



GENERAL SERVICES AGENCY
(Ahensian Setbision Hinirat)
Government of Guam

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

Accountability	*	Impartiality	*	Competence	*	Openness	*	Value
----------------	---	--------------	---	------------	---	----------	---	-------

MULTI-STEP BID NO. : GSA-036-14

DESCRIPTION:

MEDICAL REFERRAL SERVICES FOR THE ORANGE COUNTY, CALIFORNIA AREA
AND THE NATIONAL CAPITAL REGION OF THE REPUBLIC OF THE PHILIPPINES

SPECIAL REMINDER TO PROSPECTIVE BIDDERS

Bidders are reminded to read the Sealed Bid Solicitation and Instructions, and General Terms and Conditions attached to the Multi-Step Bid to ascertain that all of the following requirements checked below are submitted in the bid enveloped, one original and three copies, at the date and time for bid opening.

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

- a. Cashier's Check or Certified Check
- b. Letter of Credit must not expire earlier than ninety (90) days from the date of submittal
- c. Surety Bond – Valid only if accompanied by:

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

(X) STATEMENT OF QUALIFICATIONS

() BROCHURES/DESCRIPTIVE LITERATURE;

(X) AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSION

- a. Date of signature of the person authorized to sign the bid and the notary date must be the same.

(X) OTHER REQUIREMENTS:

Non-Collusion Affidavit, D.O.L. Wage Determination Affidavit, Restriction against Sexual Offenders Affidavit, No Kickbacks or Gratuities Affidavit and Ethical Standards Affidavit, and Affidavit re Contingent Fees

NOTE: TECHNICAL AND BID COST SHALL BE SUBMITTED IN SEPARATE ENVELOPES LABELED "TECHNICAL BID" AND "BID COST". ALL REQUIRED FORMS AND AFFIDAVITS SHALL BE SUBMITTED IN THE ENVELOPE LABELED "TECHNICAL BID". REQUIRED BID BOND SHALL BE SUBMITTED IN THE ENVELOPE LABELED "BID COST". SHALL BE SUBMITTED. DO NOT INCLUDE BID COST WITH TECHNICAL BID PACKAGE

***NOTE: IF BID COST IS INCLUDED WITH THE TECHNICAL PROPOSAL IT WOULD BE DEEMED AN AUTOMATIC DISQUALIFICATION OR REJECTION.**

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

On this _____ day of _____, 2014, I, _____,

authorized representative of _____ acknowledge receipt of this special reminder to prospective bidders with the above referenced Multi-Step Bid.

Multi-Step Bid: GSA-036-14

MEDICAL REFERRAL SERVICES FOR THE ORANGE COUNTY, CALIFORNIA AREA
AND THE NATIONAL CAPITAL REGION OF THE REPUBLIC OF THE PHILIPPINES

ACKNOWLEDGEMENT RECEIPT FORM

Please be advised that to be considered a prospective bidder you must fill out this Acknowledgement receipt form. Please submit by fax form to 472-4217

Name _____

Signature _____

Date _____

Time _____

Contact Number _____

Fax Number _____

Contact Person regarding IFB _____

Title _____

E-Mail Address _____

Company/Firm _____

Address _____

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


All questions and concerns in regards to the Multi-Step bid must be submitted no later than 4/04/14 before the close of business.

NOTE: SUBMISSION DATE WILL BE ON APRIL 16, 2014 at 11:00AM (TECHNICAL BIDS) TECHNICAL BIDS WILL NOT BE PUBLICLY OPENED.

MULTI-STEP BID

ISSUING OFFICE:

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


CLAUDIA S. ACFALLE
Chief Procurement Officer

DATE ISSUED: March 31, 2014

MULTI-STEP BID NO: GSA-036-14

BID FOR: MEDICAL REFERRAL SERVICES FOR ORANGE COUNTY, CALIFORNIA AREA AND THE NATIONAL CAPITAL REGION OF THE REPUBLIC OF THE PHILIPPINES

SPECIFICATION: See Attached

DESTINATION: MEDICAL REFERRAL OFFICE, OFFICE OF THE GOVERNOR

REQUIRED DELIVERY DATE: 30 days upon receipt of purchase order. For a period of one (1) year with annual options to renew for one (1) additional year upon availability of funds. Not to exceed two (2) years.

INSTRUCTION TO BIDDER:

INDICATE WHETHER: INDIVIDUAL PARTNERSHIP CORPORATION

INCORPORATED IN: _____

Each bidder shall submit one original and three copies of the technical bid no later than **Date: 4/16/14** at **11:00am**. The technical bids (one original and three copies) shall be submitted in a sealed envelope marked conspicuously with the bidder name and address, bid number, and the type of proposal (Technical Bid). Bid submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions. Technical bids submitted will not be publicly opened.

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 bidders, and other considerations, the undersigned agrees that this bid remain firm and irrevocable within **90** calendar days from the date of submittal to supply any or all the items which prices are offered.

NAME AND ADDRESS OF OFFEROR: _____

SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGN THIS BID: _____

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

ITEM NO(S). AWARDED: _____

CONTRACTING OFFICER:

CLAUDIA S. ACFALLE
Chief Procurement Officer

NAME AND ADDRESS OF CONTRACTOR: _____

SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGN THIS CONTRACT: _____

AFFIDAVIT RE ETHICAL STANDARDS

TERRITORY OF GUAM)
) ss.
HAGATNA, GUAM)

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

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

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

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

NOTARY PUBLIC
My commission expires _____.

THIS AFFADAVIT MUST BE SUBMITTED IN THE ENVELOPE LABELED "TECHNICAL BID"

AFFIDAVIT re NO GRATUITIES or KICKBACKS

TERRITORY OF GUAM)
) ss.
HAGATNA, 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] _____ [state one of the following: *the offeror, a partner of the offeror, an officer of the offeror*] making the foregoing identified bid or proposal. Affiant is _____.
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 _____, 201__.

NOTARY PUBLIC
My commission expires _____.

THIS AFFIDAVIT MUST BE SUBMITTED IN THE ENVELOPE LABELED "TECHNICAL BID"

Eddie Baza Calvo
Governor

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

Ray Tenorio
Lt. Governor



Benita Manglona
Director, Dept. of Admin. (Acting)

George A. Santos
Deputy Director

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 warrant 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 _____, 201_____

Notary Public

THIS AFFIDAVIT MUST BE SUBMITTED IN THE ENVELOPE LABELED "TECHNICAL BID"

Eddie Baza Calvo
Governor

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

Ray Tenorio
Lt. Governor



Benita Manglona
Director, Dept. of Admin. (Acting)

George A. Santos
Deputy Director

FORM E

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

Procurement No: **GSA-036-14**
MEDICAL REFERRAL SERVICES FOR ORANGE COUNTY, CALIFORNIA AREA, AND THE NATIONAL CAPITAL REGION OF THE REPUBLIC OF THE PHILIPPINES

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

- (1) That I am _____ (the offeror, a partner of the offeror, an officer of the offeror) making the bid or proposal in the foregoing identified procurement;
- (2) That I have read and understand the provisions of 5 GCA § 5801 and § 5802 which read:

§ 5801. Wage Determination Established.

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

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

§ 5802. Benefits.

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

- (3) That the offeror is in full compliance with 5 GCA § 5801 and § 5802, as may be applicable to the procurement referenced herein;
- (4) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor. (INSTRUCTIONS - Please attach!)

Signature _____ Date

THIS AFFIDAVIT MUST BE SUBMITTED IN THE ENVELOPE LABELED "TECHNICAL BID".

Diane C. Koplewski Division of | Wage Determination No.: 2005-2148
 Director Wage Determinations | Revision No.: 17
 Date Of Revision: 06/19/2013

States: Guam, Northern Marianas, Wake Island

Area: Guam Statewide
 Northern Marianas Statewide
 Wake Island Statewide

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
Fringe Benefits Required Follow the Occupational Listing		
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.50
01012 - Accounting Clerk II		13.53
01013 - Accounting Clerk III		15.59
01020 - Administrative Assistant		17.67
01040 - Court Reporter		15.38
01051 - Data Entry Operator I		10.48
01052 - Data Entry Operator II		11.99
01060 - Dispatcher, Motor Vehicle		13.06
01070 - Document Preparation Clerk		12.25
01090 - Duplicating Machine Operator		12.25
01111 - General Clerk I		10.29
01112 - General Clerk II		11.28
01113 - General Clerk III		12.32
01120 - Housing Referral Assistant		17.15
01141 - Messenger Courier		10.12
01191 - Order Clerk I		11.23
01192 - Order Clerk II		12.25
01261 - Personnel Assistant (Employment) I		14.33
01262 - Personnel Assistant (Employment) II		14.90
01263 - Personnel Assistant (Employment) III		16.48
01270 - Production Control Clerk		18.34
01280 - Receptionist		9.67
01290 - Rental Clerk		11.10
01300 - Scheduler, Maintenance		13.75
01311 - Secretary I		13.75
01312 - Secretary II		15.38
01313 - Secretary III		17.15
01320 - Service Order Dispatcher		11.57
01410 - Supply Technician		17.67
01420 - Survey Worker		15.26
01531 - Travel Clerk I		11.61
01532 - Travel Clerk II		12.57
01533 - Travel Clerk III		13.44
01611 - Word Processor I		12.25
01612 - Word Processor II		13.75
01613 - Word Processor III		15.38
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		13.34
05010 - Automotive Electrician		13.06
05040 - Automotive Glass Installer		12.10
05070 - Automotive Worker		12.10
05110 - Mobile Equipment Servicer		8.59
05130 - Motor Equipment Metal Mechanic		13.06
05160 - Motor Equipment Metal Worker		12.10
05190 - Motor Vehicle Mechanic		13.06
05220 - Motor Vehicle Mechanic Helper		10.12
05250 - Motor Vehicle Upholstery Worker		12.10
05280 - Motor Vehicle Wrecker		12.10
05310 - Painter, Automotive		12.37
05340 - Radiator Repair Specialist		12.10
05370 - Tire Repairer		7.81
05400 - Transmission Repair Specialist		12.10

07000 - Food Preparation And Service Occupations	
07010 - Baker	10.47
07041 - Cook I	9.54
07042 - Cook II	11.78
07070 - Dishwasher	7.25
07130 - Food Service Worker	7.78
07210 - Meat Cutter	11.86
07260 - Waiter/Waitress	7.59
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	14.38
09040 - Furniture Handler	8.85
09080 - Furniture Refinisher	14.38
09090 - Furniture Refinisher Helper	10.66
09110 - Furniture Repairer, Minor	12.51
09130 - Upholsterer	14.38
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.23
11060 - Elevator Operator	8.23
11090 - Gardener	10.99
11122 - Housekeeping Aide	8.33
11150 - Janitor	8.23
11210 - Laborer, Grounds Maintenance	9.14
11240 - Maid or Houseman	7.25
11260 - Pruner	8.23
11270 - Tractor Operator	10.33
11330 - Trail Maintenance Worker	9.14
11360 - Window Cleaner	9.14
12000 - Health Occupations	
12010 - Ambulance Driver	15.81
12011 - Breath Alcohol Technician	15.81
12012 - Certified Occupational Therapist Assistant	21.70
12015 - Certified Physical Therapist Assistant	21.70
12020 - Dental Assistant	13.20
12025 - Dental Hygienist	29.85
12030 - EKG Technician	23.96
12035 - Electroneurodiagnostic Technologist	23.96
12040 - Emergency Medical Technician	15.81
12071 - Licensed Practical Nurse I	14.14
12072 - Licensed Practical Nurse II	15.81
12073 - Licensed Practical Nurse III	17.63
12100 - Medical Assistant	11.54
12130 - Medical Laboratory Technician	14.14
12160 - Medical Record Clerk	11.82
12190 - Medical Record Technician	13.59
12195 - Medical Transcriptionist	14.14
12210 - Nuclear Medicine Technologist	34.75
12221 - Nursing Assistant I	10.03
12222 - Nursing Assistant II	11.30
12223 - Nursing Assistant III	12.31
12224 - Nursing Assistant IV	13.84
12235 - Optical Dispenser	15.81
12236 - Optical Technician	14.14
12250 - Pharmacy Technician	13.41
12280 - Phlebotomist	13.84
12305 - Radiologic Technologist	22.64
12311 - Registered Nurse I	20.70
12312 - Registered Nurse II	25.32
12313 - Registered Nurse II, Specialist	25.32
12314 - Registered Nurse III	30.64
12315 - Registered Nurse III, Anesthetist	30.64
12316 - Registered Nurse IV	36.72
12317 - Scheduler (Drug and Alcohol Testing)	19.59
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	15.06
13012 - Exhibits Specialist II	18.66
13013 - Exhibits Specialist III	22.83
13041 - Illustrator I	15.06
13042 - Illustrator II	18.66
13043 - Illustrator III	22.83
13047 - Librarian	20.66
13050 - Library Aide/Clerk	12.00
13054 - Library Information Technology Systems Administrator	18.66
13058 - Library Technician	15.06
13061 - Media Specialist I	13.46
13062 - Media Specialist II	15.06
13063 - Media Specialist III	16.80

13071 - Photographer I	12.82
13072 - Photographer II	14.32
13073 - Photographer III	17.75
13074 - Photographer IV	21.73
13075 - Photographer V	26.30
13110 - Video Teleconference Technician	12.91
14000 - Information Technology Occupations	
14041 - Computer Operator I	13.65
14042 - Computer Operator II	15.76
14043 - Computer Operator III	17.56
14044 - Computer Operator IV	19.50
14045 - Computer Operator V	21.81
14071 - Computer Programmer I	15.73
14072 - Computer Programmer II	19.50
14073 - Computer Programmer III	23.84
14074 - Computer Programmer IV	
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	(see 1)
14160 - Personal Computer Support Technician	(see 1)
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	13.65
15020 - Aircrew Training Devices Instructor (Rated)	19.50
15030 - Air Crew Training Devices Instructor (Pilot)	
15050 - Computer Based Training Specialist / Instructor	24.23
15060 - Educational Technologist	22.82
15070 - Flight Instructor (Pilot)	33.30
15080 - Graphic Artist	20.47
15090 - Technical Instructor	17.65
15095 - Technical Instructor/Course Developer	21.58
15110 - Test Proctor	13.87
15120 - Tutor	13.87
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.08
16030 - Counter Attendant	8.08
16040 - Dry Cleaner	9.34
16070 - Finisher, Flatwork, Machine	8.08
16090 - Presser, Hand	8.08
16110 - Presser, Machine, Dry-Cleaning	8.08
16130 - Presser, Machine, Shirts	8.08
16160 - Presser, Machine, Wearing Apparel, Laundry	8.08
16190 - Sewing Machine Operator	9.86
16220 - Tailor	10.33
16250 - Washer, Machine	8.46
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	14.49
19040 - Tool And Die Maker	18.20
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	12.49
21030 - Material Coordinator	18.34
21040 - Material Expediter	18.34
21050 - Material Handling Laborer	10.65
21071 - Order Filler	9.66
21080 - Production Line Worker (Food Processing)	12.49
21110 - Shipping Packer	13.33
21130 - Shipping/Receiving Clerk	13.33
21140 - Store Worker I	13.23
21150 - Stock Clerk	18.58
21210 - Tools And Parts Attendant	12.49
21410 - Warehouse Specialist	12.49
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	20.69
23021 - Aircraft Mechanic I	19.70
23022 - Aircraft Mechanic II	20.69
23023 - Aircraft Mechanic III	21.74
23040 - Aircraft Mechanic Helper	13.70
23050 - Aircraft, Painter	18.50
23060 - Aircraft Servicer	16.09
23080 - Aircraft Worker	17.38
23110 - Appliance Mechanic	14.49
23120 - Bicycle Repairer	9.74
23125 - Cable Splicer	15.43
23130 - Carpenter, Maintenance	13.00
23140 - Carpet Layer	13.55

23160 - Electrician, Maintenance	14.99
23181 - Electronics Technician Maintenance I	14.72
23182 - Electronics Technician Maintenance II	15.05
23183 - Electronics Technician Maintenance III	18.31
23260 - Fabric Worker	12.60
23290 - Fire Alarm System Mechanic	15.43
23310 - Fire Extinguisher Repairer	11.67
23311 - Fuel Distribution System Mechanic	15.43
23312 - Fuel Distribution System Operator	13.01
23370 - General Maintenance Worker	11.95
23380 - Ground Support Equipment Mechanic	19.70
23381 - Ground Support Equipment Servicer	16.09
23382 - Ground Support Equipment Worker	17.38
23391 - Gunsmith I	11.67
23392 - Gunsmith II	13.55
23393 - Gunsmith III	15.43
23410 - Heating, Ventilation And Air-Conditioning Mechanic	15.76
23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)	16.55
23430 - Heavy Equipment Mechanic	15.15
23440 - Heavy Equipment Operator	13.73
23460 - Instrument Mechanic	15.43
23465 - Laboratory/Shelter Mechanic	14.49
23470 - Laborer	10.65
23510 - Locksmith	14.49
23530 - Machinery Maintenance Mechanic	17.38
23550 - Machinist, Maintenance	15.43
23580 - Maintenance Trades Helper	9.92
23591 - Metrology Technician I	15.43
23592 - Metrology Technician II	16.41
23593 - Metrology Technician III	17.37
23640 - Millwright	15.43
23710 - Office Appliance Repairer	14.38
23760 - Painter, Maintenance	13.55
23790 - Pipefitter, Maintenance	15.32
23810 - Plumber, Maintenance	14.38
23820 - Pneudraulic Systems Mechanic	15.43
23850 - Rigger	15.43
23870 - Scale Mechanic	13.55
23890 - Sheet-Metal Worker, Maintenance	15.21
23910 - Small Engine Mechanic	13.55
23931 - Telecommunications Mechanic I	19.01
23932 - Telecommunications Mechanic II	19.76
23950 - Telephone Lineman	18.24
23960 - Welder, Combination, Maintenance	14.66
23965 - Well Driller	15.43
23970 - Woodcraft Worker	15.43
23980 - Woodworker	11.67
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.09
24580 - Child Care Center Clerk	12.58
24610 - Chore Aide	12.43
24620 - Family Readiness And Support Services Coordinator	12.44
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	15.43
25040 - Sewage Plant Operator	14.49
25070 - Stationary Engineer	15.43
25190 - Ventilation Equipment Tender	10.73
25210 - Water Treatment Plant Operator	14.49
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.90
27007 - Baggage Inspector	7.35
27008 - Corrections Officer	12.05
27010 - Court Security Officer	12.05
27030 - Detection Dog Handler	10.90
27040 - Detention Officer	12.05
27070 - Firefighter	12.05
27101 - Guard I	7.37
27102 - Guard II	10.90
27131 - Police Officer I	12.05
27132 - Police Officer II	13.40

28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	9.53
28042 - Carnival Equipment Repairer	10.08
28043 - Carnival Equipment Worker	7.78
28210 - Gate Attendant/Gate Tender	13.18
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	14.74
28510 - Recreation Aide/Health Facility Attendant	10.76
28515 - Recreation Specialist	18.26
28630 - Sports Official	11.74
28690 - Swimming Pool Operator	17.71
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	15.20
29020 - Hatch Tender	15.20
29030 - Line Handler	15.20
29041 - Stevedore I	14.22
29042 - Stevedore II	16.25
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	17.49
30022 - Archeological Technician II	19.56
30023 - Archeological Technician III	24.21
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	21.93
30061 - Drafter/CAD Operator I	17.49
30062 - Drafter/CAD Operator II	19.56
30063 - Drafter/CAD Operator III	20.74
30064 - Drafter/CAD Operator IV	24.21
30081 - Engineering Technician I	14.62
30082 - Engineering Technician II	16.41
30083 - Engineering Technician III	18.36
30084 - Engineering Technician IV	22.34
30085 - Engineering Technician V	27.83
30086 - Engineering Technician VI	33.66
30090 - Environmental Technician	21.10
30210 - Laboratory Technician	20.74
30240 - Mathematical Technician	23.34
30361 - Paralegal/Legal Assistant I	19.06
30362 - Paralegal/Legal Assistant II	21.53
30363 - Paralegal/Legal Assistant III	26.35
30364 - Paralegal/Legal Assistant IV	30.80
30390 - Photo-Optics Technician	21.93
30461 - Technical Writer I	22.17
30462 - Technical Writer II	27.10
30463 - Technical Writer III	32.79
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded Ordnance (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs	20.74
30621 - Weather Observer, Senior	23.00
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	8.15
31030 - Bus Driver	9.69
31043 - Driver Courier	8.97
31260 - Parking and Lot Attendant	7.25
31290 - Shuttle Bus Driver	9.99
31310 - Taxi Driver	8.21
31361 - Truck-driver, Light	8.97
31362 - Truck-driver, Medium	11.61
31363 - Truck-driver, Heavy	12.48
31364 - Truck-driver, Tractor-Trailer	12.48
99000 - Miscellaneous Occupations	
99030 - Cashier	7.46
99050 - Desk Clerk	9.70
99095 - Embalmer	22.74
99251 - Laboratory Animal Caretaker I	16.24
99252 - Laboratory Animal Caretaker II	17.04
99310 - Mortician	22.74
99410 - Pest Controller	13.28

99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	10.76
99711 - Recycling Specialist	16.27
99730 - Refuse Collector	10.24
99810 - Sales Clerk	8.95
99820 - School Crossing Guard	15.03
99830 - Survey Party Chief	20.30
99831 - Surveying Aide	11.54
99832 - Surveying Technician	15.00
99840 - Vending Machine Attendant	20.19
99841 - Vending Machine Repairer	23.57
99842 - Vending Machine Repairer Helper	20.19

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.81 per hour computed on the basis of all hours worked by service employees employed on the contract.

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

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dyeing, 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 regrading 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.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

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. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es)

of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} 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 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 Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 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 decision to the contractor.
- 6) The contractor informs the affected employees.

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" (the Directory) should be used to compare job definitions to insure 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.

Eddie Baza Calvo
Governor

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

Ray Tenorio
Lt. Governor



Benita Manglona
Director, Dept. of Admin. (Acting)

George A. Santos
Deputy Director

AFFIDAVIT re NON-COLLUSION

TERRITORY OF GUAM)
) ss.
HAGATNA, GUAM)

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

1. The name of the offering company or individual is [state name of company] _____.
2. The proposal for the solicitation identified above is genuine and not collusive or a sham. The offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any other offeror or person, to put in a sham proposal or to refrain from making an offer. The offeror has not in any manner, directly or indirectly, sought by an agreement or collusion, or communication or conference, with any person to fix the proposal price of offeror or of any other offeror, or to fix any overhead, profit or cost element of said proposal price, or of that of any other offeror, or to secure any advantage against the government of Guam or any other offeror, or to secure any advantage against the government of Guam or any person interested in the proposed contract. All statements in this affidavit and in the proposal are true to the best of the knowledge of the undersigned. This statement is made pursuant to 2 GAR Division 4 § 3126(b).
3. I make this statement on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

Signature of one of the following:

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

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

NOTARY PUBLIC
My commission expires _____.

THIS AFFIDAVIT MUST BE SUBMITTED IN THE ENVELOPE LABELED "TECHNICAL BID"

AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSION

TERRITORY OF GUAM)
) SS:
 HAGATNA, GUAM)

- A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the offeror and that [please check only one]:
- [] The offeror is an individual or sole proprietor and owns the entire (100%) interest in the offering business.
- [] The offeror is a corporation, partnership, joint venture, or association known as _____ [please state name of offeror company], and the persons, companies, partners, or joint venturers who have held more than 10% of the shares of interest in the offering business during the 365 days immediately preceding the submission date of the proposal are as follows [if none, please so state]

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

- B. Further, I say that the persons who have received or are entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid or proposal for which this affidavit is submitted are as follows [if none, please so state]:
- | <u>Name</u> | <u>Address</u> | <u>Compensation</u> |
|-------------|----------------|---------------------|
| _____ | _____ | _____ |
- C. If the ownership of the offering business should change between the time this affidavit is made and the time an award is made or a contract is entered into, then I promise personally to update the disclosure required by 5 GCA §5233 by delivering another affidavit to the government.

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

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

NOTARY PUBLIC _____
 My commission expires _____

THIS AFFIDAVIT MUST BE SUBMITTED IN THE ENVELOPE LABELED "TECHNICAL BID"

AFFIDAVIT re CONTINGENT FEES

TERRITORY OF GUAM)
) SS:
HAGATNA, GUAM)

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

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

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

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

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

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

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

NOTARY PUBLIC
My commission expires _____

THIS AFFIDAVIT MUST BE SUBMITTED IN THE ENVELOPE LABELED "TECHNICAL BID"

GOVERNMENT OF GUAM

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

BID BOND
NO. _____

KNOW ALL MEN BY THESE PRESENTS that _____, as
Principal hereinafter called the Principal, and (Bonding Company), _____, as
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 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 _____ 2014

(PRINCIPAL) (SEAL)

(WITNESS)

(TITLE)

(MAJOR OFFICER OF SURETY)

(TITLE)

(MAJOR OFFICER OF SURETY)

(TITLE)

(RESIDENT GENERAL AGENT)

THIS AFFIDAVIT MUST BE SUBMITTED IN THE ENVELOPE LABELED "BID COST"

INSTRUCTION TO PROVIDERS:

NOTICE to all Insurance and Bonding Institutions:

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

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

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

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

**GOVERNMENT OF GUAM
GENERAL TERMS AND CONDITIONS**

SEALED BID SOLICITATION AND AWARD

Only those Boxes checked below are applicable to this bid.

- [X] 1. **AUTHORITY:** This solicitation is issued subject to all the provision of the Guam Procurement Act (5GCA, Chapter 5) and the Guam Procurement Regulations (copies of both are available at the Office of the Complier of laws, Department of Law, copies available for inspection at General Services Agency). It requires all parties involved in the Preparation, negotiation, performance, or administration of contracts to act in good faith.
- [X] 2. **GENERAL INTENTION:** Unless otherwise specified, it is the declared and acknowledged intention and meaning of these General Terms and conditions for the bidder to provide the Government of Guam (Government) with specified services or with materials, supplies or equipment completely assembled and ready for use.
- [X] 3. **TAXES:** Bidders are cautioned that they are subject to Guam Income Taxes as well as all other taxes on Guam Transactions. Specific information on taxes may be obtained from the Director of Revenue and Taxation.
- [X] 4. **LICENSING:** Bidders are cautioned that the Government will not consider for award any offer submitted by a bidder who has not complied with the Guam Licensing Law. Specific information on licenses may be obtained from the Director of Revenue and Taxation.
- [] 5. **LOCAL PROCUREMENT PREFERENCE:** All procurement of supplies and services where possible, will be made from among businesses licensed to do business on Guam in accordance with section 5008 of the Guam Procurement Act (5GCA, Chapter 5) and Section 1-104 of the Guam Procurement Regulations.
- [X] 6. **COMPLIANCE WITH SPECIFICATIONS AND OTHER SOLICITATION REQUIREMENTS:**
Bidders shall comply with all specifications and other requirements of the Solicitation.
- [] 7. **“ALL OR NONE” BIDS:** NOTE: By checking this item, the Government is requesting all of the bid items to be bided or none at all. The Government will not award on an itemized basis.
- [X] 8. **INDEPENDENT PRICE DETERMINATION:** The bidder, upon signing the Invitation for Bid, certifies that the prices in his bid were derived at without collusion, and acknowledge that collusion and anti-competitive practices are prohibited by law. Violations will be subject to the provision of Section 5651 of that of the Guam Procurement Act. Other existing civil, criminal or administrative remedies are not impaired and may be in addition to the remedies in Section 5651 of the Government code.
- [X] 9. **BIDDER'S PRICE:** The Government will consider not more than two (2) (Basic and Alternate) item prices and the bidder shall explain fully each price if supplies, materials, equipment, and/or specified services offered comply with specifications and the products origin. Where basic or alternate bid meets the minimum required specification, cost and other factors will be considered. Failure to explain this requirement will result in rejection of the bid.
- [X] 10. **BID ENVELOPE:** Envelope shall be sealed and marked with the bidder's name, Bid number, time, date and place of Bid Opening.
- [X] 11. **BID GUARANTEE REQUIREMENT:** Bidder is required to submit a Bid Guarantee Bond or standby irrevocable Letter of Credit or Certified Check or Cashier's Check in the same bid envelope to be held by the Government pending award. The Bid Guarantee Bond, Letter of Credit, Certified Check or Cashier's Check must be issued by any local surety or banking institution licensed to do business on Guam and made payable to the Treasurer of Guam in the amount of fifteen percent (15%) of his highest total bid offer. The Bid Bond must be submitted on Government Standard Form BB-1 (copy enclosed). Personal Checks will not be accepted as Bid Guarantee. If a successful Bidder (contractor) withdraws from the bid or fails to enter into contract within the prescribed time, such Bid guarantee will be forfeited to the Government of Guam. Bids will be disqualified if not accompanied by Bid Bond, Letter of Credit, Certified Check or Cashier's check. Bidder must include in his/her bid, valid copies of a Power of Attorney from the Surety and a Certificate of Authority from the Government of Guam to show proof that the surety company named on the bond instrument is authorized by the Government of Guam and qualified to do business on Guam. For detailed information on bonding matters, contact the Department of Revenue and Taxation. Failure to submit a valid Power of Attorney and Certificate of Authority on the surety is cause for rejection of bid. **Pursuant to 5 GCA § 5212, all competitive sealed bidding for the procurement of supplies or services exceeding \$25,000.00 a 15% Bid Security of the total bid price must accompany the bid package. The bid bond, Letter of Credit, Certified Check or Cashier's Check will serve as Bid Security for this procurement.**
- [X] 12. **PERFORMANCE GUARANTEE:** Bidders who are awarded a contract under this solicitation, guarantee that goods will be delivered or required services performed within the time specified. Failure to perform the contract in a satisfactory manner may be cause for suspension or debarment from doing business with the Government of Guam. In addition, the Government will hold the Vendor liable and will enforce the requirements as set forth in Section 40 of these General Terms and Conditions.
- [X] 13. **SURETY BONDS:** Bid and Bid Bonds coverage must be signed or countersigned in Guam by a foreign or alien surety's resident general agent. The surety must be an Insurance Company, authorized by the government of Guam and qualified to do business in Guam. Bids will be disqualified if the Surety Company does not have a valid Certificate of Authority from the Government of Guam to conduct business in Guam.
- [X] 14. **COMPETENCY OF BIDDERS:** Bids will be considered only from the such bidders who, in the opinion of the Government, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.
- [X] 15. **DETERMINATION OF RESPONSIBILITY OF BIDDERS:** The Chief Procurement Officer reserves the right for securing from bidders information to determine whether or not they are responsible and to inspect plant site, place of business; and supplies and services as necessary to determine their responsibility in accordance with Section 15 of these General Terms and Conditions. (2 GAR, Div. 4 § 3116)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[] 30. **GUARANTEE:**

a) Guarantee of Vehicle Type of Equipment:

The successful bidder shall guarantee vehicular type of equipment offered against defective parts, workmanship, and performance, for a period of not less than one (1) year after date of receipt of equipment. Bidder shall also provide service to the equipment for at least one (1) year. Service to be provided shall include, but will not be limited to tune ups (change of spark plugs, contact points and condensers) and lubrication (change of engine and transmission oil). All parts and labor shall be at the expense of the bidder. All parts found defective and not caused by misuse, negligence or accident within the guarantee period shall be repaired, replaced, or adjusted within six (6) working days after notice from the Government and without cost to the Government. Vehicular type of equipment as used in this context shall include equipment used for transportation as differentiated from tractors, backhoes, etc.

b) Guarantee of Other Type of Equipment:

The successful bidder shall guarantee all other types of equipment offered, except those mentioned in 30a, above, against defective parts, workmanship, and performance for a period of not less than three (3) months after date of receipt of equipment. Bidder shall also provide service to the equipment for at least three (3) months. All parts found defective within that period shall be repaired or replaced by the Contractor without cost to the Government. Repairs, adjustments or replacements of defective parts shall be completed by the contractor within six (6) working days after notice from the Government.

(c) Compliance with this Section is a condition of this Bid.

[X] 31. **REPRESENTATION REGARDING ETHICS IN PUBLIC PROCUREMENT:** The bidder or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a Government employee to breach any of the ethical standards and represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth on Chapter 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.

[X] 32. **REPRESENTATION REGARDING CONTINGENT FEES:** The contractor represents that it has not retained a person to solicit or secure a Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business (GPR Section 11-207).

[X] 33. **EQUAL EMPLOYMENT OPPORTUNITY:** Contractors shall not discriminate against any employee or applicant of employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that employees are treated equally during employment without regards to their race, color, religion, sex, or national origin.

[X] 34. **COMPLIANCE WITH LAWS:** Bidders awarded a contract under this Solicitation shall comply with the applicable standard, provisions, and stipulations of all pertinent Federal and/or local laws, rules, and regulations relative to the performance of this contract and the furnishing of goods.

[X] 35. **CHANGE ORDER:** Any order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-03.1 of the Guam Procurement Regulations.

[] 36. **STOP WORK ORDER:** Any stop work order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-04.1 of the Guam Procurement Regulations.

[X] 37. **TERMINATION FOR CONVENIENCE:** Any termination order for the convenience of the Government issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101.10 of the Government Procurement Regulations.

[] 38. **TIME FOR COMPLETION:** It is hereby understood and mutually agreed by and between the contractor and the Government that the time for delivery to final destination or the timely performance of certain services is an essential condition of this contract. If the contractor refuses or fails to perform any of the provisions of this contract within the time specified in the Purchase Order (from the date Purchase Order is acknowledged by vendor), then the contractor is in default. Defaults will be treated subject to and in accordance with the provisions of 2 GAR, Div. 4 § 6101(8)

[X] 39. **JUSTIFICATION OF DELAY:** Bidders who are awarded contracts under this Solicitation, guarantee that the goods will be delivered to their destination or required services rendered within the time specified. If the bidder is not able to meet the specified delivery date, he is required to notify the Chief Procurement Officer of such delay. Notification shall be in writing and shall be received by the Chief Procurement Officer at least twenty-four (24) hours before the specified delivery date. Notification of delay shall include an explanation of the causes and reasons for the delay including statement(s) from supplier or shipping company causing the delay. The Government reserves the right to reject delay justification if, in the opinion of the Chief Procurement Officer, such justification is not adequate.

[X] 40. **LIQUIDATED DAMAGES:** When the contractor is given notice of delay or nonperformance as specified in Paragraph 1 (Default) of the Termination for Default Clause of this contract and fails to cure in the time specified, the contractor shall be liable for damages for delay in the amount of one-fourth of one percent (1%) of outstanding order per calendar day from date set for cure until either the territory reasonable obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contractor's delay or nonperformance is excused under Paragraph 40 (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(9) (a).

[X] 41. **PHYSICAL LIABILITY:** If it becomes necessary for the Vendor, either as principal, agent or employee, to enter upon the premises or property of the Government of Guam in order to construct, erect, inspect, make delivery or remove property hereunder, the Vendor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of any accidents, injuries or damages to any person or property during the progress of the work herein covered, and to be responsible for, and to indemnify and save harmless the Government of Guam from the payment of all sums of money by reason of all or any such accidents, injuries or damages that may occur upon or about such work, and fines, penalties and loss incurred for or by reasons of the violations of any territorial ordinance, regulations, or the laws of Guam or the United States, while the work is in progress. Contractor will carry insurance to indemnify the Government of Guam against any claim for loss, damage or injury to property or persons arising out of the performance of the Contractor or his employees and agents of the services covered by the contract and the use, misuse or failure of any equipment used by the contractor or his employees or agents, and shall provide certificates of such insurance to the Government of Guam when required.

[X] 42. Contract will be cancelled if funds not appropriated or insufficient, and that government will timely inform contractor. R 3121(e)(1)(C) and R 3121(e)(1)(D)

[] 43. If cancelled, contractor will be reimbursed unamortized reasonably incurred non-recurring costs. R 3121(e)(1)(G)

[X] 44. **CONTACT FOR CONTRACT ADMINISTRATION:** If your firm receives a contract as a result of this Solicitation, please designate a person whom we may contact for prompt administration.

Name: _____ Title: _____

Address: _____ Telephone: _____

GOVERNMENT OF GUAM
SEALED BID SOLICITATION INSTRUCTIONS

1. **BID FORMS:** Each bidder shall be provided with one (1) set of Solicitation package. Additional copies may be provided upon request. Bidders requesting additional copies of said solicitation package 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 bid form on page 3 "Instruction to Bidder". 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 for each item offered. In case of discrepancies between a unit price and extended price, the unit price will be presumed to be correct.
 - d) Bids for supplies or services other than those specified will not be considered. Time, if stated as a number of days, means calendar days and will include Saturdays, Sundays, and holidays beginning the day after the issuance of a Notice to Proceed. Time stated ending on a Saturday, Sunday or Government of Guam legal holiday will end at the close of the next business day.
3. **EXPLANATION TO BIDDERS:** Any explanation desired by a bidder regarding the meaning or interpretation of the Solicitation, drawings, specifications, etc., must be submitted in writing and with sufficient time allowed for a written reply to reach all bidders before the submission of their bids. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective bidder concerning a Solicitation will be furnished to all prospective bidders in writing as an amendment to the Solicitation if such information would be prejudicial to uninformed bidders.
4. **ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS:** Receipt of an amendment to a Solicitation by a bidder must be acknowledged by signing an acknowledgement of receipt of the amendment. Such acknowledgement must be received prior to the hour and date specified for receipt of bids.
5. **SUBMISSION OF BIDS:**
 - a) Bids and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the Solicitation. The bidder shall show the hour and date specified in the Solicitation for receipt, the Solicitation number, and the name and address of the bidder on the face of the envelope.
 - b) Telegraphic bids will not be considered unless authorized by the Solicitation. However, bids may be modified or withdrawn by written or telegraphic notice, provided such notice is received prior to the hour and date specified for receipt (see paragraph 6 of these instructions).
 - c) Samples of items, when required, must be submitted within the time specified, unless otherwise specified by the Government, at no expense to the Government. If not destroyed by testing, samples will be returned at bidder's request and expense, unless otherwise specified by the Solicitation.
 - d) Samples or descriptive literature should not be submitted unless it is required on this solicitation. Regardless of any attempt by a bidder to condition the bid, unsolicited samples or descriptive literature will not be examined or tested at the bidder's risk, and will not be deemed to vary any of the provisions of this Solicitation.
6. **FAILURE TO SUBMIT BID:** If no bid is to be submitted, do not return the solicitation unless otherwise specified. A letter or postcard shall be sent to the issuing office advising whether future Solicitations for the type of supplies or services covered by this Solicitation are desired.
7. **LATE BID, LATE WITHDRAWALS, AND LATE MODIFICATIONS:**
 - a) Definition: Any bid received after the time and date set for receipt of bids is late. Any withdrawal or modification of a bid received after the time and date set for opening of bids at the place designated for opening is late (Guam Procurement Regulations 2 GAR, Div.4 §3109(k)).
 - b) Treatment: No late bid, late modification, or late withdrawal will be considered unless received before contract award, and the bid, modification, or withdrawal would have been timely but for the action or inaction of territorial personnel directly serving the procurement activity.
8. **DISCOUNTS:**
 - a) Notwithstanding the fact that prompt payment discounts may be offered, such offer will not be considered in evaluating bids for award unless otherwise specified in the Solicitation. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of bids.
 - b) In connection with any discount offered, time will be computed from date of delivery and acceptance of the supplies to the destination as indicated in the purchase order or contract. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Government check.

9. **GOVERNMENT FURNISHED PROPERTY:** No material, labor or facilities will be furnished by the Government unless otherwise provided for in the Solicitation.
10. **SELLER' INVOICES:** Invoices shall be prepared and submitted in quadruplicate (one copy shall be marked "original") unless otherwise specified. Invoices shall be "certified true and correct" and shall contain the following information: Contract and order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices, and extended total. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading.
11. **RECEIPT, OPENING AND RECORDING OF BIDS:** Bids and modifications shall be publicly opened in the presence of one or more witnesses, at the time, date, and place designated in the Invitation for Bids. The name of each bidder, the bid price, and such other information as is deemed appropriate by the Procurement Officer, shall be read aloud and recorded, or otherwise made available. The names and addresses of required witnesses shall be recorded at the opening. The opened bids shall be available for public inspection except to the extent the bidder designates trade secrets or other proprietary data to be confidential as set forth in accordance with Section 12, below. Material so designated shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. Prices, makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary (Guam Procurement Regulations 2 GAR, Div.4 §3109(k)).
12. **CONFIDENTIAL DATA:** The Procurement Officer shall examine the bids to determine the validity of any requests for nondisclosure of trade secrets and other proprietary data.

**OFFICE OF THE GOVERNOR
GOVERNMENT OF GUAM**

**MULTI-STEP
INVITATION FOR BID (IFB)**

for

MEDICAL ASSISTANCE SERVICES

In the capacity as

**GUAM MEDICAL REFERRAL FOR
ORANGE COUNTY, CALIFORNIA AREA AND
THE NATIONAL CAPITAL REGION, REPUBLIC
OF THE PHILIPPINES**

I. GENERAL INFORMATION

A. Introduction

The Guam Medical Referral Office, Office of the Governor, (“Office”) through the General Services Agency (GSA “Purchasing Agency”), is soliciting Multi-Step Invitation for Bids from qualified Firm(s)/Individual(s) whose principal focus will be to provide Medical Assistance services for and on behalf of the Office, as Guam Medical Referral Office, Orange County California Area and The National Capital Region, Republic of the Philippines as described in the Scope of Work herein.

B. General Authority

The selection procedures for the procurement of multi-step invitation for bid are governed by the Guam Procurement Law codified at Title 5, Chapter 5 of the Guam code Annotated (“GCA”), as amended; the Guam Procurement Regulations promulgated in Title 2, Division 4 of the Guam Administrative Rules and Regulations (“GAR”), as amended; and the Administrative Adjudication Act codified at Title 5, Chapter 9 of the Guam Code Annotated, as amended.

C. Purchasing Agency

This Multi-Step Invitation for Bid (IFB) is issued by the GSA as the Purchasing Agency for the Guam Medical Referral Office, Office of the Governor of Guam.

D. Due Date for Submission of Questions.

1. Mandatory Pre-Bid Conference and Submission of Questions.

Prospective Bidders who received the IFB package may submit written questions during the mandatory pre-bid conference to the Purchasing Agency through facsimile to GSA, Attention: Ms. Claudia S. Acfalle, Chief Procurement Officer. The deadline to submit questions or request for clarifications is no later than _____.

2. Submission of Bids.

No later than _____, _____ local Guam time. Technical Bids and Bid cost shall be submitted in separate envelopes labeled “Technical Bid” and “Bid Cost” each containing one (1) original and five (5) copies to the Purchasing Agency to the following address.

Attn: Ms. Claudia S. Acfalle
Chief Procurement Officer
General Services Agency
148 Route 1, Marine Drive
Piti, Guam 96915
Telephone: (671) 475-1713
Facsimile: (671) 472-4217

II

GENERAL PROCEDURES

A. Receipt, Opening, and Recording of Bids.

In accordance with 2 GAR 3109(1)(1), Upon its receipt, each bid and modification shall be time stamped, but not opened and shall be stored in a secure place until the established due date.

B. Receipt and Handling of Unpriced Technical Offers.

In accordance with 2 GAR 3109(t)(3), Unpriced technical offers shall not be opened publicly, but shall be opened in front of two or more procurement officials. Such offers shall not be disclosed to unauthorized persons. Bidders may request nondisclosure of trade secrets and other proprietary data identified in writing.

C. Nondisclosure of Data.

In accordance with 2 GAR 3109(t)(3), Unpriced technical offers shall not be opened publicly, but shall be opened in front of two or more procurement officials. Such offers shall not be disclosed to unauthorized persons. Bidders may request nondisclosure of trade secrets and other proprietary data identified in writing.

D. Discussions of Unpriced Technical Offers.

The procurement Officer may conduct discussions with any bidder who submits an acceptable or potentially acceptable technical offer. During the course of such discussions, the Procurement Officer shall not disclose any information derived from one unpriced technical offer to any other bidder. Once discussions are begun, any bidder who has not been notified that is offer has been finally found unacceptable may submit supplemental information amending its technical offer at any time until the closing date established by the Procurement Officer. Such submission may be made at the request of the Procurement Officer or upon the bidder's own initiative.

E. Notice of Unacceptable Unpriced Technical Offer.

When the Procurement Officer determines a bidder's unpriced technical offer to be unacceptable, such bidder shall not be afforded an additional opportunity to supplement its technical bid.

F. Mistakes during Multi-Step Sealed Bidding.

Mistakes may be corrected or bids may be withdrawn during Phase One at any time. During Phase Two, mistakes may be corrected or withdrawal permitted in accordance with §3109(m) (Mistakes in Bids)

G. 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 Bid (IFB) prior to the due date. A telegraphic modification or withdrawal received by telephone from the receiving telegraph company office prior to the time and date of set for submission will be effective if the telegraph company confirms the telephone message by sending a written copy of the telegram showing that the message was received at such office prior to the due date.

H. Late Bids, Late Withdrawals, and Late Modifications.

Any bids 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 submission at the place designated for submission is late.

I. Evaluation and Award of Contract.

The Purchasing Agency or designee shall determine based on the evaluation of each of the unpriced technical offer on Phase I whose offer was deemed acceptable, and were invited to submit a bid price on Phase 2, that the government reserves the rights to award Option 1 or Option 2, whichever is in the best interest of the territory to the lowest responsive and responsible bidder.

II

A. Cancellation or Revision of Bid.

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

B. Rejection of Bids.

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

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

C. Notice of Prohibition against Gratuities (5 GCA § 5630(a) and 2 GAR §111 07(a)).

It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or bid therefore.

D. Notice of Prohibition against Kickbacks (5 GCA § 5630(b) and GAR §111 07(b)).

It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement of the award of a subcontractor or order.

III

CONTRACT TERMS:

A. The term of this Contract shall commence upon the execution hereof and continue for one (1) year with annual option to renew for one (1) additional year, not to exceed a total contract period of two (2) years with the Office's approval, based upon availability of funds. Any reference to year in this Agreement shall mean a twelve (12) month period. This Agreement may be terminated by either party upon thirty (30) day's written notice.

B. Type and Duration of Contract.

The services procured hereunder may be a multi-term contract in accordance with 2 GAR § 3121 et. Seq. The Office has determined that the use of a one (1) year contract with yearly options to renew for an additional four years is required because the furnishing of long-term services is required to meet the needs of the Office. A multi-term contract will serve the best interest of the Office by encouraging effective competition or otherwise promoting economies in the Office. Bidders are directed to the provisions of 2 GAR § 3121(e)(1), the terms of which are incorporated herein by reference. The contract shall take effect upon the signing of the contract by all required parties. The contract shall be deemed binding upon the signature of the Governor.

C. Responsibilities of Awarded Bidder.

The awarded Bidder shall be responsible for all work done under the contract. The awarded Bidder shall agree to devote his, her or its best efforts to the duties and responsibilities under the contract. The awarded Bidder shall perform the duties and responsibilities under the contract in a professional and competent manner in accord with acceptable standards for the Bidder's profession.

D. Assignment and Subcontracting.

The contract may not be assigned without the prior written approval of the Office. Because of the nature of the work, the awarded Bidder may not subcontract any part of the services required under the contract without the prior written approval of the Office.

E. Independent Contractor Status

The Bidder understands that if an award is made, the Bidder's relationship with the Office and the government is as an independent consultant or contractor, and not as an employee of the Office of the government.

F. Scope of contract.

The resulting contract between the successful Bidder and the Office shall supersede any and all other prior agreements, either oral or written, between the parties and shall contain all the covenants and agreements between the parties with respect to the employment of the Bidder as an independent consultant.

G. Termination of Contract.

1. Termination for Convenience pursuant to GAR § 6101(10).

- a. Termination. The Office, when the interest of the Office so requires, may terminate this contract in whole or in part, for the convenience of the Office. The Purchasing Agency shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.
- b. Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified.
- c. Condition of Termination. Notwithstanding the foregoing, the cessation of services for people requiring services shall be contingent upon the Office 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 in each matter assigned to it just prior to the termination of the contract regardless of the party initiating termination or any fault of either party.

H. Contract Disputes

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

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

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

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

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

I. Contract Remedies:

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

IV. BID REQUIREMENTS.

A. Information Required in Bids.

A cover letter, which shall be an integral part of the bid, shall be signed by the individual who is authorized to bind the Bidder contractually. The cover letter shall include the following statements or information:

1. The signer (whose title or position is indicated) is authorized to bind the Bidder contractually.
2. The firm's name, address, and telephone and facsimile numbers.
3. Location of the firm's principal place of business, and, if different, the place of performance of the proposed contract.
4. The individual or firm's federal employer identification number (EIN) or tax identification numbers (TIN).
5. The abilities, qualifications, and experience of all persons who would be assigned to provide the required services.
6. A Statement of Qualification in providing the particular services required and described in the IFB.

B. Format of Bids.

All Bidders shall provide a detailed plan for providing the required services described in the Scope of Work, which plan shall be incorporated into, and made a part of, the contract for the required services. The lowest responsive and responsible Bidder will be awarded the IFB based on the Option selected by the government.

C. Disclosures Required by Procurement Statute and Regulations.

In accordance with Guam Procurement Law, the following representations and disclosures shall be conspicuously set forth in all bids and contracts.

1. Disclosures of Major Shareholders (5 GCA § 5233).

As a condition of submitting a bid, any partnership, sole proprietorship or corporation doing business with the government of Guam shall submit an affidavit executed under oath that lists the name and address of any person who has held more than ten percent (10%) of the outstanding interest or shares in said month period immediately preceding submission of proposal.

The affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship or corporation which have been held by each such person during the twelve (12) month period. In addition, the affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the proposal for the Bidder and shall also contain amounts of any such commission, gratuity or other compensation. The affidavit shall be open and available to the public for inspection and copying.

2. Representation regarding Gratuities and Kickbacks (GAR § 11107(e))

The Bidder, 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 GAR § 11107 (Gratuities and Kickbacks).

3. Prospective Representation regarding Contingent Fees (GAR § 11108(f)).

The Contractor represents as a part of such contractor's bid that such contractor has/had not (circle applicable word or words) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract pursuant to 5 GCA § 5631 and GAR § 11108(f).

4. Certification of Independent Price Determination (GAR § 3126)

The undersigned Bidder certifies that the bid price submitted was independently arrived at without collusion.

5. Representation regarding Ethical Standards for Government of Employees and Former Government Employees (GAR § 11103(b)).

The Bidder 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 and Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.

D. Licensing or Certificate(s) of Exemptions.

Bidders are cautioned that the Office will not consider for award any offer submitted by a Bidder who cannot comply with the Guam Licensing Law. Specific information on license or exemptions may be obtained from the Director of Revenue and Taxation.

E. 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.

V. EVALUATION OF UNPRICED TECHNICAL OFFERS.

The unpriced technical offers submitted by bidders shall be evaluated solely in accordance with the criteria set forth in the Invitation for Bids. The unpriced technical offers shall be categorized as:

- (a) Acceptable: (80 to 100 points)
- (b) Potentially acceptable, that is, reasonably susceptible of being made acceptable: (60 to 79)
or
- (c) Unacceptable. The Procurement Officer shall record in writing the basis for finding an offer unacceptable and make it part of the procurement file. (Below 60)

A. Evaluation Criteria.

All bids found to be in compliance with the mandatory and material requirements of this solicitation shall be evaluated based on the following criteria:

- 1. The plan for performing the required services: **(25 points)**
- 2. Ability to perform the services as reflected by training and education, general experience, and the qualifications and abilities of personnel proposed to be assigned to perform the services: **(15 points)**
- 3. The personnel, equipment, and facilities to perform services currently available or demonstrated to be made available at the time of contracting: **(25 points)**
- 4. The individual or firm's reputation for personal and professional integrity and competence: **(25 points)**
- 5. Understanding of relevant statutes, rules, and regulations used in the industry: **(10 points)**

SAMPLE

SERVICE AGREEMENT

This AGREEMENT is made this _____ day of _____, 2014, between the OFFICE OF THE GOVERNOR OF GUAM (the "Office"), whose address is P.O. Box 2950, Hagåtña, Guam 96932 and the firm of (_____), hereinafter referred to as ("Bidder"), whose mailing address is _____.

RECITALS

WHEREAS, the Office intends to engage the services of the Bidder, to provide Regional Medical Assistance Services to the Office.

WHEREAS, the services to be rendered are of a special and temporary nature which has been determined to be in the best interest to be performed under contract by professional personnel other than employees in the service of the Office; and

WHEREAS, Bidder has submitted a statement of qualifications and interest in providing such service; and

WHEREAS, pursuant to Title 5, Guam Code Annotated, Section 5211(h), the Office through the General Services Agency issued a Multi-Step Invitation for Bid (IFB) to obtain services and Bidder was determined in writing by the head of the purchasing agency or a designee of such officer to be the lowest responsive and responsible bidder as set forth in the Multi-Step Invitation for Bid; and

NOW THEREFORE, the Office and Bidder in consideration of the premises and the mutual covenants hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SCOPE OF SERVICES:

I. SCOPE OF WORK ORANGE COUNTY, CALIFORNIA AREA

The Guam Medical Referral Office, a division of the Office of the Governor of Guam, requires the Bidder to provide a Medical Referral Office for Orange County, California area and to provide services in that area exclusive of those services provided for the Los Angeles area.

1. Bidder shall maintain an office in the area consistent with the following requirements:
 - a. Establish a location where the medical referral office will be located.
 - b. Install and maintain necessary instruments to be used in communicating with patients, physicians, hospitals, HMO's lodging, and other facilities and entities necessary to perform the services.
 - c. Obtain necessary office equipment, supplies, materials, and furniture for office operations.
 - d. Maintain records of patients and patient related activities and administrative matters.
 - e. Obtain mobile communications equipment needed for efficient officer operations

- f. Office facility must be in compliance with all applicable laws, rules, and regulations including but not limited to the ADA and HIPAA.
 - g. All discarded medical records must be properly disposed of in accordance with HIPAA.
 - h. Staff should communicate at least every three (3) days with the patient/families and each visit should be documented with copies transmitted to the Office.
2. Bidder must ensure strict compliance with the Governor's Customer Service Policy in each office.
 3. Shall have available through ownership or lease an appropriate vehicle, described as a van or mini-bus, no older than two model years, for transportation of patients and escorts between airport(s) and lodging facilities and/or medical facilities, keeping aware of the mobility and requirements of each particular patient and their escorts. Transportation services shall include:
 - a. Transportation upon arrival at the respective airport, to lodging and/or medical facilities.
 - b. Transportation to fill medical prescriptions at pharmacies and drugstores.
 - c. Transportation to the airport for the return trip to Guam
 - d. Round trip ground transportation for medical appointments and lodging.
 4. Assist in the facilitation and scheduling of appointments for referred patients with the appropriate physicians, hospitals, or other medical facilities.
 5. Perform initial patient intake to coordinate patient and escort reservations for affordable lodging in subject areas, to include ground transportation.
 6. Assist in reconfirming the patient's appointments and reservations prior to departure from Guam and must give GMRO further advice, should there be any changes.
 7. Provide briefing package (approved by GMRO) to patients upon arriving in California explaining the type of services offered by the Guam Medical Referral Office.
 8. Ensure that patients and escorts are provided the utmost courtesies and are met at the Airport's arrival section on time.
 9. Provide monthly report to the Guam Medical Referral Office, Guam, on or before the tenth (10) day of the following month, with information as follows:
 - a. Name of Patient
 - b. Gender and Age
 - c. Date of Referral
 - d. Date Assisted
 - e. Name of Accepting Medical Center
 - f. Insurance Provider
 - g. Number of Escorts
 - h. Departure Date
 10. Bidder must maintain training and compliance with HIPAA.
 11. In the event a patient should expire while under the care of the Bidder, the Bidder shall assist the deceased family in coordinating the transport of the deceased to Guam.

II. SCOPE OF WORK NATIONAL CAPITAL REGION, REPUBLIC OF THE PHILIPPINES

The Guam Medical Referral Office, a division of the Office of the Governor of Guam, requires the Bidder to provide a Medical Referral Office in the National Capital Region (NCR) of the Republic of the Philippines and provide services to the cities of Caloocan, Las Piñas, Malabon, Mandaluyong, Marikina, Muntinlupa, Navotas, Pasay, Pasig, Parañaque, San Juan, Taguig, Valenzuela, and Pateros, and excluding the political subdivisions designated Bulacan, Cavite, Rizal and Laguna and all areas not within the political subdivision known as or designated the National Capital Region.

1. Bidder shall maintain an office in the area consistent with the following requirements:
 - a. Establish a location where the medical referral office will be located.
 - b. Install and maintain necessary instruments to be used in communicating with patients, physicians, hospitals, HMO's lodging, and other facilities and entities necessary to perform the services.
 - c. Obtain necessary office equipment, supplies, materials, and furniture for office operations.
 - d. Maintain records of patients and patient related activities and administrative matters.
 - e. Obtain mobile communications equipment needed for efficient officer operations
 - f. Office facility must be in compliance with all applicable laws, rules, and regulations including but not limited to the ADA and HIPAA.
 - g. All discarded medical records must be properly disposed of in accordance with HIPAA.
 - h. Staff should communicate at least every three (3) days with the patient/families and each visit should be documented with copies transmitted to the Office.
2. Bidder must ensure strict compliance with the Governor's Customer Service Policy in each office.
3. Shall have available through ownership or lease an appropriate vehicle, described as a van or mini-bus, no older than two model years, for transportation of patients and escorts between airport(s) and lodging facilities and/or medical facilities, keeping aware of the mobility and requirements of each particular patient and their escorts. Transportation services shall include:
 - a. Transportation upon arrival at the respective airport, to lodging and/or medical facilities.
 - b. Transportation to fill medical prescriptions at pharmacies and drugstores.
 - c. Transportation to the airport for the return trip to Guam
 - d. Round trip ground transportation for medical appointments and lodging.
4. Assist in the facilitation and scheduling of appointments for referred patients with the appropriate physicians, hospitals, or other medical facilities.
5. Perform initial patient intake to coordinate patient and escort reservations for affordable lodging in subject areas, to include ground transportation.
6. Assist in reconfirming the patient's appointments and reservations prior to departure from Guam and must give GMRO further advice, should there be any changes.
7. Provide briefing package (approved by GMRO) to patients upon arriving in California explaining the type of services offered by the Guam Medical Referral Office.

8. Ensure that patients and escorts are provided the utmost courtesies and are met at the Airport's arrival section on time.
9. Provide monthly report to the Guam Medical Referral Office, Guam, on or before the tenth (10) day of the following month, with information as follows:

- a. Name of Patient
- b. Gender and Age
- c. Date of Referral
- d. Date Assisted
- e. Name of Accepting Medical Center
- f. Insurance Provider
- g. Number of Escorts
- h. Departure Date

10. Bidder must maintain training and compliance with HIPAA.
11. In the event a patient should expire while under the care of the Bidder, the Bidder shall assist the deceased family in coordinating the transport of the deceased to Guam.

VI. ADDITIONAL REQUIREMENTS:

1. Bidder shall maintain an office within Guam consistent with the following requirements:
 - a. Established a central location where the Guam office will be located. Said office will be open during Government of Guam hours of operation as set forth by the Department of Administration and staffed by at least one full time employee; i.e. an employee with no less than forty hours per week presence in the office.
 - b. Install and maintain necessary instruments to be used in communicating with patients, physicians, hospitals, HMO's, lodging, and other facilities and entities necessary to perform services.
 - c. Obtain necessary office equipment, supplies, materials, and furniture for office operations.
 - d. Maintain records of patients and patient related activities and administrative matters.
 - e. Obtain mobile communications equipment needed for efficient office operations.
 - f. Office facility must be in compliance with all applicable zoning laws, rules, and regulations including but not limited to the ADA and HIPAA.
 - g. All discarded medical records must be properly disposed of in accordance with HIPAA.
2. Bidder must ensure strict compliance with the Governor's Customer Service Policy in each office.
3. Assist in the facilitation and scheduling of appointments for referred patients with the appropriate physicians, hospitals, or other medical facilities in the subject areas.
4. Coordinate reservations for patients and escorts at various affordable lodging and facilities in the subject areas.

5. Assist in reconfirming the patient's appointments and reservations prior to departure from Guam and must give GMRO further advice, should there be any changes.
6. Ensuring that patients and escorts are provided the utmost courtesies and are met at the Airport's arrival section on time.
7. Provide monthly report to the Guam Medical Referral Office – Office of the Governor, On or before the fifteenth (15th) day of the subsequent month, with information as follows:
 - a. Name of Patient
 - b. Gender and Age
 - c. Date of Referral
 - d. Date Assisted
 - e. Name of Accepting Medical Center
 - f. Insurance Provider
 - g. Number of Escorts
 - h. Departure Date
8. Bidder must maintain training and compliance with HIPAA.
9. In the event a patient should expire while under the care of the Bidder, the Bidder shall assist the deceased family in coordinating the transport of the deceased to Guam.

OPTION NO. 1

Award is based on an all or none bid. The lowest responsive and responsible bidder of the total aggregate will be awarded the contract.

<u>DESCRIPTION:</u>	<u>QTY. UOM</u>	<u>MONTHLY COST</u>	<u>ANNUAL COST</u>
Medical Assistance Services for Orange County, California Area	12 MOS.	\$ _____	\$ _____
Medical Assistance Service for The National Capital Region (NCR) of the Republic of the Philippines	12 MOS.	\$ _____	\$ _____
Total Aggregate-----			\$ _____

OPTION NO. 2

Award is based on an item per item bid. The lowest responsive and responsible bidder for each line item will be awarded the contract.

<u>DESCRIPTION:</u>	<u>QTY. UOM</u>	<u>MONTHLY COST</u>	<u>ANNUAL COST</u>
Medical Assistance Services for Orange County, California Area	12 MOS.	\$ _____	\$ _____
Medical Assistance Service for The National Capital Region (NCR) of the Republic of the Philippines	12 MOS.	\$ _____	\$ _____

THE GOVERNMENT OF GUAM RESERVES THE RIGHT TO SELECT OPTION 1 OR OPTION 2 WHICHEVER IS IN THE BEST INTEREST OF THE GOVERNMENT.

BID COST MUST BE COMPLETED AND SUBMITTED IN THE ENVELOPE LABELED "BID COST"

SECTION II
CONTRACT TERM

The term of this Contract shall commence upon the execution hereof and continue for one (1) year with annual options to renew for one (1) additional year each, not to exceed a total contract period of two (2) years with the Office's approval, based upon availability of funds. Any reference to year in this Agreement shall mean a twelve (12) month period. This Agreement may be terminated by either party upon thirty (30) day's written notice.

SECTION III
COMPENSATION

SECTION IV
COMPLIANCE WITH LAWS AND REGULATIONS

In performing the work provided for herein, Bidder agrees to fully comply with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, both territorial and federal, including but not limited to HIPAA and ADA. Bidder assumes full responsibility for the payment of all contributions, payroll taxes, or assessments, territorial or federal, and further agrees to meet all requirements that may be specified under regulations of administrative officials bodies charged with enforcement of any territory or federal laws on this subject.

SECTION V
ACCESS TO RECORDS

Bidder shall maintain all books, documents, papers, accounting records, and other evidence concerning the expenses and costs incurred by Bidder's performance and shall make such material available to the Office or its designee(s) for inspection and copying upon request during the term of this Agreement.

SECTION VI
FINAL PAYMENT AND RELEASE OF CLAIMS

Final payment shall be made upon satisfactory delivery and acceptance of all services as herein specified and performed under this Agreement. Prior to final payment as a condition precedent thereto, Bidder shall execute and deliver to the Office a release, in a form approved by the Office, of claims against the Office arising under virtue of this Agreement

SECTION VII
INDEPENDENT AGENT

For the purpose of the Government Claims Act, Public Law 17-29, bidder shall not be considered an agent of the Government of Guam with respect to any acts performed by it in connection with the discharge of the duties of this contract. There shall be no employee benefits provided under this contract, such as health or life insurance, retirement benefits, vacation leave or sick leave, and there shall be no withholding of taxes by the Office. Bidder contracts herein with the Office as an independent contractor; and is neither an employee nor an agent of the Office for the purpose of performing the services hereunder. The Office, therefore, assumes no responsibility for the acts of the Bidder which are performed in its independent and professional capacity.

SECTION VIII
RESPONSIBILITY OF BIDDER

Bidder shall be responsible for all work and the materials furnished under this contract. Bidder shall, without additional cost to the Office, correct or revise all errors or deficiencies in his/her work. The Office's review, approval, acceptance of, and payment of fees for services required under this contract, shall not be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of Bidder's failure to the Office for all costs of any kind which may be incurred by the Office as a result of Bidder's negligent performance of any of the services performed under this contract.

SECTION IX
ASSIGNMENT OF AGREEMENT

Bidder may not assign this Agreement, or any sum becoming due under the provisions of this Agreement without the prior written consent of the Office.

SECTION X
GENERAL COMPLIANCE WITH LAWS

Bidder shall be required to comply with all Federal and Territorial laws and ordinances applicable to this work. Bidder has provided the Office with a copy of its Statement of Exemption pursuant to Section 1624 of the Government Code.

SECTION XI
ACCESS TO RECORDS AND OTHER REVIEW

Bidder, including its subcontractors, if any, shall maintain all books, documents, papers, accounting records and other evidence operating to costs incurred and to make such materials available at its respective offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under the contract, for inspection by the Office. Each subcontract by Bidder pursuant to this Agreement shall include a provision containing the conditions of this Section.

SECTION XII
OWNERSHIP OF DOCUMENTS

All documents, reports and other incidental work of Bidder or materials furnished hereunder shall be and remain the property of the Office including all publication rights and copyright interests, and may be used by the Office without any additional costs to the Office.

SECTION XIII
INDEMNITY

Bidder agrees to save and hold harmless the Office, its officers, agents, representatives, successors and assigns and other governmental agencies from any and all suits or actions of every nature and kind, which may be brought from or on account of any injury, death, or damage arising or growing out of the acts or omissions of Bidder, its officers, agents, servants or employees under this Agreement.

SECTION XIV
CHANGE IN SCOPE OF WORK AND SERVICES

The Office may, at any time, by written order, make changes to the general scope of this contract in the services to be performed. Bidder shall not make any changes to the general scope without the written approval of the Office.

If such changes cause an increase or decrease in Bidder's cost of, or time required for, performance of any services under this Agreement, the Agreement shall be modified in writing accordingly. Any claim for adjustment under this section must be made in writing to the office within thirty (30) days from the date of receipt by Bidder of the notification of change; provided, however, the Office, if it determines the facts justify such action, may receive and consider and adjust any such claim asserted at any time prior to the date of final settlement of the Agreement. Nothing provided in this section shall excuse Bidder from diligently proceeding with the works so charged.

If Bidder believes that a change in the scope of services is necessary and desirable to the furtherance of the interest of the project under this Agreement, Bidder shall make a request, in writing, for the Office to issue a Change Order. Such requests for Change Order shall include the proposed change in scope of services, as well as the proposed change in compensation and/or schedule associated with granting such a Change Order. The Office shall, in response to such requests for Change order, utilize the same options as stated above.

**SECTION XV
TERMINATION**

Either of the parties hereto may, by written notice to the other, terminate this Agreement in whole or in part upon thirty (30) days written notice either for convenience or default. Upon such termination, all briefs, reports, summaries, completed work and work in progress, and such other information and materials as may have been accumulated by Bidder in performing this Agreement shall, in the manner to the extent determined by the Office, become the property of and be delivered to the Office. If the contract is terminated by Bidder or by the Office for cause, prior to its completion, Bidder shall reimburse the Office for any travel costs associated with this contract and the Office may retain as set-off for such expenses any funds owed to Bidder in the Office's possession.

**SECTION XVI
SEVERABLE PROVISIONS**

If any provision of this Agreement shall be deemed by a court of competent jurisdiction to be invalid, then such provision shall be deemed stricken from the agreement and the agreement shall be enforced according to its valid and subsisting terms and provisions.

**SECTION XVII
GOVERNING LAW**

Venue of any action brought under this Agreement shall lie in the Island of Guam exclusively. This Agreement shall be governed by and construed in accordance with the laws and court decision of the Island of Guam.

**SECTION XVIII
OFFICE NOT LIABLE**

The Office assumes no liability for any accident or injury that may occur to Bidder, its agents, dependents, or personal property while en route to or from this territory or during travel mandated by the terms of this Agreement.

**SECTION XIX
APPROVALS**

Any approvals required herein by the Office shall mean approval by the Office or Chief of Staff is required unless another person is designated by the Office of the Governor of Guam to issue particular or limited approvals on certain matters.

**SECTION XX
CONFLICTS**

Bidder agrees to disclose to the Office any possible conflict of interest that may arise in representing the Office's interest, and obtain a written waiver from the Office regarding its conflict. Should any possible conflict of interest arise, Bidder agrees not to disclose or otherwise use any matters learned from the Office to the disadvantage of the Office.

**SECTION XXI
INTEREST OF THE BIDDER**

Bidder covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Bidder further covenants that in the performance of this Agreement, no person having such interest shall be employed.

**SECTION XXII
GUAM TAX**

Bidder is responsible for payment of all applicable Guam Taxes.

SECTION XXIII
NO WAIVER OF LEGAL RIGHTS

No waiver of any breach of the Agreement shall be held to be a waiver of any other or subsequent breach, or of any right that the Office may have for damages. Each party reserves the right to correct any error that may be discovered in any invoice that may have been paid to Bidder and to adjust the same to meet the requirements of the Agreement.

SECTION XXIV
SUCCESSORS AND ASSIGNS

Subject to the limitations on assignment and transfer herein contained, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

SECTION XXV
BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of Bidder or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this Agreement. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

SECTION XXVI
COVENANT AGAINST CONTINGENT FEES

Bidder warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Bidder to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Bidder, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement.

SECTION XXVII
INFORMATION TO BE FURNISHED TO BIDDER

All information, data, reports, and records as are existing, available, and in the Office's custody, and necessary for the carrying out of the services shall be furnished to Bidder without charge by the Office, and the Office shall cooperate with Bidder in every reasonable way during all phases of the project. Bidder hereby agrees to indemnify and hold the Office harmless from any losses, damages, costs, claims, suits and judgments, expenses of any nature or kind, including attorney's fees, arising from any defects or failures attributable to Bidder's unreasonable or imprudent reliance on the aforementioned documents.

SECTION XXVIII
WARRANTY AGAINST EMPLOYMENT
OF SEX OFFENDERS (PUBLIC LAW 28-98:2)

Bidder warrants that no person providing services on behalf of Bidder has been convicted as 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 element as such offenses, or who is listed on the Sex Offender Registry.

If any person providing services on behalf of Bidder 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 minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will immediately be 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.

SECTION XXIX
ENTIRE AGREEMENT

This Agreement and exhibits or attachments hereto constitute the entire agreement between the parties, and no prior or contemporaneous written or oral promises, representations of assurances shall be deemed to alter the provisions hereof. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the retention of bidder by the Office and contains all of the covenants and agreements between the parties with respect to such retention in any manner whatsoever. Each party to this Agreement acknowledges that no representation, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promised not contained in this Agreement shall be valid or binding.

SECTION XXX
BIDDER'S FEES PROVISION

If the Office employs an Attorney or Attorneys to enforce any of the provisions of this Agreement, or to protect its interest in any matter arising under this Agreement, or to recover damages for the breach thereof, or the Office commences an action for any of the foregoing reasons or to resolve any dispute relating to this Agreement if the Office prevails, in addition to any other relief to which such party may be entitled, shall be entitled to recover from the other party its reasonable Attorney's fees, costs and expenses incurred in connection with any such action. The term "Attorney's fees" and "Attorney's fees, costs and expenses" shall mean the fees, costs and expenses of counsel to the parties hereto, which may include printing, photocopying, duplicating, computerized research and other expenses, air freight charges, and fees billed for law clerks, paralegals, and other persons not admitted to the bar but performing services under the supervision of an Attorney, and the cost and fees incurred in connection with the enforcement or collection of any judgment obtained in any proceeding, and shall include, specifically, all fees, costs and expenses of expert witnesses.

SECTION XXXI
NOTICES

Notices to either party will be sent to the following:

Office: Office of the Governor of Guam
 Ufisinan I Maga' Lahen Guahan
 P.O. Box 2950
 Hagåtña, Guam 96932

Bidder: _____

