GSA

GENERAL SERVICES AGENCY

(Ahensian Setbision Hinirat)
Government of Guam
CC Bldg, Rm. 230, Tamuning, Guam

2nd Floor ITC Bldg. Rm. 230, Tamuning, Guam 96931 Tel: 475-1705*475-1706*

Accountability	₇ *	Impartialit	v *	Com	petence *	* / \.	penness	*	Value

INVITATION FOR BID NO: GSA-033-25

DESCRIPTION:

60-Month Lease for Multifunction Color Copier/Printer/Scanner/Fax

SPECIAL REMINDER TO PROSPECTIVE BIDDERS

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

- (X) BID GUARANTEE (15% of Bid Amount) May be in the form of;
 - Reference #11 on the General Terms and Conditions
 - a. Cashier's Certified Check
 - b. Surety Bond Valid only if accompanied by:
 - 1. Current Certificate of Authority issued by the Insurance Commissioner;
 - 2. Power of Attorney issued by the Surety to the Resident General Agent;
 - 3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.
- (X) BROCHURES/DESCRIPTIVE LITERATURE;
- (X) AFFIDAVIT DISCLOSING OWNERSHIP, INFLUENCE, COMMISSIONS AND CONFLICTS OF INTEREST (Required by 5 GCA § 5233 as amended by P.L. 36-13 (4/9/2021))
 - a. Date of signature of the person authorized to sign the bid and the notary date must be the same.
- (X) OTHER REQUIREMENTS:

Affidavit re Ethical Standards, Affidavit re No Gratuities or Kickbacks, Special Provision; Restriction Against Sexual Offenders, Affidavit D.O.L. Wage Determination, Affidavit re Non-Collusion, Affidavit re Contingent Fees,

(X) CURRENT BUSINESS LICENSE/CONTRACTOR'S LICENSE/SPECIALTY LICENSE IN REFERENCE TO SUPPLIES OR SERVICES FOR THIS BID must be submitted prior to an award.

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

On this day of	 , 202, I			_,				
authorized representative of prospective bidders with the a	 	acknowledge	receipt	of	this	special	reminder	to

Bidder Representative's Signature

Invitation for Bid: GSA-033-25

ACKNOWLEDGEMENT RECEIPT FORM

Please be advised that to be considered a prospective bidder you must fill out this Acknowledgement receipt form. Please submit form by email to **gsaprocurement@gsadoa.guam.gov**

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

Name
Signature
Date
Time
Contact Number
Fax Number
Contact Person regarding IFB
Title
E-Mail Address
Company/Firm

Address

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

All questions and concerns in regards to this bid must be submitted to the General Services Agency via email at gsaprocurement@gsadoa.guam.gov attention to the Chief Procurement Officer no later than Friday, May 5, 2025 close of business at 5:00pm.

Reference Page 10 of 40 #2(e) – 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.

Reference Page 10 of 40 #5. <u>ACKNOWLEDGMENT OF AMENDMENTS TO SOLICITATIONS</u>: Receipt of an amendment to a Solicitation by a bidder must be acknowledged by signing an acknowledgment of receipt of the amendment. Such acknowledgment must be received prior to the hour and date specified for receipt of bids.

Bid Opening: This bid shall be submitted in duplicate and sealed to the issuing office above no later than **Time: 2:00pm, Date: 05/19/2025** and shall be publicly opened. Bid submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions, and Sealed Bid Solicitation for details.

CONTRACT TERMS AND CONDITIONS

GSA-033-25 60-Month Lease for Multifunctional Color Copier/Printer/Scanner/Fax

Article I

Contract Terms

- **1.1 Required Delivery Date.** The Awardee shall provide the goods/services within Ninety (90) days of receipt of purchase order.
- 1.2 Term of Contract. The Awardee shall provide the goods/services for a period of 60 months.

Article II

Warranty

2.1 Machine Replacement Guarantee. If not satisfied with the performance throughout the lease term, an equal or comparable replacement devise will be provided at no additional charge.

Article III

Prohibitions

3.1 REPRESENTATION REGARDING GRATUITIES AND KICKBACKS

The bidder, offeror, or contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in §11206 (Gratuities and Kickbacks) of the Guam Procurement Regulations."

3.2 REPRESENTATION REGARDING CONTINGENT FEES

The contractor represents that it has not retained 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.

3.3 REPRESENTATION REGARDING ETHICAL STANDARDS FOR GOVERNMENT EMPLOYEES AND FORMER GOVERNMENT EMPLOYEES

The bidder, offeror, 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 set forth in 5 GCA Chapter 5 Article 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.

3.4 RESTRICTION AGAINST CONTRACTORS EMPLOYING CONVICTED SEX OFFENDERS FROM WORKING AT GOVERNMENT OF GUAM VENUES.

- (1) no person providing services on behalf of the contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry; and
- (2) if any person providing services on behalf of the contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.

INVITATION FOR BID CONTRACT

ISSUING OFFICE: GENERAL SERVICES AGENCY A 1 GOVERNMENT OF GUAM

ANDRIANA QUITUGUA Acting Chief Procurement Officer	2nd FLOOR ITC BLDG. RM. 2 TAMUNING, GUAM 96931	230,
DATE ISSUED: April 25, 2025	BID INVI	TATION NO: <u>GSA-033-25</u>
BID FOR: 60-Month Lease Multifund SPECIFICATION: SEE ATTACHE DESTINATION: <u>GUAM ENVIRON</u>	D	
REQUIRED DELIVERY DATE: 90	Days Upon Receipt of Purchas	e Order.
INSTRUCTION TO BIDDERS:		
INDICATE WHETHER: INDIV	IDUALPARTNERSHIP _	CORPORATION
		(Time) <u>2:00pm</u> , Date: <u>05/19/2025</u> and shall be publicly tached General Terms and Conditions, and Sealed Bid
on the schedule provided, unless otherwise specif	need by the bidder. In consideration to the rations, the undersigned agrees that this bi	tes at the price stated opposite the respective items listed expense of the Government in opening, tabulating, and id remain firm and irrevocable within <u>90</u> calendar days
NAME AND ADDRESS OF BIDDER:	SIGNATURE AND AUTHORIZED TO	
AWARD: CONTRACT NO.:	AMOUNT:	DATE:
ITEM NO(S). AWAR	DED:	
	CONTRACTING OF	FFICER:
	ANDRIANA QU Acting Chief Procure	
NAME AND ADDRESS OF CONTRACTO		TITLE OF PERSON SIGN THIS CONTRACT:

GOVERNMENT OF GUAM GENERAL TERMS AND CONDITIONS

SEALED BID SOLICITATION AND AWARD

Only those Boxes checked below with an "X" are applicable to this bid.

- 1. [X] AUTHORITY: This solicitation is issued subject to all the provision of the Guam Procurement Act (5GCA, Chapter 5) and the Guam Procurement Regulations (copies of both are available at the Office of the Complier of laws, Department of Law, copies available for inspection at General Services Agency). It requires all parties involved in the Preparation, negotiation, performance, or administration of contracts to act in good faith.
- 2. [X] GENERAL INTENTION: Unless otherwise specified, it is the declared and acknowledged intention and meaning of these General Terms and conditions for the bidder to provide the Government of Guam (Government) with specified services or with materials, supplies or equipment completely assembled and ready for use.
- 3. [X] TAXES: Bidders are cautioned that they are subject to Guam Income Taxes as well as all other taxes on Guam Transactions. Specific information on taxes may be obtained from the Director of Revenue and Taxation.
- **4. [X] LICENSING:** Bidders are cautioned that the Government will not consider for award any offer submitted by a bidder who has not complied with the Guam Licensing Law. Specific information on licenses may be obtained from the Director of Revenue and Taxation.
- 5. [X] LOCAL PROCUREMENT PREFERENCE: All procurement of supplies and services where possible, will be made from among businesses licensed to do business on Guam in accordance with section 5008 of the Guam Procurement Act (5GCA, Chapter 5) and Section 1-104 of the Guam Procurement Regulations.
- **6. [X] COMPLIANCE WITH SPECIFICATIONS AND OTHER SOLICITATION REQUIREMENTS**: Bidders shall comply with all specifications and other requirements of the Solicitation.
- 7. [] "ALL OR NONE" BIDS: NOTE: By checking this item, the Government is requesting all of the bid items/requirements to be bid or none at all in accordance with 2 GAR, Div.4 Section 3115(f).
- 8. [X] INDEPENDENT PRICE DETERMINATION: The bidder, upon signing the Invitation for Bid, certifies that the prices in his bid were derived at without collusion, and acknowledge that collusion and anti-competitive practices are prohibited by law. Violations will be subject to the provision of Section 5651 of that of the Guam Procurement Act. Other existing civil, criminal or administrative remedies are not impaired and may be in addition to the remedies in Section 5651 of the Government code.
- 9. [X] BIDDER'S PRICE: The Government will consider not more than two (2) (Basic and Alternate) item prices and the bidder shall explain fully each price if supplies, materials, equipment, and/or specified services offered comply with specifications and the products origin. Where basic or alternate bid meets the minimum required specification, cost and other factors will be considered. Failure to explain this requirement will result in rejection of the bid.
- 10. [X] BID ENVELOPE: Envelope shall be sealed and marked with the bidder's name, Bid number, time, date and place of Bid Opening.
- 11. [X] BID GUARANTEE REQUIREMENT: Bidder is required to submit a Bid Guarantee Bond or Certified Cashier's Check in the same bid envelope to be held by the Government pending award. The Bid Guarantee Bond or Certified Cashier's Check must be issued by any local surety or banking institution licensed to do business on Guam and made payable to the Treasurer of Guam in the amount of fifteen percent (15%) of his highest total bid offer. The Bid Bond must be submitted on Government Standard Form BB-1 (copy enclosed). Personal Checks will not be accepted as Bid Guarantee. If a successful Bidder (contractor) withdraws from the bid or fails to enter into contract within the prescribed time, such Bid guarantee will be forfeited to the Government of Guam. Bids will be disqualified if not accompanied by Bid Bond or Certified Cashier's check. Bidder must include in his/her bid, valid copies of a Power of Attorney from the Surety and a Certificate of Authority from the Government of Guam to show proof that the surety company named on the bond instrument is authorized by the Government of Guam and qualified to do business on Guam. For detailed information on bonding matters, contact the Department of Revenue and Taxation. Failure to submit a valid Power of Attorney and Certificate of Authority on the surety is cause for rejection of bid. Pursuant to 5 GCA § 5212, all competitive sealed bidding for the procurement of supplies or services exceeding \$25,000.00 a 15% Bid Security of the total bid price must accompany the bid package. The bid bond or Certified Cashier's Check will serve as Bid Security for this procurement.

- 12. [X] PERFORMANCE GUARANTEE: Bidders who are awarded a contract under this solicitation, guarantee that goods will be delivered or required services performed within the time specified. Failure to perform the contract in a satisfactory manner may be cause for suspension or debarment from doing business with the Government of Guam. In addition, the Government will hold the Vendor liable and will enforce the requirements as set forth in Section 41 of these General Terms and Conditions.
- 13. [X] SURETY BONDS: Bid and Bid Bonds coverage must be signed or countersigned in Guam by a foreign or alien surety's resident general agent. The surety must be an Insurance Company, authorized by the government of Guam and qualified to do business in Guam. Bids will be disqualified if the Surety Company does not have a valid Certificate of Authority from the Government of Guam to conduct business in Guam.
- **14. [X] COMPETENCY OF BIDDERS:** Bids will be considered only from the bidders who, in the opinion of the Government, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.
- 15. [X] DETERMINATION OF RESPONSIBILITY OF BIDDERS: The Chief Procurement Officer reserves the right for securing from bidders information to determine whether or not they are responsible and to inspect plant site, place of business; and supplies and services as necessary to determine their responsibility in accordance with Section 16 of these General Terms and Conditions. (2 GAR, Div. 4 § 3116)
- **16. [X] STANDARD FOR DETERMINATION OF LOWEST RESPONSIBLE BIDDER:** In determining the lowest responsible offer, the Chief Procurement Officer shall be guided by the following:
 - a) Price of items offered.
 - **b)** The ability, capacity, and skill of the Bidder to perform.
 - c) Whether the Bidder can perform promptly or within the specified time.
 - d) The quality of performance of the Bidder with regards to awards previously made to him.
 - e) The previous and existing compliance by the Bidder with laws and regulations relative to procurement.
 - f) The sufficiency of the financial resources and ability of the Bidder to perform.
 - g) The ability of the bidder to provide future maintenance and services for the subject of the award.
 - h) The compliance with all of the conditions to the Solicitation.
- 17. [X] TIE BIDS: If the bids are for the same unit price or total amount in the whole or in part, the Chief Procurement Officer will determine award based on 2 GAR, Div. 4, § 3109(o) (2) or to reject all such bids.
- 18. [X] BRAND NAMES: Any reference in the Solicitation to manufacturer's Brand Names and number is due to lack of a satisfactory specification of commodity description. Such preference is intended to be descriptive, but not restrictive and for the sole purpose of indicating prospective bidders a description of the article or services that will be satisfactory. Bids on comparable items will be considered provided the bidder clearly states in his bid the exact articles he is offering and how it differs from the original specification.
- 19. [X] DESCRIPTIVE LITERATURE: Descriptive literature(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The literature furnished must clearly identify the item(s) in the Bid. The descriptive literature is required to establish, for the purpose of evaluation and award, details of the product(s) the bidder proposes to furnish including design, materials, components, performance characteristics, methods of manufacture, construction, assembly or other characteristics which are considered appropriate. Rejection of the Bid will be required if the descriptive literature(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the descriptive literature(s) by the time specified in the Solicitation will require rejection of the bid.
- 20. [] SAMPLES: Sample(s) of item(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The sample(s) should represent exactly what the bidder proposes to furnish and will be used to determine if the item(s) offered complies with the specifications. Rejection of the Bid will be required if the sample(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the sample(s) by the time specified in the Solicitation will require rejection of the Bid.
- 21. [] LABORATORY TEST: Successful bidder is required to accompany delivery of his goods with a Laboratory Test Report indicating that the product he is furnishing the Government meets with the specifications. This report is on the bidder's account and must be from a certified Testing Association.
- 22. [X] AWARD, CANCELLATION, & REJECTION: Award shall be made to the lowest responsible and responsive bidder, whose bid is determined to be the most advantageous to the Government, taking into consideration the evaluation factors set forth in this solicitation. No other factors or criteria shall be used in the evaluation. The right is reserved as the interest of the Government may require to waive any minor irregularity in bid received. The Chief Procurement Officer shall have the authority to award, cancel, or reject bids, in whole or in part for any one or more items if he determines it is in the public interest. Award issued to the lowest

responsible bidder within the specified time for acceptance as indicated in the solicitation, results in a bidding contract without further action by either party. In case of an error in the extension of prices, unit price will govern. It is the policy of the Government to award contracts to qualified local bidders. The Government reserves the right to increase or decrease the quantity of the items for award and make additional awards for the same type items and the vendor agrees to such modifications and additional awards based on the bid prices for a period of thirty (30) days after original award. No award shall be made under this solicitation which shall require advance payment or irrevocable letter of credit from the government (2 GAR, Div.4 §1103).

- 23. [] MARKING: Each outside container shall be marked with the Purchase Order number, item number, brief item description and quantity. Letter marking shall not be less than 3/4" in height.
- **24. [X] SCHEDULE FOR DELIVERY:** Successful bidder shall notify the General Services Agency, Telephone No. (671) 475-1710, at least twenty-four (24) hours before delivery of any item under this solicitation.
- 25. [] BILL OF SALE: Successful supplier shall render Bills of Sale for each item delivered under this contract. Failure to comply with this requirement will result in rejection of delivery. The Bill of Sale must accompany the items delivered but will not be considered as an invoice for payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.
- **26.** [X] 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.
- 27. [X] INSPECTION: All supplies, materials, equipment, or services delivered under this contract shall be subject to the inspection and/or test conducted by the Government at destination. If in any case the supplies, materials, equipment, or services are found to be defective in material, workmanship, performance, or otherwise do not conform with the specifications, the Government shall have the right to reject the items or require that they be corrected. The number of days required for correction will be determined by the Government.
- 28. [] MOTOR VEHICLE SAFETY REQUIREMENTS: The Government will only consider Bids on motor vehicles which comply with the requirements of the National Traffic and Motor Vehicle safety Act of 1966 (Public Law 89-563) and Clean Air Act as amended (Public Law 88-206), that are applicable to Guam. Bidders shall state if the equipment offered comply with these aforementioned Federal Laws.
- **29.** [] **SAFETY INSPECTION:** All motor vehicles delivered under this contract must pass the Government of Guam Vehicle Inspection before delivery at destination.

30. [X] GUARANTEE:

a. Guarantee of Vehicle Type of Equipment:

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

- b. Guarantee of Other Type of Equipment: The successful bidder shall guarantee all other types of equipment offered, except those mentioned in 30a, above, against defective parts, workmanship, and performance for a period of not less than three (3) months after date of receipt of equipment. Bidder shall also provide service to the equipment for at least three (3) months. All parts found defective within that period shall be repaired or replaced by the Contractor without cost to the Government. Repairs, adjustments or replacements of defective parts shall be completed by the contractor within six (6) working days after notice from the Government.
- c. Compliance with this Section is a condition of this Bid.
- 31. [X] REPRESENTATION REGARDING ETHICS IN PUBLIC PROCUREMENT: The bidder or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a Government employee to breach any of the ethical standards and represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth on Chapter 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.

- 32. [X] REPRESENTATION REGARDING CONTINGENT FEES: The contractor represents that it has not retained a person to solicit or secure a Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business (GPR Section 11-207).
- 33. [X] EQUAL EMPLOYMENT OPPORTUNITY: Contractors shall not discriminate against any employee or applicant of employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that employees are treated equally during employment without regards to their race, color, religion, sex, or national origin.
- **34. [X] COMPLIANCE WITH LAWS:** Bidders awarded a contract under this Solicitation shall comply with the applicable standard, provisions, and stipulations of all pertinent Federal and/or local laws, rules, and regulations relative to the performance of this contract and the furnishing of goods.
- **35.** [] **CHANGE ORDER:** Any order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-03.1 of the Guam Procurement Regulations.
- **36. [X] STOP WORK ORDER:** Any stop work order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-04.1 of the Guam Procurement Regulations.
- 37. [X] CANCELLATION OF INVITATION FOR BIDS OR REQUEST FOR PROPOSALS: Any Invitation for Bid may be cancelled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interests of the Territory in accordance with regulations promulgated by the Policy Office. The reasons therefor shall be made part of the contract file.
- 38. [X] TIME FOR COMPLETION: It is hereby understood and mutually agreed by and between the contractor and the Government that the time for delivery to final destination or the timely performance of certain services is an essential condition of this contract. If the contractor refuses or fails to perform any of the provisions of this contract within the time specified in the Purchase Order (from the date Purchase Order is acknowledged by vendor), then the contractor is in default. Defaults will be treated subject to and in accordance with the provisions of 2 GAR, Div. 4 § 6101(8)
- 39. [X] JUSTIFICATION OF DELAY: Bidders who are awarded contracts under this Solicitation, guarantee that the goods will be delivered to their destination or required services rendered within the time specified. If the bidder is not able to meet the specified delivery date, he is required to notify the Chief Procurement Officer of such delay. Notification shall be in writing and shall be receive by the Chief Procurement Officer at least twenty-four (24) hours before the specified delivery date. Notification of delay shall include an explanation of the causes and reasons for the delay including statement(s) from supplier or shipping company causing the delay. The Government reserves the right to reject delay justification if, in the opinion of the Chief Procurement Officer, such justification is not adequate.
- **40. [X] SERVICE-DISABLED VETERAN OWNED BUSINESS PREFERENCE:** Bidding is subject to the policy in favor of Service-Disabled Veteran Owned Business as defined in 5 GCA sections 5011 and 5012.
- 41. [X] LIQUIDATED DAMAGES: When the contractor is given notice of delay or nonperformance as specified in Paragraph 1 (Default) of the Termination for Default Clause of this contract and fails to cure in the time specified, the contractor shall be liable for damages for delay in the amount of one-fourth of one percent (1%) of outstanding order per calendar day from date set for cure until either the territory reasonable obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contractor's delay or non-performance is excused under Paragraph 15 (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this contract, liquidated damages shall not be due the territory. The contractor remains liable for damages caused other than by delay. 2 GAR, Div. 4 §6101(d).
- 42. [X] PHYSICAL LIABILITY: If it becomes necessary for the Vendor, either as principal, agent or employee, to enter upon the premises or property of the Government of Guam in order to construct, erect, inspect, make delivery or remove property hereunder, the Vendor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of any accidents, injuries or damages to any person or property during the progress of the work herein covered, and to be responsible for, and to indemnify and save harmless the Government of Guam from the payment of all sums of money by reason of all or any such accidents, injuries or damages that may occur upon or about such work, and fines, penalties and loss incurred for or by reasons of the violations of any territorial ordinance, regulations, or the laws of Guam or the United States, while the work is in progress. Contractor will carry insurance to indemnify the Government of Guam against any claim for loss, damage or injury to property or persons arising out of the performance of the Contractor or his employees and agents

of the services covered by the contract and the use, misuse or failure of any equipment used by the contractor or his employees or agents, and shall provide certificates of such insurance to the Government of Guam when required.

- **43.** [X] Contract will be cancelled if funds not appropriated or insufficient, and that government will timely inform contractor. 2 GAR, Div.4 § 3121(e) (1) (C) and 2 GAR, Div.4 § 3121(e)(1)(D).
- 44. [] If cancelled, contractor will be reimbursed unamortized reasonably incurred non-recurring costs. 2 GAR, Div.4 §3121(e)(1) (G).
- **45. [X] Debarment and Suspension:** (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- **46. [X] Byrd Anti-Lobbying Amendment**: (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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

Name:	Title:	
Address:	Telephone:	

GOVERNMENT OF GUAM

SEALED BID SOLICITATION INSTRUCTIONS

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

2. PREPARATIONS OF BIDS:

- a) Bidders are required to examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at bidder's risk
- b) Each bidder shall furnish the information required by the Solicitation. The bidder shall sign the solicitation and print or type his name on the Schedule. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent are to be accompanied by evidence of this authority unless such evidence has been previously furnished to the issuing office.
- c) Unit price for each unit offered shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the amount column of the Schedule for each item offered. In case of discrepancies between a unit price and extended price, the unit price will be presumed to be correct. Unit price(s) and extended price(s) apart from the "Basic and Alternate" bid, furnished outside of the space(s) provided will not be considered.
- d) Bids for supplies or services other than those specified will not be considered. Time, if stated as a number of days, means calendar days and will include Saturdays, Sundays, and holidays beginning the day after the issuance of a Notice to Proceed. Time stated ending on a Saturday, Sunday or Government of Guam legal holiday will end at the close of the next business day.
- e) 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.
- f) Bidder shall indicate in the "Bidding On/Remarks" column of the bid form whether or not their bid complies on each item specified.
- 3. EXPLANATION TO BIDDERS: Any explanation desired by a bidder regarding the meaning or interpretation of the Solicitation, drawings, specifications, etc., must be submitted in writing and with sufficient time allowed for a written reply to reach all bidders before the submission of their bids. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective bidder concerning a Solicitation will be furnished to all prospective bidders in writing as an amendment to the Solicitation if such information would be prejudicial to informed bidders.
- 4. PRE-OPENING MODIFICATION OR WITHDRAWL OF BIDS: Bids may be modified or withdrawn by written notice received in the office designated in the Invitation for Bids prior to the time and date set for bid opening. 2 GAR §3109(j)(1).
- 5. <u>ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS</u>: 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.

6. SUBMISSION OF BIDS:

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

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 territorial personnel directly serving the procurement activity.
- 9. CANCELLATION OR REVISION OF BID: This IFB may be canceled, or any and all bids may be rejected in whole or in part as may be pursuant to 2 GAR §3115, when it is in the best interest of the Government. Additionally, in accordance with 2 GAR §9105, if prior to award it is determined that a solicitation or proposed award of a contract is in violation of the law, then the solicitation or proposed award shall be canceled or revised to comply with the law. The reasons therefore shall be made part of the contract file.
- 10. **REJECTION OF BIDS:** Any bidder submitted in response to this IFB may be rejected in whole or in part with it is in the best interest of the Government, in accordance with GAR §3115(e). Reasons for rejecting bids include but are not limited to: (1) The business that submitted the bids is non-responsive as determined under GAR §3116; (2) The bid ultimately fails to meet the announced requirements of the Government in some material respect; or (3) The bid price is clearly unreasonable. Upon request, unsuccessful bidders shall be advised of the reasons for rejection.

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

11. TERMINATION OF CONTRACT: 1. TERMINATION OF CONVENIENCE PURSUANT TO GAR § 6101(10)

- a) Termination: The Government, when the interest of the Government so requires, may terminate this contract in whole or in part, for the Convenience of the Government. The Purchasing Agency shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.
- b) Contractor's Obligations: The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified.
- c) Condition of Termination: Notwithstanding the foregoing, the cessation of services for people requiring services shall be contingent upon the Government obtaining a substitute provider for the services and the contractor shall cooperate by taking all reasonable and necessary steps to ensure that services are not interrupted and transferred to the succeeding provider. The contractor shall issue a written memorandum detailing the status of the contractor's ongoing services initiating termination or any fault of either party.
- 12. MANDATORY DISPUTES RESOLUTION CLAUSE: In the event of a conflict between this "Mandatory Disputes Resolution Clause" and any other terms in this contract, it is the intent of the government of Guam and the contractor that the terms of this clause are to be given precedence.
 - (1) Disputes Contractual Controversies. The government of Guam and the contractor agree to attempt resolution of all controversies which arise under, or are by virtue of, this contract through mutual agreement. If the controversy is not resolved by mutual agreement, then the contractor shall request the head of the purchasing agency, or their designee, in writing to issue a final decision within sixty days after receipt of the written request in keeping with 5 GCA § 5427(c). The head of the purchasing agency or their designee shall immediately furnish a copy of the decision to the contractor, by certified mail with a return receipt requested, or by any other method that provides evidence of receipt.
 - (2) Absence of a Written Decision within Sixty Days. If the head of the purchasing agency, or their designee 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 contractor may proceed as though the head of the purchasing agency, or their designee had issued a decision adverse to the contractor.
 - (3) Appeals to the Office of Public Accountability. The head of the purchasing agency, or their designee's decision shall be final and conclusive, unless fraudulent or unless the contractor appeals the decision administratively to the Public Auditor in accordance with 5 GCA § 5706.
 - (4) Disputes Money Owed To or By the Government of Guam. This subsection applies to appeals of the government of Guam's decision on a dispute. For money owed by or to the government of Guam under this contract, the contractor shall appeal the decision in accordance with the "Governments Claims Act", 5 GCA § 6101 et. Seq., by initially filing a claim with the Office of the Attorney General no later than eighteen months after the decision is rendered by the government of Guam or from the date when a decision should have been rendered. For all other claims by or against the government of Guam arising under this contract, the Office of the Public Auditor has jurisdiction over the appeal from the decision of the government of Guam. Appeals to the Office of the Public Auditor must be made within sixty days of government of Guam's decision or from the date the decision should have been made.

- (5) Exhaustion of Administrative Remedies. The contractor shall exhaust all administrative remedies before filing an action in the Superior Court of Guam in accordance with applicable laws.
- (6) Performance of Contract Pending Final Resolution by the Court. The contractor shall comply with the government of Guam's decision and proceed diligently with performance of this contract pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, this contract, except where the contractor claims a material breach of this contract by the government of Guam. However, if the head of the purchasing agency determines in writing that continuation of services under this 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 government of Guam.
- 13. <u>CONTRACT REMEDIES:</u> Remedies pursuant to 2 GAR § 9101. Any dispute arising under or out of this contract is subject to the provisions of Chapter 9 (Legal and Contractual Remedies) of Guam Procurement Regulations (GAR chapter 9)

14. 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.
- **15. GOVERNMENT FURNISHED PROPERTY:** No material, labor or facilities will be furnished by the Government unless otherwise provided for in the Solicitation.
- 16. <u>SELLER' INVOICES</u>: 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 landing.
- 17. RECEIPT, OPENING AND RECORDING OF BIDS: Bids and modifications shall be publicly opened in the presence of one or more witnesses, at the time, date, and place designated in the Invitation for Bids. The name of each bidder, the bid price, and such other information as is deemed appropriate by the Procurement Officer, shall be read aloud and recorded, or otherwise made available. The names and addresses of required witnesses shall be recorded at the opening. The opened bids shall be available for public inspection except to the extent the bidder designates trade secrets or other proprietary data to be confidential as set forth in accordance with Section 12, below. Material so designated shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. Prices, makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary (Guam Procurement Regulations 2 GAR, Div.4 §3109(k)).
- 18. CONFIDENTIAL DATA: If a bidder considers any information submitted in its bid to be confidential, the bidder must identify in writing to the Government those portions which it considers confidential, and must request in writing that those portions be kept confidential. Only trade secrets and proprietary data will be considered confidential. If there is a request for confidentiality, the Government will render a decision on the request as soon as practicable after bids are opened. The Government will advise any bidder requesting confidentiality, of the Government's decision in writing. If the Government does not agree with a bidder's request, then the Government will inform the bidder that it may lodge a protest regarding any part of the Government's decision by following the procedure for protests outlined in Chapter 9 of the Guam Procurement Regulations.
- 19. PROHIBITION AGAINST GRATUITIES AND KICKBACKS: With respect to this procurement and any other contract that bidder may have or wish to enter into with the Government, the bidder represents that he/she has not violated, is not violating, and promises that he will not violate the prohibition against gratuities and kickbacks set forth in the Guam Procurement Regulations GAR §11170(e)
- 20. <u>STATEMENT OF QUALIFICATIONS</u>: The ability capacity and skill of the Bidders to perform; whether the bidder can perform promptly or within the specified time; The quality of performance of the Bidder with regards to awards previously made to him; The sufficiency of the financial resources and ability of the bidders to perform; And the compliance with all of the conditions to the solicitation.

21. WAGE AND BENEFIT COMPLIANCE-CONTRACTORS PROVIDING SERVICES:

a) Contractor with regard to all person its employs whose purpose in whole or in part is the direct delivery of services contracted for with the Government of Guam in this procurement, shall pay such employees in accordance with the Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor for such labor as is

- employed in the direct deliverance of deliverables to the government of Guam. 5 GCA §5801 Contractor shall be responsible for flowing down this obligation to its subcontractors.
- b) The Wage Determination most recently issued by the U.S. Department of Labor at the time this Agreement was awarded to Contractor shall be used to determine wages and benefits which shall be paid to employees pursuant to this clause. 5 GCA §5801
- c) Should any contract contain a renewal clause, then at the time of renewal adjustments there shall be stipulations contained in that contract for applying the Wage Determination, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply. 5 GCA §5801
- d) In addition to the Wage Determination detailed above, health and similar benefits for employees having a minimum value as detailed in the wage Determination issued and promulgated by the U.S. Department of Labor shall apply. Contractor shall pay a minimum of ten (10) paid holidays per annum per employee. 5 GCA §5802
 - Any violation of Contractor or its sub-contractor(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
- e) In addition to any and all other breach of contract actions the Government of Guam may have under this procurement, in the event there is a violation in the process set forth in subsection (e) above, Contractor may be placed on probationary status by the Chief Procurement Officer of the General Service Agency, or its successor, for a period of one (1) year.
- f) During the probationary status, a Contractor shall not be awarded any contract by any instrumentality of the Government of Guam. A Contractor who has been placed on probationary status, or has been assessed a monetary penalty pursuant to 5 G.C.A. Article 13 Title 5 may appeal such penalty or probationary status to the Superior Court of Guam. 5 GCA §5804
- g) Contractor along with all proposed offerors and submitter under this procurement were required to submit a Declaration of Compliance with Wage Determination laws as part of this procurement with a copy of the most recent Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor. 5 GCA §5805
- h) The applicable USDOL Wage Determination Rate Revision (as defined by subsections (b) and (c)) is to this Agreement. Contractor agrees to provide upon written request by the Government of Guam written certification of its compliance with its obligations as part of each invoice, along with the names of any employees, their positions, and detailed wage and benefits paid in keeping with this section. Additionally upon request by Government of Guam the Contractor shall submit source documents as to those individuals provide direct services in part or whole under this Agreement and its payments to them of such wages and benefits.
- 22. <u>ETHICAL STANDARDS</u>: With respect to this procurement and any other contract that the Contractor may have, or wish to enter into, with any government of Guam agency, the Contractor represents that it has not knowingly influenced, and promises that it will not knowingly influence, any government employee to breach any of the ethical standards set forth in the Guam Procurement Law and in any of the Guam Procurement Regulations. GAR §11103(b)
- 23. PROHIBITION AGAINST CONTINGENT FEES: The Contractor represents that he has not retained any person or agency upon an Agreement or understanding for a percentage, commission, brokerage, or other contingent arrangement, except for retention of bona fide employees or bona fide established commercial selling agencies, to solicit or secure this Agreement or any other contract with the government of Guam or its agencies. GAR §11108(f)
- 24. CONTRACTOR'S WARRANTY AS TO EMPLOYEES AND SEX OFFENSES. Reference 5 GCA §5253 (b): Contractor warrants that no person providing services on behalf of the Contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry.
 - Contractor warrants that if any person providing services on behalf of Contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction. Any contactor found in violation of this section, after notice from the Government of Guam, after notice from the contracting authority of such violation, shall within twenty-four (24) hours, take corrective action and shall report such action to the contracting authority. Failure to take corrective action with the stipulated period may result in the temporary suspension of the contract at the discretion of the Government of Guam.
- 25. POLICY IN FAVOR OF SERVICE-DISABLED VETERAN OWNED BUSINESSES: P.L. 31-115 (September 20, 2011) 5 GCA §5011 and §5012 In the procurement of any supply or service, (except for professional services), if such supply or service is offered by a Service-Disabled Veteran Owned Business "SDVOB", as defined in 5 GCA § 5012, that is at least fifty one percent (51%) owned by service-disabled veteran(s), and if the supply or service is available within the period that is required for the procurement, and the price for the supply or service does not exceed one hundred five percent (105%) of the lowest bidder price, a

preference shall be given to that SDVOB by the Government of Guam, and the supply or service shall be purchased from said SDVOB. This shall be in addition to any other procurement benefit the SDVOB may qualify for under Guam law. A business concern is a qualified SDVOB if: (a) the business concern is licensed to do business on 7Guam; (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 are service-connected as demonstrated by a DD214, and certified by an award letter from the U.S. Department of Veterans Affairs; the DD214 and Disability award letter from U.S. Department of Veterans Affairs are submitted to the Government of Guam procuring agency for every service offered; and the service-disabled veteran(s) owner(s) of the business concern has filed individual tax returns on Guam for a period of at least three (3) consecutive years.

26. POLICY IN FAVOR OF WOMEN-OWNED BUSINESSES. 5GCA §5013

(a)Notwithstanding any other provision of law, if any entity of the government of Guam or any entity expending governmental funds intends to procure any supply or service which is offered by a business concern that is at least fifty-one percent (51%) owned by women, that entity shall procure such supply or service from that business concern if the supply or service is available within the period required by the procuring entity and the price for the supply or service does not exceed one hundred five percent (105%) of the lowest price bidder, and shall be in addition to any other procurement benefit the women-owned business may qualify for under Guam law. The procuring entity shall determine the lowest price to the entity in the case of more than one (1) women-owned business, or a women-owned business and a service-disabled veteran owned business, who are competing for the same government contract. (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.

- 27. <u>CERTIFICATION OF INDEPENDENT PRICE DETERMINATION</u>: The undersigned Bidder certifies that the bid price submitted was independently arrived at without collusion GAR §3126
- 28. <u>LICENSING OR CERTIFICATE(S) OF EXEMPTIONS</u>: Bidders are cautioned that the Government will not consider for award any offer submitted by a bidder who cannot comply with the Guam Licensing Law. Specific information on license or exemptions may be obtained from the Director of Revenue and Taxation.
- 29. <u>EQUAL EMPLOYMENT OPPORTUNITY:</u> Bidder shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that employees are treated equally during employment without regards to their race, color, religion, sex, or national origin.

30. DISCLOSURE OF OWNERSHIP, FINANCIAL, AND CONFLICTS OF INTEREST. (5 GCA §5233)

Prior to award, every person who is a prospective bidder of a contract to be acquired under any method of source selection authorized by this Chapter shall submit a Disclosure Statement, executed as an affidavit under oath, disclosing the name of each person who currently or has owned an ownership interest in the prospective bidder greater than ten percent (10%) at any time during the twelve (12 month period immediately preceding the date of the solicitation (the "relevant disclosure period"). 5 GCA §5233(c)(2)

Continuing Duty of Disclosure. Notwithstanding any other provision of this Chapter, the duty to disclose the information required under this Section shall be, upon award, a continuing duty of a contractor of every contract subject to this Chapter, and all such information shall become part of the procurement record required by §5249 of this Chapter. Throughout the term of a contract subject to the terms of this Chapter, the contractor shall promptly make any disclosures not made previously and update changes in the identities or other required information, interests, or conflicts of the persons required to be disclosed herein. Failure to comply with this Section shall constitute a material breach of contract. 5 GCA §5233(g)

GOVERNMENT OF GUAM

GENERAL SERVICES AGENCY 2nd Floor ITC Bldg. Rm. 230, Tamuning, Guam 96931

BID BOND

NC)		
KNOW ALL MEN BY THESE PRESENTS (hat		as Principal
KNOW ALL MEN BY THESE PRESENTS thereinafter called the Principal, and (Bonding			
A duly admitted insurer under the laws of the			
Held firmly bound unto the Territory of Guam	for the sum of	-	•
Dollars (\$), for Payment of	of which sum will and
truly to be made, the said Principal and the said	d Surety bind ourselves	s, our heirs, executo	rs, administrators,
successors and assigns, jointly and severally, f	irmly by these presents		
WHEREAS, the Principal has submitted a b	id for (identify project	by number and brie	f description)
or bonds as may be specified in bidding or Coperformance of such Contract and for the prothereof, or in the event of the failure of the Principal shall pay to the Territory of Guaramounts specified in said bid and such large contract with another party to perform work specified in the Invitation for Bids then this obeffect. Signed and sealed this	ompt payment of labor incipal to enter such Con the difference not the er amount for which the covered by said bid bligation shall be null a	and material furni- contract and give suc- contract and give suc- contract and give suc- contract and expension of Gu distribution of Gu distribut	shed in the prosecution ch bond or bonds, if the lty hereof between the nam may in good faith e liquidated amount as to remain full force and
Signed and sealed this	day of		202
			(GEAL)
	(1	PRINCIPAL)	(SEAL)
(WITNESS)			
(111122)			
(TITLE)			
(MAJOR OFFICER OF SURETY)		MAJOR OFFICER	OF SURETY)
(TITLE)		(TITLE)
		(RESIDENT GENI	ERAL AGENT)

DOA 113/Rev: 4-1-87

INSTRUCTION TO PROVIDERS:

NOTICE to all Insurance and Bonding Institutions:

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

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

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

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

AFFIDAVIT DISCLOSING OWNERSHIP, INFLUENCE, COMMISSIONS AND CONFLICTS OF INTEREST

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

CITY OF ______)

)	S.		
ISLAN	ID OF	GUAM)			
ander Guhis Affi nfluence days pre to disclo submittin	uam's ladavit re, comme ceding se any ng this	Procurement Law for the equires all Bidders/Offinissions, gratuities, kick the publication of this changes to the facts di Affidavit is awarded a	purpose of entering into a rors/Prospective Contract backs, and conflicts of inte solicitation and until away closed herein throughout contract, the duty to discl	conding to any method of so a contract with the government ors to make disclosures erest occurring during the ard of a contract. This includes the solicitation process; are lose any changes to the fany extensions or renewal	ment of Guam, of ownership, a 365 calendar cludes the duty and if the entity facts disclosed
				that I am an authorized repe check and fill out all that	
[[]			ndividual with a business l dividual, with principal pla	
[[]		715 or 5 GCA §§ 5030(n)	s a business or article or 5233(b)), and is a sole	proprietorship
[[]	(as defined in 1 GCA following multiple inde	§ 715 or 5 GCA §§ 503 iduals. Note: owners of r	is a business or arti 60(n) or 5233(b)), and is nore than 10% are statutor ntage are encouraged to be	owned by the rily required to
		Name of Owner	Principal Place Address	e of Business Street	% of Interest
					- ——— - ———

Commissions a	sing Ownership, Influen and Conflicts of Interest t Form 002 (Rev. 11/17/		
[]	Any more-than- per 5 GCA § 523	the more-than-10% owners listed above is a business or artifectation of such a business or artificial person are 33. Note: any less-than-25% owners of such a business or artificial below.	listed below
Name of >1	10% Owner Busine	ess or Artificial Person:	
Owner Busi Person (ners of the >10% ness or Artificial "Second Tier wner")	Owner's Principal Place of Business Street Address	% of Interest
Name of ot	her >10% Owner]	Business or Artificial Person:	
>10% Own Artificial P	owners of the ner Business or Person ("Second Owner")	Owner's Principal Place of Business Street Address	% of Interest
such	Second Tier Own	er identified above is an artificial person, the natural or artificial per who have held more than 49% of the shares or intrive Contractor (Third Tier Owners) are as follows [if none, ple	erest in the
Secon	nd Tier Owner Nam	ne	
Nan	ne of Third Tier Ow	vner 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

Name	Principal Place of Business Street Address	Amount Compen
	the persons who have directly or indirectly participated in the	
who are also emplo federal funds are	byces of the government of Guam or the government of the ce to be used in the payment of the contract Prospective Contract for which this Affidavit is submitted,	e United Starelated t
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who are also emplo federal funds are Bid/Offer/Proposal/ none, please so state	byees of the government of Guam or the government of the ce to be used in the payment of the contract Prospective Contract for which this Affidavit is submitted, e):	e United Starelated t
who are also employ federal funds are Bid/Offer/Proposal/ none, please so state Name Regardless of any of	byees of the government of Guam or the government of the ce to be used in the payment of the contract Prospective Contract for which this Affidavit is submitted, e):	e United Starelated to are as follows to control to

Page 3 of 4

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Affidavit Disclosing Ownership, Influence, Commissions and Conflicts of Interest AG Procurement Form 002 (Rev. 11/17/2021)

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. Н. I hereby declare under penalty of perjury under the laws of Guam that the foregoing is true and correct. (date) Executed on: _____ 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 Subscribed and sworn to before me This day of , 20 .

NOTARY PUBLIC

AFFIDAVIT RE NON-COLLUSION

CITY OF)
ISLAND OF GUAM) ss.)
	[state name of affiant signing below], being first duly
sworn, deposes and says that:	
1. The name of the o	offering company or individual is [state name of company
offeror has not colluded, conspired, of person, to put in a sham proposal or the directly or indirectly, sought by an apperson to fix the proposal price of of element of said proposal price, or of government of Guam or any other off any person interested in the proposed	itation identified above is genuine and not collusive or a sham. The connived or agreed, directly or indirectly, with any other offeror of to refrain from making an offer. The offeror has not in any manner agreement or collusion, or communication or conference, with any offeror or of any other offeror, or to fix any overhead, profit or cost of that of any other offeror, or to secure any advantage against the feror, or to secure any advantage against the government of Guam of contract. All statements in this affidavit and in the proposal are true undersigned. This statement is made pursuant to 2 GAR Division of the contract.
3. I make this statement on be offeror's officers, representatives, age	ehalf of myself as a representative of the offeror, and on behalf of the ents, subcontractors, and employees.
	Signature of one of the following:
	Offeror, if the offeror is an individual; Partner, if the offeror is a partnership; Officer, if the offeror is a corporation.
Subscribed and sworn to before me	
this, 20)
NOTARY PUBLIC My commission expires	

AG Procurement Form 003 (Jul. 12, 2010)

AFFIDAVIT RE GRATUITIES OR KICKBACKS

CITY OF)) SS.
ISLAND OF GUAM)
first duly sworn, deposes and says tha	[state name of affiant signing below], being at:
	fering firm or individual is [state name of offeror company] Affiant is [state one
of the following: the offeror, a partidentified bid or proposal.	tner of the offeror, an officer of the offeror] making the foregoing
2. To the best of affiant' representatives, agents, subcontractor gratuities and kickbacks set forth in 2	s knowledge, neither affiant, nor any of the offeror's officers, rs, or employees have violated, are violating the prohibition against GAR Division 4 § 11107(e). Further, affiant promises, on behalf of ition against gratuities and kickbacks as set forth in 2 GAR
representatives, agents, subcontractors	's knowledge, neither affiant, nor any of the offeror's officers, s, or employees have offered, given or agreed to give, any government nment employee, any payment, gift, kickback, gratuity or offer of fferor's proposal.
	behalf of myself as a representative of the offeror, and on behalf of
the offeror's officers, representatives,	agents, subcontractors, and employees.
	Signature of one of the following:
	Offeror, if the offeror is an individual; Partner, if the offeror is a partnership; Officer, if the offeror is a corporation.
Subscribed and sworn to before me	
this day of,	20
NOTARY PUBLIC	
My commission expires	,·
AG Procurement Form 004 (Jul. 12, 2010)	

AFFIDAVIT RE ETHICAL STANDARDS

CITY OF)
) SS.
ISLAND OF GUAM)
dular and durant and durant during	[state name of affiant signing below], being first
duly sworn, deposes and says that:	
The affiant is	[state one of the following: the offeror, a
	cofferor] making the foregoing identified bid or proposal. To the best
	nor any officers, representatives, agents, subcontractors or employees d any government of Guam employee to breach any of the ethical
	5, Article 11. Further, affiant promises that neither he or she, nor any
	ontractor, or employee of offeror will knowingly influence any
	each any ethical standards set forth in 5 GCA Chapter 5, Article 11.
These statements are made pursuan	o 2 GAR Division 4 § 11103(b).
	Signature of one of the following:
	Offeror, if the offeror is an individual;
	Partner, if the offeror is a partnership;
	Officer, if the offeror is a corporation.
Subscribed and sworn to before me this day of	
this day of	20
NOTARY PUBLIC	
My commission expires	

DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

rocure	ment No.:
lame o	f Offeror Company:
	I, hereby certify under penalty
f perju	
) That ficer o	I am [please select one: the offeror, a partner of the offeror, an of the offeror] making the bid or proposal in the foregoing identified procurement;
) 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.
	t the offeror is in full compliance with 5 GCA § 5801 and § 5802, as may be applicable to the ment referenced herein;
	t I have attached the most recent wage determination applicable to Guam issued by the U.S nent of Labor. [INSTRUCTIONS - Please attach!]
	Signature

AG Procurement Form 006 (Feb. 16, 2010)

"REGISTER OF WAGE DETERMINATIONS UNDER U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION THE SERVICE CONTRACT ACT By direction of the Secretary of Labor WAGE AND HOUR DIVISION WASHINGTON D.C. 20210 Wage Determination No.: 2015-5693 Daniel W. Simms Division of Revision No.: 23 Director Wage Determinations Date Of Last Revision: 12/23/2024

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 at least \$17.75 per hour (or the applicable an option is exercised) on or after 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		14.27***
01012 - Accounting Clerk II		16.02***
01013 - Accounting Clerk III		17.93
01020 - Administrative Assistant		21.97
01035 - Court Reporter		17.40***
01041 - Customer Service Representative I		12.78***
01042 - Customer Service Representative II		14.23***
01043 - Customer Service Representative III		15.65***
01051 - Data Entry Operator I		12.16***
01052 - Data Entry Operator II		13.27***
01060 - Dispatcher, Motor Vehicle		17.39***
01070 - Document Preparation Clerk		13.85***
01090 - Duplicating Machine Operator		13.85***
01111 - General Clerk I		11.33***
01112 - General Clerk II		12.36***
01113 - General Clerk III		13.88***
01120 - Housing Referral Assistant		19.39
01141 - Messenger Courier		11.37***
01191 - Order Clerk I		12.57***
01192 - Order Clerk II		13.71***
01261 - Personnel Assistant (Employment) I		15.95***
01262 - Personnel Assistant (Employment) II		17.85

91263 - Personnel Assistant (Employment) III 19.88 91279 - Production Control Clerk 11.10*** 91390 - Scheduler, Maintenance 15.55*** 91311 - Secretary I 17.40*** 91311 - Secretary II 17.40*** 91312 - Secretary III 19.30 91410 - Supply Technician 21.97 91410 - Supply Technician 19.5*** 91420 - Switchboard Operator/Receptionist 19.75*** 91420 - Switchboard Operator/Receptionist 19.75*** 91433 - Travel Clerk II 19.2*** 91533 - Travel Clerk III 19.2*** 91531 - Travel Clerk III 19.3*** 91611 - Word Processor I 14.53*** 91612 - Word Processor II 18.26** 95806 - Automotive Service Occupations 18.26** 95806 - Automotive Electrician 16.34*** 95806 - Automotive Electrician 16.34*** 95806 - Automotive Worker 15.28*** 95100 - Motor Equipment Metal Mechanic 17.40*** 95110 - Motor Equipment Metal Mechanic 17.40*** 95110 - Motor Equipment Metal Mechanic 17.40*** 95120 - Motor Vehicle Mechanic 17.40*** 95120 - Motor Vehicle Mechanic 17.40*** 95220 - Motor Vehicle Mechanic 19.2*** 95220 - Motor Vehicle Mechanic 19.2*** 95310 - Painter, Automotive 19.2** 95310 - Painter, Automotive 19.2** 95310 - Painter, Automotive 19.2** 95310 - Painter, Automotive 19.2*	1/8/25, 1:21 PI	M	SAM.gov	
91276 - Production Control Clerk 11.194*** 91390 - Scheduler, Maintenance 15.55*** 91310 - Scheduler, Maintenance 15.55*** 91311 - Secretary II 15.55*** 91312 - Secretary II 19.39 17.40*** 19.39 19.39 19.39 19.30 19.39 19.39 19.30 1	01263	- Personnel Assistant (Employment) III	19.89	
61390 - Scheduler, Maintenance 15.55*** 61311 - Secretary I 15.55*** 61311 - Secretary I 17.40**** 61312 - Secretary II 17.40**** 61313 - Secretary III 19.39 61320 - Service Order Dispatcher 15.40*** 61410 - Supply Technician 21.97 61410 - Supply Technician 16.99*** 61400 - Survey Worker 16.99*** 61400 - Survey Worker 16.99*** 61531 - Travel Clerk II 16.60*** 61531 - Travel Clerk III 16.60*** 61531 - Travel Clerk III 16.60*** 61513 - Word Processor II 16.31*** 61514 - Word Processor II 16.31*** 65000 - Automotive Service Occupations 17.40*** 65000 - Automotive Service Occupations 17.40*** 65000 - Automotive Service Occupations 17.40*** 65000 - Automotive Service 15.28** 65110 - Mobile Equipment Servicer 15.28** 65110 - Mobile Equipment Metal Mechanic 17.40*** 65110 - Mobile Equipment Metal Mechanic 17.40*** 65110 - Mobile Equipment Metal Mechanic 17.40*** 65120 - Motor Equipment Metal Mechanic 17.40*** 65120 - Motor Equipment Metal Mechanic 17.40*** 65120 - Motor Vehicle Upholstery Worker 15.28*** 65120 - Motor Vehicle Mechanic 16.34*** 65120 - Potor Vehicle Mechanic 16.34*** 65202 - Motor Vehicle Mechanic 17.40*** 65202 - Motor Vehicle Service 15.28*** 65120 - Food Service Worker 16.34*** 65202 - Motor Vehicle Service 16.34*** 65203 - Motor Vehicle Service 16.34*** 65204 - Transmission Repair Secialist 17.40*** 67000 - Food Service Worker 16.13*** 67010 - Food Service Worker 16.13*** 67020 - Food Service Worker 16.13*** 67030 - Food Service Worker 16.34*** 67040 - Cook II 17.50** 67040 - Cook II 17.50** 67040 - Cook Service Worker 16.38*** 67040 - Cook Service Worker 16.38*** 67040 - Food Service Worker 16				
13.15 Scheduler, Maintenance 15.55*** 13.15 Schertary II 17.40*** 13.13 Secretary II 17.40*** 19.39 19.3				
1311 - Secretary I				
1313				
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1410 - Surpey Morker 16.99**				
1420 - Survey Worker 16.99***				
81460 - Switchboard Operator/Receptionist 10.78*** 19532 - Travel Clerk I 15.32*** 19532 - Travel Clerk II 15.32*** 19532 - Travel Clerk III 16.60*** 16.60*** 19.513 - Travel Clerk III 16.60*** 16.60*** 16.60*** 19.513 - Nord Processor I 14.53*** 19.513 - Nord Processor II 16.31** 18.26				
1531 - Travel Clerk I		-		
1532 - Travel Clerk IT				
81533 - Travel Clerk III				
14.53*** 16.31** 16.31** 16.31** 16.31** 16.31** 16.31 16.31** 16.31** 16.31 16.31** 16.31** 16.31* 16.31** 16.33 16.34**				
16.31 - Word Processor III				
81613 - Word Processor III 18.26				
85808 - Automotive Service Occupations 17.40*** 95910 - Automotive Electrician 16.34*** 95940 - Automotive Electrician 15.28*** 95940 - Automotive Glass Installer 15.28*** 95970 - Automotive Worker 15.28*** 95970 - Automotive Worker 15.28*** 95970 - Automotive Worker 13.11*** 95180 - Motor Equipment Metal Mechanic 17.40*** 95180 - Motor Equipment Metal Worker 15.28*** 95190 - Motor Vehicle Mechanic 17.40*** 95180 - Motor Vehicle Mechanic 17.40*** 95250 - Motor Vehicle Upholstery Worker 12.00*** 95250 - Motor Vehicle Upholstery Worker 14.22*** 95310 - Painter, Automotive 16.34*** 95310 - Painter, Automotive 16.34*** 95370 - Tire Repairer 12.67*** 95370 - Tire Repairer 12.67*** 95370 - Tire Repairer 12.67*** 95400 - Transmission Repair Specialist 17.40*** 97401 - Cook I 17.22** 97070 - Dishwasher 18.00*** 17.82** 97130 - Food Service Worker 19.18** 97130 - Food Service Worker 19.18** 97260 - Waiter/Waitress 98960 - Formiture Maintenance And Repair Occupations 9910 - Electrostatic Spray Painter 19.70** 99300 - Furniture Raintenance And Repair Occupations 19.70** 99300 - Furniture Refinisher 19.70** 99300 - Furniture Refinisher Helper 14.47*** 99110 - Furniture Refinisher Helper 19.70** 19.7				
85905 - Automotive Body Repairer, Fiberglass 17. 40*** 85910 - Automotive Electrician 15. 28*** 85970 - Automotive Worker 15. 28*** 85970 - Automotive Worker 15. 28*** 85110 - Mobile Equipment Servicer 13. 11*** 85130 - Motor Equipment Metal Mochanic 17. 40*** 85160 - Motor Equipment Metal Worker 15. 28*** 85190 - Motor Vehicle Mechanic 17. 40*** 85220 - Motor Vehicle Mechanic 17. 40*** 85220 - Motor Vehicle Worker 12. 60*** 85280 - Motor Vehicle Worker 14. 22*** 85280 - Motor Vehicle Wreker 15. 28*** 85310 - Painter, Automotive 16. 34*** 85310 - Painter, Automotive 16. 34*** 85310 - Painter, Automotive 16. 34*** 85310 - Tire Repairs Specialist 17. 40*** 87080 - Food Preparation And Service Occupations 17. 40*** 87080 - Food Preparation And Service Occupations 17. 40*** 87090 - Food Preparation And Service Occupations 17. 42** 870910 - Baker 17. 82** 870910 - Baker 17. 82** 870910 - Baker 17. 82** 870910 - Dishwasher 18. 80** 19. 80** 87100 - Food Service Worker 18. 80** 87100 - Food Service Worker 18. 80** 8710 - Meat Cutter 13. 34** 87260 - Waiter/Waitress 9.88** 89000 - Furniture Maintenance And Repair Occupations 89010 - Electrostatic Spray Painter 19. 70 89080 - Furniture Refinisher 19. 70 89100 - Upholsterer 19. 78 11090 - General Services And Support Occupations 11030 - Cleaner, Vehicles 10. 38*** 11200 - Jahor 10. 38*** 11210 - Laborer, Grounds Maintenance 11. 55** 1122 - Housekeeping Aide 10. 38*** 1123 - Trail Maintenance Worker 11. 55** 11240 - Maid or Houseman 10. 24** 11250 - Trail Maintenance Worker 11. 55** 11310 - Trail Maintenance Worker 11. 55** 11320 - Certified Occupational Therapist Assistant 28. 62 12015 - Certified Occupati			18.26	
SS1010 - Automotive Electrician 16.34***		•		
85904 - Automotive Glass Installer 15.28** 85970 - Automotive Worker 15.28** 85110 - Mobile Equipment Servicer 13.11** 85130 - Motor Equipment Metal Mochanic 17.40** 85150 - Motor Equipment Metal Worker 15.28** 85190 - Motor Vehicle Mechanic 17.40** 85230 - Motor Vehicle Mechanic Helper 12.00** 85250 - Motor Vehicle Worker 14.22** 85230 - Motor Vehicle Worker 15.28** 85230 - Motor Vehicle Worker 15.28** 85230 - Motor Vehicle Worker 15.28** 85230 - Painter, Automotive 16.34** 85340 - Radiator Repair Specialist 15.28** 85340 - Tire Repairer 12.67** 85370 - Tire Repairer 12.67** 85370 - Tire Repairer 12.67** 85370 - Tire Repairer 12.67** 870800 - Food Preparation And Service Occupations 870800 - Food Preparation And Service Occupations 870900 - Food Preparation And Service Occupations 870900 - Food Service Worker 17.82 870900 - Food Service Worker 17.82 870900 - Food Service Worker 13.34** 87120 - Meat Cutter 13.34** 87260 - Waiter/Waitress 9.80** 890900 - Furniture Maintenance And Repair Occupations 890900 - Furniture Maintenance And Repair Occupations 89090 - Furniture Refinisher 19.70 89090 - Furniture Refinisher Helper 14.47** 89190 - Furniture Refinisher Helper 19.70 89090 - Furniture Refinisher Helper 19.70 89090 - Furniture Repairer, Minor 17.15** 89110 - General Services And Support Occupations 89110 - Furniture Repairer, Minor 19.70 89110 - Glearen, Vehicles 10.28** 89110 - Elevator Operator 10.38** 89110 - Furniture Repairer 19.70 89110 - Gardener 10.38** 89110 - Furniture Repairer 19.70 89110 - Gardener 19.70 89110 - Gardener 19.70 89110 - Gardener 19.70 89110 - Furniture Repairer 19.70 89110 - Gardener 19.70 89110 - Furniture Repairer 1				
65876 - Automotive Worker 15.28** 65110 - Mobile Equipment Servicer 13.11*** 65110 - Motor Equipment Metal Wechanic 17.40*** 65160 - Motor Vehicle Mechanic 17.40*** 65190 - Motor Vehicle Mechanic 17.40*** 65220 - Motor Vehicle Mechanic Helper 12.00*** 65250 - Motor Vehicle Wechanic Helper 12.00*** 65250 - Motor Vehicle Wecker 15.28*** 65280 - Motor Vehicle Wrecker 15.28*** 65310 - Painter, Automotive 16.34*** 65340 - Radiator Repair Specialist 15.28*** 65370 - Tire Repairer 12.67*** 65400 - Transmission Repair Specialist 17.40*** 77000 - Food Preparation And Service Occupations 77011 - Baker 17.82 77041 - Cook I 17.82 77042 - Cook II 17.82 77070 - Dishwasher 10.00*** 77130 - Food Service Worker 19.18*** 77210 - Waiter/Waitress 9.89*** 89000 - Furniture Maintenance And Repair Occupations 99000 - Furniture Maintenance And Repair Occupations 99000 - Furniture Refinisher 19.70 99000 - Furniture Refinisher Helper 11.94*** 99000 - Furniture Repairer, Minor 17.15*** 9110 - Furniture Repairer, Minor 19.70 11000 - General Services And Support Occupations 11190 - Gardener 19.70 1120 - Laborer, Grounds Maintenance 11.55*** 1121 - Laborer, Grounds Maintenance 11.55*** 1122 - Housekeeping Aide 19.38*** 1123 - Tractor Operator 19.38*** 1124 - Maid or Houseman 19.24*** 1125 - Janitor 19.38*** 1126 - Health Occupations 11.55*** 1136 - Window Cleaner 11.50*** 1120 - Ambulance Driver 20.86 12011 - Breath Alcohol Technician 20.86 12012 - Certified Physical Therapist Assistant 28.62 12015 - Certified Physical Therapist Assistant 28.62				
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05340 - Radiator Repair Specialist 15.28** 05370 - Tire Repairer 12.67*** 05400 - Transmission Repair Specialist 17.40*** 17.40**				
05370 - Tire Repairer 12.67*** 05400 - Transmission Repair Specialist 17.40*** 07000 - Food Preparation And Service Occupations 12.21*** 07041 - Cook I 15.29*** 07042 - Cook II 17.82 07070 - Dishwasher 10.00*** 07130 - Food Service Worker 10.18*** 07210 - Meat Cutter 13.34*** 07210 - Waiter/Waitress 9.89*** 09000 - Furniture Maintenance And Repair Occupations 19.70 09000 - Furniture Maintenance And Repair Occupations 19.70 09000 - Furniture Refinisher 19.70 09000 - Furniture Refinisher 19.70 09000 - Furniture Refinisher Helper 14.47*** 09110 - Furniture Refinisher Helper 14.47*** 09130 - Upholsterer 19.70 11000 - General Services And Support Occupations 10.12*** 11000 - Elevator Operator 10.38*** 11090 - Gardener 15.28*** 11100 - Laborer, Grounds Maintenance 11.55*** 11120 - Laborer, Grounds Maintenance 11.55*** 11210 - Maid or Houseman 10.24*** 11240 - Maid or Houseman 10.24***				
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11330 - Trail Maintenance Worker 11360 - Window Cleaner 12000 - Health Occupations 12010 - Ambulance Driver 12011 - Breath Alcohol Technician 12012 - Certified Occupational Therapist Assistant 12015 - Certified Physical Therapist Assistant 12016 - Certified Physical Therapist Assistant 12017 - Page 26 of 40	11270	- Tractor Operator	13.99***	
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12015 - Certified Physical Therapist Assistant 28.62 Page 26 of 40				
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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	12.43***
12222 - Nursing Assistant II	13.99***
12223 - Nursing Assistant III	15.26***
12224 - Nursing Assistant IV	17.12***
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
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)

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14103	- Computer Systems Analyst III	(see 1)		
	- Peripheral Equipment Operator	` ,	15.71***	
	- Personal Computer Support Technician		21.33	
14170	- System Support Specialist		21.24	
15000 -	Instructional Occupations			
	- Aircrew Training Devices Instructor (Non-Rate	ed)	24.23	
	- Aircrew Training Devices Instructor (Rated)		29.32	
	- Air Crew Training Devices Instructor (Pilot)		34.91	
	- Computer Based Training Specialist / Instruct	or	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 Occ	cupations		
16010	- Assembler		11.38***	
16030	- Counter Attendant		11.38***	
16040	- Dry Cleaner		12.98***	
16070	- Finisher, Flatwork, Machine		11.38***	
16090	- Presser, Hand		11.38***	
16110	- Presser, Machine, Drycleaning		11.38***	
16130	- Presser, Machine, Shirts		11.38***	
16160	- Presser, Machine, Wearing Apparel, Laundry		11.38***	
16190	- Sewing Machine Operator		13.53***	
16220	- Tailor		14.07***	
16250	- Washer, Machine		11.91***	
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		15.36***	
21030	- Material Coordinator		22.97	
21040	- Material Expediter		22.97	
21050	- Material Handling Laborer		13.83***	
21071	- Order Filler		10.62***	
21080	- Production Line Worker (Food Processing)		15.36***	
	- Shipping Packer		17.12***	
21130	- Shipping/Receiving Clerk		17.12***	
21140	- Store Worker I		16.59***	
21150	- Stock Clerk		23.33	
21210	- Tools And Parts Attendant		15.36***	
21410	- Warehouse Specialist		15.36***	
23000 -	Mechanics And Maintenance And Repair Occupation	ıs		
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	
	- Aircraft Survival Flight Equipment Technician)	22.39	
23080	- Aircraft Worker		21.03	
23091	- Aircrew Life Support Equipment (ALSE) Mechani	.C	21.03	
I				
23092 II	- Aircrew Life Support Equipment (ALSE) Mechani	.c	23.84	
	- Appliance Mechanic		19.70	
	- Bicycle Repairer		15.81***	
	- Cable Splicer			Page 28 of 40
	, , , , , , , , , , , , , , , , , , ,		F	rage 28 of 40

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23130 - Carpenter, Maintenance	17	7.58***
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		'.15*** ' 77***
23290 - Fire Alarm System Mechanic		5.77*** 5.81***
23310 - Fire Extinguisher Repairer 23311 - Fuel Distribution System Mechanic	15	20.98
23312 - Fuel Distribution System Mechanic	15	5.81***
23370 - General Maintenance Worker		3.77***
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-Condition	ing	20.22
Mechanic		
23411 - Heating, Ventilation And Air Contidion	ing	21.51
Mechanic (Research Facility)		00.44
23430 - Heavy Equipment Mechanic		20.41
23440 - Heavy Equipment Operator		18.33
23460 - Instrument Mechanic 23465 - Laboratory/Shelter Mechanic		20.98 19.70
23470 - Laborer	13	3.83***
23510 - Locksmith	13	19.70
23530 - Machinery Maintenance Mechanic		25.08
23550 - Machinist, Maintenance		20.98
23580 - Maintenance Trades Helper	11	77***
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 23870 - Scale Mechanic		20.98 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	5.81***
24000 - Personal Needs Occupations		
24550 - Case Manager		5.09***
24570 - Child Care Attendant).22***
24580 - Child Care Center Clerk 24610 - Chore Aide		3.25*** 1.06***
24610 - Chore Alde 24620 - Family Readiness And Support Services		5.09***
Coordinator	10	
24630 - Homemaker	16	5.12***
25000 - Plant And System Operations Occupations	10	
25010 - Boiler Tender		22.79
25040 - Sewage Plant Operator		22.89
25070 - Stationary Engineer		22.79
25190 - Ventilation Equipment Tender	15	5.72***
25210 - Water Treatment Plant Operator		22.89 _P
		•

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27000 -	Protective Service Occupations	
	- Alarm Monitor	11.21***
27007	- Baggage Inspector	10.02***
	- Corrections Officer	14.59***
	- Court Security Officer	14.59***
	- Detection Dog Handler	11.21***
	- Detention Officer	14.59***
	- Firefighter	14.59***
	- Guard I	10.02***
	- Guard II	11.21***
	- Police Officer I	14.59***
	- Police Officer II	16.21***
	Recreation Occupations	20122
	- Carnival Equipment Operator	13.44***
	- Carnival Equipment Repairer	14.68***
	- Carnival Worker	9.93***
	- Gate Attendant/Gate Tender	13.18***
	- Lifeguard	11.60***
	- Park Attendant (Aide)	14.74***
	- Recreation Aide/Health Facility Attendant	11.84***
		18.26
	- Recreation Specialist	11.74***
	- Sports Official	17.71***
	- Swimming Pool Operator	17.71
	Stevedoring/Longshoremen Occupational Services	26.02
	- Blocker And Bracer	26.02
	- Hatch Tender	26.02
	- Line Handler	26.02
	- Stevedore I	24.21
	- Stevedore II	27.82
	Technical Occupations	2)
	- Air Traffic Control Specialist, Center (HFO) (
	- Air Traffic Control Specialist, Station (HFO) (
	- Air Traffic Control Specialist, Terminal (HFO) (•
	- Archeological Technician I	18.41
	- Archeological Technician II	20.59
	- Archeological Technician III	25.51
	- Cartographic Technician	25.51
	- Civil Engineering Technician	25.51
	- Cryogenic Technician I	28.25
	- Cryogenic Technician II	31.21
30061	- Drafter/CAD Operator I	18.41
	- Drafter/CAD Operator II	20.59
30063	- Drafter/CAD Operator III	22.96
	- Drafter/CAD Operator IV	28.25
30081	- Engineering Technician I	17.32***
30082	- Engineering Technician II	19.44
	- 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
	- Latent Fingerprint Technician I	28.25
	- Latent Fingerprint Technician II	31.21
	- Mathematical Technician	25.51
	- Paralegal/Legal Assistant I	19.54
	- Paralegal/Legal Assistant II	24.21
	- Paralegal/Legal Assistant III	29.61
	- Paralegal/Legal Assistant IV	35.83
	- Petroleum Supply Specialist	31.21
	- Photo-Optics Technician	25.51
	- Radiation Control Technician	31.21
	- Technical Writer I	25.51
	- Technical Writer II	24 24
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30463 -	Technical Writer III		37.75
30491 -	Unexploded Ordnance (UXO) Technician I		28.73
	Unexploded Ordnance (UXO) Technician II		34.76
	Unexploded Ordnance (UXO) Technician III		41.67
	Unexploded (UXO) Safety Escort		28.73
	Unexploded (UXO) Sweep Personnel		28.73
	Weather Forecaster I		28.25
30502 -	Weather Forecaster II		34.36
30620 -	Weather Observer, Combined Upper Air Or	(see 2)	22.96
Surface	Programs		
	Weather Observer, Senior	(see 2)	25.51
31000 - Tr	ansportation/Mobile Equipment Operation Occupa	ations	
31010 -	Airplane Pilot		34.76
31020 -	Bus Aide		8.97***
31030 -	Bus Driver		12.75***
3 1043 -	Driver Courier		10.26***
31260 -	Parking and Lot Attendant		9.91***
31290 -	Shuttle Bus Driver		11.65***
31310 -	Taxi Driver		11.41***
31361 -	Truckdriver, Light		11.21***
31362 -	Truckdriver, Medium		12.16***
31363 -	Truckdriver, Heavy		17.57***
31364 -	Truckdriver, Tractor-Trailer		17.57***
	scellaneous Occupations		
99020 -	Cabin Safety Specialist		16.95***
99030 -			10.26***
	Desk Clerk		10.01***
	Embalmer		28.73
	Flight Follower		28.73
	Laboratory Animal Caretaker I		25.47
	Laboratory Animal Caretaker II		27.83
	Marketing Analyst		21.54
	Mortician		28.73
	Pest Controller		16.07***
	Photofinishing Worker		15.10***
	Recycling Laborer		17.32***
	Recycling Specialist		23.38
	Refuse Collector		16.40***
	Sales Clerk		10.63***
	School Crossing Guard		18.82
	Survey Party Chief		24.38
	Surveying Aide		13.87***
	Surveying Technician		18.02
	Vending Machine Attendant		25.47
	Vending Machine Repairer		32.44
99842 -	Vending Machine Repairer Helper		25.47

***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.

HEALTH & WELFARE: \$5.36 per hour, up to 40 hours per week, or \$214.40 per week or \$929.07 per month

HEALTH & WELFARE EO 13706: \$4.93 per hour, up to 40 hours per week, or \$197.20 per week, or \$854.53 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) ** $\left(\frac{1}{2}\right)^{2}$

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))."

AFFIDAVIT RE CONTINGENT FEES

CITY OF
) SS. ISLAND OF GUAM)
[state name of affiant signing below], being first duly sworn, deposes and says that:
The name of the offering company or individual is [state name of company]
2. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. This statement is made pursuant to 2 GAR Division 4 11108(f).
3. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a contract with the government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. This statement is made pursuant to 2 GAR Division 4 11108(h).
4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.
Signature of one of the following:
Offeror, if the offeror is an individual; Partner, if the offeror is a partnership; Officer, if the offeror is a corporation.
Subscribed and sworn to before me
this day of, 20
NOTARY PUBLIC My commission expires,

AG Procurement Form 007 (Jul. 15, 2010)

Special Provisions

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

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

	Signature of Bidder Proposer, if an indiv Partner, if a partners Officer, if a corporar	ridual; ship;
Subscribed and sworn before me this	day of	, 202
NOTARY PUBLIC My commission expires,		

CERTIFICATION AND RESTRICTIONS ON LOBBYING

l,	, hereby certify
(Name and title of official)	
On behalf of(Name of Bidder/Company Nar	that: me)
(1) No Federal appropriated funds have been paid person for influencing or attempting to influence a an officer or employee of Congress, or an employ of any Federal grant, the making of any Federal l	d or will be paid, by or on behalf of the undersigned, to any an officer or employee of any agency, a Member of Congress aree of a Member of Congress in connection with the awarding loan, the entering into of any cooperative agreement, and the or modification of any Federal contract, grant, loan, or
influencing or attempting to influence an officer of or employee of Congress, or an employee of a M	d funds have been paid or will be paid to any person for employee of any agency, a Member of Congress, an officer fember of Congress in connection with this Federal contract, dersigned shall complete and submit Standard Form-LLL, e with its instructions.
all sub-awards at all tiers (including subcontracts, agreements) and that all subrecipients shall certi representation of fact upon which reliance was Submission of this certification is a prerequisite for	ge of this certification be included in the award documents of sub-grants, and contracts under grants, loans, and cooperative ify and disclose accordingly. This certification is a material splaced when this transaction was made or entered into the making or entering into this transaction imposed by section who fails to file the required certification shall be subject to a tenth \$100,000 for each such failure.
	nd accuracy of the contents of the statements submitted on or with f31 U.S.C. Section 3801, et seq., are applicable thereto.
Name of Bidder/Company Name	
Type or print name	
Signature of authorized representative	Date//
Subscribed and sworn to before me this	Signature of one of the following: Offeror, if the offeror is an individual; Partner, if the offeror is a partnership; Officer, if the offeror is a corporation. day of, 202
NOTARY PUBLIC My commission expires,	

ITEM NO.	DESCRIPTION	QTY	UOM	UNIT COST	TOTAL COST
1.0	60-Month Lease For a Multifunction Color Copier/ Printer/Scanner/Fax (2 units) As per the following specifications:	60	Mos	\$	\$
Charges for c	overage of copies exceeding the monthly allowa	ble prints:			
Black/White Prints				\$	\$
Color Prints				\$	\$
SPECIFICATIONS:				BIDDING ON/REMARKS	
Each unit mo	Inthly Duty Cycle: nthly Black Print Allowance of 10,000 nthly Color Print Allowance of 1,000				
Price: Fixed pricing	for the term of lease				
If not satisfie	blacement Guarantee: d with the performance throughout the lease term omparable replacement devise will be provided a arge.				
black & color	ncluding staples and except paper arid pooled allowances as indicted above. Each excess black color print will be billed as indicated above.	k			
	ant Access with ability to order supplies, and submit meter readings.				
and printing, printing; pass	with the ability to restrict user access to color cop Assignable Volume Limits for color and black word protection of user accounts, and Reporting ne utilization (Copy, Print, Fax, and Scan).				
	ce: User Interface with programmable 1-touch on individual user authorization				
Training: Bidder shall p	provide training				
	um of 600 x 600 dpi ım of 1200 x 2400 dpi				

Page Description Language:	
PostScript® 3™, PDF, PCL® 5c/PCL® 6	
Modify the Deduce/Enlance Setting When Convings	
Modify the Reduce/Enlarge Setting When Copying: Originals can be reduced or enlarged between 25% up to 400%	
Originals can be reduced of emarged between 25% up to 400%	
Hard Drive/Processor/Memory:	
Minimum of 320 GB HDD	
Minimum of 4 GB RAM	
Hard Drive with Encryption and Image Erase	
Connectivity	
Connectivity: Ethernet 10/100/1000 Base-T, High-speed USB 2.0 direct print	
Initial Network Installation Support with ongoing toll-free	
telephone support	
telephone support	
Stapler:	
50 sheet offline convenience stapler	
Booklet Making:	
50 sheet multi-position stapler with 2 and 3 hole punching	
and booklet making	
Prints:	
Banner Printing minimum of 12" x 47"	
Two-sided printing minimum of 12" x 18"	
Two stace princing minimum of 12 - X To	
Copy:	
Must be able to copy mixed sized originals from feeder	
Scan:	
Standard Features	
Must be able to scan mixed sized originals from feeder	
Must be able to scan color and black-and-white (2-sided)	
Automatic blank page removal when scanning documents	
Destinations: Scan to USB/PC via USB port/Email/Network	
File Formats: PDF, PDF/A, JPEG, TIFF;	
Convenience Features: 1-Touch Apps, Imaging Security	
with propriety marking and infrared detection technology, Optical Character Recognition (OCR)	
Optical Character Recognition (OCR), Scan Preview, Scan to Folder, Scan to Home, Searchable PDF,	
Scan Fleview, Scan to Folder, Scan to Home, Searchable FDF, Single/Multi-Page PDF/TIFF, Touchless Workflow Accelerators,	
TWAIN Support	
1 Will Couppoin	
Speed:	
Scan: minimum of 135 ipm colour / 270 ipm black-and-white (2-sided)	
Copies: minimum of 70 per minute in color and black-and-white	
Prints: minimum of 70 per minute in color and black-and-white	
T.	
Fax:	
Includes Lan Fax and Fax Forward to Email	

Paper Size:	
5 ½" x 8 1/2" to 12" x 47" paper size support	
Paper Weights:	
Minimum of 16 lb. bond to 110lb. (60 to 300gsm)	
Paper Capacity:	
Minimum of 4- Trays including bypass tray up to 3140 sheet	
Protection:	
On board anti-virus protection	
Acts of God protection (Proposed devices will be replaced at no	
additional charge should they be damaged by an act of God. Eg.	
Typhoon, Lighting, Earthquake, etc.)	
Delivery and Installation:	
Multifunction Color Copier/Printer/Scanner/Fax must be	
delivered and installed at the Guam Environmental Protection	
Agency with no additional cost.	
Consumable:	
Pickup of all used consumable supply items for recycling or disposal	
Certification and Compliant:	
Energy Star Rated	
FIPS 140-2 Compliant (Federal Information Protection	
Standard for Data Encryption)	
NOTE:	
The GSA Federal Contract will be considered along with its terms and conditions	if offered.
BIDDING ON:	
Manufacturer:	
Melve	
M- 1-1.	
Place of Origin:	
Date of Delivery:	

These specifications were prepared by the staff of the Guam Environmental Protection Agency, and approved by Michelle C.R. Lastimoza, Administrator