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**DEPARTMENT OF
ADMINISTRATION**
DIPATTAMENTON ATMENESTRASION
GENERAL SERVICES AGENCY DIVISION
(Ahension Setbision Hinirat)
Telephone (Telifon): (671) 475-1705/1706



LOURDES A. LEON GUERRERO
Governor (Maga'håga)
JOSHUA F. TENORIO
Lt. Governor (Sigundo Maga'låhi)

July 17, 2025

Invitation for Bid
GSA-059-25

AMENDMENT #3
Purchase & Install 15-Ton Package Unit(s)

- 1) Amend and replace page 1 to 4 and 40 of 40 with the attached "**Revised page 1 to 4 and 40 of 40**" dated 07/17/25.

All others remain unchanged.

Andriana Quitugua
Acting Chief Procurement Officer

Please Print
ACKNOWLEDGMENT COPY
Received By: _____
Date: _____
Company/Name: _____
Email To: gsaprocurement@gsadoa.guam.gov



GENERAL SERVICES AGENCY
(Ahensian Setbision Hinirat)
Government of Guam
2nd Floor ITC Bldg. Rm. 230, Tamuning, Guam 96931
Tel: 475-1705*475-1706*

Accountability	*	Impartiality	*	Competence	*	Openness	*	Value
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INVITATION FOR BID NO: GSA-059-25
****THIS IS AN INDEFINITE QUANTITY BID****

DESCRIPTION:
Purchase & Install 15-Ton Package Unit

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

Bidder Representative's Signature

Invitation for Bid: GSA-059-25

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 package.

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

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 Tuesday, July 29, 2025 close of business at 5:00pm.

Reference Page 12 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 12 of 40 #5. ACKNOWLEDGMENT OF AMENDMENTS TO SOLICITATIONS: 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: 08/08/2025** 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.

NOTICE:
A Site Visit has been scheduled for Friday, July 25, 2025 at 9:00am. **This site visit is not mandatory**. Meeting location will be at the Guam Police Department Central Police Precinct, Sinajana, Guam 96910 (Detention Processing Center). All bidders must park at the front parking area by the GPD building.

INVITATION FOR BID CONTRACT



ANDRIANA QUITUGUA
Acting Chief Procurement Officer

ISSUING OFFICE:
GENERAL SERVICES AGENCY
GOVERNMENT OF GUAM
2nd FLOOR ITC BLDG. RM. 230,
TAMUNING, GUAM 96931

DATE ISSUED: **June 18, 2025** BID INVITATION NO: **GSA-059-25**

BID FOR: Purchase & Install 15-Ton Package Unit(s)
SPECIFICATION: **SEE ATTACHED**
CONTRACT TERMS AND CONDITIONS: **SEE ATTACHED**
DESTINATION: GUAM POLICE DEPARTMENT
Site Visit Schedule: See page 2 of 41

REQUIRED DELIVERY DATE: **30 Days Upon Receipt of Purchase Order. For a Period of one (1) year on an as needed basis upon availability of funds. This is an indefinite quantity bid.**

INSTRUCTION TO BIDDERS:

INDICATE WHETHER: ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ CORPORATION

INCORPORATED IN: _____

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) **2:00pm**. Date: **08/08/2025** 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.

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

NAME AND ADDRESS OF BIDDER:

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS BID:

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

ITEM NO(S). AWARDED: _____

CONTRACTING OFFICER:

ANDRIANA QUITUGUA
Acting Chief Procurement Officer

NAME AND ADDRESS OF CONTRACTOR:

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS CONTRACT:

CONTRACT TERMS AND CONDITIONS

GSA-059-25 Purchase & Install 15-Ton Package Unit(s)

Article I

Contract Terms

1.1 This an “Indefinite Quantity Bid” pursuant to Section 3119(i)(2) of the 2 GAR Procurement Regulations.

The quantities reflected are **estimated** requirements projected within a twelve (12) month period. These amounts may increase during the term of this bid. However, regardless of the fluctuation of quantities, this bid shall be subject to the availability of funds

1.2 Delivery:

Thirty (30) days upon receipt of purchase order. Schedule time and quantity will be coordinated between the successful bidder and the requesting department on an as needed basis. Partial deliveries will not be accepted. All requirements specified must be provided and installed.

1.3 Contract Period:

The term of this contract is for a period of one (1) year on an as needed basis upon availability of funds. Within this contract period of one (1) year the contract shall be reviewed every 6 months supported by a written determination for continued need. 2GAR Div 4 §3119(i) and §6101 (5)(b).

Guam Police Department is required to order its actual requirements during the one (1) year period from the awarded bidder. 2 GAR, Div. 4, § 3119(i)(3); 5 G.C.A. § 5235. The only exemptions to this actual-requirements assertion above are: A) when the agency's Procurement Officer approves a finding that the supply or service available under the contract will not meet a nonrecurring, special need of the procuring agency; or B) when supplies are produced incidental to the Government of Guam's own programs as may be available that can satisfy the need.

1.4 Additional Requirement:

If other agencies within the Government of Guam, have the same requirements, the effective price of said bid, shall be used as a confirm price. This additional requirement shall not exceed the term of this bid.

1.5 Funding Status and IDIQ Intention

The using agency may receive additional funding for similar purchases in the near future and thus intends to utilize an IDIQ requirement(s) contract.

The government is in need of an indefinite quantity (“IDIQ”) contract because, although expected, additional funds for similar and/or identical items is not at this time definite and it would expend unnecessary government resources to publish, solicit, and analyze an additional IFB simply because of the confirmed influx of funding within this one (1) – year IDIQ period. Other forms of contract will not suffice because they are not the official method for purchasing additional identical items at the same price as in the original accepted bid. 2GAR Div 4 §3119(i) and §6101 (5)(b).

Article II

Prohibitions

2.1 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.”

2.2 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.

ITEM NO.	DESCRIPTION	QTY	UOM	UNIT COST	TOTAL COST
1.0	15-Ton Package Air Conditioning To Purchase/Replace/Remove/Dispose As per the following specifications:	1	EA	\$_____	\$_____

SPECIFICATIONS:

Location: Guam Police Department
Central Police Precinct, Sinajana, Guam
Detention Processing Center

BIDDING ON/REMARKS

Replace, Remove, and Dispose:

Bidder shall provide a turnkey, start-up and commissioning that includes Replace, Remove, and Dispose old damaged (1) 15-ton package air conditioning rooftop unit and install (1) one new 15-ton package air conditioning unit to include materials, electrical works, labor costs, equipment, test, shipping/handling, and delivery. Materials to include new fabrication of ducts, disconnected switches, voltage monitors, thermostats, anti-rust coating on condenser coils, securing of the new one (1) 15-ton unit. Unit must be fully tie down crossing the top unit cover.

Ductworks:

Supply, fabrication, and installation of new exterior type ductworks using galvanized sheet metal ducting including all fittings internal insulation-moisture barrier, all frames, supports including consumables, such as anchor bolts, washers and nuts, rivets, and screws; adhesive and sealant for the duct and concrete gutter (Opening for supply and return air ducts).

Power Supply, Installation and Wiring:

Bidder shall provide electrical works for sufficient power supply to existing power source. Power supply, installation and wiring to be performed by certified technicians (s) in accordance with established standards; and to include proper refrigerant charge, testing and sign off that unit operate as per manufacturer design.

Clean and Dispose:

Bidder will be responsible for hauling and disposal of debris/equipment as per Guam EPA Regulations on Hazardous Materials & Debris; Refrigerant Gas Recovery, Hauling & Disposal as per Guam EPA Regulations on Hazardous Materials & Debris (Refrigerant Gas); Hauling & Disposal of Debris (Fiberglass & Particulates) as per Guam EPA Regulations on Hazardous Materials. Bidder will be responsible for leaving the job site clean and dispose of any waste generated to meet any and all applicable local and federal laws and regulations.

Furnish:

Bidder shall furnish all labor, materials, heavy equipment/crane lift to lift up new units and to bring down the old damaged units, and supervision to perform all work required.

Warranty:

Three (3) year warranty for unit covers defect in materials and workmanship for the entire unit, including parts, labor and compressor for a period of three (3) year from the date of the installation. Three (3) year preventive maintenance

Schedules:

Bidder shall coordinate schedules with agency.

BIDDING ON:

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