



GENERAL SERVICES AGENCY
(Ahensian Setbision Hinirat)

Government of Guam

148 Route 1 Marine Drive, Piti Guam 96915

Tel: 475-1713 * Telefax: 472-4217; 475-1716; 475-1727

Accountability	*	Impartiality	*	Competence	*	Openness	*	Value
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INVITATION FOR BID NO. : GSA/PAG-003-14

DESCRIPTION:

2013 Model or Newer Mobile Container/ Vehicle Screening System

SPECIAL REMINDER TO PROSPECTIVE BIDDERS

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

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

- a. Cashier's Check or Certified Check
- b. Letter of Credit
- c. Surety Bond – Valid only if accompanied by:
 - 1. Current Certificate of Authority issued by the Insurance Commissioner;
 - 2. Power of Attorney issued by the Surety to the Resident General Agent;
 - 3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.

(X) **BROCHURES/DESCRIPTIVE LITERATURE;**

(X) **AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSION**

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

(X) **OTHER REQUIREMENTS:**

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

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 _____, 2014, I, _____,

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

Bidder Representative's Signature

Invitation for Bid: GSA/PAG-003-14

ACKNOWLEDGEMENT RECEIPT FORM

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

Name _____

Signature _____

Date _____

Time _____

Contact Number _____

Fax Number _____

Contact Person regarding IFB _____

Title _____

E-Mail Address _____

Company/Firm _____

Address _____

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

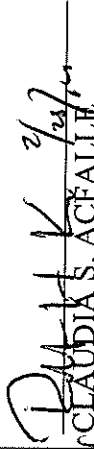
NOTE: MANDATORY PRE-BID CONFERENCE ON MARCH 5, 2014 AT 2:00 PM TO BE HELD IN THE GENERAL SERVICES AGENCY CONFERENCE ROOM.

NOTE: ALL QUESTIONS AND CONCERNS MUST BE SUBMITTED VIA FAX NO LATER THAN CLOSE OF BUSINESS, MARCH 6, 2014. QUESTIONS OR CONCERNS SUBMITTED AFTER THIS DATE WILL NOT BE ENTERTAINED.

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: 2/25/14

BID INVITATION NO: GSA/PAG-003-14

BID FOR: 2013 Model or Newer Mobile Container/ Vehicle Screening System

SPECIFICATION: Refer to pages 28- 38

DESTINATION: PORT AUTHORITY OF GUAM

REQUIRED DELIVERY DATE: 180 Days Upon Receipt 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)10:00 AM .Date:3/12/14 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 60 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: _____

AFFIDAVIT RE ETHICAL STANDARDS

TERRITORY OF GUAM)
) ss.
HAGATNA, GUAM)

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

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

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

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

NOTARY PUBLIC
My commission expires _____.

AFFIDAVIT re NO GRATUITIES or KICKBACKS

TERRITORY OF GUAM)
) ss.
HAGATNA, GUAM)

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

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

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 _____.

Eddie Baza Calvo
Governor

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

Ray Tenorio
Lt. Governor



Benita Mangiona
Director, Dept. of Admin.

Anthony C. Blaz
Deputy Director

Special Provisions

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

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

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

Subscribed and sworn before me this _____ day of _____, 2014

Notary Public

Eddie Baza Calvo
Governor

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

Ray Tenorio
Lt. Governor



Benita Manglona
Director, Dept. of Admin.

Anthony C. Blaz
Deputy Director

FORM E

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

Procurement No: GSA/-PAG-003-14

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

REGISTER OF WAGE DETERMINATIONS UNDER U.S. DEPARTMENT OF LABOR
 THE SERVICE CONTRACT ACT EMPLOYMENT STANDARDS ADMINISTRATION
 By direction of the Secretary of Labor WAGE AND HOUR DIVISION
 WASHINGTON D.C. 20210

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

States: Guam, Northern Marianas, Wake Island

Area: Guam Statewide
 Northern Marianas Statewide
 Wake Island Statewide

Fringe Benefits Required Follow the Occupational Listing		FOOTNOTE	RATE
OCCUPATION CODE - TITLE			
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
4000 - Information Technology Occupations	
14041 - Computer Operator I	13.65
14042 - Computer Operator II	15.76
14043 - Computer Operator III	17.56
14044 - Computer Operator IV	19.50
14045 - Computer Operator V	21.81
14071 - Computer Programmer I	15.73
14072 - Computer Programmer II	19.50
14073 - Computer Programmer III	23.84
14074 - Computer Programmer IV	
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	(see 1)
14160 - Personal Computer Support Technician	(see 1)
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	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	
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	10.09
24570 - Child Care Attendant	12.58
24580 - Child Care Center Clerk	12.43
24610 - Chore Aide	12.44
24620 - Family Readiness And Support Services Coordinator	16.12
24630 - Homemaker	15.43
25000 - Plant And System Operations Occupations	14.49
25010 - Boiler Tender	15.43
25040 - Sewage Plant Operator	10.73
25070 - Stationary Engineer	14.49
25190 - Ventilation Equipment Tender	15.43
25210 - Water Treatment Plant Operator	10.90
27000 - Protective Service Occupations	14.49
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	9.53
28041 - Carnival Equipment Operator	10.08
28042 - Carnival Equipment Repairer	7.78
28043 - Carnival Equipment Worker	13.18
28210 - Gate Attendant/Gate Tender	11.01
28310 - Lifeguard	14.74
28350 - Park Attendant (Aide)	10.76
28510 - Recreation Aide/Health Facility Attendant	18.26
28515 - Recreation Specialist	11.74
28630 - Sports Official	17.71
28690 - Swimming Pool Operator	15.20
29000 - Stevedoring/Longshoremen Occupational Services	15.20
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	20.74
Surface Programs	
30621 - Weather Observer, Senior	23.00
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	8.15
31030 - Bus Driver	9.69
31043 - Driver Courier	8.97
31260 - Parking and Lot Attendant	7.25
31290 - Shuttle Bus Driver	9.99
31310 - Taxi Driver	8.21
31361 - Truck-driver, Light	8.97
31362 - Truck-driver, Medium	11.61
31363 - Truck-driver, Heavy	12.48
31364 - Truck-driver, Tractor-Trailer	12.48
99000 - Miscellaneous Occupations	
99030 - Cashier	7.46
99050 - Desk Clerk	9.70
99095 - Embalmer	22.74
99251 - Laboratory Animal Caretaker I	16.24
99252 - Laboratory Animal Caretaker II	17.04
99310 - Mortician	22.74
99410 - Pest Controller	13.28
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	10.76
99711 - Recycling Specialist	16.27
99730 - Refuse Collector	10.24
99810 - Sales Clerk	8.95
99820 - School Crossing Guard	15.03
99830 - Survey Party Chief	20.30
99831 - Surveying Aide	11.54
99832 - Surveying Technician	15.00
99840 - Vending Machine Attendant	20.19
99841 - Vending Machine Repairer	23.57
99842 - Vending Machine Repairer Helper	20.19

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

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

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

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

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

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

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

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the

employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordance, explosive, and incendiary ordance 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.

Eddie Baza Calvo
Governor

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

Ray Tenorio
Lt. Governor



Benita Manglona
Director, Dept. of Admin.

Anthony C. Blaz
Deputy Director

AFFIDAVIT re NON-COLLUSION

TERRITORY OF GUAM)
) ss.
HAGATNA, GUAM)

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

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

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

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

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

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

NOTARY PUBLIC
My commission expires _____.

AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSION

TERRITORY OF GUAM)
) SS:
 HAGATNA, GUAM)

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

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

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

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

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

 NOTARY PUBLIC
 My commission expires _____

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 _____ 2014

(WITNESS)

(TITLE)

(MAJOR OFFICER OF SURETY)

(TITLE)

(MAJOR OFFICER OF SURETY)

(TITLE)

(RESIDENT GENERAL AGENT)

(PRINCIPAL) (SEAL)

INSTRUCTION TO PROVIDERS:

NOTICE to all Insurance and Bonding Institutions:

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

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

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

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

**GOVERNMENT OF GUAM
GENERAL TERMS AND CONDITIONS**

SEALED BID SOLICITATION AND AWARD

Only those Boxes checked below are applicable to this bid.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[X] 30. **GUARANTEE:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[X] 40. **LIQUIDATED DAMAGES:** When the contractor is given notice of delay or nonperformance as specified in Paragraph 1 (Default) of the Termination for Default Clause of this contract and fails to cure in the time specified, the contractor shall be liable for damages for delay in the amount of one-fourth of one percent (1%) of outstanding order per calendar day from date set for cure until either the territory reasonable obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contractor's delay or nonperformance is excused under Paragraph 40 (Excuse for Non-performance or Delayed Performance) of the Termination for Default Clause of this contract, liquidated damages shall not be due the territory. The contractor remains liable for damages caused other than by delay. 2 GAR, Div. 4 §6101(9) (a).

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

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

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

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

Name: _____ Title: _____

Address: _____ Telephone: _____

GOVERNMENT OF GUAM

SEALED BID SOLICITATION INSTRUCTIONS

1. **BID FORMS:** Each bidder shall be provided with 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 initiated by the person signing the bid. Bids signed by an agent are to be accompanied by evidence of this authority unless such evidence has been previously furnished to the issuing office.
- c) Unit price for each unit offered shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the amount column 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 uninformed bidders.

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

5. **SUBMISSION OF BIDS:**

- a) Bids and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the Solicitation. The bidder shall show the hour and date specified in the Solicitation for receipt, the Solicitation number, and the name and address of the bidder on the face of the envelope.
- b) Telegraphic bids will not be considered unless authorized by the Solicitation. However, bids may be modified or withdrawn by written or telegraphic notice, provided such notice is received prior to the hour and date specified for receipt (see paragraph 6 of these instructions).
- c) Samples of items, when required, must be submitted within the time specified, unless otherwise specified by the Government, at no expense to the Government. If not destroyed by testing, samples will be returned at bidder's request and expense, unless otherwise specified by the Solicitation.
- d) Samples or descriptive literature should not be submitted unless it is required on this solicitation. Regardless of any attempt by a bidder to condition the bid, unsolicited samples or descriptive literature will not be examined or tested at the bidder's risk, and will not be deemed to vary any of the provisions of this Solicitation.

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

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

- a) **Definition:** Any bid received after the time and date set for receipt of bids is late. Any withdrawal or modification of a bid received after the time and date set for opening of bids at the place designated for opening is late (Guam Procurement Regulations 2 GAR, Div.4 §3109(k)).
- b) **Treatment:** No late bid, late modification, or late withdrawal will be considered unless received before contract award, and the bid, modification, or withdrawal would have been timely but for the action or inaction of territorial personnel directly serving the procurement activity.

8. DISCOUNTS:

- a) Notwithstanding the fact that prompt payment discounts may be offered, such offer will not be considered in evaluating bids for award unless otherwise specified in the Solicitation. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of bids.
 - b) In connection with any discount offered, time will be computed from date of delivery and acceptance of the supplies to the destination as indicated in the purchase order or contract. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Government check.
- 9. GOVERNMENT FURNISHED PROPERTY:** No material, labor or facilities will be furnished by the Government unless otherwise provided for in the Solicitation.
- 10. SELLER' INVOICES:** Invoices shall be prepared and submitted in quadruplicate (one copy shall be marked "original") unless otherwise specified. Invoices shall be "certified true and correct" and shall contain the following information: Contract and order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices, and extended total. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading.
- 11. RECEIPT, OPENING AND RECORDING OF BIDS:** Bids and modifications shall be publicly opened in the presence of one or more witnesses, at the time, date, and place designated in the Invitation for Bids. The name of each bidder, the bid price, and such other information as is deemed appropriate by the Procurement Officer, shall be read aloud and recorded, or otherwise made available. The names and addresses of required witnesses shall be recorded at the opening. The opened bids shall be available for public inspection except to the extent the bidder designates trade secrets or other proprietary data to be confidential as set forth in accordance with Section 12, below. Material so designated shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. Prices, makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary (Guam Procurement Regulations 2 GAR, Div.4 §3109(k)).
- 12. CONFIDENTIAL DATA:** The Procurement Officer shall examine the bids to determine the validity of any requests for nondisclosure of trade secrets and other proprietary data.

GENERALS: On May 17, 2010, the US Department of Homeland Security Customs and Border Protection (CBP) completed its Non-Intrusive Inspection (NII) Systems Program. Funded by the American Recovery and Reinvestment Act (ARRA) of 2009, the US CBP must expend \$100 Million strictly on NII systems. The NII Systems Program (large scale and small scale) supports the detection and prevention of contraband, including weapons of mass destruction, illicit radioactive materials, illicit drugs, currency and other illegal contraband from entering or furthering their entry into the United States and its territories.

The \$100 Million supported the acquisition and deployment of:

- **Large Scale NII** (89.8 Million):
 - 12 large-scale replacement systems for scanning containerized shipments and tractor trailer trucks/other vehicles at 6 sea Ports of Entry (POEs) and 6 land POEs (\$36 million);
 - 5 large-scale high-energy systems for new ports (\$15 million);
 - 24 low-energy mobile systems for scanning cargo container and passenger vehicles (cars, RVs, and buses) at 10 LPOEs and 14 air POEs (\$21.7 million); and
 - 12 low-energy portal systems for scanning tractor trailer trucks/other vehicles at 10 LPOEs (\$17.1 million).
- **Small-Scale NII** (\$10.2 million):
 - Additional small-scale equipment (\$2.55 million); and
 - Replacement small-scale equipment (\$7.65 million).

Following the precedence set forth by the US CBP in the acquisition of large and small scale NII systems, the Port Authority of Guam, in coordination with the Department of Public Works and the Guam Customs and Quarantine Agency, have developed these specifications based on US CBP technical requirements and have been written to describe minimum equipment and performance requirements to be supplied by the equipment manufacturer bidding. Reasonable tests may be conducted upon delivery before acceptance.

All bidders, depending on the product they represent, can bid on any of the following three (3) categories that the US Department of Homeland Security Customs and Border Protection (CBP) has deemed acceptable as national standards for the various types of Energy Level Systems that they have purchased and are now deployed across the nation under the National Intrusion Inspection (NII) Program. These categories are:

- Mobile Low Energy System
- Mobile Medium Energy System
- Mobile High Energy System

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

The government reserves the right: 1) to accept and/or reject any and all bids2) to award the bid to the lowest responsible and responsive bidder as deemed to be in the best interest of the government.

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<u>Item No.</u>	<u>Description</u>	<u>QTY</u>	<u>UOM</u>	<u>Unit Cost</u>	<u>Extended Price</u>
1.1	2013 Model of Newer Mobile Container/ Vehicle Screening Sytem; minimum Capacity of 4 people or equal Category 1 (Low Energy System)	1	EA	\$ _____	\$ _____

CATEGORY 1 – (LOW ENERGY) SYSTEMS The Systems Configuration and Operational Specifications Must be based on the Mobile System Configuration:

The Systems Configurations and Operational Specifications will differ slightly based on the system configuration of either fixed or mobile. Systems in this level of performance can be used to scan passenger traffic, containers, and vehicles. The requirements that apply to all Low Energy Systems are as follows:

Specifications:

Operating Hours - The NII system shall be capable of normal operations of 16 hours a day, 6 days a week, 52 weeks a year during an operating life of 10 years but it shall also be capable of operating 24 hours a day, 7 days a week.

Operational Environment - Capable of operating in temperatures ranging from -30°C to 50°C (-22° F to 122°F). Capable of operating in high humidity and high winds. If not enclosed in a shelter, must be able to operate in medium intensity rain, sleet, freezing rain, and blowing sand.

Scan Capability - Shall be capable of scanning all containers, Privately Owned Vehicles (POV), including cars, trucks, SUVs, and motorcycles. Shall also be capable of scanning buses.

Number of Operators - These systems shall be able to be operated with 1 or 2 operators, no more than 4.

Real Time Imaging – Must provide Real Time Imaging so that the image is displayed during the scan with a delay of no more than 3 seconds.

Image Quality – Images are to appear clear, have sharp edges, and have an Aspect Ratio that is not compressed.

Signal Processing – Shall have image enhancement features that allow the Operator to enlarge the image, change its color, change its contrast and brightness, and sharpen its edges for the entire image and for a selectable Region of Interest.

Video Image - Shall be equipped with at least one Pan-Tilt-Zoom (PTZ) camera or an Optical Character Reader (OCR) capable of automatically taking a snapshot of the license plate number of the vehicle being scanned and storing it with the Image Data Set.

Notes - Shall provide the capability for the Operator to enter notes, up to 256 characters, as part of the Image Data Set.

Release/Hold Decision – Shall have the capability to tag an image as Suspect or Non-Suspect and store that decision with the Image Data Set.

N.25 - Shall be in compliance with N.25 Version 1.5.0.6 and Interface Control Document (ICD) Version 4 or the latest version available at the time of award. Compliance shall only extend to the ability to transmit N.25 messages and be compatible with the external system interface described in the ICD. The system shall also have an ON/Off switch to enable or disable this feature.

Bidding On Remarks:

Manifest Scanning – Shall have the capability to scan a paper Manifest and store it with the Image Data Set. The capability to scan an electronic manifest and store it with the Image Data Set is desired.

Material Discrimination – Shall have the capability to distinguish between Organic and Inorganic materials.

Smart Signal Processing - Smart signal processing that automatically identifies drugs, explosives, weapons and potential casings for radioactive materials is preferred, but not required.

MOBILE LOW ENERGY SYSTEMS CONFIGURATION:

Vehicle Requirements - The Low Energy Mobile vehicle will be required to meet the following requirements:

- a) The vehicle shall have a crew cab able to accommodate up to 4 Officers (1 driver and 3 passengers).
- b) The vehicle shall have 4 wheel drive allowing for off-road usage.
- c) The chassis shall be a standard commercial chassis capable of being serviced by certified mechanics.
- d) Chassis gross vehicle weight shall commensurate with mobile screening unit.
- e) The vehicle shall have a minimum ground clearance of 16 inches.
- f) The vehicle windows shall be tinted using applicable regulations and following national standards for the amount of tint allowed in each state.
- g) The vehicle shall have power mirrors, windows and door locks.
- h) The vehicle shall have an automatic transmission.
- i) The vehicle and the on board power system (generator) shall utilize the same fuel type
- j) The vehicle shall be able to operate in tight confines.
- k) The vehicle shall be equipped with an audible type backup system and backup sensor with a LED visual indicator mounted in plain site on the dash.

Travel

Configuration: Must be able to travel on highways with a maximum height of 13 ft. 6 inches, a width of 8ft. 6 inches (light, mirrors, and other required devices may extend an additional 10 inches on each side) and a length of 40 ft total weight shall not exceed 20,000 lbs or the vehicle's Gross Vehicle Weight Rating (GVWR) whichever is less.

Operating Area - Shall be able to operate in an area no wider than 20 ft.

Radiation Control Area. - The RCA shall be no wider than 20 ft. nor extend more than 5 ft. beyond the length of the container being scanned. The RCA shall be based on 20 scans in any one hour at a scan speed of 3.0 mph.

Dose Rate Limit. - The radiation dose to System Operators and personnel outside the boundary of the RCA shall not exceed 50 μ R (0.05 mR) in any one hour.

Continuous Scan Capability –

Shall be capable of scanning up to 5 containers without stopping and up to 10 preferred, with each container being treated as a single image.

Stationary Scan – Shall have a stationary scan capability with and without the use of external power.

Throughput - Shall have a throughput of 15 containers per hour and up to 20 per hour preferred. Throughput determination shall include the time it takes to conduct the scan, analyze the image, make data entries and make a Suspect or Non-Suspect decision.

Image Display - Shall be capable of displaying the entire length and height of the scanned container.

Detection Capability - Shall be capable of detecting at least 10 lbs of organic material directly behind a minimum 0.24 inches of steel at a distance of 5 ft. at a scan speed of 3.0 mph.

Penetration - Transmission Systems shall have a Penetration of at least 1.5 inches of steel as measured in accordance with ANSI N42.46-2008. Reflective systems shall have a Penetration of at least 0.24 inches. The speed used to determine Penetration shall be 3.0 mph.

Contrast - Transmission Systems shall have a Contrast Sensitivity of 5% or better at 50% of maximum penetration as measured in accordance with ANSI N42.46-2008. Reflective Systems shall have a Layer Contrast of 4.5 mm (0.177 inches) or better and an Isolation Contrast of 0.75 mm (0.030 inches) or better. The speed used to determine Contrast shall be 3 to 5 mph.

Docking Station - Shall be equipped with a key lockable Docking Station for an OIT (US Office of Information Technology) approved ruggedized laptop computer that allows for easy access by the Primary Operator.

Spatial Resolution - Transmission Systems shall have a Spatial Resolution of 0.5 inches or better as measured in accordance with ANSI N42.46-2008. Reflective Systems shall have a Spatial Resolution of .28 or better. The speed used to determine Spatial Resolution shall be the same speed used to determine the RCA, i.e., 3 to 5 mph.

Power Requirement – Shall be capable of operating on the following utility power: 120 V, 60 cycles (60 hertz). Shall have a surge protector to protect against surges in utility power.

<u>Item No.</u>	<u>Description</u>	<u>QTY</u>	<u>UOM</u>	<u>Unit Cost</u>	<u>Extended Price</u>
2.1	2013 Model of Newer Mobile Container/ Vehicle Screening System; minimum Capacity of 4 people or equal Category 2 (Medium Energy System)	1	EA	\$ _____	\$ _____

CATEGORY 2 – (MEDIUM ENERGY) The Systems Configuration and Operational Specifications Must be based on the Mobile System Configuration:

The Systems Configurations and Operational Specifications will differ slightly based on the system configuration of either fixed or mobile. Systems in this level of performance can be used to scan passenger traffic, containers, and vehicles. The requirements that apply to all Medium Energy Systems are as follows:

Operating Hours - The NII system shall be capable of normal operations of 16 hours a day, 6 days a week, 52 weeks a year during an operating life of 10 years but it shall also be capable of operating 24 hours a day, 7 days a week. _____

Operational Environment - Capable of operating in temperatures ranging from -30°C to 50°C (-22° F to 122°F). Capable of operating in high humidity and high winds. If not enclosed in a shelter, must be able to operate in medium intensity rain, sleet, freezing rain, snow, and blowing sand. Options for cold weather packages, and warm weather packages are also desired to allow operations in temperatures down to -40°C (-40°F), or up to 60°C (140°F) are desired, but not required. _____

Power Requirements - Mobile systems shall be capable of operating on the following external (utility) power: 120 Volt, 60 cycles (60 hertz). Shall have a surge protector or other device to condition the external power and prevent power surges. _____

Number of Operators - The systems shall normally be able to be operated with 1 or 2 Operators, but in no case more than 4. _____

Image Display - Must be capable of displaying the entire length of the scanned conveyance and its height from the wheel axle to the top of the conveyance. _____

Real Time Imaging – Must provide Real Time Imaging so that the image is displayed during the scan with a delay of no more than 3 seconds. _____

Image Quality – Images are to appear clear, have sharp edges, and have an Aspect Ratio that is not compressed. _____

Signal Processing – Shall have image enhancement features that allow the Operator to enlarge the image, change its color, contrast and brightness, sharpen and smooth its edges, and reduce noise for the entire image and for a selectable Region of Interest. _____

Video Image - Shall be equipped with at least one Pan-Tilt-Zoom (PTZ) camera capable of automatically taking a snapshot of the license plate number or cargo container number of the conveyance being scanned and storing it with the Image Data Set. _____

Notes - Shall provide the capability for the Operator to enter notes, up to 256 characters as part of the Image Data Set. _____

Release/Hold Decision – Shall have the capability to tag an image as Suspect or Non- Suspect and store that decision with the Image Data Set.

N.25 - Shall be in compliance with N.25 Version 1.5.0.6 and Interface Control Document (ICD) Version 4 or the latest version available at the time of award. Compliance shall only extend to the ability to transmit N.25 messages and be compatible with the external system interface described in the ICD. The system shall also have an ON/Off switch to enable or disable this feature.

Manifest Scanning – Shall have the capability to scan a paper Manifest and store it with the Image Data Set. The capability to scan an electronic manifest and store it with the Image Data Set is desired.

Material Discrimination – The capability to distinguish between Organic, Intermediate (Mixed) and Metallic materials based on their atomic number (Z) is desired, but not required. Material categories are to be color-coded as follows:
Organic - Orange, Intermediate - Green and Metallic - Blue.
Shades of these colors are to be used to indicate thickness.

Smart Signal Processing - Smart signal processing that automatically identifies drugs, explosives, weapons and potential casings for radioactive materials is preferred, but not required.

MOBILE MEDIUM ENERGY SYSTEMS CONFIGURATION:

Vehicle Requirements - The Medium Energy Mobile vehicle will be required to meet the following requirements:

- a) The vehicle shall have a crew cab able to accommodate up to 4 Officers (1 driver and 3 passengers).
- b) The chassis shall be a standard commercial chassis capable of being serviced by certified mechanics.
- c) Chassis gross vehicle weight shall commensurate with mobile screening unit.
- d) The vehicle shall have a minimum ground clearance of 16 inches.
- e) The vehicle windows shall be tinted using applicable regulations and following national standards for the amount of tint allowed in each state.
- f) The vehicle shall have power mirrors, windows and door locks.
- g) The vehicle shall have an automatic transmission.
- h) The vehicle and the on board power system (generator) shall utilize the same fuel type
- i) The vehicle shall be able to operate in tight confines.
- j) The vehicle shall be equipped with an audible type backup system and backup sensor with a LED visual indicator mounted in plain site on the dash.

Travel Configuration – Must be able to travel on highways with a maximum height of 13 ft. 6 inches, a width of 8 ft. 6 inches (lights, mirrors, and other required devices may extend an additional 10 inches on each side), and a length of 40 ft. Total weight shall not exceed 26,000 lbs or the vehicle’s Gross Vehicle Weight Rating (GVWR) whichever is less.

Level - Each mobile unit shall be equipped with a level that shows the tilt (side to side) angle of the unit with the Boom stowed and with the Boom deployed.

Radiation

Control Area. - The Radiation Control Area (RCA) shall be no wider than 60 ft. and no longer than 120 ft. to scan a 45 ft. container. The RCA boundary will be based on 20 scans in any one hour when scanning at the slowest selectable speed.

Dose Rate Limit.

- The radiation dose from Mobile systems shall not exceed 0.05 mR in any one hour for System Operators and personnel outside the boundary of the RCA.

RPM Interference

- Mobile systems placed at 500 ft. or more from a Primary RPM shall be shielded so that they do not interfere with the RPM's operation, i.e., cause the RPM to alarm when occupied or raise the background level to such an extent that the sensitivity of the RPM is reduced to an unacceptable level.

Scan Size - Must be capable of scanning conveyances 15 high and 80 ft. in length.

Continuous Scan

Capability – Shall be capable of scanning up to 5 targets without stopping, and up to 10 preferred, with each target being treated as a single image.

Stationary Scan

– Shall have a stationary scan capability with and without external (utility) power. Shall be capable of operating on the following external power: 120 Volt, 60 cycles (60 hertz). Shall have a surge protector or other device to condition the external power and prevent surges. A 50 ft., up to 100 ft. preferred, power cable capable of transmitting the required electrical power that can be connected to an external power receptacle shall be provided.

Throughput

- Shall have a throughput of at least 20 conveyances per hour. Throughput determination will include the time it takes to conduct the scan, analyze the image, make data entries or scan a manifest, and make a Suspect or Non-suspect decision.

Penetration

- Penetration through a minimum of 3 inches of steel is required and up to 8 inches preferred, as measured in accordance with ANSI N42.46-2008. The speed used to determine Penetration shall be the same speed that was used to determine the RCA, i.e., the slowest selectable speed.

Contrast Sensitivity

- A Contrast Sensitivity of 5% at 50% of maximum Penetration is required and up to 5% at 80% of maximum Penetration preferred, as measured in accordance with ANSI N42.46-2008. The speed used to determine Contrast Sensitivity shall be the same speed that was used to determine the RCA, i.e., the slowest selectable speed.

Spatial Resolution.

- A Spatial Resolution of 0.5 inches is required and up to 0.125 inches preferred, as measured in accordance with ANSI N42.46-2008. The speed used to determine Spatial Resolution shall be the same speed that was used to determine the RCA, i.e., the slowest selectable speed.

14. Docking Station. - Shall be equipped with a key lockable Docking Station for an OIT (US Office of Information Technology) approved ruggedized laptop computer that allows for easy access by the Primary Operator.

<u>Item No.</u>	<u>Description</u>	<u>QTY</u>	<u>UOM</u>	<u>Unit Cost</u>	<u>Extended Price</u>
3.1	2013 Model of Newer Mobile Container/ Vehicle Screening System; minimum Capacity of 4 people or equal Category 3(High Energy System)	1	EA	\$ _____	\$ _____

CATEGORY 3 – (HIGH ENERGY) The Systems Configuration and Operational Specifications Must be based on the Mobile System Configuration:

The System Configurations and Operational Specifications will differ slightly based on the Mobile system configuration. These systems will be used primarily to scan commercial traffic, containers, and vehicles that carries high density materials. The requirements that apply to all High Energy Systems are as follows:

Operating Hours - The NII system shall be capable of normal operations of 16 hours a day, 6 days a week, 52 weeks a year during an operating life of 10 years but it shall also be capable of operating 24 hours a day, 7 days a week.

Operational Environment - Capable of operating in temperatures ranging from -30°C to 50°C (-22° F to 122°F). Capable of operating in high humidity high winds. If not enclosed in a shelter, must be able to operate in medium Intensity rain, sleet, freezing rain, and blowing sand. Warm weather packages are also desired to allow operations in temperatures down to -40°C (-40°F), or up to 60°C (140°F are desired, but not required).

Number of Operators - The systems shall normally be able to be operated with 1 or 2 Operators, but in no case more than 4.

Image Display - Must be capable of displaying the entire length of the scanned conveyance and its height from the wheel axle to the top of the conveyance.

Real Time Imaging - Must provide Real Time Imaging so that the image is displayed during the scan with a delay of no more than 3 seconds.

Image Quality - Images are to appear clear, have sharp edges, and have an Aspect Ratio that is not compressed.

Signal Processing - Shall have image enhancement features that allow the Operator to enlarge the image, change its color, change its contrast and brightness, sharpen and smooth its edges, and reduce noise for the entire image and for a selectable Region of Interest.

Video Image - Shall be equipped with at least one Pan-Tilt-Zoom (PTZ) camera capable of automatically taking a snapshot of the license plate number or cargo container number of the conveyance being scanned and storing it with the Image Data Set.

Notes - Shall provide the capability for the Operator to enter notes, up to 256 characters as part of the Data Set.

Release/Hold Decision – Shall have the capability to tag an image as Suspect or Non-Suspect and store that decision with the Image Data Set.

N.25 - Shall be in compliance with N.25 Version 1.5.0.6 and Interface Control Document (ICD) Version 4 or the latest versions available at the time of award. Compliance shall only extend to the ability to transmit N.25 messages and be compatible with the external system interface described in the ICD. The system shall also have an ON/Off switch to enable or disable this feature.

Manifest Scanning – Shall have the capability to scan a paper Manifest and store it with the Image Data Set. The capability to scan an electronic manifest and store it with the Image Data Set is preferred, but not required.

Smart Signal Processing -

Smart signal processing that automatically identifies drugs, explosives, weapons and potential casings for radioactive materials is preferred, but not required.

MOBILE HIGH ENERGY SYSTEMS CONFIGURATION:

Vehicle Requirements - The High Energy Mobile vehicle will be required to meet the following requirements:

- a) The vehicle shall have a crew cab able to accommodate up to 4 Officers (1 driver and 3 passengers).
- b) The chassis shall be a standard commercial chassis capable of being serviced by certified mechanics.
- c) Chassis gross vehicle weight shall commensurate with mobile screening unit.
- d) The vehicle shall have a minimum ground clearance of 16 inches.
- e) The vehicle windows shall be tinted using applicable regulations and following national standards for the amount of tint allowed in each state.
- f) The vehicle shall have power mirrors, windows and door locks.
- g) The vehicle shall have an automatic transmission.
- h) The vehicle and the on board power system (generator) shall utilize the same fuel type
- i) The vehicle shall be able to operate in tight confines.
- j) The vehicle shall be equipped with an audible type backup system and backup sensor with a LED visual indicator mounted in plain site on the dash.

Travel

Configuration – Must be able to travel on highways with a maximum height of 13 ft. 6 inches, a width of 8 ft. 6 inches (lights, mirrors, and other required devices may extend an additional 10 inches on each side), and a maximum length of 40 ft. Total weight shall not exceed 80,000 lbs or the vehicle’s Gross Vehicle Weight Rating (GVWR) whichever is less.

Level - Each mobile unit shall be equipped with a level that shows the tilt (side to side) angle of the unit with the Boom stowed and with the Boom deployed.

Radiation

Control Area - The Radiation Control Area (RCA) shall be no wider than 140 ft. or longer than 120 ft. to scan a 45 ft. container. The RCA boundary will be based on 20 scans in any one hour when scanning at the slowest selectable speed.

Dose Rate Limit - The radiation dose from Mobile systems shall not exceed 0.05 mR in any one hour for System Operators and personnel outside the boundary of the RCA.

RPM Interference - Mobile systems placed at 800 ft. or more from a Primary RPM shall be shielded so that they do not interfere with the RPM's operation, i.e., cause the RPM to alarm when occupied or raise the background level to such an extent that the sensitivity of the RPM is reduced to the minimum level.

Scan Size - Must be capable of scanning conveyances 14 ft. 6 inches high and 75 ft. in length.

Continuous

Scan Capability – Shall be capable of scanning up to 6 targets without stopping (10 preferred) with each target being treated as a single image.

Stationary Scan – Shall have a stationary scan capability with and without external (utility) power. Shall be capable of operating on the following external power: 120 Volt, 60 cycles (60 hertz). Shall have a surge protector or other device to condition the external power and prevent surges. A 50 ft. (100 ft. preferred) power cable capable of transmitting the required electrical power that can be connected to an external power receptacle shall be provided.

Throughput - Shall have a throughput of at least 20 conveyances per hour. Throughput determination will include the time it takes to conduct the scan, analyze the image, make data entries or scan a manifest and make a Suspect or Non-suspect decision.

Penetration - Penetration through a minimum of 10 inches of steel is required and up to 15 inches preferred, as measured in accordance with ANSI N42.46-2008. The speed used to determine Penetration shall be the same speed that was used to determine the RCA, i.e., the slowest selectable speed.

Contrast Sensitivity - A Contrast Sensitivity of 2% at 50% of maximum Penetration is required and up to 2% at 80% of maximum Penetration preferred, as measured in accordance with ANSI N42.46-2008. The speed used to determine Contrast Sensitivity shall be the same speed that was used to determine the RCA, i.e., the slowest selectable speed.

Spatial Resolution - A Spatial Resolution of 0.5 inches is required and up to 0.125 inches preferred, as measured in accordance with ANSI N42.46-2008. The speed used to determine Spatial Resolution shall be the same speed that was used to determine the RCA, i.e., the slowest selectable speed.

Material Discrimination - The capability to distinguish between Organic, Intermediate (Mixed) and Metallic materials based on their atomic number (Z) is required. Material categories are to be color-coded as follows:
Organic - Orange, Intermediate - Green, and Metallic - Blue.
Shades of these colors are to be used to indicate thickness.

Docking Station - Shall be equipped with a key lockable Docking Station for an OTT (U's Office of Information Technology) approved ruggedized computer that allows for easy access by the Primary Operator.

LAW ENFORCEMENT LIGHTS DETAILS FOR ALL TYPES OF ENERGY SYSTEMS:

Electrical: **Police Package:** Front windshield LH/RH mounted avenger single, Rear window LH/RH avenger single. 100W water proof siren, speaker under hood, Siren/P.A. with 12V DC, 650 CCA 72amps battery, two 12V power points, and two (2) 110 Inverters, one mounted in the front and one mounted in the rear cab or portable; equal or better (after market installation acceptable provided it does not change the cost and warranty of the vehicle).

Lighting:

Police Package: Dual beam jewel effect headlamps w/ lights, Hide LED Vertex lamps 1 ea. per side mounted in head lamp/fog lamp, Rear tail light lamp with 1 ea. LH/RH per side Vertex LED Dome light (front & rear), safety running light, 3” blink lane change, Roof Clearance Lamp, under hood service lamp, side intrusion door beams, interior light; equal or better (**after market installation acceptable provided it does not change the cost and warranty of the vehicle**).

Instruments:

Dashboard Gauges include: speedometer, tachometer, fuel gauge, odometer/trip odometer, engine oil pressure, engine oil temperature, and digital message center

Standard Driver Controls include but not limited to: intermittent wiper, tilt/telescoping steering wheel, power windows, power mirrors, speed control, and heater controls

Warning Lights include but not limited to: door ajar, engine coolant temp., service engine, check fuel cap, low fuel, seat belt, brake system warning, anti-lock brake system, air bag indicator, parking brake engaged, check charging system, brake fluid low, glow plug reheat, water in fuel, and diesel exhaust fluid

Warning Chimes include but not limited to: door Ajar, key-in ignition with driver door open and head lamps on with driver door open

Other Miscellaneous Equipment/Features include but not limited to: A/C, 12V DC receptacle (on dashboard), four (4) uplifter switches (on dashboard), extra heavy duty alternator, engine block heater, black running boards (external), AM/FM stereo w/single CD sound system and digital clock.

Color:

White

Manuals:

2 Set Shop Manuals, Parts List Manuals, and Maintenance and Service Manuals

Hardware:

License Plate Mounting Hardware

VEHICLE WARRANTY:

Manufacturer’s Standard Warranty to include extended three (3) years regular maintenance and Preventative Maintenance Service, all parts, labor, and oil disposal shall be included at “No Cost to the Government”. Complete rust proofing with a three (3) year guarantee, or electronic rust evader with a ten (10) year guarantee.

The Manufacturer Warranty and Brochure shall be specified in items covered and provided in the bid packet. (Bid submissions received without written Warranty and Brochure as specified will be rejected).

The successful bidder shall provide technical assistance and warranty administration without any cost to the Port Authority of Guam for the duration of the warranty.

The successful bidder shall provide service, such as to determine deficiency, repair or adjustment of the equipment on government premises or transfer the equipment to its on-island shop where the repair should be done, at anytime within the warranty period and at “No Cost to the Government”. When the equipment is down for warranty repair(s) and or material(s), the total down-time period shall be extended to the service and warranty period.

The Manufacturer shall have a local authorized dealer who can provide factory trained service technician(s). Bidder shall provide certification of factory trained technician(s) for the above equipment to be purchased during commissioning.

MOBILE X-RAY SCANNER SYSTEM WARRANTY:

The Manufacturer shall provide a one (1) year warranty to include parts, labor, and any other associated cost for the repair and/or maintenance of the x-ray system and any support equipment to include the computer software and hardware. Repairs shall be performed by a certified technician.

The Manufacturer shall provide a 2nd and 3rd year Service Agreement that includes diagnostic inspection, maintenance, and/or repair of the x-ray system performed by a local authorized dealer that can provide factory trained service technician(s) within 72 hours of notification. Repairs shall be performed by a certified technician.

The Manufacturer shall ensure that x-ray system parts and supplies are available on island or guaranteed to be delivered within 72 hours of the repair/maintenance assessment.

SYSTEM Operator training and overall system understanding should take no more than one week.

COMPUTER SOFTWARE AND HARDWARE WARRANTY:

Must be included as part of the Mobile X-Ray Scanner System Warranty. All repairs and diagnostics shall be performed by a certified technician.

Software and Hardware Operator training and overall system understanding should take no more than one week and must be conducted by a certified technician or company representative.

NOTE: Manufacturer's brochure (original) shall be submitted and attached on bid proposal.

Vehicle must be safety inspected and delivered to the Department of Public Works for inspection.

BIDDING ON:

Manufacturer: _____
Make: _____
Model: _____
Year: _____
Place of Origin: _____
Date of Delivery: _____

SPECIFICATIONS PREPARED BY: [Signature] / BEN R. PANGSILMAN
ERIC J. DELOS DIVANAWA II / BEN R. PANGSILMAN
APPROVED BY: [Signature] / PAUL CEPEDA
CONCURRED BY: [Signature] / JOANNE BROWN
DATE: 2/19/14 / DATE: 2/19/14
General Manager / Maintenance Superintendent