



**Appendix A: Notice of Appeal Form
PROCUREMENT APPEAL**

RECEIVED
OFFICE OF PUBLIC ACCOUNTABILITY
PROCUREMENT APPEALS
DATE: 11/28/16
TIME: 4:23 AM PM BY: LP
FILE NO OPA-PA: 16-014

PART I- To be completed by OPA

In the Appeal of)	NOTICE OF APPEAL
)	
<u>ST Corporation</u>)	
(Name of Company), APPELLANT)	
_____)	
)	Docket No. OPA-PA _____

PART II- Appellant Information

Name:	<u>ST Corporation</u>
Mailing Address:	<u>P.O. Box 8530</u> <u>Tamuning, Guam 96931</u>
Business Address:	<u>147 Duenas Street</u> <u>Barrigada, Guam 96913</u>
Email Address:	<u>cgmanager@stguam.com</u>
Daytime Contact No:	<u>671-637-7105</u>
Fax No.:	<u>671-637-7175</u>

PART III- Appeal Information

- A) Purchasing Agency: General Services Agency
- B) Identification/Number of Procurement, Solicitation, or Contract: Bid No. GSA-118-16
- C) Decision being appealed was made on Nov. 14, 2016 (date) by:
 Chief Procurement Officer ___ Director of Public Works ___ Head of Purchasing Agency

Note: You must serve the Agency checked here with a copy of this Appeal within 24 hours of filing.

- D) Appeal is made from:
(Please select one and attach a copy of the Decision to this form)
 - Decision on Protest of Method, Solicitation or Award
 - ___ Decision on Debarment or Suspension
 - ___ Decision on Contract or Breach of Contract Controversy
 (Excluding claims of money owed to or by the government)
 - ___ Determination on Award not Stayed Pending Protest or Appeal
 (Agency decision that award pending protest or appeal was necessary to protect the substantial interests of the government of Guam)

E) Names of Competing Bidders, Offerors, or Contractors known to Appellant:

Bids have not yet been submitted.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

PART IV- Form and Filing

In addition to this form, the Rules of Procedure for Procurement Appeals require the submission together with this form of additional information, including BUT NOT LIMITED TO:

1. A concise, logically arranged, and direct statement of the grounds for appeal;
2. A statement specifying the ruling requested;
3. Supporting exhibits, evidence, or documents to substantiate any claims and the grounds for appeal unless not available within the filing time in which case the expected availability date shall be indicated.

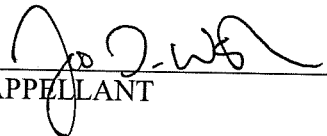
Note: Please refer to 2 GAR § 12104 for the full text of filing requirements.

PART V- Declaration Re Court Action

Pursuant to 5 GCA Chapter 5, unless the court requests, expects, or otherwise expresses interest in a decision by the Public Auditor, the Office of Public Accountability will not take action on any appeal where action concerning the protest or appeal has commenced in any court.

The undersigned party does hereby confirm that to the best of his or her knowledge, no case or action concerning the subject of this Appeal has been commenced in court. All parties are required to and the undersigned party agrees to notify the Office of Public Accountability within 24 hours if court action commences regarding this Appeal or the underlying procurement action.

Submitted this 28th day of November, 2016.

By: 
APPELLANT

or

By: Joshua D. Walsh, Civile & Tang, PLLC
Appellant's Duly Authorized Representative
(Address) 330 Hernan Cortez Avenue, Ste. 200 Hagatna, Guam 96910
(Phone No.) 671-472-8868

CIVILLE & TANG, PLLC
SUITE 200, 330 HERNAN CORTEZ AVENUE
HAGÁTÑA, GUAM 96910
TELEPHONE: (671)472-8868
FACSIMILE: (671) 477-2511

*Attorneys for Appellant
ST Corporation*

**OFFICE OF PUBLIC ACCOUNTABILITY
PROCUREMENT APPEAL**

In the Appeal of

ST Corporation,

Appellant.

Docket No. OPA-PA _____

**APPELLANT'S ADDITIONAL
INFORMATION SUBMITTED
PURSUANT TO NOTICE OF
APPEAL, APPENDIX A PART IV**

This submission is offered to supplement Appendix A: Notice of Appeal Form, Part IV.

I. STATEMENT OF GROUNDS FOR APPEAL

- A. The Seventh Amendment to the IFB substantially changed the nature of the products GSA sought to procure, and interested offerors such as ST Corporation were provided only four days to prepare appropriate bids.**

ST Corporation (“ST”) is an intended offeror who received and intended to respond to a bid pursuant to an Invitation for Bid (“IFB”) issued by the General Services Agency (“GSA”) and originally set for opening on October 28, 2016. IFB GSA 118-16, attached as **Exhibit A** to this Submission. The IFB sought proposals to provide GSA with various “Janitorial and Hardware supplies.” On October 24, 2016— four days before bid submission— the GSA issued an Amendment to the IFB that significantly altered the nature of the products that would be submitted under the IFB. *See* Amendment #7, attached as **Exhibit B** to this submission. That Amendment was received by ST on October 24, 2016 replacing pages 30-45 of the original IFB. “Amendment #7” substantially altered the nature of the IFB by requiring offerors, four (4) days

before bid submission, to provide products that individually “must be imprinted/embossed/watermarked with ‘Property of GovGuam.’” *See* Amendment # 7, attached as **Exhibit B** to this submission. This requirement did not exist previously. These significant changes altered the essential nature of the products that would be part of any bid response. These changes, by altering the nature of the products, also changed the practical delivery timelines for these products. GSA’s original bid expected a 30 day period between delivery and receipt of a purchase order. IFB, pg. 4, attached as **Exhibit A** to this Submission. The altered products—products that now need extensive embossing and watermarking and imprinting— require a different delivery period given the modifications laid down by the GSA on October 25, 2016.

ST submitted its protest because establishing pricing and product availability information four (4) days away from bid submission was an impossible task. *See* ST Procurement Protest, October 27, 2016, attached as **Exhibit C** to this Submission. This is especially true given the fact that “Amendment #7” neither allowed for any additional extension to the time for bid opening, nor allowed for an extended period to submit questions and concerns regarding the bid. ST Corporation is aggrieved by the fact it was expected, in the waning days of the bid preparation period, to prepare new product information and pricing in four (4) days, and was required to do so without being able to ask questions and gain clarity about the amendment’s requirements.

The truncated bid timing regime created by GSA’s issuance of “Amendment #7” violates Guam law. 2 GAR § 3109(d) provides that the minimum bidding time provided to an offeror like ST is fifteen (15) days from “the date of distribution” to the “time and date set for receipt of bids.” The regulations further require that “[i]n each case bidding time will be set to provide bidders a reasonable time to prepare their bids.” Again, “Amendment #7” raises significant

alterations to the nature of the original IFB that offerors must address, and four (4) days was simply not a reasonable bidding time.

Guam's procurement law exists to, *inter alia*, "provide for increased public confidence in the procedures followed in public procurement" and "to ensure the fair and equitable treatment of all persons who deal with the procurement system of this Territory." 5 GCA § 5001(b)(3);(4). The current state of GSA Bid No. GSA-118-16 fosters neither of these because of the exceedingly short period between the issuance of "Amendment #7" and the bid submission. Because of this failing, ST initiated a protest of the procurement. Further action along the timescale set by GSA called into question the fairness of the procurement process. ST, by the time "Amendment #7" was issued, had taken great care in preparing its existing tender and meeting the specific requirements of the IFB. Public confidence in the procurement process can only be kept through a procurement process that sets specific parameters for bids and reviews those bids against those preset and defined parameters. When those parameters significantly change, offerors must be afforded a reasonable opportunity to act accordingly. The process at work in the IFB— a process that mandated that ST prepare its bid in four (4) days in order to meet the requirements of "Amendment #7"— must be corrected.

B. GSA's denial of ST's protest ignores the timing and the nature of the Amendments GSA has issued in this procurement.

On November 14, 2016 the GSA's Chief Procurement Officer issued a Decision Denying ST's protest for three reasons. That Decision cited to an "Amendment #9" that extended the bid opening date to November 4th, 2016. *See* Memorandum Denying Protest, November 14, 2016, attached as **Exhibit D** to this submission.¹ The GSA also claimed that the "amendments change

¹ The GSA's protest decision incorrectly cites to "Amendment #9." A review of Amendments issued by the GSA shows that Amendment #8, which was received by ST on the same day ST's legal counsel submitted ST's protest changed the bid opening date from October 28, 2016 to November 4, 2016. *See* Amendment 8, attached as **Exhibit E** to this submission.

of pages 30-45 did not change the specifications issued originally. What the amendment did was to change the amount requested in this bid, by either increasing or decreasing the amount.” *Id.* The GSA also claimed in its denial that the requirement of imprinting “Property of GovGuam” was a requirement stated (sic) in the beginning of the bid and is being stated as a reminder.” *Id.* The GSA’s reasons for denying the protest are unavailing.

First, even if the GSA Amended the IFB to extend the date for the opening of bids to November 4, 2016, that Amendment was sent to ST contemporaneously with the submission of ST’s agency level protest and did not alter the basis of ST’s protest, *i.e.*, that the time for bid preparation given the significant changes of Amendment #7 was insufficient. The GSA explained that the period for bid preparation was “Clearly more than four days.” *Id.* ST’s protest was not based on needing more than four days, but, instead, that the period provided was not long enough and, in any event, shorter than the 15 day minimum period mandated by Guam law.

Second, the GSA seems to confuse Amendment 8 with Amendment 7. The GSA claims that the changes to pages 30-45 that ST protests simply changed quantity. Amendment 8 to the IFB did change quantities. However, ST did not raise a protest of Amendment 8, and the GSA has failed to grasp this. ST’s protest of October 27, 2016 was of Amendment 7’s significant change modifying the 78 different products contained in the IFB to include an individual requirement for imprinting/embossing/watermarking of the phrase “Property of GovGuam.” *Compare, e.g.* Sanitary Napkin item description on pg. 42 of original IFB *with* Sanitary Napkin item description pg. 42 change of Amendment #7 (adding requirement that “Each napkin must be imprinted/embossed/watermarked with ‘Property of GovGuam.’”)

Finally, the GSA claims that the inclusion of the phrase “Property of GovGuam” was part of the original IFB. This is simply not the case. While the original IFB did include, for some

products, that the phrase “Property of GovGuam” be imprinted, Amendment 7 significantly altered that by greatly increasing the scale of that imprinting. For instance, the GSA’s original IFB request for toilet tissue wanted each “roll” to have an imprint “Property of GovGuam,” but Amendment 7 mandated that each “sheet” be “imprinted/embossed/watermarked” with the GovGuam name. *Compare*, Toilet Tissue item description on pg. 43 of original IFB *with* Toilet Tissue item description pg. 43 change of Amendment #7. This is no minor modification, and with four days left in the bid preparation period, it significantly changed the nature of the bid that ST was preparing to respond to.² More, that Amendment was issued without a period to allow clarity and questions about the new amendment.

C. The GSA is also violating procurement law by ignoring the Automatic Stay mandated by 5 GCA § 5425(g)

The GSA has also ignored procurement law during its handling of the instant IFB by ignoring the Automatic Stay regarding the continued procurement of GSA-118-16. Pursuant to 5 GCA § 5425(g), the Territory shall not proceed further with the solicitation or with the award of the contract prior to final resolution of this protest. Despite this, the GSA has chosen to move forward with the Procurement and make further Amendments to the IFB. On November 16, 2016 the GSA received from ST’s counsel a letter reminding the agency that, despite the agency level denial of ST Corporation’s (“ST”) protest, the automatic stay triggered by the filing of that protest remains in effect. Despite this, the General Services Agency issued a notice to all prospective bidders that “that the stay of procurement has been lifted...” The GSA then went on to issue another Amendment to the bid. *See* Notice Lifting Stay of Procurement, November 16,

² Moving from simply marking a roll of toilet tissue to embossing each sheet of that roll of toilet tissue is a significant undertaking, and requires careful work with supply chains to develop and create appropriate product molds that create the embossing or watermarking required. Establishing such a mold can take four weeks. Simply putting a GovGuam sticker on each sheet of toilet tissue is, as one can understand, not a viable option.

2016, attached as **Exhibit F** to this Submission; Amendment #9, attached as **Exhibit G** to this Submission.

The GSA's lifting of the stay of procurement on November 16 is wholly outside established law, and must be immediately corrected. The Office of Public Accountability has been clear that "the automatic stay is triggered upon the filing of a timely protest; the filing of a timely appeal to the OPA; and the filing of a timely appeal to the Superior Court of Guam. In the event of a timely protest... the Territory shall not proceed further with the solicitation of with the award of the contract prior to its final resolution. Final resolution of a protest includes the time period of an appeal after protest." Order Granting Motion Re Automatic Stay, *In the Appeal of JMI Edison*, OPA-PA-13-010. The Guam Supreme Court confirmed this interpretation of the law. *See Teleguam Holdings, LLC v. Territory of Guam*, 2015 Guam 13.

While GSA's denial of the ST's protest recognized the right for ST to seek administrative and judicial review, GSA nevertheless moved forward with ignoring the law of the automatic stay. This is untenable, and The OPA should preserve the integrity of the procurement process, and Confirm that the automatic stay mandated by 5 GCA §5425(g) is in place, and that the Territory shall not proceed further with the solicitation of GSA-118-16 pending final resolution of the instant protest and appeal.

II. RULING REQUESTED

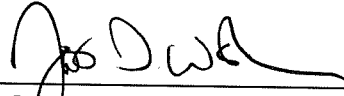
ST requests that the OPA direct the GSA to allow for a 10 day Question and Answer period for potential offerors to address Amendment #7, and then to direct that Bid opening occur 30 days after that. ST further requests a determination by the OPA that a 50 day delivery period be put in place for all "imprinted/embossed/watermarked" items purchased under this procurement.

III. SUPPORTING EXHIBITS, EVIDENCE OR DOCUMENTS

ST anticipates providing further documentation to substantiate its claims when GSA submits the procurement record to the OPA and its agency report.

Submitted this 28th day of November, 2016.

CIVILLE & TANG, PLLC

By: 

JOSHUA D. WALSH
JOSEPH C. RAZZANO
Attorneys for Appellant
ST Corporation

VERIFICATION

EXHIBIT “A”

Accountability * Impartiality * Competence * Openness * Value

INVITATION FOR BID NO. : GSA-118-16

DESCRIPTION:

JANITORIAL AND HARDWARE SUPPLIES

SPECIAL REMINDER TO PROSPECTIVE BIDDERS

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

- (X) BID GUARANTEE (15% of Bid Amount) May be in the form of;
Reference #11 on the General Terms and Conditions
- a. Cashier's Check or Certified Check
 - b. Letter of Credit
 - c. Surety Bond – Valid only if accompanied by:
 - 1. Current Certificate of Authority issued by the Insurance Commissioner;
 - 2. Power of Attorney issued by the Surety to the Resident General Agent;
 - 3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.
- () STATEMENT OF QUALIFICATIONS
- (X) BROCHURES/DESCRIPTIVE LITERATURE;
- (X) AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSION
- a. Date of signature of the person authorized to sign the bid and the notary date must be the same.
- (X) OTHER REQUIREMENTS:
Non-Collusion Affidavit, D.O.L. Wage Determination Affidavit, Restriction against Sexual Offenders Affidavit, No Kickbacks or Gratuities Affidavit and Ethical Standards Affidavit, and Affidavit re Contingent Fees, Current Business License

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

On this 25th day of October, 2016, I, Jessy Loomis,

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


Bidder Representative's Signature

Invitation for Bid: GSA-118-16

JANITORIAL AND HARDWARE SUPPLIES

ACKNOWLEDGEMENT RECEIPT FORM

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

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

Name Jessy Loomis
Signature Jessy Loomis
Date Oct. 11, 2016
Time _____
Contact Number (671) 488-0315
Fax Number (671) 637-7175
Contact Person regarding IFB Jessy Loomis
Title CG Brand Sales & Marketing Manager
E-Mail Address cg.manager@stguam.com
Company/Firm ST Corporation
Address P.O. Box 12699
Tamuning, Guam 96931

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

All questions and concerns in regards to this bid must be submitted via fax attention to the General Services Agency attention Chief Procurement Officer no later than Sept. 29, 2016 close of business at 5:00p.m.

INVITATION FOR BID

ISSUING OFFICE:

GENERAL SERVICES AGENCY
GOVERNMENT OF GUAM
148 ROUTE 1, MARINE DRIVE
PITI, GUAM 96915

Paul H K 9/23/16

CLAUDIA S. ACFALLE
Chief Procurement Officer

DATE ISSUED: SEPT. 26, 2016

BID INVITATION NO: GSA-118-16

BID FOR: **JANITORIAL AND OFFICE SUPPLIES**

SPECIFICATION: **SEE ATTACHED**

DESTINATION: DEPARTMENT OF ADMINISTRATION – GENERAL SERVICES AGENCY

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

INSTRUCTION TO BIDDERS:

INDICATE WHETHER: INDIVIDUAL PARTNERSHIP CORPORATION

INCORPORATED IN: Guam

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) 2:00PM Date: 10/12/16 and shall be publicly opened. Bid submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions, and Sealed Bid Solicitation for details.

The undersigned offers and agrees to furnish within the time specified, the articles and services at the price stated opposite the respective items listed on the schedule provided, unless otherwise specified by the bidder. In consideration to the expense of the Government in opening, tabulating, and evaluating this and other bids, and other considerations, the undersigned agrees that this bid remain firm and irrevocable within 60 calendar days from the date opening to supply any or all the items which prices are quoted.

NAME AND ADDRESS OF BIDDER:

ST Corporation
P.O. Box 12699
Tamuning, Guam 96931

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS BID:

Jessy Loomis - Jessy Loomis
CS - Brand Sales & Marketing Manager

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

ITEM NO(S). AWARDED: _____

CONTRACTING OFFICER:

CLAUDIA S. ACFALLE
Chief Procurement Officer

NAME AND ADDRESS OF CONTRACTOR:

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS CONTRACT:

SPECIAL PROVISIONS

JANITORIAL AND HARDWARE SUPPLIES

This is an "Indefinite Quantity Bid" pursuant to Section 3119(i)(2) of the 2GAR 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.

Delivery:

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.

Contract Period:

The term of this contract is for a period of one (1) year on an as needed basis upon availability of funds

Additional Requirement:

In the event that other agencies within the Government of Guam, having the same requirements, upon notifications and acceptance of the additional 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.

FORM E

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

Procurement No: GSA-118-16 (JANITORIAL AND HARDWARE SUPPLIES)

Name of Offeror Company: ST Corporation hereby certifies under penalty of perjury:

(1) That I am an officer of the offeror (the offeror, a partner of the offeror, an officer of the offeror) making the bid or proposal in the foregoing identified procurement;

(2) That I have read and understand the provisions of 5 GCA § 5801 and § 5802 which read:

§ 5801. Wage Determination Established.

In such cases where the government of Guam enters into contractual arrangements with a sole proprietorship, a partnership or a corporation ("contractor") for the provision of a service to the government of Guam, and in such cases where the contractor employs a person(s) whose purpose, in whole or in part, is the direct delivery of service contracted by the government of Guam, then the contractor shall pay such employee(s) in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam.

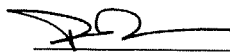
The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by the government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in that contract for applying the Wage Determination, as required by this Article, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply.

§ 5802. Benefits.

In addition to the Wage Determination detailed in this Article, any contract to which this Article applies shall also contain provisions mandating health and similar benefits for employees covered by this Article, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.

(3) That the offeror is in full compliance with 5 GCA § 5801 and § 5802, as may be applicable to the procurement referenced herein;

(4) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor. [INSTRUCTIONS – Please attach!]



Signature Date

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

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

Wage Determination No.: 2005-2147
Daniel W. Simms Division of | Revision No.: 19
Director Wage Determinations | Date Of Revision: 12/29/2015

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

States: Guam, Northern Marianas, Wake Island

Area: Guam Statewide
Northern Marianas Statewide
Wake Island Statewide

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.50
01012 - Accounting Clerk II		13.53
01013 - Accounting Clerk III		15.59
01020 - Administrative Assistant		17.67
01040 - Court Reporter		15.38
01051 - Data Entry Operator I		10.48
01052 - Data Entry Operator II		11.99
01060 - Dispatcher, Motor Vehicle		13.06
01070 - Document Preparation Clerk		12.25
01090 - Duplicating Machine Operator		12.25
01111 - General Clerk I		10.29
01112 - General Clerk II		11.28
01113 - General Clerk III		12.32
01120 - Housing Referral Assistant		17.15
01141 - Messenger Courier		10.12
01191 - Order Clerk I		11.23
01192 - Order Clerk II		12.25
01261 - Personnel Assistant (Employment) I		14.33
01262 - Personnel Assistant (Employment) II		14.90
01263 - Personnel Assistant (Employment) III		16.48
01270 - Production Control Clerk		18.34
01280 - Receptionist		9.67
01290 - Rental Clerk		11.10
01300 - Scheduler, Maintenance		13.75
01311 - Secretary I		13.75
01312 - Secretary II		15.38
01313 - Secretary III		17.15
01320 - Service Order Dispatcher		11.57
01410 - Supply Technician		17.67
01420 - Survey Worker		15.26
01531 - Travel Clerk I		11.61
01532 - Travel Clerk II		12.57
01533 - Travel Clerk III		13.44
01611 - Word Processor I		12.25
01612 - Word Processor II		13.75
01613 - Word Processor III		15.38
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		13.34
05010 - Automotive Electrician		13.06
05040 - Automotive Glass Installer		12.10
05070 - Automotive Worker		12.10
05110 - Mobile Equipment Servicer		8.59
05130 - Motor Equipment Metal Mechanic		13.06
05160 - Motor Equipment Metal Worker		12.10

05190 - Motor Vehicle Mechanic	13.06
05220 - Motor Vehicle Mechanic Helper	10.12
05250 - Motor Vehicle Upholstery Worker	12.10
05280 - Motor Vehicle Wrecker	12.10
05310 - Painter, Automotive	12.37
05340 - Radiator Repair Specialist	12.10
05370 - Tire Repairer	7.81
05400 - Transmission Repair Specialist	12.10
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.47
07041 - Cook I	9.54
07042 - Cook II	11.78
07070 - Dishwasher	7.25
07130 - Food Service Worker	7.78
07210 - Meat Cutter	11.86
07260 - Waiter/Waitress	7.59
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	14.38
09040 - Furniture Handler	8.85
09080 - Furniture Refinisher	14.38
09090 - Furniture Refinisher Helper	10.66
09110 - Furniture Repairer, Minor	12.51
09130 - Upholsterer	14.38
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.23
11060 - Elevator Operator	8.23
11090 - Gardener	10.99
11122 - Housekeeping Aide	8.33
11150 - Janitor	8.23
11210 - Laborer, Grounds Maintenance	9.14
11240 - Maid or Houseman	7.25
11260 - Pruner	8.23
11270 - Tractor Operator	10.33
11330 - Trail Maintenance Worker	9.14
11360 - Window Cleaner	9.14
12000 - Health Occupations	
12010 - Ambulance Driver	15.81
12011 - Breath Alcohol Technician	15.81
12012 - Certified Occupational Therapist Assistant	21.70
12015 - Certified Physical Therapist Assistant	21.70
12020 - Dental Assistant	13.20
12025 - Dental Hygienist	29.85
12030 - EKG Technician	23.96
12035 - Electroneurodiagnostic Technologist	23.96
12040 - Emergency Medical Technician	15.81
12071 - Licensed Practical Nurse I	14.14
12072 - Licensed Practical Nurse II	15.81
12073 - Licensed Practical Nurse III	17.63
12100 - Medical Assistant	11.54
12130 - Medical Laboratory Technician	14.14
12160 - Medical Record Clerk	11.82
12190 - Medical Record Technician	13.59
12195 - Medical Transcriptionist	14.14
12210 - Nuclear Medicine Technologist	34.75
12221 - Nursing Assistant I	10.03
12222 - Nursing Assistant II	11.30
12223 - Nursing Assistant III	12.31
12224 - Nursing Assistant IV	13.84
12235 - Optical Dispenser	15.81
12236 - Optical Technician	14.14
12250 - Pharmacy Technician	13.41
12280 - Phlebotomist	13.84
12305 - Radiologic Technologist	22.64
12311 - Registered Nurse I	20.70
12312 - Registered Nurse II	25.32
12313 - Registered Nurse II, Specialist	25.32
12314 - Registered Nurse III	30.64
12315 - Registered Nurse III, Anesthetist	30.64
12316 - Registered Nurse IV	36.72
12317 - Scheduler (Drug and Alcohol Testing)	19.59
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	15.06
13012 - Exhibits Specialist II	18.66
13013 - Exhibits Specialist III	22.83
13041 - Illustrator I	15.06
13042 - Illustrator II	18.66
13043 - Illustrator III	22.83

13047 - Librarian	20.66
13050 - Library Aide/Clerk	12.00
13054 - Library Information Technology Systems Administrator	18.66
13058 - Library Technician	15.06
13061 - Media Specialist I	13.46
13062 - Media Specialist II	15.06
13063 - Media Specialist III	16.80
13071 - Photographer I	12.82
13072 - Photographer II	14.32
13073 - Photographer III	17.75
13074 - Photographer IV	21.73
13075 - Photographer V	26.30
13110 - Video Teleconference Technician	12.91
14000 - Information Technology Occupations	
14041 - Computer Operator I	13.65
14042 - Computer Operator II	15.76
14043 - Computer Operator III	17.56
14044 - Computer Operator IV	19.50
14045 - Computer Operator V	21.81
14071 - Computer Programmer I	(see 1) 15.73
14072 - Computer Programmer II	(see 1) 19.50
14073 - Computer Programmer III	(see 1) 23.84
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1) 24.23
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	13.65
14160 - Personal Computer Support Technician	19.50
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	24.23
15020 - Aircrew Training Devices Instructor (Rated)	29.32
15030 - Air Crew Training Devices Instructor (Pilot)	33.30
15050 - Computer Based Training Specialist / Instructor	24.23
15060 - Educational Technologist	22.82
15070 - Flight Instructor (Pilot)	33.30
15080 - Graphic Artist	20.47
15090 - Technical Instructor	17.65
15095 - Technical Instructor/Course Developer	21.58
15110 - Test Proctor	13.87
15120 - Tutor	13.87
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.08
16030 - Counter Attendant	8.08
16040 - Dry Cleaner	9.34
16070 - Finisher, Flatwork, Machine	8.08
16090 - Presser, Hand	8.08
16110 - Presser, Machine, Dry-cleaning	8.08
16130 - Presser, Machine, Shirts	8.08
16160 - Presser, Machine, Wearing Apparel, Laundry	8.08
16190 - Sewing Machine Operator	9.86
16220 - Tailor	10.33
16250 - Washer, Machine	8.46
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	14.49
19040 - Tool And Die Maker	18.20
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	12.49
21030 - Material Coordinator	18.34
21040 - Material Expediter	18.34
21050 - Material Handling Laborer	10.65
21071 - Order Filler	9.66
21080 - Production Line Worker (Food Processing)	12.49
21110 - Shipping Packer	13.33
21130 - Shipping/Receiving Clerk	13.33
21140 - Store Worker I	13.23
21150 - Stock Clerk	18.58
21210 - Tools And Parts Attendant	12.49
21410 - Warehouse Specialist	12.49
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	20.69
23021 - Aircraft Mechanic I	19.70
23022 - Aircraft Mechanic II	20.69
23023 - Aircraft Mechanic III	21.74
23040 - Aircraft Mechanic Helper	13.70

23050 - Aircraft, Painter	18.50
23060 - Aircraft Servicer	16.09
23080 - Aircraft Worker	17.38
23110 - Appliance Mechanic	14.49
23120 - Bicycle Repairer	9.74
23125 - Cable Splicer	15.43
23130 - Carpenter, Maintenance	13.00
23140 - Carpet Layer	13.55
23160 - Electrician, Maintenance	14.99
23181 - Electronics Technician Maintenance I	14.72
23182 - Electronics Technician Maintenance II	15.05
23183 - Electronics Technician Maintenance III	18.31
23260 - Fabric Worker	12.60
23290 - Fire Alarm System Mechanic	15.43
23310 - Fire Extinguisher Repairer	11.67
23311 - Fuel Distribution System Mechanic	15.43
23312 - Fuel Distribution System Operator	13.01
23370 - General Maintenance Worker	11.95
23380 - Ground Support Equipment Mechanic	19.70
23381 - Ground Support Equipment Servicer	16.09
23382 - Ground Support Equipment Worker	17.38
23391 - Gunsmith I	11.67
23392 - Gunsmith II	13.55
23393 - Gunsmith III	15.43
23410 - Heating, Ventilation And Air-Conditioning Mechanic	15.76
23411 - Heating, Ventilation And Air-Conditioning Mechanic (Research Facility)	16.55
23430 - Heavy Equipment Mechanic	15.15
23440 - Heavy Equipment Operator	13.73
23460 - Instrument Mechanic	15.43
23465 - Laboratory/Shelter Mechanic	14.49
23470 - Laborer	10.65
23510 - Locksmith	14.49
23530 - Machinery Maintenance Mechanic	17.38
23550 - Machinist, Maintenance	15.43
23580 - Maintenance Trades Helper	9.92
23591 - Metrology Technician I	15.43
23592 - Metrology Technician II	16.41
23593 - Metrology Technician III	17.37
23640 - Millwright	15.43
23710 - Office Appliance Repairer	14.38
23760 - Painter, Maintenance	13.55
23790 - Pipefitter, Maintenance	15.32
23810 - Plumber, Maintenance	14.38
23820 - Pneudraulic Systems Mechanic	15.43
23850 - Rigger	15.43
23870 - Scale Mechanic	13.55
23890 - Sheet-Metal Worker, Maintenance	15.21
23910 - Small Engine Mechanic	13.55
23931 - Telecommunications Mechanic I	19.01
23932 - Telecommunications Mechanic II	19.76
23950 - Telephone Lineman	18.24
23960 - Welder, Combination, Maintenance	14.66
23965 - Well Driller	15.43
23970 - Woodcraft Worker	15.43
23980 - Woodworker	11.67
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.09
24580 - Child Care Center Clerk	12.58
24610 - Chore Aide	12.43
24620 - Family Readiness And Support Services Coordinator	12.44
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	15.43
25040 - Sewage Plant Operator	14.49
25070 - Stationary Engineer	15.43
25190 - Ventilation Equipment Tender	10.73
25210 - Water Treatment Plant Operator	14.49
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.90
27007 - Baggage Inspector	7.35
27008 - Corrections Officer	12.05
27010 - Court Security Officer	12.05

27030 - Detection Dog Handler	10.90
27040 - Detention Officer	12.05
27070 - Firefighter	12.05
27101 - Guard I	7.37
27102 - Guard II	10.90
27131 - Police Officer I	12.05
27132 - Police Officer II	13.40
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	9.53
28042 - Carnival Equipment Repairer	10.08
28043 - Carnival Equipment Worker	7.78
28210 - Gate Attendant/Gate Tender	13.18
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	14.74
28510 - Recreation Aide/Health Facility Attendant	10.76
28515 - Recreation Specialist	18.26
28630 - Sports Official	11.74
28690 - Swimming Pool Operator	17.71
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	15.20
29020 - Hatch Tender	15.20
29030 - Line Handler	15.20
29041 - Stevedore I	14.22
29042 - Stevedore II	16.25
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	17.49
30022 - Archeological Technician II	19.56
30023 - Archeological Technician III	24.21
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	21.93
30061 - Drafter/CAD Operator I	17.49
30062 - Drafter/CAD Operator II	19.56
30063 - Drafter/CAD Operator III	20.74
30064 - Drafter/CAD Operator IV	24.21
30081 - Engineering Technician I	14.62
30082 - Engineering Technician II	16.41
30083 - Engineering Technician III	18.36
30084 - Engineering Technician IV	22.34
30085 - Engineering Technician V	27.83
30086 - Engineering Technician VI	33.66
30090 - Environmental Technician	21.10
30210 - Laboratory Technician	20.74
30240 - Mathematical Technician	23.34
30361 - Paralegal/Legal Assistant I	19.06
30362 - Paralegal/Legal Assistant II	21.53
30363 - Paralegal/Legal Assistant III	26.35
30364 - Paralegal/Legal Assistant IV	30.80
30390 - Photo-Optics Technician	21.93
30461 - Technical Writer I	22.17
30462 - Technical Writer II	27.10
30463 - Technical Writer III	32.79
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	20.74
Surface Programs	
30621 - Weather Observer, Senior (see 2)	23.00
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	8.15
31030 - Bus Driver	9.69
31043 - Driver Courier	8.97
31260 - Parking and Lot Attendant	7.25
31290 - Shuttle Bus Driver	9.99
31310 - Taxi Driver	8.21
31361 - Truck-driver, Light	8.97
31362 - Truck-driver, Medium	11.61
31363 - Truck-driver, Heavy	12.48
31364 - Truck-driver, Tractor-Trailer	12.48

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

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

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

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

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

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

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

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to 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 regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of 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.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination.

Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. (See Section 4.6 (C)(vi)) When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

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

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

GOVERNMENT OF GUAM

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

BID BOND
NO. _____

KNOW ALL MEN BY THESE PRESENTS that _____, as Principal hereinafter called the Principal, and (Bonding Company), _____
A duly admitted insurer under the laws of the Territory of Guam, as Surety, hereinafter called the Surety are Held firmly bound unto the Territory of Guam for the sum of _____ Dollars (\$ _____), for Payment of which sum will and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for (identify project by number and brief description)

NOW, THEREFORE, if the Territory of Guam shall accept the bid of the Principal and the Principal shall enter into a Contract with the Territory of Guam in accordance with the terms of such bid, and give such bond or bonds as may be specified in bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Territory of Guam the difference not to exceed the penalty hereof between the amounts specified in said bid and such larger amount for which the Territory of Guam may in good faith contract with another party to perform work covered by said bid or an appropriate liquidated amount as specified in the Invitation for Bids then this obligation shall be null and void, otherwise to remain full force and effect.

Signed and sealed this _____ day of _____ 2016

(PRINCIPAL)

(SEAL)

(WITNESS)

(TITLE)

(MAJOR OFFICER OF SURETY)

(TITLE)

(MAJOR OFFICER OF SURETY)

(TITLE)

(RESIDENT GENERAL AGENT)

INSTRUCTION TO PROVIDERS:

NOTICE to all Insurance and Bonding Institutions:

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

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

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

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

**GOVERNMENT OF GUAM
GENERAL TERMS AND CONDITIONS**

SEALED BID SOLICITATION AND AWARD

Only those Boxes checked below are applicable to this bid.

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

16. **STANDARD FOR DETERMINATION OF LOWEST RESPONSIBLE BIDDER:**
In determining the lowest responsible offer, the Chief Procurement Officer shall be guided by the following:
- a) Price of items offered.
 - b) The ability, capacity, and skill of the Bidder to perform.
 - c) Whether the Bidder can perform promptly or within the specified time.
 - d) The quality of performance of the Bidder with regards to awards previously made to him.
 - e) The previous and existing compliance by the Bidder with laws and regulations relative to procurement.
 - f) The sufficiency of the financial resources and ability of the Bidder to perform.
 - g) The ability of the bidder to provide future maintenance and services for the subject of the award.
 - h) The compliance with all of the conditions to the Solicitation.
17. **TIE BIDS:** If the bids are for the same unit price or total amount in the whole or in part, the Chief Procurement Officer will determine award based on 2 GAR, Div. 4, § 3109(o) (2) or to reject all such bids.
18. **BRAND NAMES:** Any reference in the Solicitation to manufacturer's Brand Names and number is due to lack of a satisfactory specification of commodity description. Such preference is intended to be descriptive, but not restrictive and for the sole purpose of indicating prospective bidders a description of the article or services that will be satisfactory. Bids on comparable items will be considered provided the bidder clearly states in his bid the exact articles he is offering and how it differs from the original specification.
19. **DESCRIPTIVE LITERATURE:** Descriptive literature(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The literature furnished must clearly identify the item(s) in the Bid. The descriptive literature is required to establish, for the purpose of evaluation and award, details of the product(s) the bidder proposes to furnish including design, materials, components, performance characteristics, methods of manufacture, construction, assembly or other characteristics which are considered appropriate. Rejection of the Bid will be required if the descriptive literature(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the descriptive literature(s) by the time specified in the Solicitation will require rejection of the bid.
20. **SAMPLES:** Sample(s) of Item(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The sample(s) should represent exactly what the bidder proposes to furnish and will be used to determine if the Item(s) offered complies with the specifications. Rejection of the Bid will be required if the sample(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the sample(s) by the time specified in the Solicitation will require rejection of the Bid.
21. **LABORATORY TEST:** Successful bidder is required to accompany delivery of his goods with a Laboratory Test Report indicating that the product he is furnishing the Government meets with the specifications. This report is on the bidder's account and must be from a certified Testing Association.
22. **AWARD, CANCELLATION, & REJECTION:** Award shall be made to the lowest responsible and responsive bidder, whose bid is determined to be the most advantageous to the Government, taking into consideration the evaluation factors set forth in this solicitation. No other factors or criteria shall be used in the evaluation. The right is reserved as the interest of the Government may require to waive any minor irregularity in bid received. The Chief Procurement Officer shall have the authority to award, cancel, or reject bids, in whole or in part for any one or more items if he determines it is in the public interest. Award issued to the lowest responsible bidder within the specified time for acceptance as indicated in the solicitation, results in a bidding contract without further action by either party. In case of 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. **SCHEDULE FOR DELIVERY:** Successful bidder shall notify the General Services Agency, Telephone Nos. 475-1707 or 475-713, at least twenty-four (24) hours before delivery of any item under this solicitation.
25. **BILL OF SALE:** Successful supplier shall render Bills of Sale for each item delivered under this contract. Failure to comply with this requirement will result in rejection of delivery. The Bill of Sale must accompany the items delivered but will not be considered as an invoice for payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.
26. **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. **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. **GUARANTEE:**
- a) **Guarantee of Vehicle Type of Equipment:**
The successful bidder shall guarantee vehicular type of equipment offered against defective parts, workmanship, and performance, for a period of not less than one (1) year after date of receipt of equipment. Bidder shall also provide service to the equipment for at least one (1) year. Service to be provided shall include, but will not be limited to tune ups (change of spark plugs, contact points and condensers) and lubrication (change of engine and transmission oil). All parts and labor shall be at the expense of the bidder. All parts found defective and not caused by misuse, negligence or accident within the guarantee period shall be repaired, replaced, or adjusted within six (6) working days after notice from the Government and without cost to the Government. Vehicular type of equipment as used in this context shall include equipment used for transportation as differentiated from tractors, backhoes, etc.
- b) **Guarantee of Other Type of Equipment:**
The successful bidder shall guarantee all other types of equipment offered, except those mentioned in 30a, above, against defective parts, workmanship, and performance for a period of not less than three (3) months after date of receipt of equipment. Bidder shall also provide service to the equipment for at least three (3) months. All parts found defective within that period shall be repaired or replaced by the Contractor without cost to the Government. Repairs, adjustments or replacements of defective parts shall be completed by the contractor within six (6) working days after notice from the Government.
- (c) Compliance with this Section is a condition of this Bid.
- [x] 31. **REPRESENTATION REGARDING ETHICS IN PUBLIC PROCUREMENT:** The bidder or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a Government employee to breach any of the ethical standards and represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth on Chapter 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.
- [x] 32. **REPRESENTATION REGARDING CONTINGENT FEES:** The contractor represents that it has not retained a person to solicit or secure a Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business (GPR Section 11-207).
- [x] 33. **EQUAL EMPLOYMENT OPPORTUNITY:** Contractors shall not discriminate against any employee or applicant of employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that employees are treated equally during employment without regards to their race, color, religion, sex, or national origin.
- [x] 34. **COMPLIANCE WITH LAWS:** Bidders awarded a contract under this Solicitation shall comply with the applicable standard, provisions, and stipulations of all pertinent Federal and/or local laws, rules, and regulations relative to the performance of this contract and the furnishing of goods.
- [] 35. **CHANGE ORDER:** Any order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-03.1 of the Guam Procurement Regulations.
- [x] 36. **STOP WORK ORDER:** Any stop work order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-04.1 of the Guam Procurement Regulations.
- [x] 37. **TERMINATION FOR CONVENIENCE:** Any termination order for the convenience of the Government issued relative towards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101.10 of the Government Procurement Regulations.
- [x] 38. **TIME FOR COMPLETION:** It is hereby understood and mutually agreed by and between the contractor and the Government that the time for delivery to final destination or the timely performance of certain services is an essential condition of this contract. If the contractor refuses or fails to perform any of the provisions of this contract within the time specified in the Purchase Order (from the date Purchase Order is acknowledged by vendor), then the contractor is in default. Defaults will be treated subject to and in accordance with the provisions of 2 GAR, Div. 4 § 6101(8)
- [x] 39. **JUSTIFICATION OF DELAY:** Bidders who are awarded contracts under this Solicitation, guarantee that the goods will be delivered to their destination or required services rendered within the time specified. If the bidder is not able to meet the specified delivery date, he is required to notify the Chief Procurement Officer of such delay. Notification shall be in writing and shall be received by the Chief Procurement Officer at least twenty-four (24) hours before the specified delivery date. Notification of delay shall include an explanation of the causes and reasons for the delay including statement(s) from supplier or shipping company causing the delay. The Government reserves the right to reject delay justification if, in the opinion of the Chief Procurement Officer, such justification is not adequate.

- [X] 40. **SERVICE-DISABLED VETERAN OWNED BUSINESS PREFERENCE:** Bidding is subject to the policy in favor of Service-Disabled Veteran Owned Business as defined in 5 GCA sections 5011 and 5012.
- [X] 41. **LIQUIDATED DAMAGES:** When the contractor is given notice of delay or nonperformance as specified in Paragraph 1 (Default) of the Termination for Default Clause of this contract and fails to cure in the time specified, the contractor shall be liable for damages for delay in the amount of one-fourth of one percent (1%) of outstanding order per calendar day from date set for cure until either the territory reasonable obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contractor's delay or nonperformance is excused under Paragraph 40 (Excuse for 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).**
- [X] 42. **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. 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).
- [X] 45. **CONTACT FOR CONTRACT ADMINISTRATION:** If your firm receives a contract as a result of this Solicitation, please designate a person whom we may contact for prompt administration.

Name: _____ Title: _____
 Address: _____ Telephone: _____

GOVERNMENT OF GUAM

SEALED BID SOLICITATION INSTRUCTIONS

1. **BID FORMS:** Each bidder shall be provided with two (2) sets of Solicitation forms. Additional copies may be provided upon request. Bidders requesting additional copies of said forms will be charged per page in accordance with 5 GCA § 10203 of the Government Code of Guam. All payments for this purpose shall be by cash, certified check or money order and shall be made payable to the General Services Agency (EO 86-24).
2. **PREPARATIONS OF BIDS:**
 - a) Bidders are required to examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at bidder's risk.
 - b) Each bidder shall furnish the information required by the Solicitation. The bidder shall sign the solicitation and print or type his name on the Schedule. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent are to be accompanied by evidence of this authority unless such evidence has been previously furnished to the issuing office.
 - c) Unit price for each unit offered shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the amount column of the Schedule for each item offered. In case of discrepancies between a unit price and extended price, the unit price will be presumed to be correct.
 - d) Bids for supplies or services other than those specified will not be considered. Time, if stated as a number of days, means calendar days and will include Saturdays, Sundays, and holidays beginning the day after the issuance of a Notice to Proceed. Time stated ending on a Saturday, Sunday or Government of Guam legal holiday will end at the close of the next business day.
3. **EXPLANATION TO BIDDERS:** Any explanation desired by a bidder regarding the meaning or interpretation of the Solicitation, drawings, specifications, etc., must be submitted in writing and with sufficient time allowed for a written reply to reach all bidders before the submission of their bids. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective bidder concerning a Solicitation will be furnished to all prospective bidders in writing as an amendment to the Solicitation if such information would be prejudicial to informed bidders.
4. **ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS:** Receipt of an amendment to a Solicitation by a bidder must be acknowledged by signing an acknowledgement of receipt of the amendment. Such acknowledgement must be received prior to the hour and date specified for receipt of bids.
5. **SUBMISSION OF BIDS:**
 - a) Bids and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the Solicitation. The bidder shall show the hour and date specified in the Solicitation for receipt, the Solicitation number, and the name and address of the bidder on the face of the envelope.
 - b) Telegraphic bids will not be considered unless authorized by the Solicitation. However, bids may be modified or withdrawn by written or telegraphic notice, provided such notice is received prior to the hour and date specified for receipt (see paragraph 6 of these instructions).
 - c) Samples of items, when required, must be submitted within the time specified, unless otherwise specified by the Government, at no expense to the Government. If not destroyed by testing, samples will be returned at bidder's request and expense, unless otherwise specified by the Solicitation.
 - d) Samples or descriptive literature should not be submitted unless it is required on this solicitation. Regardless of any Attempt by a bidder to condition the bid, unsolicited samples or descriptive literature will not be examined or tested at the bidder's risk, and will not be deemed to vary any of the provisions of this Solicitation.
6. **FAILURE TO SUBMIT BID:** If no bid is to be submitted, do not return the solicitation unless otherwise specified. A letter or postcard shall be sent to the issuing office advising whether future Solicitations for the type of supplies or services covered by this Solicitation are desired.
7. **LATE BID, LATE WITHDRAWALS, AND LATE MODIFICATIONS:**
 - a) **Definition:** Any bid received after the time and date set for receipt of bids is late. Any withdrawal or modification of a bid received after the time and date set for opening of bids at the place designated for opening is late (Guam Procurement Regulations 2 GAR, Div.4 §3109(k)).
 - b) **Treatment:** No late bid, late modification, or late withdrawal will be considered unless received before contract award, and the bid, modification, or withdrawal would have been timely but for the action or inaction of territorial personnel directly serving the procurement activity.

8. **DISCOUNTS:**
- a) Notwithstanding the fact that prompt payment discounts may be offered, such offer will not be considered in evaluating bids for award unless otherwise specified in the Solicitation. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of bids.
 - b) In connection with any discount offered, time will be computed from date of delivery and acceptance of the supplies to the destination as indicated in the purchase order or contract. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Government check.
9. **GOVERNMENT FURNISHED PROPERTY:** No material, labor or facilities will be furnished by the Government unless otherwise provided for in the Solicitation.
10. **SELLER' INVOICES:** Invoices shall be prepared and submitted in quadruplicate (one copy shall be marked "original") unless otherwise specified. Invoices shall be "certified true and correct" and shall contain the following information: Contract and order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices, and extended total. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading.
11. **RECEIPT, OPENING AND RECORDING OF BIDS:** Bids and modifications shall be publicly opened in the presence of one or more witnesses, at the time, date, and place designated in the Invitation for Bids. The name of each bidder, the bid price, and such other information as is deemed appropriate by the Procurement Officer, shall be read aloud and recorded, or otherwise made available. The names and addresses of required witnesses shall be recorded at the opening. The opened bids shall be available for public inspection except to the extent the bidder designates trade secrets or other proprietary data to be confidential as set forth in accordance with Section 12, below. Material so designated shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. Prices, makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary (Guam Procurement Regulations 2 GAR, Div.4 §3109(k)).
12. **CONFIDENTIAL DATA:** If a bidder considers any information submitted in its bid to be confidential, the bidder must identify in writing to the Government those portions which it considers confidential, and must request in writing that those portions be kept confidential. Only trade secrets and proprietary data will be considered confidential. If there is a request for confidentiality, the Government will render a decision on the request as soon as practicable after bids are opened. The Government will advise any bidder requesting confidentiality, of the Government's decision in writing. If the Government does not agree with a bidder's request, then the Government will inform the bidder that it may lodge a protest regarding any part of the Government's decision by following the procedure for protests outlined in Chapter 9 of the Guam Procurement Regulations.
13. **PROHIBITION AGAINST GRATUITIES AND KICKBACKS:** With respect to this procurement and any other contract that bidder may have or wish to enter into with the Government, the bidder represents that he/she has not violated, is not violating, and promises that he will not violate the prohibition against gratuities and kickbacks set forth in the Guam Procurement Regulations.
14. **STATEMENT OF QUALIFICATIONS:** The ability capacity and skill of the Bidders to perform; Whether the bidder can perform promptly or within the specified time; The quality of performance of the Bidder with regards to awards previously made to him; The sufficiency of the financial resources and ability of the bidders to perform; And the compliance with all of the conditions to the solicitation.
15. **WAGE AND BENEFIT COMPLIANCE-CONTRACTORS PROVIDING SERVICES:**
- (a) Contractor with regard to all 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 subcontractors obligations of this section shall be investigated by the Guam Department of Labor and may include a monetary penalty assessment by the Guam Department of Labor of no less than One Hundred Dollars (\$100.00) per day, and no more than One Thousand Dollars (\$1,000.00) per day, until such time as a violation has been corrected, as well as the payment of all back wages and benefits due. 5 GCA § 5803

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

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

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

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

16. Ethical Standards:

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

17. Prohibition against Contingent Fees:

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

18. Contractor's Warranty as to Employees and Sex Offenses. Reference 5 GCA 5253 (b)

Contractor warrants that no person providing services on behalf of the Contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry.

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

19. **POLICY IN FAVOR OF SERVICE-DISABLED VETERAN OWNED BUSINESSES:**

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

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	PRICE EXTENSION
1.1	Air Freshener S752001198 Per Specifications	400	Cn.	\$ _____	\$ _____

Bidding On

Make _____
 Stock Number _____
 Brand: _____
 Date of Delivery: _____

2.1	Alcohol, 16oz Plastic Bottle 12 Bt./Case S650000004 Per Specifications	200	Bt.	\$ _____	\$ _____
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Bidding On

Make _____
 Stock Number _____
 Brand: _____
 Date of Delivery: _____

3.1	Belt, Support Individual Small (Back-support) S841501094 Per Specifications	25	Ea.	\$ _____	\$ _____
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Bidding On

Make _____
 Stock Number _____
 Brand: _____
 Date of Delivery: _____

4.1	Belt, Support Individual Medium (Back-support) S841501095 Per Specifications	25	Ea.	\$ _____	\$ _____
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Bidding On

Make _____
 Stock Number _____
 Brand: _____
 Date of Delivery: _____

5.1	Belt, Support Individual Large (Back-support) S841501094 Per Specifications	25	Ea.	\$ _____	\$ _____
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Bidding On

Make _____
 Stock Number _____
 Brand: _____
 Date of Delivery: _____

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	PRICE EXTENSION
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6.1	Bleach Disinfectant 1 gallon, 6 gal/case Ref: Clorox or equal S684000003 Per Specifications	500	Gal	\$ _____	\$ _____
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Bidding On
 Make _____
 Stock Number _____
 Brand: _____
 Date of Delivery: _____

7.1	Broom, Corn Upright H/D S792000001 Per Specifications	100	Ea.	\$ _____	\$ _____
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Bidding On
 Make _____
 Stock Number _____
 Brand: _____
 Date of Delivery: _____

8.1	Broom, Push 12" Without Handle Nylon S7920000080 Per Specifications	10	Ea.	\$ _____	\$ _____
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Bidding On
 Make _____
 Stock Number _____
 Brand: _____
 Date of Delivery: _____

9.1	Broom, Lobby Dust (Nylon/Plastic) S792001065 Per Specifications	20	Ea.	\$ _____	\$ _____
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Bidding On
 Make _____
 Stock Number _____
 Brand: _____
 Date of Delivery: _____

10.1	Broom, Push 18" Without Handle Prolene S792000084 Per Specifications	20	Ea.	\$ _____	\$ _____
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Bidding On
 Make _____
 Stock Number _____
 Brand: _____
 Date of Delivery: _____

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	PRICE EXTENSION
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11.1	Broom, Push 18" Without Handle Winnie S792000007 Per Specifications	20	Ea.	\$ _____	\$ _____
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Bidding On
 Make _____
 Stock Number _____
 Brand: _____
 Date of Delivery: _____

12.1	Broom, Push Handle 60" Metal Threads S792000079 Per Specifications	20	Ea.	\$ _____	\$ _____
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Bidding On
 Make _____
 Stock Number _____
 Brand: _____
 Date of Delivery: _____

13.1	Brush 1-1/2" Wide S802001117 Per Specifications	20	Ea.	\$ _____	\$ _____
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Bidding On
 Make _____
 Stock Number _____
 Brand: _____
 Date of Delivery: _____

14.1	Brush 2-1/2" Wide S802001118 Per Specifications	20	Ea.	\$ _____	\$ _____
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Bidding On
 Make _____
 Stock Number _____
 Brand: _____
 Date of Delivery: _____

15.1	Brush 2" Wide S802001001 Per Specifications	20	Ea.	\$ _____	\$ _____
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Bidding On
 Make _____
 Stock Number _____
 Brand: _____
 Date of Delivery: _____

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	PRICE EXTENSION
16.1	Brush 3" Wide S802001017 Per Specifications	20	Ea.	\$ _____	\$ _____

Bidding On

Make _____
 Stock Number _____
 Brand: _____
 Date of Delivery: _____

17.1	Brush 4" Wide S802001116 Per Specifications	20	Ea.	\$ _____	\$ _____
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Bidding On

Make _____
 Stock Number _____
 Brand: _____
 Date of Delivery: _____

18.1	Cleaner Degreaser Ref: Simple Green or equal S793001093 Per Specifications	500	Bt.	\$ _____	\$ _____
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Bidding On

Make _____
 Stock Number _____
 Brand: _____
 Date of Delivery: _____

19.1	Cleaner, 1 Gallon Ref: Pine Sol or equal S684000046 Per Specifications	500	Gal.	\$ _____	\$ _____
------	--	-----	------	----------	----------

Bidding On

Make _____
 Stock Number _____
 Brand: _____
 Date of Delivery: _____

20.1	Cleaner, Glass Window Sprayer 32 oz., 12/cs. S729000783 Per Specifications	100	Bt.	\$ _____	\$ _____
------	---	-----	-----	----------	----------

Bidding On

Make _____
 Stock Number _____
 Brand: _____
 Date of Delivery: _____

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	PRICE EXTENSION
21.1	Cup, Foam 8oz., 1000/cs. S731000782 Per Specifications	100	Cs.	\$ _____	\$ _____

Bidding On
 Make _____
 Stock Number _____
 Brand: _____
 Date of Delivery: _____

22.1	Cutting Line .130 3 lb. roll diamond S990501014 Per Specifications	200	RI.	\$ _____	\$ _____
------	---	-----	-----	----------	----------

Bidding On
 Make _____
 Stock Number _____
 Brand: _____
 Date of Delivery: _____

23.1	Cutting Line .155 3 lb. roll diamond S990501015 Per Specifications	200	RI.	\$ _____	\$ _____
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Bidding On
 Make _____
 Stock Number _____
 Brand: _____
 Date of Delivery: _____

24.1	Dust Pan Self Closing S729000871 Per Specifications	100	Ea.	\$ _____	\$ _____
------	--	-----	-----	----------	----------

Bidding On
 Make _____
 Stock Number _____
 Brand: _____
 Date of Delivery: _____

25.1	Detergent Liquid Dish washing 40 oz. bottle S793000087 Per Specifications	200	Bt.	\$ _____	\$ _____
------	--	-----	-----	----------	----------

Bidding On
 Make _____
 Stock Number _____
 Brand: _____
 Date of Delivery: _____

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	PRICE EXTENSION
26.1	Detergent Powder, Laundry, 42 Loads 4 bx/case S793000962 Per Specifications	200	Bx.	\$ _____	\$ _____

Bidding On
 Make _____
 Stock Number _____
 Brand: _____
 Date of Delivery: _____

27.1	Disinfectant Spray 15 oz., 12/case Ref: Lysol or equal S684000011 Per Specifications	1000	Cn.	\$ _____	\$ _____
------	---	------	-----	----------	----------

Bidding On
 Make _____
 Stock Number _____
 Brand: _____
 Date of Delivery: _____

28.1	Despen, For GOJO Hand Soap, 12/cs. S793001053 Per Specifications	100	Ea.	\$ _____	\$ _____
------	---	-----	-----	----------	----------

Bidding On
 Make _____
 Stock Number _____
 Brand: _____
 Date of Delivery: _____

29.1	Despen, For Paper Towel Single/Fold S451000004 Per Specifications	100	Ea.	\$ _____	\$ _____
------	--	-----	-----	----------	----------

Bidding On
 Make _____
 Stock Number _____
 Brand: _____
 Date of Delivery: _____

18.1	Extension Cord 50' ft. W/Utility Light S623000008 Per Specifications	50	Ea.	\$ _____	\$ _____
------	--	----	-----	----------	----------

Bidding On
 Make _____
 Stock Number _____
 Brand: _____
 Date of Delivery: _____

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	PRICE EXTENSION
19.1	Extension Cord 100' ft. Single Head 13 Amps. S615000746 Per Specifications	50	Ea.	\$ _____	\$ _____

Bidding On

Make _____
 Stock Number _____
 Brand: _____
 Date of Delivery: _____

20.1	Flag Guam, 3x5 Double Sided-Nylon S834500739 Per Specifications	50	Ea.	\$ _____	\$ _____
------	---	----	-----	----------	----------

Bidding On

Make _____
 Stock Number _____
 Brand: _____
 Date of Delivery: _____

21.1	Flag Guam, 4x6 Double Sided-Nylon S834500739 Per Specifications	50	Ea.	\$ _____	\$ _____
------	---	----	-----	----------	----------

Bidding On

Make _____
 Stock Number _____
 Brand: _____
 Date of Delivery: _____

22.1	Flag Guam, 5x8 Double Sided-Nylon S834500775 Per Specifications	50	Ea.	\$ _____	\$ _____
------	---	----	-----	----------	----------

Bidding On

Make _____
 Stock Number _____
 Brand: _____
 Date of Delivery: _____

23.1	Flag US, 3x5 Double Sided-Nylon S834500740 Per Specifications	50	Ea.	\$ _____	\$ _____
------	---	----	-----	----------	----------

Bidding On

Make _____
 Stock Number _____
 Brand: _____
 Date of Delivery: _____

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	PRICE EXTENSION
24.1	Flag US, 4x6 Double Sided-Nylon S834500774 Per Specifications	50	Ea.	\$ _____	\$ _____

Bidding On
 Make _____
 Stock Number _____
 Brand: _____
 Date of Delivery: _____

25.1	Flag US, 5x8 Double Sided-Nylon S834500775 Per Specifications	50	Ea.	\$ _____	\$ _____
------	--	----	-----	----------	----------

Bidding On
 Make _____
 Stock Number _____
 Brand: _____
 Date of Delivery: _____

26.1	Flash Light, 3D Water Proof, H/D S623001189 Per Specifications	50	Ea.	\$ _____	\$ _____
------	---	----	-----	----------	----------

Bidding On
 Make _____
 Stock Number _____
 Brand: _____
 Date of Delivery: _____

27.1	Floor Wax Finish, 1 Gallon 4-Gal/Bx. S793000060 Per Specifications	50	Gl.	\$ _____	\$ _____
------	--	----	-----	----------	----------

Bidding On
 Make _____
 Stock Number _____
 Brand: _____
 Date of Delivery: _____

28.1	Floor Wax Stripper, 1 Gallon 4-Gal/Bx. S793000063 Per Specifications	50	Gl.	\$ _____	\$ _____
------	--	----	-----	----------	----------

Bidding On
 Make _____
 Stock Number _____
 Brand: _____
 Date of Delivery: _____

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	PRICE EXTENSION
29.1	Furniture Polish - Lemon 17.7 oz., 6/Bx. S793001184 Ref: Pledge or equal Per Specifications	100	Cn	\$ _____	\$ _____

Bidding On
 Make _____
 Stock Number _____
 Brand: _____
 Date of Delivery: _____

30.1	Garden Hose 3/4" x 50ft Heavy Duty S472000001 Per Specifications	50	Ea.	\$ _____	\$ _____
------	---	----	-----	----------	----------

Bidding On
 Make _____
 Stock Number _____
 Brand: _____
 Date of Delivery: _____

31.1	Glove, Stretchable Red Palm S841500758 Per Specifications	5000	Pr.	\$ _____	\$ _____
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Bidding On
 Make _____
 Stock Number _____
 Brand: _____
 Date of Delivery: _____

32.1	Hand Soap – Antibacterial 12/Cs Ref: Gojo or equal S793001055 Per Specifications	100	Cs.	\$ _____	\$ _____
------	--	-----	-----	----------	----------

Bidding On
 Make _____
 Stock Number _____
 Brand: _____
 Date of Delivery: _____

33.1	Hammer, Carpenter, 16oz. S512000012 Per Specifications	20	Ea.	\$ _____	\$ _____
------	---	----	-----	----------	----------

Bidding On
 Make _____
 Stock Number _____
 Brand: _____
 Date of Delivery: _____

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	PRICE EXTENSION
34.1	Insect Ant & Roach Spray 15 oz., 12/case S684000773 Per Specifications	100	Cn.	\$ _____	\$ _____

Bidding On
 Make _____
 Stock Number _____
 Brand: _____
 Date of Delivery: _____

35.1	Machete, 18" S511000016 Per Specifications	50	Ea.	\$ _____	\$ _____
------	---	----	-----	----------	----------

Bidding On
 Make _____
 Stock Number _____
 Brand: _____
 Date of Delivery: _____

36.1	Mop Handle Plastic 60" S792000072 Per Specifications	100	Ea.	\$ _____	\$ _____
------	---	-----	-----	----------	----------

Bidding On
 Make _____
 Stock Number _____
 Brand: _____
 Date of Delivery: _____

37.1	Mop Bucket with Ringer 26 quart Cap S792000068 Per Specifications	200	Sc	\$ _____	\$ _____
------	---	-----	----	----------	----------

Bidding On
 Make _____
 Stock Number _____
 Brand: _____
 Date of Delivery: _____

38.1	Mophead Cotton Heavy Duty 24 oz Weight S792000039 Per Specifications	1000	Ea.	\$ _____	\$ _____
------	--	------	-----	----------	----------

Bidding On
 Make _____
 Stock Number _____
 Brand: _____
 Date of Delivery: _____

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	PRICE EXTENSION
39.1	Paint Roller, Cover 9" Nap S802001002 Per Specifications	20	Ea.	\$ _____	\$ _____

Bidding On

Make _____
 Stock Number _____
 Brand: _____
 Date of Delivery: _____

40.1	Paint Roller, Handle 9" S802001115 Per Specifications	20	Ea.	\$ _____	\$ _____
------	---	----	-----	----------	----------

Bidding On

Make _____
 Stock Number _____
 Brand: _____
 Date of Delivery: _____

41.1	Paper Towel, Single Fold, 4000/Sheets S854000004 Per Specifications Note: Each "Sheet" of the paper towel must be imprint "Property of GovGuam"	1000	Cs.	\$ _____	\$ _____
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Bidding On

Make _____
 Stock Number _____
 Brand: _____
 Date of Delivery: _____

42.1	Plastic Bag, 13-Gallon 1.2Mil = 25.40 MICR S810501184 Per Specifications	100	Cs.	\$ _____	\$ _____
------	---	-----	-----	----------	----------

Bidding On

Make _____
 Stock Number _____
 Brand: _____
 Date of Delivery: _____

43.1	Plastic Bag, 33-Gallon 1.5Mil, 33x400, 250/Cs. S810501140 Per Specifications	100	Cs.	\$ _____	\$ _____
------	---	-----	-----	----------	----------

Bidding On

Make _____
 Stock Number _____
 Brand: _____
 Date of Delivery: _____

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	PRICE EXTENSION
44.1	Plastic Bag, 45-Gallon 1.75Mil, 43x48, 250/Cs. S810501183 Per Specifications	100	Cs.	\$ _____	\$ _____

Bidding On
 Make _____
 Stock Number _____
 Brand: _____
 Date of Delivery: _____

45.1	Plastic Forks, 6" H/Duty, 1000/Bx S736000007 Per Specifications	200	Bx.	\$ _____	\$ _____
------	---	-----	-----	----------	----------

Bidding On
 Make _____
 Stock Number _____
 Brand: _____
 Date of Delivery: _____

46.1	Plastic Spoons, 6" H/Duty, 1000/Bx. S736000009 Per Specifications	200	Bx.	\$ _____	\$ _____
------	---	-----	-----	----------	----------

Bidding On
 Make _____
 Stock Number _____
 Brand: _____
 Date of Delivery: _____

47.1	Plate, 7" Coated, 1200/cs. S735000009 Per Specifications	200	Cs.	\$ _____	\$ _____
------	--	-----	-----	----------	----------

Bidding On
 Make _____
 Stock Number _____
 Brand: _____
 Date of Delivery: _____

48.1	Plate, 9" Coated, 800/cs. S735000008 Per Specifications	200	Cs.	\$ _____	\$ _____
------	---	-----	-----	----------	----------

Bidding On
 Make _____
 Stock Number _____
 Brand: _____
 Date of Delivery: _____

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	PRICE EXTENSION
49.1	Rake, Heavy Duty (Steel) S375000004 Per Specifications	50	Ea.	\$ _____	\$ _____

Bidding On
 Make _____
 Stock Number _____
 Brand: _____
 Date of Delivery: _____

50.1	Rake, Lawn (Metal Leaf) S375000009 Per Specifications	50	Ea.	\$ _____	\$ _____
------	--	----	-----	----------	----------

Bidding On
 Make _____
 Stock Number _____
 Brand: _____
 Date of Delivery: _____

51.1	Razor, Disp. Twin Blade, 500/Cs. S852000809 Per Specifications	5000	Cs.	\$ _____	\$ _____
------	---	------	-----	----------	----------

Bidding On
 Make _____
 Stock Number _____
 Brand: _____
 Date of Delivery: _____

52.1	Sanitary Napkin S735000010 Per Specifications	5000	Pg.	\$ _____	\$ _____
------	--	------	-----	----------	----------

Bidding On
 Make _____
 Stock Number _____
 Brand: _____
 Date of Delivery: _____

53.1	Scouring Powder, 21 oz., Can 30/Cs. S793000045 Per Specifications	100	Cn.	\$ _____	\$ _____
------	---	-----	-----	----------	----------

Bidding On
 Make _____
 Stock Number _____
 Brand: _____
 Date of Delivery: _____

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	PRICE EXTENSION
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54.1	Shovel, Pt. W/Long Handle S512000058 Per Specifications	50	Ea.	\$ _____	\$ _____
------	---	----	-----	----------	----------

Bidding On
 Make _____
 Stock Number _____
 Brand: _____
 Date of Delivery: _____

55.1	Shovel, Sq. W/Long Handle S512000059 Per Specifications	50	Ea.	\$ _____	\$ _____
------	---	----	-----	----------	----------

Bidding On
 Make _____
 Stock Number _____
 Brand: _____
 Date of Delivery: _____

56.1	Surge Protector, 6 Plug W/Tel Jack S615000025 Per Specifications	20	Ea.	\$ _____	\$ _____
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Bidding On
 Make _____
 Stock Number _____
 Brand: _____
 Date of Delivery: _____

57.1	Toilet Tissue 2 Ply/500 Sheet 96/cs. S854000005 Per Specifications Note: Each roll of "Tissue Sheet" must be imprint "Property of GovGuam"	1000	Cs.	\$ _____	\$ _____
------	---	------	-----	----------	----------

Bidding On
 Make _____
 Stock Number _____
 Brand: _____
 Date of Delivery: _____

58.1	Toilet Bowl Brush, H/Bristle 12/Bx. S792000008 Per Specifications	200	Ea.	\$ _____	\$ _____
------	--	-----	-----	----------	----------

Bidding On
 Make _____
 Stock Number _____
 Brand: _____
 Date of Delivery: _____

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	PRICE EXTENSION
59.1	Toilet Bowl Cleaner 32 oz., 12 Bottles/Cs. Ref: M95/Works or equal S793000002 Per Specifications	200	Bt.	\$ _____	\$ _____

Bidding On
 Make _____
 Stock Number _____
 Brand: _____
 Date of Delivery: _____

60.1	Toilet Bowl Deo Bloc W/Wire 12/Bx. S684000002 Per Specifications	200	Bx.	\$ _____	\$ _____
------	--	-----	-----	----------	----------

Bidding On
 Make _____
 Stock Number _____
 Brand: _____
 Date of Delivery: _____

61.1	Tooth Paste, 8 oz. S852000807 Per Specifications	5000	Ea.	\$ _____	\$ _____
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Bidding On
 Make _____
 Stock Number _____
 Brand: _____
 Date of Delivery: _____

62.1	Tooth Brush Disp. Soft Bristle S853000001 Per Specifications	5000	Bx.	\$ _____	\$ _____
------	---	------	-----	----------	----------

Bidding On
 Make _____
 Stock Number _____
 Brand: _____
 Date of Delivery: _____

63.1	Trash Container with Lid 32 Gallon, Heavy Duty, GI S724000003 Per Specifications	50	Sc.	\$ _____	\$ _____
------	--	----	-----	----------	----------

Bidding On
 Make _____
 Stock Number _____
 Brand: _____
 Date of Delivery: _____

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	PRICE EXTENSION
64.1	Trash Container with Lid 33 Gallon, Heavy Duty, Plastic S724000002 Per Specifications	50	Se.	\$ _____	\$ _____

Bidding On

Make _____
 Stock Number _____
 Brand: _____
 Date of Delivery: _____

65.1	Trash Container with Lid 33 Gallon, Lite Duty S724000004 Per Specifications	50	Se.	\$ _____	\$ _____
------	--	----	-----	----------	----------

Bidding On

Make _____
 Stock Number _____
 Brand: _____
 Date of Delivery: _____

66.1	Trash Container 28 Qt. Black, Plastic Ref: Rubbermaid #2965 or equal S752000472 Per Specifications	200	Ea.	\$ _____	\$ _____
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Bidding On

Make _____
 Stock Number _____
 Brand: _____
 Date of Delivery: _____

NOTE: ALL ITEMS MUST BE IMPRINTED "PROPERTY OF GOVGUAM"

This is an "INDEFINITE QUANTITY BID". The Term of this contract is one (1) year on an as needed basis upon availability of funds. Prices must remain the same for a period of one (1) year.

If a substitute (replacement) supply item is other than what is noted on this bid, an escalation cost is allowable not to exceed 5% upon receipt of justification from manufacturer.

These specifications were developed by the staff of the General Services Agency and approved by:

CLAUDIA S. ACFALLE
 Chief Procurement Officer

EXHIBIT “B”

Eddie Baza Calvo
Governor



Christine Baleto
Director, Dept. of Admin.

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

Ray Tenorio
Lt. Governor

Deputy Director

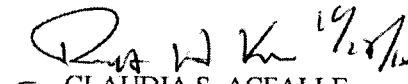
October 24, 2016

**INVITATION FOR BID: GSA-118-16
JANITORIAL & HARDWARE SUPPLIES**

AMENDMENT #7

1. Amend to replace page 30 thru 45 of 45 with "Revised 10/24/16 pages 30 thru 45 of 45 (Attached)

All others remain unchanged.


CLAUDIA S. ACFALLE
Chief Procurement Officer

**PLEASE PRINT
ACKNOWLEDGEMENT COPY**

Re-fax and e-mail to GSA:

1) Fax to: 475-1727 and 472-4217

2) E-mail to: gsaprocurement@gsadoa.guam.gov

Received by: _____

Date: _____

Company Name: _____

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	PRICE EXTENSION
1.1	Air Freshener S752001198 Per Specifications Each Can must be imprinted/embossed/watermarked with "Property of GovGuam) <u>Bidding On</u> Make _____ Stock Number _____ Brand: _____ Date of Delivery: _____	400	Cn.	\$ _____	\$ _____
2.1	Alcohol, 16oz Plastic Bottle 12 Bt./Case S650000004 Per Specifications Each Bottle must be imprinted/embossed/watermarked with "Property of GovGuam) <u>Bidding On</u> Make _____ Stock Number _____ Brand: _____ Date of Delivery: _____	200	Bt.	\$ _____	\$ _____
3.1	Belt, Support Individual Small (Back-support) S841501094 Per Specifications Each belt must be imprinted/embossed/watermarked with "Property of GovGuam) <u>Bidding On</u> Make _____ Stock Number _____ Brand: _____ Date of Delivery: _____	25	Ea.	\$ _____	\$ _____
4.1	Belt, Support Individual Medium (Back-support) S841501095 Per Specifications Each belt must be imprinted/embossed/watermarked with "Property of GovGuam) <u>Bidding On</u> Make _____ Stock Number _____ Brand: _____ Date of Delivery: _____	25	Ea.	\$ _____	\$ _____
5.1	Belt, Support Individual Large (Back-support) S841501096 Per Specifications Each belt must be imprinted/embossed/watermarked with "Property of GovGuam) <u>Bidding On</u> Make _____ Stock Number _____ Brand: _____ Date of Delivery: _____	25	Ea.	\$ _____	\$ _____

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	PRICE EXTENSION
6.1	Bleach Disinfectant 1 gallon, 6 gal/case Ref: Clorox or equal S684000003 Per Specifications Each gallon must be imprinted/embossed/watermarked with "Property of GovGuam) <u>Bidding On</u> Make _____ Stock Number _____ Brand: _____ Date of Delivery: _____	500	Gal	\$ _____	\$ _____
7.1	Broom, Corn Upright H/D S792000001 Per Specifications Each broom must be imprinted/embossed/watermarked with "Property of GovGuam) <u>Bidding On</u> Make _____ Stock Number _____ Brand: _____ Date of Delivery: _____	100	Ea.	\$ _____	\$ _____
8.1	Broom, Push 12" Without Handle Nylon S7920000080 Per Specifications Each broom must be imprinted/embossed/watermarked with "Property of GovGuam) <u>Bidding On</u> Make _____ Stock Number _____ Brand: _____ Date of Delivery: _____	10	Ea.	\$ _____	\$ _____
9.1	Broom, Lobby Dust (Nylon/Plastic) S792001065 Per Specifications Each broom must be imprinted/embossed/watermarked with "Property of GovGuam) <u>Bidding On</u> Make _____ Stock Number _____ Brand: _____ Date of Delivery: _____	20	Ea.	\$ _____	\$ _____
10.1	Broom, Push 18" Without Handle Prolene S792000084 Per Specifications Each broom must be imprinted/embossed/watermarked with "Property of GovGuam) <u>Bidding On</u> Make _____ Stock Number _____ Brand: _____ Date of Delivery: _____	20	Ea.	\$ _____	\$ _____

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	PRICE EXTENSION
11.1	Broom, Push 18" Without Handle Winnie S792000007 Per Specifications Each broom must be imprinted/embossed/watermarked with "Property of GovGuam)	20	Ea.	\$ _____	\$ _____
	<u>Bidding On</u> Make _____ Stock Number _____ Brand: _____ Date of Delivery: _____				
12.1	Broom, Push Handle 60" Metal Threads S792000079 Per Specifications Each broom must be imprinted/embossed/watermarked with "Property of GovGuam)	20	Ea.	\$ _____	\$ _____
	<u>Bidding On</u> Make _____ Stock Number _____ Brand: _____ Date of Delivery: _____				
13.1	Brush 1-1/2" Wide S802001117 Per Specifications Each brush must be imprinted/embossed/watermarked with "Property of GovGuam)	20	Ea.	\$ _____	\$ _____
	<u>Bidding On</u> Make _____ Stock Number _____ Brand: _____ Date of Delivery: _____				
14.1	Brush 2-1/2" Wide S802001118 Per Specifications Each brush must be imprinted/embossed/watermarked with "Property of GovGuam)	20	Ea.	\$ _____	\$ _____
	<u>Bidding On</u> Make _____ Stock Number _____ Brand: _____ Date of Delivery: _____				
15.1	Brush 2" Wide S802001001 Per Specifications Each brush must be imprinted/embossed/watermarked with "Property of GovGuam)	20	Ea.	\$ _____	\$ _____
	<u>Bidding On</u> Make _____ Stock Number _____ Brand: _____ Date of Delivery: _____				

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	PRICE EXTENSION
16.1	Brush 3" Wide S802001017 Per Specifications Each brush must be imprinted/embossed/watermarked with "Property of GovGuam) <u>Bidding On</u> Make _____ Stock Number _____ Brand: _____ Date of Delivery: _____	20	Ea.	\$ _____	\$ _____
17.1	Brush 4" Wide S802001116 Per Specifications Each brush must be imprinted/embossed/watermarked with "Property of GovGuam) <u>Bidding On</u> Make _____ Stock Number _____ Brand: _____ Date of Delivery: _____	20	Ea.	\$ _____	\$ _____
18.1	Cleaner Degreaser Ref: Simple Green or equal S793001093 Per Specifications Each bottle must be imprinted/embossed/watermarked with "Property of GovGuam) <u>Bidding On</u> Make _____ Stock Number _____ Brand: _____ Date of Delivery: _____	500	Bt.	\$ _____	\$ _____
19.1	Cleaner, 1 Gallon Ref: Pine Sol or equal S684000046 Per Specifications Each gallon must be imprinted/embossed/watermarked with "Property of GovGuam) <u>Bidding On</u> Make _____ Stock Number _____ Brand: _____ Date of Delivery: _____	500	Gal.	\$ _____	\$ _____
20.1	Cleaner, Glass Window Sprayer 32 oz., 12/cs. S729000783 Per Specifications Each bottle must be imprinted/embossed/watermarked with "Property of GovGuam) <u>Bidding On</u> Make _____ Stock Number _____ Brand: _____ Date of Delivery: _____	100	Bt.	\$ _____	\$ _____

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	PRICE EXTENSION
21.1	Cup, Foam 8oz., 1000/cs. S731000782 Per Specifications Each cup must be imprinted/embossed/watermarked with "Property of GovGuam) <u>Bidding On</u> Make _____ Stock Number _____ Brand: _____ Date of Delivery: _____	100	Cs.	\$ _____	\$ _____
22.1	Cutting Line .130 3 lb. roll diamond S990501014 Per Specifications Each roll must be imprinted/embossed/watermarked with "Property of GovGuam) <u>Bidding On</u> Make _____ Stock Number _____ Brand: _____ Date of Delivery: _____	200	RL.	\$ _____	\$ _____
23.1	Cutting Line .155 3 lb. roll diamond S990501015 Per Specifications Each roll must be imprinted/embossed/watermarked with "Property of GovGuam) <u>Bidding On</u> Make _____ Stock Number _____ Brand: _____ Date of Delivery: _____	200	RL.	\$ _____	\$ _____
24.1	Dust Pan Self Closing S729000871 Per Specifications Each dust pan must be imprinted/embossed/watermarked with "Property of GovGuam) <u>Bidding On</u> Make _____ Stock Number _____ Brand: _____ Date of Delivery: _____	100	Ea.	\$ _____	\$ _____
25.1	Detergent Liquid Dish washing 40 oz. bottle S793000087 Per Specifications Each bottle must be imprinted/embossed/watermarked with "Property of GovGuam) <u>Bidding On</u> Make _____ Stock Number _____ Brand: _____ Date of Delivery: _____	200	Bt.	\$ _____	\$ _____

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	PRICE EXTENSION
26.1	Detergent Powder, Laundry, 42 Loads 4 bx/case S793000962 Per Specifications Each bottle must be imprinted/embossed/watermarked with "Property of GovGuam) <u>Bidding On</u> Make _____ Stock Number _____ Brand: _____ Date of Delivery: _____	200	Bx.	\$ _____	\$ _____
27.1	Disinfectant Spray 15 oz., 12/case Ref: Lysol or equal S684000011 Per Specifications Each can must be imprinted/embossed/watermarked with "Property of GovGuam) <u>Bidding On</u> Make _____ Stock Number _____ Brand: _____ Date of Delivery: _____	1000	Cn.	\$ _____	\$ _____
28.1	Despen, For GOJO Hand Soap, 12/cs. S793001053 Per Specifications Each dispenser must be imprinted/embossed/watermarked with "Property of GovGuam) <u>Bidding On</u> Make _____ Stock Number _____ Brand: _____ Date of Delivery: _____	100	Ea.	\$ _____	\$ _____
29.1	Despen, For Paper Towel Single/Fold S451000004 Per Specifications Each dispenser must be imprinted/embossed/watermarked with "Property of GovGuam) <u>Bidding On</u> Make _____ Stock Number _____ Brand: _____ Date of Delivery: _____	100	Ea.	\$ _____	\$ _____
30.1	Extension Cord 50' ft. W/Utility Light S623000008 Per Specifications Each extension cord must be imprinted/embossed/watermarked with "Property of GovGuam) <u>Bidding On</u> Make _____ Stock Number _____ Brand: _____ Date of Delivery: _____	50	Ea.	\$ _____	\$ _____

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	PRICE EXTENSION
31.1	Extension Cord 100' ft. Single Head 13 Amps. S615000746 Per Specifications Each extension cord must be imprinted/embossed/watermarked with "Property of GovGuam)	50	Ea.	\$ _____	\$ _____
	<u>Bidding On</u> Make _____ Stock Number _____ Brand: _____ Date of Delivery: _____				
32.1	Flag Guam, 3x5 Double Sided-Nylon S834500739 Per Specifications Each flag must be imprinted/embossed/watermarked with "Property of GovGuam)	50	Ea.	\$ _____	\$ _____
	<u>Bidding On</u> Make _____ Stock Number _____ Brand: _____ Date of Delivery: _____				
33.1	Flag Guam, 4x6 Double Sided-Nylon S834500006 Per Specifications Each flag must be imprinted/embossed/watermarked with "Property of GovGuam)	50	Ea.	\$ _____	\$ _____
	<u>Bidding On</u> Make _____ Stock Number _____ Brand: _____ Date of Delivery: _____				
34.1	Flag Guam, 5x8 Double Sided-Nylon S834500775 Per Specifications Each flag must be imprinted/embossed/watermarked with "Property of GovGuam)	50	Ea.	\$ _____	\$ _____
	<u>Bidding On</u> Make _____ Stock Number _____ Brand: _____ Date of Delivery: _____				
35.1	Flag US, 3x5 Double Sided-Nylon S834500740 Per Specifications Each flag must be imprinted/embossed/watermarked with "Property of GovGuam)	50	Ea.	\$ _____	\$ _____
	<u>Bidding On</u> Make _____ Stock Number _____ Brand: _____ Date of Delivery: _____				

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	PRICE EXTENSION
36.1	Flag US, 4x6 Double Sided-Nylon S834500774 Per Specifications Each flag must be imprinted/embossed/watermarked with "Property of GovGuam) <u>Bidding On</u> Make _____ Stock Number _____ Brand: _____ Date of Delivery: _____	50	Ea.	\$ _____	\$ _____
37.1	Flag US, 5x8 Double Sided-Nylon S834500776 Per Specifications Each flag must be imprinted/embossed/watermarked with "Property of GovGuam) <u>Bidding On</u> Make _____ Stock Number _____ Brand: _____ Date of Delivery: _____	50	Ea.	\$ _____	\$ _____
38.1	Flash Light, 3D Water Proof, H/D S623001189 Per Specifications Each flash light must be imprinted/embossed/watermarked with "Property of GovGuam) <u>Bidding On</u> Make _____ Stock Number _____ Brand: _____ Date of Delivery: _____	50	Ea.	\$ _____	\$ _____
39.1	Floor Wax Finish, 1 Gallon 4-Gal/Bx. S793000060 Per Specifications Each gallon must be imprinted/embossed/watermarked with "Property of GovGuam) <u>Bidding On</u> Make _____ Stock Number _____ Brand: _____ Date of Delivery: _____	50	Gl.	\$ _____	\$ _____
40.1	Floor Wax Stripper, 1 Gallon 4-Gal/Bx. S793000063 Per Specifications Each gallon must be imprinted/embossed/watermarked with "Property of GovGuam) <u>Bidding On</u> Make _____ Stock Number _____ Brand: _____ Date of Delivery: _____	50	Gl.	\$ _____	\$ _____

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	PRICE EXTENSION
41.1	Furniture Polish - Lemon 17.7 oz., 6/Bx. S793001184 Ref: Pledge or equal Per Specifications Each can must be imprinted/embossed/watermarked with "Property of GovGuam)	100	Cn	\$ _____	\$ _____
	<u>Bidding On</u> Make _____ Stock Number _____ Brand: _____ Date of Delivery: _____				
42.1	Garden Hose 3/4" x 50ft Heavy Duty S472000001 Per Specifications Each hose must be imprinted/embossed/watermarked with "Property of GovGuam)	50	Ea.	\$ _____	\$ _____
	<u>Bidding On</u> Make _____ Stock Number _____ Brand: _____ Date of Delivery: _____				
43.1	Glove, Stretchable Red Palm S841500758 Per Specifications Each glove must be imprinted/embossed/watermarked with "Property of GovGuam)	5000	Pr.	\$ _____	\$ _____
	<u>Bidding On</u> Make _____ Stock Number _____ Brand: _____ Date of Delivery: _____				
44.1	Hand Soap – Antibacterial 12/Cs Ref: Gojo or equal S793001055 Per Specifications Each hand soap must be imprinted/embossed/watermarked with "Property of GovGuam)	100	Cs.	\$ _____	\$ _____
	<u>Bidding On</u> Make _____ Stock Number _____ Brand: _____ Date of Delivery: _____				
45.1	Hammer, Carpenter, 16oz. S512000012 Per Specifications Each hammer must be imprinted/embossed/watermarked with "Property of GovGuam)	20	Ea.	\$ _____	\$ _____
	<u>Bidding On</u> Make _____ Stock Number _____ Brand: _____ Date of Delivery: _____				

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	PRICE EXTENSION
46.1	Insect Ant & Roach Spray 15 oz., 12/case S6S4000773 Per Specifications Each can must be imprinted/embossed/watermarked with "Property of GovGuam) <u>Bidding On</u> Make _____ Stock Number _____ Brand: _____ Date of Delivery: _____	100	Cn.	\$ _____	\$ _____
47.1	Machete, 18" S511000016 Per Specifications Each machete must be imprinted/embossed/watermarked with "Property of GovGuam) <u>Bidding On</u> Make _____ Stock Number _____ Brand: _____ Date of Delivery: _____	50	Ea.	\$ _____	\$ _____
48.1	Mop Handle Plastic 60" S792000072 Per Specifications Each handle must be imprinted/embossed/watermarked with "Property of GovGuam) <u>Bidding On</u> Make _____ Stock Number _____ Brand: _____ Date of Delivery: _____	100	Ea.	\$ _____	\$ _____
49.1	Mop Bucket with Ringer 26 quart Cap S792000068 Per Specifications Each bucket must be imprinted/embossed/watermarked with "Property of GovGuam) <u>Bidding On</u> Make _____ Stock Number _____ Brand: _____ Date of Delivery: _____	200	Sc	\$ _____	\$ _____
50.1	Mophead Cotton Heavy Duty 24 oz. Weight S792000039 Per Specifications Each mophead must be imprinted/embossed/watermarked with "Property of GovGuam) <u>Bidding On</u> Make _____ Stock Number _____ Brand: _____ Date of Delivery: _____	1000	Ea.	\$ _____	\$ _____

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	PRICE EXTENSION
51.1	Paint Roller, Cover 9" Nap S802001002 Per Specifications Each roller must be imprinted/embossed/watermarked with "Property of GovGuam) <u>Bidding On</u> Make _____ Stock Number _____ Brand: _____ Date of Delivery: _____	20	Ea.	\$ _____	\$ _____
52.1	Paint Roller, Handle 9" S802001115 Per Specifications Each roller must be imprinted/embossed/watermarked with "Property of GovGuam) <u>Bidding On</u> Make _____ Stock Number _____ Brand: _____ Date of Delivery: _____	20	Ea.	\$ _____	\$ _____
53.1	Paper Towel, Single Fold, 4000/Sheets S854000004 Per Specifications Each paper towel must be imprinted/embossed/watermarked with "Property of GovGuam) <u>Bidding On</u> Make _____ Stock Number _____ Brand: _____ Date of Delivery: _____	1000	Cs.	\$ _____	\$ _____
54.1	Plastic Bag, 13-Gallon 1.2Mil = 25.40 MICR S810501184 Per Specifications Each bag must be imprinted/embossed/watermarked with "Property of GovGuam) <u>Bidding On</u> Make _____ Stock Number _____ Brand: _____ Date of Delivery: _____	100	Cs.	\$ _____	\$ _____
55.1	Plastic Bag, 33-Gallon 1.5Mil, 33x400, 250/Cs. S810501140 Per Specifications Each bag must be imprinted/embossed/watermarked with "Property of GovGuam) <u>Bidding On</u> Make _____ Stock Number _____ Brand: _____ Date of Delivery: _____	100	Cs.	\$ _____	\$ _____

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	PRICE EXTENSION
56.1	Plastic Bag, 45-Gallon 1.75Mil, 43x48, 250/Cs. S810501183 Per Specifications Each bag must be imprinted/embossed/watermarked with "Property of GovGuam) <u>Bidding On</u> Make _____ Stock Number _____ Brand: _____ Date of Delivery: _____	100	Cs.	\$ _____	\$ _____
57.1	Plastic Forks, 6" H/Duty, 1000/Bx S736000007 Per Specifications Each fork must be imprinted/embossed/watermarked with "Property of GovGuam) <u>Bidding On</u> Make _____ Stock Number _____ Brand: _____ Date of Delivery: _____	200	Bx.	\$ _____	\$ _____
58.1	Plastic Spoons, 6" H/Duty, 1000/Bx. S736000009 Per Specifications Each spoon must be imprinted/embossed/watermarked with "Property of GovGuam) <u>Bidding On</u> Make _____ Stock Number _____ Brand: _____ Date of Delivery: _____	200	Bx.	\$ _____	\$ _____
59.1	Plate, 7" Coated, 1200/cs. S735000009 Per Specifications Each plate must be imprinted/embossed/watermarked with "Property of GovGuam) <u>Bidding On</u> Make _____ Stock Number _____ Brand: _____ Date of Delivery: _____	200	Cs.	\$ _____	\$ _____
60.1	Plate, 9" Coated, 800/cs. S735000008 Per Specifications Each plate must be imprinted/embossed/watermarked with "Property of GovGuam) <u>Bidding On</u> Make _____ Stock Number _____ Brand: _____ Date of Delivery: _____	200	Cs.	\$ _____	\$ _____

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	PRICE EXTENSION
61.1	Rake, Heavy Duty (Steel) S375000004 Per Specifications Each rake must be imprinted/embossed/watermarked with "Property of GovGuam)	50	Ea.	\$ _____	\$ _____
	<u>Bidding On</u> Make _____ Stock Number _____ Brand: _____ Date of Delivery: _____				
62.1	Rake, Lawn (Metal Leaf) S375000009 Per Specifications Each rake must be imprinted/embossed/watermarked with "Property of GovGuam)	50	Ea.	\$ _____	\$ _____
	<u>Bidding On</u> Make _____ Stock Number _____ Brand: _____ Date of Delivery: _____				
63.1	Razor, Disp. Twin Blade, 500/Cs. S852000809 Per Specifications Each razor must be imprinted/embossed/watermarked with "Property of GovGuam)	5000	Cs.	\$ _____	\$ _____
	<u>Bidding On</u> Make _____ Stock Number _____ Brand: _____ Date of Delivery: _____				
64.1	Sanitary Napkin S735000010 Per Specifications Each napkin must be imprinted/embossed/watermarked with "Property of GovGuam)	5000	Pg.	\$ _____	\$ _____
	<u>Bidding On</u> Make _____ Stock Number _____ Brand: _____ Date of Delivery: _____				
65.1	Scouring Powder, 21 oz., Can 30/Cs. S793000045 Per Specifications Each can must be imprinted/embossed/watermarked with "Property of GovGuam)	100	Cn.	\$ _____	\$ _____
	<u>Bidding On</u> Make _____ Stock Number _____ Brand: _____ Date of Delivery: _____				

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	PRICE EXTENSION
66.1	Shovel, Pt. W/Long Handle S512000058 Per Specifications Each shovel must be imprinted/embossed/watermarked with "Property of GovGuam) <u>Bidding On</u> Make _____ Stock Number _____ Brand: _____ Date of Delivery: _____	50	Ea.	\$ _____	\$ _____
67.1	Shovel, Sq. W/Long Handle S512000059 Per Specifications Each shovel must be imprinted/embossed/watermarked with "Property of GovGuam) <u>Bidding On</u> Make _____ Stock Number _____ Brand: _____ Date of Delivery: _____	50	Ea.	\$ _____	\$ _____
68.1	Surge Protector, 6 Plug W/Tel Jack S615000025 Per Specifications Each surge protector must be imprinted/embossed/watermarked with "Property of GovGuam) <u>Bidding On</u> Make _____ Stock Number _____ Brand: _____ Date of Delivery: _____	20	Ea.	\$ _____	\$ _____
69.1	Toilet Tissue 2 Ply/500 Sheet 96/cs. S854000005 Per Specifications Each sheet must be imprinted/embossed/watermarked with "Property of GovGuam) <u>Bidding On</u> Make _____ Stock Number _____ Brand: _____ Date of Delivery: _____	1000	Cs.	\$ _____	\$ _____
70.1	Toilet Bowel Brush, H/Bristle 12/Bx. S792000008 Per Specifications Each brush must be imprinted/embossed/watermarked with "Property of GovGuam) <u>Bidding On</u> Make _____ Stock Number _____ Brand: _____ Date of Delivery: _____	200	Ea.	\$ _____	\$ _____

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	PRICE EXTENSION
71.1	Toilet Bowl Cleaner 32 oz., 12 Bottles/Cs. Ref: M95/Works or equal S793000002 Per Specifications Each bottle must be imprinted/embossed/watermarked with "Property of GovGuam) <u>Bidding On</u> Make _____ Stock Number _____ Brand: _____ Date of Delivery: _____	200	Bt.	\$ _____	\$ _____
72.1	Toilet Bowl Deo Bloc W/Wire 12/Bx. S684000002 Per Specifications Each deodorizer must be imprinted/embossed/watermarked with "Property of GovGuam) <u>Bidding On</u> Make _____ Stock Number _____ Brand: _____ Date of Delivery: _____	200	Bx.	\$ _____	\$ _____
73.1	Tooth Paste, 8 oz. S852000807 Per Specifications Each tube must be imprinted/embossed/watermarked with "Property of GovGuam) <u>Bidding On</u> Make _____ Stock Number _____ Brand: _____ Date of Delivery: _____	5000	tube	\$ _____	\$ _____
74.1	Tooth Brush Disp. Soft Bristle S853000001 Per Specifications Each brush must be imprinted/embossed/watermarked with "Property of GovGuam) <u>Bidding On</u> Make _____ Stock Number _____ Brand: _____ Date of Delivery: _____	5000	Bx.	\$ _____	\$ _____
75.1	Trash Container with Lid 32 Gallon, Heavy Duty, GI S724000003 Per Specifications Each container must be imprinted/embossed/watermarked with "Property of GovGuam) <u>Bidding On</u> Make _____ Stock Number _____ Brand: _____ Date of Delivery: _____	50	Se.	\$ _____	\$ _____

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	PRICE EXTENSION
76.1	Trash Container with Lid 33 Gallon, Heavy Duty, Plastic S724000002 Per Specifications Each container must be imprinted/embossed/watermarked with "Property of GovGuam) <u>Bidding On</u> Make _____ Stock Number _____ Brand: _____ Date of Delivery: _____	50	Se.	\$ _____	\$ _____
77.1	Trash Container with Lid 33 Gallon, Lite Duty S724000004 Per Specifications Each container must be imprinted/embossed/watermarked with "Property of GovGuam) <u>Bidding On</u> Make _____ Stock Number _____ Brand: _____ Date of Delivery: _____	50	Se.	\$ _____	\$ _____
78.1	Trash Container 28 Qt. Black, Plastic Ref: Rubbermaid #2965 or equal S752000472 Per Specifications Each container must be imprinted/embossed/watermarked with "Property of GovGuam) <u>Bidding On</u> Make _____ Stock Number _____ Brand: _____ Date of Delivery: _____	200	Ea.	\$ _____	\$ _____

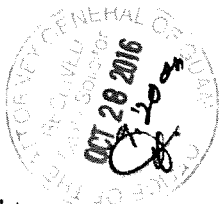
NOTE: ALL ITEMS MUST BE IMPRINTED/EMBROSSED/WATERMARKED "PROPERTY OF GOVGUAM"

This is an "INDEFINITE QUANTITY BID". The Term of this contract is one (1) year on an as needed basis upon availability of funds. Prices must remain the same for a period of one (1) year.

If a substitute (replacement) supply item is other than what is noted on this bid, an escalation cost is allowable not to exceed 5% upon receipt of justification from manufacturer.

These specifications were developed by the staff of the General Services Agency and approved by:
CLAUDIA S. ACFALLE, Chief Procurement Officer

EXHIBIT “C”



www.civilletang.com

CIVILLE & TANG, PLLC

Sender's Direct E-Mail:
jdwalsh@civilletang.com

70 OCT 27 11 48 08

October 27, 2016

RECEIVED

VIA HAND DELIVERY

Claudia S. Acfalle, Chief Procurement Officer
General Services Agency
Government of Guam
P.O. Box FG
Hagatna, Guam 96910

Re: General Service Agency Bid No. GSA-118-16

Dear Procurement Officer Acfalle:

PROCUREMENT PROTEST

This is a pre-award procurement protest of General Service Agency Bid No. GSA-118-16, and as such this correspondence serves as a statutory trigger for an Automatic Stay regarding the continued procurement of GSA-118-16. Pursuant to 5 GCA § 5425(g), the Territory shall not proceed further with the solicitation or with the award of the contract prior to final resolution of this protest.

Our office represents ST Corporation ("ST"). As you know, ST is an interested and prospective offeror who is preparing to submit a bid pursuant to an Invitation for Bid ("IFB") issued by General Service Agency ("GSA") and currently set for a bid opening on October 28, 2016. The IFB seeks proposals to provide GSA Indefinite Quantity bids for janitorial and hardware supplies.

An "Amendment No. 7" was received by ST on October 24, 2016 replacing pages 30-45 of the original IFB. "Amendment No. 7" substantially alters the nature of the IFB by requiring offerors, four (4) days before bid submission, to provide products that "must be imprinted/embossed/watermarked with 'Property of GovGuam.'" As you can appreciate, establishing pricing and product availability information four (4) days away from bid submission is an impossible task. This is especially true given the fact that "Amendment No. 7" neither allows for any additional extension to the time for bid opening, nor allows for an extended period to submit questions and concerns regarding the bid. ST Corporation is aggrieved by the fact it is now expected to prepare new product information and pricing in four (4) days, and must do so without being able to ask questions and gain clarity about the amendment's requirements.

The truncated bid timing regime created by GSA's issuance of "Amendment No. 7" violates Guam law. As you know, 2 GAR § 3109(d), provides that the minimum bidding time provided to an

offeror like ST is fifteen (15) days from “the date of distribution” to the “time and date set for receipt of bids.” The regulations further require that “[i]n each case bidding time will be set to provide bidders a reasonable time to prepare their bids.” Again, “Amendment No. 7” raises significant alterations to the nature of the original IFB that offerors must address, and four (4) days is simply not a reasonable bidding time.

Guam’s procurement law exists to, *inter alia*, “provide for increased public confidence in the procedures followed in public procurement” and “to ensure the fair and equitable treatment of all persons who deal with the procurement system of this Territory.” 5 GCA § 5001(b)(3);(4). The current state of GSA Bid No. GSA-118-16 fosters neither of these because of the exceedingly short period between the issuance of “Amendment No. 7” and the bid submission. Because of this failing, ST is protesting the procurement.

Any further action taken on the IFB along the timescale you have set calls into question the fairness of the procurement process. ST has taken great care in preparing its existing tender and meeting the specific requirements of the IFB. Public confidence in the procurement process can only be kept through a procurement process that sets specific parameters for bids and reviews those bids against those preset and defined parameters. When those parameters significantly change, offerors must be afforded a reasonable opportunity to act accordingly. The process at work here— a process that is mandating that ST prepare its bid in four (4) days in order to meet the requirements of “Amendment No. 7”— must be corrected.

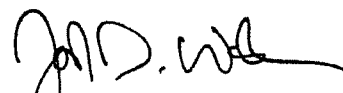
SUNSHINE ACT REQUEST

In addition to the instant protest, ST also requests, pursuant to the Guam Sunshine Act, PL 25-06 and 5 G.C.A. § 10101, *et seq* the following documents:

- The entire procurement record for General Service Agency Bid No. GSA-118-16; and
- Copies of all documents, memoranda, directives, correspondence, or other papers detailing or otherwise relating to the creation and drafting of “Amendment No. 7” to General Service Agency Bid No. GSA-118-16 ;

We look forward to your prompt and expeditious resolution of this protest.

Sincerely,



Joshua D. Walsh

cc: Office of the Attorney General of Guam,
Solicitors Division

EXHIBIT “D”

Eddie Baza Calvo
Governor



GENERAL SERVICES AGENCY

(Ahensian Setbision Hinirat)
Department of Administration

Ray Tenorio
Lieutenant Governor

Christine W. Baleto
Director
Dept. of Administration

148 Route 1 Marine Corps Drive, Piti, Guam 96915
Tel: (671) 475-1707 Fax Nos: (671) 475-1727 / 472-4217

November 14, 2016

Memorandum

Mr. Joshua Walsh
c.o. Civile and Tang, PLLC
330 Hernan Cortes Avenue, Suite 200
Hagatna, Guam 96910

Civille & Tang, PLLC
RECEIVED

DATE: 11/14/16
TIME: 10:58
BY: [Signature]

Re: Protest on GSA Bid No 118-16

We are in receipt of your protest dated October 27, 2016, on the above entitled bid on behalf of your client, ST Corporation. The basis for your protest is that Amendment #7 provides changes to pages 30-45 from the original bid and by requiring products to be imprinted/embossed/watermarked with "Property of GovGuam". You also argued that the date of the amendment to the bid opening date was only four (4) days, which would this amendment does not allow you to ask any questions and concerns about the changes.

GSA Response: First, Amendment #9 which was issued on October 26, 2017, extended the bid opening date to November 4th. Clearly more than four days. Second, the amendments change of pages 30-45, did not change the specifications issued originally. What the amendment did was to change the amount requested in this bid, by either increasing or decreasing the amount. As such, there is no change in the specifications requested. Finally, the imprinting on the product "Property of GovGuam", was a requirement stated in the beginning of the bid and is being stated as a reminder.

As such, your protest is deemed not to have any merit and is DENIED. You have the right to seek any administrative or judicial review authorized by law.



CLAUDIA S. ACFALLE
CHIEF PROCUREMENT OFFICER

EXHIBIT “E”

Eddie Baza Calvo
Governor

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

Ray Tenorio
Lt. Governor



Christine Baleto
Director, Dept. of Admin.

Deputy Director

October 26, 2016

**INVITATION FOR BID: GSA-118-16
JANITORIAL & HARDWARE SUPPLIES**

AMENDMENT #8

- 1. Amend to change bid opening date from: October 28, 2016 at 2:00pm to now
Read: November 4, 2016 at 10:00am.
- 2. Amend to change the quantities on the following item numbers:

From:

6.1 Bleach, Disinfectant	500 Gal.	(Page 31 of 45)
18.1 Cleaner, Degreaser	500 Bottles	(Page 33 of 45)
19.1 Cleaner, 1 Gallon	500 Gal.	(Page 33 of 45)
22.1 Cutting Line .130	200 Rolls	(Page 34 of 45)
23.1 Cutting Line .155	200 Rolls	(Page 34 of 45)
25.1 Detergent Liquid	200 Bottles	(Page 34 of 45)
26.1 Detergent Powder	200 Boxes	(Page 35 of 45)
27.1 Disinfectant Spray	1000 Cans	(Page 35 of 45)
43.1 Glove, Stretchable Red Palm	5000 Pairs	(Page 38 of 45)
49.1 Mop Bucket with Ringer	200 Set	(Page 39 of 45)
50.1 Mophead Cotton Heavy Duty	1000 Each	(Page 39 of 45)
63.1 Razor, Disp. Twin Blade	5000 Case	(Page 42 of 45)
64.1 Sanitary Napkin	5000 Pkg	(Page 42 of 45)
69.1 Toilet Tissue	1000 Cases	(Page 43 of 45)
73.1 Tooth Paste, 8 oz.	5000 Tubes	(Page 44 of 45)
74.1 Tooth Brush Disp. Soft Bristle	5000 Boxes	(Page 44 of 45)

To Now Read:

6.1 Bleach, Disinfectant	100 Gal.
18.1 Cleaner, Degreaser	100 Bottles
19.1 Cleaner, 1 Gallon	100 Gal.
22.1 Cutting Line .130	100 Rolls
23.1 Cutting Line .155	100 Rolls
25.1 Detergent Liquid	100 Bottles
26.1 Detergent Powder	100 Boxes
27.1 Disinfectant Spray	500 Cans
43.1 Glove, Stretchable Red Palm	500 Pairs
49.1 Mop Bucket with Ringer	100 Set
50.1 Mophead Cotton Heavy Duty	500 Each
63.1 Razor, Disp. Twin Blade	500 Case
64.1 Sanitary Napkin	1000 Pkg
69.1 Toilet Tissue	500 Cases
73.1 Tooth Paste, 8 oz.	500 Tubes
74.1 Tooth Brush Disp. Soft Bristle	500 Boxes

All others remain unchanged.

Please Print

ACKNOWLEDGEMENT COPY (Re-fax to GSA)

Received By: Jessy Lomas

Date: 10/27/2016

Company Name: ST Corporation

Fax to: 475-1727 or 472-4217

E-mail to: gsaprocurment@gsadoa.guam.gov

Claudia S. Acfalle

CLAUDIA S. ACFALLE
Chief Procurement Officer

EXHIBIT “F”

Eddie Baza Calvo
Governor



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

Ray Tenorio
Lt. Governor

Christine Won Pat Baletto
Director, Dept. of Admin.

November 16, 2016

NOTICE TO ALL PROSPECTIVE BIDDERS
A STAY OF PROCUREMENT

Invitation for Bid GSA-118-16

JANITORIAL & HARDWARE SUPPLIES

This is to inform all prospective bidders that the Stay of Procurement has been lifted for the above bid number.

A handwritten signature in black ink, appearing to read 'Claudia S. Acfalle'.

CLAUDIA S. ACFALLE
Chief Procurement Officer

<i>Please Print</i> ACKNOWLEDGEMENT COPY (Re-fax to GSA)	
Received by:	_____
Date:	_____
Company Name:	_____
Fax to: 475-1727 and 472-4217 E-mail to: gsaprocurement@gsadoa.guam.gov	

EXHIBIT “G”

Eddie Baza Calvo
Governor



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

Ray Tenorio
Lt. Governor

Christine Won Pat Baleto
Director, Dept. of Admin.

Invitation for Bid GSA-118-16
JANITORIAL & HARDWARE SUPPLIES

AMENDMENT #9
November 16, 2016

1. Amendment to change “**Bid Opening**” date from **November 4, 2016 @ 9:00 a.m.** to now read **December 1, 2016 @ 9:00 a.m.**
2. Amendment to change “**Required Delivery**” from **30 Days** to now read **44 Days**

A handwritten signature in black ink, appearing to read 'Claudia S. Acfalle'.

CLAUDIA S. ACFALLE
Chief Procurement Officer

VERIFICATION

I, Edwin F. Torres being first duly sworn, do hereby depose and state that I am the Vice President of ST Corporation and that I have read the foregoing *APPELLANT'S ADDITIONAL INFORMATION SUBMITTED PURSUANT TO NOTICE OF APPEAL, APPENDIX A PART IV* and it is true of my own knowledge except as to those matters alleged upon information and belief and as to those matters, I believe them to be true.

Executed on November 28, 2016, at Hagåtña, Guam.

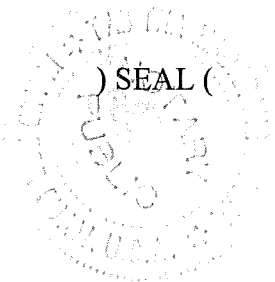


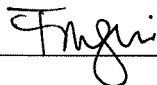
EDWIN F. TORRES

GUAM, U.S.A.,)
 (ss.:
City of Hagåtña.)

On this 28th day of November, 2016, before me, a notary public in and for Guam, personally appeared **EDWIN F. TORRES**, known to me to be the person whose name is subscribed to the foregoing *APPELLANT'S ADDITIONAL INFORMATION SUBMITTED PURSUANT TO NOTICE OF APPEAL, APPENDIX A PART IV*, and he acknowledged to me that he executed the same.

WITNESS my hand and official seal.





TABITHA MADARANG GARCIA
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: **JAN. 09, 2020**
330 Hernan Cortez Avenue Ste. 200, Hagatna Guam 96910