INVITATION FOR BID

Cargo Van (Latest Model)
Indefinite Quantity Bid (IDIQ)

No. GSA-003-27

ISSUED BY:	General Services Agency Suite 230, 2nd Floor ITC Building 590 South Marine Corps Drive, Tamuning, Guam 96913
ISSUE DATE:	**November 6, 2026**
SUBMISSION DEADLINE:	**November 23, 2026, 10:00 AM**
BID OPENING DATE:	**November 23, 2026, 10:05 AM**
NAME AND LOCATION OF PROJECT(S):	Guam Public Library System

ANDRIANA QUITUGUA
Chief Procurement Officer

INVITATION FOR BID No. GSA-003-27
Cargo Van (Latest Model)
SPECIAL REMINDER TO PROSPECTIVE BIDDERS

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

Registration for the Invitation for Bid (IFB) Packet will be available at General Services Agency, Suite 230, 2nd Floor ITC Building 590 South Marine Corps Drive, Hagåtña, Guam; and on the GSA website at www.gsa.doa.guam.gov.	From: November 6, 2026 To: November 23, 2026
Deadline for Submission of Written Questions and Concerns must be e-mailed to bids@gsadoa.guam.gov.	November 12, 2026, 5 PM Chamorro Standard Time (CHST)
Deadline for Submission of Bid **Bid Opening (Open to the Public)** Location: General Services Agency, Suite 230, 2nd Floor ITC Building, 590 South Marine Corps Drive, Tamuning, Guam	**November 23, 2026, 10:00 AM** **November 23, 2026, 10:05 AM**
Bid Guarantee (15% of Bid Amount) may be in the form of: (Reference #11 on the General Terms and Conditions) a. Cashier's Certified Check b. 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, **only when the Surety is a foreign or alien corporation.** Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf, **only when the Surety is a foreign or alien corporation.**	Submission Required
Brochures/Descriptive Literature	Submission Required
Affidavit Disclosing Ownership, Influence, Commissions and Conflicts of Interest (Required by 5GCA §5233 as amended by P.L. 36-13 (4/9/2021) Date of signature of the person authorized to sign the bid and the notary date must be within thirty (30) days. **Failure to comply with this requirement shall render the bid non-responsive and is subject to rejection.**	Submission Required
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 a. Date of signature of the person authorized to sign the bid and the notary date must be within thirty (30) days. **Failure to comply with this requirement shall render the bid non-responsive and is subject to rejection.**	Submission Required
Current Business License, Contractor's License, Specialty License, in reference to supplies or services for this bid must be submitted prior to an award.* a. *A Business License, Contractor's License, Specialty License is not required in order to submit a bid, but is a pre-condition for award and entering into a contract with GSA.	Required 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.

_____
Bidder Representative's Signature / Date

INVITATION FOR BID No. GSA-003-27

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 **bids@gsadoa.guam.gov**

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

Company/Firm _____

Name _____

Signature _____

Date _____

Time _____

Contact Number _____

Contact Person regarding IFB _____

Title _____

E-Mail Address _____

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. GSA will not be liable for failure to provide notice to any party who did not register current contact information.

Reference: Page 13 of 49 #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.

Reference: Page 13 of 49 #2(f) – Bidder must clearly indicate compliance in the "Bidding On/Remarks" column for all listed specifications or requirements. Failure to indicate compliance shall render the bid non-responsive and is subject to rejection.

Reference: Page 13 of 49 #5 – Acknowledgment of Amendments to Solicitations – Receipt of an amendment to a Solicitation by a bidder must be acknowledged by signing an acknowledgment of receipt of the amendment. Such acknowledgment must be received prior to the hour and date specified for receipt of bids.

EDWARD M. BIRN
Director (Direktot)
RENA K. BORJA
Deputy Director (Sigundo Direktot)

DEPARTMENT OF ADMINISTRATION
DIPATTAMENTON ATMENESTRASION
GENERAL SERVICES AGENCY
(Ahension Setbision Hinirat)
Telephone (*Telifon*): (671) 475-1705/1706

LOURDES A. LEON GUERRERO
Governor (Maga'håga)
JOSHUA F. TENORIO
Lt. Governor (Sigundo Maga'låhi)

Invitation for Bid Form and Contract

Invitation for Bid: GSA-003-27
Bid For: Cargo Van (Latest Model)
Type of Contract: Firm Fixed-Price Contract
Specification(s): See Attached
Terms and Conditions: See Attached
Destination: Guam Public Library System
Required Delivery Date: **90 Days Upon Receipt of Purchase Order. For a period of one (1) year on an as-needed basis upon availability of funds. This is an Indefinite Quantity Bid.**

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 **120** 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:

_____

THIS SECTION IS FOR GENERAL SERVICES AGENCY USE ONLY –
DO NOT SIGN UNLESS DIRECTED.

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

Item No(s). Awarded:_____
_____
_____

NAME AND ADDRESS OF CONTRACTOR:

_____
_____
_____

SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGN THIS CONTRACT:

_____

PROCUREMENT OFFICER:

_____
ANDRIANA QUITUGUA
Chief Procurement Officer

CONTRACT TERMS AND CONDITIONS
GSA-003-276
Cargo Van (Latest Model)

Article I - Prohibitions

1. **Representation Regarding Gratuities and Kickbacks**
   The bidder, offeror, or contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in §11206 (Gratuities and Kickbacks) of the Guam Procurement Regulations."

2. **Representation Regarding Contingent Fees**
   The contractor represents that it has not retained a person to solicit or secure a territorial 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.

3. **Representation Regarding Ethical Standards for Government Employees and Former Government Employees**
   The bidder, offeror, 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 set forth in 5 GCA Chapter 5 Article 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.

4. **Restriction Against Contractors Employing Convicted Sex Offenders From Working at Government of Guam Venues**
   (1) 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 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; and
   (2) if any person providing services on behalf of the 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.

Article II – Debarment and Suspension

5. **Debarment and Suspension.** Code of Federal Regulations (CFR) 2 CFR Part 200 §200.214
   (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. The Awardee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal, state, or local government. If, at any time during the term of this contract, the Contractor becomes debarred or suspended, the Contractor shall immediately notify GSA in writing.

Article III - Delivery Terms

6. **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 fluctuations of quantities, this bid shall be subject to the availability of funds.

7. **Delivery.**
   Ninety (90) 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. Partial deliveries will not be accepted. All requirements specified must be provided and installed.

8. 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. 2 GAR Div. 4 §3119(i) and §6101(5)(b).

Guam Public Library System 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, a special need of the procuring agency; or B) when supplies are procured incidental to the Government of Guam's own programs as may be available that can satisfy the need.

9. Additional Requirement.

If other agencies within the Government of Guam have the same requirements, the effective price of said bid shall be used as a confirmed price. This additional requirement shall not exceed the term of this bid.

10. Funding Status and IDIQ Intention.

The using agency may receive additional funding for similar purchase 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. 2 GAR Div. 4 §3119(i) and §6101(5)(b).

Article IV – Invoicing and Payment

11. Invoicing.

The Awardee shall submit an accurate invoice referencing the applicable Contract Number and Purchase Order. Each invoice must include a description of goods and services, quantities, and pricing consistent with the approved contract terms.

12. Payment.

Payment shall be made within thirty (30) days after receipt and acceptance of goods and/or services in good condition at the designated delivery location.

GOVERNMENT OF GUAM
GENERAL TERMS AND CONDITIONS

SEALED BID SOLICITATION AND AWARD

Only those Boxes checked below with an "X" are applicable to this bid.

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

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

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

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

5. **[X] 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 5 GCA, Chapter 5 §5008.

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

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

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

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

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

11. **[X] BID GUARANTEE REQUIREMENT:** Bidder is required to submit a Bid Guarantee in the form of a Surety Bond (Bid Bond) or Certified Cashier's Check in the same bid envelope to be held by the Government pending award. The Bid Bond or Certified Cashier's Check must be issued by any local surety or banking institution licensed to do business on Guam and made payable to the Treasurer of Guam or the General Services Agency 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 or Certified Cashier's check. Bidder must include in his/her bid a valid 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. In addition, when the Surety is a foreign or alien corporation, a valid Power of Attorney executed by two (2) authorized officers of the Surety and issued to the Resident General Agent shall be required. For detailed information on bonding matters, contact the Department of Revenue and Taxation. Failure to submit the required Certificate of Authority, and where applicable, the Power of Attorney, shall be 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 or Certified Cashier's Check will serve as Bid Security for this procurement.**

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

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

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

15. **[X] 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)

16. **[X] 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.

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

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

19. **[X] 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.

22. **[X] 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. [X] SCHEDULE FOR DELIVERY: Successful bidder shall notify the General Services Agency, Telephone No. (671) 475-1710, at least twenty-four (24) hours before delivery of any item under this solicitation.

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

26. [X] 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.

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

30. [X] GUARANTEE:

a. <u>Guarantee of Vehicle Type of Equipment:</u>
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. <u>Guarantee of Other Type of Equipment:</u> 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. <u>Compliance with this Section is a condition of this Bid.</u>

31. [X] 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.

32. [X] 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).

33. [X] 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.

34. [X] 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. [X] CHANGES CLAUSE: 2 GAR, Div. 4 §6101 (3).
(1) Change Order. By a written order, at any time, and without notice to surety, the Chief Procurement Officer or the head of a Purchasing Agency may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

(A) Drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the territory in accordance therewith;

(B) method of shipment or packing; or

(C) place of delivery.

(2) Adjustments of Price or Time for Performance. If any such change order increases or decreases the contractor's cost of, or the time required for performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.

Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the territory promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

(3) Time Period for Claim. Within 30 days after receipt of a written change order under Paragraph (1) (Change Order) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the territory is prejudiced by the delay in notification.

(4) Claims Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

(5) Other Claims not Barred. In the absence of such a change order, nothing in this clause shall be deemed to restrict the contractor's right to pursue a claim arising under the contract if pursued in accordance with the clause entitled, "Claims Based on a Procurement Officer's Actions or Omissions, Notice of Claim Clause', or for breach of contract."

36. [X] STOP WORK ORDER: 2 GAR, Div. 4 §6101 (4).
(l) Order to Stop Work. The Procurement Officer may, by written order to the contractor, at any time, and without notice to any surety, require the contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to the contractor, unless the parties agree to any further period. Any such order
shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Procurement Officer shall either:

(i) cancel the stop work order; or

(ii) terminate the work covered by such order as provided in the "Termination for Default Clause' or the "Termination for Convenience Clause" of this contract.

37. **[X] 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.

38. **[X] 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)

39. **[X] 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.

40. **[X] 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.

41. **[X] 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).**

42. **[X] 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.

43. **[X]** 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).

45. **[X] 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. The awarded vendor shall certify that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal, state, or local government. If at any time during the term of this contract, the awarded vendor becomes debarred or suspended, the awarded vendor shall immediately notify GSA in writing.

46. **[X] 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.

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

Name: _____ Title: _____

Address: _____ Telephone: _____

GOVERNMENT OF GUAM

SEALED BID SOLICITATION INSTRUCTIONS

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

2. **PREPARATIONS OF BIDS:**
   - **a)** Bidders are required to examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at bidder's risk.
   - **b)** Each bidder shall furnish the information required by the Solicitation. The bidder shall sign the solicitation and print or type his name on the IFB Form. 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 Bid Form for each item offered. In case of discrepancies between a unit price and extended price, the unit price will be presumed to be correct. **Unit price(s) and extended price(s) apart from the "Basic and Alternate" bid, furnished outside of the space(s) provided will not be considered.**
   - **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 Fully Executed Purchase Order. 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.**
   - **f) Bidder must clearly indicate compliance in the "Bidding On/Remarks" column for all listed specifications or requirements. Failure to indicate compliance shall render the bid non-responsive and is subject to rejection.**

3. **EXPLANATION TO BIDDERS**: Any explanation desired by a bidder regarding the meaning or interpretation of the Solicitation, drawings, specifications, etc., must be submitted in writing and with sufficient time allowed for a written reply to reach all bidders before the submission of their bids. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective bidder concerning a Solicitation will be furnished to all prospective bidders in writing as an amendment to the Solicitation if such information would be prejudicial to informed bidders.

4. **PRE-OPENING MODIFICATION OR WITHDRAWAL OF BIDS**: Bids may be modified or withdrawn by written notice received in the office designated in the Invitation for Bids prior to the time and date set for bid opening. 2 GAR §3109(j)(1).

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.

6. **SUBMISSION OF BIDS**:
   - **a) Bids and modifications thereof must be submitted in duplicate – one (1) original and one (1) copy – and 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 IFB number, and the name and address of the bidder on the face of the envelope. **Failure to submit in duplicate will result in the rejection of bids.**
   - **b)** Telegraphic and electronic 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.

7. **FAILURE TO SUBMIT BID**: If no bid is to be submitted, do not return the IFB packet unless otherwise specified. A letter may be sent to the issuing office advising whether future solicitations for the type of supplies or services covered by this IFB are desired.

8. **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.

9. **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 2 GAR §3115, when it is in the best interest of the Government. Additionally, in accordance with 2 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.

10. **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 2 GAR, Division 4, Chapter 3 §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 2 GAR, Division 4, Chapter 3 §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 2 GAR, Division 4, Chapter 3 §3115(g).

11. **TERMINATION OF CONTRACT:**

a) Termination for Cause/Default: If the Contractor refuses or fails to perform any of the provisions of this Contract with such diligence as will ensure its completion within the time specified in this Contract, or any extension thereof, otherwise fails to timely satisfy the Contract provisions, or commits any other substantial breach of this Contract, the government may notify the Contractor in writing of the delay or non-performance and if not cured in ten (10) days or any longer time specified in writing by the Procurement Officer, such officer may terminate the Contractor's right to proceed with the Contract or such part of the Contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part the government may procure similar supplies or services in a manner and upon terms deemed appropriate by the government. The Contractor shall continue performance of the Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

b) Termination for Convenience: The government, when the interests of the territory so required, terminate this Contract in whole or in part, for the convenience of the territory. The government shall give written notice of the termination to the Contractor specifying the part of the Contract terminated and when termination becomes effective. The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contract will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The government may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the territory. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as necessary to do so.

The Contractor shall submit a termination claim specifying the amounts due because of the Termination for Convenience together with cost or pricing data to the extent required by 2 GAR, Division 4, Chapter 3 §3118. If the Contractor fails to file a termination claim within one year from the effective date of termination, the government may pay the Contractor, if at all, an amount set in accordance with this section. The government and the Contractor may agree to a settlement provided the Contractor has filed a termination claim as required herein and the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the territory and the contract price of the work not terminated. Absent agreement of a settlement, the government shall pay the Contractor the following amounts: with respect to all contract

work performed prior to the effective date of the termination, the total, without duplication of any items, of: (a) the cost of such work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) less amount paid or to be paid for completed portions of such work; provided that if it appears that the Contractor would have sustained a loss if the entire contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss; (b) cost of settling and paying claims arising out of the termination of subcontracts or orders pursuant to this clause. These costs must not include costs paid in accordance with subsection (a) above; (c) the reasonable settlement costs of the Contractor including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination and settlement of subcontracts thereunder. The total sum to be paid the Contractor under this subsection shall not exceed the total contract price plus the reasonable settlement costs of the Contractor reduced by the number of payments otherwise made, the proceeds of any sales of supplies or materials under this section, and the contract price of work not terminated.

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.

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, Chapter 5 §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, Division 4, Chapter 9 §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).

14. **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.

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

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 17, 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

e) 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.

f) 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 are 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. POLICY IN FAVOR OF WOMEN-OWNED BUSINESSES. 5GCA §5013

(a)Notwithstanding any other provision of law, if any entity of the government of Guam or any entity expending governmental funds intends to procure any supply or service which is offered by a business concern that is at least fifty-one percent (51%) owned by women, that entity shall procure such supply or service from that business concern if the supply or service is available within the period required by the procuring entity and the price for the supply or service does not exceed one hundred five percent (105%) of the lowest price bidder, and shall be in addition to any other procurement benefit the women-owned business may qualify for under Guam law. The procuring entity shall determine the lowest price to the entity in the case of more than one (1) women-owned business, or a women-owned business and a service-disabled veteran owned business, who are competing for the same government contract. (b) Qualifications of a Women-Owned Business. A business concern is qualified under Subsection (a) of this Section if: (1) the business concern is licensed to do business on Guam; (2) the business concern maintains its headquarters on Guam; (3) the business concern is at least fifty-one percent (51%) owned by women, who manage day-to-day operations and make long-term decisions; (4) the business concern is certified as a Women-Owned Small Business (WOSB) or an Economically Disadvantaged Women-Owned Small Business (EDWOSB) by the U.S. Small Business Administration; and (5) the owner(s) of the business concern has (have) filed individual tax returns on Guam for a period of at least three (3) consecutive years.

26. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION: The undersigned Bidder certifies that the bid price submitted was independently arrived at without collusion – GAR §3126

27. 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, 11 GCA §70130. Specific information on license or exemptions may be obtained from the Director of Revenue and Taxation.

28. 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.

29. DISCLOSURE OF OWNERSHIP, FINANCIAL, AND CONFLICTS OF INTEREST. (5 GCA §5233)

Prior to award, every person who is a prospective bidder of a contract to be acquired under any method of source selection authorized by this Chapter shall submit a Disclosure Statement, executed as an affidavit under oath, disclosing the name of each person who currently or has owned an ownership interest in the prospective bidder greater than ten percent (10%) at any time during the twelve (12 month period immediately preceding the date of the solicitation (the "relevant disclosure period"). 5 GCA §5233(c)(2)

Continuing Duty of Disclosure. Notwithstanding any other provision of this Chapter, the duty to disclose the information required under this Section shall be, upon award, a continuing duty of a contractor of every contract subject to this Chapter, and all such information shall become part of the procurement record required by §5249 of this Chapter. Throughout the term of a contract subject to the terms of this Chapter, the contractor shall promptly make any disclosures not made previously and update changes in the identities or other required information, interests, or conflicts of the persons required to be disclosed herein. Failure to comply with this Section shall constitute a material breach of contract. 5 GCA §5233(g).

LOCAL PROCUREMENT PREFERENCE APPLICATION

Procurement No/IFB No.: _____

To determine eligibility under 5 GCA §5008 ("Local Procurement Preference"), **please check the boxes below to indicate the qualifications that apply to your business:**

[ ] Licensed to do business in Guam; and

[ ] Maintains an office or other facility in Guam; and

[ ] A licensed bona fide manufacturing business that adds at least twenty-five percent (25%) of the value of an item, not to include administrative overhead, using workers who are

- U.S. Citizens, or
- Lawfully admitted permanent residents or nationals of the United States, or
- Persons who are lawfully admitted to the United States to work, based on their former citizenship in the Trust Territory of the Pacific Islands; or

[ ] A business that regularly carries an inventory for regular immediate sale of at least fifty percent (50%) of the items of supplies to be procured; or

[ ] A business that has a bona fide retail or wholesale business location that regularly carries an inventory on Guam of a value of at least one half of the value of the bid or One Hundred Fifty Thousand Dollars ($150,000) whichever is less, of supplies and items of a similar nature to those being sought; or

[ ] A service business actually in business, doing a substantial portion of its business on Guam, and hiring at least 95% U.S. Citizens, lawfully admitted permanent residents or nationals of the United States, or persons who are lawfully admitted to the United States to work, based on their citizenship in any of the nations previously comprising the Trust Territory of the Pacific Islands.

Declaration

Select One:

[ ] _____[Bidder's Name] has read the requirements, and affirms qualification and elects to apply for the Local Procurement Reference.

[ ] _____[Bidder's Name] has read the requirements and declines to apply for the Local Procurement Reference.

Date: _____

Note: Non-submission of this form will not result in rejection of the overall bid; however bidders who do not submit this form will not be eligible for consideration under the Local Procurement Preference.

SERVICE-DISABLED VETERAN OWNED BUSINESS PROCUREMENT PREFERENCE APPLICATION

Procurement No/IFB No.: _____

To determine eligibility under 5 GCA §§5011 & 5012 ("Service-disabled Veteran Preference"), **please check the boxes below to indicate the qualifications that apply to your business:**

[ ] Licensed to do business in Guam; and

[ ] Maintains its headquarters on Guam; and

[ ] Bidder is at least fifty-one percent (51%) owned by a service-disabled veteran(s) who:

- Served in the active U.S. military,
- Was discharged or released under honorable conditions,
- Whose disability is service-connected as demonstrated by a DD214, and
- Certified by an award letter from the U.S. Department of Veterans Affairs; and

[ ] Documents evidencing that the bidder is at least fifty-one percent (51%) owned by a qualified service-disabled veteran are submitted with this application; and

[ ] DD214 and Disability award letter from the U.S. Department of Veteran Affairs are submitted to the procuring entity for every service or supply offered; and

[ ] The service-disabled veteran(s) owner of the business concern has filed individual tax returns on Guam for a period of at least three (3) consecutive years.

Declaration

Select One:

[ ] _____[Bidder's Name] has read the requirements, and affirms qualification and elects to apply for the Service-Disabled Veteran Preference.

[ ] _____[Bidder's Name] has read the requirements and declines to apply for the Service-Disabled Veteran Preference.

Date: _____

Note: Non-submission of this form will not result in rejection of the overall bid; however bidders who do not submit this form will not be eligible for consideration under the Service-Disabled Veteran Owned Business Preference.

EDWARD M. BIRN
Director (Direktot)
RENA K. BORJA
Deputy Director (Sigundo Direktot)

DEPARTMENT OF ADMINISTRATION
DIPATTAMENTON ATMENESTRASION
GENERAL SERVICES AGENCY
(Ahension Setbision Hinirat)
Telephone (*Telifon*): (671) 475-1705/1706

LOURDES A. LEON GUERRERO
Governor (Maga'håga)
JOSHUA F. TENORIO
Lt. Governor (Sigundo Maga'låhi)

WOMEN-OWNED BUSINESS PROCUREMENT PREFERENCE APPLICATION

Procurement No./IFB No.: _____

To determine eligibility under 5 GCA §5013 ("Women-Owned Business Preference"), **please check the boxes below to indicate the qualifications that apply to your business:**

[ ] Licensed to do business in Guam; and

[ ] Maintains headquarters in Guam; and

[ ] Bidder is at least fifty-one percent (51%) owned by women, who manage day-to-day operations and make long-term decisions; and

[ ] Documents evidencing that the bidder is certified as a Women-Owned Small Business (WOSB) or an Economically Disadvantaged Women-Owned Small Business (EDWOSB) by the U.S. Small Business Administration; and

[ ] DD214 and Disability award letter from the U.S. Department of Veteran Affairs are submitted to the procuring entity for every service or supply offered; and

[ ] The owner(s) of the business concern has (have) filed individual tax returns on Guam for a period of at least three (3) consecutive years.

Declaration

Select One:

[ ] _____[Bidder's Name] has read the requirements, and affirms qualification and elects to apply for the Women-Owned Business Preference.

[ ] _____[Bidder's Name] has read the requirements and declines to apply for the Women-Owned Business Preference.

Date: _____

Note: Non-submission of this form will not result in rejection of the overall bid; however bidders who do not submit this form will not be eligible for consideration under the Women-Owned Business Preference.

GOVERNMENT OF GUAM

GENERAL SERVICES AGENCY
2nd Floor ITC Bldg. Rm. 230,
Tamuning, Guam 96931

BID BOND

NO. _____

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

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

_____

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

Signed and sealed this _____day of _____ 202__.

_____
(PRINCIPAL) (SEAL)

_____
(WITNESS)

_____
(TITLE)

_____ _____
(MAJOR OFFICER OF SURETY) (MAJOR OFFICER OF SURETY)

_____ _____
(TITLE) (TITLE)

_____
(RESIDENT GENERAL AGENT)

INSTRUCTION TO PROVIDERS

NOTICE to all Insurance and Bonding Institutions:

The Bond requires the signatures of the Vendor and two (2) Major Officers of the Surety Company. If the Surety is a foreign or alien surety, the signature of the Resident General Agent is also required.

When the form is submitted to the General Services Agency, it shall be accompanied by the following:

1. Current Certificate of Authority to do business on Guam issued by the Department of Revenue and Taxation. This requirement applies to all Sureties.

2. Power of Attorney, issued by the Surety to its Resident General Agent, **only when the Surety is a foreign or alien corporation.**

3. Power of Attorney, executed by two (2) authorized officers of the Surety to the individual signing on its behalf, **only when the Surety is a foreign or alien corporation.**

Bonds submitted as Bid Guarantees, without the required signatures and supporting documents, shall be cause for rejection of bid.

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 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 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 NON-COLLUSION

CITY OF _____)
) SS.
ISLAND OF GUAM)

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

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

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

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

_____
Signature of one of the following:

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

Subscribed and sworn to before me

this _____ day of _____, 20___.

_____
NOTARY PUBLIC
My commission expires _____, _____.

AFFIDAVIT RE 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 offeror's 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 offeror's 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 offeror's proposal.

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 _____, 20_____.

_____
NOTARY PUBLIC
My commission expires _____, _____.

AG Procurement **Form 004** (Jul. 12, 2010)

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 _____, 20_____.

_____
NOTARY PUBLIC
My commission expires _____, _____.

DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

Procurement No.: _____

Name of Offeror Company: _____

I, _____ hereby **certify under penalty of perjury**:

(1) That I am _____ [*please select one: 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

"

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Daniel W. Simms Director Division of Wage Determinations	Wage Determination No.: 2015-5693 Revision No.: 29 Date Of Last Revision: 8/27/2026

State: Guam, Northern Mariana Islands, Wake Island

Area: Guam Counties of Guam

Northern Mariana Islands Counties of Mariana and Northern Marianas

Wake Island Counties of Wake Island

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.00
01012 - Accounting Clerk II		17.95
01013 - Accounting Clerk III		20.08
01020 - Administrative Assistant		23.15
01035 - Court Reporter		19.38
01041 - Customer Service Representative I		14.59
01042 - Customer Service Representative II		15.92
01043 - Customer Service Representative III		17.86
01051 - Data Entry Operator I		13.28
01052 - Data Entry Operator II		14.49
01060 - Dispatcher, Motor Vehicle		19.05
01070 - Document Preparation Clerk		15.44
01090 - Duplicating Machine Operator		15.44
01111 - General Clerk I		12.73
01112 - General Clerk II		13.89
01113 - General Clerk III		15.59
01120 - Housing Referral Assistant		21.61
01141 - Messenger Courier		12.69
01191 - Order Clerk I		14.15
01192 - Order Clerk II		15.44
01261 - Personnel Assistant (Employment) I		17.30
01262 - Personnel Assistant (Employment) II		19.36
01263 - Personnel Assistant (Employment) III		21.58

01270 - Production Control Clerk	25.51
01290 - Rental Clerk	11.35
01300 - Scheduler, Maintenance	17.32
01311 - Secretary I	17.32
01312 - Secretary II	19.38
01313 - Secretary III	21.61
01320 - Service Order Dispatcher	17.03
01410 - Supply Technician	23.15
01420 - Survey Worker	19.38
01460 - Switchboard Operator/Receptionist	11.20
01531 - Travel Clerk I	15.02
01532 - Travel Clerk II	16.85
01533 - Travel Clerk III	18.26
01611 - Word Processor I	15.44
01612 - Word Processor II	17.32
01613 - Word Processor III	19.38
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	19.14
05010 - Automotive Electrician	17.97
05040 - Automotive Glass Installer	16.81
05070 - Automotive Worker	16.81
05110 - Mobile Equipment Servicer	14.42
05130 - Motor Equipment Metal Mechanic	19.14
05160 - Motor Equipment Metal Worker	16.81
05190 - Motor Vehicle Mechanic	19.14
05220 - Motor Vehicle Mechanic Helper	13.20
05250 - Motor Vehicle Upholstery Worker	15.64
05280 - Motor Vehicle Wrecker	16.81
05310 - Painter, Automotive	17.97
05340 - Radiator Repair Specialist	16.81
05370 - Tire Repairer	12.98
05400 - Transmission Repair Specialist	19.14
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.43
07041 - Cook I	17.09
07042 - Cook II	19.91
07070 - Dishwasher	10.11
07130 - Food Service Worker	10.57
07210 - Meat Cutter	14.00
07260 - Waiter/Waitress	9.89
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.70
09040 - Furniture Handler	11.94
09080 - Furniture Refinisher	19.70
09090 - Furniture Refinisher Helper	14.47
09110 - Furniture Repairer, Minor	17.15
09130 - Upholsterer	19.70
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.57
11060 - Elevator Operator	10.92
11090 - Gardener	18.49
11122 - Housekeeping Aide	10.92
11150 - Janitor	10.92
11210 - Laborer, Grounds Maintenance	13.98
11240 - Maid or Houseman	10.59
11260 - Pruner	12.51
11270 - Tractor Operator	16.93
11330 - Trail Maintenance Worker	13.98
11360 - Window Cleaner	12.21
12000 - Health Occupations	

12010 - Ambulance Driver 20.86
12011 - Breath Alcohol Technician 20.86
12012 - Certified Occupational Therapist Assistant 28.62
12015 - Certified Physical Therapist Assistant 28.62
12020 - Dental Assistant 19.37
12025 - Dental Hygienist 39.73
12030 - EKG Technician 31.60
12035 - Electroneurodiagnostic Technologist 31.60
12040 - Emergency Medical Technician 20.86
12071 - Licensed Practical Nurse I 18.65
12072 - Licensed Practical Nurse II 20.86
12073 - Licensed Practical Nurse III 23.25
12100 - Medical Assistant 15.95
12130 - Medical Laboratory Technician 20.82
12160 - Medical Record Clerk 16.47
12190 - Medical Record Technician 18.49
12195 - Medical Transcriptionist 18.65
12210 - Nuclear Medicine Technologist 45.85
12221 - Nursing Assistant I 13.38
12222 - Nursing Assistant II 15.05
12223 - Nursing Assistant III 16.42
12224 - Nursing Assistant IV 18.42
12235 - Optical Dispenser 20.86
12236 - Optical Technician 18.65
12250 - Pharmacy Technician 17.04
12280 - Phlebotomist 18.65
12305 - Radiologic Technologist 31.60
12311 - Registered Nurse I 25.85
12312 - Registered Nurse II 31.60
12313 - Registered Nurse II, Specialist 31.60
12314 - Registered Nurse III 38.24
12315 - Registered Nurse III, Anesthetist 38.24
12316 - Registered Nurse IV 45.85
12317 - Scheduler (Drug and Alcohol Testing) 25.85
12320 - Substance Abuse Treatment Counselor 25.85

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)	26.65
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		22.17
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		26.65
15020 - Aircrew Training Devices Instructor (Rated)		32.25
15030 - Air Crew Training Devices Instructor (Pilot)		38.40
15050 - Computer Based Training Specialist / Instructor		26.65
15060 - Educational Technologist		31.17
15070 - Flight Instructor (Pilot)		38.40
15080 - Graphic Artist		20.47
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		38.40
15086 - Maintenance Test Pilot, Rotary Wing		38.40
15088 - Non-Maintenance Test/Co-Pilot		38.40
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		11.72
16030 - Counter Attendant		11.72
16040 - Dry Cleaner		13.37
16070 - Finisher, Flatwork, Machine		11.72
16090 - Presser, Hand		11.72
16110 - Presser, Machine, Drycleaning		11.72
16130 - Presser, Machine, Shirts		11.72
16160 - Presser, Machine, Wearing Apparel, Laundry		11.72
16190 - Sewing Machine Operator		13.93
16220 - Tailor		14.49
16250 - Washer, Machine		12.27
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.70
19040 - Tool And Die Maker		24.77
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.76
21030 - Material Coordinator		25.51
21040 - Material Expediter		25.51
21050 - Material Handling Laborer		15.21
21071 - Order Filler		11.02
21080 - Production Line Worker (Food Processing)		16.76
21110 - Shipping Packer		17.12
21130 - Shipping/Receiving Clerk		17.12
21140 - Store Worker I		17.82
21150 - Stock Clerk		25.07
21210 - Tools And Parts Attendant		16.76
21410 - Warehouse Specialist		16.76
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		27.54
23019 - Aircraft Logs and Records Technician		21.42
23021 - Aircraft Mechanic I		26.22

23022 - Aircraft Mechanic II	27.54
23023 - Aircraft Mechanic III	28.93
23040 - Aircraft Mechanic Helper	18.24
23050 - Aircraft, Painter	24.63
23060 - Aircraft Servicer	21.42
23070 - Aircraft Survival Flight Equipment Technician	24.63
23080 - Aircraft Worker	23.13
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	23.13
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	26.22
23110 - Appliance Mechanic	19.70
23120 - Bicycle Repairer	15.81
23125 - Cable Splicer	26.61
23130 - Carpenter, Maintenance	17.74
23140 - Carpet Layer	18.43
23160 - Electrician, Maintenance	20.68
23181 - Electronics Technician Maintenance I	18.43
23182 - Electronics Technician Maintenance II	19.70
23183 - Electronics Technician Maintenance III	20.98
23260 - Fabric Worker	17.15
23290 - Fire Alarm System Mechanic	18.00
23310 - Fire Extinguisher Repairer	15.81
23311 - Fuel Distribution System Mechanic	20.98
23312 - Fuel Distribution System Operator	15.81
23370 - General Maintenance Worker	14.64
23380 - Ground Support Equipment Mechanic	26.22
23381 - Ground Support Equipment Servicer	21.42
23382 - Ground Support Equipment Worker	23.13
23391 - Gunsmith I	15.81
23392 - Gunsmith II	18.43
23393 - Gunsmith III	20.98
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.22
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	21.51
23430 - Heavy Equipment Mechanic	21.77
23440 - Heavy Equipment Operator	18.87
23460 - Instrument Mechanic	20.98
23465 - Laboratory/Shelter Mechanic	19.70
23470 - Laborer	15.21
23510 - Locksmith	19.70
23530 - Machinery Maintenance Mechanic	26.47
23550 - Machinist, Maintenance	20.98
23580 - Maintenance Trades Helper	13.00
23591 - Metrology Technician I	20.98
23592 - Metrology Technician II	22.31
23593 - Metrology Technician III	23.62
23640 - Millwright	20.98
23710 - Office Appliance Repairer	19.46
23760 - Painter, Maintenance	18.74
23790 - Pipefitter, Maintenance	19.96
23810 - Plumber, Maintenance	18.75
23820 - Pneudraulic Systems Mechanic	20.98
23850 - Rigger	20.98
23870 - Scale Mechanic	18.43
23890 - Sheet-Metal Worker, Maintenance	20.80
23910 - Small Engine Mechanic	18.43
23931 - Telecommunications Mechanic I	20.98
23932 - Telecommunications Mechanic II	22.31
23950 - Telephone Lineman	22.68
23960 - Welder, Combination, Maintenance	19.96
23965 - Well Driller	21.13
23970 - Woodcraft Worker	20.98

23980 - Woodworker		15.81
24000 - Personal Needs Occupations		
24550 - Case Manager		17.70
24570 - Child Care Attendant		10.59
24580 - Child Care Center Clerk		13.25
24610 - Chore Aide		15.47
24620 - Family Readiness And Support Services Coordinator		17.70
24630 - Homemaker		17.73
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		11.89
27007 - Baggage Inspector		10.63
27008 - Corrections Officer		14.59
27010 - Court Security Officer		14.59
27030 - Detection Dog Handler		11.89
27040 - Detention Officer		14.59
27070 - Firefighter		14.59
27101 - Guard I		10.63
27102 - Guard II		11.89
27131 - Police Officer I		16.05
27132 - Police Officer II		17.83
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator		13.69
28042 - Carnival Equipment Repairer		14.96
28043 - Carnival Worker		10.12
28210 - Gate Attendant/Gate Tender		14.50
28310 - Lifeguard		11.60
28350 - Park Attendant (Aide)		16.21
28510 - Recreation Aide/Health Facility Attendant		13.02
28515 - Recreation Specialist		20.09
28630 - Sports Official		12.91
28690 - Swimming Pool Operator		17.71
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer		30.02
29020 - Hatch Tender		30.02
29030 - Line Handler		30.02
29041 - Stevedore I		27.95
29042 - Stevedore II		32.09
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2)	46.54
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2)	32.09
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2)	35.33
30021 - Archeological Technician I		18.41
30022 - Archeological Technician II		20.59
30023 - Archeological Technician III		25.51
30030 - Cartographic Technician		25.51
30040 - Civil Engineering Technician		25.51
30051 - Cryogenic Technician I		28.25
30052 - Cryogenic Technician II		31.21
30061 - Drafter/CAD Operator I		18.41

30062 - Drafter/CAD Operator II		20.59
30063 - Drafter/CAD Operator III		22.96
30064 - Drafter/CAD Operator IV		28.25
30081 - Engineering Technician I		17.32
30082 - Engineering Technician II		19.44
30083 - Engineering Technician III		21.74
30084 - Engineering Technician IV		26.94
30085 - Engineering Technician V		32.95
30086 - Engineering Technician VI		39.86
30090 - Environmental Technician		25.51
30095 - Evidence Control Specialist		25.51
30210 - Laboratory Technician		22.96
30221 - Latent Fingerprint Technician I		28.25
30222 - Latent Fingerprint Technician II		31.21
30240 - Mathematical Technician		25.51
30361 - Paralegal/Legal Assistant I		21.15
30362 - Paralegal/Legal Assistant II		26.20
30363 - Paralegal/Legal Assistant III		32.04
30364 - Paralegal/Legal Assistant IV		38.76
30375 - Petroleum Supply Specialist		31.21
30390 - Photo-Optics Technician		25.51
30395 - Radiation Control Technician		31.21
30461 - Technical Writer I		25.51
30462 - Technical Writer II		31.21
30463 - Technical Writer III		37.75
30491 - Unexploded Ordnance (UXO) Technician I		29.57
30492 - Unexploded Ordnance (UXO) Technician II		35.78
30493 - Unexploded Ordnance (UXO) Technician III		42.89
30494 - Unexploded (UXO) Safety Escort		29.57
30495 - Unexploded (UXO) Sweep Personnel		29.57
30501 - Weather Forecaster I		28.25
30502 - Weather Forecaster II		34.36
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	22.96
30621 - Weather Observer, Senior	(see 2)	25.51
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot		35.78
31020 - Bus Aide		9.12
31030 - Bus Driver		13.10
31043 - Driver Courier		11.04
31260 - Parking and Lot Attendant		9.91
31290 - Shuttle Bus Driver		12.95
31310 - Taxi Driver		11.41
31361 - Truckdriver, Light		12.07
31362 - Truckdriver, Medium		13.10
31363 - Truckdriver, Heavy		18.64
31364 - Truckdriver, Tractor-Trailer		18.64
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist		17.45
99030 - Cashier		10.51
99050 - Desk Clerk		11.14
99095 - Embalmer		29.57
99130 - Flight Follower		29.57
99251 - Laboratory Animal Caretaker I		27.36
99252 - Laboratory Animal Caretaker II		29.90
99260 - Marketing Analyst		21.54
99310 - Mortician		29.57
99410 - Pest Controller		16.07
99510 - Photofinishing Worker		15.54
99710 - Recycling Laborer		19.05
99711 - Recycling Specialist		25.72
99730 - Refuse Collector		18.04
99810 - Sales Clerk		11.54

99820 - School Crossing Guard	20.22
99830 - Survey Party Chief	26.41
99831 - Surveying Aide	15.02
99832 - Surveying Technician	19.52
99840 - Vending Machine Attendant	27.36
99841 - Vending Machine Repairer	34.84
99842 - Vending Machine Repairer Helper	27.36

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $5.92 per hour, up to 40 hours per week, or $236.80 per week or $1,026.13 per month

HEALTH & WELFARE EO 13706: $5.42 per hour, up to 40 hours per week, or $216.80 per week, or $939.46 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 CONTINGENT FEES

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. 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(h).

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 _____, 20_____.

_____
NOTARY PUBLIC
My commission expires _____, _____.

DECLARATION RE COMPLIANCE WITH 5 GCA § 5150

I, _____, make this declaration on _____
[print name clearly] *[enter today's date]*

regarding Procurement No. _____, and do hereby **certify under penalty of perjury** that:
[enter procurement no.]

(1) I am the procurement officer (Chief Procurement Officer; Director of Public Works; or head of a purchasing agency) for this procurement;

(2) I have caused an estimate to be made of the cost of the services or supplies being procured, and for which a contract will be entered into or a purchase order will be issued, whichever is appropriate as the case may be;

(3) My estimate of the total cost of the contract or purchase order, whichever is appropriate as the case may be, is *[please check one]*:

☐ less than $500,000; or

☐ $500,000 or more;

(4) If the total estimated cost of the procurement is $500,000 or more, I understand that I must be advised by legal counsel designated by the Attorney General (which may be an Assistant Attorney General or other legal counsel designated as Special Assistant Attorney General ("SAAG") under 5 GCA § 5150) during each and every phase of the procurement process, beginning with the planning stage and before any request for proposal or invitation to bid is issued or notice published, or before any sole source procurement or emergency procurement is undertaken;

(5) If the total estimated cost of the procurement is $500,000 or more, I understand I may not proceed with any phase of the procurement unless I have been advised by an Assistant Attorney General or a SAAG to proceed;

(6) If the total estimated cost of the procurement is less than $500,000 initially when the procurement is begun, but the total cost increases to $500,000 or more at some later point in time, I understand I must contact the Attorney General's Office as soon as I become aware that the procurement will actually cost $500,000 or more, and that I may not proceed further without the assistance of the Attorney General's Office or a SAAG; and

(7) I understand if I do not comply with the requirements of 5 GCA § 5150 and the Attorney General's Office or a SAAG has not acted as legal counsel during all phases of a procurement estimated to cost $500,000 or more, the Attorney General or SAAG may disapprove the contract, or the procurement may be subject to cancellation, or any award, contract or purchase order made or entered into may be subject to termination.

_____
[Declarant's Signature]

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, _____, _____.

CERTIFICATION AND RESTRICTIONS ON LOBBYING

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

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

(1) 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding 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.

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

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 section 1352, title 31, United States Code. 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 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, _____

Bid Form

Item No.	Description	QTY	UOM	Unit Price	Total
1.0	Cargo Van (Latest Model) **As per the following specifications:**	1	EA	**$**_____	**$**_____

Generals:
These specifications have been written to describe minimum equipment and performance requirements to be supplied by the equipment manufacturer bidding. Reasonable test may be conducted upon delivery before acceptance.

Each vehicle shall be new / unused, current or later model year production.

Each vehicle shall be supplied with all standard equipment and accessories indicated in the manufacturer's published literature / brochure unless specifically deleted as stated in this specification. Optional equipment necessary to meet the requirements of this specification shall be installed.

Specifications:	**Bidding On / Remarks:**
Low roof cargo van (latest model)	_____
Color: White	_____
Gasoline engine	_____
Minimum wheel base of 118 inches	_____
Automatic Transmission	_____
Minimum payload capacity of 4,000 lbs.	_____
Power windows and power locks	_____
Sliding side door	_____
Rear cargo doors capable of opening to a minimum of 180 degrees	_____
Factory-installed cargo tie-down points	_____
Rear cargo lamp	_____

Vehicle Marking: (Upon Delivery)
Vehicle shall have visible adhesive (Guam Public Library System) markings on both sides.
Marking shall include the following: _____
Name of Department / Agency
(Lettering must be no less than 4 inches)

*Contact Dept. / Agency representative for existing logo design in order to keep fleet uniform.

Service\Maintenance and Repair Manuals:
The successful bidder shall provide (1) complete set of the most current service\ shop repair manuals Book Form or CD ROM or access to them electronically at no additional cost during the life of the vehicle. Manuals shall cover the entire vehicle to include: Engine, Transmission, Body, Chassis, Wiring locators\diagrams and all parts manuals associated with vehicle. If this cannot be provided, relative technical assistance shall be provided through the life of the vehicle\s at no cost to the government. Statement of compliance shall be present at time of vehicle delivery.
( ) Yes, as requested: _____

( ) NO, remarks: _____

Service Required:
Manufacturer's recommended preventive maintenance as defined by the manufacturer's scheduled maintenance guide shall be performed through the duration of Manufacturer's powertrain warranty, all parts, and labor and disposal fees included at "No Cost to the Government of Guam". No less than 5 years or 60,000 miles whichever comes first. (Documentation\Service contract shall be included with the delivery of vehicle).
( ) Yes, as requested: _____

( ) NO, remarks: _____

Warranty: (All guarantee, warranty, and service periods begin on date of delivery).
The successful bidder shall guarantee all parts, components, materials and workmanship associated with the vehicles delivered to be free from defects for the period of (5) years / 100,000 miles whichever occurs first, starting at the date of delivery. Unlimited to include lights, fuses etc. Unless defect is determined to be caused by obvious operator negligence.
( ) Yes, as requested: _____

( ) NO, remarks: _____

The successful bidder shall be fully responsible to entertain, address, negotiate and schedule any and all warranty related issues whether in house or with outside vendors.
( ) Yes, as requested: _____

( ) NO, remarks: _____

The successful bidder shall provide service such as diagnostic, repair or adjustments of the vehicle on government premises or field location. If repair cannot be done on location, bidder shall have vehicle transferred to shop where repair can be executed at any time within the warranty period.
( ) Yes, as requested: _____

( ) NO, remarks: _____

Vendor shall record mileage accumulated prior to delivery. The recorded mileage shall be added to mileage limitations for all warranty and service periods.
( ) Yes, as requested: _____

( ) NO, remarks: _____

Warranty and service conditions:
1. The successful bidder shall be responsible for all cost associated with warranty and service. To include but not limited to: Transport, diagnostic, parts, labor, disposal etc.
( ) Yes, as requested: _____

( ) NO, remarks: _____

2. During warranty period, the Government of Guam will not be liable for diagnostic fees not covered by warranty. Exception: Defect determined to be caused by obvious operator negligence.
( ) Yes, as requested: _____

( ) NO, remarks: _____

3. All warranty and maintenance services shall be performed by manufacture\factory trained, authorized technicians.
( ) Yes, as requested: _____

( ) NO, remarks: _____

4. Due to nature of services provided by the Government of Guam all maintenance and warranty repairs shall be subject to priority scheduling and performed expeditiously.
( ) Yes, as requested: _____

( ) NO, remarks: _____

BIDDING ON:

MANUFACTURED BY: _____

YEAR: _____

MAKE: _____

MODEL: _____

DATE OF DELIVERY: _____

These specifications have been prepared by the staff of the Guam Public Library System, June Aflague, Administrative Officer and approved by Angie Taitague, Director.