



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-051-14**

**DESCRIPTION:**

MEDIUM DUTY RESCUE VEHICLE AND  
FIVE (5) YEAR EXTENDED SERVICE/MAINTENANCE AGREEMENT

**SPECIAL REMINDER TO PROSPECTIVE BIDDERS**

Bidders are reminded to read the Sealed Bid Solicitation and Instructions, and General Terms and Conditions attached to the 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

(X) BROCHURES/DESCRIPTIVE LITERATURE;

(X) AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSION

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

(X) OTHER REQUIREMENTS:

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-051-14

MEDIUM DUTY RESCUE VEHICLE AND  
FIVE (5) YEAR EXTENDED SERVICE/MAINTENANCE AGREEMENT

**ACKNOWLEDGEMENT RECEIPT FORM**

**Please be advised that to be considered a prospective bidder you must fill out this Acknowledgement receipt form. Please submit by fax form to 475-1727**

**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 May 2, 2014 before the close of business.**

**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: \_\_\_\_\_

MULTI-STEP BID NO: GSA-051-14

BID FOR: MEDIUM DUTY RESCUE VEHICLE AND FIVE (5) YEAR EXTENDED SERVICE/MAINTENANCE AGREEMENT

SPECIFICATION: See Attached

DESTINATION: GUAM FIRE DEPARTMENT

REQUIRED DELIVERY DATE: 300 Calendar Days Upon Receipt of Purchase Order. For a period of one (1) year on an as needed basis upon availability of funds. This is an indefinite quantity bid.

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 no later than **Date: 5/12/14** at **2:00pm**. 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: \_\_\_\_\_

## SPECIAL PROVISIONS

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

### Delivery:

300 Calendar Days upon receipt of purchase order. Schedule time and quantity will be coordinated between the successful bidder and the requesting department on an as needed basis.

### Contract Period:

The term of this contract is for a period of one (1) year on an as needed basis upon availability of funds

### Additional Requirement:

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

**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 AFFIDAVIT 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] \_\_\_\_\_ Affiant is \_\_\_\_\_ [state one of the following: *the offeror, a partner of the offeror, an officer of the offeror*] making the foregoing identified bid or proposal.
2. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers, representatives, agents, subcontractors, or employees have violated, are violating the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 § 11107(e). Further, affiant promises, on behalf of offeror, not to violate the prohibition against gratuities and kickbacks as set forth in 2 GAR Division 4 § 11107(e).
3. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers, representatives, agents, subcontractors, or employees have offered, given or agreed to give, any government of Guam employee or former government employee, any payment, gift, kickback, gratuity or offer of employment in connection with the offeror's proposal.
4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

\_\_\_\_\_  
Signature of one of the following:

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

Subscribed and sworn to before me

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

\_\_\_\_\_  
Signature of Bidder                      Date

Proposer, if an individual;  
Partner, if a partnership;  
Officer, if a corporation.

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 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-051-14**  
**MEDIUM DUTY RESCUE VEHICLE AND FIVE (5) YEAR EXTENDED SERVICE/MAINTENANCE AGREEMENT**

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".**



WD 05-2148 (Rev.-17) was first posted on www.wdol.gov on 06/25/2013  
 \*\*\*\*\*  
 REGISTER OF WAGE DETERMINATIONS UNDER U.S. DEPARTMENT OF LABOR  
 THE SERVICE CONTRACT ACT EMPLOYMENT STANDARDS ADMINISTRATION  
 By direction of the Secretary of Labor WAGE AND HOUR DIVISION  
 WASHINGTON D.C. 20210

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	(see 1)
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
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	
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	24.23
15020 - Aircrew Training Devices Instructor (Rated)	29.32
15030 - Air Crew Training Devices Instructor (Pilot)	33.30
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	14.49
23125 - Cable Splicer	9.74
23130 - Carpenter, Maintenance	15.43
23140 - Carpet Layer	13.00
	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 (UXO) Safety Escort	22.74
30495	- Unexploded (UXO) Sweep Personnel	22.74
30620	- Weather Observer, Combined Upper Air Or Surface Programs (see 2)	20.74
30621	- Weather Observer, Senior	
31000	- Transportation/Mobile Equipment Operation Occupations (see 2)	23.00
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 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 to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

---

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

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 2014

\_\_\_\_\_  
(WITNESS)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(MAJOR OFFICER OF SURETY)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(PRINCIPAL)

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(MAJOR OFFICER OF SURETY)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(RESIDENT GENERAL AGENT)

**BID BOND MUST BE COMPLETED AND 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.**

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.
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.
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.
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.
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.**
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.
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.
10. **BID ENVELOPE:** Envelope shall be sealed and marked with the bidder's name, Bid number, time, date and place of Bid Opening.
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.**
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.
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.
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.
15. **DETERMINATION OF RESPONSIBILITY OF BIDDERS:** The Chief Procurement Officer reserves the right for securing from bidders information to determine whether or not they are responsible and to inspect plant site, place of business; and supplies and services as necessary to determine their responsibility in accordance with Section 15 of these General Terms and Conditions. (2 GAR, Div. 4 § 3116)

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

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

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

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

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

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

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

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

[X] 22. **AWARD, CANCELLATION, & REJECTION:** Award shall be made to the lowest responsible and responsive bidder, whose bid is determined to be the most advantageous to the Government, taking into consideration the evaluation factors set forth in this solicitation. No other factors or criteria shall be used in the evaluation. The right is reserved as the interest of the Government may require to waive any minor irregularity in bid received. The Chief Procurement Officer shall have the authority to award, cancel, or reject bids, in whole or in part for any one or more items if he determines it is in the public interest. Award issued to the lowest responsible bidder within the specified time for acceptance as indicated in the solicitation, results in a bidding contract without further action by either party. In case of 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.

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

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

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

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

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

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

[X] 30. **GUARANTEE:**

**a) Guarantee of Vehicle Type of Equipment:**

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

**b) Guarantee of Other Type of Equipment:**

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

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

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

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

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

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

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

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

[X] 37. **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.

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

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



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).

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.

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)

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 initiated 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.

## **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. Contractor's overall conformance to specifications **(20 points)**
2. Contractor's logistical and service support **(20 points)**
3. Warranty Provisions **(20 points)**
4. Manufacturing and Delivery Schedule **(20 points)**
5. Contractor's demonstrated capabilities and qualifications **(20 points)**

## INTRODUCTION

These specifications are reflective of the Guam Fire Department and its needs. Most importantly, the specifications herein stated are to maximize firefighter capabilities and minimize risk of injuries, therefore exceptions will not be acceptable. The Guam Fire Department is the primary **Fire and Emergency Services** organization on the island of Guam serving a population of over 150,000. Its primary mission is to provide quality emergency and non-emergency services to the population it serves either living, working, investing or visiting the island of Guam. This is accomplished by responding to fires, emergency medical incidents, hazardous materials incidents, and performing services to save life, property and preserve its environment. Guam's geographical location and inherent exposure to the elements of its environment include high heat temperatures, corrosion and decomposition factors, humidity and moisture. These are of some major concerns for any vehicle type to consider in the field of fire and emergency services on a Pacific island approximately 212 square miles with an elevation of 1332 feet.

## INTENT OF SPECIFICATIONS

Bids are requested for **TWO (2) MEDIUM DUTY RESCUE VEHICLES and a 5-YEAR EXTENDED SERVICE/MAINTENANCE AGREEMENT** for each of the fire apparatus. In general, these rescue vehicles shall be of a 4-door cab configuration, with enclosed seating for a **MINIMUM OF FOUR (4) PERSONS**. The bid price must remain valid for a minimum period of 90 days from the date of receipt by the General Services Agency of the Government of Guam.

It shall be the intent of these specifications to cover the furnishing and delivery of a complete apparatus equipped as hereinafter specified. These specifications shall cover both the general and performance requirements as to the type of construction and test to which the apparatus shall conform, together with certain details as to finish, equipment and appliances with which the successful bidder (bidding contractor) shall conform. Minor details of construction and materials, which are not otherwise specified, shall be left to the discretion of the manufacturing company, who shall be solely responsible for the design and construction of all features. It is and must be understood that no bidders, as of this bid, on Guam construct or manufacture fire service or emergency response vehicles but are only representatives of off-island manufacturing companies through contract. **Apparatus proposed by the bidder's representative manufacturing company shall meet the requirements of the National Fire Protection Association (NFPA) as stated in the current Pamphlet for Engine/Pumpers, NFPA 1901, 2009 edition and/or current Federal Motor Vehicle Safety Standards (FMVSS).**

Bids shall only be considered from bidders representing manufacturing companies that have an established reputation in the field of fire apparatus construction. Further, the bidding contractor shall specify the manufacturing company they represent, and shall maintain dedicated service facilities for the repair and service of the apparatus being sold. Evidence of such a facility shall be included in bid.

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

Each bid shall be accompanied by a detailed set of "Contractor's Specifications" consisting of a detailed description of the apparatus and equipment proposed, and to which the apparatus furnished under contract shall conform. These specifications shall indicate size, type, model and make of all component parts and equipment.

## ELIMINATION OF DIVIDED RESPONSIBILITY

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

The chassis, cab, and body, must be joined on the premises of the bidder or the manufacturer being represented by the bidder, after which the bidder must also be qualified and authorized to complete all required warranty repairs relative to the apparatus. The bidder shall provide evidence that they comply with this requirement.

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

## MANUFACTURER'S RELIABILITY

The bidding contractor on Guam and the representative's manufacturer must be satisfactory to the Guam Fire Department and the General Services Agency of the Government of Guam in terms of experience, reliability, and demonstrated ability to manufacture equipment, comparable as to size and type, as specified. A list, as well as contact numbers, of fire departments located in the United States that have purchased the same type of apparatus from the manufacturer over the past five years must be supplied along with the contractor's submission.

## MANUFACTURER'S SOLVENCY

The solvency of the manufacturer is a prime concern of the purchaser. Each submission shall include an In-Depth Risk Assessment Report from Dun and Bradstreet on the apparatus manufacturer. Failure to submit such a statement could be cause for rejection. (Such statements are available to the public on the Internet.)

## BUILT IN USA

All major components must be built and assembled in the United States of America (engine, cab, chassis, and body).

**GENERAL CONSTRUCTION**

The apparatus shall be designed with due consideration to distribution of load between the front and rear axles. Weight balance and distribution shall be in accordance with the recommendations of the National Fire Protection Association.

**PROTOTYPE APPARATUS**

No prototype or experimental apparatus will be accepted. The builder must demonstrate that it has successfully produced an apparatus of similar design in the past. Total deviation to these specifications will be cause for immediate rejection.

**FACTORY AUTHORIZED SERVICE CENTER**

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

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

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

**LIQUIDATED DAMAGES**

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

**SERVICE ABILITY**

The Guam Fire Department places a high priority on service. All bidders shall therefore provide complete details of their ability to service the apparatus proposed, including but not limited to the following:

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

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

The bidder or the authorized service center shall have a minimum of one fully equipped service vehicle, which shall carry spare parts and repair equipment needed to work on the apparatus proposed.

The bidder must provide a service representative within 24 hours of a call of a unit being placed out-of-service.

There shall be no exceptions to the service ability section of these specifications. Each bidder shall provide a notarized document stating his ability. Alternatives to the service ability section may be offered if equal to or exceeding what is being asked for. All alternatives must be in writing and completely detailed to be considered.

**REPLACEMENT PARTS**

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

The successful contractor shall also maintain in stock, at minimum, one (1) spare engine and transmission of the same type as the specified fire apparatus. This shall also include stock fast moving items or consumable parts compatible for this specified engine and transmission to allow for decreased downtime of the emergency response vehicle at no more than 12 hours.

#### **SPECIFICATION BID REQUIREMENTS**

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

Also, bidding contractors shall submit a detailed proposal. A letter only, even though written on a company letterhead, shall not be sufficient. Bid proposals shall be submitted in the same sequence as specifications for ease of evaluation, comparison and checking of compliance. Failure to comply with this paragraph will result in the bid being rejected.

#### **EXCEPTIONS**

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

#### **EQUALS CLAUSE**

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

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

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

#### **FAILURE TO LIST EQUIVALENTS**

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

#### **ADHERENCE TO SPECIFICATIONS**

The purchaser's specifications shall, in all cases, govern the construction of the apparatus. **THIS IS NOT AN RFP** (Request for Proposal).

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

#### **SUBMISSION REVIEW AND EQUIVALENTS**

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

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

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

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

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

The purchaser's specifications shall, in all cases, govern the construction of the apparatus, unless a properly documented equivalent was approved.

#### **APPROVAL DRAWINGS**

Proposed drawings shall be furnished with the bid/quote. Drawings for approval and blueprints, with all details, must be furnished to the Guam Fire Department, within 7 calendar days after the conclusion of the preconstruction conference.

The engineering drawing must be drawn to scale and be representative of the fire apparatus unit after the preconstruction conference clarifications are incorporated. Views of sides as well as the front, back, and top must be shown. Location of major components shall be so indicated on the drawing. A minimum of two drawings shall be supplied. Generic drawings are unacceptable.

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

#### **SPECIAL REQUIREMENTS**

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

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

Each bidder shall provide a complete weight analysis with the proposal indicating the estimated front and rear axle weights for the loaded vehicle including Six (6), 200 lb. firefighters, tools and 4000 pounds of Fire Department supplied equipment. No deviation to this requirement will be allowed.

Weight distribution shall not load the vehicle in such a manner as to exceed any individual axle ratings, spring or spring hanger rating, or tire and wheel rating. Axles are to carry weight distribution as per NFPA 1901 and SAE axle loading.

Certified weight readings are to be furnished with each apparatus as to front, rear, right side, and left side loaded curb weight.

#### **BID BOND/CERTIFIED CHECK**

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

The bid bond or check of all other contractors will be returned after all submissions are reviewed and an award has been made.

#### **THE RIGHT TO REJECT SUBMISSIONS**

The Chief of Guam Fire Department reserve the right to reject any and all submissions received and accept any that, in their judgment, best serves the interest of the people of Guam.

#### **WITHDRAWAL OF SUBMISSIONS**

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

#### **AWARD OF CONTRACT**

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

Technical Bid packages received shall be evaluated by the following criteria and order of importance:

1. Contractor's overall conformance to specification;
2. Technical specifications and dimensions (design and engineering);
3. Contractor's logistical and service support;
4. Warranty provisions;
5. Manufacturing and delivery schedule;
6. Contractor's demonstrated capabilities and qualifications;
7. Contractor's past performance on similar vehicles.

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

#### **PERFORMANCE BOND**

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



### **BOND SUPPLIER'S QUALIFICATIONS**

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

### **INFRINGEMENTS AND INDEMNIFICATIONS**

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

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

### **DEFAULT PROVISIONS**

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

### **PRICING**

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

### **PAYMENT TERMS**

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

### **PRE-DELIVERY SERVICE**

After transportation from the factory and immediately prior to delivery, the apparatus shall receive pre-delivery service consisting of a thorough cleaning, an engine oil and filter change, chassis lubrication, adjustment of the engine to the manufacturer's specifications, and a complete inspection including all electrical and mechanical devices for proper operation and correction of leaks or obvious problems. This is the responsibility of the contractor. The complete cost for this service shall be included within the price submitted by the contractor. All Parts and Labor Fees shall be at no cost the Guam Fire Department/Government of Guam.

### **DELIVERY TERMS**

The contractor shall deliver the completed apparatus to the agreed upon ocean port for overseas shipping to Guam.

The contractor will deliver the completed apparatus within 300 calendar days from the date of notice of award, with all equipment specified, to the current headquarters of the Guam Fire Department, Guam, USA.

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

### **OCEAN FREIGHT**

Vehicles will ship roll on roll off service by ocean to Guam port. Vehicle will be shipped under deck to prevent direct exposure to salt air and spray.

### **PRODUCT LIABILITY INSURANCE**

The contractor shall supply product liability insurance of not less than \$2,000,000.00 (two million dollars). Documentation of the amount of product liability carried by the manufacturer and the name of the insurance carrier shall be provided by the contractor at the time of bid/quote submission. The successful contractor shall defend any and all suits and assume liability for the use of a patented device or an article forming a part of the apparatus furnished under the contract. Failure to supply a copy of the Certificate of Insurance with the bid/quote will be cause for immediate rejection of the contractor's submission.

### **ACCEPTANCE**

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

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

A road test, where applicable, equal to the requirements of NFPA 1901, will be performed after the apparatus is fully equipped and loaded. The apparatus must pass all the requirements of this chapter to be considered acceptable.

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

#### **ROAD AND PERFORMANCE TESTS**

The road and performance tests required are those specified in NFPA Standard 1901 and shall be conducted at the time of the pre-delivery to the purchaser at the manufacturer's facility and in the presence of the accepting authority or representatives.

In the event the apparatus fails to meet the test requirements on the first trials, second trials may be made at the option of the contractor within 30 days of the date of the first trials.

Such trials shall be final and conclusive, and failure to comply with these requirements a second time shall be cause for rejection.

Permission to keep or store the apparatus in any building owned or occupied by the purchaser during the above-specified period, with the permission of the contractor, shall not constitute acceptance. Insurance covering loss, theft, or liability shall remain the responsibility of the contractor until formal acceptance is completed.

#### **WARRANTIES**

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

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

Cost of repairs refers to all costs related thereto including, but not limited to, the cost of materials, the cost of labor.

The Manufacturer shall warrant all materials and accessories used in the vehicle(s), whether fabricated by the Manufacturer or purchased from an outside source and will deal directly with the Guam Fire Department on all warranty work.

The warranty shall commence upon acceptance of the vehicle.

#### **OTHER WARRANTIES**

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

#### **INTERNET IN-PROCESS SITE**

The manufacturing company or bidding contractor shall post and maintain a website where the Guam Fire Department will be able to view digital images of their apparatus as its being manufactured. The digital images shall be posted once a week starting when the body begins production or when the cab/chassis arrives and shall continue until the final completion of the apparatus.

#### **EQUIPMENT MOUNTING**

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

#### **TRAINING**

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

A structured four to eight-hour program covering proper operation and operator preventive maintenance shall be presented, at minimum, on four (4) consecutive days.

A minimum of one four to eight-hour block of instruction will also be provided to Guam Fire Department Maintenance personnel covering at, minimum, operation, maintenance, and repair of the various systems used on the apparatus.

The course outlines must be submitted to the Fire Chief for approval prior to the delivery.

The contractor agrees to allow a Guam Fire Department representative to videotape the instructional presentations for future reference and training.

#### **CONSTRUCTION DOCUMENTATION**

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

1. The manufacturers record of apparatus construction details, including the following information:
  - a. Owners name and address
  - b. Apparatus manufacturer, model, and serial number
  - c. Chassis make, model, and serial number
  - d. Gross Axle Weight Rate (GAWR) of front and rear axles
  - e. Front tire size and total rated capacity in pounds (kg)

- f. Rear tire size and total rated capacity in pounds (kg)
- g. Chassis weight distribution in pounds with water and manufacturer mounted equipment (front and rear)
- h. Engine make, model, serial number, rated horsepower and related speed, and governed speed
- i. Type of fuel and fuel tank capacity
- j. Electrical system voltage and alternator output in amps
- k. Battery make, model, and capacity in cold cranking amps (CCA)
- l. Chassis transmission make, model, and serial number; and chassis transmission
- m. Paint manufacturer and paint number(s)
- n. Company name and signature of responsible company representative
2. Certification of slip resistance of all stepping, standing, and walking surfaces.
3. For the fixed line voltage power source, the certification of the test for the fixed power source.
4. Weight documents from a certified scale showing actual loading on the front axle, rear axle(s), and overall fire apparatus
5. Written load analysis and results of the electrical system performance tests.

**OPERATION AND SERVICE DOCUMENTATION**

The contractor shall supply, at time of delivery, at least two sets of complete operation and service documentation covering the completed apparatus as delivered and accepted.

The documentation shall address at least the inspection, service, and operations of the fire apparatus and all major components thereof.

The contractor shall also provide documentation of the following items for the entire apparatus and each major operating system or major component of the apparatus:

1. Manufacturer name and address.
2. Country of manufacture.
3. Source of service and technical information.
4. Parts and replacement information.
5. Descriptions, specifications, and ratings of the chassis.
6. Wiring diagrams for low voltage and line voltage systems to include the following information: representations of circuit logic for all electrical components and wiring, circuit identification, connector pin identification, zone location of electrical components, safety interlocks, alternator-battery power distribution circuits, and input/output assignment sheets or equivalent circuit logic implemented in multiplexing systems.
7. Lubrication charts.
8. Operating instructions for the chassis, any major components or any auxiliary systems.
9. Instructions regarding the frequency and procedure for recommended maintenance.
10. Overall apparatus operating instructions.
11. Safety considerations.
12. Limitations of use.
13. Inspection procedures.
14. Recommended service procedures.
15. Troubleshooting guide.
16. Apparatus body, chassis, and other component manufacturers warranties.
17. Copies of required manufacturer test data or reports, manufacturer certifications, and independent third-party certifications of test results.
18. A material safety data sheet (MSDS) for any fluid that is specified for use on the apparatus.

The contractor shall deliver with the apparatus all manufacturers operations and service documents supplied with components and equipment that are installed or supplied by the contractor.

**ISO COMPLIANCE**

The manufacturer shall operate a Quality Management System under the requirements of ISO 9001. These standards sponsored by the "International Organization for Standardization (ISO)" specify the quality systems that shall be established by the manufacturer for design, manufacture, installation and service. A copy of the certificate of compliance shall be included with the bid. ISO is a requirement of the NFPA Chapter 4.7.1 General Requirements.

**ISO 9001: 2008 QUALITY MANAGEMENT SYSTEM - ALTERNATIVES**

Offerors claiming an alternative to ISO 9001:2008 shall provide a description of their facilities' Quality Management System that is in place to ensure the manufacture and delivery of consistent quality product to the customer. Such a description shall include an explanation of policies and procedures relating to the following:

- Company Quality Policy
- Documentation and Control of Records
- Control and Validation of Production and Service
- Monitoring and Measurement of Product and Processes
- Control of Nonconforming Product
- Corrective and Preventive Action with Respect to Nonconforming Product
- Schedule for Internal and External Audits of Quality Management System
- External Certifications of Quality Management Systems

**NFPA 2009 STANDARDS OR CURRENT FMVSS**

Apparatus proposed by the bidder shall comply with the NFPA standards effective January 1, 2009, and or current FMVSS except for fire department directed exceptions. These exceptions shall be set forth in the Statement of Exceptions.

**LIABILITY**

The successful bidding contractor shall defend any and all suits and assume all liability for the use of any patented process including any device or article forming a part of the apparatus or any appliance furnished under the contract.

### MULTIPLX COMPONENTS WARRANTY

Where applicable, the multiplex components shall be warranted against defective materials or workmanship for a period of **five (5) years** from the date of delivery to the original purchaser. The warranty shall also include a standard repair time for covered components. A copy of the fire apparatus manufacturer's warranty shall be included with the bid. **FAILURE TO COMPLY WITH THIS REQUIREMENT WILL AUTOMATICALLY DISQUALIFY THE BID.**

### WARRANTY PERFORMANCE

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

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

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

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

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

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

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

There shall be no deviations to these requirements.

### CUSTOMER SERVICE WEBSITE

A Customer Service website shall be provided which offers the dealer and customer access to comprehensive information pertaining to the maintenance and service of the apparatus. The website shall consist of the following features:

- Access to truck detail information on the major components of the vehicle, warranty information, drawings and sales options
- Parts look-up capability for items sourced by the fire apparatus manufacturer
- Ability to submit electronically a parts order and warranty claims
- Access to all currently published Operation and Maintenance Manuals
- Access to on-line diagnostic software
- Access to upcoming training classes offered by the fire apparatus manufacturer

The customer shall have limited access specific to their vehicle.

### FACTORY INSPECTION TRIPS

The contractor shall include in the bid/quote price, two factory inspection trips for two representatives of the Guam Fire Department for the purpose of the inspection before construction and delivery of the unit(s).

The first trip, the pre-construction meeting, shall be attended by personnel involved in the writing of the specifications and operators of such apparatus. The purpose of this factory visit will be to review drawings and meet with factory personnel to ensure compliance to specifications prior to construction.

The second factory visit will be attended by a Guam Fire Department mechanic or the person in charge of the Guam Fire Department Maintenance Division and/or a current apparatus operator or person involved in writing the specifications. This final inspection trip will be to inspect the finished product and perform operational tests on all apparatus systems.

Trips shall be of such minimum duration to allow for business at hand to be completed. This will also include all commercial transportation, meals, and lodging that will be borne by the bidder.

## **SPECIFICATIONS**

## **BIDDING ON**

### **DIMENSIONS**

#### **LENGTH**

Overall dimensions of the apparatus shall not exceed a maximum overall length of 30' (360").

Y \_\_\_ N \_\_\_

#### **HEIGHT**

Overall height shall not exceed 10'5" (125").

Y \_\_\_ N \_\_\_

#### **WHEELBASE**

Wheelbase shall not exceed 184".

Y \_\_\_ N \_\_\_

#### **CENTER OF GRAVITY**

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

Y \_\_\_ N \_\_\_

### **CAB & BODY CONSTRUCTION**

The department has no preference to styles of body manufacturing, however, the department has provided the following minimum requirements or guidelines from which they will accept. Fire Truck quality workmanship, not standard delivery practices, are requested.

Y \_\_\_ N \_\_\_

A Class 5 chassis (2 ton) with a gross vehicle weight rating (GVWR) ranging from 16,001 to 19,500 pounds (7,258 to 8,845 kg) shall be utilized (Examples of trucks in this class include the International Terrastar, GMC 5500, Dodge Ram 5500, and the Ford F-550).

Y \_\_\_ N \_\_\_

Cab shall be fully enclosed, four door, capable of comfortably seating a minimum of four (4) firefighters, fully dressed in turnout gear.

Y \_\_\_ N \_\_\_

The doors and side-steps of cab shall be wide enough to permit a large person (6'2", 220 lbs.), fully dressed in turnout gear to easily and safely enter and exit seating area.

Y \_\_\_ N \_\_\_

Body, with rear cutaway for increased departure angle, must be constructed of aluminum or fiberglass, modular in design, and fully capable of being removed and remounted on another chassis.

Y \_\_\_ N \_\_\_

The entire rescue module will be undercoated. Body is to be completely undercoated before mounting. Undercoating body separate from the chassis ensures better coverage in to the corners and crevices with obstruction from the chassis.

Y \_\_\_ N \_\_\_

All aluminum body parts are to be welded for unitized construction to give maximum strength throughout the body.

Y \_\_\_ N \_\_\_

Rub rails shall be provided for additional protection. They shall be installed along the sides and run the length of the apparatus body below the compartments, only to be interrupted by the wheel wells.

Y \_\_\_ N \_\_\_

All exterior surface areas designated for stepping or standing shall provide a non-slip resistance surface when stepping or walking on as outlined in the latest NFPA 1901.

Y \_\_\_ N \_\_\_

All exterior panels shall be corrosion resistant aluminum.

Y \_\_\_ N \_\_\_

Smooth aluminum shall be installed on the rear of the body, to allow for the installation of a "Chevron" stripe on the rear.

Y \_\_\_ N \_\_\_

The body structure shall be warranted for a minimum period of ten (10) years. Warranty documentation shall be provided with the bid.

Y \_\_\_ N \_\_\_

### **COMPARTMENTS**

Vehicle must have a minimum of seven (7) compartments. There shall be one compartment on each side ahead of the rear wheels, one compartment on each side above the rear wheels, one compartment on each side behind the rear wheels with accommodations for departure angle cutaway, and one compartment in the rear of the vehicle.

Y \_\_\_ N \_\_\_

In addition, an adequate number of compartments and shelving shall be provided to store all equipment specified by NFPA 1901 standards as well as the Guam Fire Department.

Y \_\_\_ N \_\_\_

Compartment sides and walls shall be welded to the super-structure. Seams shall be sealed using an engineered grade polyurethane adhesive-sealant.

Y \_\_\_ N \_\_\_

Y\_\_N\_\_

The compartments shall be designed to provide protected raceways for vertically hinged door fastener to eliminate the possibility of door hinge hardware from being damaged by or damaging equipment stored in the compartments.

Y\_\_N\_\_

The compartment door openings are to be full width of the compartment with no loss of space. The raceways shall be designed to allow door hardware removal by a single person with simple hand tools.

Y\_\_N\_\_

Access panels fastened with stainless steel fasteners shall be provided to access all wiring routed through vertical super-structure extrusions. There shall be no exposed wiring allowed within the compartment interiors.

Y\_\_N\_\_

The tops of the side exterior compartments shall be constructed of NFPA 1901 Standards compliant non-slip polished aluminum tread plate fastened to the body with stainless steel fasteners. Compartment tops that are welded in place do not meet the serviceability intent of this requirement.

#### ROLL UP COMPARTMENT DOORS

Y\_\_N\_\_

Exterior side equipment compartments so specified shall be equipped with roll-up shutter doors to be installed as specified herein. The door shall be located in a way to protect the door in the raised position from possible damage by the shifting of equipment.

Y\_\_N\_\_

The roll up door(s) shall be fabricated from aluminum extrusions and be manufactured and assembled in the United States.

Y\_\_N\_\_

The roll-up door drum assembly shall be fully enclosed and protected from the elements.

Y\_\_N\_\_

An access shall be made for repairs and adjustments to the door roll assemblies without removing equipment from the compartments. Service must be capable of being performed without the cutting, damaging or destroying of the door shutters to gain access should the door become damaged or prohibited from being raised

Y\_\_N\_\_

In order to provide unlimited access to stored equipment and to help prevent damage to the tracks by removing equipment, the tracks shall not protrude into any portion of the door frame opening.

Y\_\_N\_\_

The width of the door frame opening shall be the actual useable width available to store and remove equipment.

Y\_\_N\_\_

Nylon straps shall be provided and installed on each roll up door. The straps shall be secured to the side wall of the interior compartment in a way that will allow the strap to automatically tuck inside the compartment when closed to prevent the strap from dangling and hindering closing of the door.

Y\_\_N\_\_

A cylindrical door lock shall be provided on the roll up door(s). The door locks shall operate a rod mechanism located within the bottom rail of the door that extends into both side rails when locked.

Y\_\_N\_\_

A magnetic door ajar system shall be integrated in the lift bar handle and the lift bar handle retainer block to signal an open door.

#### SHELVING

Y\_\_N\_\_

The vertical extrusions forming the framework of the side exterior compartmentation shall be designed to incorporate fully recessed adjustable shelving standards. Shelving tracks shall run full height of all side exterior equipment compartments. The intent of this requirement is to allow full use of the available storage area without the interference of shelving tracks extending into and reducing the interior widths of the compartments which will allow equipment to be welded or bolted onto interior walls of the compartments do not meet the intent of these specifications.

Y\_\_N\_\_

A minimum of two roll-out type shelves per compartment, capable of sustaining a minimum five hundred (500) pound load, will be provided.

Y\_\_N\_\_

All compartments shall be of sweep-out type with no lip at bottom edge. The compartment floors shall be raised above the lower sill to prevent water from entering the bottom of the opening.

Y\_\_N\_\_

Each compartment shall be fitted with a drain and located in such a manner as to minimize or eliminate water from entering.

Y\_\_N\_\_

The heights of all shelves and trays shall be easily adjustable by using a system that is inherent to the compartment partitions .

On all items that are bolted or fastened onto a painted surface there will be isolation strips and compounds installed between mating surfaces and used with any dissimilar fastener. This is to prevent problems associated with dissimilar metals and cutting the painted surface by sharp edge of installed items. Y\_\_ N\_\_

Overall body construction and shelf support shall be welded, NO RIVETS SHALL BE USED. NO EXCEPTIONS. Y\_\_ N\_\_

To prevent possible interaction of dissimilar metals and to reduce the weight of the completed apparatus, the body STRUCTURAL SUPPORTS shall be constructed entirely of aluminum and aluminum extrusions. Y\_\_ N\_\_

All extrusions utilized in the body superstructure, substructure and framing shall be alloy aluminum. For strength and rigidity, all aluminum sheets utilized in the apparatus body, hose body and compartment sides shall be a minimum of 3/16" alloy aluminum sheet. Y\_\_ N\_\_

All extrusions shall be beveled at each joint and all seams shall be electrically seam welded using alloy aluminum wire. Y\_\_ N\_\_

The apparatus shall be assembled using ECK or electrolysis corrosion control, on all high corrosion potential areas, such as door latches, door hinges, trim plates, fenderettes, etc. This shall be in addition to any other barrier material that may be used. Y\_\_ N\_\_

All 1/4" diameter and smaller screws and bolts shall be stainless steel with an powdered aluminum coating. This coating shall be bonded metallurgically to the stainless screws to prevent peeling and flaking. This coating is designed to reduce the potential for electrolysis and corrosion to occur where items are assembled and attached. Y\_\_ N\_\_

All fasteners use in the apparatus body shall be attached with Ny-Lok type fasteners. Y\_\_ N\_\_

All aluminum and stainless steel components shall be attached using stainless steel fasteners. Zinc or cadmium plated fasteners are not acceptable for use with any aluminum or stainless steel components on the vehicle. Y\_\_ N\_\_

Due to the expected life of the vehicle, proposals will only be acceptable from manufacturers that include these corrosion features. Y\_\_ N\_\_

**WHEELS / TIRES**  
The tire and wheel assemblies (painted to match body color) shall meet, as a minimum, the rated capacities of the axles that they are mounted on. Y\_\_ N\_\_

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

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

There shall be a tire pressure indicator at each tire's valve stem on the vehicle that Shall indicate if there is insufficient pressure in the specific tire. Y\_\_ N\_\_

**BUMPERS AND TOWING**  
An industrial grade back-up camera, capable of full color, and moisture resistance, shall be installed. A cab mounted screen, whether integrated into the stereo system or standalone, shall be Installed for viewing images by the back-up camera in order to remove blind spots and facilitate reversing. Y\_\_ N\_\_

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

The winch shall be capable of being removed for servicing without removal of bumper Y\_\_ N\_\_

There shall be at least two tow eyes furnished in the front and rear of the vehicle attached directly to each chassis frame rail. Y\_\_ N\_\_

Rear bumper shall have a tow hitch with a capacity of at least 10,000 lbs. and trailer light harness plug for towing Y\_\_ N\_\_

Audible back up warning device shall also be installed and automatically alert when transmission is placed in reverse Y\_\_ N\_\_

**DRIVETRAIN**

**ENGINE**

Diesel engine with a minimum 300 HP

Y\_\_N\_\_

Minimum 600 ft-lbs torque @ 2800 rpm

Y\_\_N\_\_

**TRANSMISSION/TRANSFER CASE**

Automatic transmission with close ratio 5 speed with override

Y\_\_N\_\_

Included Oil level sensor

Y\_\_N\_\_

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

Y\_\_N\_\_

**AXLES**

Front Driving with minimum 8,000 lb capacity

Y\_\_N\_\_

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

Y\_\_N\_\_

Rear Single Axle dually with minimum 14,000 lb capacity

Y\_\_N\_\_

**ELECTRICAL SYSTEM**

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

Y\_\_N\_\_

- Turn signal switch, self canceling
- Headlights (2) sealed beam halogen, rectangular
- Horn, electric Dual
- Parking light, integral with front turn signal and rear tail light.
- Stop, Turn, Tail and Back up lights, dual rear combination reflectors with integrated emergency strobe lights
- A minimum of (2)12V accessory outlets and 12V cigar lighter
- Running light (2) daytime
- Turn signals, front flush mounted include reflectors and auxiliary side turn signals, solid state flashers
- Data link connector in cab for vehicle programming and diagnostics.
- Windshield wipers single motor, electric, cowl mounted.
- Windshield wiper switch 2-speed integral with turn signal switch and intermittent
- Power mirrors, locks, and windows

The electrical equipment shall conform to most current automotive electrical system standards, the latest Federal DOT standards, and the requirements of the applicable NFPA standards.

Y\_\_N\_\_

The system shall be modular and configurable to accommodate the necessary control functions for the emergency apparatus being specified.

Y\_\_N\_\_

Operator interface(s) shall have key buttons with tactile feedback (even when wearing gloves) to control apparatus functions.

Y\_\_N\_\_

The key buttons shall allow the operator to engage or disengage functions by touch (pressed button feedback).

Y\_\_N\_\_

Key buttons shall be identified with color-coded pictographs and/or labels combined with LED control lamps indicating function status.

Y\_\_N\_\_

Operator interface(s) shall be ergonomic in placement and design, intuitive to use, with functions arranged in a top-down order configuration.

Y\_\_N\_\_

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

Y\_\_N\_\_

The system shall be pre-wired for computer accessibility to allow service personnel to easily connect to perform diagnostics, troubleshooting, or program additions.

Y\_\_N\_\_

The system shall have the following functions or features available:

Y\_\_N\_\_

- Power management
- Load shedding
- Solid-state circuitry



- Switch input
- Lighting device activation
- Self-contained diagnostic indicators
- Power distribution
- Diagnostic display capability
- High Idle
- Throttle Control
- Multiple Operator Interfaces

All wiring shall be stranded copper or copper alloy conductors of a gauge rated to carry 125 percent of the maximum current for the protected circuit. Y\_\_N\_\_

Voltage drops in all wiring from the power source to the using device shall not exceed 10 percent. Y\_\_N\_\_

The wiring and wiring harness and insulation shall be in conformance to applicable SAE and NFPA standards. Y\_\_N\_\_

All exposed wiring shall be protected in a loom with a minimum 280 degree Fahrenheit rating. Y\_\_N\_\_

All wiring looms shall be properly supported and attached to body members. Y\_\_N\_\_

The electrical conductors shall be constructed in accordance with applicable SAE standards, except when good engineering practice requires special construction. Y\_\_N\_\_

The wiring connections and terminations shall use a method that provides a positive mechanical and electrical connection. Y\_\_N\_\_

Electrical connections shall be with mechanical type fasteners and large rubber grommets where wiring passes through metal panels. Y\_\_N\_\_

The wiring between the cab and body shall be joined using connectors or enclosed in a terminal junction panel area that will permit body removal with minimal impact on the apparatus' electrical system. Y\_\_N\_\_

All connections shall be insulated to resist moisture and foreign debris such as grease and road grime. Weather-resistant connectors shall be provided throughout to ensure the integrity of the electrical system. Y\_\_N\_\_

Any electrical junction or terminal boxes shall be weather resistant and located away from water spray conditions. In addition, the main body junction panel shall house the automatic reset breakers and relays where required. Y\_\_N\_\_

There shall be no exposed electrical cabling, harnesses, or terminal connections located in compartments, unless they are enclosed in a junction box or covered with a removable electrical panel. Y\_\_N\_\_

The wiring shall be secured in place and protected against heat, liquid contaminants and damage. Y\_\_N\_\_

Wiring shall be uniquely identified every three-inches (3") by color coding or permanent marking with a circuit function code and identified on a reference chart or electrical wiring schematic per requirements of applicable NFPA #1901 standards. Y\_\_N\_\_

The electrical circuits shall be provided with low voltage overcurrent protective devices. Such devices shall be accessible and located in required terminal connection locations or weather resistant enclosures. The overcurrent protection shall be suitable for electrical equipment and shall be automatic reset type and meet SAE standards. Y\_\_N\_\_

All electrical equipment, switches, relays, terminals, and connectors shall have a direct current rating of 125 percent of maximum current for which the circuit is protected. Y\_\_N\_\_

The system shall have electro-magnetic interference suppression provided as required in applicable SAE standards. Y\_\_N\_\_

The electrical system shall include the following:

- Electrical terminals in weather exposed areas shall have a non-conductive grease or spray applied. A corrosion preventative compound shall be applicable to all terminal plugs located outside of the cab or body.
- The electrical wiring shall be harnessed or be placed in a protective loom. Y\_\_N\_\_

- The electrical wiring shall be harnessed or be placed in a protective loom.
- Holes made in the roof shall be caulked with silicone. Large fender washers shall be used when fastening equipment to the underside of the cab roof.
- Any electrical component that is installed in an exposed area shall be mounted in a manner that will not allow moisture to accumulate in it.
- A coil of wire must be provided behind an electrical appliance to allow them to be pulled away from mounting area for inspection and service work.
- All lights that have their sockets in a weather exposed area shall have corrosion preventative compound added to the socket terminal area.

**NFPA REQUIRED TESTING OF ELECTRICAL SYSTEM**

The vehicle shall be electrically tested upon completion of the vehicle and prior to delivery. The electrical testing, certifications, and test results shall be submitted with delivery documentation per requirements of the applicable NFPA standards.

Y \_\_\_ N \_\_\_

The following minimum testing shall be completed by the apparatus manufacturer:

Y \_\_\_ N \_\_\_

**Reserve capacity test:**

- The engine shall be started and kept running until the engine and engine compartment temperatures are stabilized at normal operating temperatures and the battery system is fully charged. The engine shall be shut off and the minimum continuous electrical load shall be activated for ten (10) minutes. All electrical loads shall be turned off prior to attempting to restart the engine. The battery system shall then be capable of restarting the engine. Failure to restart the engine shall be considered a failed test.

**Alternator performance test at idle:**

- The minimum continuous electrical load shall be activated with the engine running at idle speed. The engine temperature shall be stabilized at normal operating temperature. The battery system shall be tested to detect the presence of battery discharge current. The detection of battery discharge current shall be considered a test failure.

**Alternator performance test at full load:**

- The total continuous electrical load shall be activated with the engine running up to the engine manufacturer's governed speed. The test duration shall be a minimum of two (2) hours. Activation of the load management system is permitted during this test. However, if an alarm sounds due to excessive battery discharge, as detected by the system requirements in the NFPA standards, or a system voltage of less than 11.7 volts dc for more than 120 seconds is present, the test has failed.

**Low voltage alarm test:**

- Following the completion of the above tests, the engine shall be shut off. The total continuous electrical load shall be activated and shall continue to be applied until the excessive battery discharge alarm activates. The battery voltage shall be measured at the battery terminals. With the load still applied, a reading of less than 11.7 volts dc for a 12 volt system shall be considered a test failure. The battery system shall then be able to restart the engine. Failure to restart the engine shall be considered a test failure.

**NFPA REQUIRED DOCUMENTATION**

The following documentation shall be provided on delivery of the apparatus:

Y \_\_\_ N \_\_\_

- Documentation of the electrical system performance tests required above.
- A written load analysis, including:
  1. The nameplate rating of the alternator.
  2. The alternator rating under the conditions.
  3. Each specified component load.
  4. Individual intermittent loads.

**INTERIOR**

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

Y \_\_\_ N \_\_\_

- REAR SEATS,(2) SCBA Mountable with quick release feature
- ARM REST (2) Molded Plastic; One each door.
- CUP HOLDERS, minimum two cup holders.
- DOME LIGHT, CAB door activated and manual with timed theater dimming.
- GLASS, ALL WINDOWS Tinted
- GRAB HANDLES,

- GAUGE CLUSTER English, with English speedometer in miles per hour  
Engine Oil Pressure (Electronic), Water Temperature (Electronic), Fuel (Electronic), Tachometer (Electronic), Voltmeter, Washer Fluid Level
- ODOMETER DISPLAY, Miles, trip miles, engine hours, trip hours, fault code readout
- WARNING SYSTEM Low fuel, low oil pressure, high engine coolant temp, and low battery voltage (Visual and Audible)
- SEATBELT WARNING PREWIRE includes seat belt switches and seat sensors for all belted positions in the cab and a harness routed to the center of the dash for the aftermarket installation of the data recorder and seatbelt indicator systems, for 4 to 6 seat belts
- GAUGE, OIL TEMP
- SEAT BELT 3-point, lap and shoulder belt type
- SEAT BELT (3) two 3-point shoulder belts for driver and outer passenger and one 2-point lap belt for center passenger
- SEAT BELT 3-point, lap and shoulder belt type
- SEAT BELT All red
- AIR CONDITIONING with defroster and fresh air filter
- STORAGE POCKET, DOOR molded plastic, full width; mounted on passenger door
- FLOOR COVERING Rubber, black
- HEADLINER soft padded cloth
- SUN VISOR (2) padded vinyl
- Bluetooth Capable AM/FM Stereo with CD player, clock, auxiliary input, and coaxial speakers

An electrical console shall be constructed of molded fiberglass or similar material mounted in the cab of the truck chassis. Y\_\_N\_\_

Console shall be designed and installed accessible from the driver and passenger seats. Y\_\_N\_\_

The operator shall be able to control many separate emergency apparatus functions at an central interface point. Y\_\_N\_\_

The operator interface shall be configurable for emergency lighting and cab controlled fire fighting functions. Y\_\_N\_\_

All switches shall be back-lit, with a colored LED light indicating when the switch circuit is in the engaged position. Y\_\_N\_\_

The warning lights shall be switched in the chassis cab with labeled switches in an accessible location. Y\_\_N\_\_

A siren unit featuring an electronic air horn, wail, yelp, hi-lo tone and a hard wired microphone shall be provided. Y\_\_N\_\_

A minimum 100 watt speaker for the siren shall be installed on the apparatus. Y\_\_N\_\_

One (1) selector switch shall be provided on the cab's dash that will allow the chassis steering wheel horn button to activate either the electric traffic horn or air horn system. Y\_\_N\_\_

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

All switches shall be appropriately identified as to their function. Y\_\_N\_\_

A single warning light switch shall activate all required warning lights. This switch will allow the vehicle to respond to an emergency and "call for the right of way". When the parking brake is applied, a "blocking right of way" system shall automatically activate per requirements of the applicable NFPA standards. Y\_\_N\_\_

All "clear" warning lights shall be automatically turned off upon application of the parking brake. Y\_\_N\_\_

#### **LIGHTING - VEHICLE/ EMERGENCY / SCENE**

##### **COMPARTMENT LIGHTING**

All compartments including the engine compartment shall have LED lights of sufficient length and lumens to provide adequate lighting. LED lights shall be installed, one on each side of the compartment door openings. The lights shall contain LEDs capable of producing sufficient lumens for working in low light conditions. Y\_\_N\_\_

The LED lighting shall be rated at a minimum of 100,000 hours of service and shall be provided with a 5 year free replacement warranty. Y\_\_N\_\_

The light shall have a tube enclosure for severe duty applications. Y\_\_N\_\_

The light stick shall be waterproof and be connectible via a jumper wire to add additional lights in series if required. Y\_\_N\_\_

All compartment lights will be controlled by a “On-Off” switch located on each compartment door. Y\_\_N\_\_

#### VEHICLE LIGHTING

LED marker lights shall be installed on the vehicle in conformance to the Department of Transportation requirements. Y\_\_N\_\_

One (1) license plate bracket shall be provided at the rear bumper. The bracket shall have a polished finish and LED light. Y\_\_N\_\_

Two (2) LED tail/brake lights with integrated emergency strobe shall be provided. The rectangular light shall be red. Y\_\_N\_\_

Two (2) LED turn signals shall be provided.

Two (2) mid body LED turn signals shall be provided. The location of the turn lights shall be at mid-body near the rear wheel axle Y\_\_N\_\_

Two (2) LED backup lights shall be installed on the rear of the apparatus body. The lens shall be clear. Y\_\_N\_\_

Two (2) tail light cluster bezels shall be supplied. Each bezel shall be designed to hold the specified rear lights located at the lower rear corners of the body. Y\_\_N\_\_

A minimum of four (4) LED ground lights shall be installed under the cab doors, one (1) under each door. Y\_\_N\_\_

A minimum of two (2) LED ground lights shall be installed under the mid-body of the apparatus. One (1) light shall be located on the driver's side and one (1) light located on the officer's side of the apparatus. Y\_\_N\_\_

A minimum of two (2) LED ground lights shall be installed under the compartments located behind the rear wheels. At least one (1) light shall be located on the driver's side and one (1) light located on the officer's side of the apparatus. Y\_\_N\_\_

A minimum of six (6) LED scene lights shall be installed. The light optics shall provide a 8 to 32 degree light spread. Y\_\_N\_\_

A minimum of two (2) LED scene lights shall be located on the left side of the apparatus body. Y\_\_N\_\_

A minimum of two (2) LED scene lights shall be located on the right side of the apparatus body. Y\_\_N\_\_

A minimum of two (2) LED scene lights shall be located on the rear of the apparatus body. Y\_\_N\_\_

The rear LED scene lights shall activate automatically upon placing the transmission into reverse. Y\_\_N\_\_

#### WARNING LIGHTS AND SIRENS

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

One (1) pair of LED lower front warning lights shall be installed, one on each side of the front of the chassis cab. Y\_\_N\_\_

One (1) pair of LED intersection warning lights shall be installed one on each side of the chassis cab. Y\_\_N\_\_

One (1) pair of LED lower rear warning lights shall be installed, one each side of the apparatus body, towards the rear of the body. Y\_\_N\_\_

One (1) pair of LED lower rear side warning lights shall be installed, one each side of the apparatus body, towards the rear of the body. Y\_\_N\_\_

One (1) pair of LED upper rear warning lights shall be installed, one on each side of the upper portion of the body side, towards the rear of the body Y\_\_N\_\_

One (1) pair of LED upper rear side warning lights shall be installed, one on each side of the upper portion of the body side, towards the rear of the body Y\_\_N\_\_

#### TOWER LIGHTING

Two (2) extendable LED tripod lights shall be mounted on the apparatus. Tripod lights shall be removable for use off the apparatus. Y\_\_N\_\_

One roof mounted LED spotlight with in cab remote control shall be installed and capable of passenger or driver access to controller Y\_\_N\_\_

#### **BODY PAINT PROCESS**

Paint color shall be match the existing fire apparatus and ambulances colors currently in service with the Guam Fire Department. Y\_\_N\_\_

All aluminum parts that are to be finish painted shall be properly fitted on the body and then removed to be painted individually. Y\_\_N\_\_

The back side of all aluminum parts shall be sanded smooth of any burrs and sharp edges. Y\_\_N\_\_

All aluminum parts shall be bolted to the body using stainless steel fasteners. Zinc or Cadmium plated fasteners are not acceptable. Y\_\_N\_\_

All bright metal fittings, if unavailable in stainless steel shall be heavily chrome plated. Iron fittings shall be copper plated prior to chrome plating. Y\_\_N\_\_

All seams shall be caulked both inside and along the exterior edges with a urethane automotive sealant to prevent moisture from entering between any body panels. Y\_\_N\_\_

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

Lettering, in a reflective material, shall be applied. Y\_\_N\_\_

A quantity of seventy-five (75), four (4) inch letters are to be placed on the cab and on the body as directed by fire department. Y\_\_N\_\_

A straight Scotchlite reflective stripe, 4" minimum in width, shall be applied horizontally around the cab and body in compliance with applicable NFPA 1901 standards. The purchaser shall specify the color and location of the stripe. Y\_\_N\_\_

The entire rear portion of the body shall have 3M reflective red and amber striping installed. The chevron style striping shall be applied at a 45-degree upward angle pointing towards the center upper portion of the rear panel. Y\_\_N\_\_

#### **PLAQUES/LABELS**

##### HEIGHT, LENGTH & WEIGHT

A highly visible label indicating the overall height, length, and weight of the vehicle shall be installed in the cab dash area. Y\_\_N\_\_

##### FLUID DATA PLAQUE

One (1) fluid data plaque containing required information shall be provided based on the applicable components for this apparatus, located on the driver's compartment or on driver's door and compliant with NFPA Standards:

- Engine oil
- Engine coolant
- Chassis transmission fluid
- Drive axle lubricant
- Power steering fluid
- Other NFPA applicable fluid levels or data as required

##### CAB SEATING POSITION LIMITS

The label shall also include the seating positions for firefighters. A weight allowance of 250 pounds for each shall be factored into the gross vehicle weight rating of the chassis. Y\_\_N\_\_

**NO RIDE LABEL**

One (1) "NO RIDERS" label shall be applied on the vehicle at the rear step area or other applicable areas. The label shall warn personnel that riding in or on these areas, while the vehicle is in motion is prohibited.

Y \_\_\_ N \_\_\_

**CAB SEATING POSITION LIMITS**

One (1) label shall be installed in the cab to indicate seating positions for firefighters. A weight allowance of 250 pounds for each shall be factored into the gross vehicle weight rating of the chassis.

Y \_\_\_ N \_\_\_

**HELMET WARNING TAG**

One (1) label shall be installed in the cab, visible from each seating position. The label shall read "CAUTION: DO NOT WEAR HELMET WHILE SEATED." Helmets must be properly stowed while the vehicle is in motion according to the current edition of NFPA 1901.

Y \_\_\_ N \_\_\_

**WARRANTIES**

**BUMPER TO BUMPER WARRANTY**

Bidder warrants each new fire apparatus manufactured for a period of ONE YEAR from the date of delivery, except for chassis and other components noted herein. Under this warranty bidder agrees to furnish any parts to replace those that have failed due to defective material or workmanship where there is no indication of abuse, neglect, unusual or other than normal service.

Y \_\_\_ N \_\_\_

**ALUMINUM BODY WARRANTY - TWENTY YEAR**

Bidder warrants to the original purchaser that all aluminum body panels, fabricated by The manufacturer, under normal use and with reasonable maintenance, be structurally sound and will remain free from corrosion perforation for a period of TWENTY (20) years.

Y \_\_\_ N \_\_\_

**PAINT WARRANTY - SEVEN YEAR**

The paint performance guarantee will cover the areas of the vehicle finished with the specified product for a period of SEVEN (7) years beginning the day the vehicle is delivered to the purchaser. This warranty will be covered for the following paint failures:

Y \_\_\_ N \_\_\_

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

**COMPLETE PRINTED MANUALS AND CERTIFICATIONS**

Bidder shall provide with the vehicle upon delivery, one (1) complete delivery manual. This manual shall be in a notebook type binder, with reference tabs for each section of the vehicle. A companion compact disk (CD) with all of the printed material in an electronic format (Adobe Acrobat PDF) shall be provided.

Y \_\_\_ N \_\_\_

Within each section shall be:

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

# 5-YEAR EXTENDED SERVICE/MAINTENANCE AGREEMENT

## Guam Fire Department Extended Service/Maintenance Agreement

### New/Current Year 4 Wheel Drive Rescue Vehicles

#### INTENT

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

#### AGREEMENT PERIOD

- A. This document shall depict the minimum requirements for a five (5) year Extended Service/Maintenance Agreement as required by the Guam Fire Department for vehicles known as New 4 Wheel Drive Rescue Vehicles. This Agreement compliments and adds to, where it exceeds, the regular warranties as provided by the specifications of the involved fire rescue vehicle.
- B. This Agreement shall commence after the award of this contract has been made, agreement signed by Contractor and the date that the fire rescue vehicle has been accepted by the Contractor for the first pre-service inspection.

#### STANDARDS OF CARE

- A. This document also defines the minimum requirements for a preventive maintenance program and shall comply with national Fire Protection Association’s (NFPA) 1915, Standard for Fire Apparatus Preventive maintenance Program, 2000 Edition, which has been deemed a part of this agreement (reference attached NFPA 1915 document).
- B. The service, maintenance and their intervals as well as the methods of repairs recommended by the various manufacturers that make up the complete fire apparatus shall also be deemed as part of this agreement.
- C. This agreement covers all systems and components of the rescue apparatus, to include but not limited to drive train, body, cab, frame, generator, electrical systems, lighting, plumbing, hose reels, doors, tires, wheels, etc.

#### RESPONSIBILITIES

- A. The Contractor shall be responsible for the service, maintenance and repairs as well as other services explained herein, for these fire apparatus and all of their systems, for the contract period. If work cannot be completed by the Contractor and must be sub-contracted to another business, the Contractor must ensure that said business is qualified to do the work required. The Contractor is still responsible for all fire apparatus referenced within this Agreement and the maintenance of all warranties in good standing.
- B. During the 5-year period of this contract, the Contractor agrees to conduct the specified services, maintenance and repairs, which includes, but is not limited to, labor costs and all consumables with the exception of apparatus tires. The Contractor will not be responsible for labor costs, parts and repairs that are not covered under the warranty provisions of the new fire apparatus.
- C. All services, maintenance and repairs not specifically covered by the various warranties of the fire apparatus or this extended service contract shall be the responsibility of the Guam Fire Department and the Government of Guam and not that of the Contractor.
- D. Under no circumstances will the service, repair and/or maintenance of these fire apparatus be delayed due to any outstanding payments owed to the contractor by the Government of Guam. To delay these services will constitute a breach of this agreement.

- E. The Guam Fire Department, and their personnel, will be responsible for following all recommended procedures for this Agreement and conduct all vehicle inspections, as required, especially the Daily Fire Apparatus Check and Checklist.
- F. Guam Fire Department Vehicle Maintenance personnel, when allowed, shall at all times seek prior approval, from the Contractor, before conducting any type of maintenance or alteration(s) to these Fire Apparatus, no matter how minor.

**SERVICE, MAINTENANCE AND OTHER PROVISIONS**

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

- A. Prior to placing a new vehicle in service, the Contractor shall conduct a pre-service inspection and service.
- B. If there are any deficiencies, defects and/or damages noted at this time, said discrepancies shall be brought up to the attention of GFD and arrangements will be made, with the assistance of the Contractor, to rectify said discrepancies. If the Contractor is also responsible for all warranty items on this fire apparatus, then the Contractor shall handle all related issues.
- C. Examples of some of the services to be conducted are:
  - a. Replace engine oil and filter(s)
  - b. Inspect and replace fuel filter(s)
  - c. Inspect air cleaner and intake system
  - d. Inspect hoses, belts and belt tensioners and replace or adjust if needed
  - e. Inspect front and rear suspension and steering to include tie rod ends, draglink, king pins, air bags (if equipped) and control valves
  - f. Test Electrical System for proper operation
  - g. Perform scheduled maintenance on generator
- D. The Contractor shall supply a Daily Fire Apparatus Check list that will be utilized by the GFD Fire Apparatus driver/operator, while conducting their daily vehicle check at the beginning of their shift, as per GFD Rules and Regulations. This daily check will also ensure that certain provisional requirement of the warranty can be honored. Daily checks not conducted, could jeopardize warranty coverage in the event the serviceability of the apparatus is compromised that could have otherwise been avoided if the proper daily check had been conducted. Example: A particular fluid (power steering, hydraulic oil, etc.) was so low that it resulted in a mechanical malfunction of the engine. If the proper daily check had been conducted, this would have been spotted by the driver/operator and the mechanical breakdown could have been averted.
- E. The Contractor may elect, from time to time, to provide remedial training on the operation and/or operator daily service checks and maintenance requirements, to GFD personnel, when deemed necessary.
- F. The Contractor shall be responsible for the towing of the apparatus when needed. If the vehicle is on a public roadway, the tow function shall begin to be addressed within one (1) hour upon notification by GFD. The affected vehicle shall be under tow within two (2) hours after notification by GFD. If either of these two provisions is not met, it is deemed that the Contractor had given implied consent for GFD personnel to arrange for the towing. All costs of this towing shall be borne by the Contractor. If the cause of the towing is later found to not be warranty related, then GFD shall be responsible and billed for the towing service.
- G. Guam Fire Department Vehicle Maintenance personnel shall be allowed to conduct minor vehicle repairs, such as changing of light bulbs, lamps, fuses, etc., as long as prior approval has been obtained from the Contractor.
- H. Guam Fire Department Vehicle Maintenance personnel shall also be allowed to diagnose vehicle faults, such as but not limited to malfunctioning air conditioning or Smartnet radio system(s), and report same to the Contractor for verbal approval to have the vehicle further diagnosed and/or repaired by a sub-contractor, whenever the Contractor cannot effect or is not certified or qualified to effect said repairs or service. GFD personnel shall always obtain prior approval from the Contractor.
- I. If the Contractor fails to begin addressing any complaint, by GFD, regarding the serviceability of any fire apparatus covered under this extended service agreement, within 24 hours after receiving said report by GFD, then this shall be construed as unnecessary delay. Whenever an unnecessary delay situation occurs, this shall be deemed as implied consent from the Contractor for GFD to seek service and/or repairs elsewhere in order to expedite the return of the apparatus into emergency service.



- J. All charges incurred during the unnecessary delay repairs/services will be charged back to the Contractor for payment. Neither GFD nor the Government of Guam will be held liable for these repairs/services and the warranties for said apparatus will not be affected in any way.
- K. All Inspections/services shall be performed on a quarterly basis, at minimum.
- L. All service and repairs shall be performed according to accepted industry standards, good faith practices and agreed upon time frames.
- M. The Contractor shall furnish annual reports to GFD depicting total services, maintenance and repairs for each Fire Apparatus per annum. These reports shall be based on a calendar year timeframe and will be due to GFD, Office of the Fire Chief, no later than the 15<sup>th</sup> day of January of the following year. If the apparatus is covered for a partial year under this agreement, then the report will be based on that portion of the calendar year.

**CONTRACT EXTENSION CLAUSE**

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

**BREACH of CONTRACT/AGREEMENT CLAUSE**

Breach of Contract Definition: The failure to perform a contract, without a legal excuse.

If the Contractor fails to perform to the provisions of this Agreement, GFD/Government of Guam may terminate said agreement if arrangements with Contractor cannot be rectified to the satisfaction with cause. Likewise, if the GFD/Government of Guam fails to perform its responsibilities per this agreement, then the Contractor can terminate, if an agreement cannot be made between the two parties to rectify the situation to the satisfaction of the Contractor, with cause. If either party cancels this agreement, then a refund for the full amount of the unused portion of the Contract funding shall be returned to the GFD/Government of Guam.

**FIRE APPARATUS IDENTIFICATION NUMBERS**

\_\_\_\_\_  
VEHICLE IDENTIFICATION NUMBER

\_\_\_\_\_  
VEHICLE IDENTIFICATION NUMBER

**AUTHORIZED SIGNATURES**

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

\_\_\_\_\_  
Guam Fire Department's  
Authorized Representative

\_\_\_\_\_  
Contractor's  
Authorized Representative

**BIDDER'S REFERENCES FORM**

The Bidder is required to provide a minimum of three (3) references where work of a similar size and nature was performed within the past five (5) years. This will enable the Government of Guam and the Guam Fire Department to judge the responsibility, experience, skill, and business standing of the Bidder.

<b>Company Name</b>		<b>Contact Name</b>	
<b>Address</b>			
<b>Phone Number</b>		<b>Fax Number</b>	
<b>Dollar Value of Contract</b>			
<b>Contract Dates</b>			
<b>Requirements of Contract</b>			
<b>Company Name</b>		<b>Contact Name</b>	
<b>Address</b>			
<b>Phone Number</b>		<b>Fax Number</b>	
<b>Dollar Value of Contract</b>			
<b>Contract Dates</b>			
<b>Requirements of Contract</b>			
<b>Company Name</b>		<b>Contact Name</b>	
<b>Address</b>			
<b>Phone Number</b>		<b>Fax Number</b>	
<b>Dollar Value of Contract</b>			
<b>Contract Dates</b>			
<b>Requirements of Contract</b>			
<b>Company Name</b>		<b>Contact Name</b>	
<b>Address</b>			
<b>Phone Number</b>		<b>Fax Number</b>	
<b>Dollar Value of Contract</b>			
<b>Contract Dates</b>			
<b>Requirements of Contract</b>			
<b>Company Name</b>		<b>Contact Name</b>	
<b>Address</b>			
<b>Phone Number</b>		<b>Fax Number</b>	
<b>Dollar Value of Contract</b>			
<b>Contract Dates</b>			
<b>Requirements of Contract</b>			

ITEM NO.	DESCRIPTION	QTY	UOM	UNIT PRICE	PRICE EXTENSION
1.1	NEW CURRENT YEAR 4 WHEEL DRIVE RESCUE VEHICLES	2	EA.	\$ _____	\$ _____

This is an indefinite quantity bid. For a period of one (1) year on an as needed basis upon the availability of funds.

2.1	5-YEAR EXTENDED SERVICE/MAINTENANCE AGREEMENTS	2	EA.	Per Year \$ _____	Annually \$ _____
-----	--	---	-----	-------------------	-------------------

With an option to renew for an Additional Five (5) years upon availability of funds.

**BID COST SHALL BE SUBMITTED IN A SEPARATE ENVELOPE LABELED "BID COST"  
BID BOND MUST BE INSERTED IN THE "BID COST" ENVELOPE**