INVITATION FOR 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: August 4, 2016

BID INVITATION NO: **GSA-083-16**

BID FOR: **TANKER TRUCK FUEL/LUBE TRUCK (LATEST MODEL)**

SPECIFICATION: **See Attached**

DESTINATION: **DEPARTMENT OF PUBLIC WORKS – TRANSPORTATION MAINTENANCE**

REQUIRED DELIVERY DATE: 220 Days Upon Reciept of Purchase Order.

INSTRUCTION TO BIDDERS:

INDICATE WHETHER: ____ INDIVIDUAL ____ PARTNERSHIP ____ CORPORATION

INCORPORATED IN: _____

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) 10:00am Date: 8/19/16 and shall be publicly opened. Bid submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions, and Sealed Bid Solicitation for details.

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

NAME AND ADDRESS OF BIDDER:

_____

_____

_____

SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGN THIS BID:

_____

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

ITEM NO(S). AWARDED:_____

CONTRACTING OFFICER:

_____
CLAUDIA S. ACFALLE
Chief Procurement Officer

NAME AND ADDRESS OF CONTRACTOR:

_____

_____

_____

SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGN THIS CONTRACT:

_____

Invitation for Bid: **GSA-083-16**

TANKER TRUCK FUEL/LUBE TRUCK (LATEST MODEL)

ACKNOWLEDGEMENT RECEIPT FORM

Please be advised that to be considered a prospective bidder you must fill out this Acknowledgement receipt form. Submit via fax to 475-1727/472-4217 & email to gsaprocurement@gsadoa.guam.gov

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

Name _____

Signature _____

Date _____

Time _____

Contact Number _____

Fax Number _____

Contact Person regarding IFB _____

Title _____

E-Mail Address _____

Company/Firm _____

Address _____

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

All questions and concerns in regards to this bid must be submitted via fax attention to the Chief Procurement Officer, General Services Agency no later than August 10, 2016 at 5:00pm close of business.

GSA GENERAL SERVICES AGENCY
(Ahensian Setbision Hinirat)
Government of Guam
148 Route 1 Marine Drive Corps, Piti Guam 96915
Tel: 475-1713 * Telefax: 472-4217; 475-1716; 475-1727

Accountability * Impartiality * Competence * Openness * Value

INVITATION FOR BID NO. : GSA-083-16

DESCRIPTION:

TANKER TRUCK FUEL/LUBE TRUCK (LATEST MODEL)

SPECIAL REMINDER TO PROSPECTIVE BIDDERS

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

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

a. Cashier's Check or Certified Check

b. Letter of Credit

c. Surety Bond – Valid only if accompanied by: **(Note: Item 1 thru 3 are inclusive)**

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

(X) BROCHURES/DESCRIPTIVE LITERATURE;

(X) AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSION

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

(X) OTHER REQUIREMENTS:
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, Business License

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

On this _____ day of _____, 2016, I, _____,

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

_____
Bidder Representative's Signature

DOA 132 Rev: 1/95

AFFIDAVIT RE ETHICAL STANDARDS

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

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

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

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

_____
NOTARY PUBLIC
My commission expires _____, _____.

AFFIDAVIT re NO GRATUITIES or KICKBACKS

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

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

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

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

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

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

Subscribed and sworn to before me

this _____ day of _____, 201__.

_____
NOTARY PUBLIC
My commission expires _____, _____.

Special Provisions

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

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

_____

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

Subscribed and sworn before me this _____ day of _____, 2016

_____

Notary Public

FORM E

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

Procurement No: **GSA-083-16**
TANKER TRUCK FUEL/LUBE TRUCK (LATEST MODEL)

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

WD 05-2147 (Rev.-19) was first posted on www.wdol.gov on 01/05/2016

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

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

Daniel W. Simms
Director

Division of
Wage Determinations

Wage Determination No.: 2005-2147
Revision No.: 19
Date Of Revision: 12/29/2015

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.15 for calendar year 2016 applies to all contracts subject to the Service Contract Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: Guam, Northern Marianas, Wake Island

Area: Guam Statewide
Northern Marianas Statewide
Wake Island Statewide

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		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)	15.73
14072 - Computer Programmer II	(see 1)	19.50
14073 - Computer Programmer III	(see 1)	23.84
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	24.23
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		13.65
14160 - Personal Computer Support Technician		19.50
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	9.74
23125 - Cable Splicer	15.43
23130 - Carpenter, Maintenance	13.00
23140 - Carpet Layer	13.55
23160 - Electrician, Maintenance	14.99
23181 - Electronics Technician Maintenance I	14.72
23182 - Electronics Technician Maintenance II	15.05
23183 - Electronics Technician Maintenance III	18.31
23260 - Fabric Worker	12.60
23290 - Fire Alarm System Mechanic	15.43
23310 - Fire Extinguisher Repairer	11.67
23311 - Fuel Distribution System Mechanic	15.43
23312 - Fuel Distribution System Operator	13.01
23370 - General Maintenance Worker	11.95
23380 - Ground Support Equipment Mechanic	19.70
23381 - Ground Support Equipment Servicer	16.09
23382 - Ground Support Equipment Worker	17.38
23391 - Gunsmith I	11.67
23392 - Gunsmith II	13.55
23393 - Gunsmith III	15.43
23410 - Heating, Ventilation And Air-Conditioning Mechanic	15.76
23411 - Heating, Ventilation And Air-Conditioning Mechanic (Research Facility)	16.55
23430 - Heavy Equipment Mechanic	15.15
23440 - Heavy Equipment Operator	13.73
23460 - Instrument Mechanic	15.43
23465 - Laboratory/Shelter Mechanic	14.49
23470 - Laborer	10.65
23510 - Locksmith	14.49
23530 - Machinery Maintenance Mechanic	17.38
23550 - Machinist, Maintenance	15.43
23580 - Maintenance Trades Helper	9.92
23591 - Metrology Technician I	15.43
23592 - Metrology Technician II	16.41
23593 - Metrology Technician III	17.37
23640 - Millwright	15.43
23710 - Office Appliance Repairer	14.38
23760 - Painter, Maintenance	13.55
23790 - Pipefitter, Maintenance	15.32
23810 - Plumber, Maintenance	14.38
23820 - Pneudraulic Systems Mechanic	15.43
23850 - Rigger	15.43
23870 - Scale Mechanic	13.55
23890 - Sheet-Metal Worker, Maintenance	15.21
23910 - Small Engine Mechanic	13.55
23931 - Telecommunications Mechanic I	19.01
23932 - Telecommunications Mechanic II	19.76
23950 - Telephone Lineman	18.24
23960 - Welder, Combination, Maintenance	14.66
23965 - Well Driller	15.43
23970 - Woodcraft Worker	15.43
23980 - Woodworker	11.67
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.09
24580 - Child Care Center Clerk	12.58
24610 - Chore Aide	12.43
24620 - Family Readiness And Support Services Coordinator	12.44
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	15.43
25040 - Sewage Plant Operator	14.49
25070 - Stationary Engineer	15.43
25190 - Ventilation Equipment Tender	10.73
25210 - Water Treatment Plant Operator	14.49
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.90
27007 - Baggage Inspector	7.35
27008 - Corrections Officer	12.05
27010 - Court Security Officer	12.05

27030 - Detection Dog Handler		10.90
27040 - Detention Officer		12.05
27070 - Firefighter		12.05
27101 - Guard I		7.37
27102 - Guard II		10.90
27131 - Police Officer I		12.05
27132 - Police Officer II		13.40
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator		9.53
28042 - Carnival Equipment Repairer		10.08
28043 - Carnival Equipment Worker		7.78
28210 - Gate Attendant/Gate Tender		13.18
28310 - Lifeguard		11.01
28350 - Park Attendant (Aide)		14.74
28510 - Recreation Aide/Health Facility Attendant		10.76
28515 - Recreation Specialist		18.26
28630 - Sports Official		11.74
28690 - Swimming Pool Operator		17.71
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer		15.20
29020 - Hatch Tender		15.20
29030 - Line Handler		15.20
29041 - Stevedore I		14.22
29042 - Stevedore II		16.25
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2)	27.16
30021 - Archeological Technician I		17.49
30022 - Archeological Technician II		19.56
30023 - Archeological Technician III		24.21
30030 - Cartographic Technician		23.18
30040 - Civil Engineering Technician		21.93
30061 - Drafter/CAD Operator I		17.49
30062 - Drafter/CAD Operator II		19.56
30063 - Drafter/CAD Operator III		20.74
30064 - Drafter/CAD Operator IV		24.21
30081 - Engineering Technician I		14.62
30082 - Engineering Technician II		16.41
30083 - Engineering Technician III		18.36
30084 - Engineering Technician IV		22.34
30085 - Engineering Technician V		27.83
30086 - Engineering Technician VI		33.66
30090 - Environmental Technician		21.10
30210 - Laboratory Technician		20.74
30240 - Mathematical Technician		23.34
30361 - Paralegal/Legal Assistant I		19.06
30362 - Paralegal/Legal Assistant II		21.53
30363 - Paralegal/Legal Assistant III		26.35
30364 - Paralegal/Legal Assistant IV		30.80
30390 - Photo-Optics Technician		21.93
30461 - Technical Writer I		22.17
30462 - Technical Writer II		27.10
30463 - Technical Writer III		32.79
30491 - Unexploded Ordnance (UXO) Technician I		22.74
30492 - Unexploded Ordnance (UXO) Technician II		27.51
30493 - Unexploded Ordnance (UXO) Technician III		32.97
30494 - Unexploded (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	(see 2)	23.00
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide		8.15
31030 - Bus Driver		9.69
31043 - Driver Courier		8.97
31260 - Parking and Lot Attendant		7.25
31290 - Shuttle Bus Driver		9.99
31310 - Taxi Driver		8.21
31361 - Truck-driver, Light		8.97
31362 - Truck-driver, Medium		11.61
31363 - Truck-driver, Heavy		12.48
31364 - Truck-driver, Tractor-Trailer		12.48

99000 - Miscellaneous Occupations	
99030 - Cashier	7.46
99050 - Desk Clerk	9.70
99095 - Embalmer	22.74
99251 - Laboratory Animal Caretaker I	16.24
99252 - Laboratory Animal Caretaker II	17.04
99310 - Mortician	22.74
99410 - Pest Controller	13.28
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	10.76
99711 - Recycling Specialist	16.27
99730 - Refuse Collector	10.24
99810 - Sales Clerk	8.95
99820 - School Crossing Guard	15.03
99830 - Survey Party Chief	20.30
99831 - Surveying Aide	11.54
99832 - Surveying Technician	15.00
99840 - Vending Machine Attendant	20.19
99841 - Vending Machine Repairer	23.57
99842 - Vending Machine Repairer Helper	20.19

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $4.27 per hour or $170.80 per week or $740.13 per month

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 ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordance, 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 ordance, (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 ordance, 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 ordance, 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 links 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.

AFFIDAVIT re NON-COLLUSION

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

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

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

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

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

Subscribed and sworn to before me

this _____ day of _____, 201__.

_____
NOTARY PUBLIC
My commission expires _____, _____.

AG Procurement Form 003 (March 9, 2011)

AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSION

CITY OF _____)
) ss.
ISLAND OF 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].

(Note: Must submit name, address and number-of-shares affidavit of all 10%+ company shareholders in most recent 12 mos. before bid opening) Starting from the date of bid announcement)

Name	Address	% of Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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]:

Name	Address	Compensation
_____	_____	_____

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_____

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

AFFIDAVIT re CONTINGENT FEES

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

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

_____

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

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

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

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

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

_____
NOTARY PUBLIC
My commission expires_____

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), _____ 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 _____ 2016

_____
(PRINCIPAL)

(SEAL)

_____
(WITNESS)

_____
(TITLE)

_____
(MAJOR OFFICER OF SURETY)

_____
(MAJOR OFFICER OF SURETY)

_____
(TITLE)

_____
(TITLE)

_____
(RESIDENT GENERAL AGENT)

DOA 113/Rev: 4-1-87

INSTRUCTION TO PROVIDERS:

NOTICE to all Insurance and Bonding Institutions:

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

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

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

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

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

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

GOVERNMENT OF GUAM
GENERAL TERMS AND CONDITIONS

SEALED BID SOLICITATION AND AWARD

Only those Boxes checked below are applicable to this bid.

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

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

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

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

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

[X] 6. **COMPLIANCE WITH SPECIFICATIONS AND OTHER SOLICITATION REQUIREMENTS**: Bidders shall comply with all specifications and other requirements of the Solicitation. (See 2 G.A.R., Div.4, §3109(m)(4)(B) for rare exceptions)

[ ] 7. **"ALL OR NONE" BIDS**: NOTE: By checking this item, the Government is requesting all of the bid items to be bided or none at all. **The Government will not award on an itemized basis**.

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

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

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

[X] 11. **BID GUARANTEE REQUIREMENT**: Bidder is required to submit a Bid Guarantee Bond or standby irrevocable Letter of Credit or Certified Check or Cashier's Check in the same bid envelope to be held by the Government pending award. The Bid Guarantee Bond, Letter of Credit, Certified Check or Cashier's Check must be issued by any local surety or banking institution licensed to do business on Guam and made payable to the Treasure of Guam in the amount of fifteen percent (15%) of his highest total bid offer. The Bid Bond must be submitted on Government Standard Form BB-1 (copy enclosed). Personal Checks will not be accepted as Bid Guarantee. If a successful Bidder (contractor) withdraws from the bid or fails to enter into contract within the prescribed time, such Bid guarantee will be forfeited to the Government of Guam. Bids will be disqualified if not accompanied by Bid Bond, Letter of Credit, Certified Check or Cashier's check. Bidder must include in his/her bid, valid copies of a Power of Attorney from the Surety and a Certificate of Authority from the Government of Guam to show proof that the surety company named on the bond instrument is authorized by the Government of Guam and qualified to do business on Guam. For detailed information on bonding matters, contact the Department of Revenue and Taxation. Failure to submit a valid Power of Attorney and Certificate of Authority on the surety is cause for rejection of bid. **Pursuant to 5 GCA § 5212, all competitive sealed bidding for the procurement of supplies or services exceeding $25,000.00 a 15% Bid Security of the total bid price must accompany the bid package. The bid bond, Letter of Credit, Certified Check or Cashier's Check will serve as Bid Security for this procurement.**

[X] 12. **PERFORMANCE GUARANTEE**: Bidders who are awarded a contract under this solicitation, guarantee that goods will be delivered or required services performed within the time specified. Failure to perform the contract in a satisfactory manner may be cause for suspension or debarment from doing business with the Government of Guam. In addition, the Government will hold the Vendor liable and will enforce the requirements as set forth in Section 40 of these General Terms and Conditions.

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

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

[X] 15. **DETERMINATION OF RESPONSIBILITY OF BIDDERS**: The Chief Procurement Officer reserves the right for securing from bidders information to determine whether or not they are responsible and to inspect plant site, place of business; and supplies and services as necessary to determine their responsibility in accordance with Section 15 of these General Terms and Conditions. (2 GAR, Div. 4 § 3116)

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

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

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

[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 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 does not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the descriptive literature 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 pursuant to 2 G.A.R., Div. 4 §3109(m)(4)(B)

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/she determines it is in the public interest. Award issued to the lowest responsible bidder within the specified time for acceptance as indicated in the solicitation, results in a bidding contract without further action by either party. In case of an error in the extension of prices, unit price will govern. It is the policy of the Government to award contracts to qualified local bidders.

[ ] 23. 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 one (1) year on an as needed basis upon the availability of funds after original award.

No. award shall be made under this solicitation which shall require advance payment or irrevocable letter of credit from the government (2 GAR, Div.4 §1103).

[X] 24. **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] 25. **SCHEDULE FOR DELIVERY**: Successful bidder shall notify the General Services Agency, Telephone Nos. 475-1707 or 475-1713, at least twenty-four (24) hours before delivery of any item under this solicitation.

[X] 26. **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] 27. **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] 28. **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] 29. **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] 30. **SAFETY INSPECTION**: All motor vehicles delivered under this contract must pass the Government of Guam Vehicle Inspection before delivery at destination.

[X] 31. **GUARANTEE**:

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

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

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

[X] 32. **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] 33. **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 **(2 GAR, Div.4 §11-4.6.)**

[X] 34. **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] 35. **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.

[ ] 36. **CHANGE ORDER**: Any order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of **2 GAR, Div. 4 § 6101(3)(a)** of the Guam Procurement Regulations.

[X] 37. **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 **2 GAR, Div.4 §6101(4)(a)** of the Guam Procurement Regulations.

[X] 38. **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 **2GAR, Div.4 §6101(10)** of the Government Procurement Regulations.

[X] 39. **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] 40. **JUSTIFICATION OF DELAY**: Bidders who are awarded contracts under this Solicitation, guarantee that the goods will be delivered to their destination or required services rendered within the time specified. If the bidder is not able to meet the specified delivery date, he is required to notify the Chief Procurement Officer of such delay. Notification shall be in writing and shall be received by the Chief Procurement Officer at least twenty-four (24) hours before the specified delivery date. Notification of delay shall include an explanation of the causes and reasons for the delay including statement(s) from supplier or shipping company causing the delay. The Government reserves the right to reject delay justification if, in the opinion of the Chief Procurement Officer, such justification is not adequate.

[X] 41. **SERVICE-DISABLED VETERAN OWNED BUSINESS PREFERENCE**: Bidding is subject to the policy in favor of Service-Disabled Veteran Owned Business as defined in 5 GCA sections 5011 and 5012.

[X] 42. **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 reasonably 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(4)(C)(9)(a).

[X] 43. **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.

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

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

[X] 46. **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 SOLICITAITON INSTRUCTIONS

1. **BID FORMS**:
Each bidder shall be provided with two (2) sets of Solicitation forms. Additional copies may be provided upon request. Bidders requesting additional copies of said forms will be charged per page in accordance with 5 GCA § 10203 of the Government Code of Guam. All payments for this purpose shall be by cash, certified check or money order and shall be made payable to the General Services Agency (EO 86-24).

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

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

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

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

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

4. **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. (See 2 G.A.R., Div.4, §3109(m)(4)(B) for rare exceptions)

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**:
If a bidder considers any information submitted in its bid to be confidential, the bidder must identify in writing to the Government those portions which it considers confidential, and must request in writing that those portions be kept confidential. Only trade secrets and proprietary data will be considered confidential. If there is a request for confidentiality, the Government will render a decision on the request as soon as practicable after bids are opened. The Government will advise any bidder requesting confidentiality, of the Government's decision in writing. If the Government does not agree with a bidder's request, then the Government will inform the bidder that it may lodge a protest regarding any part of the Government's decision by following the procedure for protests outlined in Chapter 9 of the Guam Procurement Regulations.

13. **PROHIBITION AGAINST GRATUITIES AND KICKBACKS:**
With respect to this procurement and any other contract that bidder may have or wish to enter into with the Government, the bidder represents that he/she has not violated, is not violating, and promises that he will not violate the prohibition against gratuities and kickbacks set forth in the Guam Procurement Regulations.

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

15. **WAGE AND BENEFIT COMPLIANCE-CONTRACTORS PROVIDING SERVICES:**
(a) Contractor with regard to all persons its employs whose purpose in whole or in part is the direct delivery of services contracted for with the Government of Guam in this procurement, shall pay such employees in accordance with the Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct deliverance of deliverables to the government of Guam. 5 GCA § 5801 Contractor shall be responsible for flowing down this obligation to its subcontractors.

(b) The Wage Determination most recently issued by the U.S. Department of Labor at the time this Agreement was awarded to Contractor shall be used to determine wages and benefits which shall be paid to employees pursuant to this clause. 5 GCA § 5801

(c) Should any contract contain a renewal clause, then at the time of renewal adjustments there shall be stipulations contained in that contract for applying the Wage Determination, so that the Wage Determination promulgated by the U.S Department of Labor on a date most recent to the renewal date shall apply. 5 GCA § 5801

(d) In addition to the Wage Determination detailed above, health and similar benefits for employees having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor shall apply. Contractor shall pay a minimum of ten (10) paid holidays per annum per employee. 5 GCA § 5802

Any violation of Contractor or its subcontractors obligations of this section shall be investigated by the Guam Department of Labor and may include a monetary penalty assessment by the Guam Department of Labor of no less than One Hundred Dollars ($100.00) per day, and no more than One Thousand Dollars ($1,000.00) per day, until such time as a violation has been corrected, as well as the payment of all back wages and benefits due. 5 GCA § 5803

(f) In addition to any and all other breach of contract actions the Government of Guam may have under this procurement, in the event there is a violation in the process set forth in subsection (e) above, Contractor may be placed on probationary status by the Chief Procurement Officer of the General Service Agency, or its successor, for a period of one (1) year.

During the probationary status, a Contractor shall not be awarded any contract by any instrumentality of the Government of Guam. A Contractor who has been placed on probationary status, or has been assessed a monetary penalty pursuant to 5 G.C.A. Article 13 Title 5 may appeal such penalty or probationary status to the Superior Court of Guam. 5 GCA § 5804

(g) Contractor along with all proposed offerors and submitter under this procurement were required to submit a Declaration of Compliance with Wage Determination laws as part of this procurement with a copy of the most recent Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor. 5 GCA §5805

(h) The applicable USDOL Wage Determination Rate Revision (as defined by subsections (b) and (c)) is to this Agreement. Contractor agrees to provide upon written request by the Government of Guam written certification of its compliance with its obligations as part of each invoice, along with the names of any employees, their positions, and detailed wage and benefits paid in keeping with this section. Additionally upon request by Government of Guam the Contractor shall submit source documents as to those individuals who provide direct services in part or whole under this Agreement and its payments to them of such wages and benefits.

16. **Ethical Standards:**
With respect to this procurement and any other contract that the Contractor may have, or wish to enter into, with any government of Guam agency, the Contractor represents that it has not knowingly influenced, and promises that it will not knowingly influence, any government employee to breach any of the ethical standards set forth in the Guam Procurement Law and in any of the Guam Procurement Regulations.

17. **Prohibition against Contingent Fees:**
The Contractor represents that he has not retained any person or agency upon an agreement or understanding for a percentage, commission, brokerage, or other contingent arrangement, except for retention of bona fide employees or bona fide established commercial selling agencies, to solicit or secure this Agreement or any other contract with the government of Guam or its agencies.

18. **Contractor's Warranty as to Employees and Sex Offenses.** ***Reference 5 GCA 5253 (b)***
Contractor warrants that no person providing services on behalf of the Contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry.

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

19. **POLICY IN FAVOR OF SERVICE-DISABLED VETERAN OWNED BUSINESSES:**
P.L. 31-115 (September 20, 2011) 5 GCA § 5011 and § 5012 In the procurement of any supply or service, (except for professional services), if such supply or service is offered by a Service-Disabled Veteran Owned Business "SDVOB", as defined in 5 GCA § 5012, that is at least fifty one percent (51%) owned by service-disabled veteran(s), and if the supply or service is available within the period that is required for the procurement, and the price for the supply or service does not exceed one hundred five percent (105%) of the lowest bidder price, a preference shall be given to that SDVOB by the Government of Guam, and the supply or service shall be purchased from said SDVOB. This shall be in addition to any other procurement benefit the SDVOB may qualify for under Guam law. A business concern is a qualified SDVOB if: (a) the business concern is licensed to do business on Guam; (b) the business concern maintains its headquarters on Guam; (c) the business concern is at least fifty-one (51%) owned by a service-disabled veteran(s) who served in the active U.S. military service, was discharged or released under honorable conditions and whose disability is service-connected as demonstrated by a DD214, and certified by an award letter from the U.S. Department of Veterans Affairs; the DD214 and Disability award letter from U.S. Department of Veterans Affairs are submitted to the Government of Guam procuring agency for every service offered; and the service disabled veteran(s) owner(s) of the business concern has filed individual tax returns on Guam for a period of at least three (3) consecutive years.

ITEM NO.	DESCRIPTION	QTY./UOM	UNIT PRICE	PRICE EXTENSION
1.1	**Tanker Truck Fuel\Lube Truck (Latest Model)** ***As per the following specifications:***	1 EA.	$_____	$_____

GENERALS:

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

The successful bidder shall furnish all necessary and desirable information instructions for the proper operation of the equipment.

The Government of Guam reserves the right to accept and/or reject any and all bids, to waive any defects, irregularities, or specification discrepancies and to award the bid as council deems to be in the best interest of the government.

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

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

Standard: Each Truck body, chassis and equipment shall meet the applicable requirements for U.S. Department of Transportation (DOT), U.S. EPA and Federal Motor Vehicle Safety Standards (FMVSS) for Guam. Shall comply with Guam weight law.

Certification: Each Truck shall display a **durable, legible** certification data plate mounted in the driver's compartment of the vehicle. On this data plate the manufacture shall certify that the truck\chassis is in compliance with the applicable DOT and FMVSS, and is manufactured from all new components. All chassis\ body information shall appear on this certification data plate. *The data plate shall specify the maximum design capacity of the body and chassis.*

Manufacturers' brands and stock/part numbers specified do not denote a preference for that make, but specify the level of quality necessary. Alternate brands found to be equal to or greater in quality to the brand specified may be accepted, however, the burden to prove equality shall rest with the bidder.

SPECIFICATIONS:	**BIDDING ON / REMARKS:**
Air Cleaner The engine intake air cleaner shall be properly installed to meet engine specifications with a restriction indicator.	_____
Axles (***Axle load ratings shall comply with Guam weight law***). **Axle** assemblies shall have the following **minimum** capacities: Front: 12**,000 lbs.** With low maintenance hub package, adjustment free bearings, Taper leaf suspension 12,000 lbs. capacity with shock absorbers and maintenance free bushings.	_____
Rear: 20**,000 lbs.** Single rear axle, Heavy-duty brake drums with extended life oil seals. With 20,000 lbs. capacity, Heavy-duty suspension.	_____
Brakes (*Meets all Federal Motor Vehicle Safety Standards for air brakes*) Air braking system including service and parking brakes. Warning signals located within the interior of driver compartment and clearly audible and visible to the driver, that will give a continuous warning when air pressure available in the system for braking is **60 psi or less**.	_____

SPECIFICATIONS:	**BIDDING ON / REMARKS:**
Antilock brake system (ABS) shall control all axles. **(13.0 CFM minimum)** air compressor minimum with air dryer and reservoir capacity equal to or greater than two (2) times total volume of all brake activators at full travel. Reservoir tanks shall have drain valve easily accessible to driver.	_____
Brake system shall be designed to permit visual inspection of brake lining wear without the removal of any chassis components.	_____
S-cam-type with dust covers, camshaft shall rotate in the same direction as the wheel. Automatic slack adjusters shall be the same design on all wheels.	_____
Emergency brake system, spring loaded type with brake chambers that allow for caging. Separate valve mounted on instrument panel to activate **parking brake**.	_____
Bumpers **Front:** Heavy-duty design, standard size.	_____
Tow eyes or hooks shall be furnished and attached so as not to project beyond the front bumper. The bumper shall be designed or reinforced so that it will not deform, when truck is lifted by a chain that is passed under the bumper (*or through the bumper if holes are provided for this purpose*) and attached to both tow eyes.	_____
Cab (Two (2) door 2 passenger conventional type) Defroster\ Defogger and Air-conditioning system.	_____
Left side driver's seat air adjustment high back. Rider's seat, high back manual adjustment.	_____
Standard steering wheel with adjustable telescoping tilt steering column.	_____
LH & RH Interior\Exterior Grab handles.	_____
RH & LH entry assist steps.	_____
Exterior sun visor with marker lights	_____
RH & LH Fixed Side view mirrors with RH convex. Mirror brackets and housings shall be of stainless or equal corrosion resistant material.	_____
Rear cab stationary window.	_____
Am\Fm Radio with speakers.	_____
Cab doors and ignition shall be keyed alike.	_____
Multi- function high display\ Instrument Package Includes: Odometer, speedometer, tachometer, fuel gauge, engine coolant temperature gauge, Engine oil pressure, voltmeter, transmission oil temperature, primary, secondary air reservoir and air application gauges. Hour Meter and warning light for parking brake.	_____

SPECIFICATIONS:	BIDDING ON / REMARKS:
Cab to Axle Distance (C.A.): 102 inches minimum.	_____
Cooling System **(Heavy-Duty Design)** The radiator and charge air cooler shall be of a **Heavy-Duty design**, tandem mounted. Cooling fans driven by a single poly-vee belt and an automatic clutch fan. To include oil cooling features.	_____
Color The chassis, (wheel rims and bumpers if not aluminum or polished finish) shall be painted **black**.	_____
The cab and fuel\lube body, tanks and storage cabinets, if not stainless and or polished aluminum, shall be painted **white**.	_____
Drive Shaft Torque capacity of drive shaft assembly shall at least equal maximum engine torque as developed through lowest transmission gear reduction.	_____
Drive shaft shall be equipped with protective metal guard\s to reduce the possibility of it whipping through the floor or dropping to ground if broken.	_____
Electrical system (*12 volt*) Dual Maintenance free, heavy-duty batteries.	_____
Alternator Heavy-Duty type alternator capable of producing a minimum output rating of (130 amps minimum). The alternator shall be capable of producing a minimum of **50 percent** of its maximum output at the engine manufacturer's recommended idle speed.	_____
Wiring All wiring shall conform to current applicable recommended practices of the Society of Automotive Engineers.	_____
All wiring shall be standard colors and number coding and each truck shall be delivered with a wiring diagram that coincides with the wiring of the chassis. ***All wires passing through metal openings shall be protected by a grommet or loom.***	_____
Circuits An appropriate identifying diagram (color and number coded) for electrical circuits shall be provided.	_____
Engine Turbo charged diesel **300HP@2000RPM minimum,** electronically controlled. (*Must be able to operate with fuel available on Guam*).	_____
Engine brake\retarder system with in-dash 2 or 3 way switch.	_____
If fuel or exhaust additive are required, vendor shall provide a **50 Gallon** supply for each truck at time of delivery.	_____
Fuel filters shall be installed as per manufacturer's specifications. Fuel filtration shall include **water detection and separation**. At least one fuel filter shall have a replaceable spin-on or cartridge-type element with see thru inspection cup.	_____

SPECIFICATIONS: **BIDDING ON / REMARKS:**

Exhaust System
The muffler and the tail pipe (*vertical configuration @ right rear of cab area with stainless shield\ protector and rain cap is preferred*) shall be constructed of aluminized, or equivalent corrosion resistant material. _____

The muffler \ after treatment device (*if applicable*) and exhaust pipe shall be properly insulated from the fuel tank\s, lines and connections by a protective shield at any point where it is **4 inches** or less from fuel tank\s, lines or connections. _____

Fenders -Front and Rear
The total spread of outer edges of fenders shall exceed the total spread of the front and rear tires when the front wheels are in a straight-ahead position. _____

Frame
The frame shall be of such design and strength characteristics as to correspond at least to standard practice for trucks of the same general load characteristics, which are used for highway use. _____

A secondary manufacture that modifies the original chassis shall guarantee the performance of workmanship and material resulting from such modification. _____

Any frame modification shall not be for the purpose of extending the wheelbase. _____

Holes in top or bottom flanges or side units of the frame, and welding to the frame, shall not be permitted except as provided or accepted by the chassis manufacturer. _____

Fuel Tank (*Truck shall be delivered with full tank of fuel*).
(50-gallon minimum) The tank shall be filled and vented to the outside of the body, the location of which shall be so that accidental fuel spillage will not drip or drain on any part of the exhaust system. _____

Fuel tank and the filler tube shall be located on the right side of the truck. With anti – siphon device _____

Horns (single electric and single air) _____

Power Take Off (PTO)
A PTO must be provided that is compatible with the transmission. _____

Steering (Power)
The steering gear shall be approved by the chassis manufacturer and designed to assure safe and accurate performance when the vehicle is operated with maximum load and at maximum speed. _____

If external adjustments are required, the steering mechanism must be accessible to accomplish the same. _____

No changes shall be made in the steering apparatus, which are not approved by the chassis manufacturer. _____

The steering system shall be designed to provide a means for lubrication of all wear-points, if wear-points are not permanently lubricated. _____

SPECIFICATIONS:	**BIDDING ON / REMARKS:**
Tires and Rims *Mud flaps at front and rear.*	_____
Radial tubeless tires and rims of proper size and tires with a load rating commensurate with chassis manufacturer's GVWR shall be provided.	_____
All tires shall be of the load range of said tires and shall meet or exceed the gross axle weight rating as required by FMVSS 120	_____
Trucks shall be equipped with a spare tire and rim assembly, it shall be of the same size as those mounted under the vehicle. (1 ea. per size)	_____
Transmission (Automatic) Manufacturer's Standard with auxiliary cooler and PTO provision.	_____
Fuel\Lube Body Galvanneal steel flatbed body construction or equal. Body shall be immersed in an electrodeposition (or equal) prime paint system for superior corrosion resistance.	_____
Any exposed area on bed surface for the purpose of accessing tanks shall be slip resistant.	_____
Enclosed storage compartments, largest compatible size shall be located on each side of the fuel\lube body. The compartments shall have lockable doors. Doors shall be roll-up type or split hinged doors. Split type doors shall include over center retainers to eliminate involuntary swing.	_____
A rear, enclosed reel compartment with a lockable roll-up door shall be installed. The reel compartment shall have bottom containment with a built-in steel rear bumper.	_____
An aluminum, five (5) drawer toolbox\storage system shall be installed within the reel compartment and or within one of the side storage compartments. Drawers shall have a hold in place system to prevent them from opening when truck is in motion.	_____
All body compartment door handles and latches shall be stainless.	_____
ICC lights and reflectors shall be included on body.	_____
A fixed side step access system to fuel and product tanks shall be provided and include grab handles and slip resistant features.	_____
Fuel and product tanks shall provisions that allow safe, easy Access the sides for filling and inspection. (i.e. fixed ladder with grab handles)	_____
A control panel shall be located in the rear reel compartment with switches to control pumps, lighting systems, and air compressor. A diesel fuel shoot off valve shall also be located within the reel compartment.	_____
A rear vision camera with an LCD monitor, mounted in cab, shall be installed.	_____
Four (4) adjustable LED spot lights shall be installed at the top exterior of the reel compartment. Spot light controls shall be located in truck cab dash and on the control panel within the reel compartment. Spot lights shall be water proof and shall have branch guards. Lights shall be position provide lighting to the rear, sides and tank areas of the lube body.	_____

SPECIFICATIONS:	**BIDDING ON / REMARKS:**
Diesel tank shall be direct mounted to the truck frame. Product tanks shall be mounted in a manner equal to a system that uses isolators which isolates twisting and vibration to eliminate tank fractures.	_____
A 20lb. Fire extinguisher shall be mounted in the reel compartment.	_____
DIESEL TANKS\ SYSTEM **1,000 Gallon capacity diesel tank.**	_____
Tank design shall be semi - elliptical style with 3/16" steel wall construction. Emergency shut-off, roll over protection system, and (2) lift hooks located on top of the tank shall be included.	_____
Tank shall be equipped to allow for top vent fill.	_____
Hydraulic operated fuel pump	_____
(1) Hannay 50' x 1" power retractable hose reel (or equal) shall be provided.	_____
A dispense nozzle that allows for adjustable flow rates shall be provided.	_____
(1) 4 digit (1 inch digits) fuel meter with re-zeroing feature shall be included.	_____
Upon delivery to the Department of Public Works: Diesel Tank shall be filled to its capacity with ultra-low sulfur diesel fuel.	_____
FRESH OIL TANKS\SYSTEM **(1) 100 Gallon capacity tank**	_____
3/16" steel construction with vented fill cap and replaceable sight gauges.	_____
Graco 5:1 operated product pump (or equal) with regulator, product filter and thermal relief. 50' x ½" spring rewind hose reel with a resettable mechanical meter dispense nozzle.	_____
Upon delivery to the Department of Public Works Tank shall be filled to its capacity with SAE 10W industrial grade hydraulic oil. Intended use: Heavy equipment- construction machinery.	_____
(1) 50 Gallon capacity tank	_____
3/16" steel construction with vented fill cap and replaceable sight gauges.	_____
Graco 5:1 operated product pump (or equal) with product filter and thermal relief. 50' x ½" spring rewind hose reel with mechanical meter dispense nozzle.	_____
Upon delivery to the Department of Public Works Tank shall be filled to its capacity with SAE 5W – 40 multi-purpose motor oil. Intended use: Diesel engines.	_____
SALVAGE\WASTE OIL TANK\SYSTEM **(1) 100 Gallon capacity salvage oil tank.**	_____
3/16" steel construction with vented fill cap and replaceable sight gauge\s.	_____

SPECIFICATIONS:	BIDDING ON / REMARKS:
1" air operated diaphragm pump with reversion valve, regulator and 4-way valve.	
30' x 1" spring rewind hose reel	
NEW COOLANT TANK\SYSTEM **(1) 50 Gallon capacity tank.**	
Stainless steel construction with vented fill cap and replaceable sight gauge\s.	
3/8" air operated pump with regulator.	
50' x 3/8" spring rewind hose reel with water bib upon delivery to the Department of Public Works Tank shall be filled to its capacity with: Ready to use, fully formulated, extended life coolant\anti-freeze. Intended use: Diesel engine cooling systems.	
USED COOLANT TANK\SYSTEM **(1) 50 Gallon capacity tank.**	
3/16" steel construction with vented fill cap and replaceable sight gauges.	
3/4" air operated diaphragm pump	
30' x 3/4" spring rewind hose reel	
WATER SYSTEM **30-50 GALLON CAPACITY TANK.**	
Tank shall be of stainless steel construction and shall be rigidly mounted in a suitable location.	
A low pressure system shall be able to deliver an adequate amount of water for general purposes like flushing of eyes, skin and other surfaces.	
System shall include a 30' x ½" – ¾" spring rewind hose reel.	
Hose and water dispensing nozzle\bib shall be included.	
Upon delivery to the Department of Public Works tank shall be to its capacity with common tap water. Intended use: Safety; body flushing, replenishing of windshield washer, etc.	
GREASE DRUM\SYSTEM **(1) 120 lb. minimum – 400 lb. maximum, grease drum**	
Graco 50:1 air operated shovel pump (or equal) with 50' x 3/8" high pressure grease reel and standard grease nozzle\ control with swivel.	
Drum, drum cover and tie down kit shall be included.	
Upon delivery to the Department of Public Works drum shall be filled to its capacity with Industrial grade, multi-purpose, automotive grease. Intended use: Heavy equipment- construction machinery.	

SPECIFICATIONS: **BIDDING ON / REMARKS:**

AIR COMPRESSOR\AIR SYSTEM
Hydraulic, PTO driven 29 CFM minimum
(100 PSI) Compressor _____

17 Gallon minimum air tank and 50' x ½" spring rewind hose reel with quick disconnects. Blow gun and tire inflator with pressure gauge shall be provided. _____

LIGHTING
All body lighting shall meet FMVSS 108 regulations. _____

LED S/T/T lights, backup lights, and marker lights shall be provided. _____

LED compartment lights in hose reel compartment and side storage compartments shall be provided. _____

All hose to dispense nozzle connections shall be equipped with swiveling features to eliminate tangling of hoses. _____

All system reels shall be equipped with industrial grade hoses, fittings and dispense nozzles. _____

Waste oil and coolant recovery systems shall include hoses nozzles, valves and pump features necessary to accommodate ingress and egress of material. _____

All fuel, oil, coolant delivery systems shall be filtered. A replacement set of all filters shall be provided with the delivery. _____

All required placards, warning, safety and instructional labels shall be applied accordingly. These labels shall be in English and or be of U.S. values\measurements. Placards and labels shall be durable and permanently mounted. _____

All tanks shall be certified for any required pressure and or applicable testing. _____

All meters and gauges shall be of U.S. Measurements and values. _____

Fuel\Lube Body Warranty
The body manufacturer shall provide the follow warranty coverage for The part and labor they provide: _____

5 years for pumps, reels and meters. _____

2 years for the complete body, to include but not limited to:
Tanks hoses and paint. _____

Required Accessories

1. (1) set wheel chocks per truck. _____

2. (3) sets of all keys required for each truck. _____

3. (1) Line setting ticket (*fast moving parts list*) per truck. _____

4. All mounting hardware for license plates. _____

SPECIFICATIONS: **BIDDING ON / REMARKS:**

5. Back-Up Warning Alarm
An automatic, audible alarm shall be installed behind the rear axle and shall comply with the Society of Automotive Engineers published Back-up Alarm Standards (SAE J994). The alarm shall have a protective deflector shield. _____

Safety Equipment:
Fire extinguisher and First aid kit shall be installed where they can be easily accessed by the operator. _____

Warning Devices:
1. Each truck shall contain at least three **(3)** reflectorized triangle road warning devices mounted in an accessible place in the driver's compartment or outside storage compartment. These devices must meet requirements in FMVSS 125. _____

2. Beacon Lights:
(2) two strobe type amber colored beacon warning lights shall be installed (1) on top of cab and one on top of reel compartment. Lights shall be water proof and shall have branch guards. _____

Note:
1) Equipment shall be fully assembled with all attachments \ implements and or accessories. _____

2) Factory recommended Pre-Operation serviced. _____

3) Operation ready upon delivery to DPW. _____

Markings:
Permanent\Visible adhesive markings must be installed upon delivery. Marking shall include the following: (on both sides of cab) _____

1) Government of Guam \ For official use only _____

2) Department \Agency Logo.
(Contact Dept. representative for design) _____

3) 2 inch lettering required. _____

Required Manuals:
(2 ea. Hard copy & CD ROM Illustrated all in English) _____

Operator's, Shop Repair & Preventive Maintenance and parts manuals for all components of equipment delivered. To include troubleshooting and diagnostic techniques. _____

Line setting ticket; fast moving parts list. _____

Special Provision:
Factory Inspection Trip "Post *construction and assembly\ Pre- shipment inspections":*

The contractor shall include in the bid/quote price, (1) factory inspection trip for (2) two employees from the Department of Public Works (DPW) for the purpose of the inspection and testing prior to the shipment of the Fuel\Lube truck\s. _____

SPECIFICATIONS: **BIDDING ON / REMARKS:**

In addition to the bidder or its representative, the inspection trips shall be attended by DPW personnel involved in, or responsible for, the writing of the bid specifications, final acceptance, maintenance or operation of the Fuel\Lube truck. The trip will be to inspect the finished product, perform operational tests on truck and to ensure compliance to specifications prior to ocean shipping from the Fuel\ Lube body manufacturer's factory or final assembly plant, and shall consist of the following criteria: _____

1) Workmanship _____
2) Quality Conformance and compliance to bid specifications _____
3) First production Vehicle\Equipment _____
4) Customer Orientation\Product briefing. To include operational training 4-8 hour The inspection trips shall be of such minimum duration that allows for business at hand to be completed and scheduled to allow adequate time for discrepancies to be addressed and corrected before the Truck is to be shipped to Guam. The factory inspection shall be for a minimum of Two (2) days: 1 day for inspection, 1 day for product briefing and operational training. The inspection shall be scheduled take place no less than 12 hours after arrival to place of lodging. Departure back to Guam shall be scheduled no less than 12 hours after the final day of inspection. _____

The successful bidder shall provide round trip air fare, transportation and accommodations for (2) two representatives from the Department of Public Works for the post construction inspection and shall be responsible for the cost of: _____

1. Transportation: Guam to Factory location and Return to Guam, From lodging to factory\ assembly plant and return (*i.e. rental vehicle or shuttle service*) _____

2. Lodging: 1 Hotel Room per employee with (Full sized bed, Air-conditioning\heater, free Wi-Fi access) (3) Three days\nights minimum. _____

   Lodging shall be located within a reasonable distance from factory\assembly plant. _____

3. Quantity: (2) Two Employees.

4. Meals: 3 meals per day, per employee to include days in transit. _____

***Note: The successful bidder shall provide travel information to DPW, Transportation Maintenance Division no less than (21) twenty one calendar days prior to the scheduled departure dates.**

( ) **Yes,** will comply with all requirements of the provision for Factory inspection as specified.
( ) **NO,** remarks: _____

Shipping: The truck\s shall be shipped roll-on\roll-off, below deck to minimize the effects of ocean spray.

( ) **Yes,** as requested:
( ) **NO,** remarks: _____

Build Sheet: A factory certified document that states the standard and optional features provided on the equipment offered with this proposal shall be included upon delivery. (*A manufacturer's brochure dose not satisfy this requirement).*

( ) **Yes,** as requested:
( ) **NO,** remarks: _____

Factory Recalls
All factory recalls, modification, news bulletins, illustrations, etc. shall be routed to DPW Transportation Maintenance division throughout the life of the equipment.

( ) **Yes,** as requested:
( ) **NO,** remarks: _____

Training Required:
The successful bidder shall provide basic training associated with the equipment delivered. Government of Guam personnel shall be briefed on but not limited to the following:
Safe and efficient operating skills, Pre \ Post operation points of emphasis and Preventive Maintenance. (Training will be attended by 4-5 Government of Guam Employees)

( ) **Yes,** as requested:
( ) **NO,** remarks: _____

Warranty: ***(All guarantee, warranty, and service periods begin on date of acceptance).***
The successful bidder shall **guarantee** all parts, components and attachments associated with the equipment delivered to be free from defects in material and workmanship for the period of (1) year / unlimited hours starting at the date of acceptance. **Unlimited** to include lights, fuses etc. **Unless defect is determined to be caused by obvious operator negligence.**

( ) **Yes,** as requested:
( ) **NO,** remarks: _____

The successful bidder shall also provide the chassis manufacture's standard or extended warranty. (No less than 24 months 24,000 miles) **Certification of Manufacturer's warranty and its limitations shall be provided upon delivery of the equipment.**

( ) **Yes,** as requested:
( ) **NO,** remarks: _____

Service\ Preventive maintenance:
Successful bidder will perform all the chassis manufacture's recommended service through the duration of stated manufacturer's standard or extended powertrain warranty period **(no less than 24 months\24,000 miles at no additional cost to the Government of Guam.) Documentation\Service contract shall be included with the delivery of equipment.**

( ) **Yes,** as requested:
( ) **NO,** remarks: _____

Warranty and service conditions:
The successful bidder shall be fully responsible to entertain, address, negotiate and schedule any and all warranty related issues whether in house or with outside vendors.

( ) **Yes,** as requested:
( ) **NO,** remarks: _____

The successful bidder shall provide service such as preventive maintenance, diagnostic, repair or adjustments of the equipment on government premises or field location. If repair cannot be done on location, bidder shall have equipment transfer to shop where repair can be executed at any time within the warranty\service period.

( ) **Yes,** as requested:
( ) **NO,** remarks: _____

The successful bidder shall be responsible for all cost associated with warranty and service.
To include but not limited to: Transport, diagnostic, parts, labor, disposal etc.

( ) **Yes,** as requested:
( ) **NO,** remarks: _____

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

( ) **Yes,** as requested:
( ) **NO,** remarks: _____

All warranty and maintenance services shall be performed by manufacturer\factory trained \ authorized technicians.

( ) **Yes,** as requested:
( ) **NO,** remarks: _____
Due to nature of services provided by the Government of Guam all maintenance and warranty repairs shall be subject to **priority scheduling and performed expeditiously.**

( ) **Yes,** as requested:
( ) **NO,** remarks: _____

If equipment is out of service for (7) seven consecutive days or longer awaiting parts, service or repairs, the total amount of time will added to existing warranty period.

( ) **Yes,** as requested:
( ) **NO,** remarks: _____

NOTE:

Partial deliveries will not be accepted. All requirements specified must be provided at time of delivery.

Bidder shall identify on their bids any deviations from requirement on remarks column and state item being offered to evaluation processing. Failure to comply may result in rejection of bid.

Manufacture's brochure shall be furnished with this bid proposal.

Certificate of Origin will be provided at time of delivery.

Vehicle\Equipment must be inspected and pass inspection by authorized safety inspection station.

Equipment must be delivered to **the Department of Public Works** for inspection and acceptance.

BIDDING ON:

MANUFACTURED BY:_____
YEAR: _____

MAKE: _____
MODEL:_____

DATE OF DELIVERY: _____

These specifications were developed by the staff of the Department of Public Works, Transportation Maintenance Division and approved by: Glenn Leon Guerrero, Director and Paul N.I. Cepeda, Superintendent TMD