PORT OF GUAM
ATURIDAT I PUETTON GUAHAN
Jose D. Leon Guerrero Commercial Port
1026 Cabras Highway, Suite 201, Piti, Guam 96915
Telephone: 671-477-5931/35 Facsimile: 671-477-2689/4445
Website: www.portguam.com

Lourdes A. Leon Guerrero
Governor of Guam
Joshua F. Tenorio
Lieutenant Governor

INVITATION FOR BID No.: IFB/PAG-006-26

DESCRIPTION:
DUCTLESS SPLIT-TYPE AIR CONDITIONERS BID IDIQ

SPECIAL REMINDER TO BIDDERS FORM

Bidders are reminded to read the Sealed Bid Solicitation and Instructions, General Terms and Conditions, Selected Terms and Conditions, any Special Terms and Conditions, and the Scope of Work/Specifications attached to the IFB to ascertain that all of the following requirements checked below are submitted with the bid. One (1) original, two (2) copies, and one (1) CD or USB containing electronic file copy (in PDF format) of the complete bid submission shall be submitted in a sealed package or envelope before the date and time for bid opening, and shall contain the following, as checked below:

[X] BID GUARANTEE (15% of total bid amount), unless Bidder is exempted by U.S. law, in the form of:

a. Cashier's Check or Certified Check
b. Irrevocable Letter of Credit
c. Surety Bond – Generally valid if accompanied by:
   1. Current Certificate of Authority issued by an Insurance Commissioner who is a member of the National Association of Insurance Commissioners;
   2. Power of Attorney issued by the Surety to the Registered Agent;
   3. Power of Attorney issued by two (2) major officers of the Surety to an Agent;
   4. For foreign or alien sureties, identification and proof of a banking institution in Guam that will redeem the surety bond;

[X] DECLARATION DISCLOSING OWNERSHIP, INFLUENCE, COMMISSIONS, AND CONFLICTS OF INTEREST;

[X] DECLARATION re: NON-COLLUSION;

[X] DECLARATION re: NO GRATUITIES, KICKBACKS, OR FAVORS;

[X] DECLARATION re: ETHICAL STANDARDS;

[X] DECLARATION re: COMPLIANCE WITH U.S. D.O.L. WAGE DETERMINATION;

[X] U.S. D.O.L. WAGE DETERMINATION;

[X] DECLARATION re: CONTINGENT FEES;

[X] REPRESENTATION AND ACKNOWLEDGMENT THAT SEX OFFENDERS EMPLOYED BY CONTRACTORS OF THE GOVERNMENT OF GUAM ARE PROHIBITED FROM WORKING ON GOVERNMENT PROPERTY;

[X] CONFLICT OF INTEREST FORM;

[ ] SAMPLES, only if required, and available in the ordinary course of business; and

[X] BROCHURES/DESCRIPTIVE LITERATURE, only if required, and available in the ordinary course of business.

[X] LOCAL PROCUREMENT PREFERENCE APPLICATION [OPTIONAL]

[X] SERVICE-DISABLED VETERAN OWNED BUSINESS PROCUREMENT PREFERENCE APPLICATION [OPTIONAL]

[X] WOMEN-OWNED BUSINESS PROCUREMENT PREFERENCE APPLICATION [OPTIONAL]

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

On this _____ (date), I, _____, authorized representative of _____ (Bidder), submit this Special Reminder to Bidders Form with the bid for the above-referenced IFB.

_____
Bidder's Authorized Representative's Signature

INVITATION FOR BID

ISSUING OFFICE:
PORT AUTHORITY OF GUAM
Government of Guam
1026 Cabras Highway, Ste. 201,
Piti, Guam 96915

RORY J. RESPICIO
General Manager/Procurement Officer

DATE ISSUED: June 4, 2026

INVITATION FOR BID No.: **IFB/PAG-006-26**

BID FOR: **DUCTLESS SPLIT-TYPE AIR CONDITIONERS BID IDIQ**
SPECIFICATIONS: **SEE ATTACHED**
DESTINATION: **PORT AUTHORITY OF GUAM**

REQUIRED DELIVERY DATE: 45 Days Upon Receipt of Purchase Order. Delivery schedule time and quantity will be coordinated between the successful bidder and the requesting department for a period of Two (2) years on an as needed basis upon availability of funds. **THIS IS AN INDEFINITE DELIVERY, INDEFINITE QUANTITY BID (IDIQ)**

INSTRUCTION TO BIDDERS:

INDICATE WHETHER: _____ INDIVIDUAL _____ PARTNERSHIP _____ CORPORATION

INCORPORATED IN: _____

THIS BID SHALL BE SUBMITTED in duplicate with one (1) electronic copy and sealed to the issuing office above before or until **FRIDAY, JUNE 19, 2026 AT 10:00 A.M., Chamorro Standard Time (Guam Time)** and shall be publicly opened. Any 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 remains firm and irrevocable within **90** calendar days from the date opening to supply any or all the items which prices are quoted.

NAME AND ADDRESS OF BIDDER:

_____

_____

_____

SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGN THIS BID:

_____

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

ITEM NO(S). AWARDED: _____

NAME AND ADDRESS OF CONTRACTOR:

_____

_____

SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGN THIS CONTRACT:

Name: _____

Title: _____ Date: _____

CONTRACTING OFFICER:

_____
RORY J. RESPICIO
General Manager/Procurement Officer

SPECIAL PROVISIONS

THIS IS AN "INDEFINITE DELIVERY, INDEFINITE QUANTITY BID" pursuant to Section 3119 (i)(2) of the 2 GAR Procurement Regulations. The quantities reflected are annual estimated requirements projected within a twelve (12) month period. These amounts may **increase or decrease** during the term of this bid. However, regardless of the fluctuation of quantities, this bid shall be subject to the availability of funds. Delivery shall be on an as needed basis, as ordered by the using agency.

CONTRACT PERIOD:
The term of this contract is for a period of two (2) years on an as needed basis dependent upon the availability of funds.

ADDITIONAL REQUIREMENT:
All other agencies or instrumentalities of the executive branch and the judiciary shall be eligible users of the awarded contract(s) under this IFB. In the event that other agencies within the government of Guam have the same requirements, upon notifications and acceptance, the effective price of said bid shall be used as a confirm price for purchase orders issued by those using agencies. All terms and conditions of this solicitation shall apply to such purchases. This additional requirement shall not exceed the term of this bid.

DECLARATION DISCLOSING OWNERSHIP, INFLUENCE, COMMISSIONS AND CONFLICTS OF INTEREST

(Required by 5 GCA § 5233 as amended by P.L. 36-13 (4/9/2021))

PROCUREMENT NO: IFB-PAG-006-26 DUCTLESS SPLIT-TYPE AIR CONDITIONERS BID

Preface. As a condition of submitting a Bid/Offer/Proposal or responding to any method of source selection under Guam's Procurement Law for the purpose of entering into a contract with the government of Guam, this declaration requires all Bidders/Offerors/Prospective Contractors to make disclosures of ownership, influence, commissions, gratuities, kickbacks, and conflicts of interest occurring **during the 365 calendar days preceding the publication of this solicitation and until award of a contract.** This includes the duty to disclose **any changes** to the facts disclosed herein throughout the solicitation process; and if the entity submitting this Affidavit is awarded a contract, the duty to disclose **any changes** to the facts disclosed herein **continues throughout the life of the contract, including any extensions or renewals.**

A. I, the undersigned, hereby declare that I am an authorized representative of the Bidder/Offeror/Prospective Contractor and that (please check and fill out all that apply):

[ ] The Bidder/Offeror/Prospective Contractor is an individual with a business license, and all decisions are by, and all profit is for, that same individual, with principal place of business street address being:

_____

_____.

[ ] The Bidder/Offeror/Prospective Contractor is a business or artificial person (as defined in 1 GCA § 715 or 5 GCA §§ 5030(n) or 5233(b)), and is a sole proprietorship owned entirely (100%) by _____, with principal place of business street address being:

_____

_____.

[ ] The Bidder/Offeror/Prospective Contractor is a business or artificial person (as defined in 1 GCA § 715 or 5 GCA §§ 5030(n) or 5233(b)), and is owned by the following multiple individuals. Note: owners of more than 10% are statutorily required to be listed below, but other owners of smaller percentage are encouraged to be listed as well.

NAME OF OWNER	PRINCIPAL PLACE OF BUSINESS STREET ADDRESS	% OF INTEREST

[ ] One or more of the more-than-10% owners listed above is a business or artificial person. Any more-than-25% owners of such a business or artificial person are listed below per 5 GCA § 5233. Note: any less-than-25% owners of such a business or artificial person is encouraged to also be listed below.

Name of >10% Owner Business or Artificial Person:

Names of owners of the >10% Owner Business or Artificial Person ("Second Tier Owner")	Owner's Principal Place of Business Street Address	% of Interest

Name of other >10% Owner Business or Artificial Person:

Names of owners of the >10% Owner Business or Artificial Person ("Second Tier Owner")	Owner's Principal Place of Business Street Address	% of Interest

B. If any Second Tier Owner identified above is an artificial person, the natural or artificial owners of such Second Tier Owner who have held more than 49% of the shares or interest in the Bidder/Offeror/Prospective Contractor (Third Tier Owners) are as follows [if none, please so state]:
Second Tier Owner Name_____.

Name of Third Tier Owner	Principal Place of Business Street Address	% of Interest

C. If the name of no natural person has been identified as an owner, or a Second or Third Tier Owner of the Bidder/Offeror/Prospective Contractor, please identify the name, position, address, and contact information of the natural person having the authority and responsibility for the Bid/Offer/Proposal/Prospective Contract, and the name of any natural person who has the authority and power to remove and replace the designated responsible person:

Name of Natural Person	Position	Street Address of Principal Place of Business	Phone Number, Email Address, and other Contact Information

D. Further, I say that the persons who have received or are entitled to receive a commission, gratuity, contingent fee or other compensation to solicit, secure, or assist in obtaining business related to the Bid/Offer/Proposal/Prospective Contract for which this Affidavit is submitted are as follows (if none, please so state):

Name	Principal Place of Business Street Address	Amount of Compensation

E. Further, I say that the persons who have directly or indirectly participated in this solicitation and who are also employees of the government of Guam or the government of the United States, if federal funds are to be used in the payment of the contract related to the Bid/Offer/Proposal/Prospective Contract for which this Affidavit is submitted, are as follows (if none, please so state):

Name	Principal Place of Business Street Address

F. Regardless of any ownership interest, the following individuals have the power to control the performance of the contract or to control the Bidder/Offeror/Prospective Contractor, directly or indirectly:

Name	Principal Place of Business Street Address

G. Until award of the contract, and throughout the term of any contract awarded to the Bidder/Offeror/Prospective Contractor represented herein, I agree to promptly make any disclosures not made previously and update changes in ownership, identities of owners and other required information, interests, compensation or conflicts of the persons required to be disclosed. I understand that failure to comply with this requirement shall constitute a material breach of contract.

H. I hereby declare under penalty of perjury under the laws of Guam that the foregoing is true and correct.

Executed on: _____
(DATE)

_____
SIGNATURE OF ONE OF THE FOLLOWING:
Bidder/Offeror/Prospective Contractor, if a licensed individual
Owner of sole proprietorship Bidder/Offeror/Prospective Contractor
Partner, if the Bidder/Offeror/Prospective Contractor is a partnership
Officer, if the Bidder/Offeror/Prospective Contractor is a corporation

DECLARATION re NON-COLLUSION

PROCUREMENT NO: IFB-PAG-006-26 DUCTLESS SPLIT-TYPE AIR CONDITONERS BID

_____ [print name of declarant signing below], declares that:

1. The name of the bidding 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 bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other bidder or person, to put in a sham proposal or to refrain from making an offer. The bidder 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 bidder or of any other bidder, or to fix any overhead, profit or cost element of said proposal price, or of that of any other bidder, or to secure any advantage against the government of Guam or any other bidder, or to secure any advantage against the government of Guam or any person interested in the proposed contract. This statement is made pursuant to 2 GAR Division 4 § 3126(b).

3. I make this statement on behalf of myself as the authorized representative of the bidder, and on behalf of the bidder's officers, representatives, agents, subcontractors, and employees. I hereby declare under penalty of perjury under the laws of Guam that the foregoing is true and correct.

Executed on: _____
(DATE)

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

AG Procurement **Form 003** (Jul. 12, 2010)

DECLARATION re NO GRATUITIES or KICKBACKS

PROCUREMENT NO: IFB-PAG-006-26 DUCTLESS SPLIT-TYPE AIR CONDITIONERS BID

_____ [*print name of declarant signing below*], declares that:

1. The name of the bidding firm or individual is [*state name of bidder company*]:

_____.

Declarant is _____ [*state one of the following: the bidder, a partner of the bidder, an officer of the bidder*] making the foregoing identified bid or proposal.

2. Neither declarant, nor any of the bidder's officers, representatives, agents, subcontractors, or employees have violated, are violating the prohibition against gratuities, kickbacks, and favors set forth in 2 GAR Division 4 § 11107(e). Further, declarant promises, on behalf of bidder, not to violate the prohibition against gratuities, kickbacks, and favors as set forth in 2 GAR Division 4 § 11107(e).

3. Neither declarant, nor any of the bidder's officers, representatives, agents, subcontractors, or employees have offered, given or agreed to give, any government of Guam employee or former government employee, any payment, gift, kickback, gratuity, favor, or offer of employment in connection with the bid.

4. I make these statements on behalf of myself as the authorized representative of the bidder, and on behalf of the bidder's officers, representatives, agents, subcontractors, and employees. I hereby declare under penalty of perjury under the laws of Guam that the foregoing is true and correct.

Executed on: _____
(DATE)

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

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

DECLARATION RE ETHICAL STANDARDS

PROCUREMENT NO: IFB-PAG-006-26 DUCTLESS SPLIT-TYPE AIR CONDITIONERS BID

_____ [*print name of declarant signing below*], declares on behalf of

[*state name of bidder company*]: _____, that:

The declarant is _____ [*state one of the following: the bidder, a partner of the bidder, an officer of the bidder*] making the foregoing identified bid or proposal. Under penalty of perjury, neither declarant nor any officers, representatives, agents, subcontractors or employees of bidder 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, declarant promises that neither he or she, nor any officer, representative, agent, subcontractor, or employee of bidder 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).

I make these statements on behalf of myself as the authorized representative of the bidder, and on behalf of the bidder's officers, representatives, agents, subcontractors, and employees. I hereby declare under penalty of perjury under the laws of Guam that the foregoing is true and correct.

Executed on: _____
(DATE)

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

AG Procurement **Form 005** (Jul 12, 2010)

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

PROCUREMENT NO: IFB-PAG-006-26 DUCTLESS SPLIT-TYPE AIR CONDITIONERS BID

Print Name of Authorized Representative of Bidder/Company: _____
hereby declares under penalty of perjury:

1. That I represent _____ (name of the bidder, a partner of the bidder, an officer of the bidder) 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 bidder 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 TO ALL BIDDERS – Please attach this Wage Determination to this Declaration Form 006 and include it in your Bid submission]

_____ _____
Signature Date

AG Procurement **Form 006** (Feb. 16, 2010)

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor Daniel W. Simms, Director, Division of Wage Determinations | U.S. DEPARTMENT OF LABOR | EMPLOYMENT STANDARDS ADMINISTRATION | WAGE AND HOUR DIVISION |WASHINGTON D.C. 20210 | Wage Determination No.: 2015-5693 Division of | Revision No.: 25 Director Wage Determinations| Date of Last Revision: 12/03/2025

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026.

|If the contract is entered into on or |Executive Order 14026 generally applies to | after January 30, 2022, or the |the contract. |contract is renewed or extended (e.g., |The contractor must pay all covered workers | an option is exercised) on or after |at least $17.75 per hour (or the applicable | |January 30, 2022: |wage rate listed on this wage determination, | if it is higher) for all hours spent | performing on the contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

States: Guam, Northern Marianas, Wake Island Area: Guam Statewide Northern Marianas Statewide Wake Island Statewide

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE – TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.85***
01012 - Accounting Clerk II		16.67***
01013 - Accounting Clerk III		18.64
01020 - Administrative Assistant		23.15
01035 - Court Reporter		18.86
01041 - Customer Service Representative I		14.06***
01042 - Customer Service Representative II		15.39***
01043 - Customer Service Representative III		17.22***
01051 - Data Entry Operator I		13.28***
01052 - Data Entry Operator II		14.49***
01060 - Dispatcher, Motor Vehicle		18.86
01070 - Document Preparation Clerk		15.02***
01090 - Duplicating Machine Operator		15.02***
01111 - General Clerk I		12.37***
01112 - General Clerk II		13.50***
01113 - General Clerk III		15.15***
01120 - Housing Referral Assistant		21.02
01141 - Messenger Courier		12.00***
01191 - Order Clerk I		13.76***
01192 - Order Clerk II		15.02***
01261 - Personnel Assistant (Employment) I		16.86***
01262 - Personnel Assistant (Employment) II		18.86
01263 - Personnel Assistant (Employment) III		21.02
01270 - Production Control Clerk		25.27
01290 - Rental Clerk		11.10***
01300 - Scheduler, Maintenance		16.86***
01311 - Secretary I		16.86***
01312 - Secretary II		18.86
01313 - Secretary III		21.02
01320 - Service Order Dispatcher		16.86***
01410 - Supply Technician		23.15
01420 - Survey Worker		18.69
01460 - Switchboard Operator/Receptionist		10.98***
01531 - Travel Clerk I		15.02***
01532 - Travel Clerk II		16.85***
01533 - Travel Clerk III		18.26
01611 - Word Processor I		15.02***
01612 - Word Processor II		16.86***
01613 - Word Processor III		18.86
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		19.14
05010 - Automotive Electrician		17.97
05040 - Automotive Glass Installer		16.81***
05070 - Automotive Worker		16.81***
05110 - Mobile Equipment Servicer		14.42***
05130 - Motor Equipment Metal Mechanic		19.14
05160 - Motor Equipment Metal Worker		16.81***
05190 - Motor Vehicle Mechanic		19.14
05220 - Motor Vehicle Mechanic Helper		13.20***
05250 - Motor Vehicle Upholstery Worker		15.64***
05280 - Motor Vehicle Wrecker		16.81***
05310 - Painter, Automotive		17.97
05340 - Radiator Repair Specialist		16.81***
05370 - Tire Repairer		12.98***
05400 - Transmission Repair Specialist		19.14
07000 - Food Preparation And Service Occupations		
07010 - Baker		13.43***
07041 - Cook I		16.18***
07042 - Cook II		18.86
07070 - Dishwasher		10.00***
07130 - Food Service Worker		10.57***
07210 - Meat Cutter		13.36***
07260 - Waiter/Waitress		9.89***
09000 - Furniture Maintenance And Repair Occupations		
09010 - Electrostatic Spray Painter		19.70
09040 - Furniture Handler		11.94***
09080 - Furniture Refinisher		19.70
09090 - Furniture Refinisher Helper		14.47***
09110 - Furniture Repairer, Minor		17.15***
09130 - Upholsterer		19.70
11000 - General Services And Support Occupations		
11030 - Cleaner, Vehicles		10.49***
11060 - Elevator Operator		10.67***
11090 - Gardener		16.81***
11122 - Housekeeping Aide		10.67***
11150 - Janitor		10.67***
11210 - Laborer, Grounds Maintenance		12.71***
11240 - Maid or Houseman		10.59***
11260 - Pruner		11.37***
11270 - Tractor Operator		15.39***
11330 - Trail Maintenance Worker		12.71***
11360 - Window Cleaner		11.92***
12000 - Health Occupations		
12010 - Ambulance Driver		20.86
12011 - Breath Alcohol Technician		20.86
12012 - Certified Occupational Therapist Assistant		28.62
12015 - Certified Physical Therapist Assistant		28.62
12020 - Dental Assistant		18.79
12025 - Dental Hygienist		39.73
12030 - EKG Technician		31.60
12035 - Electroneurodiagnostic Technologist		31.60
12040 - Emergency Medical Technician		20.86
12071 - Licensed Practical Nurse I		18.65
12072 - Licensed Practical Nurse II		20.86
12073 - Licensed Practical Nurse III		23.25
12100 - Medical Assistant		14.50***
12130 - Medical Laboratory Technician		18.93
12160 - Medical Record Clerk		14.97***
12190 - Medical Record Technician		17.77
12195 - Medical Transcriptionist		18.65
12210 - Nuclear Medicine Technologist		45.85
12221 - Nursing Assistant I		12.91***
12222 - Nursing Assistant II		14.52***
12223 - Nursing Assistant III		15.85***
12224 - Nursing Assistant IV		17.79
12235 - Optical Dispenser		20.86
12236 - Optical Technician		18.65
12250 - Pharmacy Technician		15.49***
12280 - Phlebotomist		18.65
12305 - Radiologic Technologist		31.60
12311 - Registered Nurse I		25.85
12312 - Registered Nurse II		31.60
12313 - Registered Nurse II, Specialist		31.60
12314 - Registered Nurse III		38.24
12315 - Registered Nurse III, Anesthetist		38.24
12316 - Registered Nurse IV		45.85
12317 - Scheduler (Drug and Alcohol Testing)		25.85
12320 - Substance Abuse Treatment Counselor		25.85
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		21.42
13012 - Exhibits Specialist II		26.53
13013 - Exhibits Specialist III		32.45
13041 - Illustrator I		21.42
13042 - Illustrator II		26.53
13043 - Illustrator III		32.45
13047 - Librarian		29.38
13050 - Library Aide/Clerk		17.05***
13054 - Library Information Technology Systems Administrator		26.53
13058 - Library Technician		18.11
13061 - Media Specialist I		19.15
13062 - Media Specialist II		21.42
13063 - Media Specialist III		23.87
13071 - Photographer I		19.15
13072 - Photographer II		21.42
13073 - Photographer III		26.53
13074 - Photographer IV		32.45
13075 - Photographer V		39.27
13090 - Technical Order Library Clerk		21.42

OCCUPATION CODE – TITLE	FOOTNOTE	RATE
13110 - Video Teleconference Technician		19.15
14000 - Information Technology Occupations		
14041 - Computer Operator I		15.71***
14042 - Computer Operator II		17.22***
14043 - Computer Operator III		19.19
14044 - Computer Operator IV		21.33
14045 - Computer Operator V		23.62
14071 - Computer Programmer I (see 1)		15.73***
14072 - Computer Programmer II (see 1)		19.50
14073 - Computer Programmer III (see 1)		23.84
14074 - Computer Programmer IV (see 1)		
14101 - Computer Systems Analyst I (see 1)		24.23
14102 - Computer Systems Analyst II see 1)		
14103 - Computer Systems Analyst III (see 1)		
14150 - Peripheral Equipment Operator		15.71***
14160 - Personal Computer Support Technician		21.33
14170 - System Support Specialist		21.24
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)		34.91
15050 - Computer Based Training Specialist / Instructor		24.23
15060 - Educational Technologist		31.17
15070 - Flight Instructor (Pilot)		34.91
15080 - Graphic Artist		20.47
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		34.91
15086 - Maintenance Test Pilot, Rotary Wing		34.91
15088 - Non-Maintenance Test/Co-Pilot		34.91
15090 - Technical Instructor		17.67***
15095 - Technical Instructor/Course Developer		23.78
15110 - Test Proctor		15.70***
15120 - Tutor		15.70***
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		11.60***
16030 - Counter Attendant		11.60***
16040 - Dry Cleaner		13.23***
16070 - Finisher, Flatwork, Machine		11.60***
16090 - Presser, Hand		11.60***
16110 - Presser, Machine, Drycleaning		11.60***
16130 - Presser, Machine, Shirts		11.60***
16160 - Presser, Machine, Wearing Apparel, Laundry		11.60***
16190 - Sewing Machine Operator		13.79***
16220 - Tailor		14.34***
16250 - Washer, Machine		12.14***
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.70
19040 - Tool And Die Maker		24.77
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		15.87***
21030 - Material Coordinator		25.27
21040 - Material Expediter		25.27
21050 - Material Handling Laborer		13.83***
21071 - Order Filler		10.67***
21080 - Production Line Worker (Food Processing)		15.87***
21110 - Shipping Packer		17.12***
21130 - Shipping/Receiving Clerk		17.12***
21140 - Store Worker I		17.46***
21150 - Stock Clerk		24.56
21210 - Tools And Parts Attendant		15.87***
21410 - Warehouse Specialist		15.87***
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		25.04
23019 - Aircraft Logs and Records Technician		19.47
23021 - Aircraft Mechanic I		23.84
23022 - Aircraft Mechanic II		25.04
23023 - Aircraft Mechanic III		26.30
23040 - Aircraft Mechanic Helper		16.58***
23050 - Aircraft, Painter		22.39
23060 - Aircraft Servicer		19.47
23070 - Aircraft Survival Flight Equipment Technician		22.39
23080 - Aircraft Worker		21.03
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		21.03
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II		23.84
23110 - Appliance Mechanic		19.70
23120 - Bicycle Repairer		15.81***
23125 - Cable Splicer		24.19
23130 - Carpenter, Maintenance		17.58***
23140 - Carpet Layer		18.43
23160 - Electrician, Maintenance		20.04
23181 - Electronics Technician Maintenance I		18.43
23182 - Electronics Technician Maintenance II		19.70
23183 - Electronics Technician Maintenance III		20.98
23260 - Fabric Worker		17.15***
23290 - Fire Alarm System Mechanic		17.12***
23310 - Fire Extinguisher Repairer		15.81***
23311 - Fuel Distribution System Mechanic		20.98
23312 - Fuel Distribution System Operator		15.81***
23370 - General Maintenance Worker		14.03***
23380 - Ground Support Equipment Mechanic		23.84
23381 - Ground Support Equipment Servicer		19.47
23382 - Ground Support Equipment Worker		21.03
23391 - Gunsmith I		15.81***
23392 - Gunsmith II		18.43
23393 - Gunsmith III		20.98
23410 - Heating, Ventilation And Air-Conditioning Mechanic		20.22
23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)		21.51
23430 - Heavy Equipment Mechanic		20.66
23440 - Heavy Equipment Operator		18.87
23460 - Instrument Mechanic		20.98
23465 - Laboratory/Shelter Mechanic		19.70
23470 - Laborer		13.83***
23510 - Locksmith		19.70
23530 - Machinery Maintenance Mechanic		26.47
23550 - Machinist, Maintenance		20.98
23580 - Maintenance Trades Helper		11.87***
23591 - Metrology Technician I		20.98
23592 - Metrology Technician II		22.31
23593 - Metrology Technician III		23.62
23640 - Millwright		20.98
23710 - Office Appliance Repairer		19.46
23760 - Painter, Maintenance		18.74
23790 - Pipefitter, Maintenance		19.96
23810 - Plumber, Maintenance		18.75
23820 - Pneudraulic Systems Mechanic		20.98
23850 - Rigger		20.98
23870 - Scale Mechanic		18.43
23890 - Sheet-Metal Worker, Maintenance		20.80
23910 - Small Engine Mechanic		18.43
23931 - Telecommunications Mechanic I		20.98
23932 - Telecommunications Mechanic II		22.31
23950 - Telephone Lineman		22.68
23960 - Welder, Combination, Maintenance		19.96
23965 - Well Driller		21.13
23970 - Woodcraft Worker		20.98
23980 - Woodworker		15.81***
24000 - Personal Needs Occupations		
24550 - Case Manager		16.09***
24570 - Child Care Attendant		10.27***
24580 - Child Care Center Clerk		13.25***
24610 - Chore Aide		15.47***
24620 - Family Readiness And Support Services Coordinator		16.09***
24630 - Homemaker		16.12***
25000 - Plant And System Operations Occupations		
25010 - Boiler Tender		22.79
25040 - Sewage Plant Operator		22.89
25070 - Stationary Engineer		22.79
25190 - Ventilation Equipment Tender		15.72***
25210 - Water Treatment Plant Operator		22.89
27000 - Protective Service Occupations		
27004 - Alarm Monitor		11.89***
27007 - Baggage Inspector		10.63***
27008 - Corrections Officer		14.59***
27010 - Court Security Officer		14.59***
27030 - Detection Dog Handler		11.89***
27040 - Detention Officer		14.59***
27070 - Firefighter		14.59***
27101 - Guard I		10.63***
27102 - Guard II		11.89***
27131 - Police Officer I		14.59***
27132 - Police Officer II		16.21***
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator		13.68***
28042 - Carnival Equipment Repairer		14.95***
28043 - Carnival Worker		10.11***
28210 - Gate Attendant/Gate Tender		14.50***
28310 - Lifeguard		11.60***
28350 - Park Attendant (Aide)		16.21***
28510 - Recreation Aide/Health Facility Attendant		13.02***
28515 - Recreation Specialist		20.09
28630 - Sports Official		12.91***
28690 - Swimming Pool Operator		17.71***
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer		28.62
29020 - Hatch Tender		28.62
29030 - Line Handler		28.62
29041 - Stevedore I		26.63
29042 - Stevedore II		30.60
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)		46.07
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)		31.77
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)		34.99

OCCUPATION CODE – TITLE FOOTNOTE	RATE
30021 - Archeological Technician I	18.41
30022 - Archeological Technician II	20.59
30023 - Archeological Technician III	25.51
30030 - Cartographic Technician	25.51
30040 - Civil Engineering Technician	25.51
30051 - Cryogenic Technician I	28.25
30052 - Cryogenic Technician II	31.21
30061 - Drafter/CAD Operator I	18.41
30062 - Drafter/CAD Operator II	20.59
30063 - Drafter/CAD Operator III	22.96
30064 - Drafter/CAD Operator IV	28.25
30081 - Engineering Technician I	17.32***
30082 - Engineering Technician II	19.44
30083 - Engineering Technician III	21.74
30084 - Engineering Technician IV	26.94
30085 - Engineering Technician V	32.95
30086 - Engineering Technician VI	39.86
30090 - Environmental Technician	25.51
30095 - Evidence Control Specialist	25.51
30210 - Laboratory Technician	22.96
30221 - Latent Fingerprint Technician I	28.25
30222 - Latent Fingerprint Technician II	31.21
30240 - Mathematical Technician	25.51
30361 - Paralegal/Legal Assistant I	21.15
30362 - Paralegal/Legal Assistant II	26.20
30363 - Paralegal/Legal Assistant III	32.04
30364 - Paralegal/Legal Assistant IV	38.76
30375 - Petroleum Supply Specialist	31.21
30390 - Photo-Optics Technician	25.51
30395 - Radiation Control Technician	31.21
30461 - Technical Writer I	25.51
30462 - Technical Writer II	31.21
30463 - Technical Writer III	37.75
30491 - Unexploded Ordnance (UXO) Technician I	29.28
30492 - Unexploded Ordnance (UXO) Technician II	35.43
30493 - Unexploded Ordnance (UXO) Technician III	42.46
30494 - Unexploded (UXO) Safety Escort	29.28
30495 - Unexploded (UXO) Sweep Personnel	29.28
30501 - Weather Forecaster I	28.25
30502 - Weather Forecaster II	34.36
30620 - Weather Observer, Combined Upper Air Or (see 2) Surface Programs	22.96
30621 - Weather Observer, Senior (see 2)	25.51
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	35.43
31020 - Bus Aide	8.97***
31030 - Bus Driver	12.75***
31043 - Driver Courier	10.53***
31260 - Parking and Lot Attendant	9.91***
31290 - Shuttle Bus Driver	12.48***
31310 - Taxi Driver	11.41***
31361 - Truckdriver, Light	11.50***
31362 - Truckdriver, Medium	12.48***
31363 - Truckdriver, Heavy	17.88
31364 - Truckdriver, Tractor-Trailer	17.88
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	17.27***
99030 - Cashier	10.51***
99050 - Desk Clerk	10.13***
99095 - Embalmer	29.28
99130 - Flight Follower	29.28
99251 - Laboratory Animal Caretaker I	26.81
99252 - Laboratory Animal Caretaker II	29.29
99260 - Marketing Analyst	21.54
99310 - Mortician	29.28
99410 - Pest Controller	16.07***
99510 - Photofinishing Worker	15.39***
99710 - Recycling Laborer	19.05
99711 - Recycling Specialist	25.72
99730 - Refuse Collector	18.04
99810 - Sales Clerk	11.36***
99820 - School Crossing Guard	19.81
99830 - Survey Party Chief	24.38
99831 - Surveying Aide	13.87***
99832 - Surveying Technician	18.02
99840 - Vending Machine Attendant	26.81
99841 - Vending Machine Repairer	34.14
99842 - Vending Machine Repairer Helper	26.81

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands. The minimum wage requirements of Executive Order 14026 also are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $5.55 per hour, up to 40 hours per week, or $222.00 per week or $962.00 per month.
HEALTH & WELFARE EO 13706: $5.09 per hour, up to 40 hours per week, or $203.60 per week, or $882.27 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

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

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:
1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least $27.63 per hour (or at least $684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE ** If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in those instances where the uniforms furnished are made of ""wash and wear"" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ** The duties of employees under job titles listed are those described in the ""Service Contract Act Directory of Occupations"", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:
The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:
1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

DECLARATION RE: CONTINGENT FEES

PROCUREMENT NO: IFB-PAG-006-26 DUCTLESS SPLIT-TYPE AIR CONDITIONERS BID

_____ [print name of declarant signing below], declares that:

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

   _____

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

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

4. I make these statements on behalf of myself as a representative of the bidder, and on behalf of the bidder's officers, representatives, agents, subcontractors, and employees. I hereby declare under penalty of perjury under the laws of Guam that the foregoing is true and correct.

Executed on: _____
(DATE)

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

AG Procurement Form 007 (Jul 15, 2010)

REPRESENTATION AND ACKNOWLEDGMENT THAT SEX OFFENDERS EMPLOYED BY CONTRACTORS OF THE GOVERNMENT OF GUAM ARE PROHIBITED FROM WORKING ON GOVERNMENT PROPERTY

PROCUREMENT NO: IFB-PAG-006-26 DUCTLESS SPLIT-TYPE AIR CONDITIONERS BID

Pursuant to Guam Public Law 28-24, as amended by Guam Public Law 28-98, if a contract for services is awarded to the bidder or offeror, then the contractor 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 ("Government") property, with the exception of public highways. If any employee of a contractor is providing services on government property and is convicted subsequent to an award of a contract, then the contractor 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 contractor is found to be in violation of any of the provisions of this paragraph, then the government will give notice to the contractor to take corrective action. The contractor shall take corrective action within twenty-four (24) hours of notice from the Government, and the contractor shall notify the Government when action has been taken. If the contractor fails 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.

I, _____ being a duly authorized representative of the Bidder or
(print name)

Offeror, acknowledge the requirements described above, and have ensured that the bid/offer/proposal, as submitted addresses these requirements. I make these statements on behalf of myself as a representative of the Bidder/Offeror, and on behalf of the Bidder's/Offeror's officers, representatives, agents, subcontractors, and employees, and represent that if awarded the contract, the Bidder/Offeror will follow these mandates.

Executed on: _____
(DATE)

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

LOCAL PROCUREMENT PREFERENCE APPLICATION [OPTIONAL]

PROCUREMENT NO: IFB-PAG-006-26 DUCTLESS SPLIT-TYPE AIR CONDITIONERS BID

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

[ ] Licensed to do business in Guam; and

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

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

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

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

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

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

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

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

Date: _____

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

FORM GSA-PP001

SERVICE-DISABLED VETERAN OWNED BUSINESS PROCUREMENT PREFERENCE APPLICATION [OPTIONAL]

PROCUREMENT NO: IFB-PAG-006-26 DUCTLESS SPLIT-TYPE AIR CONDITIONERS BID

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

[ ] Licensed to do business in Guam; and

[ ] Maintains its headquarters on Guam; and

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

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

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

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

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

Declaration

Select One:

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

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

Date: _____

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

Form GSA-PP002

WOMEN-OWNED BUSINESS PROCUREMENT PREFERENCE APPLICATION [OPTIONAL]

PROCUREMENT NO: IFB-PAG-006-26 DUCTLESS SPLIT-TYPE AIR CONDITIONERS BID

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

[ ] Licensed to do business in Guam; and

[ ] Maintains headquarters in Guam; and

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

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

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

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

Declaration

Select One:

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

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

Date: _____

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

Form GSA-PP003

THE PORT AUTHORITY OF GUAM
GOVERNMENT OF GUAM
1026 Cabras Highway, Suite 201, Piti, Guam 96915

BID BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS that _____, as Principal ("Principal"), and Bonding Company, _____ (name of company), as Surety ("Surety"), are held firmly bound unto the government of Guam for the sum of _____ United States 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:

INVITATION FOR BID No.: IFB/PAG-006-26 DUCTLESS SPLIT-TYPE AIR CONDITIONERS BID

NOW, THEREFORE, if the government of Guam shall accept and award the bid of the Principal for supplies or services, and the Principal shall enter into a Contract with the government of Guam in accordance with the terms of such bid, this obligation will remain in full force and effect as 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 until the until complete delivery of the supplies or services by the successful bidder/Contractor is deemed to be satisfactory to adequately protect the best interests of the government of Guam, and thus, no separate performance bond shall be required of the successful bidder/Contractor on the Contract for supplies or services. However, in the event of the failure of the Principal to enter into such Contract after the government of Guam has accepted and awarded the bid of the Principal, the Principal shall pay to the government of Guam the difference between the amounts specified in said bid and such larger amount for which the government of Guam may in good faith contract with another party to perform work or deliver supplies covered by said bid, or an appropriate liquidated amount as specified in the Invitation for Bids, in order to nullify this obligation; otherwise it shall remain full force and effect.

Signed and sealed _____ _____
(DATE) (PRINCIPAL) (SEAL)

_____
(WITNESS)

_____
(TITLE)

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

_____ _____
(TITLE) (TITLE)

_____
(AGENT FOR SERVICES OF PROCESS)

NOTICE TO ALL INSURANCE AND BONDING INSTITUTIONS:

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

When the form is submitted to THE PORT AUTHORITY OF GUAM, it should be accompanied with copies of the following, as applicable:

1. Current Certificate of Authority to do business on Guam issued by the Department of Revenue and Taxation or other acceptable proof of organization satisfactory to the government of Guam.
2. Power of Attorney issued by the Surety to the Registered Agent.
3. Power of Attorney issued by two (2) major officers of the Surety to an Agent.
4. For foreign or alien sureties, identification and proof of a banking institution in Guam that will redeem the surety bond

BONDS, SUBMITTED AS BID SECURITY, WITHOUT SIGNATURES AND SUPPORTING DOCUMENTS ARE INVALID AND BIDS WILL BE REJECTED.

GOVERNMENT OF GUAM
GENERAL TERMS AND CONDITIONS
SEALED BID SOLICITATION AND AWARD

1. **AUTHORITY:** This solicitation is issued subject to all the provisions of Guam's Procurement Law and the Guam Procurement Regulations. It requires all parties involved in the preparation, negotiation, performance, or administration of contracts to act in good faith.

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

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

4. **WITHHOLDING ASSESSMENT FEE:** All procurements of professional services are subject to a withholding assessment fee for non-resident persons or companies without a valid Guam Business License, which is equal to four percent (4%) of the total dollar value of any contract awarded for all Government contracts for any professional services provided by a non-resident person or company residing outside of Guam, as a cost of doing business with the Government, in accordance with 11 GCA § 71114.

5. **LICENSING:** Bidders are cautioned that they must comply with any applicable licensing requirement as a condition of contract performance. Specific information on licenses may be obtained from the Director of Revenue and Taxation.

6. **STATUS OF FUNDING AND COMPLIANCE:** Funding is available for the first fiscal period of any contract awarded under this solicitation from **Port Revenue Funds** source. The Government's obligation under any proposed contract is contingent upon available funds. The issuance of this solicitation does not compel the award of any contract. All bidders are required to comply with all terms and conditions of the Government's funding source.

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

8. **WOMEN-OWNED BUSINESS PREFERENCE:** Bidding is subject to the policy in favor of Women-Owned Businesses pursuant to *"The Support for Women-Owned Business Act"* enacted by Public Law No. 36-26 and codified in 5 GCA §5013. (b) Qualifications of a Women-Owned Business. A business concern is qualified under Subsection (a) of this Section if: (1) the business concern is licensed to do business on Guam; (2) the business concern maintains its headquarters on Guam; (3) the business concern is at least fifty-one percent (51%) owned by women, who manage day-to-day operations and make long-term decisions; (4) the business concern is certified as a Women-Owned Small Business (WOSB) or an Economically Disadvantaged Women-Owned Small Business (EDWOSB) by the U.S. Small Business Administration; and (5) the owner(s) of the business concern has (have) filed individual tax returns on Guam for a period of at least three (3) consecutive years.

9. **LOCAL PROCUREMENT POLICY:** This procurement will be conducted in accordance with all applicable requirements of 5 GCA § 5008.

10. **PROCUREMENT OF SUPPLIES FROM THE U.S. GOVERNMENT:** This procurement will be conducted in accordance with the requirements of 5 GCA § 5122.

11. **COMPLIANCE WITH SPECIFICATIONS AND OTHER SOLICITATION REQUIREMENTS:** Bidders shall comply with all specifications and other requirements of the Solicitation. Bidder, by submitting a bid, certifies that its bid complies with all written requirements of the solicitation and specifications. Nothing stated in a pre-bid conference, discussion, or in questions and answers between any bidder and the Government shall change the requirements of the IFB unless a formal change is made by written amendment as provided in 2GAR, Div. 4, §3109(i).

12. **COST OR PRICING DATA AND CERTIFICATION:** If any contract modification is expected to exceed $100,000, Cost or Pricing data will be required to be submitted by the contractor prior to negotiations for the modification. A separate certification certifying the accuracy of the cost or pricing data submitted by the contractor shall be submitted by the contractor as soon as practicable after agreement is reached on the price modification.

13. **INDEPENDENT PRICE DETERMINATION:** The bidder, by submitting a bid, certifies that the prices in its bid were derived at without collusion, and acknowledges that collusion and anti-competitive practices are prohibited by law. Violations will be subject to the provisions of Guam's Procurement Law and Guam's Procurement Regulations. Other existing civil, criminal or administrative remedies are not impaired and may be in addition to the remedies in Guam's Procurement Law and Guam's Procurement Regulation.

14. **CONDITIONING BIDS UPON OTHER AWARDS NOT ACCEPTABLE:** Any bid which is conditioned upon receiving award of both the particular contract being solicited and another governmental contract shall be deemed nonresponsive and not acceptable and will be rejected.

15. **BID ENVELOPE:** If hard copy bid submission is required, the envelope shall be sealed and marked with the bidder's name, bid number, time, date, and place of Bid Opening.

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

17. **DETERMINATION OF RESPONSIBILITY OF BIDDERS:** Bidders must provide information requested to determine whether or not they are responsible. The Government may inspect the plant site, place of business; and supplies and services as necessary to determine their responsibility

18. **STANDARD FOR DETERMINATION OF RESPONSIBILITY:**
In determining responsibility, the Procurement Officer shall be guided by the following:
    - Whether the bidder has available the appropriate financial, material, equipment, facilities and personnel resources and expertise, or the ability to obtain them;
    - Whether the bidder has a satisfactory record of integrity;
    - Whether the bidder is qualified legally to contract with the government;
    - Whether the bidder has the capability to meet all contractual requirements;
    - Whether the bidder has supplied all necessary information in connection with any inquiry concerning responsibility.

19. **LOW TIE BIDS:** If the lowest bids are for the same unit price or total amount in the whole or in part, the Procurement Officer will determine award based on 2 GAR, Div. 4, § 3109(o)(2), or to reject all bids, cancel the solicitation, and/or apply any available remedies pursuant to 2 GAR, Div. 4 § 3126.

20. **INCREMENTAL AWARD:** The Government reserves the right to make an incremental award if such award(s) to more than one bidder for different amounts of the same item if necessary to obtain the total quantity or required delivery conditions of the items.

21. **CANCELLATION, & REJECTION OF BIDS:** The Procurement Officer shall have the authority to award, cancel, or reject bids, in whole or in part, for any one or more items, if it is determined to be in the public interest. This solicitation may be cancelled in whole or in part; and any or all bids may be rejected in whole or in part if it is in the best interest of the Government.

22. **AWARD:** The Government has the authority to award for all solicitations in whole or in part, for any one or more bid items if it is determined to be in the best interests of the Government. Only when specifically provided by the solicitation may a bid or proposal limit acceptance to the entire bid or proposal offering. Otherwise, such bids or proposals shall be deemed to be nonresponsive. 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 the solicitation. No other factors or criteria shall be used in the evaluation of the bids. The right is reserved, as the interests of the Government may require, to waive any minor irregularity in any bid received. In case of an error in the extension of prices, the unit price will govern. The Government reserves the right to increase or decrease the quantity of the items for award and to make additional awards for the same type of items, and the bidder/contractor hereby agrees to such modifications and additional awards based on the bid prices submitted for a period of thirty (30) days after the original award. No award shall be made under this solicitation which shall require advance payment or irrevocable letter of credit from the Government.

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

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

C. ***Favors to the Government.*** For purposes of this Section, a favor is anything, including raffle tickets, of more than *de minimus* value and whether intended for the personal enjoyment of the receiver or for the department or organization in which they are employed or for any person, association, club or organization associated therewith or sponsored thereby. It shall be a breach of ethical standards for any person who is or may become a contractor, a subcontractor under a contract to the prime contractor or higher tier contractor, or any person associated therewith, to offer, give or agree to give any employee or agent of the Government or for any employee or agent of the Government to solicit or accept from any such person or entity or agent thereof, a favor or gratuity on behalf of the Government whether or not such favor or gratuity may be considered a reimbursable expense of the Government, during the pendency of any matter related to procurement, including contract performance warranty periods.

24. **BIDDER'S REPRESENTATION AGAINST GRATUITIES, KICKBACKS, AND FAVORS**: With respect to this procurement and any other contract that bidder may have or wish to enter into with the Government, the bidder represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities, kickbacks, and favors set forth in the Guam Procurement Regulations.

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

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

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

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

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

    f. In addition to any and all other breach of contract actions the Government may have under this procurement, in the event there is a violation in the process set forth in subsection (e) above, Contractor may be placed on probationary status by the Procurement Officer, or the Chief Procurement Officer of the General Service Agency, or its successor, for a period of one (1) year. During the probationary status, a Contractor shall not be awarded any contract by any instrumentality of the Government. A Contractor who has been placed on probationary status, or has been assessed a monetary penalty pursuant to Title 5, Article 13 of the Guam Code may appeal such penalty or probationary status to the Superior Court of Guam. 5 GCA § 5804.

    g. All bidders are required to submit a Declaration of Compliance with Wage Determination laws as part of this procurement with a copy of the most recent Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor. 5 GCA § 5805.

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

26. **BIDDER'S REPRESENTATION OF ETHICAL STANDARDS**: With respect to this procurement and any other contract that the bidder may have, or wish to enter into, with any Government agency, the bidder represents that it has not knowingly influenced, and promises that it will not knowingly influence, any government employee to breach any of the ethical standards set forth in the Guam Procurement Law and in any of the Guam Procurement Regulations.

27. **BIDDER'S REPRESENTATION PROHIBITION AGAINST CONTINGENT FEES**: The bidder represents that he has not retained any person or agency upon an agreement or understanding for a percentage, commission, brokerage, or other contingent arrangement, except for retention of bona fide employees or bona fide established commercial selling agencies, to solicit or secure this Agreement or any other contract with the Government or its agencies. (a) Contingent Fees. It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a territorial contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

28. **PROHIBITION OF EMPLOYMENT OF SEX OFFENDERS:** ***Reference 5 GCA § 5253(a)***
Restriction Against Contractors Employing Convicted Sex Offenders from Working at government of Guam Venues. (a) No person convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA in Guam, or an offense in any jurisdiction which includes, at a minimum, all of the elements of said offenses, or who is listed on the Sex Offender Registry, and who is employed by a business contracted to perform services for an agency or instrumentality of the government of Guam, shall work for his employer on the property of the government of Guam other than a public highway.

29. **BIDDER'S WARRANTY AS TO EMPLOYEES AND SEX OFFENSES:** ***Reference 5 GCA § 5253(b)***
Bidder warrants that no person providing services on behalf of the Bidder has been convicted of a sex offense under the provisions of Title 9, Chapter 25 of the Guam Code or an offense as defined in Article 2 of Chapter 28, Title 9 of the Guam Code, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry. Bidder warrants that if any person providing services on behalf of bidder is convicted of a sex offense under the provisions of Title 9, Chapter 25 of the Guam Code, or an offense as defined in Article 2 of Chapter 28, Title 9 of the Guam Code, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction. Any contactor found in violation of this section, after notice from the Government of such violation, shall within twenty-four (24) hours, take corrective action and shall report such action to the contracting authority. Failure to take corrective action with the stipulated period may result in the temporary suspension of the contract at the discretion of the Government.

30. **ACCESS TO RECORDS, INSPECTION, AND AUDIT REVIEW:** The PAG, the Government, and any of their authorized representatives must have the right of access to any documents, papers, or other records of the Bidder which are pertinent to the contract, in order to make audits, examinations, excerpts, and transcripts, and to inspect supplies and services, and audit records at any Bidder or proposed subcontractor's facility or place of business and perform tests both: prior to award of a contract, to determine responsibility and capability of performing any contract to be awarded under a solicitation, and to determine whether the Bidder or subcontractor's facilities, supplies, or services conform to solicitation requirements; or after award, to determine whether the awarded contractor is conforming to contract requirements, and its performance is therefore acceptable. This right also includes timely and reasonable access to the Bidder's personnel for the purpose of interview and discussion related to such documents. The Bidder agrees to abide by the following access, audit, and inspection terms:

A. ***Access to Records and Retention.*** The Bidder, including its subcontractors, if any, agrees that it shall maintain and retain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and relative to its cost or pricing data, and shall make such materials available at all reasonable times after submission of its Bid, during any awarded contract term, and for three (3) years from the date of final payment under any awarded contract or for three (3) years from the date that all other pending matters are closed, whichever is later, for inspection in Guam or at any reasonable location designated by the PAG, the Government, or any of their duly authorized representatives, unless the Bidder is notified in writing by the cognizant agency for audit, the oversight agency for audit, the cognizant agency for indirect costs, the PAG, or the Government, to extend the retention period. If any litigation, claim, or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. Records for real property and equipment acquired with the funds from the awarded contract must be retained for three (3) years after final disposition of the real property and equipment. The rights of access in this section are not limited to the required retention period but last as long as the records are retained. Each subcontract by the Bidder shall include a provision containing the conditions of this Section for any contract awarded under this solicitation. Only under extraordinary and rare circumstances would such access include review of the true name of victims of a crime. Routine monitoring cannot be considered extraordinary and rare circumstances that would necessitate access to this information. When access to the true name of victims of a crime is necessary, appropriate steps to protect this sensitive information must be taken by the PAG or the Government. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the PAG, the Government, or a delegate.

B. ***Right to Audit.*** Bidder shall establish and maintain a reasonable accounting system that enables the PAG or the Government to readily identify Bidder's assets, expenses, costs of goods, and use of funds. The PAG, the Government, and any of their authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to its bid, any proposal, the solicitation, or this Agreement, which are kept by or under the control of the Bidder, including, but not limited to those kept by the Bidder, its employees, agents, assigns, successors, and subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files (including bids of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back-charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. The awarded contractor shall, at all times during the term of any awarded contract and for a period of three (3) years after the date of final payment under any awarded contract, maintain such records, together with such supporting or underlying documents and materials. The Bidder shall at any time requested by the PAG, the Government, and any of their authorized representatives, whether before, during, or after completion of an awarded contract, and at Bidder's own expense make such records available for inspection and audit (including copies and extracts of records as required) by the PAG, the Government, and any of their authorized representatives. Such records shall be made available to the PAG, the Government, and any of their authorized representatives during normal business hours at the Bidder's office or

place of business without prior notice. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for the PAG, the Government, and any of their authorized representatives. Bidder shall ensure the PAG, the Government, and any of their authorized representatives has these rights with Bidder's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Bidder and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Bidder's obligations to the PAG, the Government, and any of their authorized representatives. Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the PAG, the Government, and any of their authorized representatives unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Bidder to the PAG, the Government, and any of their authorized representatives in excess of one-half of one percent (.5%) of the total contract billings, the Bidder shall reimburse the PAG, the Government, or the entity that conducted the audit for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the PAG, or the Government may recoup the costs of the audit work from the Bidder.

Any adjustments and/or payments that must be made as a result of any such audit or inspection of the awarded Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the PAG, the Government, and any of their authorized representatives' findings to Contractor.

C. ***Right to Enter and Inspect.*** The PAG, the Government, and any of their authorized representatives may, at any time, without notice, enter and inspect the Bidder's or subcontractor's facilities, place(s) of business, or any place(s) of performance of this Agreement. The PAG, the Government, and any of their authorized representatives may enter and inspect any plans, supplies, services, equipment, work, and records at these locations which are related to the performance of the contract, and may conduct any testing deemed necessary to determine the Bidder's or subcontractor's compliance or conformity to the solicitation or contract requirements. Guam may enter and audit the cost or pricing data, books, and records of the Bidder or any subcontractor, and/or investigate in connection with an action to debar or suspend a person from consideration for award of contracts pursuant to § 9102 (Authority to Debar or Suspend) of the Guam Procurement Rules and Regulations.

31. **INSPECTION AND ACCEPTANCE**: All supplies, materials, equipment, or services delivered under this contract shall be subject to the inspection and/or test conducted by the Government at any time or location before acceptance. 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.

32. **SAFETY INSPECTION:** All motor vehicles delivered under this contract must pass the Government Vehicle Inspection before delivery and acceptance at destination.

33. **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, kickbacks, and favors set forth on Article 11 (Ethics in Public Contracting) of the Guam Procurement Law and in Chapter 11 of the Guam Procurement Regulations.

34. **REPRESENTATION REGARDING CONTINGENT FEES:** The bidder 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.

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

36. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS:** Bidder stipulates that Title 5 GCA Chapter 37, the False Claims and Whistleblower Act applies to any awarded contract and to all Contractor's actions pertaining to the contract.

37. **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 the contract and the furnishing of goods, work, or services.

38. **CHANGE ORDERS:**
   A. ***Change Order.*** The Procurement Officer, at any time, and without notice to the sureties, in a signed writing designated or indicated to be a change order, may order:
      (1) changes in the services within the scope of the Agreement; and
      (2) changes in the time for performance of the Agreement that do not alter the scope of the Agreement. All contract change orders must be approved in writing by the Procurement Officer on a form approved by the PAG to record change orders.
   B. ***Adjustments of Price or Time for Performance.*** The PAG/Government reserves the right to increase or decrease the number of any unit priced quantity as may be deemed reasonable or necessary in order to complete the Services

contemplated under this Agreement. If any such change order increases or decreases the Contractor's cost of, or the time required for, performance of any part of the services under this Agreement, whether or not changed by the order, an adjustment shall be made and the Agreement modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Standard Price Adjustment Clause of this Agreement. Failure of the parties to agree to an adjustment shall not excuse a Contractor from proceeding with the Agreement as changed, provided that the Government promptly and duly make such provisional adjustments in payments or time for performance as may be reasonable. By proceeding with the services, the Contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion. All changes must be recorded on a contract change order before they can be included in an application for payment/invoice.

C. ***Written Certification.*** The Contractor shall not perform any change order in excess of $5,000 unless it bears, or the Contractor has separately received, a written certification, signed by the Procurement Officer/CEO or other responsible official that funds are available therefor; and, if acting in good faith, the Contractor may rely upon the validity of such certification.

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

E. ***Claim Barred After Final Payment.*** No claim by the Contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this Agreement.

F. ***Claims Not Barred.*** In the absence of such a change order, nothing in this clause shall restrict the Contractor's right to pursue a claim arising under the Agreement, if pursued in accordance with the clause entitled Claims Based Upon Procurement Officer's Actions or Omissions or for breach of contract.

39. **TIME FOR COMPLETION:** It is hereby understood and mutually agreed by the bidder that the time for delivery to final destination or the timely performance of certain services is an essential condition of this procurement. If the awarded refuses or fails to perform any of the provisions of the 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) and the Termination Clause of this IFB.

40. **JUSTIFICATION OF DELAY:** Bidders who are awarded contracts under this solicitation guarantee that the goods will be delivered to their destination or required services rendered within the time specified. If the bidder is not able to meet the specified delivery date, he is required to notify the Procurement Officer of such delay in writing, setting forth the justification pursuant to the provisions of 2 GAR, Div. 4 § 6101(8), and the Termination Clause of this IFB.

41. **GOVERNING LAW, JURISDICTION, AND VENUE CLAUSE:** Except to the extent United States federal law is applicable, the validity of the contract and of any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by the laws of Guam. Bidder expressly recognizes that the Government Claims Act (Title 5, Chapter 6 of the Guam Code) applies with respect only to claims of money owed by or to the Bidder/Contractor against the Government, if the claim arises out of or in connection with the contract. Bidder also expressly recognizes that all other claims by the Bidder/Contractor against the Government are subject to the Guam Procurement Law (Title 5, Chapter 5 of the Guam Code).

Bidder/Contractor hereby expressly consents to the jurisdiction and venue of Guam with respect to any protest or dispute resolution, and the forum of the courts of Guam with respect to any and all claims which may arise by reason of the contract, except as otherwise may be provided by Guam Procurement Law. By submitting a bid, Bidder/Contractor waives any and all rights it may otherwise have to contest the same or to proceed with any claims arising by reason of this IFB or any awarded contract in a different jurisdiction, forum, or venue.

42. **GUAM DEBARMENT:** Bidder/Contractor warrants that it will comply with the provisions of 5 GCA Chapter 5, Articles 9 and 11, subject to debarment or suspension, and that it will not employ any subcontractors who have been federally debarred or debarred by the government of Guam.

43. **TERMINATION:**

A. **Termination for Default, Nonperformance or Delay, Damages for Delay, Time Extensions.**

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

2. ***Contractor's Duties.*** Notwithstanding termination of the contract and subject to any directions from the PAG, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the PAG or the Government has an interest.

3. ***Compensation under Termination for Default.*** Payment for completed supplies delivered and accepted by PAG shall be at the contract price. Payment for the protection and preservation of property shall be in an amount agreed upon by Contractor and the PAG; if the parties fail to agree, the PAG shall set an amount subject to Contractor's rights under Article 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations. PAG may withhold from amounts due Contractor such sums as the PAG deems to be necessary to protect the PAG against loss because of outstanding liens or claims of former lien holders and to reimburse the PAG for the excess costs incurred in procuring similar goods and services.

4. ***Excuse for Nonperformance or Delayed Performance***. Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of the contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the PAG within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the Government and any other governmental entity in its sovereign or contractual

capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the supplies or services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the PAG shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the Agreement, the delivery schedule shall be revised accordingly, subject to the rights of the Government under the "Termination for Convenience" Section of this Termination clause. The term "subcontractor" means a subcontractor at any tier.

5. ***Erroneous Termination for Default.*** If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that Contractor was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, be the same as if the notice of termination had been issued pursuant to the clause providing for termination for convenience.

6. ***Additional Rights and Remedies.*** The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this solicitation or awarded contract.

B. **Termination for Convenience**

1. ***Termination.*** PAG may, when the interest of PAG so require, terminate any awarded contract in whole or in part, for the convenience of PAG or the Government. PAG shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.

2. ***Contractor's Obligations.*** Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work.

3. ***Right to Supplies.*** The Procurement Officer may require the contractor to transfer title and deliver to the Government in the manner and to the extent directed by the Procurement Officer:

(i) any completed supplies; and

(ii) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract.

The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the Government has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code of Guam, § 2706. Utilization of this Section in no way implies that the Government has breached the contract by exercise of this Termination for Convenience Clause.

4. ***Compensation for Termination for Convenience.***

(i) Contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data to the extent required by 2 GAR, Div. 4, § 3118 (Cost or Pricing Data) of the Guam Procurement Regulations bearing on such claim. If Contractor fails to file a termination claim within one year from the effective date of termination, the PAG may pay Contractor, if at all, an amount set in accordance with Subsection (iii) of this Section (C).

(ii) The PAG and Contractor may agree to a settlement provided the Contractor has filed a termination claim supported by cost or pricing data to the extent required by 2 GAR, Div. 4, § 3118 (Cost or Pricing Data) of the Guam Procurement Regulations and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the PAG, and the contract price of the work not terminated.

(iii) Absent complete agreement under Subsection (ii) of this Paragraph (4), the PAG shall pay Contractor the following amounts, provided payments agreed to under Subsection (ii) shall not duplicate payments under this Subsection (iii):

(a) contract prices for services accepted under the Agreement;

(b) costs incurred in preparing to perform and performing the terminated portion of the work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) that shall be no less than the fees due for the portion of the term calculated up-through the date of termination calculated on a pro-rata basis, less amounts paid or to be paid for accepted services; provided, however, that if it appears that Contractor would have sustained a loss if the entire Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;

(c) costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Section (ii) of this Paragraph (4). These costs must not include costs paid in accordance with Subsection (iii)(b) of this Paragraph (4);

(d) the reasonable settlement costs of Contractor including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Agreement for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this Agreement. The total sum to be paid Contractor under this Subsection (iii)(d) shall not exceed the total contract price plus the reasonable settlement costs of Contractor reduced by the amounts of payments otherwise made and the contract price of work not terminated.

(iv) Cost claimed, agreed to, or established under Subsections (ii) and (iii) of this Termination for Convenience Clause shall be in accordance with Article 7 (Cost Principles) of the Guam Procurement Regulations.

44. **STOP WORK ORDER/SUSPENSION OF SERVICES:**

A. ***Suspension for Convenience.*** The Procurement Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the services for such period of time as may be appropriate for the convenience of PAG.

B. ***Adjustment of Cost.*** If the performance of all or any part of the services is, for an unreasonable period of time, suspended, delayed, or interrupted by an act of the Procurement Officer in the administration of the awarded contract, or by the failure of the Procurement Officer to act within the time specified in this Agreement (or if no time is specified, within reasonable time), an adjustment shall be made for any increase in the cost of performance of the contract necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent: (a) that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor; or (b) for which an adjustment is provided for or excluded under any other provision of the contract.

C. ***Time Restriction on Claim.*** No claim under this clause shall be allowed: (a) for any costs incurred more than twenty (20) days before the Contractor shall have notified the Procurement Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and (b) Unless the claim is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment under the contract.

D. ***Adjustments of Price.*** Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this Agreement.

45. **STANDARD PRICE ADJUSTMENT CLAUSE:**

A. ***Price Adjustment Methods.*** Any adjustment in contract price pursuant to the awarded contract shall be made in one or more of the following ways:

1) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

2) by unit prices specified in the Bid, Proposal, contract, or as subsequently agreed upon;

3) by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract or subsequently agreed upon;

4) in such other manner as the parties may mutually agree; or

5) in the absence of an agreement between the parties, by a unilateral determination by the Procurement Officer of costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as computed by the Procurement Officer in accordance with generally accepted accounting principles and applicable sections under Chapter 7 (Cost Principles) of the Guam Procurement Regulations and subject to the provisions of Article 5, Chapter 5 of 5 GCA (Legal and Contractual Remedies) of the Guam Procurement Law.

B. ***Submission of Cost or Pricing Data.*** The Contractor shall submit cost or pricing data for any price adjustments subject to the provision of Section 3118 (Cost or Pricing Data) of the Guam Procurement Regulations. The PAG may require the Contractor to provide invoices, paid bills, or any other proof it deems appropriate to determine compliance with this provision.

C. ***Price Adjustment for Inaccurate Cost or Pricing Data.*** Any Change Order, Amendment, or modification to this Agreement which increases the price of the contract shall be adjusted to exclude any significant sums by which the PAG finds that such price was increased because the contractor- furnished cost or pricing data was inaccurate, incomplete or not current as of the date agreed upon between the Parties. The price shall also be adjusted to reflect the nonpayment by the Contractor of any taxes which would have been paid by the Contractor were it not for the exclusion provided by 11 GCA § 26203(k)(14) (Business Privilege Tax). Adjustments shall conform to the Defective Cost or Pricing Data Clause of the Guam Procurement Rules and Regulations.

46. **CLAIMS BASED UPON PROCUREMENT OFFICER'S ACTIONS OR OMISSIONS:**

A. ***Notice of Claim.*** If any action or omission on the part of the Procurement Officer, requiring performance changes within the scope of the solicitation or awarded contract constitutes the basis for a claim by Contractor for additional compensation, damages, or an extension of time for completion, Contractor shall continue with performance of the contract in compliance with the directions or orders of the Procurement Officer, but by so doing, Contractor shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

(1) Contractor shall have given written notice to the Procurement Officer:

(a) prior to the commencement of the work involved, if at that time, Contractor knows of the occurrence of such action or omission;

(b) within 30 days after Contractor knows of the occurrence of such action or omission, if Contractor did not have such knowledge prior to the commencement of the work; or

(c) within such further time as may be allowed by the Procurement Officer in writing.

This notice shall state that Contractor regards the act or omission as a reason which may entitle Contractor to additional compensation, damages, or an extension of time. The Procurement Officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Procurement Officer.

(2) The notice required by Subparagraph (A) of this Paragraph describes as clearly as practicable at the time the reasons why Contractor believes that additional compensation, damages, or an extension of time may be remedies to which Contractor is entitled; and

(3) Contractor maintains and, upon request, makes available to the Procurement Officer within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.

B. ***Limitations of Clause.*** Nothing herein contained, however, shall excuse Contractor from compliance with any rules of law precluding any Government officers and any contractors from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the solicitation or awarded contract.

47. **REMEDIES:** Any dispute arising under or out of the awarded contract is subject to the provisions of Article 9 (Legal and Contractual Remedies) of Guam's Procurement Law, and Chapter 9 of the Guam Procurement Regulations.

48. **MANDATORY DISPUTES CLAUSE:**

A. PAG and the Bidder/Contractor agree to attempt resolution of all controversies which arise under, or are by virtue of, this procurement and any resulting contract through mutual agreement. If the controversy is not resolved by mutual agreement, then the Bidder/Contractor shall request the Government in writing to issue a final decision within sixty days after receipt of the written request. If the Government does not issue a written decision within sixty days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Bidder/Contractor may proceed as though the Government had issued a decision adverse to the Bidder/Contractor.

B. PAG shall immediately furnish a copy of the decision to the Bidder/Contractor, by certified mail with a return receipt requested, or by any other method that provides evidence of receipt.

C. PAG's decision shall be final and conclusive, unless fraudulent or unless the Bidder/Contractor appeals the decision.

D. This subsection applies to appeals of the PAG's decision on a dispute. For money owed by or to the PAG under the contract, the Contractor shall appeal the decision in accordance with the Government Claims Act by initially filing a claim with the Office of the Attorney General no later than eighteen months after the decision is rendered by the PAG or from the date when a decision should have been rendered. For all other claims by or against the PAG arising under this procurement or awarded contract, the Office of the Public auditor has jurisdiction over the appeal from the decision of the PAG. Appeals to the Office of the Public Auditor must be made within sixty days of the PAG's decision or from the date the decision should have been made.

E. The Bidder/Contractor shall exhaust all administrative remedies before filing an action in the Superior Court of Guam in accordance with applicable laws.

F. The Bidder/Contractor shall comply with PAG's decision and proceed diligently with performance of the Agreement pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, the awarded contract, except where the Contractor claims a material breach of the Agreement by the PAG. However, if the PAG determines in writing that continuation of services under the awarded contract is essential to the public's health or safety, then the Contractor shall proceed diligently with performance of the contract notwithstanding any claim of material breach by the PAG.

49. **STATUTORY INTEREST CLAUSE:** Interest on amounts ultimately determined to be due to the Bidder/Contractor, or the Government, or the PAG shall be payable at the statutory rate applicable to judgments from the date the claim arose through the date of decision or judgment, whichever is later.

50. **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 IFB/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 4 (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this IFB/contract, liquidated damages shall not be due the territory. The contractor remains liable for damages caused other than by the delay.

51. **PHYSICAL LIABILITY:** If it becomes necessary for the Vendor, either as principal, agent or employee, to enter upon the premises or property of the PAG/government of Guam (Government) 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 PAG/Government 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 PAG/Government 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 when required.

52. **INSURANCE COVERAGE REQUIRED:** The amount of insurance required shall be determined by the PAG's General Manager depending upon the type of activity conducted, or to be conducted by the owners or operators of vehicles entering the Port's facilities other service providers accessing on foot.

A. Commercial General Liability including Broad Form Property Damage and Contractual Liability $1,000,000.00 combined single limit of liability
B. Worker's Compensation – Statutory
C. Automobile Liability - $1,000,000.00 combined single limit of liability

Insurance Company: The insurance coverage(s) must be issued by those insurance companies who are licensed to do business on Guam, as determined by the Insurance Commissioner of the Department of Revenue and Taxation.

Additional Insurance Provision: All Commercial insurance policies possessed by owners or operators of vehicles entering or using the Port's facilities and/or grounds must name the Port as an additional Insured in their policies and specify that the Port shall be given at least thirty (30 days' prior written notice of any cancellation, material change or reduction in coverage.

Proof of Insurance: An Insurance Certificate must be issued listing all the vehicles, equipment, trucks covered under the

insurance policy and filed with the Port Police Division. The insurance should include; Name of the Insured (The Port must be shown as an Additional Insured on all Commercial insurance policies):
Policy Number:

- Effective Date of Policy
- Limits of Insurance
- Description of Coverage Provided; and
- Name of Issuing Company

A certified copy of the Insurance Certificate must be carried in each vehicle, equipment and/or truck entering the Port facilities. This proof of insurance must be provided to the Port Police Division on an annual basis at least ten (10) days before the insurance policy expires.

Notice of Loss: In the event a Port tenant or user is involved in an accident within the Port's facilities or while on Routes 11A or 11B (Cabras Highway) and results in bodily injury or property damage, the Port Police Division must be immediately notified.

Workers' Compensation: All business entitles entering or using the Port's facilities must also possess Workers' Compensation Insurance coverage as prescribed by Guam laws and copies of such Certificate of Insurance are to be filed with the Port Police Division. Each certification shall specify that the Port shall be given at least thirty (30) days prior written notice of any cancellation, material change or reduction in coverage.

Interchange Agreement: In lieu of fulfilling the maximum insurance requirements listed herein, the Port user must provide to the Port a current Interchange Agreement. The primary company must have fulfilled the maximum insurance requirements listed above. The Interchange Agreement must specifically state and name the Port user as additional insured and the duration of coverage. The Port must be notified thirty (30) days prior written notice of any cancellation, materials change or reduction in coverage.

53. **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. In addition, the Government will hold the Vendor liable and will enforce the requirements as set forth in the General Terms and Conditions of this IFB.

54. **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 Subparagraph 26(a), 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.

GOVERNMENT OF GUAM
SELECTED TERMS AND CONDITIONS
(*Indicates Written Determination Required)

☐ 1. **"ALL OR NONE" BIDS:** By law, any bids that purports to limit acceptance to the entire bid shall be deemed non-responsive. Bidders shall not require the Government to accept or award on all bid items. However, by checking this item, the Government is requesting that the bidders submit bids on all of the bid items or none at all. The Government may award on any portion of the bid if it is determined to be in the best interests of the Government.

☐ 2. **MULTIPLE OR ALTERNATE BIDS:** By checking this item, the Government is allowing bidders to submit multiple or alternate bids. 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 provide any explanation of these alternate bids, prices, and products will result in rejection of the bid. However, if this item is not checked, multiple or alternate bids will be rejected, provided that if a bidder clearly indicated a base bid, it shall be considered for award as though it were the only bid submitted by the bidder.

☐ 3. **BRAND NAME OR EQUAL SPECIFICATION*:** Use of the brand name herein is for the purpose of describing the quality, performance, compatibility, and characteristics desired and is not intended to limit competition. Any reference in the solicitation to the brand name and/or numbers is due to lack of satisfactory specification or general commodity description. Such reference is intended to be descriptive, but not restrictive, and is used for the sole purpose of providing prospective bidders with a description of the item(s) or service(s) that will be satisfactory. Bids on comparable items will be considered, provided the bidder clearly states in the bid the exact articles being offered and how it differs from the original specification.

☐ 4. **BRAND NAME SPECIFICATION*:** A particular brand name, product, or feature of a product peculiar to one manufacturer has been designated in the specifications. It has been determined that this particular brand name, product, or feature is essential to the Government's needs and bidders must offer the specified brand name, product, or feature in their bid.

☐ 5. **DELIVERY TIME IS AN EVALUATION FACTOR:** Lower priced bids are generally preferable to shorter delivery or performance bids. However, pursuant to 5 GCA § 5010, Delivery time may be considered as a factor in making an award to a responsive bidder. If this item is checked, time is of the essence for delivery, and a shorter delivery time will be awarded the contract, in the best interests of government of Guam, if the average delivery time in the bid is at least ten percent (10%) shorter than the average delivery time of a lower priced responsive bid, and if the price offered by the bidder offering the faster delivery or performance is responsive, does not exceed one hundred five percent (105%) of the lower priced bid, and does not exceed the maximum funds available for the solicitation. If there are two or more bids meeting these criteria, the shortest delivery time will be awarded.

☒ 6. **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, if such literature is available from the manufacturer in the ordinary course of business. The literature furnished must clearly identify the item(s) in the Bid. The descriptive literature is requested to establish, for the purpose of a product acceptability evaluation, the required characteristics of the item(s) bid. However, **if this item is NOT checked** bid samples or descriptive literature should not be submitted unless expressly requested and, regardless of any attempt by a bidder to condition the bid on any unsolicited bid samples, or descriptive literature, which are submitted at the bidder's risk, may not be examined or tested, and will not be deemed to vary any provisions of the IFB.

☐ 7. **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.

☐ 8. **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 complies with these aforementioned Federal Laws.

☐ 9. **FEDERAL GSA SCHEDULES:** The Port Authority of Guam is accepting Federal GSA pricing inclusive with shipping cost to Guam. If the bid pricing existing on the Federal GSA website from a qualified vendor for qualifying items on the date of opening of the bids, plus the confirmed price of shipping costs to Guam, confirmed after the opening of the bids, is the lowest price, then the contract will be awarded to that vendor. If this price is lowest in accordance with 5 GCA § 5122, then the contract must be awarded to that vendor.

☒ 10. **BID SECURITY REQUIREMENT: Pursuant to 5 GCA § 5212, for all competitive sealed bidding for the procurement of supplies or services exceeding $25,000.00, Bid Security in the amount of 15% of the total bid price must accompany the bid, unless bidder is exempted from this requirement by U.S. federal law.** Bidder is required to submit Bid Security in the form of a Bid Bond supported by good and sufficient surety or sureties acceptable to the PAG/Government; acceptable forms include postal money order, certified check, cashier's check, standby irrevocable letter of credit, or, under U.S. Treasury Department regulations, certain bonds or notes of the United States. The Bid Security shall be submitted in the same bid envelope or submission with the Bid, to be held by the PAG/Government pending award. The Bid Security must be in United States Dollars and made payable to the PORT AUTHORITY OF GUAM in the amount of fifteen percent (15%) of the total bid price. Any Bid Bond must be submitted with the Bid Bond Form contained in this solicitation. Personal Checks will not be accepted as Bid Security. After Bid Opening, if a successful Bidder withdraws its Bid or fails to enter into a contract within the prescribed time, the Bid Security will be forfeited to the PAG/Government in accordance with the laws of Guam. The Bid Security shall be held until complete delivery of the supplies or services by the successful bidder is deemed to be satisfactory

to adequately protect the best interests of the PAG/Government from default, and thus, no separate performance bond shall be required of the successful bidder on a contract for supplies or services. Bids will be rejected if not accompanied by acceptable Bid Security. For detailed information on bonding matters, contact the Guam Department of Revenue and Taxation.

[X] 11. **SURETY BONDS:** Bid and Bid Bond coverage must be signed or countersigned in Guam by a foreign or alien surety's resident general agent.

[X] 12. **MULTIPLE AWARDS*:** Multiple awards shall be issued for this IFB on the basis of the lowest responsive and responsible bidder per line item. Any such awards shall be limited to the least number of suppliers necessary to meet the valid requirements of using agencies. The actual requirements of all users that can be met under the contract must be obtained in accordance with the contract, provided, that: (A) the Government reserves the right to take bids separately if a particular quantity requirement arises which exceeds its normal requirement or an amount specified in the contract; (B) the Government reserves the right to take bids separately if the Chief Procurement Officer, the Director of Public Works, or the head of a Purchasing Agency approves a finding that the supply or service available under the contract will not meet a nonrecurring special need of the territory; and (C) The Government is allowed to procure supplies produced, or services performed, incidental to the Government's own programs as may be available when such supplies or services satisfy the need.

[X] 13. **MULTI-TERM CONTRACT*:** The contract to be offered under this solicitation is a multi-term contract. Any contract awarded under this IFB is subject to the availability of certified funds. The Procurement Officer will notify the Contractor on a timely basis whether the funds are, or are not, available for the continuation of the contract for each succeeding fiscal period. In the event that funds are not available for any succeeding fiscal period, the contract shall be cancelled; however, this does not affect either Party's right to terminate under the termination clauses of the contract. If cancelled, contractor will be reimbursed its unamortized reasonably incurred non-recurring costs. Bidders must submit prices for the entire time of performance of the contract, and shall submit a unit price for each supply and service. Unit prices shall be the same throughout the performance of the contract.

[X] 14. **CONTACT FOR CONTRACT ADMINISTRATION:** The successful bidder that receives a contract as a result of this Solicitation, shall designate a person whom we may contact for prompt administration.

[X] 15. **FIRM FIXED-PRICE TYPE OF CONTRACT:** The contract awarded under this solicitation shall be a firm fixed-price contract, with firm fixed prices for all bid items and unit prices submitted by the awarded bidder. These unit prices and the price of the contract are not subject to adjustment because of variations in the contractor's cost of performing the work specified in the contract.

[ ] 16. **FIXED-PRICE WITH PRICE ADJUSTMENT TYPE OF CONTRACT*:** The contract awarded under this solicitation shall be a fixed-price with price adjustment contract, with firm fixed prices for all bid items and unit prices submitted by the awarded bidder. These unit prices are not subject to adjustment because of variations in the contractor's cost of performing the work specified in the contract. The formula or other basis by which the adjustment in the total contract price can be made is specified in the solicitation and on the bid form. If a price increase occurs in accordance with the formula or other basis provided in the solicitation, the Contractor shall give notice of such price increase to the Procurement Officer ten (10) days prior to the implementation of any such price increase.

[X] 17. **INDEFINITE QUANTITY*:** The contract offered under this solicitation is for an indefinite number of supplies or services to be furnished as specified or as ordered, and establishes firm fixed unit prices for the term of the contract. Bidders agree to furnish all supplies and services at these fixed prices for the duration of the contract.

[ ] 18. **VARIATIONS IN ESTIMATED QUANTITIES:** Variations Requiring Adjustments. Where the quantity of a pay item in this contract is an estimated quantity and where the actual quantity of such pay item varies more than 15% above or below the estimated quantity stated in this contract, an adjustment in the contract price shall be made upon demand of either party. The adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115% or below 85% of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Director of Public Works or the head of the Purchasing Agency shall, upon receipt of a timely written request for an extension of time, prior to the date of final settlement of the contract, ascertain the facts and make such adjustment for extending the completion date as in the judgment of the Director of Public Works or the head of the Purchasing Agency the findings justified. (2) Adjustments of Price. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.

[X] 19. **MULTI-USER PROCUREMENT:** All other agencies or instrumentalities of the executive branch and the Judiciary of Guam shall be eligible users of the awarded contract(s) under this IFB. In the event that other agencies of the government of Guam have the same requirements, upon notifications and acceptance, the effective price of said bid shall be used as a confirm price for purchase orders issued by those using agencies. All terms and conditions of this solicitation shall apply to such purchases. This additional requirement shall not exceed the term of the contract awarded under this solicitation.

[ ] 20. **INSTALLMENT PAYMENTS*:** Payments under the contract awarded under this solicitation shall be made in installments pursuant to 2 GAR, Div. 4, § 3106.

[X] 21. **OPTIONS FOR EXTENSION AND/OR RENEWAL TERMS:** At the sole option of the PAG, and upon satisfactory performance by the Bidder/Contractor, the awarded contract may be extended or renewed for any number of time period(s) determined to be in the best interests of the Government, as specified in this solicitation, for the purposes of continuity of services. Any Renewal Term shall not be subject to negotiation, but shall be a renewal of the entire contract on the exact same time frame, terms, conditions, and pricing as in effect under the Initial Term of the awarded contract. Any Extension shall not be subject to negotiation, but shall be an extension of the contract on the same terms, conditions, and pricing in effect under the awarded contract, for a new time frame, as specified in the solicitation.

All Options for Extension or Renewal Terms are subject to the availability of additional funds. Unless cancelled for lack of funds, terminated, renewed, or extended prior to expiration, the contract shall expire at the end of the stated Initial term

or at the end of any subsequent Option for Extension or Renewal Term exercised by the PAG. Exercise of any option to extend or renew is always at the Government's discretion only, and not subject to agreement or acceptance by the contractor, pursuant to 2 GAR, Div. 4, § 3119(k)(1).

[X] 22. **SCHEDULE FOR DELIVERY:** Successful bidder shall notify the PORT AUTHORITY OF GUAM (PAG), Telephone No. 477-5931 ext. 252, at least twenty-four (24) hours before delivery of any item under this solicitation.

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

[ ] 24. **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.

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

[ ] 26. **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.

GOVERNMENT OF GUAM
SEALED BID SOLICITATION INSTRUCTIONS

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

ALL QUESTIONS AND CONCERNS in regards to this bid must be addressed to the Port Authority of Guam's Procurement Officer: Rory J. Respicio rjrespicio@portofguam.com, Attention: Mark A. Cabrera macabrera@portofguam.com, and Kirida Charfauros khcharfauros01@portofguam.com no later than **Tuesday, June 9, 2026 AT 4:00 P.M.**

No Entitlement to Preparation Costs – the bidder expressly waives any right it may have against the government for any expenses incurred in connection with the preparation of its bid.

1. **BID FORMS**: Each bidder shall be provided with one (1) set 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. All payments for this purpose shall be by cash, certified check, or money order and shall be made payable to the PORT AUTHORITY OF GUAM (EO 86-24).

2. **PREPARATIONS OF BIDS**:

   2.0 Bidders are required to examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at bidder's risk.

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

   2.2 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.

   2.3 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.

   2.4 No Entitlement to Preparation Costs – the bidder expressly waives any right it may have against the government for any expenses incurred in connection with the preparation of its bid.

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. Any information that changes the terms and conditions of the IFB will be issued in writing as an amendment to the Solicitation pursuant to 2 GAR Div.4 §3109.

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. **GENERAL SUBMISSION OF BIDS**:
   a) If hard copies of bids are required, bids shall be enclosed in sealed envelopes and addressed to the office and Single Point of Contact specified in the Solicitation. Modifications or withdrawals of bids may also be enclosed in sealed envelopes and addressed to the office and Single Point of Contact 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 or electronic bids will not be considered unless authorized by the Solicitation. However, bids may be modified or withdrawn by written, electronic, or telegraphic notice, provided such notice is received prior to the hour and date specified for receipt.

   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 in this solicitation. Regardless of any attempt by a bidder to condition the bid, unsolicited samples or descriptive literature will not be examined or tested and are submitted at the bidder's risk, and will not be deemed to vary any of the provisions of this Solicitation.

   e) If multiple or alternate bids are allowed under this solicitation, the bid(s) will be considered as stated in the "Selected Terms and Conditions" Section of this IFB. If submitting an alternate bid, it must be in a separate envelope and clearly labeled "ALTERNATE BID," failure to do so may be grounds for rejection.

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. **MODIFICATION OR WITHDRAWAL OF BIDS**: Bids may be modified or withdrawn only as provided under Guam's Procurement Law and Guam's Procurement Regulations. The Government reserves the right to waive any minor informalities as provided under Guam's Procurement Law and Guam's Procurement Regulations.

8. **LATE BID, LATE WITHDRAWALS, AND LATE MODIFICATIONS**:
   a) Definition: Any bid received after the time and date set for receipt of bids is late. Any withdrawal or modification of a bid received after the time and date set for opening of bids at the place designated for opening is late (Guam Procurement Regulations 2 GAR, Div.4, § 3109(k)).

   b) Treatment: No late bid, late modification, or late withdrawal will be considered unless received before contract award, and the bid, modification, or withdrawal would have been timely but for the action or inaction of Government personnel directly serving the procurement activity.

9. **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.

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

11. **SELLER'S 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.

12. **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 13, 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)).

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

Item No.	Description	Qty	Unit	Unit Price	Price Extension

Optional Bid Items shall not be taken into consideration for award of this bid. However, the Port may elect to award these items if you are the lowest responsive and responsible for any of the other items in this Invitation for Bid.

1.1 36,000 BTU Air Conditioner 1 SE $_____ $_____

SPECIFICATIONS:

BIDDING ON/REMARKS

Split-type Ductless, *Wall Mount,
Condenser unit with anti-corrosion protection on housing and coils,
Evaporator unit noise level less than 50dB, R-454B or R32 Refrigerant,
208-230VAC, 60Hz, 1Ph, SEER=16 minimum,
EER=Not less than 10.0, With standard wiring and piping kit,
**** Stainless Steel brackets and installation hardware,**
Certification from NRTL (See NOTES),

Bidding On:
Brand: _____
Part/Model Number: _____
Specifications: _____
Date of Delivery: _____

1.2 Installation for 36,000 BTU Air Conditioner 1 EA $_____ $_____

1.3 (Optional Bid Items for Line Item 1.1)

					BIDDING ON/REMARKS
[1] Five (5) Year Warranty on Compressor,	5	YR	$_____	$_____	_____
[1] Three (3) Year Warranty on Parts,	3	YR	$_____	$_____	_____
[2] Two (2) Year Preventive Maintenance (Twice –a-Year). See Footnotes	2	YR	$_____	$_____	_____

_____ _____ _____ _____ _____ _____ _____

2.1 30,000 BTU Air Conditioner 1 SE $_____ $_____

SPECIFICATIONS:

BIDDING ON/REMARKS

Split-type Ductless, * Wall Mount,
Condenser unit with anti-corrosion protection on housing and coils,
Evaporator unit noise level less than 50dB, R-454B or R32 Refrigerant,
208-230VAC, 60Hz, 1Ph, SEER=16 minimum,
EER=Not less than 10.0, With standard wiring and piping kit,
**** Stainless Steel brackets and installation hardware,**
Certification from NRTL (See NOTES),

Bidding On:
Brand: _____
Part/Model Number: _____
Specifications: _____
Date of Delivery: _____

2.2 Installation for 30,000 BTU Air Conditioner 1 EA $_____ $_____

2.3 (Optional Bid Items for Line Item 2.1)

					BIDDING ON/REMARKS
[1] Five (5) Year Warranty on Compressor,	5	YR	$_____	$_____	_____
[1] Three (3) Year Warranty on Parts,	3	YR	$_____	$_____	_____
[2] Two (2) Year Preventive Maintenance (Twice –a-Year). See Footnotes	2	YR	$_____	$_____	_____

Item No.	Description	Qty	Unit	Unit Price	Price Extension
3.1	24,000 BTU Air Conditioner	1	SE	$_____	$_____

SPECIFICATIONS:

BIDDING ON/REMARKS

Split-type Ductless, * Wall Mount,
Condenser unit with anti-corrosion protection on housing and coils,
Evaporator unit noise level less than 45dB, R-454B or R32 Refrigerant,
208-230VAC, 60Hz, 1Ph, SEER=18 minimum,
EER=Not less than 12.2, With standard wiring and piping kit,
** Stainless Steel brackets and installation hardware,
Certification from NRTL (See NOTES),

Bidding On:
Brand: _____
Part/Model Number: _____
Specifications: _____
Date of Delivery: _____

3.2 Installation for 24,000 BTU Air Conditioner	1	EA	$_____	$_____		
3.3 (Optional Bid Items for Line Item 3.1)					BIDDING ON/REMARKS	
[1] Five (5) Year Warranty on Compressor,	5	YR	$_____	$_____	_____	
[1] Three (3) Year Warranty on Parts,	3	YR	$_____	$_____	_____	
[2] Two (2) Year Preventive Maintenance (Twice –a-Year). See Footnotes	2	YR	$_____	$_____	_____	

4.1	18,000 BTU Air Conditioner	1	SE	$_____	$_____	

SPECIFICATIONS:

BIDDING ON/REMARKS

Split-type Ductless, * Wall Mount,
Condenser unit with anti-corrosion protection on housing and coils,
Evaporator unit noise level less than 45dB, R-454B or R32 Refrigerant,
208-230VAC, 60Hz, 1Ph, SEER=18 minimum,
EER=Not less than 12.2, With standard wiring and piping kit,
** Stainless Steel brackets and installation hardware,
Certification from NRTL (See NOTES),

Bidding On:
Brand: _____
Part/Model Number: _____
Specifications: _____
Date of Delivery: _____

4.2 Installation for 18,000 BTU Air Conditioner	1	EA	$_____	$_____		
4.3 (Optional Bid Items for Line Item 4.1)					BIDDING ON/REMARKS	
[1] Five (5) Year Warranty on Compressor,	5	YR	$_____	$_____	_____	
[1] Three (3) Year Warranty on Parts,	3	YR	$_____	$_____	_____	
[2] Two (2) Year Preventive Maintenance (Twice –a-Year). See Footnotes	2	YR	$_____	$_____	_____	

Item No.	Description	Qty	Unit	Unit Price	Price Extension
5.1	12,000 BTU Air Conditioner	1	SE	$_____	$_____

SPECIFICATIONS: **BIDDING ON/REMARKS**

Split-type Ductless, * Wall Mount,
Condenser unit with anti-corrosion protection on housing and coils,
Evaporator unit noise level less than 40dB, R-454B or R32 Refrigerant,
208-230VAC, 60Hz, 1Ph, SEER=20 minimum,
EER=Not less than 12.2, With standard wiring and piping kit,
** Stainless Steel brackets and installation hardware,
Certification from NRTL (See NOTES),

Bidding On:
Brand: _____
Part/Model Number: _____
Specifications: _____
Date of Delivery: _____

5.2 Installation for 12,000 BTU Air Conditioner	1	EA	$_____	$_____	

5.3 (Optional Bid Items for Line Item 5.1) **BIDDING ON/REMARKS**

[1] Five (5) Year Warranty on Compressor,	5	YR	$_____	$_____	_____
[1] Three (3) Year Warranty on Parts,	3	YR	$_____	$_____	_____
[2] Two (2) Year Preventive Maintenance (Twice –a-Year). See Footnotes	2	YR	$_____	$_____	_____

_____	_____	_____	_____	_____	_____	_____

6.1	9,000 BTU Air Conditioner	1	SE	$_____	$_____

SPECIFICATIONS: **BIDDING ON/REMARKS**

Split-type Ductless, * Wall Mount,
Condenser unit with anti-corrosion protection on housing and coils,
Evaporator unit noise level less than 40dB, R-454B or R32 Refrigerant,
110-120VAC, 60Hz, 1Ph, SEER=20 minimum,
EER=Not less than 12.2, With standard wiring and piping kit,
** Stainless Steel brackets and installation hardware,
Certification from NRTL (See NOTES),

Bidding On:
Brand: _____
Part/Model Number: _____
Specifications: _____
Date of Delivery: _____

6.2 Installation for 9,000 BTU Air Conditioner	1	EA	$_____	$_____	

6.3 (Optional Bid Items for Line Item 6.1) **BIDDING ON/REMARKS**

[1] Five (5) Year Warranty on Compressor,	5	YR	$_____	$_____	_____
[1] Three (3) Year Warranty on Parts,	3	YR	$_____	$_____	_____
[2] Two (2) Year Preventive Maintenance (Twice –a-Year). See Footnotes	2	YR	$_____	$_____	_____

Item No.	Description	Qty	Unit	Unit Price	Price Extension
7.1	Installation of In-Line Voltage Monitor	6	SE	$_____	$_____

NOTES:

A. Item Nos. 1.1, 2.1, 3.1, 4.1, 5.1, and 6.1

1. Unit Cost is for purchase of the corresponding Air Conditioner with the listed accessories, and without installation.

2. Must be designed to operate with, and include, Refrigerant types R-410A, R-454B, or R-32.

3. Item to include standard pre-installation length of wiring and piping.

4. Unit must have certification with a Nationally Recognized Testing Laboratory (NRTL) such as UL, ETL, AHRI. Certification must be provided on Bid submission.

5. Documentation proof must be provided for the anti-corrosion protection of the Condenser housing and coils – whether applied by manufacturer or by awarded bidder. Protection must be applicable for coastal marine salt-spray environment.

6. * Item will be wall mount type for indoor unit, and wall or floor mount type for outdoor unit.

7. ** Item to include stainless steel brackets for outdoor units. Non-stainless steel brackets will only be accepted if the bracket material is galvanized and the narrowest section is not less than 3/16-inch thickness. All exterior mounting hardware shall be stainless steel.

B. Item Nos. 1.1, 2.1, 3.1, 4.1, and 5.1

1. Units must be designed to operate at 208-230 Volts, 60Hz.

C. Item No. 6.1

1. Unit must be designed to operate at 110-120 Volts, 60Hz.

D. Item Nos. 1.2, 2.2, 3.2, 4.2, 5.2, and 6.2

1. Bidder Installation of unit is optional and will be based on each individual Requisition order and subsequent Purchase Order.

2. Installation to be performed by certified technician(s) in accordance with established standards; and to include: proper refrigerant charge, testing and sign-off that unit operates as per manufacturer design.

3. For all installations, PAG will ensure mounting locations are clear of any interference/obstruction, and local disconnect means is available with proper power supply.

4. PAG to provide/operate personnel lift equipment for Condenser installations 8 feet above ground level. Bidder to provide its own required PPE for all installations.

5. Bidder to conduct post-cleanup of work areas for each installation.

E. Item No. 7.1

1. Bidder Installation of Voltage Monitor device is optional and will be based on each individual Requisition order and subsequent Purchase Order.

2. Voltage Monitor system shall include a Voltage Monitor compatible for voltages as specified on all Air Conditioners. A 2-Pole Contactor rated for 30 Amps having a Coil rated at 208-230VAC/60Hz will be installed for Item Nos. 1.1, 2.1, 3.1, 4.1, and 5.1. For Item No. 6.1, a 2-Pole Contactor rated for 30 Amps with a Coil rated at 110-120VAC/60Hz will be installed. All equipment for each installation shall be housed in a nonmetallic or stainless steel enclosure.

NOTES: ***(Continued)***

3. Installation and wiring to be performed by certified technician(s) in accordance with established standards; and to include: testing and sign-off that installed unit operates as per system design. Bidder offer for this Item is subject to review and approval by PAG.

F. Requirements for Entry into Port Security areas

1. Awarded Bidder must comply with requirements for the entry of its personnel and vehicles into the Port security areas. As outlined on Policy Memorandum No. 97-01, there is auto liability, commercial general liability, and worker compensation insurance requirements; depending on the type of activity to be conducted by Vendor representative(s) entering the Port security area. Copy of the policy memorandum can be made available for review.

FOOTNOTES FOR OPTIONAL BID ITEMS:

[1] Five (5) Year Warranty on Compressor and Three (3) Year Warranty on Parts, is only applicable when each Item (Nos. 1.1, 2.1, 3.1, 4.1, 5.1, and 6.1) is ordered/purchased in combination with the corresponding Installation Item number.

[2] Two (2) Year Preventive Maintenance is only applicable when each Item (Nos. 1.1, 2.1, 3.1, 4.1, 5.1, and 6.1) is ordered/purchased in combination with the corresponding Installation Item number.

The above specifications were developed by the Port Authority of Guam Facility Maintenance Division, Alex Aflague, Facility Maintenance Manager; reviewed by Annie L.G. Sablan, Acting Procurement and Supply Manager; and approved by Rory J. Respicio, General Manager. Specifications were derived and compiled based on research of industry availability, USEPA Clean Air Act refrigerant compliance requirements, responses to survey questionnaires, and any technical literature received from vendors(s).