERNMENT OF GUAM
GENERAL TERMS AND CONDITIONS**

SEALED BID SOLICITATION AND AWARD

Only those Boxes checked below are applicable to this bid.

- ☒ 1. **AUTHORITY:** This solicitation is issued subject to all the provision of the Guam Procurement Act (5GCA, Chapter 5) and the Guam Procurement Regulations (copies of both are available at the Office of the Complier of laws, Department of Law, copies available for inspection at General Services Agency). It requires all parties involved in the Preparation, negotiation, performance, or administration of contracts to act in good faith.
- ☒ 2. **GENERAL INTENTION:** Unless otherwise specified, it is the declared and acknowledged intention and meaning of these General Terms and conditions for the bidder to provide the Government of Guam (Government) with specified services or with materials, supplies or equipment completely assembled and ready for use.
- ☒ 3. **TAXES:** Bidders are cautioned that they are subject to Guam Income Taxes as well as all other taxes on Guam Transactions. Specific information on taxes may be obtained from the Director of Revenue and Taxation.
- ☒ 4. **LICENSING:** Bidders are cautioned that the Government will not consider for award any offer submitted by a bidder who has not complied with the Guam Licensing Law. Specific information on licenses may be obtained from the Director of Revenue and Taxation.
- ☒ 5. **LOCAL PROCUREMENT PREFERENCE:** All procurement of supplies and services where possible, will be made from among businesses licensed to do business on Guam in accordance with section 5008 of the Guam Procurement Act (5GCA, Chapter 5) and Section 1-104 of the Guam Procurement Regulations.
- ☒ 6. **COMPLIANCE WITH SPECIFICATIONS AND OTHER SOLICITATION REQUIREMENTS:**
Bidders shall comply with all specifications and other requirements of the Solicitation.
- ☐ 7. **"ALL OR NONE" BIDS: NOTE:** By checking this item, the Government is requesting all of the bid items to be bided or none at all. The Government will not award on an itemized basis.
- ☒ 8. **INDEPENDENT PRICE DETERMINATION:** The bidder, upon signing the Invitation for Bid, certifies that the prices in his bid were derived at without collusion, and acknowledge that collusion and anti-competitive practices are prohibited by law. Violations will be subject to the provision of Section 5651 of that of the Guam Procurement Act. Other existing civil, criminal or administrative remedies are not impaired and may be in addition to the remedies in Section 5651 of the Government code.
- ☒ 9. **BIDDER'S PRICE:** The Government will consider not more than two (2) (Basic and Alternate) item prices and the bidder shall explain fully each price if supplies, materials, equipment, and/or specified services offered comply with specifications and the products origin. Where basic or alternate bid meets the minimum required specification, cost and other factors will be considered. Failure to explain this requirement will result in rejection of the bid.
- ☒ 10. **BID ENVELOPE:** Envelope shall be sealed and marked with the bidder's name, Bid number, time, date and place of Bid Opening.
- ☒ 11. **BID GUARANTEE REQUIREMENT:** Bidder is required to submit a Bid Guarantee Bond or standby irrevocable Letter of Credit or Certified Check or Cashier's Check in the same bid envelope to be held by the Government pending award. The Bid Guarantee Bond, Letter of Credit, Certified Check or Cashier's Check must be issued by any local surety or banking institution licensed to do business on Guam and made payable to the Treasure of Guam in the amount of fifteen percent (15%) of his highest total bid offer. The Bid Bond must be submitted on Government Standard Form BB-1 (copy enclosed). Personal Checks will not be accepted as Bid Guarantee. If a successful Bidder (contractor) withdraws from the bid or fails to enter into contract within the prescribed time, such Bid guarantee will be forfeited to the Government of Guam. Bids will be disqualified if not accompanied by Bid Bond, Letter of Credit, Certified Check or Cashier's check. Bidder must include in his/her bid, valid copies of a Power of Attorney from the Surety and a Certificate of Authority from the Government of Guam to show proof that the surety company named on the bond instrument is authorized by the Government of Guam and qualified to do business on Guam. For detailed information on bonding matters, contact the Department of Revenue and Taxation. Failure to submit a valid Power of Attorney and Certificate of Authority on the surety is cause for rejection of bid. Pursuant to 5 GCA § 5212, all competitive sealed bidding for the procurement of supplies or services exceeding \$25,000.00 a 15% Bid Security of the total bid price must accompany the bid package. The bid bond, Letter of Credit, Certified Check or Cashier's Check will serve as Bid Security for this procurement.
- ☐ 12. **PERFORMANCE GUARANTEE:** Bidders who are awarded a contract under this solicitation, guarantee that goods will be delivered or required services performed within the time specified. Failure to perform the contract in a satisfactory manner may be cause for suspension or debarment from doing business with the Government of Guam. In addition, the Government will hold the Vendor liable and will enforce the requirements as set forth in Section 41 of these General Terms and Conditions.
- ☒ 13. **SURETY BONDS:** Bid and Bid Bonds coverage must be signed or countersigned in Guam by a foreign or alien surety's resident general agent. The surety must be an Insurance Company, authorized by the government of Guam and qualified to do business in Guam. Bids will be disqualified if the Surety Company does not have a valid Certificate of Authority from the Government of Guam to conduct business in Guam.
- ☒ 14. **COMPETENCY OF BIDDERS:** Bids will be considered only from the such bidders who, in the opinion of the Government, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.
- ☒ 15. **DETERMINATION OF RESPONSIBILITY OF BIDDERS:** The Chief Procurement Officer reserves the right for securing from bidders information to determine whether or not they are responsible and to inspect plant site, place of business; and supplies and services as necessary to determine their responsibility in accordance with Section 16 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.

[X] 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.

[X] 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.

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

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

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

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

- [X] 40. **SERVICE-DISABLED VETERAN OWNED BUSINESS PREFERENCE:** Bidding is subject to the policy in favor of Service-Disabled Veteran Owned Business as defined in 5 GCA sections 5011 and 5012.
- [X] 41. **LIQUIDATED DAMAGES:** When the contractor is given notice of delay or nonperformance as specified in Paragraph 1 (Default) of the Termination for Default Clause of this contract and fails to cure in the time specified, the contractor shall be liable for damages for delay in the amount of one-fourth of one percent (1%) of outstanding order per calendar day from date set for cure until either the territory reasonable obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contractor's delay or non-performance is excused under Paragraph 15 (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 SOLICITATION INSTRUCTIONS

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

8. **DISCOUNTS:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. Ethical Standards:

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

17. Prohibition against Contingent Fees:

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

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

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

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

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

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

SPECIFIATIONS:

DAIRY PRODUCTS:

Milk must be manufactured and produced in the US. Milk types offered must be White 1% and Fat Free Flavored. All fluid milk served must be pasteurized fluid milk which meets State and Local standards for such milk. All fluid milk must have vitamins A and D at levels specified by the Food and Drug Administration and must be consistent with State and Local standards for such milk. (Flavors: White, Chocolate, Strawberry)

ITEM NO	DESCRIPTION	QTY. / UOM		UNIT PRICE	PRICE EXTENSION
1.1	Milk, White, 2% Low Fat UHT, fresh quart size, disposable container, butter fat shall not be less than 1.99% and not more than 2.4%, must contain Vitamins A & D, Shelf Life not be less than 60 days. 12 ea per case (or equal)	84	cs	\$_____	\$_____
2.1	Milk, Chocolate, Low-Fat, fluid milk, 1% Milk Fat, 1/2 pint container, 48 per case (or equal)	2,000	cs	\$_____	\$_____
3.1	Milk, White, Low-Fat, fluid milk 1% Milk Fat, 1/2 pint container, 48 per case (or equal)	2,700	cs	\$_____	\$_____
4.1	Milk, White, Fat-Free milk, 1/2 pint container, 48 per case (or equal)	2,700	cs	\$_____	\$_____
5.1	Milk, White, Fat-Free Lactose Reduced Milk, 1/2 pint container, 48 per case (or equal)	2,700	cs	\$_____	\$_____
6.1	Milk, White, Low-Fat, fluid milk, 1% Milk Fat, Lactose Reduced Milk, 1/2 pint container, 48 per case (or equal)	2,700	cs	\$_____	\$_____
7.1	Milk, White, Fat-Free, Lactose-Free Milk, 1/2 pint container, 48 per case (or equal)	2,700	cs	\$_____	\$_____
8.1	Milk, White, Low- Fat, Lactose-Free fluid milk, 1% Milk Fat, 1/2 pint container, 48 per case (or equal)	2,700	cs	\$_____	\$_____
9.1	Milk, White, Fat-Free Buttermilk, 1/2 pint container, 48 per case (or equal)	1,350	cs	\$_____	\$_____
10.1	Milk, White, Low-Fat, fluid milk, 1% Milk Fat, Buttermilk, 1/2 pint container, 48 per case (or equal)	1,350	cs	\$_____	\$_____
11.1	Milk, White, Fat-Free, Acidified Milk, 1/2 pint container, 48 per case (or equal)	1,350	cs	\$_____	\$_____
12.1	Milk, White Low-Fat, fluid milk, 1% Milk Fat, Acidified Milk, 1/2 pint container, 48 per case (or equal)	1,350	cs	\$_____	\$_____
13.1	Milk, Soy	1,350	cs	\$_____	\$_____

Nutrient	Per Cup 8 fl oz
Calcium	276 mg.
Protein	8 g.
Vitamin A	500 IU.
Vitamin D	100 IU.
Magnesium	24 mg.
Phosphorus	222 mg.
Potassium	349 mg.
Riboflavin	0.44 mg.
Vitamin B-12	1.1 mcg.

14.1	Butter, 1 lb container, U.S. Grade, 12 per case	12	cs	\$_____	\$_____
15.1	Cheese, Sliced, Kraft, U.S. Grade, 24 per case	15	cs	\$_____	\$_____
16.1	Cheese, Shredded, Mozzarella, Kraft or Equal, U.S. Grade, 5lb package	5	cs	\$_____	\$_____
17.1	Cheese, Shredded, Cheddar, Mild, Kraft or Equal, U.S. Grade, 5lb package	5	cs	\$_____	\$_____
18.1	Cheese, Shredded, Cheddar, Jack Blend, Kraft or Kraft or Equal, U.S. Grade, 5lb package	5	cs	\$_____	\$_____
19.1	Cheese, Shredded, Taco Mix, Kraft or Equal, U.S. Grade, 5lb package	5	cs	\$_____	\$_____
20.1	Cheese, Cottage, 1 lb container, U.S. Grade, 12 per case	10	cs	\$_____	\$_____
21.1	Eggs, Large, Loose, Grade AA, Tray Pack, 20 trays per case	30	cs	\$_____	\$_____

Nutrient	Serving Size 1 Egg
Protein	6g
Iron	4%
Potassium	70mg
Vitamin D	10%
Vitamin A	6%
Vitamin B6	4%
Vitamin B12	8%
Calcium	2%
Riboflavin	15%
Folate	6%
Phosphorus	10%
Zinc	4%

22.1	Ice Cream, 5 oz cup, 12 per bag	24	cs	\$_____	\$_____
23.1	Sour Cream, 5 lb container, U.S. Grade, 5 per case	18	cs	\$_____	\$_____
24.1	Yogurt, 6 - 7 oz cup, U.S. Grade, prefer Dairy Gold Brand, passes USDOE standards	24	cs	\$_____	\$_____

Flavors: Raspberry, Peach, Strawberry Banana, Strawberry

Nutrient	Serving Size 1 container
Protein	3g
Vitamin A	10%
Calcium	15%
Vitamin D	15%
Phosphorus	10%

Assorted Groceries

25.1 Breakfast Burrito - Egg and Sausage, 6 oz., individually wrapped 5 cs \$_____ \$_____

Nutrient	Serving Size 1 Burrito
Protein	11g
Iron	10%
Vitamin A	6%
Calcium	10%
Vitamin C	2%

26.1	Graham Cracker, 14 oz., 12 box per case	5	cs	\$_____	\$_____
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Cinnamon

Nutrient	Serving Size 2 whole crackers
Protein	2g
Iron	8%

Honey

Nutrient	Serving Size 8 crackers
Protein	2g
Calcium	10%

Iron	6%
------	----

27.1	Oatmeal, Regular, 5 lb., U.S., 12 per case	15	cs	\$_____	\$_____																		
28.1	Brown Rice, Enriched w/Vitamins, 50 lb. Sack	200	sack	\$_____	\$_____																		
29.1	White Rice, Enriched w/Vitamins, 50 lb. Sack	250	sack	\$_____	\$_____																		
30.1	Mashed Potato, 13.75 oz. box, Betty Crocker or Equal, 12 per case	30	cs	\$_____	\$_____																		
31.1	Mongo Beans, 1 lb. package, 50 per case	8	cs	\$_____	\$_____																		
32.1	Taco Shells, 6.89 oz., 12 per case	8	cs	\$_____	\$_____																		
33.1	Tortilla Chips or Equal, 24 oz / 1.5 lb bag	10	cs	\$_____	\$_____																		
34.1	Blue Corn Chips or Equal, 16 oz / 1 lb bag	10	cs	\$_____	\$_____																		
35.1	Chili Con Carne, 10 lb. size can, 6 per case	24	cs	\$_____	\$_____																		
36.1	Chili W/Beans, Hot, 10 lb. size can, 6 per case	24	cs	\$_____	\$_____																		
37.1	Corned Beef Hash, 10 lb. size C35 can, U.S. Grade or Equal, 12 per case	20	cs	\$_____	\$_____																		
38.1	Corned Beef, 10 lb. size can, U.S. Grade or Equal, 12 per case	20	cs	\$_____	\$_____																		
39.1	Pork and Beans, 10 lb. size can, U.S. Grade or Equal, 24 per case	24	cs	\$_____	\$_____																		
40.1	Spam, Lite or 25% Less Salt, 24 per case	24	cs	\$_____	\$_____																		
41.1	Tuna, canned 66 per case of 12 oz can, water packed 24 per case.	24	cs	\$_____	\$_____																		
<table><tr><td>Nutrient</td><td>Serving Size 2oz</td></tr><tr><td>Protein</td><td>13g</td></tr><tr><td>Iron</td><td>4%</td></tr><tr><td>Potassium</td><td>150mg</td></tr><tr><td>Vitamin D</td><td>10%</td></tr><tr><td>Niacin</td><td>40%</td></tr><tr><td>Vitamin B6</td><td>6%</td></tr><tr><td>Vitamin B12</td><td>30%</td></tr><tr><td>Selenium</td><td>90%</td></tr></table>						Nutrient	Serving Size 2oz	Protein	13g	Iron	4%	Potassium	150mg	Vitamin D	10%	Niacin	40%	Vitamin B6	6%	Vitamin B12	30%	Selenium	90%
Nutrient	Serving Size 2oz																						
Protein	13g																						
Iron	4%																						
Potassium	150mg																						
Vitamin D	10%																						
Niacin	40%																						
Vitamin B6	6%																						
Vitamin B12	30%																						
Selenium	90%																						
42.1	Vienna Sausage, 9 oz. can	5	cs	\$_____	\$_____																		
43.1	Beans, Black	10	cs	\$_____	\$_____																		
44.1	Beans, Garbanzo	10	cs	\$_____	\$_____																		
45.1	Beans, Green, cut, 10 lb. size can, U.S. Grade A, 24 per case	15	cs	\$_____	\$_____																		
46.1	Beans, Hominy, Golden	10	cs	\$_____	\$_____																		
47.1	Beans, Hominy, White	10	cs	\$_____	\$_____																		
48.1	Beans, Lentils	10	cs	\$_____	\$_____																		
49.1	Beans, Pinto	10	cs	\$_____	\$_____																		
50.1	Beans, Kidney, 10 lb. size can, U.S. Grade A, 6 per case	15	cs	\$_____	\$_____																		
51.1	Beans, White	10	cs	\$_____	\$_____																		
52.1	Beans, Great Northern	10	cs	\$_____	\$_____																		
53.1	Corn, Whole Kernel, 10 lb. size can, U.S. Grade A, 24 per case	30	cs	\$_____	\$_____																		
54.1	Mixed Vegetables, 10 lb. size can, U.S. Grade A, 24 per case	20	cs	\$_____	\$_____																		
55.1	Mushroom, Sliced, 10 lb. size can, U.S. Grade A, 6 per case	20	cs	\$_____	\$_____																		
56.1	Olives, Pitted, 10 lb. size can, U.S. Grade A, 6 per case	12	cs	\$_____	\$_____																		

57.1	Peas, Blackeye	10	cs	\$_____	\$_____										
58.1	Peas, Chick	12	cs	\$_____	\$_____										
59.1	Peas, Sweet, 10 lb. size can, U.S. Grade A, 24 per case	24	cs	\$_____	\$_____										
60.1	Sliced Beets, 10 lb. size cans, 24 per case	4	cs	\$_____	\$_____										
61.1	Tomato Paste, 10 lb. size can, U.S. Grade A, 6 per case	12	cs	\$_____	\$_____										
	<table><tr><th>Nutrient</th><th>Serving Size 2 tbsp</th></tr><tr><td>Protein</td><td>2g</td></tr><tr><td>Vitamin C</td><td>10%</td></tr><tr><td>Vitamin A</td><td>10%</td></tr><tr><td>Iron</td><td>4%</td></tr></table>	Nutrient	Serving Size 2 tbsp	Protein	2g	Vitamin C	10%	Vitamin A	10%	Iron	4%				
Nutrient	Serving Size 2 tbsp														
Protein	2g														
Vitamin C	10%														
Vitamin A	10%														
Iron	4%														
62.1	Tomato Sauce, 10 lb. size can, U.S. Grade A, 6 per case	40	cs	\$_____	\$_____										
63.1	Tomato, Puree, 10 lb. size can, U.S. Grade A, 6 per case	12	cs	\$_____	\$_____										
64.1	Tomatoes, Whole, Peeled, 10 lb. size can, U.S. Grade A, 6 per case	24	cs	\$_____	\$_____										
65.1	Applesauce, 10 lb. size can, U.S. Grade A, 6 per case	12	cs	\$_____	\$_____										
66.1	Fruit Cocktail, 10 lb. size can, U.S. Grade B, 6 per case	24	cs	\$_____	\$_____										
67.1	Mandarin, 10 lb. size cans, 6 per case	36	cs	\$_____	\$_____										
68.1	Peaches, Sliced, 10 lb. size can, Light Syrup, U.S. Grade B, 6 per case	48	cs	\$_____	\$_____										
	<table><tr><th>Nutrient</th><th>Serving Size ½ cup</th></tr><tr><td>Vitamin C</td><td>2%</td></tr><tr><td>Vitamin A</td><td>6%</td></tr></table>	Nutrient	Serving Size ½ cup	Vitamin C	2%	Vitamin A	6%								
Nutrient	Serving Size ½ cup														
Vitamin C	2%														
Vitamin A	6%														
69.1	Pears, Halves, 10 lb. size can, Light Syrup, U.S. Grade B, 6 per case	48	cs	\$_____	\$_____										
70.1	Pineapple, Sliced, 10 lb. size can, Light Syrup, U.S. Grade A, Hawaii or Philippines or Equal, 6 per case	48	cs	\$_____	\$_____										
71.1	Chamorro Punch, 12 gal. per case	10	cs	\$_____	\$_____										
72.1	Nestea or Lipton Tea Mix	10	cs	\$_____	\$_____										
73.1	Kool Aid, Tropical Punch, 5 lb. 2.5 oz can	10	cs	\$_____	\$_____										
74.1	Juice, Apple, 100% Unsweetened, U.S. Grade A, 46 oz, 12 per case	48	cs	\$_____	\$_____										
75.1	Juice, Guava, 100% Unsweetened, U.S. Grade A, 46 oz, 12 per case	48	cs	\$_____	\$_____										
76.1	Juice, Orange, 100% Unsweetened, U.S. Grade A, 46 oz, 12 per case	48	cs	\$_____	\$_____										
77.1	Juice, Pineapple, 100% Unsweetened, U.S. Grade A, 46 oz, 12 per case	48	cs	\$_____	\$_____										
78.1	Jam or Jelly, 10 lb. size can, 6 per case	24	cs	\$_____	\$_____										
79.1	Peanut Butter, 10 lb. size can, 6 per case	24	cs	\$_____	\$_____										
80.1	Syrup, Maple (Imitation), 1gal, U.S. Grade A, 12 per case	12	cs	\$_____	\$_____										
81.1	Mayonnaise, 1gal, U.S. Gov't Standards, Standards and label shall read "Mayonnaise", 6 per case	15	cs	\$_____	\$_____										
82.1	Mustard, Prepared, 1gal, U.S. Grade A, 6 per case.	12	cs	\$_____	\$_____										
83.1	Pickle, Dill, 1gal, U.S. Grade, 6 per case	10	cs	\$_____	\$_____										
84.1	Pimentos, Whole, Red, Canned or Jar 24/48 oz per case, U.S. Grade, 24/14 oz per case	20	cs	\$_____	\$_____										

85.1	Relish, Sweet, 1gal, U.S. Grade A, 6 per case	10	cs	\$_____	\$_____
86.1	Sauerkraut, Fancy, 10 lb. size can, 6 per case	12	cs	\$_____	\$_____
87.1	Tomato, Catsup, 10 lb. size can, U.S. Grade A, 6 per case	36	cs	\$_____	\$_____
88.1	Tabasco Sauce, 16 oz per bottle, 12 per case	12	cs	\$_____	\$_____
89.1	A-1 Steak Sauce, 12 per case	10	cs	\$_____	\$_____
90.1	Barbecue Sauce, 40 oz., 12 per case	10	cs	\$_____	\$_____
91.1	Fish Sauce, 23 oz., 12 per case	2	cs	\$_____	\$_____
92.1	Nacho Cheese Sauce, 6 lb 10 oz size can	10	cs	\$_____	\$_____
93.1	Oyster Sauce, 32 oz., 12 per case	5	cs	\$_____	\$_____
94.1	Picante Sauce, Medium or Mild, Jar or Can, 38 oz / 2 lb 6 oz / 6 lb 10 oz	10	cs	\$_____	\$_____
95.1	Sweet Chili Sauce, 32 oz., 12 per case	5	cs	\$_____	\$_____
96.1	Salad Dressing, Italian, 4 per case.	10	cs	\$_____	\$_____
97.1	Salad Dressing, Ranch, 6 per case	8	cs	\$_____	\$_____
98.1	Salad Dressing, Thousand Island, 6 per case	10	cs	\$_____	\$_____
99.1	Coconut Milk, Can, 14 oz., 24 per case.	12	cs	\$_____	\$_____
100.1	Pam Non-Stick Cooking Spray, 12 per case	5	cs	\$_____	\$_____
101.1	Sesame Oil, 1gal, 4 per case	5	cs	\$_____	\$_____
102.1	Soy Sauce, 5gal, U.S., Kikkoman or Equal	15	pl	\$_____	\$_____
103.1	Vegetable Oil, Light, 35 lb. Container, (Crisco or Wesson)	15	pl	\$_____	\$_____
104.1	Vinegar, White, Distilled, 1gal, Plastic Container, U.S.	12	pl	\$_____	\$_____
105.1	Achote, Seeds (Food Coloring), 1 lb., U.S., 50 per case	12	cs	\$_____	\$_____
106.1	Basil Leaves, Dried, 5 oz., 6 per case	5	cs	\$_____	\$_____
107.1	Bay Leaves, Dried, U.S. Grade, 6 per case	5	cs	\$_____	\$_____
108.1	Oregano Leaves, Dried, 15 oz., U.S. McCormick or Equal, 6 per case	5	cs	\$_____	\$_____
109.1	Thyme Leaves, Dried, 6 oz., 12 per case	5	cs	\$_____	\$_____
110.1	Black Pepper, Ground, 1 lb. can, 12 per case	12	cs	\$_____	\$_____
111.1	Cayenne Pepper, 14 oz., 6 per case	5	cs	\$_____	\$_____
112.1	Chili Powder, Dark, 16 oz., McCormick or Equal, 24 per case	5	cs	\$_____	\$_____
113.1	Curry Powder, Seasoning, U.S. Brand, 6 per case	10	cs	\$_____	\$_____
114.1	Garlic Powder, 1 lb., Plastic Container, 12 per case	10	cs	\$_____	\$_____
115.1	Ground Cinnamon, 16 oz., U.S. McCormick or Equal	12	btl	\$_____	\$_____
116.1	Ground Cumin, 14 oz., 6 per case	5	cs	\$_____	\$_____
117.1	Ground Ginger, 16 oz., 6 per case	5	cs	\$_____	\$_____
118.1	Ground Nut Meg, 16 oz., 6 per case	5	cs	\$_____	\$_____
119.1	Lemon Powder, Yours, 48 cans per case.	5	cs	\$_____	\$_____
120.1	Paprika, 18 oz., 6 per case	5	cs	\$_____	\$_____
121.1	Red Peppers, Crushed, Hot, Chamorro, Fresh, Local, 12 per case	5	cs	\$_____	\$_____
122.1	Salt, Table, Iodize, 26 oz., U.S. Grade, 24 per case	10	cs	\$_____	\$_____
123.1	Season All, 25 oz., 6 per case	5	cs	\$_____	\$_____

124.1	Beef Base, 16 oz., 12 per case	12	cs	\$_____	\$_____
125.1	Chicken Base, 16 oz., 12 per case	12	cs	\$_____	\$_____
126.1	Kimchee Base, 15.87 oz., 48 per case	5	cs	\$_____	\$_____
127.1	Campbell's or Equal, Chicken Noodle Soup, 10 3/4 oz., 12 per case	5	cs	\$_____	\$_____
128.1	Ichiban, Noodle Soup, 21 per case	12	cs	\$_____	\$_____
129.1	Kim Chee Bowl, Noodle, 12 per case	12	cs	\$_____	\$_____
130.1	Cup-O-Noodle, Chicken	10	cs	\$_____	\$_____
131.1	Cup-O-Noodle, Beef	10	cs	\$_____	\$_____
132.1	Bean Thread Noodles, 8.8oz., 60 per case	5	cs	\$_____	\$_____
133.1	Egg Noodle, Dry 10 lb box, 24 per case	12	cs	\$_____	\$_____
134.1	Lasagna Noodles, Dry 10 lb box, 12 per case	10	cs	\$_____	\$_____
135.1	Lasagna Noodles, Extra Wide, Dry, Enriched	10	cs	\$_____	\$_____
136.1	Long Rice Noodles, Bundles of Four, 24 bundles per case	10	cs	\$_____	\$_____
137.1	Macaroni, Noodle, Dry 10 lb Box, U.S., 6 per case	10	cs	\$_____	\$_____

Spinach

Nutrient	Serving Size 2 oz
Protein	7g
Iron	10%
Thiamin	35%
Riboflavin	10%
Niacin	15%
Folic Acid	35%
Vitamin A	30%
Vitamin C	10%
Calcium	2%

138.1	Spaghetti, Noodle, Dry 10 lb Box, U.S. 8 per case	10	cs	\$_____	\$_____
139.1	Pasta, Rigatoni, Enriched	10	cs	\$_____	\$_____
140.1	Pasta, Rotini, Garden, Enriched	10	cs	\$_____	\$_____
141.1	Pasta, Rotini, Tri Color, Enriched	10	cs	\$_____	\$_____
142.1	Pasta, Ronzoni, Super Greens, Enriched w/Spinach, Zucchini, Broccoli, Parsley & Kale	10	cs	\$_____	\$_____
143.1	Pasta, Penne, Enriched	10	cs	\$_____	\$_____
144.1	Pasta, Shell, Small, Enriched	10	cs	\$_____	\$_____
145.1	Pasta, Shell, Medium, Enriched	10	cs	\$_____	\$_____
146.1	Pasta, Vermicelli, Enriched	10	cs	\$_____	\$_____
147.1	Active Yeast, 32 oz. 18 per case	2	cs	\$_____	\$_____
148.1	Baking Powder, Arm and Hammer, 5 lb., U.S., 6 per case	10	cs	\$_____	\$_____
149.1	Corn Meal, 40 oz., 12 per case	5	cs	\$_____	\$_____
150.1	Cornstarch, 1 lb. box, U.S., 24 per case	10	cs	\$_____	\$_____
151.1	Flour, 5 lb., All Purpose, Self-Rising, U.S. Grade, 8 per case	24	cs	\$_____	\$_____
152.1	Gelatin Flavored, 24 oz., Raspberry, U.S., 12 per case	12	cs	\$_____	\$_____
153.1	Gelatin Flavored, 24 oz., Strawberry, U.S., 12 per case	12	cs	\$_____	\$_____
154.1	Hershey's Cocoa Powder, 1 lb., U.S., 12 per case	12	cs	\$_____	\$_____

155.1	Cake Mix, Super Moist, Chocolate, 12 per case	5	cs	\$_____	\$_____
156.1	Cake Mix, Super Moist, Strawberry, 12 per case	5	cs	\$_____	\$_____
157.1	Cake Mix, Super Moist, Yellow, 12 per case	5	cs	\$_____	\$_____
158.1	Pancake Mix, 32 oz., just add water	12	cs	\$_____	\$_____

Buttermilk		Wheat Blends	
Nutrient	Serving Size 1/3 cup (dry)	Nutrient	Per Serving 1/3 cup (dry)
Protein	4g	Protein	4g
Iron	8%	Calcium	15%
Calcium	10%	Iron	10%
		Thiamin	15%
		Riboflavin	10%
		Niacin	15%
		Vitamin B6	15%
		Folic Acid	15%
		Vitamin B12	10%

159.1	Carnation or Equal, Evaporated Milk, Can 24/case	24	cs	\$_____	\$_____
160.1	Shortening, Crisco or Equal, U.S. Brand, 5 lb., 12 per case	5	cs	\$_____	\$_____
161.1	Vanilla Extract, 1 qt., U.S. McCormick or Equal, 6 per case	2	cs	\$_____	\$_____
162.1	Vanilla, Pudding, 10 lb. size can, U.S., 6 per case	12	cs	\$_____	\$_____
163.1	Sugar, Brown, 1 lb. box, U.S., 24 per case	10	cs	\$_____	\$_____
164.1	Sugar, Granulated, 5 lb., U.S. or Equal, 10 per case	12	cs	\$_____	\$_____
165.1	Sugar, Powder, 1 lb., U.S., 24/16oz. per case	5	cs	\$_____	\$_____

The following must meet the Whole Grain-Rich Criteria
Per 7CFR 210.10(c)(iv)(A):

“Enriched and Whole Grains. All grains must be made with enriched and whole grain meal or flour, in accordance with the most recent grains FNS guidance. Whole grain-rich products must contain at least 51 percent whole grains and the remaining grains in the product must be enriched.”

166.1	Cereal, Assorted, 1 oz., U.S. Serving, 14 per case	24	cs	\$_____	\$_____
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Trix		Cocoa Puffs		Cinnamon Toast Crunch		Frosted Cheerios	
Nutrient	Serving Size 1 pouch	Nutrient	Serving Size 1 pouch	Nutrient	Serving Size 1 pouch	Nutrient	Serving Size 1 pouch
Protein	1g	Protein	2g	Protein	2g	Protein	2g
Potassium	50mg	Potassium	85mg	Potassium	70mg	Potassium	70mg
Vitamin A	10%	Vitamin A	10%	Vitamin A	10%	Vitamin A	10%
Vitamin D	10%	Vitamin D	10%	Vitamin D	10%	Vitamin D	10%
Vitamin C	10%	Vitamin C	10%	Vitamin C	10%	Vitamin C	10%
Calcium	10%	Calcium	10%	Calcium	10%	Calcium	10%
Iron	25%	Iron	25%	Iron	30%	Iron	25%
Thiamin	25%	Thiamin	25%	Thiamin	30%	Thiamin	25%
Riboflavin	25%	Riboflavin	25%	Riboflavin	30%	Riboflavin	25%
Niacin	25%	Niacin	25%	Niacin	30%	Niacin	25%
Vitamin B6	25%	Vitamin B6	25%	Vitamin B6	30%	Vitamin B6	25%
Vitamin B12	25%	Vitamin B12	25%	Vitamin B12	30%	Vitamin B12	25%
Folic Acid	25%	Folic Acid	25%	Folic Acid	30%	Folic Acid	50%
Zinc	25%	Zinc	25%	Zinc	30%	Zinc	25%
						Phosphorus	8%
						Magnesium	6%

Honey Nut Cheerios		Lucky Charms		Golden Grahams		Cheerios	
Nutrient	Serving Size 1 pouch	Nutrient	Serving Size 1 pouch	Nutrient	Serving Size 1 pouch	Nutrient	Serving Size 1 pouch
Protein	3g	Protein	2g	Protein	2g	Protein	3g
Potassium	130mg	Potassium	65mg	Potassium	70mg	Potassium	160mg
Vitamin A	10%	Vitamin A	10%	Vitamin A	10%	Vitamin A	10%
Vitamin D	10%	Vitamin D	10%	Vitamin D	10%	Vitamin D	8%
Vitamin C	10%	Vitamin C	10%	Vitamin C	10%	Vitamin C	8%
Calcium	10%	Calcium	10%	Calcium	10%	Calcium	10%
Iron	30%	Iron	30%	Iron	30%	Iron	45%
Thiamin	30%	Thiamin	30%	Thiamin	30%	Thiamin	30%

Riboflavin	30%
Niacin	25%
Vitamin B6	30%
Vitamin B12	25%
Folic Acid	50%
Zinc	25%

Riboflavin	30%
Niacin	30%
Vitamin B6	30%
Vitamin B12	30%
Folic Acid	60%
Zinc	30%

Riboflavin	30%
Niacin	30%
Vitamin B6	30%
Vitamin B12	30%
Folic Acid	30%
Zinc	30%

Niacin	20%
Vitamin B6	25%
Vitamin B12	20%
Folic Acid	45%
Zinc	25%
Phosphorus	8%
Magnesium	8%

Cheerios	
Nutrient	Serving Size 1 container
Protein	5g
Potassium	240mg
Vitamin A	20%
Vitamin D	15%
Phosphorus	15%
Vitamin C	10%
Calcium	10%
Iron	70%
Thiamin	30%
Riboflavin	30%
Niacin	30%
Vitamin B6	30%
Vitamin B12	30%
Folic Acid	60%
Magnesium	10%
Zinc	30%

Fiber One	
Nutrient	Serving Size 1 container
Protein	4g
Potassium	300mg
Phosphorus	10%
Calcium	10%
Iron	30%
Thiamin	30%
Riboflavin	30%
Niacin	30%
Vitamin B6	30%
Vitamin B12	30%
Folic Acid	30%
Magnesium	10%
Zinc	30%

Rice Chex	
Nutrient	Serving Size 1 container
Protein	3g
Potassium	65mg
Vitamin A	15%
Vitamin D	10%
Vitamin C	10%
Calcium	15%
Iron	70%
Thiamin	30%
Riboflavin	30%
Niacin	30%
Vitamin B6	30%
Vitamin B12	30%
Folic Acid	70%
Zinc	35%

Fruit Granola	
Nutrient	Serving Size 1 container
Protein	4g
Potassium	4%
Calcium	2%
Iron	6%
1 cont w/ 2/3 cup milk	
Protein	4g
Potassium	10%
Calcium	15%
Iron	6%
Vitamin A	4%

167.1 Flour, 5 lb., **Wheat**, whole wheat from whole grain,
U.S. Grade, 8 per case

24 cs \$ _____ \$ _____

168.1 Egg Noodle, **Wheat**, Dry 10 lb box, 24 per case,
must be from whole wheat from whole grain

12 cs \$ _____ \$ _____

Nutrient	Serving Size 2 oz
Protein	8g
Iron	10%
Thiamin	30%
Riboflavin	10%
Niacin	15%
Folic Acid	30%

169.1 Lasagna Noodles, **Wheat**, Dry 10 lb box, 12 per case,
must be from whole wheat from whole grain

10 cs \$ _____ \$ _____

Nutrient	Serving Size 2oz
Protein	7g
Iron	10%
Thiamin	30%
Riboflavin	10%
Niacin	15%
Folate	30%

170.1 Macaroni, **Wheat** Noodle, Dry 10 lb box, U.S., 6 per case,
must be from whole wheat from whole grain

12 cs \$ _____ \$ _____

Nutrient	Serving Size 2 oz
Protein	7g
Iron	10%
Thiamin	30%
Riboflavin	10%
Niacin	15%
Folic Acid	30%

171.1 Spaghetti, **Wheat** Noodle, Dry 10 lb box, U.S., 8 per case,
must be from whole wheat from whole grain

24 cs \$ _____ \$ _____

172.1	Pasta, Penne, Wheat , Dry must be from whole wheat from whole grain	24 cs	\$_____	\$_____
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Nutritious Snacks

173.1	Fruit cups, Assorted Flavors, 16/Pack Box	50 box	\$_____	\$_____
174.1	Nature Valley, Crunchy Granola Bar, 24 or 30/Pack, Variety Value Pack Box	35 box	\$_____	\$_____
175.1	Kellogg’s Nutri-Grain, Soft Baked Breakfast Bars, 48ct Variety Pack Box	30 box	\$_____	\$_____
176.1	Raisins, 6 Pack/Package	50 pkg	\$_____	\$_____
177.1	Welch’s, Assorted Fruit Snacks, 36 or 40ct Value Pack	30 box	\$_____	\$_____
178.1	Mott’s, Assorted Fruit Snacks, 90ct Value Pack	20 box	\$_____	\$_____
179.1	Ritz Crackers, Individual Packs, 8/pack Box	35 box	\$_____	\$_____
180.1	Popcorn, Orville Redenbacher Smart Pop, 94% Fat Free Butter, 10/Pack Box	50 box	\$_____	\$_____
181.1	Microwavable Soup Bowls, Ready to Eat (Campbell’s/Dinty Moore or Equivalent), 7.5oz or 15.5oz, 8 or 12/Pack	50 pkg	\$_____	\$_____
182.1	Microwavable Pasta Bowls, Ready to Eat, Variety Pack, (Chef Boyardee or Equivalent), 7.25oz or 7.5oz, 8 or 12/Pack	50 pkg	\$_____	\$_____
183.1	Sunshine Cheez-It	35 box	\$_____	\$_____

Fresh Baked Goods

184.1	Bread, White, Pullman, sliced minimum 18/1 oz. slice per loaf	400 lvs	\$_____	\$_____
185.1	Bun, Hamburger, 6 buns per package, cello wrapped, minimum of 1.8 oz. per bun	275 pkg	\$_____	\$_____
186.1	Bun, Hotdog, 6 buns per package, cello wrapped, minimum of 1.4 oz. per bun	275 pkg	\$_____	\$_____
187.1	Dinner Rolls, 12 rolls per package, cello wrapped	300 pkg	\$_____	\$_____
188.1	Bagel, 8 pc, 18 oz. package	10 ea	\$_____	\$_____
189.1	Muffin, English, 6 pc, 13 oz. package	10 ea	\$_____	\$_____
190.1	Doughnuts, assorted	720 ea	\$_____	\$_____
191.1	Cake, 18" x 24"	10 ea	\$_____	\$_____
192.1	Cheese Cake w/Topping	10 ea	\$_____	\$_____
193.1	Cheese Cake, Plain	10 ea	\$_____	\$_____
194.1	Pie, Apple, 9"	10 ea	\$_____	\$_____
195.1	Pie, Chocolate, 9"	10 ea	\$_____	\$_____
196.1	Pie, Custard, 9"	10 ea	\$_____	\$_____
197.1	Pie, Pumpkin, 9"	10 ea	\$_____	\$_____

Fresh Baked Goods

The following must meet the Whole Grain-Rich Criteria Per 7CFR 210.10(c)(iv)(A):

“Enriched and Whole Grains. All grains must be made with enriched and whole grain meal or flour, in accordance with the most recent grains FNS guidance. Whole grain-rich products must contain at least 51 percent whole grains and the remaining grains in the product must be enriched.”

198.1	Bread, whole wheat from whole grain, sliced minimum 10/1 oz. slice per loaf	400 lbs	\$_____	\$_____
199.1	Bun, Hamburger, whole wheat from whole grain, 6 buns per package, cello Wrapped, minimum of 1.8 oz. per bun	275 pkg	\$_____	\$_____
200.1	Bun, Hotdog, whole wheat from whole grain, 6 buns per package, cello wrapped, minimum of 1.4 oz. per bun	275 pkg	\$_____	\$_____
201.1	Dinner Rolls, whole wheat from whole grain, 12 rolls per package, cello wrapped	300 pkg	\$_____	\$_____
202.1	Bagel, 8 pc, 18 oz. package	10 ea	\$_____	\$_____

Blueberry

Nutrient	Serving Size 1 Bagel
Protein	7g
Iron	15%
Thiamin	30%
Calcium	8%
Riboflavin	15%
Niacin	20%
Folate	25%

203.1	Muffin, English, 6 pc, 13 oz. package	10 ea	\$_____	\$_____
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Assorted Fresh Fruits

204.1	Apple, Fancy, Red, Fresh, U.S. Box or Bag	1,500 lbs	\$_____	\$_____
205.1	Bananas, Fresh Eating, Box or Bag	1,500 lbs	\$_____	\$_____
206.1	Cantaloupe, Fresh, Local or U.S.	1,500 lbs	\$_____	\$_____
207.1	Grapes, Red, Seedless, Fresh, U.S. Grade	1,000 lbs	\$_____	\$_____
208.1	Honeydew, Fresh, Local or U.S.	1,000 lbs	\$_____	\$_____
209.1	Kiwi Fruit, Fresh, U.S. Grade	200 lbs	\$_____	\$_____
210.1	Mango, Fresh, U.S. Grade	200 lbs	\$_____	\$_____
211.1	Nectarine, Fresh, U.S. Grade	200 lbs	\$_____	\$_____
212.1	Orange, Fresh, Western or Florida, U.S. Grade A	2,000 lbs	\$_____	\$_____
213.1	Peaches, Fresh, U.S. Grade	200 lbs	\$_____	\$_____
214.1	Pears, Fresh, U.S., Grade No. 1, Box or Bag	1,000 lbs	\$_____	\$_____
215.1	Pineapple, Fresh U.S. Grade	800 lbs	\$_____	\$_____
216.1	Plums, Fresh, U.S. Red. Box or Bag	200 lbs	\$_____	\$_____
217.1	Tangerine, Fresh, Local or U.S.	200 lbs	\$_____	\$_____
218.1	Watermelon, Fresh, Local or U.S.	2,000 lbs	\$_____	\$_____

Assorted Fresh Vegetables

219.1	Bean Sprouts, Fresh, US Grade	500	lbs	\$_____	\$_____
220.1	Broccoli, Fresh, US Grade	500	lbs	\$_____	\$_____
221.1	Cabbage, Green, Fresh, US Grade	500	lbs	\$_____	\$_____
222.1	Cabbage, Red, Fresh, US Grade	500	lbs	\$_____	\$_____
223.1	Carrots, Fresh, US Grade	500	lbs	\$_____	\$_____
224.1	Cauliflower, Fresh, US Grade	500	lbs	\$_____	\$_____
225.1	Celery, Fresh, US Grade	500	lbs	\$_____	\$_____
226.1	Cucumber, Fresh, US Grade	500	lbs	\$_____	\$_____
227.1	Lettuce, Green, Fresh, US Grade	500	lbs	\$_____	\$_____
228.1	Lettuce, Iceberg, Fresh, US Grade	500	lbs	\$_____	\$_____
229.1	Lettuce, Romaine, Fresh, US Grade	500	lbs	\$_____	\$_____
230.1	Peppers, Bell, Green, Fresh, US Grade	500	lbs	\$_____	\$_____
231.1	Peppers, Bell, Orange, Fresh, US Grade	500	lbs	\$_____	\$_____
232.1	Peppers, Bell, Red, Fresh, US Grade	500	lbs	\$_____	\$_____
233.1	Peppers, Bell, Yellow, Fresh, US Grade	500	lbs	\$_____	\$_____
234.1	Potato, Fresh, US Grade	500	lbs	\$_____	\$_____
235.1	Spinach, Fresh, US Grade	500	lbs	\$_____	\$_____
236.1	Tomatoes, Fresh, US Grade	500	lbs	\$_____	\$_____

Assorted Meats, Seafood & Vegetables

237.1	Bacon, Pre-cooked, 300 slices per case, U.S. Grade	500	lbs	\$_____	\$_____
238.1	Beef, Patties, U.S. Grade, 10% less fat	500	lbs	\$_____	\$_____
239.1	Chicken Patties, U.S. Grade, 10% less fat	500	lbs	\$_____	\$_____
240.1	Turkey, Roll, U.S. Grade, 10% less Fat	300	lbs	\$_____	\$_____
241.1	Sausage, Beef, Hot Link, U.S. Grade, 30% Fat Free	500	lbs	\$_____	\$_____
242.1	Sausage, Bologna, Cooked, U.S. Frozen Meat, 96% Fat Free	600	lbs	\$_____	\$_____
243.1	Sausage, Frankfurter, Frozen, U.S. Formula A1, all meat, 8" long, natural color, skinless, Huffy, Miller or Ballpark	600	lbs	\$_____	\$_____
244.1	Sausage, Pork Link, U.S. Grade, 10% less fat	600	lbs	\$_____	\$_____
245.1	Sausage, Portuguese, U.S. Grade, 10% less fat	300	lbs	\$_____	\$_____
246.1	Sausage, Salami, Cooked, U.S. Frozen Meat, 96% Fat Free	350	lbs	\$_____	\$_____
247.1	Ham, Pullman, Cooked, U.S. Grade A, 6 ea. 10 lb. can per case	200	can	\$_____	\$_____
248.1	Ham, Smoked (Cured), U.S. Grade	100	lbs	\$_____	\$_____

249.1	Beef Stew, 2 inch cubes, U.S. Grade, 10% less fat	800	lbs	\$_____	\$_____
250.1	Beef, Ground, Frozen U.S. or Foreign Commercial Grade, Not more than 24% fat contents	2,000	lbs	\$_____	\$_____
251.1	Beef, Top Round, U.S. Grade, 10% less fat	2,000	lbs	\$_____	\$_____
252.1	Beef, Top Sirloin, U.S. Grade, 10% less fat	5,000	lbs	\$_____	\$_____
253.1	Pork Butt, Trimmed, Frozen U.S. or Foreign Commercial Grade. Not more than 10% fat contents	2,000	lbs	\$_____	\$_____
254.1	Pork Chops, Center Cut, U.S. or Foreign Commercial Grade, Sliced 3 oz., Surface Fat not to exceed 1/8 inch thickness	1,500	lbs	\$_____	\$_____
255.1	Short Ribs, Beef, 1/2" thick, U.S. or Commercial Grade	2,500	lbs	\$_____	\$_____
256.1	Spare Ribs, Pork, Danish, U.S. or Foreign Commercial Grade	300	lbs	\$_____	\$_____
257.1	Chicken, Fryers, Parts, Frozen U.S. Grade A				
	A. Breasts	800	lbs	\$_____	\$_____
	B. Drumstick	1,000	lbs	\$_____	\$_____
	C. Thighs	2,000	lbs	\$_____	\$_____
	D. Wings	1,000	lbs	\$_____	\$_____

Breast / Boneless

Nutrient	Serving Size per cont. / varied
Protein	16g
Vitamin C	2%
Iron	4%

Thighs

Nutrient	Serving Size per cont. / varied
Protein	19g
Vitamin C	4%
Iron	6%
Vitamin A	4%

258.1	Turkey, Ground, U.S. Grade, 10% less fat	500	lbs	\$_____	\$_____
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Nutrient	Serving Size per cont. / varied
Protein	18g
Vitamin A	2%
Vitamin C	4%
Calcium	6%
Iron	8%

259.1	Turkey, Whole (16-20 lbs), 2 birds/40lb case	20	cs	\$_____	\$_____
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260.1	Broccoli Florets, Frozen, U.S. Grade A, 2 lb. package	500	lbs	\$_____	\$_____
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261.1	Carrots, Frozen, U.S. Grade A, 2 lb. package	500	lbs	\$_____	\$_____
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262.1	Cut Green Beans, Frozen, U.S. Grade A, 2 lb. package	500	lbs	\$_____	\$_____
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263.1	Mixed Vegetables, Frozen, U.S. Grade A, 2 lb. package	500	lbs	\$_____	\$_____
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Nutrient	Serving Size 2/3 cup
Protein	3g
Vitamin C	10%
Vitamin A	70%
Calcium	2%
Iron	4%

264.1	Peas, Frozen, U.S. Grade A, 2 lb. package	500	lbs	\$_____	\$_____
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265.1	Whole Kernel Corn, Frozen, U.S. Grade A, 2 lb. package	500	lbs	\$_____	\$_____
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Nutrient	Serving Size 2/3 cup
Protein	3g
Vitamin C	4%

266.1	Crab Meat, Sea Legs	200	lbs	\$_____	\$_____
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267.1	Fish Sticks	200	lbs	\$_____	\$_____
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268.1	Grouper	200	lbs	\$_____	\$_____
269.1	Mahi Mahi	200	lbs	\$_____	\$_____
270.1	Marlin (Blue)	200	lbs	\$_____	\$_____
271.1	Parrot Fish	200	lbs	\$_____	\$_____
272.1	Pollack Fillet, Breaded	200	lbs	\$_____	\$_____
273.1	Tuna (Yellow Fin)	200	lbs	\$_____	\$_____
274.1	Wahoo	200	lbs	\$_____	\$_____

These specifications were developed by the staff of the Department of Youth Affairs and approved by the Director.