

ORIGINAL

(Ahensian Setbision Hinirat) Government of Guam

148 Route 1 Marine Drive, Piti Guam 96915 Tel: 475-1713 * Telefax: 472-4217; 475-1716; 475-1727

Value Competence Accountability **Impartiality** Openness

INVITATION FOR BID NO.: GSA-009-21

DESCRIPTION:

TELEHANDLER WITH WORK PLATFORM ATTACHMENTS (LATEST MODEL)

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

 - Letter of Credit

b.

Surety Bond – Valid only if accompanied by: C.

Cashier's Check or Certified Check

- Current Certificate of Authority issued by the Insurance Commissioner;
- Power of Attorney issued by the Surety to the Resident General Agent; 2.
- Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on 3. their behalf.
- BROCHURES/DESCRIPTIVE LITERATURE; (X) AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSION (X) Date of signature of the person authorized to sign the bid and the notary date must be the same. OTHER REQUIREMENTS: (X) 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, CURRENT BUSINESS LICENSE/CONTRACTOR'S LICENSE/SPECIALTY LICENSE (X) 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 ______, 202___, I _____ acknowledge receipt of this special authorized representative of reminder to prospective bidders with the above referenced IFB.

Bidder Representative's Signature

Invitation for Bid: GSA-009-21

TELEHANDLER WITH WORK PLATFORM ATTACHMENTS (LATEST MODEL)

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 <u>475-1727</u> and email to <u>gsaprocurement@gsadoa.guam.gov</u>

Acknowledgement Receipt Form m package.	iust be submitted no later than three (3) days up	on receipt of IRB
Name		
Signature		
Date		
Time		
Contact Number		
Fax Number		
Contact Person regarding IFB		
Title		
E-Mail Address		
Company/Firm		
Address	i .	

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

All questions and concerns in regards to this bid must be submitted to the General Services Agency via fax attention to the Chief Procurement Officer no later than 2/08/21 close of business at 5:00pm.

Reference Page 27 of 37 #2(e) - No Entitlement To Preparation Costs – the bidder expressly waives any right it may have against the government for any expenses incurred in connection with the preparation of its bid.

Note: Pursuant to the Pandemic of Cornavirus (COVID-19), GSA-adheres with the "Distance Socializing" under the Emergency Executive Orders 2020-03 thru 2020-20. GSA kindly ask for your cooperation in the matter, to limit your company's representatives to the following:

Site-Visits: Limitation of one (1) representative

Bid Opening: Only one (1) representative

INVITATION FOR BID

ISSUING OFFICE:

CLAUDIA S. ACFALLE

Chief Procurement Officer

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

DATE ISSUED: <u>Feb. 2, 2021</u>		BID INVITATION NO: GSA-009-21	
BID FOR: TELEHANDLER WITH WORK PLATFORM ATTACHMENTS (LATEST MODEL)			
SPECIFICATION: SEE ATTACHED			
DESTINATION: <u>DEPARTMENT OF PUB</u>	BLIC WORKS		
REQUIRED DELIVERY DATE: 120 Day	ys Upon Receipt of Purch	ase Order.	
INSTRUCTION TO BIDDERS:			
INDICATE WHETHER: INDIVIDUA	ALPARTNERSHIP	CORPORATION	
INCORPORATED IN:			
This bid shall be submitted in duplicate and sealed to publicly opened. Bid submitted after the time and date Solicitation for details.	the issuing office above no later the specified above shall be rejected.	nan (Time) 10:00am, Date: 2/17/21 and shall be See attached General Terms and Conditions, and Sealed Bid	
the schedule provided, unless otherwise specified by	the bidder. In consideration to the undersigned agrees that this b	vices at the price stated opposite the respective items listed on he expense of the Government in opening, tabulating, and id remain firm and irrevocable within 90 calendar days from	
NAME AND ADDRESS OF BIDDER:	SIGNATURE AND TITLE (AUTHORIZED TO SIGN T		
AWARD: CONTRACT NO.:	AMOUNT:	DATE:	
ITEM NO(S). A	WARDED:		
	CONTRACTING C	OFFICER:	
	CLAUDIA S. ACF2 Chief Procurement		
NAME AND ADDRESS OF CONTRACTOR:		O TITLE OF PERSON O SIGN THIS CONTRACT:	

AFFIDAVIT RE ETHICAL STANDARDS

CITY OF)	
) ss. ISLAND OF GUAM)	
	state name of affiant signing below], being first duly
sworn, deposes and says that:	
a partner of the offeror, an officer of the o	[state one of the following: the offeror] making the foregoing identified bid or proposal. To the
employees of offeror have knowingly infl the ethical standards set forth in 5 GCA or she, nor any officer, representative, influence any government of Guam em	nt nor any officers, representatives, agents, subcontractors of uenced any government of Guam employee to breach any of Chapter 5, Article 11. Further, affiant promises that neither he agent, subcontractor, or employee of offeror will knowingly aployee to breach any ethical standards set forth in 5 GCA
Chapter 5, Article 11. These statements —	are made pursuant to 2 GAR Division 4 § 11103(b).
(F	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	·

AG Procurement Form 5 (Jul 12, 2010)

AFFIDAVIT re NO GRATUITIES or KICKBACKS

CITY OF)	
CITY OF) ss. ISLAND OF GUAM)	
	[state name of affiant signing below], being
first duly sworn, deposes and says that:	
	ng firm or individual is [<i>state name of offeror company</i>] Affiant is[state
one of the following: the offeror, a particle dentified bid or proposal.	tner of the offeror, an officer of the offeror] making the foregoing
representatives, agents, subcontracto against gratuities and kickbacks set for	knowledge, neither affiant, nor any of the offerors officers, or employees have violated, are violating the prohibition the in 2 GAR Division 4 § 11107(e). Further, affiant promises, on ohibition against gratuities and kickbacks as set forth in 2 GAR
representatives, agents, subcontractor	knowledge, neither affiant, nor any of the offerors officers, rs, or employees have offered, given or agreed to give, any mer government employee, any payment, gift, kickback, gratuity ith the offerors proposal.
	ehalf of myself as a representative of the offeror, and on behalf 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	.t*

AG Procurement Form 004 (Jul 12, 2010)

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 in its sole discretion may suspend temporarily and contract for services until corrective action has been taken.

	Signature of Bidder Proposer, if an individua Partner, if a partnership; Officer, if a corporation.	
Subscribed and sworn before me this	day of,	202
NOTARY PUBLIC My commission expires,	·	

FORM E

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

	rement No: <u>GSA-009-21</u> ANDLER WITH WORK PLATFORM ATTA	ACHMENTS		
	of Offeror Company:		hereby	
ceniiie	es under penalty of perjury:			
` ,	That I am an officer of the offeror) making the procurement;		eror, a partner of the offeror, In the foregoing identified	
	That I have read and understand read:	the provisions of	5 GCA § 5801 and § 5802 which	1
	§ 5801. Wage Determination Esta	ablished.		
gov or in pay Islan	In such cases where the gove e proprietorship, a partnership or a corp vernment of Guam, and in such cases when a part, is the direct delivery of service con a such employee(s) in accordance with the ends issued and promulgated by the U.S. Devery of contract deliverables to the govern	ooration ("contractor" ere the contractor emp ntracted by the govern the Wage Determinat Department of Labor fo	ploys a person(s) whose purpose, in whole nment of Guam, then the contractor sha tion for Guam and the Northern Mariand	e e
sha time Wa	The Wage Determination most atract is awarded to a contractor by the gall be paid to employees pursuant to this Artie of renewal adjustments, there shall be ge Determination, as required by this Articartment of Labor on a date most recent to	government of Guam ticle. Should any cont made stipulations cor icle, so that the Wage	ract contain a renewal clause, then at the ntained in that contract for applying the e Determination promulgated by the U.S	n e e
	§ 5802. Benefits.			
Artic pro	In addition to the Wage Deterrolies shall also contain provisions mandatale, such benefits having a minimum mulgated by the U.S. Department of Labo paid holidays per annum per employee.	ing health and simila value as detailed ir	n the Wage Determination issued and	e k
	at the offeror is in full compliance of procurement referenced herein;	with 5 GCA § 5801	and § 5802, as may be applicable	÷
	at I have attached the most recen S. Department of Labor. [INSTRUCTI			/
		Signature	Date	
		olg natore	2 4.0	

AG Procurement Form 006 (Feb. 16, 2010)

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT

By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS DMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210

Wage Determination No.: 2015-5694

Revision No.: 12

Daniel W. Simms Director

Division of Wage Determinations

Date Of Last Revision: 07/24/2020

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/goveontracts.

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 01012 - Accounting Clerk II 01013 - Accounting Clerk III 01020 - Administrative Assistant 01035 - Court Reporter 01041 - Customer Service Representative I 01042 - Customer Service Representative II 01043 - Customer Service Representative III 01051 - Data Entry Operator I 01052 - Data Entry Operator II 01060 - Dispatcher Motor Vehicle 01070 - Document Preparation Clerk 01090 - Duplicating Machine Operator 01111 - General Clerk I 01112 - General Clerk II 01113 - General Clerk III 01120 - Housing Referral Assistant 01141 - Messenger Courier 01191 - Order Clerk I 01192 - Order Clerk I 01192 - Order Clerk II 01263 - Personnel Assistant (Employment) I 01263 - Personnel Assistant (Employment) III 01270 - Production Control Clerk 01290 - Rental Clerk	FOOTNOTE	13.57 15.23 17.04 21.43 17.40 11.51 12.94 14.12 12.15 13.25 15.81 13.85 10.35 11.29 12.68 19.39 11.37 12.57 13.71 15.95 17.85 19.89 21.78 11.10
01270 - Production Control Clerk 01290 - Rental Clerk		21.78 11.10
01300 - Scheduler Maintenance 01311 - Secretary I 01312 - Secretary II		15.55 15.55 17.40
01313 - Secretary III 01320 - Service Order Dispatcher 01410 - Supply Technician 01420 - Survey Worker		19.39 14.00 21.43 16.79

01460 - Switchboard Operator/Receptionist	9.67
01531 - Travel Clerk I	13.01
01532 - Travel Clerk II	14.12
01533 - Travel Clerk III	15.09
	14.53
01611 - Word Processor I	16.31
01612 - Word Processor II	
01613 - Word Processor III	18.26
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	14.82
05010 - Automotive Electrician	13.92
05040 - Automotive Glass Installer	13.02
05070 - Automotive Worker	13.02
05110 - Mobile Equipment Servicer	11.16
05130 - Motor Equipment Metal Mechanic	14.82
05160 - Motor Equipment Metal Worker	13.02
05100 - Wotor Leduphient Wetter Worker	14.82
	10.22
05220 - Motor Vehicle Mechanic Helper	12.11
05250 - Motor Vehicle Upholstery Worker	
05280 - Motor Vehicle Wrecker	13.02
05310 - Painter Automotive	13.92
05340 - Radiator Repair Specialist	13.02
05370 - Tire Repairer	12.34
05400 - Transmission Repair Specialist	14.82
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.47
07041 - Cook I	12.05
07042 - Cook II	14.05
07070 - Dishwasher	9.28
07130 - Food Service Worker	9.34
0/130 - Food Service Worker	7,57
07210 Most Cutton	11 86
07210 - Meat Cutter	11.86
07260 - Waiter/Waitress	11.86 9.23
07260 - Waiter/Waitress 09000 - Furniture Maintenance And Repair Occupations	9.23
07260 - Waiter/Waitress 09000 - Furniture Maintenance And Repair Occupations 09010 - Electrostatic Spray Painter	9.23 18.04
07260 - Waiter/Waitress 09000 - Furniture Maintenance And Repair Occupations 09010 - Electrostatic Spray Painter 09040 - Furniture Handler	9.23 18.04 10.95
07260 - Waiter/Waitress 09000 - Furniture Maintenance And Repair Occupations 09010 - Electrostatic Spray Painter	9.23 18.04 10.95 18.04
07260 - Waiter/Waitress 09000 - Furniture Maintenance And Repair Occupations 09010 - Electrostatic Spray Painter 09040 - Furniture Handler	9.23 18.04 10.95
07260 - Waiter/Waitress 09000 - Furniture Maintenance And Repair Occupations 09010 - Electrostatic Spray Painter 09040 - Furniture Handler 09080 - Furniture Refinisher	9.23 18.04 10.95 18.04
07260 - Waiter/Waitress 09000 - Furniture Maintenance And Repair Occupations 09010 - Electrostatic Spray Painter 09040 - Furniture Handler 09080 - Furniture Refinisher 09090 - Furniture Refinisher Helper 09110 - Furniture Repairer Minor	9.23 18.04 10.95 18.04 13.27
07260 - Waiter/Waitress 09000 - Furniture Maintenance And Repair Occupations 09010 - Electrostatic Spray Painter 09040 - Furniture Handler 09080 - Furniture Refinisher 09090 - Furniture Refinisher Helper 09110 - Furniture Repairer Minor 09130 - Upholsterer	9.23 18.04 10.95 18.04 13.27 15.70
07260 - Waiter/Waitress 09000 - Furniture Maintenance And Repair Occupations 09010 - Electrostatic Spray Painter 09040 - Furniture Handler 09080 - Furniture Refinisher 09090 - Furniture Refinisher Helper 09110 - Furniture Repairer Minor 09130 - Upholsterer 11000 - General Services And Support Occupations	9.23 18.04 10.95 18.04 13.27 15.70 18.04
07260 - Waiter/Waitress 09000 - Furniture Maintenance And Repair Occupations 09010 - Electrostatic Spray Painter 09040 - Furniture Handler 09080 - Furniture Refinisher 09090 - Furniture Refinisher Helper 09110 - Furniture Repairer Minor 09130 - Upholsterer 11000 - General Services And Support Occupations 11030 - Cleaner Vehicles	9.23 18.04 10.95 18.04 13.27 15.70 18.04
07260 - Waiter/Waitress 09000 - Furniture Maintenance And Repair Occupations 09010 - Electrostatic Spray Painter 09040 - Furniture Handler 09080 - Furniture Refinisher 09090 - Furniture Refinisher Helper 09110 - Furniture Repairer Minor 09130 - Upholsterer 11000 - General Services And Support Occupations 11030 - Cleaner Vehicles 11060 - Elevator Operator	9.23 18.04 10.95 18.04 13.27 15.70 18.04 9.35 9.35
07260 - Waiter/Waitress 09000 - Furniture Maintenance And Repair Occupations 09010 - Electrostatic Spray Painter 09040 - Furniture Handler 09080 - Furniture Refinisher 09090 - Furniture Refinisher Helper 09110 - Furniture Repairer Minor 09130 - Upholsterer 11000 - General Services And Support Occupations 11030 - Cleaner Vehicles 11060 - Elevator Operator 11090 - Gardener	9.23 18.04 10.95 18.04 13.27 15.70 18.04 9.35 9.35 13.00
07260 - Waiter/Waitress 09000 - Furniture Maintenance And Repair Occupations 09010 - Electrostatic Spray Painter 09040 - Furniture Handler 09080 - Furniture Refinisher 09090 - Furniture Refinisher Helper 09110 - Furniture Repairer Minor 09130 - Upholsterer 11000 - General Services And Support Occupations 11030 - Cleaner Vehicles 11060 - Elevator Operator 11090 - Gardener 11122 - Housekeeping Aide	9.23 18.04 10.95 18.04 13.27 15.70 18.04 9.35 9.35 13.00 9.44
07260 - Waiter/Waitress 09000 - Furniture Maintenance And Repair Occupations 09010 - Electrostatic Spray Painter 09040 - Furniture Handler 09080 - Furniture Refinisher 09090 - Furniture Refinisher Helper 09110 - Furniture Repairer Minor 09130 - Upholsterer 11000 - General Services And Support Occupations 11030 - Cleaner Vehicles 11060 - Elevator Operator 11090 - Gardener 11122 - Housekeeping Aide 11150 - Janitor	9.23 18.04 10.95 18.04 13.27 15.70 18.04 9.35 9.35 13.00 9.44 9.44
07260 - Waiter/Waitress 09000 - Furniture Maintenance And Repair Occupations 09010 - Electrostatic Spray Painter 09040 - Furniture Handler 09080 - Furniture Refinisher 09090 - Furniture Refinisher Helper 09110 - Furniture Repairer Minor 09130 - Upholsterer 11000 - General Services And Support Occupations 11030 - Cleaner Vehicles 11060 - Elevator Operator 11090 - Gardener 11122 - Housekeeping Aide 11150 - Janitor 11210 - Laborer Grounds Maintenance	9.23 18.04 10.95 18.04 13.27 15.70 18.04 9.35 9.35 13.00 9.44 9.44 9.82
07260 - Waiter/Waitress 09000 - Furniture Maintenance And Repair Occupations 09010 - Electrostatic Spray Painter 09040 - Furniture Handler 09080 - Furniture Refinisher 09090 - Furniture Refinisher Helper 09110 - Furniture Repairer Minor 09130 - Upholsterer 11000 - General Services And Support Occupations 11030 - Cleaner Vehicles 11060 - Elevator Operator 11090 - Gardener 11122 - Housekeeping Aide 11150 - Janitor 11210 - Laborer Grounds Maintenance 11240 - Maid or Houseman	9.23 18.04 10.95 18.04 13.27 15.70 18.04 9.35 9.35 13.00 9.44 9.44 9.82 9.26
07260 - Waiter/Waitress 09000 - Furniture Maintenance And Repair Occupations 09010 - Electrostatic Spray Painter 09040 - Furniture Handler 09080 - Furniture Refinisher 09090 - Furniture Refinisher Helper 09110 - Furniture Repairer Minor 09130 - Upholsterer 11000 - General Services And Support Occupations 11030 - Cleaner Vehicles 11060 - Elevator Operator 11090 - Gardener 11122 - Housekeeping Aide 11150 - Janitor 11210 - Laborer Grounds Maintenance 11240 - Maid or Houseman 11260 - Pruner	9.23 18.04 10.95 18.04 13.27 15.70 18.04 9.35 9.35 13.00 9.44 9.44 9.82 9.26 8.79
07260 - Waiter/Waitress 09000 - Furniture Maintenance And Repair Occupations 09010 - Electrostatic Spray Painter 09040 - Furniture Handler 09080 - Furniture Refinisher 09090 - Furniture Refinisher Helper 09110 - Furniture Repairer Minor 09130 - Upholsterer 11000 - General Services And Support Occupations 11030 - Cleaner Vehicles 11060 - Elevator Operator 11090 - Gardener 11122 - Housekeeping Aide 11150 - Janitor 11210 - Laborer Grounds Maintenance 11240 - Maid or Houseman 11260 - Pruner 11270 - Tractor Operator	9.23 18.04 10.95 18.04 13.27 15.70 18.04 9.35 9.35 13.00 9.44 9.44 9.82 9.26 8.79 11.90
07260 - Waiter/Waitress 09000 - Furniture Maintenance And Repair Occupations 09010 - Electrostatic Spray Painter 09040 - Furniture Handler 09080 - Furniture Refinisher 09090 - Furniture Refinisher Helper 09110 - Furniture Repairer Minor 09130 - Upholsterer 11000 - General Services And Support Occupations 11030 - Cleaner Vehicles 11060 - Elevator Operator 11090 - Gardener 11122 - Housekeeping Aide 11150 - Janitor 11210 - Laborer Grounds Maintenance 11240 - Maid or Houseman 11260 - Pruner 11270 - Tractor Operator 11330 - Trail Maintenance Worker	9.23 18.04 10.95 18.04 13.27 15.70 18.04 9.35 9.35 13.00 9.44 9.44 9.82 9.26 8.79 11.90 9.82
07260 - Waiter/Waitress 09000 - Furniture Maintenance And Repair Occupations 09010 - Electrostatic Spray Painter 09040 - Furniture Handler 09080 - Furniture Refinisher 09090 - Furniture Refinisher Helper 09110 - Furniture Repairer Minor 09130 - Upholsterer 11000 - General Services And Support Occupations 11030 - Cleaner Vehicles 11060 - Elevator Operator 11090 - Gardener 11122 - Housekeeping Aide 11150 - Janitor 11210 - Laborer Grounds Maintenance 11240 - Maid or Houseman 11260 - Pruner 11270 - Tractor Operator	9.23 18.04 10.95 18.04 13.27 15.70 18.04 9.35 9.35 13.00 9.44 9.44 9.82 9.26 8.79 11.90
07260 - Waiter/Waitress 09000 - Furniture Maintenance And Repair Occupations 09010 - Electrostatic Spray Painter 09040 - Furniture Handler 09080 - Furniture Refinisher 09090 - Furniture Refinisher Helper 09110 - Furniture Repairer Minor 09130 - Upholsterer 11000 - General Services And Support Occupations 11030 - Cleaner Vehicles 11060 - Elevator Operator 11090 - Gardener 11122 - Housekeeping Aide 11150 - Janitor 11210 - Laborer Grounds Maintenance 11240 - Maid or Houseman 11260 - Pruner 11270 - Tractor Operator 11330 - Trail Maintenance Worker	9.23 18.04 10.95 18.04 13.27 15.70 18.04 9.35 9.35 13.00 9.44 9.44 9.82 9.26 8.79 11.90 9.82
07260 - Waiter/Waitress 09000 - Furniture Maintenance And Repair Occupations 09010 - Electrostatic Spray Painter 09040 - Furniture Handler 09080 - Furniture Refinisher 09090 - Furniture Refinisher Helper 09110 - Furniture Repairer Minor 09130 - Upholsterer 11000 - General Services And Support Occupations 11030 - Cleaner Vehicles 11060 - Elevator Operator 11090 - Gardener 11122 - Housekeeping Aide 11150 - Janitor 11210 - Laborer Grounds Maintenance 11240 - Maid or Houseman 11260 - Pruner 11270 - Tractor Operator 11330 - Trail Maintenance Worker 11360 - Window Cleaner	9.23 18.04 10.95 18.04 13.27 15.70 18.04 9.35 9.35 13.00 9.44 9.44 9.82 9.26 8.79 11.90 9.82
07260 - Waiter/Waitress 09000 - Furniture Maintenance And Repair Occupations 09010 - Electrostatic Spray Painter 09040 - Furniture Handler 09080 - Furniture Refinisher 09090 - Furniture Refinisher Helper 09110 - Furniture Repairer Minor 09130 - Upholsterer 11000 - General Services And Support Occupations 11030 - Cleaner Vehicles 11060 - Elevator Operator 11090 - Gardener 11122 - Housekeeping Aide 11150 - Janitor 11210 - Laborer Grounds Maintenance 11240 - Maid or Houseman 11260 - Pruner 11270 - Tractor Operator 11330 - Trail Maintenance Worker 11360 - Window Cleaner 12000 - Health Occupations 12010 - Ambulance Driver	9.23 18.04 10.95 18.04 13.27 15.70 18.04 9.35 9.35 13.00 9.44 9.44 9.82 9.26 8.79 11.90 9.82 10.54
07260 - Waiter/Waitress 09000 - Furniture Maintenance And Repair Occupations 09010 - Electrostatic Spray Painter 09040 - Furniture Handler 09080 - Furniture Refinisher 09090 - Furniture Refinisher Helper 09110 - Furniture Repairer Minor 09130 - Upholsterer 11000 - General Services And Support Occupations 11030 - Cleaner Vehicles 11060 - Elevator Operator 11090 - Gardener 11122 - Housekeeping Aide 11150 - Janitor 11210 - Laborer Grounds Maintenance 11240 - Maid or Houseman 11260 - Pruner 11270 - Tractor Operator 11330 - Trail Maintenance Worker 11360 - Window Cleaner 12000 - Health Occupations 12010 - Ambulance Driver 12011 - Breath Alcohol Technician	9.23 18.04 10.95 18.04 13.27 15.70 18.04 9.35 9.35 13.00 9.44 9.44 9.82 9.26 8.79 11.90 9.82 10.54
07260 - Waiter/Waitress 09000 - Furniture Maintenance And Repair Occupations 09010 - Electrostatic Spray Painter 09040 - Furniture Handler 09080 - Furniture Refinisher 09090 - Furniture Refinisher Helper 09110 - Furniture Repairer Minor 09130 - Upholsterer 11000 - General Services And Support Occupations 11030 - Cleaner Vehicles 11060 - Elevator Operator 11090 - Gardener 11122 - Housekeeping Aide 11150 - Janitor 11210 - Laborer Grounds Maintenance 11240 - Maid or Houseman 11260 - Pruner 11270 - Tractor Operator 11330 - Trail Maintenance Worker 11360 - Window Cleaner 12000 - Health Occupations 12010 - Ambulance Driver 12011 - Breath Alcohol Technician 12012 - Certified Occupational Therapist Assistant	9.23 18.04 10.95 18.04 13.27 15.70 18.04 9.35 9.35 13.00 9.44 9.44 9.82 9.26 8.79 11.90 9.82 10.54
07260 - Waiter/Waitress 09000 - Furniture Maintenance And Repair Occupations 09010 - Electrostatic Spray Painter 09040 - Furniture Handler 09080 - Furniture Refinisher 09090 - Furniture Refinisher Helper 09110 - Furniture Repairer Minor 09130 - Upholsterer 11000 - General Services And Support Occupations 11030 - Cleaner Vehicles 11060 - Elevator Operator 11090 - Gardener 11122 - Housekeeping Aide 11150 - Janitor 11210 - Laborer Grounds Maintenance 11240 - Maid or Houseman 11260 - Pruner 11270 - Tractor Operator 11330 - Trail Maintenance Worker 11360 - Window Cleaner 12000 - Health Occupations 12010 - Ambulance Driver 12011 - Breath Alcohol Technician 12012 - Certified Occupational Therapist Assistant 12015 - Certified Physical Therapist Assistant	9.23 18.04 10.95 18.04 13.27 15.70 18.04 9.35 9.35 13.00 9.44 9.82 9.26 8.79 11.90 9.82 10.54 17.77 17.77 24.38 24.38
07260 - Waiter/Waitress 09000 - Furniture Maintenance And Repair Occupations 09010 - Electrostatic Spray Painter 09040 - Furniture Handler 09080 - Furniture Refinisher 09090 - Furniture Refinisher Helper 09110 - Furniture Repairer Minor 09130 - Upholsterer 11000 - General Services And Support Occupations 11030 - Cleaner Vehicles 11060 - Elevator Operator 11090 - Gardener 11122 - Housekeeping Aide 11150 - Janitor 11210 - Laborer Grounds Maintenance 11240 - Maid or Houseman 11260 - Pruner 11270 - Tractor Operator 11330 - Trail Maintenance Worker 11360 - Window Cleaner 12000 - Health Occupations 12010 - Ambulance Driver 12011 - Breath Alcohol Technician 12012 - Certified Occupational Therapist Assistant 12015 - Certified Physical Therapist Assistant	9.23 18.04 10.95 18.04 13.27 15.70 18.04 9.35 9.35 13.00 9.44 9.44 9.82 9.26 8.79 11.90 9.82 10.54 17.77 17.77 24.38 24.38 15.02
07260 - Waiter/Waitress 09000 - Furniture Maintenance And Repair Occupations 09010 - Electrostatic Spray Painter 09040 - Furniture Handler 09080 - Furniture Refinisher 09090 - Furniture Refinisher Helper 09110 - Furniture Repairer Minor 09130 - Upholsterer 11000 - General Services And Support Occupations 11030 - Cleaner Vehicles 11060 - Elevator Operator 11090 - Gardener 11122 - Housekeeping Aide 11150 - Janitor 11210 - Laborer Grounds Maintenance 11240 - Maid or Houseman 11260 - Pruner 11270 - Tractor Operator 11330 - Trail Maintenance Worker 11360 - Window Cleaner 12000 - Health Occupations 12010 - Ambulance Driver 12011 - Breath Alcohol Technician 12012 - Certified Occupational Therapist Assistant 12020 - Dental Assistant 12020 - Dental Assistant	9.23 18.04 10.95 18.04 13.27 15.70 18.04 9.35 9.35 13.00 9.44 9.44 9.82 9.26 8.79 11.90 9.82 10.54 17.77 17.77 24.38 24.38 15.02 32.84
07260 - Waiter/Waitress 09000 - Furniture Maintenance And Repair Occupations 09010 - Electrostatic Spray Painter 09040 - Furniture Handler 09080 - Furniture Refinisher 09090 - Furniture Refinisher Helper 09110 - Furniture Repairer Minor 09130 - Upholsterer 11000 - General Services And Support Occupations 11030 - Cleaner Vehicles 11060 - Elevator Operator 11090 - Gardener 11122 - Housekeeping Aide 11150 - Janitor 11210 - Laborer Grounds Maintenance 11240 - Maid or Houseman 11260 - Pruner 11270 - Tractor Operator 11330 - Trail Maintenance Worker 11360 - Window Cleaner 12000 - Health Occupations 12010 - Ambulance Driver 12011 - Breath Alcohol Technician 12012 - Certified Occupational Therapist Assistant 12015 - Dental Assistant 12025 - Dental Hygienist 12030 - EKG Technician	9.23 18.04 10.95 18.04 13.27 15.70 18.04 9.35 9.35 13.00 9.44 9.82 9.26 8.79 11.90 9.82 10.54 17.77 17.77 24.38 24.38 15.02 32.84 25.99
07260 - Waiter/Waitress 09000 - Furniture Maintenance And Repair Occupations 09010 - Electrostatic Spray Painter 09040 - Furniture Handler 09080 - Furniture Refinisher 09090 - Furniture Refinisher Helper 09110 - Furniture Repairer Minor 09130 - Upholsterer 11000 - General Services And Support Occupations 11030 - Cleaner Vehicles 11060 - Elevator Operator 11090 - Gardener 11122 - Housekeeping Aide 11150 - Janitor 11210 - Laborer Grounds Maintenance 11240 - Maid or Houseman 11260 - Pruner 11270 - Tractor Operator 11330 - Trail Maintenance Worker 11360 - Window Cleaner 12000 - Health Occupations 12010 - Ambulance Driver 12011 - Breath Alcohol Technician 12012 - Certified Occupational Therapist Assistant 12020 - Dental Assistant 12020 - Dental Assistant	9.23 18.04 10.95 18.04 13.27 15.70 18.04 9.35 9.35 13.00 9.44 9.44 9.82 9.26 8.79 11.90 9.82 10.54 17.77 17.77 24.38 24.38 15.02 32.84

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		11.34
12222 - Nursing Assistant II		12.75
12223 - Nursing Assistant III		13.91
12224 - Nursing Assistant IV		15.61
		17.77
12235 - Optical Dispenser		15.88
12236 - Optical Technician		15.49
12250 - Pharmacy Technician		15.33
12280 - Phlebotomist		23.03
12305 - Radiologic Technologist		
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		20.35
13012 - Exhibits Specialist II		25.20
13013 - Exhibits Specialist III		30.83
13041 - Illustrator I		20.35
13042 - Illustrator II		25.20
13043 - Illustrator III		30.83
13047 - Librarian		27.91
13050 - Library Aide/Clerk		16.20
13054 - Library Information Technology Systems		25.20
Administrator		
13058 - Library Technician		16.64
13061 - Media Specialist I		18.18
13062 - Media Specialist II		20.35
13063 - Media Specialist III		22.68
13071 - Photographer I		18.18
13072 - Photographer II		20.35
13073 - Photographer III		25.20
13074 - Photographer IV		30.83
13075 - Photographer V		37.30
13090 - Technical Order Library Clerk		20.35
13110 - Video Teleconference Technician		17.38
		17,30
14000 - Information Technology Occupations		15.71
14041 - Computer Operator I		
14042 - Computer Operator II		17.22
14043 - Computer Operator III		19.19
14044 - Computer Operator IV		21.33
14045 - Computer Operator V	(t)	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 — — — —	17.67
15095 - Technical Instructor/Course Developer	21.62
15110 - Test Proctor	14.27
15120 - Tutor	14.27
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	9.88
16030 - Counter Attendant	9.88
16040 - Dry Cleaner	11.30
16070 - Finisher Flatwork Machine	9.88
16090 - Presser Hand	9.88
16110 - Presser Machine Drycleaning	9.88
16130 - Presser Machine Shirts	9.88
16160 - Presser Machine Wearing Apparel Laundry	9.88
16190 - Sewing Machine Operator	11.94
16220 - Tailor	12.44
16250 - Washer Machine	10.36
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.04
19040 - Tool And Die Maker	22.67
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	15.92
21130 - Shipping/Receiving Clerk	15.92
21140 - Store Worker I	14.76
21150 - Stock Clerk	20.75
21210 - Tools And Parts Attendant	13.96
21410 - Warehouse Specialist	13.96
23000 - Mechanics And Maintenance And Repair Occupations	15.70
23010 - Aerospace Structural Welder	22.76
23019 - Aircraft Logs and Records Technician	17.70
23021 - Aircraft Mechanic I	21.67
23022 - Aircraft Mechanic II	22.76
23023 - Aircraft Mechanic III	23.91
23040 - Aircraft Mechanic Helper	15.07
23050 - Aircraft Painter	20.35
23060 - Aircraft Servicer	17.70
	20.35
23070 - Aircraft Survival Flight Equipment Technician	
23080 - Aircraft Worker	19.12
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	19.12
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	21.67
23110 - Appliance Mechanic	18.04

23120 - Bicycle Repairer	14.49
23125 - Cable Splicer	19.59
23130 - Carpenter Maintenance	16.07
23140 - Carpet Layer	16.86
23160 - Electrician Maintenance	18.05
23181 - Electronics Technician Maintenance I	16.86
23182 - Electronics Technician Maintenance II	18.04
23183 - Electronics Technician Maintenance III	19.55
23260 - Fabric Worker	15.70
	15.43
23290 - Fire Alarm System Mechanic	14.49
23310 - Fire Extinguisher Repairer	
23311 - Fuel Distribution System Mechanic	19.21
23312 - Fuel Distribution System Operator	14.49
23370 - General Maintenance Worker	11.96
23380 - Ground Support Equipment Mechanic	21.67
23381 - Ground Support Equipment Servicer	17.70
23382 - Ground Support Equipment Worker	19.12
23391 - Gunsmith I	14.49
23392 - Gunsmith II	16.86
23393 - Gunsmith III	19.21
23410 - Heating Ventilation And Air-Conditioning	17.16
Mechanic	
23411 - Heating Ventilation And Air Conditioning	18.25
Mechanic (Research Facility)	
23430 - Heavy Equipment Mechanic	18.35
23440 - Heavy Equipment Operator	17.12
23460 - Instrument Mechanic	19.21
23465 - Laboratory/Shelter Mechanic	18.04
23470 - Laborer	11.37
23510 - Locksmith	18.04
23530 - Machinery Maintenance Mechanic	23.13
23550 - Machinist Maintenance	19.21
23580 - Maintenance Trades Helper	10.67
23591 - Metrology Technician I	19.21
23592 - Metrology Technician II	20.42
23593 - Metrology Technician III	21.63
23640 - Millwright	19.21
23710 - Office Appliance Repairer	18.04
23760 - Painter Maintenance	13.95
23790 - Pipefitter Maintenance	18.39
23810 - Plumber Maintenance	17.27
23820 - Pneudraulic Systems Mechanic	19.21
23850 - Rigger	19.21
23870 - Scale Mechanic	16.86
23890 - Sheet-Metal Worker Maintenance	16.09
23910 - Small Engine Mechanic	16.86
23931 - Telecommunications Mechanic I	19.01
23932 - Telecommunications Mechanic II	19.91
23950 - Telephone Lineman	18.24
23960 - Welder Combination Maintenance	17.95
23965 - Well Driller	19.21
23970 - Woodcraft Worker	19.21
23980 - Woodworker	14.49
23980 - Woodworker 24000 - Personal Needs Occupations	14.49
•	1 / 70
24550 - Case Manager	14.72
24570 - Child Care Attendant	10.09
24580 - Child Care Center Clerk	13.25
24610 - Chore Aide	11.62
24620 - Family Readiness And Support Services Coordinator	14.72
24630 - Homemaker	16.12

25000 - Plant And System Operations Occupations			
25010 - Boiler Tender			19.21
25040 - Sewage Plant Operator			21.59
25070 - Stationary Engineer			19.21
25190 - Ventilation Equipment Tender			13.27
25210 - Water Treatment Plant Operator			21.59
27000 - Protective Service Occupations			21,00
27004 - Alarm Monitor			10.90
27007 - Right Wolffeld			9.40
27008 - Corrections Officer			12.05
27010 - Court Security Officer			12.05
27030 - Detection Dog Handler			10.90
27040 - Detection Dog Handler 27040 - Detention Officer			12.05
27070 - Firefighter			12.05
27101 - Guard I			9.40
27101 - Guard I 27102 - Guard II			10.90
27131 - Police Officer I			12.05
27131 - Police Officer II			13.40
28000 - Recreation Occupations			13.40
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 - Gate Attendant Gate Tender			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			17.71
29010 - Blocker And Bracer			23.62
29020 - Hatch Tender			23.62
29030 - Line Handler			23.62
29041 - Stevedore I			21.98
29042 - Stevedore II			25.26
30000 - Technical Occupations			
30010 - Air Traffic Control Specialist Center	(HFO)	(see 2)	39.89
30011 - Air Traffic Control Specialist Station	(HFO)	- ,	27.50
30012 - Air Traffic Control Specialist Terminal	(HFO)	•	30.29
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		23.94
30363 - Paralegal/Legal Assistant III		29.29
30364 - Paralegal/Legal Assistant IV	 -	35.44
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		25.35
30492 - Unexploded Ordnance (UXO) Technician II		30.67
30493 - Unexploded Ordnance (UXO) Technician III		36.76
30494 - Unexploded (UXO) Safety Escort		25.35
30495 - Unexploded (UXO) Sweep Personnel		25.35
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	(555 2)	20,00
		20.67
31010 - Airplane Pilot		30.67
31020 - Bus Aide ————————————————————————————————————	· · · · · · · · · · · · · · · · · · ·	8.15
31030 - Bus Driver		9.69
31043 - Driver Courier		9.69
31260 - Parking and Lot Attendant		9.91
31290 - Shuttle Bus Driver		10.59
31310 - Taxi Driver		10.37
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		14.95
99030 - Cashier		9.48
99050 - Desk Clerk		9.70
99095 - Embalmer		25.35
99130 - Flight Follower		25.35
99251 - Laboratory Animal Caretaker I		22.67
· · · · · · · · · · · · · · · · · · ·		
99252 - Laboratory Animal Caretaker II		24.77
99260 - Marketing Analyst		21.54
99310 - Mortician		25.35
99410 - Pest Controller		14.61
99510 - Photofinishing Worker		13.32
99710 - Recycling Laborer		15.75
99711 - Recycling Specialist		21.66
99730 - Refuse Collector		14.91
99810 - Sales Clerk		9.66
99820 - School Crossing Guard		16.75
99830 - Survey Party Chief		22.02
99831 - Surveying Aide		12.52
99832 - Surveying Technician		16.27
The state of the s		
99840 - Vending Machine Attendant		22.67
99841 - Vending Machine Repairer		28.88
99842 - Vending Machine Repairer Helper		22.67

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 re NON-COLLUSION

CITY OF)			
) ss. ISLAND OF GUAM)			
Γ.	state name of affia	nt sianina helowl	being first duly sworn,
deposes and says that:	diate name of ama	in eigimig bolow ₁ ,	boning mot daily strong
1. The name of the offer	ing company or	individual is [<i>state</i>	name of company
2. The bid for the solicitation is offeror has not colluded, conspired, comperson, to put in a sham bid or to refradirectly or indirectly, sought by an agree person to fix the bid price of offeror or of said bid price, or of that of any other Guam or any other offeror, or to secure interested in the bid contract. All states the knowledge of the undersigned. This the offeror's officers, representatives, agree of the offeror's officers, representatives, agree of the solicitation is officers.	nnived or agreed, distain from making an eement or collusion, of any other offeror, or offeror, or to secure any advantage againments in this affidavious statement is made pall of myself as a regall	rectly or indirectly, very offer. The offeror longer to fix any overhead any advantage against the government and in the propose pursuant to 2 GAR Expresentative of the operations.	with any other offeror or has not in any manner, or conference, with any d, profit or cost element of ainst the government of of Guam or any personal are true to the best of Division 4 § 3126(b).
-	Signature of one of the Offeror, if the offeror is officer, if the offeror is a Officer, if the offeror is a	an individual; a partnership;	
Subscribed and sworn to before me this	day of	, 202	
NOTARY PUBLIC My commission expíres,			
AG Procurement Form 003 (Jul. 12, 2010)			
` ' '			

AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSION

TY OF)				
LAND OF GUAM) ss.)				
I, the undersigned, the offeror and that			i say that I am a	ın authorized re	presentative of
] The offeror is an in	dividual or sole	proprietor and owr	s the entire (10	0%) interest in t	the offering busir
The offeror is a cor company], and the shares of interest in of the proposal are	persons, compa	anies, partners, or usiness during the	[ploint venturers was immed	lease state nam /ho have held m	nore than 10% of
<u>Name</u>		<u>Address</u>	<u>%</u>	of Interest	
					_ _
English Land Hald		1			. , ,
Further, I say that to other compensation which this affidavit	n for procuring o	or assisting in obtai	ning business re , please so state	elated to the bid	
other compensation which this affidavit Name	n for procuring of is submitted are	or assisting in obtainer as follows [if none Address see should change be	ning business re , please so state <u>Co</u> etween the time	elated to the bid e]: empensation e this affidavit is	or proposal for made and the tir
other compensation which this affidavit Name If the ownership of the	n for procuring of is submitted are offering busines contract is ente	or assisting in obtaing as follows [if none Address ss should change by red into, then I pro	ning business re to please so state Co etween the time mise personally	elated to the bid e]: empensation e this affidavit is	or proposal for made and the tir
other compensation which this affidavit Name If the ownership of the an award is made or a	n for procuring of is submitted are offering busines contract is ente	or assisting in obtaing as follows [if none Address ss should change by red into, then I pro	etween the time mise personally ment. of the following or is an individuator is a partnership.	elated to the bid e]: empensation e this affidavit is to update the d : t; p;	or proposal for made and the tir
other compensation which this affidavit Name If the ownership of the an award is made or a	offering busines contract is ente	Address Address Ss should change be red into, then I provide into the governiation of the offer partner, if the offer Officer, if the offer of the offe	etween the time mise personally ment. of the following or is an individual for is a corporation	elated to the bid e]: empensation e this affidavit is to update the d : t; p;	or proposal for made and the tir
other compensation which this affidavit Name If the ownership of the an award is made or a 5 GCA §5233 by delive	offering busines contract is ente	Address Address Ss should change be red into, then I provide into the governiation of the offer partner, if the offer Officer, if the offer of the offe	etween the time mise personally ment. of the following or is an individual for is a corporation	elated to the bid e]: empensation e this affidavit is to update the d : t; p;	or proposal for

AG Procurement Form 002 (Rev. Nov. 17, 2005)

Page 19 of 37

AFFIDAVIT re CONTINGENT FEES

	}			
ND OF GUAM) ss.)			
	[state name of affiar	nt_signing below], being fir	st sworn, depos
ays that:				
1.	The name of the offering o	ompany or individu	al is [state name of compa	any]
	As a part of the offering co any has not retained any pe angement to secure this co	erson or agency on	a percentage, commission	n, or other
Guam upon a contingent fee	As a part of the offering co any has not retained a pers n agreement or understand e, except for retention of bor es for the purpose of securi 1108(f).	on to solicit or secuing for a commission fide employees o	re a contract with the goven, percentage, brokerage or bona fide established co	ernment of , or ommercial
4. behalf of the o	I make these statements o offeror's officers, representa			
		Signature of one Offeror, if the offero Partner, if the offero Officer, if the offero	or is a partnership;	
		day of		
Subscribed ar	nd sworn to before me this		, 202	

AG Procurement Form 007 (Jul. 15, 2010)

GOVERNMENT OF GUAM

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

BID BOND

NO.

	S that	
A duly admitted insurer under the laws of the	ng Company),	called the Surety are
Held firmly bound unto the Territory of Gu	am for the sum of	
Dollars (\$), for Payment	t of which sum will and
truly to be made, the said Principal and the	said Surety bind ourselves, our heirs, execut	tors, administrators,
successors and assigns, jointly and severally	y, firmly by these presents.	
WHEREAS, the Principal has submitted	a bid for (identify project by number and br	ief description)
into a Contract with the Territory of Guam as may be specified in bidding or Contract of such Contract and for the prompt paymed event of the failure of the Principal to enter to the Territory of Guam the difference not and such larger amount for which the Territory work covered by said bid or an appropriate obligation shall be null and void, otherwise	Guam shall accept the bid of the Principal a in accordance with the terms of such bid, at Documents with good and sufficient surety and of labor and material furnished in the part such Contract and give such bond or bond to exceed the penalty hereof between the at tory of Guam may in good faith contract with the liquidated amount as specified in the Into remain full force and effect. day of	nd give such bond or bonds for the faithful performance rosecution thereof, or in the ds, if the Principal shall pay mounts specified in said bid ith another party to perform nvitation for Bids then this
	(PRINCIPAL)	(SEAL)
	(2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	(2.2.2)
(WITNESS)		
(TITLE)		
(MAJOR OFFICER OF SURETY)	(MAJOR OFFICE	R OF SURETY)
(TITLE)	— (TITL	.E)
	(RESIDENT GEN	VERAL AGENT)

DOA 113/Rev: 4-1-87

INSTRUCTION TO PROVIDERS:

NOTICE to all Insurance and Bonding Institutions:

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

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

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

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

GOVERNMENT OF GUAM GENERAL TERMS AND CONDITIONS

SEALED BID SOLICITATION AND AWARD

Only those Boxes checked below are applicable to this bid.

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

 (2 GAR, Div. 4 § 3116)

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[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).
- [X] 23. MARKING: Each outside container shall be marked with the Purchase Order number, item number, brief item description and quantity. Letter marking shall not be less than 3/4" in height.
- [X] 24. SCHEDULE FOR DELIVERY: Successful bidder shall notify the Department of Public Works/General Services Agency, Telephone Nos. 646-3139 DPW / GSA 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.
- [] 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.

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[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 receive by the Chief Procurement Officer at least twenty-four (24) hours before the specified delivery date. Notification of delay shall include an explanation of the causes and reasons for the delay including statement(s) from supplier or shipping company causing the delay. The Government reserves the right to reject delay justification if, in the opinion of the Chief Procurement Officer, such justification is not adequate.

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[X] 40.	SERVICE-DISABLED VETERAN OWNED BUSINESS P Service-Disabled Veteran Owned Business as defined in 5 GC.	REFERENCE: Bidding is subject to the policy in favor of A sections 5011 and 5012.
[X] 41.	LIQUIDATED DAMAGES: When the contractor is given not 1 (Default) of the Termination for Default Clause of this contrashall be liable for damages for delay in the amount of one-four day from date set for cure until either the territory reasonable of terminated for default, or until the contractor provides the supple default. To the extent that the contractor's delay or non-perfor Nonperformance or Delayed Performance) of the Termination shall not be due the territory. The contractor remains liable for §6101(d).	act and fails to cure in the time specified, the contractor the of one percent (1%) of outstanding order per calendar btains similar supplies or services if the contractor is lies or services if the contractor is not terminated for mance is excused under Paragraph 15 (Excuse for for Default Clause of this contract, liquidated damages
[X] 42.	during the progress of the work herein covered, and to be resp of Guam from the payment of all sums of money by reason of upon or about such work, and fines, penalties and loss incurred regulations, or the laws of Guam or the United States, while the indemnify the Government of Guam against any claim for loss	onstruct, erect, inspect, make delivery or remove property e, provide and make all proper, necessary and sufficient of any accidents, injuries or damages to any person or property onsible for, and to indemnify and save harmless the Government all or any such accidents, injuries or damages that may occur for or by reasons of the violations of any territorial ordinance, e work is in progress. Contractor will carry insurance to damage or injury to property or persons arising out of the the services covered by the contract and the use, misuse or failure
[X] 43.	Contract will be cancelled if funds not appropriated or in contractor. 2 GAR, Div.4 §3121(e) (1) (C) and 2 GAR, I	
[]44.	If cancelled, contractor will be reimbursed unamortized r 2 GAR, Div.4 § 3121(e) (1) (G).	easonably incurred non-recurring costs.
[X] 45.	CONTACT FOR CONTRACT ADMINISTRATION : If y please designate a person whom we may contact for prompt ad	
	Name:	Title:
	Address:	Telephone:

GOVERNMENT OF GUAM

SEALED BID SOLICITAITON INSTRUCTIONS

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.
- e) No Entitlement To Preparation Costs the bidder expressly waives any right it may have against the government for any expenses incurred in connection with the preparation of its bid.
- 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 WITHDRAWL 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. <u>ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS</u>: 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.

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- 3. 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 seek any administrative or judicial review authorized by law.

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 Count 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. MANDATORY DISPUTES RESOLUTION CLAUSE: In the event of a conflict between this "Mandatory Disputes Resolution Clause" and any other terms in this contract, it is the intent of the government of Guam and the contractor that the terms of this clause are to be given precedence.
 - (1) Disputes Contractual Controversies. The government of Guam and the contractor agree to attempt resolution of all controversies which arise under, or are by virtue of, this contract through mutual agreement. If the controversy is not resolved by mutual agreement, then the contractor shall request the head of the purchasing agency, or their designee, in writing to issue a final decision within sixty days after receipt of the written request in keeping with 5 GCA § 5427(c). The head of the purchasing agency or their designee shall immediately furnish a copy of the decision to the contractor, by certified mail with a return receipt requested, or by any other method that provides evidence of receipt.
 - (2) Absence of a Written Decision within Sixty Days. If the head of the purchasing agency, or their designee does not issue a written decision within sixty 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 though the head of the purchasing agency, or their designee had issued a decision adverse to the contractor.
 - (3) Appeals to the Office of Public Accountability. The head of the purchasing agency, or their designee's decision shall be final and conclusive, unless fraudulent or unless the contractor appeals the decision administratively to the Public Auditor in accordance with 5 GCA § 5706.

- (4) Disputes Money Owed To or By the Government of Guam. This subsection applies to appeals of the government of Guam's decision on a dispute. For money owed by or to the government of Guam under this contract, the contractor shall appeal the decision in accordance with the "Governments Claims Act", 5 GCA § 6101 et. Seq., by initially filing a claim with the Office of the Attorney General no later than eighteen months after the decision is rendered by the government of Guam or from the date when a decision should have been rendered. For all other claims by or against the government of Guam arising under this contract, the Office of the Public Auditor has jurisdiction over the appeal from the decision of the government of Guam. Appeals to the Office of the Public Auditor must be made within sixty days of government of Guam's decision or from the date the decision should have been made.
- (5) Exhaustion of Administrative Remedies. The contractor shall exhaust all administrative remedies before filing an action in the Superior Court of Guam in accordance with applicable laws.
- (6) Performance of Contract Pending Final Resolution by the Court. The contractor shall comply with the government of Guam's decision and proceed diligently with performance of this contract pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, this contract, except where the contractor claims a material breach of this contract by the government of Guam. However, if the head of the purchasing agency determines in writing that continuation of services under this contract is essential to the public's health or safety, then the contractor shall proceed diligently with performance of the contract notwithstanding any claim of material breach by the government of Guam.
- 13. 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.
- 14. GOVERNMENT FURNISHED PROPERTY: No material, labor or facilities will be furnished by the Government unless otherwise provided for in the Solicitation.
- 15. <u>SELLER' INVOICES</u>: 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.
- 16. 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)).
- 17. 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.
- 18. 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)
- 19. <u>STATEMENT OF QUALIFICATIONS</u>: 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.
- 20. 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.
- 21. <u>ETHICAL STANDARDS</u>: 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)
- 22. 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)
- 23. CONTRACTOR'S WARRANTY AS TO EMPLOYEES AND SEX OFFENSES. Reference 5 GCA 5253 (b): Contractor warrants that no person providing services on behalf of the Contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry.

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

24. 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 7Guam; (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.

- 25. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION: The undersigned Bidder certifies that the bid price submitted was Independently arrived at without collusion GAR § 3126
- 26. <u>LICENSING OR CERTIFICATE(S) OF EXEMPTIONS</u>: 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.
- 27. <u>EQUAL EMPLOYMENT OPPORTUNITY:</u> 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.
- 28. <u>DISCLOSURES OF MAJOR SHAREHOLDERS:</u> (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.

ITEM NO.	DESCRIPTION	QTY/	JOM	UNIT PRICE	PRICE EXTENSION
1.1	Telehandler with work platform attachment (Latest Model) As per the following specifications:	1	EA.	\$	\$
GENERALS: These specific be supplied by acceptance.	eations have been written to describe minimer the equipment manufacturer bidding. Re	um equi easonab	pment, quality le_test may be	and performance conducted upo	ce requirements to on delivery before
The successfu the equipment	l bidder shall furnish all necessary and desir	able inf	ormation instru	ctions for the p	roper operation of
The governme specification of	ent reserves the right to accept and/or reject discrepancies and to award the bid as council	any and deems	l all bids, to water to be in the best	nive any defects t interest of the	s, irregularities, or government.
	equipment shall be new /unused, current mo	odel yea	r or later produ	ection. Shall m	eet all applicable
published lite	equipment shall be supplied with all standard erature/brochure unless specifically deleted neet the requirements of this specification sha	l as sta	ted in this sp	sories indicated recification. Op	in manufacturer's otional equipment
but specify the	s: Manufacturers' brands and stock/part numer level of quality and or performance necess performance to the brand specified may be bidder.	ary. A	ternate brands	found to be equ	al to or greater in
meet the need through marked dealerships.	pecifications were drafted to allow for reason ds of the Department of Public Works . The research of product availability and capable. The specifications were based on the follow d: JLG , model# 943 \ CAT model# TL943D\ a	The minoilities wing m	nimum requirer vith references akes and mode	nents specified and recommen- els, therefore, b	were established dations from local
Should any b specifications,	NCIES LISTED: pidder have deviations from these specifically, he shall submit a letter and attach it to the beginning properties.	itions in	this bid and aining the devia	cannot meet retions. Failure	equirement of the to do so will cause
SPECIFICAT	<u>ΓΙΟΝS</u> :		BIDD	ING ON / REM	MARKS:
Gross Power Barry Fuel\Water sep	I, liquid cooled. asic: 110 hp minimum. arator with see through inspection cup. vith fuel available on Guam.		Augentina		
	nust fluid is required to operate the vehicle, pply, per equipment, shall be included with t	he deliv	ery.		
Fuel Tank Cap	pacity: 38 gallons minimum.				
Transmission: Automatic with	n Power-shift 4-speed forward and 3-speed revers	se.			

Top Travel Speed: 15 mph minimum.

<u>Axles:</u> Trunnion mounted planetary steer axles / Integral Steel Cylinder high bias limited slip differential on front axle.

SPECIFICATIONS:	BIDDING ON / REMARKS:
Brakes: Service brakes – wet disc brake on front and rear axles. Parking brakes – wet disc spring-applied hydraulic release on front axle.	
<u>Drive:</u> 4 wheel drive.	
Steering: Power assisted 4 wheel steering.	
Operator selectable 4-wheel circle, 4-wheel crab, 2-wheel front.	<u> </u>
Ground Clearance: 17 inches minimum.	
Turning Radius: No More than 13 feet, 11 inches.	
Rated capacity: at 24 inch load center, 8,999 lbs. minimum.	
Capacity at max reach: 1,200 lbs. minimum.	
Capacity at max lift height: 7,000 lbs. minimum.	
Max Forward Reach: 30 feet 5 inches minimum.	
Max. Lift height: 43 feet minimum.	
Boom Features:	
Boom shall be equipped with a quick coupler system for easy mounting of attachments.	•
Lifting hook: A coupler mounted lifting hook attachment shall be provided.	
<u>Carriage:</u> Manufacturer's Standard \Heavy-Duty with the following features and or options:	
Load Back Rest: a high visibility load back rest shall be provided.	
Carriage Width: 50 inches minimum, 72 inches maximum.	
Tilt: Shall be equipped with forward and back tilt capabilities.	
Forks: 2.36 inches thick minimum x 4 inches wide minimum x 48 inches long minimum, 60 inches maximum.	
Fork extensions: Compatible\ telehandler manufacturer approved fork extensions shall be provided. Allowing for no less than 72 inch—fork length and no more than 90 inches.	
Lift hook system: Manufacturer's carriage mounted lift hook option shall be provided.	
Ariel Work Platform\Basket: A fork mounted work platform\ basket shall be provided and shall have the following features:	ANALOGIS SECTION AND ANALOGIS
Must be approved by Telehandler Manufacturer and shall be equipped to allow for safe lifting of material and or personnel to working heights.	
Light weight and durable.	
Width 4 feet x length 7 feet platform minimum. Width 5 feet x length 9 feet maximum.	

SPECIFICATIONS:	BIDDING ON / REMARKS:
Slip resistant flooring\deck.	
Side entry with removable front railing.	
800-1000 lbs. capacity (dependent on reach and height)	MANAGE TO THE PARTY OF THE PART
3 lanyard attach points.	
Suitable locking mechanism shall be provided to secure the platform to the forks and or carriage.	
Tires: Manufacturer's standard size or $370/75 - 28$, pneumatic or foam filled tires, designed and engineered for rough terrain shall be provided.	
Spare Wheel and Tire: 1 ea. Spare, identical to the size and type wheel and tire of those mounted to the telehandler shall be provided.	AND
Fenders: Shall be equipped with fenders at all 4 wheels.	
Cab\Operator's station: Fully enclosed certified FOPS structure with the following features:	
Reverse Camera and Monitor system. Reverse Sensing system. Multi-functional display with on board diagnostics. A\C - air conditioning Horn Single Joystick Controls Tilt & Declutch on Joystick Adjustable Seat Anti-Theft features Top glass guard shall be installed. Front and rear glass\ wiper system shall be provided. Strobe beacon light: Flush mounted or magnetic on top or side of cab. Tilt\Adjustable steering wheel. Rear and side view mirrors shall be provided. Instruments:	
Volt Meter Hour meter Engine Oil Pressure Gauge Temperature Gauge Fuel Gauge	
Overall Vehicle: To include all manufacture's standard features as stated in brochure. Must meet all applicable DOT and OSHA requirements applicable to Guam for equipment in this class. (Any applicable safety and anti- vandalism options as stated in the manufacturer's brochure shall be provided.	
Labels and Warnings: All posted warning, instructions and weight limitation labels shall be written in the English and US values.	
Upon delivery, variable capacity limitations shall be presented to purchaser. Purchaser shall be advised of lift limitations.	

SPECIFICATIONS: BIDDING O	N / REMARKS:
Safety Equipment: Fire extinguisher, first aid kit and road triangle kit shall be installed where they can be easily accessed by the operator including any other equipment required to comply any applicable with DOT and OSHA regulations for Guam.	
Additional options:	
Lighting:	
LED WORK-LIGHT PACKAGE Two Boom and Four Cab Mounted Lights shall be provided.	
ROAD LIGHT PACKAGE Headlights, Tail Lights, Brake Lights, Turn Signals.	
Color: Manufacturer's Standard	
Backup alarm: An audible backup alarm shall be provided.	
Counter weights or Stabilizers: The manufacturer shall ensure that any required counter weights and or stabilizers are provided to maximize the stability of the Telehandler.	
Manufacturer's standard tie downs for the transport of equipment shall be provided.	
Full tank of fuel shall be provided.	
All hardware for license plate installation.	
Markings:	
Permanent\Visible vinyl adhesive markings must be installed upon delivery. Marking shall include the following: (on both sides of equipment)	
1) "Government of Guam \ For official use only" 2 inch lettering	
2) Department \Agency Logo. Please coordinate with an agency rep for design specifics.	
Required Manuals:	
1 set per unit delivered (Hard copy & CD ROM Illustrated all in English)	
Operator's, Shop Repair & Preventive Maintenance and parts manuals for all components of equipment delivered.	
To include troubleshooting and diagnostic techniques.	
Line setting ticket; fast moving parts list.	AAA AAAA AAAA AAAA AAAA AAAA AAAA AAAA AAAA
Delivery requirements: 1) Equipment shall be fully assembled with all attachments \ implements and or accessories. 2) Factory recommended Pre-Operation serviced. 3) Operation ready upon delivery to DPW. 4) The successful bidder shall have a qualified service representative in attendance with the equipment during the delivery for start- up operations to make any adjustments needed and to give operator\s instruction on the proper operation.	

Build Sheet: A factory certified document that states the standard and optional features provided on the equipment offered with this proposal shall be included upon delivery. (A manufacturer's brochure dose not satisfy this requirement). () Yes, as requested:
Factory Recalls All factory recalls, modification, news bulletins, illustrations, etc. shall be routed to the DPW Transportation Maintenance division throughout the life of the equipment. () Yes, as requested: () NO, remarks:
On Site Training required: (Upon delivery of equipment to the Department of Public Works) The successful bidder shall provide basic training associated with the equipment delivered. Government of Guam personnel shall be briefed on but not limited to the following: Safe and efficient operating skills, Pre \ Post operation points of emphasis and Preventive Maintenance. () Yes, as requested: () NO, remarks:
Warranty: (All guarantee, warranty, and service periods begin on date of acceptance). The successful bidder shall guarantee all parts, components and attachments associated with the equipment delivered to be free from defects in material and workmanship for the period of (1) year / unlimited hours starting at the date of acceptance. Unlimited to include lights, fuses etc. Unless defect is determined to be caused by obvious operator negligence. () Yes, as requested: () NO, remarks:
The successful bidder shall also provide the manufacture's standard or extended warranty. (No less than 24 months\2400 hours, whichever comes first) Certification of Manufacturer's warranty and its limitations will be provided at time of delivery. () Yes, as requested: () NO, remarks:
Service\ Preventive maintenance: Successful bidder shall perform all recommended Preventive Maintenance service as defined by the tractor manufacturer's scheduled maintenance guide for a period of 36 months \ 3,600 hours; whichever comes first at no additional cost to the Government of Guam Documentation\Service contract shall be included with the delivery of equipment. () Yes, as requested: () NO, remarks:
Warranty and service conditions: The successful bidder shall be fully responsible to entertain, address, negotiate and schedule any and all warranty related issues whether in house or with outside vendors. () Yes, as requested: () NO, remarks:
The successful bidder shall provide service such as preventive maintenance, diagnostic, repair or adjustments of the equipment on government premises or field location. If repair cannot be done on location, bidder shall have equipment transfer to shop where repair can be executed at any time within the warranty\service period. () Yes, as requested: () NO, remarks:
The successful bidder shall be responsible for all cost associated with warranty and service. To include but not limited to: Transport, diagnostic, parts, labor, disposal etc. () Yes, as requested: () NO, remarks:
During warranty period, the Government of Guam will not be liable for diagnostic fees not covered by warranty. Exception: (Defect determined to be caused by obvious operator negligence). () Yes, as requested: () NO, remarks:
If service is determined to be Non-Warranted, the bidder shall provide a labor cost (hourly rate) for such

Requirements \$ /hour.

All warranty and maintenance services shall be performed by manufacture\factory trained \ authorized technicians. () Yes, as requested: () NO, remarks:
Due to nature of services provided by the Government of Guam all maintenance and warranty repairs shall be subject to priority scheduling and performed expeditiously. () Yes, as requested: () NO, remarks:
If equipment is out of service for (3) three consecutive days or longer awaiting parts, service or repairs, the total amount of time shall be added to existing warranty period. () Yes, as requested: () NO, remarks:
NOTE: Partial deliveries will not be accepted. All requirements specified must be provided at time of delivery.
Bidder shall identify on their bids any deviations from requirement on remarks column and state item being offered to evaluation processing. Failure to comply may result in rejection of bid.
Manufacture's brochure shall be furnished with this bid proposal.
Certificate of Origin will be provided at time of delivery.
Vehicle\Equipment must be inspected and pass inspection by authorized safety inspection station.
Equipment must be delivered to the Department of Public Works for inspection and acceptance.
BIDDING ON:
MANUFACTURED BY:
YEAR:
MAKE:
MODEL:
DATE OF DELIVERY:
These specifications were developed by the staff of the Department of Public Works, Transportation Maintenance Division and approved by:
VINCENT P. ARRIOLA, Director, TODD A. GILLAN, Superintendent TMD, LINDA IBANEZ, Chief of Operations and DARREN MUNA, Superintendent, HMC