

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

Accountability * Impartiality * Competence * Openness * Value

INVITATION FOR BID NO.: GSA-030-200

DESCRIPTION:

**NEW CURRENT 4-WHEEL DRIVE CREW CAB PICKUP TRUCK
AND 5-YEAR SERVICE/MAINTENANCE AGREEMENT**

SPECIAL REMINDER TO PROSPECTIVE BIDDERS

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

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

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

On this _____ day of _____, 2020, 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-030-20

**NEW CURRENT 4-WHEEL DRIVE CREW CAB PICKUP TRUCK
AND 5-YEAR SERVICE/MAINTENANCE AGREEMENT**

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 _____

Signature _____

Date _____

Time _____

Contact Number _____

Fax Number _____

Contact Person regarding IFB _____

Title _____

E-Mail Address _____

Company/Firm _____

Address _____

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

All questions and concerns in regards to this bid must be submitted to the General Services Agency via fax attention to the Chief Procurement Officer no later than 8/18/20 close of business at 5:00pm.

INVITATION FOR BID

ISSUING OFFICE:

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

1 *Rose H Kim 9/15/20*
CLAUDIA S. ACFALLE
Chief Procurement Officer

DATE ISSUED: August 14, 2020

BID INVITATION NO: GSA-030-20

BID FOR: **NEW CURRENT 4-WHEEL DRIVE CREW CAB PICKUP TRUCK AND 5-YEAR SERVICE/MAINTENANCE AGREEMENT**

SPECIFICATION: **SEE ATTACHED**

DESTINATION: BUREAU OF STATISTIC AND PLANS

REQUIRED DELIVERY DATE: 180 Days Upon Receipt of Purchase Order.

INSTRUCTION TO BIDDERS:

INDICATE WHETHER: INDIVIDUAL PARTNERSHIP CORPORATION

INCORPORATED IN: _____

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) 10:00 AM, Date: 8/31/20 and shall be publicly opened. Bid submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions, and Sealed Bid Solicitation for details.

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

NAME AND ADDRESS OF BIDDER:

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS BID:

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

ITEM NO(S). AWARDED: _____

CONTRACTING OFFICER:

CLAUDIA S. ACFALLE
Chief Procurement Officer

NAME AND ADDRESS OF CONTRACTOR:

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS CONTRACT:

Special Provisions

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

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

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

Subscribed and sworn before me this _____ day of _____, 202__

NOTARY PUBLIC
My commission expires, _____, _____.

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
		Wage Determination No.: 2015-5694
Daniel W. Simms Division of		Revision No.: 11
Director Wage Determinations		Date Of Last Revision: 12/23/2019

Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.80 for calendar year 2020 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 \$10.80 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 2020. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: Guam Northern Marianas Wake Island

Area: Guam Statewide
Northern Marianas Statewide
Wake Island Statewide

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.57
01012 - Accounting Clerk II		15.23
01013 - Accounting Clerk III		17.04
01020 - Administrative Assistant		19.48
01035 - Court Reporter		17.40
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		13.85
01090 - Duplicating Machine Operator		13.85
01111 - General Clerk I		10.35
01112 - General Clerk II		11.29
01113 - General Clerk III		12.68
01120 - Housing Referral Assistant		19.39
01141 - Messenger Courier		11.37
01191 - Order Clerk I		12.57
01192 - Order Clerk II		13.71
01261 - Personnel Assistant (Employment) I		15.95
01262 - Personnel Assistant (Employment) II		17.85

01263 - Personnel Assistant (Employment) III	19.89
01270 - Production Control Clerk	21.78
01290 - Rental Clerk	11.10
01300 - Scheduler Maintenance	15.55
01311 - Secretary I	15.55
01312 - Secretary II	17.40
01313 - Secretary III	19.39
01320 - Service Order Dispatcher	12.73
01410 - Supply Technician	19.48
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	14.53
01612 - Word Processor II	16.31
01613 - Word Processor III	18.26
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	11.44
05400 - Transmission Repair Specialist	13.61
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.47
07041 - Cook I	11.45
07042 - Cook II	13.33
07070 - Dishwasher	9.12
07130 - Food Service Worker	9.34
07210 - Meat Cutter	11.86
07260 - Waiter/Waitress	9.19

09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.40
09040 - Furniture Handler	9.95
09080 - Furniture Refinisher	16.40
09090 - Furniture Refinisher Helper	12.06
09110 - Furniture Repairer Minor	14.27
09130 - Upholsterer	16.40
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	9.35
11060 - Elevator Operator	9.29
11090 - Gardener	12.90
11122 - Housekeeping Aide	9.29
11150 - Janitor	9.29
11210 - Laborer Grounds Maintenance	9.74
11240 - Maid or Houseman	9.22
11260 - Pruner	8.72
11270 - Tractor Operator	11.80
11330 - Trail Maintenance Worker	9.74
11360 - Window Cleaner	10.37
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	25.10
12035 - Electroneurodiagnostic Technologist	25.10
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	12.26
12130 - Medical Laboratory Technician	18.82
12160 - Medical Record Clerk	13.61
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	22.69
12311 - Registered Nurse I	22.53
12312 - Registered Nurse II	27.56
12313 - Registered Nurse II Specialist	27.56
12314 - Registered Nurse III	33.34
12315 - Registered Nurse III Anesthetist	33.34
12316 - Registered Nurse IV	39.96
12317 - Scheduler (Drug and Alcohol Testing)	22.01
12320 - Substance Abuse Treatment Counselor	22.01
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.45
13012 - Exhibits Specialist II	24.09
13013 - Exhibits Specialist III	29.47
13041 - Illustrator I	19.45
13042 - Illustrator II	24.09
13043 - Illustrator III	29.47
13047 - Librarian	26.68
13050 - Library Aide/Clerk	15.48
13054 - Library Information Technology Systems Administrator	24.09
13058 - Library Technician	16.64
13061 - Media Specialist I	17.38
13062 - Media Specialist II	19.45
13063 - Media Specialist III	21.67
13071 - Photographer I	17.38
13072 - Photographer II	19.45
13073 - Photographer III	24.09
13074 - Photographer IV	29.47
13075 - Photographer V	35.65
13090 - Technical Order Library Clerk	18.74
13110 - Video Teleconference Technician	17.38
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.71
14042 - Computer Operator II	17.22

14043 - Computer Operator III		19.19
14044 - Computer Operator IV		21.33
14045 - Computer Operator V		23.62
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		21.33
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)		34.91
15050 - Computer Based Training Specialist / Instructor		24.23
15060 - Educational Technologist		27.61
15070 - Flight Instructor (Pilot)		34.91
15080 - Graphic Artist		20.47
15085 - Maintenance Test Pilot Fixed Jet/Prop		34.91
15086 - Maintenance Test Pilot Rotary Wing		34.91
15088 - Non-Maintenance Test/Co-Pilot		34.91
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 Drycleaning		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)	16.40
19040 - Tool And Die Maker	20.61
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.96
21030 - Material Coordinator	21.78
21040 - Material Expediter	21.78
21050 - Material Handling Laborer	11.37
21071 - Order Filler	9.66
21080 - Production Line Worker (Food Processing)	13.96
21110 - Shipping Packer	14.47
21130 - Shipping/Receiving Clerk	14.47
21140 - Store Worker I	14.48
21150 - Stock Clerk	20.34
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	16.40
23120 - Bicycle Repairer	13.17
23125 - Cable Splicer	19.59
23130 - Carpenter Maintenance	15.10
23140 - Carpet Layer	15.33
23160 - Electrician Maintenance	18.05
23181 - Electronics Technician Maintenance I	15.33
23182 - Electronics Technician Maintenance II	16.40
23183 - Electronics Technician Maintenance III	18.31
23260 - Fabric Worker	14.27
23290 - Fire Alarm System Mechanic	15.43

23310 - Fire Extinguisher Repairer	13.17
23311 - Fuel Distribution System Mechanic	17.46
23312 - Fuel Distribution System Operator	13.17
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	13.17
23392 - Gunsmith II	15.33
23393 - Gunsmith III	17.46
23410 - Heating Ventilation And Air-Conditioning Mechanic	17.16
23411 - Heating Ventilation And Air-Conditioning Mechanic (Research Facility)	18.25
23430 - Heavy Equipment Mechanic	17.64
23440 - Heavy Equipment Operator	16.26
23460 - Instrument Mechanic	17.46
23465 - Laboratory/Shelter Mechanic	16.40
23470 - Laborer	11.37
23510 - Locksmith	16.40
23530 - Machinery Maintenance Mechanic	23.13
23550 - Machinist Maintenance	17.46
23580 - Maintenance Trades Helper	10.67
23591 - Metrology Technician I	17.46
23592 - Metrology Technician II	18.56
23593 - Metrology Technician III	19.66
23640 - Millwright	17.46
23710 - Office Appliance Repairer	16.40
23760 - Painter Maintenance	13.95
23790 - Pipefitter Maintenance	17.64
23810 - Plumber Maintenance	16.57
23820 - Pneudraulic Systems Mechanic	17.46
23850 - Rigger	17.46
23870 - Scale Mechanic	15.33
23890 - Sheet-Metal Worker Maintenance	16.09
23910 - Small Engine Mechanic	15.33
23931 - Telecommunications Mechanic I	19.01
23932 - Telecommunications Mechanic II	19.76
23950 - Telephone Lineman	18.24
23960 - Welder Combination Maintenance	17.92
23965 - Well Driller	17.46
23970 - Woodcraft Worker	17.46
23980 - Woodworker	13.17

24000 - Personal Needs Occupations	
24550 - Case Manager	14.54
24570 - Child Care Attendant	10.09
24580 - Child Care Center Clerk	12.58
24610 - Chore Aide	10.56
24620 - Family Readiness And Support Services Coordinator	14.54
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	17.46
25040 - Sewage Plant Operator	19.63
25070 - Stationary Engineer	17.46
25190 - Ventilation Equipment Tender	12.06
25210 - Water Treatment Plant Operator	19.63
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.90
27007 - Baggage Inspector	9.40
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	9.40
27102 - Guard II	10.90
27131 - Police Officer I	12.05
27132 - Police Officer II	13.40
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.79
28042 - Carnival Equipment Repairer	13.97
28043 - Carnival Worker	9.45
28210 - Gate Attendant/Gate Tender	13.18
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	14.74
28510 - Recreation Aide/Health Facility Attendant	11.84
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	21.47

29020 - Hatch Tender		21.47
29030 - Line Handler		21.47
29041 - Stevedore I		19.98
29042 - Stevedore II		22.96
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist Center	(HFO) (see 2)	38.78
30011 - Air Traffic Control Specialist Station	(HFO) (see 2)	26.74
30012 - Air Traffic Control Specialist Terminal	(HFO) (see 2)	29.45
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		23.08
30051 - Cryogenic Technician I		25.57
30052 - Cryogenic Technician II		28.24
30061 - Drafter/CAD Operator I		17.49
30062 - Drafter/CAD Operator II		19.56
30063 - Drafter/CAD Operator III		20.77
30064 - Drafter/CAD Operator IV		25.57
30081 - Engineering Technician I		14.84
30082 - Engineering Technician II		16.66
30083 - Engineering Technician III		18.64
30084 - Engineering Technician IV		23.08
30085 - Engineering Technician V		28.24
30086 - Engineering Technician VI		34.16
30090 - Environmental Technician		23.08
30095 - Evidence Control Specialist		23.08
30210 - Laboratory Technician		20.77
30221 - Latent Fingerprint Technician I		25.57
30222 - Latent Fingerprint Technician II		28.24
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		28.24

30390 - Photo-Optics Technician		21.93
30395 - Radiation Control Technician		28.24
30461 - Technical Writer I		23.08
30462 - Technical Writer II		28.24
30463 - Technical Writer III		34.16
30491 - Unexploded Ordnance (UXO) Technician I		24.65
30492 - Unexploded Ordnance (UXO) Technician II		29.82
30493 - Unexploded Ordnance (UXO) Technician III		35.74
30494 - Unexploded (UXO) Safety Escort		24.65
30495 - Unexploded (UXO) Sweep Personnel		24.65
30501 - Weather Forecaster I		25.57
30502 - Weather Forecaster II		31.09
30620 - Weather Observer Combined Upper Air Or	(see 2)	20.77
Surface Programs		
30621 - Weather Observer Senior	(see 2)	23.08
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot		29.82
31020 - Bus Aide		8.15
31030 - Bus Driver		9.69
31043 - Driver Courier		9.69
31260 - Parking and Lot Attendant		9.55
31290 - Shuttle Bus Driver		10.59
31310 - Taxi Driver		9.43
31361 - Truckdriver Light		10.59
31362 - Truckdriver Medium		11.61
31363 - Truckdriver Heavy		13.92
31364 - Truckdriver Tractor-Trailer		13.92
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist		14.54
99030 - Cashier		9.33
99050 - Desk Clerk		9.70
99095 - Embalmer		24.65
99130 - Flight Follower		24.65
99251 - Laboratory Animal Caretaker I		22.25
99252 - Laboratory Animal Caretaker II		24.31
99260 - Marketing Analyst		21.54

99310 - Mortician	24.65
99410 - Pest Controller	14.61
99510 - Photofinishing Worker	12.95
99710 - Recycling Laborer	14.32
99711 - Recycling Specialist	21.66
99730 - Refuse Collector	13.63
99810 - Sales Clerk	9.66
99820 - School Crossing Guard	16.44
99830 - Survey Party Chief	22.02
99831 - Surveying Aide	12.52
99832 - Surveying Technician	16.27
99840 - Vending Machine Attendant	22.25
99841 - Vending Machine Repairer	28.30
99842 - Vending Machine Repairer Helper	22.25

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life accident and health insurance plans sick leave pension plans civic and personal leave severance pay and savings and thrift plans. Minimum employer contributions costing an average of \$4.54 per hour computed on the basis of all hours worked by service employees employed on the contract.

HEALTH & WELFARE EO 13706: Minimum employer contributions costing an average of \$4.22 per hour computed on the basis of all hours worked by service employees employed on the covered contracts. *

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

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

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day.

{A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.} (See 29 CFR 4.174)

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

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

(1) The application of systems analysis techniques and procedures including consulting with users to determine hardware software or system functional specifications;

(2) The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and related to user or system design specifications;

(3) The design documentation testing creation or modification of computer programs related to machine operating systems; or

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

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

**** HAZARDOUS PAY DIFFERENTIAL ****

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

Demilitarization modification renovation demolition and maintenance operations on sensitive ordnance explosives and incendiary materials.

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

**** UNIFORM ALLOWANCE ****

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

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

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

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

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

Conformance Process:

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

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt the Wage and Hour Division approves modifies or disapproves the action via transmittal to the agency contracting officer or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)). Information required by the Regulations must be submitted on SF-1444 or bond paper. When preparing a conformance request the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember it is not the job title but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split combine or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSION

CITY OF _____)
) ss.
 ISLAND OF GUAM)

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

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

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

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

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

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

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

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

Subscribed and sworn to before me this ____ day of _____, 202__.

 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 _____, 202__.

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 _____ 202__.

(PRINCIPAL)

(SEAL)

(WITNESS)

(TITLE)

(MAJOR OFFICER OF SURETY)

(TITLE)

(RESIDENT GENERAL AGENT)

INSTRUCTION TO PROVIDERS:

NOTICE to all Insurance and Bonding Institutions:

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

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

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

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

**GOVERNMENT OF GUAM
GENERAL TERMS AND CONDITIONS**

SEALED BID SOLICITATION AND AWARD

Only those Boxes checked below are applicable to this bid.

- [X] 1. **AUTHORITY:** This solicitation is issued subject to all the provision of the Guam Procurement Act (5GCA, Chapter 5) and the Guam Procurement Regulations (copies of both are available at the Office of the Complier of laws, Department of Law, copies available for inspection at General Services Agency). It requires all parties involved in the Preparation, negotiation, performance, or administration of contracts to act in good faith.
- [X] 2. **GENERAL INTENTION:** Unless otherwise specified, it is the declared and acknowledged intention and meaning of these General Terms and conditions for the bidder to provide the Government of Guam (Government) with specified services or with materials, supplies or equipment completely assembled and ready for use.
- [X] 3. **TAXES:** Bidders are cautioned that they are subject to Guam Income Taxes as well as all other taxes on Guam Transactions. Specific information on taxes may be obtained from the Director of Revenue and Taxation.
- [X] 4. **LICENSING:** Bidders are cautioned that the Government will not consider for award any offer submitted by a bidder who has not complied with the Guam Licensing Law. Specific information on licenses may be obtained from the Director of Revenue and Taxation.
- [X] 5. **LOCAL PROCUREMENT PREFERENCE:** All procurement of supplies and services where possible, will be made from among businesses licensed to do business on Guam in accordance with section 5008 of the Guam Procurement Act (5GCA, Chapter 5) and Section 1-104 of the Guam Procurement Regulations.
- [X] 6. **COMPLIANCE WITH SPECIFICATIONS AND OTHER SOLICITATION REQUIREMENTS:**
Bidders shall comply with all specifications and other requirements of the Solicitation.
- [X] 7. **“ALL OR NONE” BIDS:** NOTE: By checking this item, the Government is requesting all of the bid items to be bid or none at all. The Government will not award on an itemized basis.
- [X] 8. **INDEPENDENT PRICE DETERMINATION:** The bidder, upon signing the Invitation for Bid, certifies that the prices in his bid were derived at without collusion, and acknowledge that collusion and anti-competitive practices are prohibited by law. Violations will be subject to the provision of Section 5651 of that of the Guam Procurement Act. Other existing civil, criminal or administrative remedies are not impaired and may be in addition to the remedies in Section 5651 of the Government code.
- [X] 9. **BIDDER’S PRICE:** The Government will consider not more than two (2) (Basic and Alternate) item prices and the bidder shall explain fully each price if supplies, materials, equipment, and/or specified services offered comply with specifications and the products origin. Where basic or alternate bid meets the minimum required specification, cost and other factors will be considered. Failure to explain this requirement will result in rejection of the bid.
- [X] 10. **BID ENVELOPE:** Envelope shall be sealed and marked with the bidder’s name, Bid number, time, date and place of Bid Opening.
- [X] 11. **BID GUARANTEE REQUIREMENT:** Bidder is required to submit a Bid Guarantee Bond or standby irrevocable Letter of Credit or Certified Check or Cashier’s Check in the same bid envelope to be held by the Government pending award. The Bid Guarantee Bond, Letter of Credit, Certified Check or Cashier’s Check must be issued by any local surety or banking institution licensed to do business on Guam and made payable to the Treasure of Guam in the amount of fifteen percent (15%) of his highest total bid offer. The Bid Bond must be submitted on Government Standard Form BB-1 (copy enclosed). Personal Checks will not be accepted as Bid Guarantee. If a successful Bidder (contractor) withdraws from the bid or fails to enter into contract within the prescribed time, such Bid guarantee will be forfeited to the Government of Guam. Bids will be disqualified if not accompanied by Bid Bond, Letter of Credit, Certified Check or Cashier’s check. Bidder must include in his/her bid, valid copies of a Power of Attorney from the Surety and a Certificate of Authority from the Government of Guam to show proof that the surety company named on the bond instrument is authorized by the Government of Guam and qualified to do business on Guam. For detailed information on bonding matters, contact the Department of Revenue and Taxation. Failure to submit a valid Power of Attorney and Certificate of Authority on the surety is cause for rejection of bid. **Pursuant to 5 GCA § 5212, all competitive sealed bidding for the procurement of supplies or services exceeding \$25,000.00 a 15% Bid Security of the total bid price must accompany the bid package. The bid bond, Letter of Credit, Certified Check or Cashier’s Check will serve as Bid Security for this procurement.**
- [X] 12. **PERFORMANCE GUARANTEE:** Bidders who are awarded a contract under this solicitation, guarantee that goods will be delivered or required services performed within the time specified. Failure to perform the contract in a satisfactory manner may be cause for suspension or debarment from doing business with the Government of Guam. In addition, the Government will hold the Vendor liable and will enforce the requirements as set forth in Section 41 of these General Terms and Conditions.
- [X] 13. **SURETY BONDS:** Bid and Bid Bonds coverage must be signed or countersigned in Guam by a foreign or alien surety’s resident general agent. The surety must be an Insurance Company, authorized by the government of Guam and qualified to do business in Guam. Bids will be disqualified if the Surety Company does not have a valid Certificate of Authority from the Government of Guam to conduct business in Guam.
- [X] 14. **COMPETENCY OF BIDDERS:** Bids will be considered only from the such bidders who, in the opinion of the Government, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.
- [X] 15. **DETERMINATION OF RESPONSIBILITY OF BIDDERS:** The Chief Procurement Officer reserves the right for securing from bidders information to determine whether or not they are responsible and to inspect plant site, place of business; and supplies and services as necessary to determine their responsibility in accordance with Section 15 of these General Terms and Conditions. (2 GAR, Div. 4 § 3116)

[X] 16. STANDARD FOR DETERMINATION OF LOWEST RESPONSIBLE BIDDER:

In determining the lowest responsible offer, the Chief Procurement Officer shall be guided by the following:

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

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

[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.

[] 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.

[X] 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.

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

- [X] 29. **SAFETY INSPECTION:** All motor vehicles delivered under this contract must pass the Government of Guam Vehicle Inspection before delivery at destination.
- [X] 30. **GUARANTEE:**
a. Guarantee of Vehicle Type of Equipment:
 The successful bidder shall guarantee vehicular type of equipment offered against defective parts, workmanship, and performance, for a period of not less than one (1) year after date of receipt of equipment. Bidder shall also provide service to the equipment for at least one (1) year. Service to be provided shall include, but will not be limited to tune ups (change of spark plugs, contact points and condensers) and lubrication (change of engine and transmission oil). All parts and labor shall be at the expense of the bidder. All parts found defective and not caused by misuse, negligence or accident within the guarantee period shall be repaired, replaced, or adjusted within six (6) working days after notice from the Government and without cost to the Government. Vehicular type of equipment as used in this context shall include equipment used for transportation as differentiated from tractors, backhoes, etc.
- (b) Guarantee of Other Type of Equipment:**
 The successful bidder shall guarantee all other types of equipment offered, except those mentioned in 30a, above, against defective parts, workmanship, and performance for a period of not less than three (3) months after date of receipt of equipment. Bidder shall also provide service to the equipment for at least three (3) months. All parts found defective within that period shall be repaired or replaced by the Contractor without cost to the Government. Repairs, adjustments or replacements of defective parts shall be completed by the contractor within six (6) working days after notice from the Government.
- (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 nonperformance is excused under Paragraph 39 (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) Solicitation form. 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. **PRE-OPENING MODIFICATION OR WITHDRAWAL OF BIDS:** Bids may be modified or withdrawn by written notice received in the Government designated in the Invitation for Bid (IFB) prior to the due date. A telegraphic modification or withdrawal received by telephone from the receiving telegraph company office prior to the time and date of set for submission/opening will be effective if the telegraph company confirms the telephone message by sending a written copy of the telegram showing that the message was received at such office prior to the due date.
5. **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. **CANCELLATION OR REVISION OF BID:** This IFB may be canceled, or any and all bids may be rejected in whole or in part as may be pursuant to GAR § 3115, when it is in the best interest of the Government. Additionally, in accordance with GAR § 9105, if prior to award it is determined that a solicitation or proposed award of a contract is in violation of the law, then the solicitation or proposed award shall be canceled or revised to comply with the law. The reasons therefore shall be made part of the contract file.
9. **REJECTION OF BIDS:** Any bidder submitted in response to this IFB may be rejected in whole or in part with it is in the best interest of the Government, in accordance with GAR § 3115(e). Reasons for rejecting bids include but are not limited to: (1) The business that submitted the bids is non-responsive as determined under GAR § 3116; (2) The bid ultimately fails to meet the announced requirements of the Government in some material respect; or (3) The bid price is clearly unreasonable. Upon request, unsuccessful bidders shall be advised of the reasons for rejection.

When bids are rejected, or a solicitation canceled after bids are received, the bids which have been opened shall be retained in the procurement file, or if unopened, returned to the bidders upon request, or otherwise disposed of pursuant to GAR § 3115(g).

10. **TERMINATION OF CONTRACT:** 1. **TERMINATION OF CONVENIENCE PURSUANT TO GAR § 6101(10)**
- (a) Termination: The Government, when the interest of the Government so requires, may terminate this contract in whole or in part, for the Convenience of the Government. The Purchasing Agency shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.
- (b) Contractor's Obligations: The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified.
- (c) Condition of Termination: Notwithstanding the foregoing, the cessation of services for people requiring services shall be contingent upon the Government obtaining a substitute provider for the services and the contractor shall cooperate by taking all reasonable and necessary steps to ensure that services are not interrupted and transferred to the succeeding provider. The contractor shall issue a written memorandum detailing the status of the contractor's ongoing services initiating termination or any fault of either party.
11. **CONTRACT DISPUTES:** 5 GCA § 5427 is applicable to controversies between the Government and a contractor which arise under, or by virtue of, a contract between them. This includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification reformation, or rescission. The word *controversy* is meant to be broad and all-encompassing. It includes the full spectrum of disagreements from pricing of routine contract changes to claims of breach of contract.

All controversies between the Government and the contractor which arise under, or are by virtue of, this contract and which are not resolved by mutual agreement, shall be decided by the Government in writing, within 60 days after written request by the contractor for a final decision concerning the controversy; provided, however, that if the Government does not issue a written decision, within 60 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the contractor may proceed as if an adverse decision had been received.

The Government shall immediately furnish a copy of the decision to the contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt, including (1) a description of the controversy; (2) a reference to pertinent contract provisions; (3) a statement of the factual areas of agreement or disagreement; (4) a statement of the Office's decision, with supporting rationale; and a paragraph substantially as follows:

This is the final decision of the Government.
You may obtain Judicial review of this decision
by bringing an action in the Superior Court of Guam

Any such decision shall be final and conclusive, unless fraudulent, or the contractor brings an action seeking judicial review of the decision in the Superior Court of Guam. The contractor shall comply with any decision of the Government of the and proceed diligently with performance of the contract pending final resolution by the Superior Court of Guam for any controversy arising under, or by virtue of, the contract; provided the contract where the Government has made a written determination that continuation of work under the contract is essential to the public health and safety.

12. **CONTRACT REMEDIES:** Remedies pursuant to 2 GAR § 9101. Any dispute arising under or out of this contract is subject to the provisions of Chapter 9 (Legal and Contractual Remedies) of Guam Procurement Regulations (GAR chapter 9)

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

14. **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.
15. **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)).
16. **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.
17. **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 - GAR § 11170(e)
18. **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.
19. **WAGE AND BENEFIT COMPLIANCE-CONTRACTORS PROVIDING SERVICES:**
- (a) Contractor with regard to all person its employs whose purpose in whole or in part is the direct delivery of services contracted for with the Government of Guam in this procurement, shall pay such employees in accordance with the Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct deliverance of deliverables to the government of Guam. 5 GCA § 5801 Contractor shall be responsible for flowing down this obligation to its subcontractors.
- (b) The Wage Determination most recently issued by the U.S. Department of Labor at the time this Agreement was awarded to Contractor shall be used to determine wages and benefits which shall be paid to employees pursuant to this clause. 5 GCA § 5801
- (c) Should any contract contain a renewal clause, then at the time of renewal adjustments there shall be stipulations contained in that contract for applying the Wage Determination, so that the Wage Determination promulgated by the U.S Department of Labor on a date most recent to the renewal date shall apply. 5 GCA § 5801
- (d) In addition to the Wage Determination detailed above, health and similar benefits for employees having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor shall apply. Contractor shall pay a minimum of ten (10) paid holidays per annum per employee. 5 GCA § 5802
- Any violation of Contractor or its subcontractors obligations of this section shall be investigated by the Guam Department of Labor and may include a monetary penalty assessment by the Guam Department of Labor of no less than One Hundred Dollars (\$100.00) per day, and no more than One Thousand Dollars (\$1,000.00) per day, until such time as a violation has been corrected, as well as the payment of all back wages and benefits due. 5 GCA § 5803
- (f) In addition to any and all other breach of contract actions the Government of Guam may have under this procurement, in the event there is a violation in the process set forth in subsection (e) above, Contractor may be placed on probationary status by the Chief Procurement Officer of the General Service Agency, or its successor, for a period of one (1) year.
- During the probationary status, a Contractor shall not be awarded any contract by any instrumentality of the Government of Guam. A Contractor who has been placed on probationary status, or has been assessed a monetary penalty pursuant to 5 G.C.A. Article 13 Title 5 may appeal such penalty or probationary status to the Superior Court of Guam. 5 GCA § 5804
- (g) Contractor along with all proposed offerors and submitter under this procurement were required to submit a Declaration of Compliance with Wage Determination laws as part of this procurement with a copy of the most recent Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor. 5 GCA §5805
- (h) The applicable USDOL Wage Determination Rate Revision (as defined by subsections (b) and (c)) is to this Agreement. Contractor agrees to provide upon written request by the Government of Guam written certification of its compliance with its obligations as part of each invoice, along with the names of any employees, their positions, and detailed wage and benefits paid in keeping with this section. Additionally upon request by Government of Guam the Contractor shall submit source documents as to those individuals provide direct services in part or whole under this Agreement and its payments to them of such wages and benefits.

20. **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. – GAR § 11103(b)
21. **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. GAR § 11108(f)
22. **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.

23. **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.
24. **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** The undersigned Bidder certifies that the bid price submitted was Independently arrived at without collusion – GAR § 3126
25. **LICENSING OR CERTIFICATE(S) OF EXEMPTIONS:** Bidders are cautioned that the Government will not consider for award any offer submitted by a bidder who cannot comply with the Guam Licensing Law. Specific information on license or exemptions may be obtained from the Director of Revenue and Taxation.
26. **EQUAL EMPLOYMENT OPPORTUNITY:** Bidder shall not discriminate against any employee or applicant for 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.
27. **DISCLOSURES OF MAJOR SHAREHOLDERS:** (5 GCA § 5233)
As a condition of submitted a bid, any partnership, sole proprietorship or corporation doing business with the Government of Guam shall submit an affidavit executed under oath that lists the name and address of any person who has held more than ten percent (10%) of the outstanding interest or shares in said month period immediately preceding submission of proposal.

INTRODUCTION

These specifications are reflective of the Guam Fire Department and its needs. Most importantly, the specifications herein stated are to maximize firefighter capabilities and minimize risk of injuries, therefore exceptions will not be acceptable. The Guam Fire Department is the primary **Fire and Emergency Services** organization on the island of Guam serving a population of over 160,000. Its primary mission is to provide quality emergency and non-emergency services to the population it serves either living, working, investing or visiting the island of Guam. This is accomplished by responding to fires, emergency medical incidents, hazardous materials incidents, and performing services to save life, property and preserve its environment. Guam's geographical location and inherent exposure to the elements of its environment include high heat temperatures, corrosion and decomposition factors, humidity and moisture. These are of some major concerns for any vehicle type to consider in the field of fire and emergency services on a Pacific island approximately 212 square miles with an elevation of 1332 feet.

INTENT OF SPECIFICATIONS

Bids are requested for **TWO (2) 4-WHEEL-DRIVE CREW CAB PICKUP TRUCKS and a minimum THREE (3) YEAR, 36,000 MILE BUMPER TO BUMPER WARRANTY, FIVE (5) YEAR, 60,000 MILE POWERTRAIN WARRANTY, AND (5) FIVE YEAR SERVICE/MAINTENANCE AGREEMENT FOR EACH.** In general, these pickup trucks shall be of a 4-door cab configuration with enclosed seating for a **MINIMUM OF FIVE (5) PERSONS.** The bid price must remain valid for a minimum period of 90 days from the date of receipt by the General Services Agency of the Government of Guam.

It shall be the intent of these specifications to cover the furnishing and delivery of a complete 4 Wheel Drive Crew Cab Pickup Truck equipped as hereinafter specified. These specifications shall cover both the general and performance requirements as to the type of construction and test to which the 4 Wheel Drive Crew Cab Pickup Truck shall conform, together with certain details as to finish, equipment and appliances with which the successful bidder (bidding contractor) shall conform. Minor details of construction and materials, which are not otherwise specified, shall be left to the discretion of the manufacturing company, who shall be solely responsible for the design and construction of all features. It is and must be understood that no bidders, as of this bid, on Guam construct or manufacture fire service or emergency response vehicles but are only representatives of off-island manufacturing companies through contract. Bids shall only be considered from bidders representing manufacturing companies that have an established reputation in the field of 4 Wheel Drive Crew Cab Pickup Truck construction. Further, the bidding contractor shall specify the manufacturing company they represent, and shall maintain dedicated service facilities for the repair and service of the 4 Wheel Drive Crew Cab Pickup Truck being sold. Evidence of such a facility shall be included in bid.

Each bidding contractor on Guam shall furnish satisfactory evidence of the manufacturer's ability to construct the 4 Wheel Drive Crew Cab Pickup Truck specified and shall state the location of the factory where the 4 Wheel Drive Crew Cab Pickup Truck is to be built. The bidding contractor shall also show that both its service facilities and the manufacturing company are in position to render prompt service and to furnish replacement parts.

ELIMINATION OF DIVIDED RESPONSIBILITY

It is understood that numerous manufacturers may manufacture various components of the 4 Wheel Drive Crew Cab Pickup Truck. It is emphasized here that the responsibility for the quality of the entire 4 Wheel Drive Crew Cab Pickup Truck, to include warranties and warranty work, lies solely with the successful bidding contractor so that divided responsibilities are not a problem to the Guam Fire Department. This would maintain improved service ability, stock standardized parts, maintain longevity, provide excellent quality and reliability, fit and finish, and reduced construction and assembly time. Therefore, bids shall only be accepted from vendors that accept responsibility for the collective management and action on all warranty components.

The chassis, cab, and body, must be joined on the premises of the bidder or the manufacturer being represented by the bidder, after which the bidder must also be qualified and authorized to complete all required warranty repairs relative to the 4 Wheel Drive Crew Cab Pickup. The bidder shall provide evidence that they comply with this requirement. The bidding contractor shall also show that the local service facility is capable of rendering prompt service and keeping replacement parts on hand.

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

MANUFACTURER'S RELIABILITY

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

FACTORY AUTHORIZED SERVICE CENTER

The bidding contractor must provide a factory authorized service center (contractor) on Guam to include a minimum of two factory trained (trained by 4 Wheel Drive Crew Cab Pickup Truck manufacturer) technicians to perform maintenance and repairs of all 4 Wheel Drive Crew Cab Pickup Truck and systems, including powertrain, chassis, and controls. All service technicians must possess, at minimum, the appropriate, current ASE (Automotive Service Excellence) or EVT (Emergency Vehicle Technician) Certification from the respective manufacturer. The specific ASE or EVT certifications are dependent upon the specifications of the bid/quote submission by each contractor. This section part shall be applicable to the successful contractor; all required Maintenance Services on the emergency response vehicles and must be in place prior to 4 Wheel Drive Crew Cab Pickup Truck acceptance.

The contractor also is required to provide warranty service at fire station locations whenever major shop work is not involved such as typical preventive maintenance warranty work. If, while under warranty, the 4 Wheel Drive Crew Cab Pickup Truck is in need of towing for undetermined reasons, the contractor shall provide for that service, without delay. For warranty service involving the shop, the 4 Wheel Drive Crew Cab Pickup Truck will be delivered to and picked up from the contractor's facility by fire department personnel. Towing and Wrecking Service inclusive of any storage fees shall be at no cost to the Guam Fire Department/Government of Guam. The contractor agrees to keep the 4 Wheel Drive Crew Cab Pickup Truck in a covered, protected area at all times while the 4 Wheel Drive Crew Cab Pickup Truck is in its possession. The contractor, for the units in its possession, shall provide proper insurance coverage for the 4 Wheel Drive Crew Cab Pickup Truck. The contractor shall indicate, within the bid/quote submission, the location of their service center(s) and the number of mobile service unit(s) available. The contractor shall also submit all certifications for their current service technicians. This information will indicate to the reviewer(s) the resources offered by each contractor.

The Guam Fire Department reserves the right to visit the facility for evaluation and reject any contractor that, in the opinion of the Fire Chief of the Guam Fire Department or his designee, does not fully comply with the provisions of this section. No deviations to these requirements will be accepted.

LIQUIDATED DAMAGES

Liquidated damages will be assessed as provided in General Terms and Conditions. If after 30 days, the vehicle is not brought up to compliance, the contractor will be considered in default of the contract, and procedures to institute the provisions of law regarding the Bid Security may commence in accordance with 2 CFR § 200.326.

SERVICE ABILITY

The Guam Fire Department places a high priority on service. All bidders shall therefore provide complete details of their ability to service the 4 Wheel Drive Crew Cab Pickup Truck proposed, including but not limited to the following:

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

The service ability section of these specifications will be a major factor in determining the successful bidder. Limited manpower does not allow for the 4 Wheel Drive Crew Cab Pickup Truck to be taken to various places for repairs. It is the opinion of the Fire Department that repairs to the 4 Wheel Drive Crew Cab Pickup Truck in the fire station or a local service facility will reduce the out of service time of the 4 Wheel Drive Crew Cab Pickups.

REPLACEMENT PARTS

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

SPECIFICATION BID REQUIREMENTS

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

EXCEPTIONS

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

EQUALS CLAUSE

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

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

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

FAILURE TO LIST EQUIVALENTS

Failure to list an equivalent means the contractor is complying 100% with these specifications. The 4 Wheel Drive Crew Cab Pickup Truck will be inspected on delivery for compliance with specifications. Exceptions will not be acceptable and can be cause for immediate rejection of 4 Wheel Drive Crew Cab Pickup Truck unless they were originally listed in the contractor's submission. Liquidated damages (penalty) of one-fourth (¼) of one percent (1%) of outstanding order per calendar day shall be deducted from the final payment until the 4 Wheel Drive Crew Cab Pickup Truck is considered acceptable. If after 30 days, the 4 Wheel Drive Crew Cab Pickup Truck is not brought up to compliance, the contractor will be considered in default of the contract, and procedures to institute the provisions of the performance bond may commence.

ADHERENCE TO SPECIFICATIONS

The purchaser's specifications shall, in all cases, govern the construction of the 4 Wheel Drive Crew Cab Pickups. THIS IS NOT AN RFP (Request for Proposal).

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

SUBMISSION REVIEW AND EQUIVALENTS

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

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

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

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

A complete set of contractor's specifications, with generic scale drawings showing the front, rear, left, right, and top view of the proposed 4 Wheel Drive Crew Cab Pickups, must be submitted with the bid for the purpose of comparison.

The purchaser's specifications shall, in all cases, govern the construction of the 4 Wheel Drive Crew Cab Pickups, unless a properly documented equivalent was approved.

APPROVAL DRAWINGS

Proposed pictures/drawings shall be furnished with the bid/quote. The engineering drawing must be drawn to scale and be representative of the 4 Wheel Drive Crew Cab Pickup Trucks. Views of sides as well as the front, back, and top must be shown. Location of major components shall be so indicated on the drawing. A minimum of two drawings shall be supplied. Generic drawings are unacceptable.

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

SPECIAL REQUIREMENTS

The overall size and weight of the finished 4 Wheel Drive Crew Cab Pickup Truck is critical to the Guam Fire Department. The contractor shall supply all special and specific information and facts regarding the performance of the 4 Wheel Drive Crew Cab Pickup Truck, to include but not limited to compartment sizes, overall length, width, height, wheelbase, turning radius, individual axle loads, acceleration, braking distances, increasing roadway grades, and fully loaded weight of the 4 Wheel Drive Crew Cab Pickups.

Each bid proposal shall include a turning radius report which shall show the wall to wall, curb to curb and bumper to bumper turning radius of the proposed vehicle.

BID BOND/CERTIFIED CHECK

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

PREPARATION COSTS

Any vendor, protestant, and/or appellant of a denied protest has no entitlement to preparation costs or fees/charges associated with protest.

WITHDRAWAL OF SUBMISSIONS

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

SUBMISSION INDICATES ACCEPTANCE

Submission of a bid or quotation indicates acceptance of all terms and conditions by the bidder.

AWARD OF CONTRACT

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

An award shall be given to the contractor whose submission meets these specifications at the most competitive price.

PERFORMANCE BOND

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

BOND SUPPLIER'S QUALIFICATIONS

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

INFRINGEMENTS AND INDEMNIFICATIONS

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

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

DEFAULT PROVISIONS

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

PRICING

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

PAYMENT TERMS

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

PRE-DELIVERY SERVICE

After transportation from the factory and immediately prior to delivery, the vehicle shall receive pre-delivery service consisting of a thorough cleaning, an engine oil and filter change, chassis lubrication, adjustment of the engine to the manufacturer's specifications, and a complete inspection including all electrical and mechanical devices for proper operation and correction of leaks or obvious problems. This is the responsibility of the contractor. The complete cost for this service shall be included within the price submitted by the contractor.

DELIVERY TERMS

The contractor will deliver the completed 4 Wheel Drive Crew Cab Pickup Truck within 180 calendar days from the date of notice of award, with all equipment specified, to the current headquarters of the Guam Fire Department, Guam, USA.

The contractor must submit a firm delivery time (number of calendar days from date of order to date of delivery) of said 4 Wheel Drive Crew Cab Pickup Truck with the technical bid. Quoting number of days after receipt of all components is unacceptable. A deduction of per day will be made for each day over and above the stated delivery date. The penalty also will apply if the unit is delivered and rejected, until the unit is returned meeting specifications.

ACCEPTANCE

Acceptance of the delivered 4 Wheel Drive Crew Cab Pickup Truck and equipment will be made at the completion of all required tests and the receipt of all specified equipment. Equipment items not delivered at the time of the tests or construction not in conformance with the contractor's proposal will be cause for the accepting authority to withhold payment until all conditions of the final, approved specification have been met.

Failure to comply with changes to conform to any clause of the specifications, within 30 days after notice is given to the bidder of such changes, shall also be a cause for rejection of the 4 Wheel Drive Crew Cab Pickups.

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

WARRANTIES

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

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

Cost of repairs refers to all costs related thereto including, but not limited to, the cost of materials, and the cost of labor. The Manufacturer shall warrant all materials and accessories used in the vehicle(s), whether fabricated by the Manufacturer or purchased from an outside source and will deal directly with the Guam Fire Department on all warranty work.

The warranty shall commence upon vehicle being placed into service by the Guam Fire Department; following vehicle arrival inspection and completion of preliminary service.

OTHER WARRANTIES

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

EQUIPMENT MOUNTING

The contractor/manufacturer, as per the fire department's instructions, shall mount all equipment supplied with the 4 Wheel Drive Crew Cab Pickups. Mounting hardware will also be included in the price of the bid/quote.

TRAINING

After delivery, a factory representative shall be present to familiarize those members designated by the Fire Chief of the Guam Fire Department with the basic operation of the vehicle, its components and equipment.

CONSTRUCTION DOCUMENTATION

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

1. The manufacturers record of 4 Wheel Drive Crew Cab Pickup Truck construction details, including the following information:
 - a. Owners name and address
 - b. 4 Wheel Drive Crew Cab Pickup Truck manufacturer, model, and serial number
 - c. Chassis make, model, and serial number
 - d. Gross Axle Weight Rate (GAWR) of front and rear axles
 - e. Front tire size and total rated capacity in pounds (kg)
 - f. Rear tire size and total rated capacity in pounds (kg)
 - g. Chassis weight distribution in pounds with water and manufacturer mounted equipment (front and rear)
 - h. Engine make, model, serial number, rated horsepower and related speed, and governed speed
 - i. Type of fuel and fuel tank capacity
 - j. Electrical system voltage and alternator output in amps
 - k. Battery make, model, and capacity in cold cranking amps (CCA)
 - l. Chassis transmission make, model, and serial number; and chassis transmission
 - m. Paint manufacturer and paint number(s)
 - n. Company name and signature of responsible company representative
 - o. Weight documents from a certified scale showing actual loading on the front axle, rear axle(s), and overall weight
 - p. Written load analysis and results of the electrical system performance tests

OPERATION AND SERVICE DOCUMENTATION

The documentation shall address at least the inspection, service, and operations of the 4 Wheel Drive Crew Cab Pickup Truck and all major components thereof.

The contractor shall also provide documentation of the following items for the entire 4 Wheel Drive Crew Cab Pickup Truck and each major operating system or major component:

1. Manufacturers name and address.
2. Country of manufacture.
3. Source of service and technical information.
4. Parts and replacement information.
5. Descriptions, specifications, and ratings of the chassis.
6. Operating instructions for the chassis, any major components or any auxiliary systems.
7. Instructions regarding the frequency and procedure for recommended maintenance.
8. 4 Wheel Drive Crew Cab Pickup Truck operating instructions.
9. Safety considerations.
10. Limitations of use.
11. Inspection procedures.
12. Recommended service procedures.
13. Troubleshooting guide.
14. 4 Wheel Drive Crew Cab Pickup Truck body, chassis, and other component manufacturer's warranties.
15. Copies of required manufacturer test data or reports, manufacturer certifications, and independent third-party certifications of test results.
16. A material safety data sheet (MSDS) for any fluid that is specified for use.

The contractor shall deliver with the 4 Wheel Drive Crew Cab Pickup Truck all manufacturers operations and service documents supplied with components and equipment that are installed or supplied by the contractor.

LIABILITY

The successful bidding contractor shall defend any and all suits and assume all liability for the use of any patented process including any device or article forming a part of the 4 Wheel Drive Crew Cab Pickup Truck or any appliance furnished under the contract.

WARRANTY PERFORMANCE

This 4 Wheel Drive Crew Cab Pickup Truck is critical to the response capabilities of the Guam Fire Department. It is imperative that the 4 Wheel Drive Crew Cab Pickup Truck remain in service and that "down time" be minimized. The following warranty performance provisions are required:

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

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

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

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

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

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

SPECIFICATIONS

BIDDING ON

LENGTH

Overall dimensions of the 4 Wheel Drive Crew Cab Pickup Truck shall not exceed a maximum overall length of 21' (252").

Y__N__

HEIGHT

Overall height shall not exceed 7'6" (90").

Y__N__

WHEELBASE

Wheelbase shall not exceed 170".

Y__N__

CENTER OF GRAVITY

A calculated center of gravity shall be provided. The calculated or measured center of gravity (CG) shall be no higher than 80-percent of the rear axle track width.

Y__N__

DRIVETRAIN

ENGINE

Gasoline, EFI engine with a minimum 380 HP

Y__N__

Minimum 400 ft-lbs torque @ 2800 rpm

Y__N__

TRANSMISSION/TRANSFER CASE

Automatic transmission with minimum 5 speeds and overdrive

Y__N__

Included Oil level sensor

Y__N__

Transfer case must provide for 4WD HI, LOW, and 2WD with shifting device conveniently located for operation from driver's seat

Y__N__

Minimum 30 gallon fuel tank

Y__N__

AXLES

Front Driving with minimum 5,000 lb. capacity

Y__N__

Heavy-duty, manual locking hubs for 4 wheel drive application

Y__N__

Single Rear Wheel Axle with minimum 6,000 lb. capacity

Y__N__

TOWING/HAULING CAPACITY

Minimum 13,000 towing capacity Y__N__

Minimum 3,000 payload/hauling capacity Y__N__

STEERING/BRAKES

Power Hydraulic steering Y__N__

Four-wheel disc brakes with ABS Y__N__

CAB & BODY CONSTRUCTION

The department has no preference to styles of body manufacturing, however, the department has provided the following minimum requirements or guidelines from which they will accept. Y__N__

A Class 2 chassis (3/4 ton) shall be utilized (Examples of trucks in this class include the GMC 2500, Dodge Ram 2500, Chevrolet 2500, and the Ford F-250 Y__N__

Cab shall be fully enclosed, four door, capable of comfortably seating a minimum of FIVE (5) people Y__N__

The doors of cab shall be wide enough to permit a large person (6'2", 220 lbs.), to easily and safely enter and exit seating area. Y__N__

Cargo bed area shall be a minimum 6' x 4' standard box, with locking tailgate Y__N__

Full length Side Steps/Running boards, shall be provided. Y__N__

A rust inhibiting undercoating shall be applied to the chassis and body Y__N__

A high-quality spray-on bed liner, black in color, shall be applied to the entire bed, inner walls, and rail. Y__N__

Pickup shall be red or variation of red color being offered by the manufacturer. Y__N__

BED CAP

A bed cap, level with the cab of the pickup, covering the entire cargo area, with a minimum 5 Year paint and structure warranty shall be installed. Y__N__

Bed cap color shall match the color of the pickup. Y__N__

A recessed LED third brake light shall be installed Y__N__

An interior LED light strip/bar shall be installed. Y__N__

A side opening, with strut supports and locking ability, of the same material as used on the bed cap shall be integrated, one on each side of the bed cap. Y__N__

A rear hatch opening, with struts supports, shall be incorporated into the bed cap design. This hatch shall have locking ability and be able to open with the pickup tailgate closed. Y__N__

BED SLIDE

A heavy-duty bed slide, with cam follower bearings, shall be installed in the cargo bed area. Y__N__

SPECIFICATIONS:

BIDDING ON:

Bed slide, with composite deck material, a minimum of two integrated tie downs, and multiple locking positions, shall be able to support a minimum 1800 lbs.

Y__N__

Bed slide shall be a minimum 75" length and minimum 48" width.

Y__N__

A side rail and bed divider system shall be incorporated into the bed slide design.

Y__N__

WHEELS / TIRES

The tire and wheel assemblies shall meet, as a minimum, the rated capacities of the axles that they are mounted on.

Y__N__

Tires shall be DOT compliant, properly sized, and rated for weight and speed specifications of the vehicle.

Y__N__

Tires shall be all-terrain with adequate treads to perform light off-highway duties.

Y__N__

Steel or aluminum wheels, black in color, shall be provided.

Y__N__

BUMPERS AND TOWING

A winch with a minimum 12,000 lb. capacity shall be integrated into the front bumper, with the front bumper attached directly to the frame rails and primed and undercoated.

Y__N__

There shall be at least two tow eyes furnished in the front of the vehicle attached directly to each chassis frame rail.

Y__N__

Rear bumper shall have a tow hitch with a capacity of at least 5,000 lbs. and trailer light harness plug for towing.

Y__N__

BACK-UP CAMERA

An industrial grade back-up camera, capable of full color, and moisture resistance, shall be installed.

Y__N__

A cab mounted screen, for viewing images by the back-up camera in order to remove blind spots and facilitate reversing whether integrated into the rear-view mirror, stereo system, or standalone, shall be installed.

Y__N__

ELECTRICAL SYSTEM

The electrical system shall include all panels, electrical components, switches and relays, wiring harnesses and other electrical components. System shall be a standard 12 volt with at a minimum, the following:

Y__N__

- Turn signal switch, self canceling
- Headlights (2) sealed beam halogen, rectangular
- Horn, electric Dual
- Parking light, integral with front turn signal and rear tail light.
- Stop, Turn, Tail and Back up lights, dual rear combination reflectors with integrated emergency strobe lights
- Running light (2) daytime
- Data link connector in cab for vehicle programming and diagnostics.
- Windshield wipers with windshield wiper switch, 2-speed and intermittent with integrated turn signal switch
- Manually extendable trailer mirrors, with power adjustment.
- Power locks with two key fobs
- Power windows

SPECIFICATIONS:

BIDDING ON:

The electrical equipment shall conform to most current automotive electrical system standards and/or the latest Federal DOT standards.

Y__N__

The operator interface(s) shall be internally backlit for operation at night and low light conditions.

Y__N__

All electrical equipment switches shall be mounted on a switch panel mounted in the cab convenient to the operator. For easy nighttime operation, an integral indicator shall be provided to signal when the circuit is energized.

Y__N__

All switches shall be appropriately identified as to their function.

Y__N__

INTERIOR

Interior comfort features must be at least inclusive of the following:

Y__N__

- FRONT SEATS, Split bench, vinyl, with folding console, black or gray
- REAR SEATS, Bench, vinyl black or gray
- ARM REST (2), One each door
- CUP HOLDERS, minimum two cup holders.
- DOME LIGHT, CAB door activated and manual
- GLASS, ALL WINDOWS, Tinted.
- GRAB HANDLES, For Driver and Passenger
- GAUGE CLUSTER English, with English speedometer in miles per hour
Engine Oil Pressure (Electronic), Water Temperature (Electronic), Fuel (Electronic), Tachometer (Electronic), Voltmeter, Washer Fluid Level
- ODOMETER DISPLAY, Miles, trip miles, engine hours, trip hours, fault code readout
- WARNING SYSTEM Low fuel, low oil pressure, high engine coolant temp, and low battery voltage (Visual and Audible)
- GAUGE, OIL TEMP
- SEAT BELTS, all seating positions
- AIR CONDITIONING with defroster and fresh air filter
- STORAGE POCKET, DOOR molded plastic, full width; mounted on passenger door
- FLOOR COVERING Rubber, black
- HEADLINER soft padded cloth or vinyl, black or gray
- SUN VISOR (2) padded vinyl (matching headliner color)
- AUDIO, Bluetooth Capable AM/FM Stereo with CD player, clock, auxiliary input, and minimum four speakers
- CENTER CONSOLE, padded, front located between driver and passenger seat (matching seat color)
- POWER OUTLETS, minimum 2 USB, 1 110V, 2 12V

SIREN WITH P.A. SYSTEM/SPEAKER

A siren unit featuring an electronic air horn, wail, yelp, hi-lo tone and a hard-wired microphone for public address shall be provided and mounted conveniently inside the cab.

Y__N__

A minimum 100-watt speaker for the siren shall be installed.

Y__N__

RUMBLER SIREN

A low frequency siren system shall also be incorporated with the selected electronic siren.

Y__N__

LIGHTING - VEHICLE/ EMERGENCY / SCENE

WARNING LIGHTS AND SIRENS

Two (2) LED integrated hideaway strobes for both front and rear head/tail lights shall be provided.

Y__N__

SPECIFICATIONS:

BIDDING ON:

One (1) LED light bar shall be installed. The light bar shall be at least 55" in length. The configuration and lens color shall be red / clear / red and shall be mounted on the vehicle cab roof.

Y__N__

One (1) pair of LED intersection warning lights shall be installed one on each side of the cab front fenders. Color shall be red with clear lens.

Y__N__

One (1) pair of LED grille mounted warning lights shall be installed. Color shall be red with clear lens.

Y__N__

One (1) pair of LED warning lights shall be installed mounted on upper rear corners of truck bed cap. Color shall be red with clear lens.

Y__N__

BROW LIGHT

One full width, curved, 2 row LED Brow Light shall be mounted above the windshield.

Y__N__

BODY PAINT PROCESS

Paint color shall be red and closely match the existing fire apparatus and ambulance colors currently in service with the Guam Fire Department.

Y__N__

A minimum two (2) ounce bottle of touch-up paint shall be furnished with the completed truck at final delivery.

Y__N__

A Scotchlite reflective stripe, 1', 5", 1" configuration, shall be applied to both sides of pickup, horizontally around the cab and body in compliance with applicable NFPA 1901 standards. The purchaser shall specify the color and location of the stripe.

Y__N__

CHEVRON STRIPING, REAR

There shall be alternating chevron striping located on the rear-facing vertical surface of the tailgate and bed cap.

Y__N__

The entire rear surface, excluding the rear hatch, shall be covered. The colors shall be red and fluorescent yellow diamond grade. Each stripe shall be 6.00" in width.

Y__N__

This shall meet the requirements of NFPA 1901, 2009 edition, which states that 50% of the rear surface shall be covered with chevron striping.

Y__N__

LETTERING

Forty-one (41) to sixty (60) reflective white colored lettering, 3.00" high, shall be provided. Lettering and location shall be specified before final delivery of the pickup trucks.

Y__N__

A Guam Fire Department door logo, in a reflective material, shall be applied.

Y__N__

WARRANTIES

BUMPER TO BUMPER WARRANTY

Bidder warrants each new 4 Wheel Drive Crew Cab Pickup Truck manufactured for a period of THREE YEARS OR 36,000 MILES from the date of delivery. Under this warranty bidder agrees to furnish any parts to replace those that have failed due to defective material or workmanship where there is no indication of abuse, neglect, unusual or other than normal service.

Y__N__

POWERTRAIN WARRANTY

Bidder warrants each new 4 Wheel Drive Crew Cab Pickup Truck powertrain manufactured for a period of FIVE YEARS OR 60,000 MILES from the date of delivery. Under this warranty, bidder agrees to furnish any parts to replace those that have failed due to defective material or workmanship where there is no indication of abuse, neglect, unusual or other than normal service.

Y__N__

SPECIFICATIONS:

BIDDING ON:

PAINT WARRANTY - THREE YEAR

The paint performance guarantee will cover the areas of the vehicle finished with the specified product for a period of THREE YEARS beginning the day the vehicle is delivered to the purchaser. This warranty will be covered for the following paint failures:

Y__N__

- Peeling or delaminating of the topcoat and/or other layers of paint.
- Cracking or checking.
- Loss of gloss caused by cracking, checking, or hazing.
- Any paint failure caused by defective finishes, which are covered by guarantee.

COMPLETE PRINTED MANUALS AND CERTIFICATIONS

Bidder shall provide with the vehicle upon delivery, one (1) complete delivery manual.

Y__N__

Within each section shall be:

- Individual component manufacturer instruction and parts manuals
- Warranty forms for the body
- Warranty forms for all major components
- Warranty instructions and format to be used in compliance with warranty obligations
- Wiring diagrams
- Installation instruction and drawings for major parts
- Visual graphics and electronic photos for the installation of major parts
- Necessary normal routine service forms, publications and components of the body portion of the 4 Wheel Drive Crew Cab Pickups
- Technical publications for training and instruction on major body components
- Warning and safety related notices for personnel protection
- Cab and chassis manuals on parts, service and maintenance shall be provided

THESE SPECIFICATIONS HAVE BEEN DEVELOPED BY THE GUAM FIRE DEPARTMENT ON BEHALF OF THE BUREAU OF STATISTICS AND PLANS:

PREPARED BY: Kevin J. Reilly, FFII

APPROVED BY: TYRONE J. TAITANO, DIRECTOR, BUREAU OF STATISTICS AND PLANS

**5-YEAR SERVICE/MAINTENANCE
AGREEMENT**

5-YEAR EXTENDED SERVICE/MAINTENANCE AGREEMENT

**Guam Fire Department
Extended Service/Maintenance Agreement**

New, 4 Wheel Drive Crew Cab Pickup Truck

Procurement # _____

INTENT

It shall be the intent of this Extended Service/ Maintenance Agreement for the Guam Fire Department and the Contractor to enter into an agreement in order to maximize the serviceability of these **New Year 4 Wheel Drive Crew Cab Pickup Truck** and minimize the “down time” or “out of service time” so that said vehicle will be ready to respond to an emergency when called upon to do so. It is also the intent of this agreement to extend the usable lifespan of these vehicles so as to maximize the tax dollars used to purchase said vehicles.

AGREEMENT PERIOD

- A. This document shall depict the minimum requirements for a five (5) year Service/Maintenance Agreement as required by the Guam Fire Department for vehicle known as **New 4 Wheel Drive Crew Cab Pickup Truck**. This Agreement compliments and adds to, where it exceeds, the regular warranties as provided by the specifications of the involved vehicle.
- B. This Agreement shall commence on the date that the fire apparatus is placed in service by the Guam Fire Department; only after the award of this contract has been made, and the Agreement is signed by the Governor of Guam, Contractor, and authorized representative of the Guam Fire Department.
- C. The service, maintenance and their intervals as well as the methods of repairs recommended by the various manufacturers that make up the complete 4 Wheel Drive Crew Cab Pickup Truck shall also be deemed as part of this agreement.
- D. This agreement covers all systems and components of the 4 Wheel Drive Crew Cab Pickups, to include but not limited to drive train, body, cab, frame, electrical systems, lighting, doors, tires, wheels, etc.

RESPONSIBILITIES

- A. The Contractor shall be responsible for the service, maintenance and repairs as well as other services explained herein, for these 4 Wheel Drive Crew Cab Pickup Trucks and all of their systems, for the contract period. If work cannot be completed by the Contractor and must be sub-contracted to another business, the Contractor must ensure that said business is qualified to do the work required and reimburse the sub-contractor for all expenses incurred. The Contractor is still responsible for the 4 Wheel Drive Crew Cab Pickup Trucks referenced within this Agreement and the maintenance of all warranties in good standing.
- B. During the 5-year period of this contract, the Contractor agrees to conduct the specified services, maintenance and repairs, which includes, but is not limited to, labor costs and all consumables with the exception of 4 Wheel Drive Crew Cab Pickup tires. The Contractor will not be responsible for labor costs, parts, and repairs that are not covered under the warranty provisions of the new 4 Wheel Drive Crew Cab Pickup Trucks in the specifications of this agreement.
- C. Under no circumstances will the warranted service, repair and/or maintenance of these fire apparatus be delayed due to any outstanding payments owed to the contractor by the Government of Guam. To delay these services will constitute a breach of this agreement.
- D. The Guam Fire Department, and their personnel, will be responsible for following all recommended procedures for this Agreement and conduct all vehicle inspections, as required, especially the Daily 4 Wheel Drive Crew Cab Pickup Truck Check and Checklist.
- E. Guam Fire Department Vehicle Maintenance personnel, when allowed, shall at all times seek prior approval, from the Contractor, before conducting any type of maintenance or alteration(s) to these 4 Wheel Drive Crew Cab Pickup Trucks, no matter how minor.

SERVICE, MAINTENANCE AND OTHER PROVISIONS

In addition to the above provisions, the following shall also apply:

- A. Prior to placing a new vehicle in service, the Contractor shall conduct a pre-service inspection and service.
- B. If there are any deficiencies, defects and/or damages noted at this time, said discrepancies shall be brought up to the attention of GFD and arrangements will be made, with the assistance of the Contractor, to rectify said discrepancies. Since the Contractor is responsible for all warranty items on this fire apparatus, the Contractor shall handle all related issues.
- C. Examples of some of the services to be conducted are:
 - a. Replace engine oil and filter(s)
 - b. Inspect and replace fuel filter(s)
 - c. Inspect air cleaner and intake system
 - d. Inspect hoses, belts and belt tensioners and replace or adjust if needed
 - e. Inspect front and rear suspension and steering to include tie rod ends, draglink, kingpins, air bags (if equipped) and control valves
 - f. Test Electrical System for proper operation
- D. The Contractor shall supply a Daily 4 Wheel Drive Crew Cab Pickup Truck checklist that will be utilized by the GFD 4 Wheel Drive Crew Cab Pickup Truck driver/operator, while conducting their daily vehicle check at the beginning of their shift, as per GFD Rules and Regulations. This daily check will also ensure that certain provisional requirement of the warranty can be honored.
- E. The Contractor may elect, from time to time, to provide remedial training on the operation and/or operator daily service checks and maintenance requirements, to GFD personnel, when deemed necessary.
- F. The Contractor shall be responsible for the towing of the 4 Wheel Drive Crew Cab Pickup Truck when needed. If the vehicle is on a public roadway, the tow function shall begin to be addressed within one (1) hour upon notification by GFD. The affected vehicle shall be under tow within two (2) hours after notification by GFD. If either of these two provisions is not met, it is deemed that the Contractor had given implied consent for GFD personnel to arrange for the towing. All costs of this towing shall be borne by the Contractor.
- G. Guam Fire Department Vehicle Maintenance personnel shall be allowed to conduct minor vehicle repairs, such as changing of light bulbs, lamps, fuses, etc., as long as prior approval has been obtained from the Contractor. GFD personnel shall request prior approval from the Contractor; however, if the Contractor does not respond to requests within forty-eight hours, approval will be implied.
- H. Guam Fire Department Vehicle Maintenance personnel shall also be allowed to diagnose vehicle faults, such as, but not limited to, malfunctioning air conditioning or mobile radio system(s), and report same to the Contractor for approval to have the vehicle further diagnosed and/or repaired by a sub-contractor, whenever the Contractor cannot effect or is not certified or qualified to effect said repairs or service. GFD personnel shall request prior approval from the Contractor; however, if the Contractor does not respond to requests within forty-eight hours, approval will be implied.
- I. If the Contractor fails to begin addressing any complaint, by GFD, regarding the serviceability of the 4 Wheel Drive Crew Cab Pickup Truck covered under this extended service agreement, within 24 hours after receiving said report by GFD, then this shall be construed as unnecessary delay. Whenever an unnecessary delay situation occurs, this shall be deemed as implied consent from the Contractor for GFD to seek service and/or repairs elsewhere in order to expedite the return of the 4 Wheel Drive Crew Cab Pickup Truck into emergency service.
- J. All charges incurred during the unnecessary delay repairs/services will be charged back to the Contractor for payment. Neither GFD nor the Government of Guam will be held liable for these repairs/services and the warranties for said apparatus will not be affected in any way.
- K. All Inspections/services shall be performed on a quarterly basis, at minimum.

L. All service and repairs shall be performed according to accepted industry standards, good faith practices and agreed upon time frames.

M. The Contractor shall furnish annual reports to GFD depicting total services, maintenance and repairs for each 4 Wheel Drive Crew Cab Pickup Truck per annum. These reports shall be based on a calendar year timeframe and will be due to GFD, Office of the Fire Chief, no later than the 15th day of January of the following year. If the 4 Wheel Drive Crew Cab Pickup Truck is covered for a partial year under this agreement, then the report will be based on that portion of the calendar year.

CONTRACT EXTENSION CLAUSE

At the end of this contract period, the Guam Fire Department reserves the right to extend this contract for another five (5) year period. Any revisions to this contract shall be addressed at that time prior to entering into another five (5) year term.

FAILURE TO PERFORM CONTRACT

Contractor is responsible for adhering to the Liquidated Damages clause, Termination for Cause clause, and the Termination for Convenience clause, listed in specifications; pursuant to 2 CFR § 200.326.

4 WHEEL DRIVE CREW CAB PICKUP TRUCK IDENTIFICATION NUMBERS

VEHICLE IDENTIFICATION NUMBER

VEHICLE IDENTIFICATION NUMBER

VEHICLE IDENTIFICATION NUMBER

AUTHORIZED SIGNATURES

We, the undersigned, have read this agreement and agree to all terms and conditions.

Guam Fire Department's
Authorized Representative

Contractor's
Authorized Representative

Lourdes A. Leon Guerrero
Governor of Guam

Leevin Taitano Camacho
Attorney General of Guam

ITEM NO.	DESCRIPTION	QTY	UOM	UNIT PRICE	PRICE EXTENSION
1.1	NEW CURRENT YEAR 4 WHEEL DRIVE CREW CAB PICKUP TRUCK	2	EA	\$ _____	\$ _____

1.2	5-YEAR SERVICE/MAINTENANCE AGREEMENT	2	EA	\$ _____	\$ _____
-----	--------------------------------------	---	----	----------	----------