**GSA**
GENERAL SERVICES AGENCY
(Ahensian Setbision Hinirat)
Government of Guam
2nd Floor ITC Bldg. Rm. 215, Tamuning, Guam 96931
Tel: 475-1713 * Telefax: 472-4217; 475-1716; 475-1727

Accountability * Impartiality * Competence * Openness * Value

# INVITATION FOR BID NO: GSA-059-23

**"This is an "Indefinite Quantity Bid"**

## DESCRIPTION:

Purchase and Installation of Multi-Party Workstations, Filing Cabinets, and Office Chairs

## SPECIAL REMINDER TO PROSPECTIVE BIDDERS

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

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

a. Cashier's Check or Certified Check
b. Letter of Credit
c. Surety Bond – Valid only if accompanied by:

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

(X) BROCHURES/DESCRIPTIVE LITERATURE;

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

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

(X) CURRENT BUSINESS LICENSE/CONTRACTOR'S LICENSE/SPECIALTY LICENSE
**IN REFERENCE TO SUPPLIES OR SERVICES FOR THIS BID must be submitted prior to an award.**

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

On this _____ day of _____, 202___, I _____,

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

_____
Bidder Representative's Signature

DOA 132 Re

*Invitation for Bid: GSA-059-23*

**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 **email to gsaprocurement@gsadoa.guam.gov**

**Acknowledgement Receipt Form must be submitted no later than three (3) days upon receipt of IFB package.**

**Name** _____

**Signature** _____

**Date** _____

**Time** _____

**Contact Number** _____

**Fax Number** _____

**Contact Person regarding IFB** _____

**Title** _____

**E-Mail Address** _____

**Company/Firm** _____

**Address** _____

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

All questions and concerns in regards to this bid must be submitted to the General Services Agency via email to gsaprocurement@gsadoa.guam.gov attention to the Chief Procurement Officer no later than Tuesday, September 5, 2023, close of business at 5:00pm.

**Reference Page 31 of 41 #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.**

**Site Visit Schedule:**
Date: 10:00am, Thursday, August 31, 2023
Location: Department of Public Works, 542 North Marine Corps Drive, Tamuning, Guam 96913
Point of Contact: Marlene Tydingco (671) 646-3209

# INVITATION FOR BID

ISSUING OFFICE:

GENERAL SERVICES AGENCY
GOVERNMENT OF GUAM
2nd FLOOR ITC BLDG. RM. 215,
TAMUNING, GUAM 96913

8/23/23

JOYJEAN ARCEO
Acting Chief Procurement Officer*
*By appointment of Director of the Department of Administration effective July 26, 2023 through September 26, 2023.

DATE ISSUED: **August 24, 2023** BID INVITATION NO: **GSA-059-23**

BID FOR: Purchase and Installation of Multi-party Workstations, Filing Cabinets, and Office Chairs
SPECIFICATION: **SEE ATTACHED**
DESTINATION: Department of Public Works
SITE VISIT SCHEDULE: Thursday, August 31, 2023 – Location: 542 North Marine Corps Drive, Tamuning, Guam 96913
REQUIRED DELIVERY DATE: **182 days upon receipt of purchase order. For a period of one (one) year on an as needed basis upon availability of funds. This is an "Indefinite Quantity Bid."**

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INSTRUCTION TO BIDDERS:

INDICATE WHETHER: ____ INDIVIDUAL ____ PARTNERSHIP ____ CORPORATION

INCORPORATED IN: _____

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) **10:00am**, Date: **09/13/2023** and shall be publicly opened. Bid submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions, and Sealed Bid Solicitation for details.

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

NAME AND ADDRESS OF BIDDER:

_____
_____
_____
_____
_____

SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGN THIS BID:

_____
_____

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

ITEM NO(S). AWARDED:_____

CONTRACTING OFFICER:

_____
JOYJEAN ARCEO
Acting Chief Procurement Officer*
*By appointment of Director or the Department of Administration effective July 26, 2023 through September 26, 2023.

NAME AND ADDRESS OF CONTRACTOR:

_____
_____
_____
_____
_____

SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGN THIS CONTRACT:

_____
_____

# SPECIAL PROVISIONS

GSA-059-23

Purchase and Installation of Office Furniture

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

**Delivery:**

One-hundred eighty-two (182) days upon receipt of purchase order. Schedule time and quantity will be coordinated between the successful bidder and the requesting department on an as needed basis.

**Contract Period:**

The term of this contract is for a period of one (1) year on an as needed basis upon availability of funds. Within this contract period of one (1) year the contract shall be reviewed every 6 months supported by a written determination for continued need. 2GAR Div 4 §3119(i) and §6101 (5)(b)

Department of Public Works is required to order its actual requirements during the one (1) year period from the awarded bidder. 2 GAR, Div. 4, § 3119(i)(3); 5 G.C.A. § 5235. The only exemptions to this actual-requirements assertion above are: A) when the agency's Procurement Officer approves a finding that the supply or service available under the contract will not meet a nonrecurring, special need of the procuring agency; or B) when supplies are produced incidental to the Government of Guam's own programs as may be available that can satisfy the need.

**Additional Requirement:**

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

**Funding Status and IDIQ Intention**

The using agency may receive additional funding for similar purchases in the near future and thus intends to utilize an IDIQ requirement(s) contract.

The government is in need of an indefinite quantity ("IDIQ") contract because, although expected, additional funds for similar and/or identical items is not at this time definite and it would expend unnecessary government resources to publish, solicit, and analyze an additional IFB simply because of the confirmed influx of funding within this one (1) – year IDIQ period. Other forms of contract will not suffice because they are not the official method for purchasing additional identical items at the same price as in the original accepted bid. 2GAR Div 4 §3119(i) and §6101 (5)(b).

**DISCLOSURE OF OWNERSHIP, COMMISSIONS, INFLUENCE, AND CONFLICTS**- As a condition of submitting a Bid/Offer/Proposal or entering into a contract with the government of Guam, any partnership, sole proprietorship, business entity, 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 partnership, sole proprietorship or corporation at any time during the twelve (12) month period immediately preceding publication of the procurement, or entering a contract on the Affidavit Disclosing Ownership, Influence, Commissions and Conflicts of Interest attached to this solicitation at Section IV. This Affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship or corporation, which have been held by each such person/entity during the preceding twelve (12) month period, and other ownership disclosures in accordance with Public Law 36-13. In addition, the Affidavit shall contain the name and address of any person/entity who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the Bid/Offer/Proposal for the Bidder/Offeror and shall also contain the amounts of any such commission, gratuity or other compensation, and shall list any required conflicts of interest. Any Bidder/Offeror must keep this Affidavit current through the date that a Notice of Award is issued in this procurement, and throughout any awarded contract, if the Bidder/Offeror is awarded the contract. A Bid/Offer/Proposal from any Bidder/Offeror listing a person with a potential conflict of interest on the Affidavit may be rejected. The Affidavit shall be open and available to the public inspection and copying. This Affidavit Disclosing Ownership, Influence, Commissions and Conflicts of Interest attached to this solicitation must be completed and returned with the Bidder/Offeror's Bid/Offer/Proposal. Failure to submit the Affidavit with the Bid/Offer/Proposal may be deemed nonresponsive and cause for rejection of the Bid/Offer/Proposal upon opening.

**AFFIDAVIT RE ETHICAL STANDARDS**

CITY OF _____)
) ss.
ISLAND OF GUAM )

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

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

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

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

_____
NOTARY PUBLIC
My commission expires _____, _____.

## AFFIDAVIT re NO GRATUITIES or KICKBACKS

CITY OF _____ )
) ss.
ISLAND OF GUAM )

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

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

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

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

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

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

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

_____
NOTARY PUBLIC
My commission expires _____, _____.

## Special Provisions

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

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

_____

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

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

_____

NOTARY PUBLIC
My commission expires, _____, _____.

**FORM E**

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

Procurement No: **GSA-059-23**
Purchase and Installation of Multi-party Workstations, Filing Cabinets, and Office Chairs

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

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

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

**§ 5801. Wage Determination Established.**

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

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

**§ 5802. Benefits.**

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

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

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

_____
Signature Date

THE SERVICE CONTRACT ACT
ADMINISTRATION
By direction of the Secretary of Labor

EMPLOYMENT STANDARDS

WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Daniel W. Simms
Director

Division of
Wage Determinations

Wage Determination No.: 2015-5693
Revision No.: 19
Date Of Last Revision: 07/17/2023

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Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026.

| | |
|---|---|
| If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: | Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least $16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023. |

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

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States: Guam, Northern Marianas, Wake Island

Area: Guam Statewide
Northern Marianas Statewide
Wake Island Statewide

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**Fringe Benefits Required Follow the Occupational Listing**

| OCCUPATION CODE - TITLE | FOOTNOTE | RATE |
|---|---|---|
| 01000 - Administrative Support And Clerical Occupations | | |
| 01011 - Accounting Clerk I | | 14.27*** |
| 01012 - Accounting Clerk II | | 16.02*** |
| 01013 - Accounting Clerk III | | 17.93 |
| 01020 - Administrative Assistant | | 21.43 |
| 01035 - Court Reporter | | 17.40 |
| 01041 - Customer Service Representative I | | 12.75*** |
| 01042 - Customer Service Representative II | | 14.23*** |
| 01043 - Customer Service Representative III | | 15.62*** |
| 01051 - Data Entry Operator I | | 12.16*** |
| 01052 - Data Entry Operator II | | 13.27*** |
| 01060 - Dispatcher, Motor Vehicle | | 17.39 |
| 01070 - Document Preparation Clerk | | 13.85*** |
| 01090 - Duplicating Machine Operator | | 13.85*** |
| 01111 - General Clerk I | | 11.33*** |
| 01112 - General Clerk II | | 12.36*** |
| 01113 - General Clerk III | | 13.88*** |
| 01120 - Housing Referral Assistant | | 19.39 |
| 01141 - Messenger Courier | | 11.37*** |
| 01191 - Order Clerk I | | 12.57*** |
| 01192 - Order Clerk II | | 13.71*** |
| 01261 - Personnel Assistant (Employment) I | | 15.95*** |
| 01262 - Personnel Assistant (Employment) II | | 17.85 |
| 01263 - Personnel Assistant (Employment) III | | 19.89 |
| 01270 - Production Control Clerk | | 22.97 |

| | |
|---|---|
| 01290 - Rental Clerk | 11.10*** |
| 01300 - Scheduler, Maintenance | 15.55*** |
| 01311 - Secretary I | 15.55*** |
| 01312 - Secretary II | 17.40 |
| 01313 - Secretary III | 19.39 |
| 01320 - Service Order Dispatcher | 15.40*** |
| 01410 - Supply Technician | 21.43 |
| 01420 - Survey Worker | 16.96 |
| 01460 - Switchboard Operator/Receptionist | 10.78*** |
| 01531 - Travel Clerk I | 13.01*** |
| 01532 - Travel Clerk II | 14.12*** |
| 01533 - Travel Clerk III | 15.09*** |
| 01611 - Word Processor I | 14.53*** |
| 01612 - Word Processor II | 16.31 |
| 01613 - Word Processor III | 18.26 |
| 05000 - Automotive Service Occupations | |
| 05005 - Automobile Body Repairer, Fiberglass | 17.20 |
| 05010 - Automotive Electrician | 16.16*** |
| 05040 - Automotive Glass Installer | 15.11*** |
| 05070 - Automotive Worker | 15.11*** |
| 05110 - Mobile Equipment Servicer | 12.96*** |
| 05130 - Motor Equipment Metal Mechanic | 17.20 |
| 05160 - Motor Equipment Metal Worker | 15.11*** |
| 05190 - Motor Vehicle Mechanic | 17.20 |
| 05220 - Motor Vehicle Mechanic Helper | 11.87*** |
| 05250 - Motor Vehicle Upholstery Worker | 14.06*** |
| 05280 - Motor Vehicle Wrecker | 15.11*** |
| 05310 - Painter, Automotive | 16.16*** |
| 05340 - Radiator Repair Specialist | 15.11*** |
| 05370 - Tire Repairer | 12.67*** |
| 05400 - Transmission Repair Specialist | 17.20 |
| 07000 - Food Preparation And Service Occupations | |
| 07010 - Baker | 11.10*** |
| 07041 - Cook I | 14.44*** |
| 07042 - Cook II | 16.84 |
| 07070 - Dishwasher | 9.69*** |
| 07130 - Food Service Worker | 10.11*** |
| 07210 - Meat Cutter | 13.34*** |
| 07260 - Waiter/Waitress | 9.73*** |
| 09000 - Furniture Maintenance And Repair Occupations | |
| 09010 - Electrostatic Spray Painter | 18.75 |
| 09040 - Furniture Handler | 11.37*** |
| 09080 - Furniture Refinisher | 18.75 |
| 09090 - Furniture Refinisher Helper | 13.77*** |
| 09110 - Furniture Repairer, Minor | 16.32 |
| 09130 - Upholsterer | 18.75 |
| 11000 - General Services And Support Occupations | |
| 11030 - Cleaner, Vehicles | 9.69*** |
| 11060 - Elevator Operator | 9.69*** |
| 11090 - Gardener | 14.28*** |
| 11122 - Housekeeping Aide | 10.13*** |
| 11150 - Janitor | 10.13*** |
| 11210 - Laborer, Grounds Maintenance | 10.79*** |
| 11240 - Maid or Houseman | 9.67*** |
| 11260 - Pruner | 9.66*** |
| 11270 - Tractor Operator | 13.07*** |
| 11330 - Trail Maintenance Worker | 10.79*** |
| 11360 - Window Cleaner | 11.32*** |
| 12000 - Health Occupations | |
| 12010 - Ambulance Driver | 18.96 |
| 12011 - Breath Alcohol Technician | 18.96 |
| 12012 - Certified Occupational Therapist Assistant | 26.02 |

| | | |
|---|---|---|
| 12015 - Certified Physical Therapist Assistant | | 26.02 |
| 12020 - Dental Assistant | | 18.79 |
| 12025 - Dental Hygienist | | 39.73 |
| 12030 - EKG Technician | | 28.73 |
| 12035 - Electroneurodiagnostic Technologist | | 28.73 |
| 12040 - Emergency Medical Technician | | 18.96 |
| 12071 - Licensed Practical Nurse I | | 16.95 |
| 12072 - Licensed Practical Nurse II | | 18.96 |
| 12073 - Licensed Practical Nurse III | | 21.14 |
| 12100 - Medical Assistant | | 13.42*** |
| 12130 - Medical Laboratory Technician | | 18.82 |
| 12160 - Medical Record Clerk | | 14.97*** |
| 12190 - Medical Record Technician | | 17.77 |
| 12195 - Medical Transcriptionist | | 16.95 |
| 12210 - Nuclear Medicine Technologist | | 41.68 |
| 12221 - Nursing Assistant I | | 12.43*** |
| 12222 - Nursing Assistant II | | 13.97*** |
| 12223 - Nursing Assistant III | | 15.24*** |
| 12224 - Nursing Assistant IV | | 17.12 |
| 12235 - Optical Dispenser | | 18.96 |
| 12236 - Optical Technician | | 16.95 |
| 12250 - Pharmacy Technician | | 15.49*** |
| 12280 - Phlebotomist | | 16.95 |
| 12305 - Radiologic Technologist | | 28.73 |
| 12311 - Registered Nurse I | | 23.50 |
| 12312 - Registered Nurse II | | 28.73 |
| 12313 - Registered Nurse II, Specialist | | 28.73 |
| 12314 - Registered Nurse III | | 34.76 |
| 12315 - Registered Nurse III, Anesthetist | | 34.76 |
| 12316 - Registered Nurse IV | | 41.68 |
| 12317 - Scheduler (Drug and Alcohol Testing) | | 23.50 |
| 12320 - Substance Abuse Treatment Counselor | | 23.50 |
| 13000 - Information And Arts Occupations | | |
| 13011 - Exhibits Specialist I | | 21.42 |
| 13012 - Exhibits Specialist II | | 26.53 |
| 13013 - Exhibits Specialist III | | 32.45 |
| 13041 - Illustrator I | | 21.42 |
| 13042 - Illustrator II | | 26.53 |
| 13043 - Illustrator III | | 32.45 |
| 13047 - Librarian | | 29.38 |
| 13050 - Library Aide/Clerk | | 17.05 |
| 13054 - Library Information Technology Systems Administrator | | 26.53 |
| 13058 - Library Technician | | 18.11 |
| 13061 - Media Specialist I | | 19.15 |
| 13062 - Media Specialist II | | 21.42 |
| 13063 - Media Specialist III | | 23.87 |
| 13071 - Photographer I | | 19.15 |
| 13072 - Photographer II | | 21.42 |
| 13073 - Photographer III | | 26.53 |
| 13074 - Photographer IV | | 32.45 |
| 13075 - Photographer V | | 39.27 |
| 13090 - Technical Order Library Clerk | | 21.42 |
| 13110 - Video Teleconference Technician | | 19.15 |
| 14000 - Information Technology Occupations | | |
| 14041 - Computer Operator I | | 15.71*** |
| 14042 - Computer Operator II | | 17.22 |
| 14043 - Computer Operator III | | 19.19 |
| 14044 - Computer Operator IV | | 21.33 |
| 14045 - Computer Operator V | | 23.62 |
| 14071 - Computer Programmer I | (see 1) | 15.73*** |
| 14072 - Computer Programmer II | (see 1) | 19.50 |

| | | |
|---|---|---|
| 14073 - Computer Programmer III | (see 1) | 23.84 |
| 14074 - Computer Programmer IV | (see 1) | |
| 14101 - Computer Systems Analyst I | (see 1) | 24.23 |
| 14102 - Computer Systems Analyst II | (see 1) | |
| 14103 - Computer Systems Analyst III | (see 1) | |
| 14150 - Peripheral Equipment Operator | | 15.71*** |
| 14160 - Personal Computer Support Technician | | 21.33 |
| 14170 - System Support Specialist | | 21.24 |
| 15000 - Instructional Occupations | | |
| 15010 - Aircrew Training Devices Instructor (Non-Rated) | | 24.23 |
| 15020 - Aircrew Training Devices Instructor (Rated) | | 29.32 |
| 15030 - Air Crew Training Devices Instructor (Pilot) | | 34.91 |
| 15050 - Computer Based Training Specialist / Instructor | | 24.23 |
| 15060 - Educational Technologist | | 29.40 |
| 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 | | 23.78 |
| 15110 - Test Proctor | | 15.70*** |
| 15120 - Tutor | | 15.70*** |
| 16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations | | |
| 16010 - Assembler | | 10.83*** |
| 16030 - Counter Attendant | | 10.83*** |
| 16040 - Dry Cleaner | | 12.36*** |
| 16070 - Finisher, Flatwork, Machine | | 10.83*** |
| 16090 - Presser, Hand | | 10.83*** |
| 16110 - Presser, Machine, Drycleaning | | 10.83*** |
| 16130 - Presser, Machine, Shirts | | 10.83*** |
| 16160 - Presser, Machine, Wearing Apparel, Laundry | | 10.83*** |
| 16190 - Sewing Machine Operator | | 12.88*** |
| 16220 - Tailor | | 13.40*** |
| 16250 - Washer, Machine | | 11.34*** |
| 19000 - Machine Tool Operation And Repair Occupations | | |
| 19010 - Machine-Tool Operator (Tool Room) | | 19.46 |
| 19040 - Tool And Die Maker | | 24.46 |
| 21000 - Materials Handling And Packing Occupations | | |
| 21020 - Forklift Operator | | 15.36*** |
| 21030 - Material Coordinator | | 22.97 |
| 21040 - Material Expediter | | 22.97 |
| 21050 - Material Handling Laborer | | 12.57*** |
| 21071 - Order Filler | | 10.62*** |
| 21080 - Production Line Worker (Food Processing) | | 15.36*** |
| 21110 - Shipping Packer | | 17.12 |
| 21130 - Shipping/Receiving Clerk | | 17.12 |
| 21140 - Store Worker I | | 15.83*** |
| 21150 - Stock Clerk | | 22.26 |
| 21210 - Tools And Parts Attendant | | 15.36*** |
| 21410 - Warehouse Specialist | | 15.36*** |
| 23000 - Mechanics And Maintenance And Repair Occupations | | |
| 23010 - Aerospace Structural Welder | | 25.04 |
| 23019 - Aircraft Logs and Records Technician | | 19.47 |
| 23021 - Aircraft Mechanic I | | 23.84 |
| 23022 - Aircraft Mechanic II | | 25.04 |
| 23023 - Aircraft Mechanic III | | 26.30 |
| 23040 - Aircraft Mechanic Helper | | 16.58 |
| 23050 - Aircraft, Painter | | 22.39 |
| 23060 - Aircraft Servicer | | 19.47 |
| 23070 - Aircraft Survival Flight Equipment Technician | | 22.39 |
| 23080 - Aircraft Worker | | 21.03 |

| | |
|---|---|
| 23091 - Aircrew Life Support Equipment (ALSE) Mechanic I | 21.03 |
| 23092 - Aircrew Life Support Equipment (ALSE) Mechanic II | 23.84 |
| 23110 - Appliance Mechanic | 19.46 |
| 23120 - Bicycle Repairer | 15.61*** |
| 23125 - Cable Splicer | 22.47 |
| 23130 - Carpenter, Maintenance | 17.58 |
| 23140 - Carpet Layer | 18.20 |
| 23160 - Electrician, Maintenance | 19.37 |
| 23181 - Electronics Technician Maintenance I | 18.20 |
| 23182 - Electronics Technician Maintenance II | 19.46 |
| 23183 - Electronics Technician Maintenance III | 20.72 |
| 23260 - Fabric Worker | 16.94 |
| 23290 - Fire Alarm System Mechanic | 16.77 |
| 23310 - Fire Extinguisher Repairer | 15.61*** |
| 23311 - Fuel Distribution System Mechanic | 20.72 |
| 23312 - Fuel Distribution System Operator | 15.61*** |
| 23370 - General Maintenance Worker | 13.24*** |
| 23380 - Ground Support Equipment Mechanic | 23.84 |
| 23381 - Ground Support Equipment Servicer | 19.47 |
| 23382 - Ground Support Equipment Worker | 21.03 |
| 23391 - Gunsmith I | 15.61*** |
| 23392 - Gunsmith II | 18.20 |
| 23393 - Gunsmith III | 20.72 |
| 23410 - Heating, Ventilation And Air-Conditioning Mechanic | 19.27 |
| 23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility) | 20.50 |
| 23430 - Heavy Equipment Mechanic | 19.50 |
| 23440 - Heavy Equipment Operator | 18.10 |
| 23460 - Instrument Mechanic | 20.72 |
| 23465 - Laboratory/Shelter Mechanic | 19.46 |
| 23470 - Laborer | 12.57*** |
| 23510 - Locksmith | 19.46 |
| 23530 - Machinery Maintenance Mechanic | 23.13 |
| 23550 - Machinist, Maintenance | 20.72 |
| 23580 - Maintenance Trades Helper | 11.77*** |
| 23591 - Metrology Technician I | 20.72 |
| 23592 - Metrology Technician II | 22.03 |
| 23593 - Metrology Technician III | 23.33 |
| 23640 - Millwright | 20.72 |
| 23710 - Office Appliance Repairer | 19.46 |
| 23760 - Painter, Maintenance | 17.04 |
| 23790 - Pipefitter, Maintenance | 19.96 |
| 23810 - Plumber, Maintenance | 18.75 |
| 23820 - Pneudraulic Systems Mechanic | 20.72 |
| 23850 - Rigger | 20.72 |
| 23870 - Scale Mechanic | 18.20 |
| 23890 - Sheet-Metal Worker, Maintenance | 19.55 |
| 23910 - Small Engine Mechanic | 18.20 |
| 23931 - Telecommunications Mechanic I | 19.96 |
| 23932 - Telecommunications Mechanic II | 21.24 |
| 23950 - Telephone Lineman | 20.62 |
| 23960 - Welder, Combination, Maintenance | 19.96 |
| 23965 - Well Driller | 21.13 |
| 23970 - Woodcraft Worker | 20.71 |
| 23980 - Woodworker | 15.61*** |
| 24000 - Personal Needs Occupations | |
| 24550 - Case Manager | 15.01*** |
| 24570 - Child Care Attendant | 10.09*** |
| 24580 - Child Care Center Clerk | 13.25*** |

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|---|---|
| 24610 - Chore Aide | 14.06*** |
| 24620 - Family Readiness And Support Services Coordinator | 15.01*** |
| 24630 - Homemaker | 16.12*** |
| 25000 - Plant And System Operations Occupations | |
| 25010 - Boiler Tender | 22.79 |
| 25040 - Sewage Plant Operator | 22.89 |
| 25070 - Stationary Engineer | 22.79 |
| 25190 - Ventilation Equipment Tender | 15.72*** |
| 25210 - Water Treatment Plant Operator | 22.89 |
| 27000 - Protective Service Occupations | |
| 27004 - Alarm Monitor | 10.90*** |
| 27007 - Baggage Inspector | 9.63*** |
| 27008 - Corrections Officer | 14.59*** |
| 27010 - Court Security Officer | 14.59*** |
| 27030 - Detection Dog Handler | 10.90*** |
| 27040 - Detention Officer | 14.59*** |
| 27070 - Firefighter | 14.59*** |
| 27101 - Guard I | 9.63*** |
| 27102 - Guard II | 10.90*** |
| 27131 - Police Officer I | 14.59*** |
| 27132 - Police Officer II | 16.21 |
| 28000 - Recreation Occupations | |
| 28041 - Carnival Equipment Operator | 13.24*** |
| 28042 - Carnival Equipment Repairer | 14.46*** |
| 28043 - Carnival Worker | 9.78*** |
| 28210 - Gate Attendant/Gate Tender | 13.18*** |
| 28310 - Lifeguard | 11.01*** |
| 28350 - Park Attendant (Aide) | 14.74*** |
| 28510 - Recreation Aide/Health Facility Attendant | 11.84*** |
| 28515 - Recreation Specialist | 18.26 |
| 28630 - Sports Official | 11.74*** |
| 28690 - Swimming Pool Operator | 17.71 |
| 29000 - Stevedoring/Longshoremen Occupational Services | |
| 29010 - Blocker And Bracer | 26.02 |
| 29020 - Hatch Tender | 26.02 |
| 29030 - Line Handler | 26.02 |
| 29041 - Stevedore I | 24.21 |
| 29042 - Stevedore II | 27.82 |
| 30000 - Technical Occupations | |
| 30010 - Air Traffic Control Specialist, Center (HFO) (see 2) | 43.06 |
| 30011 - Air Traffic Control Specialist, Station (HFO) (see 2) | 29.69 |
| 30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2) | 32.70 |
| 30021 - Archeological Technician I | 18.17 |
| 30022 - Archeological Technician II | 20.33 |
| 30023 - Archeological Technician III | 25.19 |
| 30030 - Cartographic Technician | 25.19 |
| 30040 - Civil Engineering Technician | 25.19 |
| 30051 - Cryogenic Technician I | 27.89 |
| 30052 - Cryogenic Technician II | 30.80 |
| 30061 - Drafter/CAD Operator I | 18.17 |
| 30062 - Drafter/CAD Operator II | 20.33 |
| 30063 - Drafter/CAD Operator III | 22.66 |
| 30064 - Drafter/CAD Operator IV | 27.89 |
| 30081 - Engineering Technician I | 16.19*** |
| 30082 - Engineering Technician II | 18.17 |
| 30083 - Engineering Technician III | 20.33 |
| 30084 - Engineering Technician IV | 25.19 |
| 30085 - Engineering Technician V | 30.80 |
| 30086 - Engineering Technician VI | 37.27 |
| 30090 - Environmental Technician | 25.19 |
| 30095 - Evidence Control Specialist | 25.19 |

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|---|---|---|
| 30210 - Laboratory Technician | | 22.66 |
| 30221 - Latent Fingerprint Technician I | | 27.89 |
| 30222 - Latent Fingerprint Technician II | | 30.80 |
| 30240 - Mathematical Technician | | 25.19 |
| 30361 - Paralegal/Legal Assistant I | | 19.54 |
| 30362 - Paralegal/Legal Assistant II | | 24.21 |
| 30363 - Paralegal/Legal Assistant III | | 29.61 |
| 30364 - Paralegal/Legal Assistant IV | | 35.83 |
| 30375 - Petroleum Supply Specialist | | 30.80 |
| 30390 - Photo-Optics Technician | | 24.92 |
| 30395 - Radiation Control Technician | | 30.80 |
| 30461 - Technical Writer I | | 25.19 |
| 30462 - Technical Writer II | | 30.80 |
| 30463 - Technical Writer III | | 37.27 |
| 30491 - Unexploded Ordnance (UXO) Technician I | | 27.37 |
| 30492 - Unexploded Ordnance (UXO) Technician II | | 33.11 |
| 30493 - Unexploded Ordnance (UXO) Technician III | | 39.69 |
| 30494 - Unexploded (UXO) Safety Escort | | 27.37 |
| 30495 - Unexploded (UXO) Sweep Personnel | | 27.37 |
| 30501 - Weather Forecaster I | | 27.89 |
| 30502 - Weather Forecaster II | | 33.93 |
| 30620 - Weather Observer, Combined Upper Air Or Surface Programs | (see 2) | 22.66 |
| 30621 - Weather Observer, Senior | (see 2) | 25.19 |
| 31000 - Transportation/Mobile Equipment Operation Occupations | | |
| 31010 - Airplane Pilot | | 33.11 |
| 31020 - Bus Aide | | 8.97*** |
| 31030 - Bus Driver | | 11.73*** |
| 31043 - Driver Courier | | 10.26*** |
| 31260 - Parking and Lot Attendant | | 9.91*** |
| 31290 - Shuttle Bus Driver | | 11.65*** |
| 31310 - Taxi Driver | | 11.41*** |
| 31361 - Truckdriver, Light | | 11.21*** |
| 31362 - Truckdriver, Medium | | 12.16*** |
| 31363 - Truckdriver, Heavy | | 16.11*** |
| 31364 - Truckdriver, Tractor-Trailer | | 16.11*** |
| 99000 - Miscellaneous Occupations | | |
| 99020 - Cabin Safety Specialist | | 16.14*** |
| 99030 - Cashier | | 10.01*** |
| 99050 - Desk Clerk | | 9.71*** |
| 99095 - Embalmer | | 27.37 |
| 99130 - Flight Follower | | 27.37 |
| 99251 - Laboratory Animal Caretaker I | | 24.31 |
| 99252 - Laboratory Animal Caretaker II | | 26.56 |
| 99260 - Marketing Analyst | | 21.54 |
| 99310 - Mortician | | 27.37 |
| 99410 - Pest Controller | | 16.07*** |
| 99510 - Photofinishing Worker | | 14.38*** |
| 99710 - Recycling Laborer | | 17.32 |
| 99711 - Recycling Specialist | | 23.38 |
| 99730 - Refuse Collector | | 16.40 |
| 99810 - Sales Clerk | | 10.63*** |
| 99820 - School Crossing Guard | | 17.96 |
| 99830 - Survey Party Chief | | 23.99 |
| 99831 - Surveying Aide | | 13.65*** |
| 99832 - Surveying Technician | | 17.73 |
| 99840 - Vending Machine Attendant | | 24.31 |
| 99841 - Vending Machine Repairer | | 30.96 |
| 99842 - Vending Machine Repairer Helper | | 24.31 |

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($16.20 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $4.98 per hour, up to 40 hours per week, or $199.20 per week or $863.20 per month

HEALTH & WELFARE EO 13706: $4.57 per hour, up to 40 hours per week, or $182.80 per week, or $792.13 per month*

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

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

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence 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: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least $27.63 per hour (or
at least $684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt
employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that 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).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not
apply to any exempt computer employee regardless of which of these two exemptions is utilized.

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

** HAZARDOUS PAY DIFFERENTIAL **

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

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

** UNIFORM ALLOWANCE **

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

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

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e.,

appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)).

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

The process for preparing a conformance request is as follows:

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

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

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

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

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

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

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

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

**AFFIDAVIT re NON-COLLUSION**

CITY OF _____ )
) ss.
ISLAND OF GUAM )

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

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

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

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

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

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

_____
NOTARY PUBLIC
My commission expires, _____, _____.

## AFFIDAVIT DISCLOSING OWNERSHIP, INFLUENCE, COMMISSIONS AND CONFLICTS OF INTEREST

(Required by 5 GCA § 5233 as amended by P.L. 36-13 (4/9/2021))

CITY OF _____ )
) ss.
ISLAND OF GUAM )

Preface. As a condition of submitting a Bid/Offer/Proposal or responding to any method of source selection under Guam's Procurement Law for the purpose of entering into a contract with the government of Guam, this Affidavit requires all Bidders/Offerors/Prospective Contractors to make disclosures of ownership, influence, commissions, gratuities, kickbacks, and conflicts of interest occurring **during the 365 calendar days preceding the publication of this solicitation and until award of a contract**. This includes the duty to disclose **any changes** to the facts disclosed herein throughout the solicitation process; and if the entity submitting this Affidavit is awarded a contract, the duty to disclose **any changes** to the facts disclosed herein **continues throughout the life of the contract, including any extensions or renewals**.

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the Bidder/Offeror/Prospective Contractor and that (please check and fill out all that apply):

[ ] The Bidder/Offeror/Prospective Contractor is an individual with a business license, and all decisions are by, and all profit is for, that same individual, with principal place of business street address being:_____
_____

[ ] The Bidder/Offeror/Prospective Contractor is a business or artificial person (as defined in 1 GCA § 715 or 5 GCA §§ 5030(n) or 5233(b)), and is a sole proprietorship owned entirely (100%) by _____, with principal place of business street address being:
_____
_____

[ ] The Bidder/Offeror/Prospective Contractor is a business or artificial person (as defined in 1 GCA § 715 or 5 GCA §§ 5030(n) or 5233(b)), and is owned by the following multiple individuals. Note: owners of more than 10% are statutorily required to be listed below, but other owners of smaller percentage are encouraged to be listed as well.

| Name of Owner | Principal Place of Business Street Address | % of Interest |
|---|---|---|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

[ ] One or more of the more-than-10% owners listed above is a business or artificial person. Any more-than-25% owners of such a business or artificial person are listed below per 5 GCA § 5233. Note: any less-than-25% owners of such a business or artificial person is encouraged to also be listed below.

**Name of >10% Owner Business or Artificial Person:**

| |
|---|
| |

| **Names of owners of the >10% Owner Business or Artificial Person ("Second Tier Owner")** | **Owner's Principal Place of Business Street Address** | **% of Interest** |
|---|---|---|
| | | |
| | | |
| | | |
| | | |

**Name of other >10% Owner Business or Artificial Person:**

| |
|---|
| |

| **Names of owners of the >10% Owner Business or Artificial Person ("Second Tier Owner")** | **Owner's Principal Place of Business Street Address** | **% of Interest** |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

B. If any Second Tier Owner identified above is an artificial person, the natural or artificial owners of such Second Tier Owner who have held more than 49% of the shares or interest in the Bidder/Offeror/Prospective Contractor (Third Tier Owners) are as follows [if none, please so state]:

Second Tier Owner Name_____

| Name of Third Tier Owner | Principal Place of Business Street Address | % of Interest |
|---|---|---|
| | | |
| | | |
| | | |

C. If the name of no natural person has been identified as an owner, or a Second or Third Tier Owner of the Bidder/Offeror/Prospective Contractor, please identify the name, position, address, and contact information of the natural person having the authority and responsibility for the Bid/Offer/Proposal/Prospective Contract, and the name of any natural person who has the authority and power to remove and replace the designated responsible person:

| Name of Natural Person | Position | Street Address of Principal Place of Business | Phone Number, Email Address, and other Contact Information |
|---|---|---|---|
| | | | |
| | | | |
| | | | |

D. Further, I say that the persons who have received or are entitled to receive a commission, gratuity, contingent fee or other compensation to solicit, secure, or assist in obtaining business related to the Bid/Offer/Proposal/Prospective Contract for which this Affidavit is submitted are as follows (if none, please so state):

| Name | Principal Place of Business Street Address | Amount of Compensation |
|---|---|---|
| | | |
| | | |

E. Further, I say that the persons who have directly or indirectly participated in this solicitation and who are also employees of the government of Guam or the government of the United States, if federal funds are to be used in the payment of the contract related to the Bid/Offer/Proposal/Prospective Contract for which this Affidavit is submitted, are as follows (if none, please so state):

| Name | Principal Place of Business<br>Street Address |
|---|---|
| _____ | _____ |
| _____ | _____ |

F. Regardless of any ownership interest, the following individuals have the power to control the performance of the contract or to control the Bidder/Offeror/Prospective Contractor, directly or indirectly:

| Name | Principal Place of Business<br>Street Address |
|---|---|
| _____ | _____ |
| _____ | _____ |

G. Until award of the contract, and throughout the term of any contract awarded to the Bidder/Offeror/Prospective Contractor represented herein, I agree to promptly make any disclosures not made previously and update changes in ownership, identities of owners and other required information, interests, compensation or conflicts of the persons required to be disclosed. I understand that failure to comply with this requirement shall constitute a material breach of contract.

H. I hereby declare under penalty of perjury under the laws of Guam that the foregoing is true and correct.

Executed on: _____(date)

_____

Signature of one of the following:
Bidder/Offeror/Prospective Contractor, if a licensed individual
Owner of sole proprietorship Bidder/Offeror/Prospective Contractor
Partner, if the Bidder/Offeror/Prospective Contractor is a partnership
Officer, if the Bidder/Offeror/Prospective Contractor is a corporation

Subscribed and sworn to before me
This _____ day of _____, 20_____.

**Notary Public**
**My commission expires: _____**

# AFFIDAVIT re CONTINGENT FEES

CITY OF _____ )
) ss.
ISLAND OF GUAM )

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

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

_____

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

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

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

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

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

_____
NOTARY PUBLIC
My commission expires, _____

# GOVERNMENT OF GUAM

GENERAL SERVICES AGENCY
2nd Floor ITC Bldg. Rm. 215,
Tamuning, Guam 96931

**BID BOND**

NO. GSA-059-23

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

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

_____

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

Signed and sealed this _____day of _____ 202__.

_____
(PRINCIPAL) (SEAL)

_____
(WITNESS)

_____
(TITLE)

_____
(MAJOR OFFICER OF SURETY)

_____
(TITLE)

_____
(MAJOR OFFICER OF SURETY)

_____
(TITLE)

_____
(RESIDENT GENERAL AGENT)

DOA 113/Rev. 4-1-87

**INSTRUCTION TO PROVIDERS:**

NOTICE to all Insurance and Bonding Institutions:

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

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

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

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

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

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

# GOVERNMENT OF GUAM
# GENERAL TERMS AND CONDITIONS

## SEALED BID SOLICITATION AND AWARD

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

[X] 1. **AUTHORITY:** This solicitation is issued subject to all the provision of the Guam Procurement Act (5GCA, Chapter 5) and the Guam Procurement Regulations (copies of both are available at the Office of the Complier of laws, Department of Law, copies available for inspection at General Services Agency). It requires all parties involved in the Preparation, negotiation, performance, or administration of contracts to act in good faith.

[X] 2. **GENERAL INTENTION**: Unless otherwise specified, it is the declared and acknowledged intention and meaning of these General Terms and conditions for the bidder to provide the Government of Guam (Government) with specified services or with materials, supplies or equipment completely assembled and ready for use.

[X] 3. **TAXES**: Bidders are cautioned that they are subject to Guam Income Taxes as well as all other taxes on Guam Transactions. Specific information on taxes may be obtained from the Director of Revenue and Taxation.

[X] 4. **LICENSING**: Bidders are cautioned that the Government will not consider for award any offer submitted by a bidder who has not complied with the Guam Licensing Law. Specific information on licenses may be obtained from the Director of Revenue and Taxation.

[X ] 5. **LOCAL PROCUREMENT PREFERENCE**: All procurement of supplies and services where possible, will be made from among businesses licensed to do business on Guam in accordance with section 5008 of the Guam Procurement Act (5GCA, Chapter 5) and Section 1-104 of the Guam Procurement Regulations.

[X] 6. **COMPLIANCE WITH SPECIFICATIONS AND OTHER SOLICITATION REQUIREMENTS**: Bidders shall comply with all specifications and other requirements of the Solicitation.

[ ] 7. **"ALL OR NONE" BIDS: NOTE: By checking this item, the Government is requesting all of the bid items/requirements to be bid or none at all in accordance with 2 GAR, Div.4 Section 3115(f).**

[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)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[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.

[X] 40. **SERVICE-DISABLED VETERAN OWNED BUSINESS PREFERENCE**: Bidding is subject to the policy in favor of Service-Disabled Veteran Owned Business as defined in 5 GCA sections 5011 and 5012.

[X] 41. **LIQUIDATED DAMAGES**: When the contractor is given notice of delay or nonperformance as specified in Paragraph 1 (Default) of the Termination for Default Clause of this contract and fails to cure in the time specified, the contractor shall be liable for damages for delay in the amount of one-fourth of one percent (1%) of outstanding order per calendar day from date set for cure until either the territory reasonable obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contractor's delay or non-performance is excused under Paragraph 15 (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this contract, liquidated damages shall not be due the territory. The contractor remains liable for damages caused other than by delay. **2 GAR, Div. 4 §6101(d).**

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

[X] 43. Contract will be cancelled if funds not appropriated or insufficient, and that government will timely inform contractor. 2 GAR, Div.4 §3121(e) (1) (C) and 2 GAR, Div.4 § 3121(e)(1)(D).

[ ] 44. If cancelled, contractor will be reimbursed unamortized reasonably incurred non-recurring costs. 2 GAR, Div.4 § 3121(e) (1) (G).

[X] 45. **CONTACT FOR CONTRACT ADMINISTRATION**: If your firm receives a contract as a result of this Solicitation, please designate a person whom we may contact for prompt administration.

[X] 46. **Debarment and Suspension** (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

[X] 47. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Name: _____ Title: _____

Address: _____ Telephone: _____

_____

_____

## CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, _____, hereby certify
(Name and title of official)

On behalf of _____ that:
(Name of Bidder/Company Name)

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Administration, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any Administration, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub- grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

*This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.*

*The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.*

Name of Bidder/Company Name _____

Type or print name_____

Signature of authorized representative _____ Date __/__/__

Signature of notary and SEAL _____

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

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

_____
NOTARY PUBLIC
My commission expires, _____

# GOVERNMENT OF GUAM
## SEALED BID SOLICITATION INSTRUCTIONS

1. **BID FORMS:** Each bidder shall be provided with one (1) Solicitation form. Additional copies may be provided upon request. Bidders requesting additional copies of said forms will be charged per page in accordance with 5 GCA § 10203 of the Government Code of Guam. All payments for this purpose shall be by cash, certified check or money order and shall be made payable to the General Services Agency (EO 86-24).

2. **PREPARATIONS OF BIDS:**
   a) Bidders are required to examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at bidder's risk.

   b) Each bidder shall furnish the information required by the Solicitation. The bidder shall sign the solicitation and print or type his name on the Schedule. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent are to be accompanied by evidence of this authority unless such evidence has been previously furnished to the issuing office.

   c) Unit price for each unit offered shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the amount column of the Schedule for each item offered. In case of discrepancies between a unit price and extended price, the unit price will be presumed to be correct.

   d) Bids for supplies or services other than those specified will not be considered. Time, if stated as a number of days, means calendar days and will include Saturdays, Sundays, and holidays beginning the day after the issuance of a Notice to Proceed. Time stated ending on a Saturday, Sunday or Government of Guam legal holiday will end at the close of the next business day.

   **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. **ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS**: Receipt of an amendment to a Solicitation by a bidder must be acknowledged by signing an acknowledgement of receipt of the amendment. Such acknowledgement must be received prior to the hour and date specified for receipt of bids.

   **SUBMISSION OF BIDS**:
   a) Bids and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the Solicitation. The bidder shall show the hour and date specified in the Solicitation for receipt, the Solicitation number, and the name and address of the bidder on the face of the envelope.

   b) Telegraphic bids will not be considered unless authorized by the Solicitation. However, bids may be modified or withdrawn by written or telegraphic notice, provided such notice is received prior to the hour and date specified for receipt (see paragraph 6 of these instructions).

   c) Samples of items, when required, must be submitted within the time specified, unless otherwise specified by the Government, at no expense to the Government. If not destroyed by testing, samples will be returned at bidder's request and expense, unless otherwise specified by the Solicitation.

   d) Samples or descriptive literature should not be submitted unless it is required on this solicitation. Regardless of any Attempt by a bidder to condition the bid, unsolicited samples or descriptive literature will not be examined or tested at the bidder's risk, and will not be deemed to vary any of the provisions of this Solicitation.

6. **FAILURE TO SUBMIT BID**: If no bid is to be submitted, do not return the solicitation unless otherwise specified. A letter or postcard shall be sent to the issuing office advising whether future Solicitations for the type of supplies or services covered by this Solicitation are desired.

7. **LATE BID, LATE WITHDRAWALS, AND LATE MODIFICATIONS**:

   a) Definition: Any bid received after the time and date set for receipt of bids is late. Any withdrawal or modification of a bid received after the time and date set for opening of bids at the place designated for opening is late (Guam Procurement Regulations 2 GAR, Div.4 §3109(k)).

   b) Treatment: No late bid, late modification, or late withdrawal will be considered unless received before contract award, and the bid, modification, or withdrawal would have been timely but for the action or inaction of territorial personnel directly serving the procurement activity.

8. **CANCELLATION OR REVISION OF BID:** This IFB may be canceled, or any and all bids may be rejected in whole or in part as may be pursuant to GAR § 3115, when it is in the best interest of the Government. Additionally, in accordance with GAR § 9105, if prior to award it is determined that a solicitation or proposed award of a contract is in violation of the law, then the solicitation or proposed award shall be canceled or revised to comply with the law. The reasons therefore shall be made part of the contract file.

9. **REJECTION OF BIDS:** Any bidder submitted in response to this IFB may be rejected in whole or in part with it is in the best interest of the Government, in accordance with GAR § 3115(e). Reasons for rejecting bids include but are not limited to: (1) The business that submitted the bids is non-responsive as determined under GAR § 3116; (2) The bid ultimately fails to meet the announced requirements of the Government in some material respect; or (3) The bid price is clearly unreasonable. Upon request, unsuccessful bidders shall be advised of the reasons for rejection.

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

10. **TERMINATION OF CONTRACT:** 1. TERMINATION OF CONVENIENCE PURSUANT TO GAR § 6101(10)

   (a) Termination: The Government, when the interest of the Government so requires, may terminate this contract in whole or in part, for the Convenience of the Government. The Purchasing Agency shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

   (b) Contractor's Obligations: The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified.

   (c) Condition of Termination: Notwithstanding the foregoing, the cessation of services for people requiring services shall be contingent upon the Government obtaining a substitute provider for the services and the contractor shall cooperate by taking all reasonable and necessary steps to ensure that services are not interrupted and transferred to the succeeding provider. The contractor shall issue a written memorandum detailing the status of the contractor's ongoing services initiating termination or any fault of either party.

11. **CONTRACT DISPUTES:** 5 GCA § 5427 is applicable to controversies between the Government and a contractor which arise under, or by virtue of, a contract between them. This includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification reformation, or rescission. The word *controversy* is meant to be broad and all-encompassing. It includes the full spectrum of disagreements from pricing of routine contract changes to claims of breach of contract.

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

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

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

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

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 sub-contractor(s) 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. **ETHICAL STANDARDS:** With respect to this procurement and any other contract that the Contractor may have, or wish to enter into, with Any government of Guam agency, the Contractor represents that it has not knowingly influenced, and promises that it will not knowingly influence, any government employee to breach any of the ethical standards set forth in the Guam Procurement Law and in any of the Guam Procurement Regulations. – GAR § 11103(b)

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. **LICENSING OR CERTIFICATE(S) OF EXEMPTIONS**: Bidders are cautioned that the Government will not consider for award any offer submitted by a bidder who cannot comply with the Guam Licensing Law. Specific information on license or exemptions may be obtained from the Director of Revenue and Taxation.

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

28. **DISCLOSURES OF MAJOR SHAREHOLDERS:** (5 GCA § 5233)
As a condition of submitted a bid, any partnership, sole proprietorship or corporation doing business with the Government of Guam shall submit an affidavit executed under oath that lists the name and address of any person who has held more than ten percent (10%) of the outstanding interest or shares in said month period immediately preceding submission of proposal.

| ITEM NO. | DESCRIPTION | QTY | UNIT | UNIT PRICE | PRICE EXTENSION |
|---|---|---|---|---|---|
| 1.1 | PURCHASE AND INSTALL MULTI-PARTY WORK STATION<br>As per the following specifications: | 1 | LOT | $_____ | $_____ |

LOCATION: DPW CIP CAPITAL IMPROVEMENT PROJECTS

**ITEM 1.1A: 11EA 5'x5' L-SHAPED WORKSTATION**

**SPECIFICATIONS:** **BIDDING ON / REMARKS**

Each Workstation is to include the following: Worksurfaces. Lockable 36"W Overhead close storage unit. 1ea B/B/F pedestal. 1ea under cabinet 31" LED lighting. Worksurfaces has 65"H Tackable panels. 3ea duplex outlets. 1ea 3-port com plate. Main worksurface should have a 3-Stage 2-leg height adjustable base with Memory preset option. All top caps, end caps and raceways should be metal and not plastic. Dual monitor arms included with 2ea 2-receptacle/2-USB surface mounted module.
Fabric Panels should have at least 40 different colors options available to choose from. Painted products should have at least 8 different colors options available to choose from. Worksurface laminate products should have at least 10 different finish options available to choose from. Product offered should have a minimum limited lifetime Warranty and be made in the U.S.A.

**ITEM 1.1B: 4EA 6' X '6 L-SHAPED WORKSTATION**

**SPECIFICATIONS:** **BIDDING ON / REMARKS**

Each Workstation is to include the following: Worksurfaces. Lockable 42"W Overhead close storage unit. 1ea B/F pedestal and 1ea F/F fixed pedestal. 1ea under cabinet 31" LED lighting. Workstation has 65"H Tackable panels. 3ea duplex Outlets. 1ea 3-port com plate. Main worksurface should have a 3-Stage 2-leg height adjustable base with Memory preset option. All top caps, end caps, and raceways should be Metal and not plastic. Dual monitor arms included with 2ea 2-receptacle/2-USB surface mounted module.
Fabric Panels should have at least 40 different color options are available to choose from. Painted products should have at least 8 different color options available to choose from. Worksurface laminate products should have at least 10 different finish options available to choose from. The product

offered should have a minimum limited lifetime
Warranty and be made in the U.S.A.

**ITEM 1.1C: 2EA 8' x 10' ENCLOSED WORKSTATION**

**SPECIFICATIONS:**

**BIDDING ON / REMARKS**

Each Enclosed Workstation @ 8' x 10' with
80"H lockable swing door is to include the following:
Worksurfaces. 2ea Lockable 48"W Overhead
close storage unit. 1ea B/B/F pedestal and
1ea 30"W 2-drawer lateral file. 2ea under
cabinet 31" LED lighting. Workstation has
65"H Tackable panels and 15"H Stacking
Tackable Panels to create an overall panel
height of 80". 3ea duplex outlets. 1ea
3-port com plate. Worksurfaces should have
a 3-Stage 2-leg height adjustable base with
Memory preset option. All top caps, end caps,
and raceways should be metal and not plastic.
Dual monitor arms included with 2ea 2-receptacle/
2-USB surface-mounted module.
Fabric Panels should have at least
40 different color options are available to choose from.
Painted products should have at least 8 different
color options available to choose from. Worksurface
laminate products should have at least 10 different
finish options available to choose from. The product
offered should have a minimum limited lifetime
Warranty and be made in the U.S.A.

**Contractor Requirements:**
Awarded Contractor must submit the following prior to award:
Electrical Contractor's License (C13) and an Institutional and Commercial Equipment Contractor's License (C25).

**BIDDING ON:**
Manufacturer_____
Model_____
Place of Origin_____
Year_____
Date of Delivery_____

**** This is an Indefinite Quantity Bid ****

These specifications were prepared by Marlene Tydingco and approved by Vincent A. Arriola, Director, Department of Public Works.

| ITEM NO. | DESCRIPTION | QTY | UNIT | UNIT PRICE | PRICE EXTENSION |
|---|---|---|---|---|---|
| 2.1 | PURCHASE AND INSTALL MULTI-PARTY WORK STATION<br>As per the following specifications: | 1 | LOT | $_____ | $_____ |

LOCATION: DPW HMC HIGHWAY MAINTENANCE CONSTRUCTION
Administrative Section, 1st Floor

**ITEM 2.1A 4EA 6' X 7' L-SHAPED WORKSTATION**

**SPECIFICATIONS:** **BIDDING ON / REMARKS**

Each L-SHAPED Workstation @ 6' x 7' is to include the following per station:

- 10ea Fabric Covered Panel Electrical 67"x24"
- 8ea Fabric Covered Panel Electrical 67"x30"
- 4ea Glazed Panel Non-Electrical 67"x24"
- 4ea Glazed Panel Non-Electrical 67"x48"
- 12ea Connector, Rod, & Block Kit
- 6ea End Cap Kit w/Base End Cover
- 8ea 2-way 90 deg Connector Post 62"
- 2ea 3-way 90 deg Connector Post 62"
- 4ea Worksurface 30"x72"
- 4ea Worksurface 24"x54"
- 4ea Cantilever 24"
- 4ea Cantilever 30"
- 4ea Shared Cantilever 24"
- 4ea Bracket, Flat Plate 2x3
- 2ea Base Power entry Direct Connect, 4 circuit
- 10ea Pass Through Festoon 19"
- 6ea Pass Through Festoon 23"
- 8ea Receptacle 4 circuit
- 4ea Overhead Storage 24"
- 4ea Overhead Storage 30"
- 4ea Pedestal B/B/F
- 4ea Pedestal F/F

**Contractor Requirements:**
Awarded Contractor must submit the following prior to the award:
Electrical Contractor's License (C13) and an Institutional and Commercial Equipment Contractor's License (C25).

**BIDDING ON:**
Manufacturer_____
Model_____
Place of Origin_____
Year_____
Date of Delivery_____

**** This is an Indefinite Quantity Bid ****

These specifications were prepared by Marlene Tydingco and approved by Vincent A. Arriola, Director, Department of Public Works.

| ITEM NO. | DESCRIPTION | QTY | UNIT | UNIT PRICE | PRICE EXTENSION |
|---|---|---|---|---|---|
| 3.0 | 5-DRAWER LATERAL FILE CABINET 42-INCH WIDE, KEY LOCK, FULL WIDTH PULL HANDLE, COLOR: WHITE OR PUTTY | 12 | EA | $_____ | $_____ |

**BIDDING ON:**
Manufacturer_____
Model_____
Place of Origin_____
Year_____
Date of Delivery_____

| | | | | | |
|---|---|---|---|---|---|
| 4.0 | 5-DRAWER LATERAL FILE CABINET 42-INCH WIDE, KEY LOCK, FULL WIDTH PULL W/HANGING ROD SUITABLE FOR LETTER SIZE W/LATERAL TOP, COLOR: WHITE | 2 | EA | $_____ | $_____ |

**BIDDING ON:**
Manufacturer_____
Model_____
Place of Origin_____
Year_____
Date of Delivery_____

| | | | | | |
|---|---|---|---|---|---|
| 5.0 | 2-DRAWER LATERAL FILE CABINET 30-INCH WIDE, KEY LOCK, FULL WIDTH PULL W/HANGING ROD SUITABLE FOR LETTER SIZE & LEGAL SIZE, COLOR: WHITE OR PUTTY | 6 | EA | $_____ | $_____ |

**BIDDING ON:**
Manufacturer_____
Model_____
Place of Origin_____
Year_____
Date of Delivery_____

| | | | | | |
|---|---|---|---|---|---|
| 6.0 | STORAGE CABINET 18D X 36W X 72H KEY LOCK, COLOR: WHITE OR PUTTY | 1 | EA | $_____ | $_____ |

**BIDDING ON:**
Manufacturer_____
Model_____
Place of Origin_____
Year_____
Date of Delivery_____

**** This is an Indefinite Quantity Bid ****

| ITEM NO. | DESCRIPTION | QTY | UNIT | UNIT PRICE | PRICE EXTENSION |
|---|---|---|---|---|---|
| 7.0 | 2-DRAWER FILE CABINET W/STORAGE 64-1/4"H X 36"W X 16"D WITH FULL WIDTH PULL W/HINGED DOORS/R PULL, KEY LOCK W/LATERAL TOP, COLOR: WHITE | 2 | EA | $_____ | $_____ |

**BIDDING ON:**
Manufacturer_____
Model_____
Place of Origin_____
Year_____
Date of Delivery_____

| | | | | | |
|---|---|---|---|---|---|
| 8.0 | DOUBLE ENTRY SHELVING UNIT, 7 SHELVES STARTER UNIT 36"W X 30"D X 76-1/4"H | 10 | EA | $_____ | $_____ |

**BIDDING ON:**
Manufacturer_____
Model_____
Place of Origin_____
Year_____
Date of Delivery_____

| | | | | | |
|---|---|---|---|---|---|
| 9.0 | LOW-BACK STOOL, ILIRA BACK WITH ADJUSTABLE LUMBAR SUPPORT, SEAT DEPTH ADJUSTMENT, HEIGHT/WIDTH ADJUST ARMS, RATED FOR USERS UP TO 300LBS | 1 | EA | $_____ | $_____ |

**BIDDING ON:**
Manufacturer_____
Model_____
Place of Origin_____
Year_____
Date of Delivery_____

| | | | | | |
|---|---|---|---|---|---|
| 10.0 | BIG & TALL 4-WAY MESH ILIRA BACK WITH ALL ADJUSTABLE ARMS | 1 | EA | $_____ | $_____ |

**BIDDING ON:**
Manufacturer_____
Model_____
Place of Origin_____
Year_____
Date of Delivery_____

| ITEM NO. | DESCRIPTION | QTY | UNIT | UNIT PRICE | PRICE EXTENSION |
|---|---|---|---|---|---|
| 11.0 | EXECUTIVE CHAIR MID-BACK PNEUMATIC SWIVEL-TILT TILT TENSION, BLACK | 10 | EA | $_____ | $_____ |

**BIDDING ON:**
Manufacturer_____
Model_____
Place of Origin_____
Year_____
Date of Delivery_____

| | | | | | |
|---|---|---|---|---|---|
| 12.0 | OFFICE TASK CHAIR MID-BACK WITH FIXED ARMS. | 1 | EA | $_____ | $_____ |

**BIDDING ON:**
Manufacturer_____
Model_____
Place of Origin_____
Year_____
Date of Delivery_____

| | | | | | |
|---|---|---|---|---|---|
| 13.0 | OFFICE TASK CHAIR MID-BACK, W/ADJUST HEIGHT & WIDTH ADJUSTABLE ARMS | 29 | EA | $_____ | $_____ |

**BIDDING ON:**
Manufacturer_____
Model_____
Place of Origin_____
Year_____
Date of Delivery_____

| | | | | | |
|---|---|---|---|---|---|
| 14.0 | GUEST/MULTI-PURPOSE CHAIR FOUR-LEG STACKING | 20 | EA | $_____ | $_____ |

**BIDDING ON:**
Manufacturer_____
Model_____
Place of Origin_____
Year_____
Date of Delivery_____

**** This is an Indefinite Quantity Bid ****