

DEPARTMENT OF ADMINISTRATION

**GENERAL SERVICES AGENCY
(GSA)**

**FAR EAST EQUIPMENT
COMPANY, LLC**

APPEAL CASE NO. OPA-PA-25-008

**INVITATION FOR BID NO. GSA-017-25
PROCUREMENT RECORD**

ORIGINAL

1 **D. GRAHAM BOTHA**
2 **GENERAL SERVICES AGENCY (GSA)**

3 590 S. Marine Corps Drive
4 ITC Bldg., Ste. 230
5 Tamuning, Guam 96913, USA
6 Tel: 671-475-1702
7 graham.botha@gsadoa.guam.gov

5/19/2025
2:20 ✓ JMM
25-008

8 Counsel for Appellee
9 *General Services Agency (GSA)*

10 **IN THE OFFICE OF PUBLIC ACCOUNTABILITY**
11 **PROCUREMENT APPEAL**

12 IN THE APPEAL OF:) APPEAL CASE NO. OPA-PA-25-008
13 FAR EAST COMPANY, LLC)
14) **SUBMISSION OF PROCUREMENT**
15) **RECORD**
16 Appellant.)
17)

18 Comes now, the General Services Agency ("GSA"), by and through its counsel
19 and submit its Procurement Record pursuant to 2 GAR § 12104(c)(3) in response to the
20 appeal by Far East Company, LLC, ("Far East") protesting the Invitation for Bid No.
21 GSA-017-25, ("IFB").

22 **I. PURCHASING AGENCY INFORMATION**

23 **Name:** General Services Agency (GSA)
24 **Address:** Department of Administration (DOA)
25 590 S. Marine Corps Dr., ITC Bldg.
Ste. 230, Tamuning, Guam 96913
Contact: For the purpose of this Appeal, please direct correspondence to
the General Services Agency ("GSA"), D. Graham Botha,
Procurement Counsel, graham.botha@gsadoa.guam.gov, Tel. No.
(671) 475-1702.

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II. APPEAL INFORMATION

- a. Purchasing Agency: General Services Agency
- b. IFB No. GSA-017-25
- c. Date of IFB: February 24, 2025
- d. This appeal is made by Far East Company, LLC – Decision on Protest of Method, Solicitation or Award.
- e. Name of Competing Bidder(s): Morrigo Equipment, International Royal Inc.

Dated this 19th day of May, 2025.

By:



D. GRAHAM BOTHA
Procurement Counsel

Certification of Completed Procurement Record
AG Procurement Form 001

CERTIFICATION of COMPLETED PROCUREMENT RECORD

Instructions: After ascertaining the statement's accuracy and truthfulness, the agency's procurement officer (director or head of agency) must sign the Certification below to indicate that the agency has kept a complete procurement record of all documents required by law. The checklist below is provided to ensure that the record is complete, and must be filled out by the procurement officer or administrator. The checklist is comprised of every item that is required by law for an invitation for bid (IFB) or a request for proposal (RFP), and therefore every item, except as noted below, must be checked for the resulting contract to be considered legally sufficient. Please assemble the procurement record in the order stated below and place it in a three-ring binder, with visible tabs for each of the items below appearing in numerical order.

IFB/RFP No: GSA-017-25 Contractor: Morrice Equipment LLC

- 1. Published notice in newspaper of general circulation
- 2. Procurement package (IFB or RFP) issued to bidders or offerors
- 3. Log of distribution of procurement package
- 4. Amendments to IFB or RFP, if any were issued
- 5. Logs of distribution of amendments to IFB or RFP, but only if amendments were issued
- 6. Minutes or summary of pre-submission conferences, but only if conferences were held
- 7. Logs of attendees of pre-submission conferences, but only if conferences were held
- 8. Written questions from bidders or offerors, but only if any questions were received
- 9. Written answers, but only if any questions were received
- 10. Proof that written answers were provided to all potential bidders or offerors, but only if any questions were received
- 11. Log of bids or registry of proposals received
- 12. Each bid or proposal received
- 13. Evaluation of proposals or analysis of bids (bids are not required by law to be analyzed, but may be)
- 14. Tabulation of evaluations or analysis (tabulations are not required by law but recommended)
- 15. Letters to bidders concerning outcome of bid; for offerors, letters informing them of ranking and letter to best qualified offeror inviting negotiations
- 16. Memorandum of evaluations and negotiations (only required for RFP's)
- 17. Notice of intent to award
- 18. Any and all communications from or to anyone concerning any part of IFB or RFP
- 19. Contract, including all draft versions
- 20. Bid protests, if any, and responses thereto
- 21. Any determination required by law as may fit the circumstances

CERTIFICATION: Pursuant to 5 G.C.A. §5250, I hereby certify under penalty of perjury that I am the procurement officer responsible for administering the solicitation of the acquisition referenced above, and that I have caused to be prepared and now maintain a full and complete record of the procurement as required by law.

Signature: 
Print Name: Andriana Quitugua Date: 05/19/25

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Each Bid or Proposal Received

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Published Notice in the Newspaper



CIVIL SERVICE COMMISSION

KUMISION / SEBISION SIBIT
Bell Tower Suite 210, 710 W. Marine Corps Drive, Hagåtña, Guam 96910
Tel: (671) 647-1855 • Fax: (671) 647-1867

NOTICE OF MEETING

IN-PERSON MEETING AT 9:00 A.M. ON TUESDAY, MARCH 04, 2025.

The public can access a live stream of this meeting on the CSC website at: <https://us06web.zoom.us/j/87859195453?pwd=xwmoF5NXY7BXOKWS6JhN6WZVikHho.1>
(Meeting ID: 878 5919 5453 / Passcode: 223279)

AGENDA:

- I. CALL TO ORDER.
- II. APPROVAL OF MINUTES: None.
- III. NEW BUSINESS: None.
- IV. OLD BUSINESS:
 - (1) GRIEVANCE HEARING.
 - Joseette M. Guzman vs. Office of the Attorney General (OAG); CSC Case No.: 24-GRE09.
 - (2) MOTION HEARING.
 - Joseette M. Guzman vs. Office of the Attorney General (OAG); CSC Case No.: 24-GRE09.
- V. GENERAL BUSINESS:
 - (1) Bills and Laws affecting CSC: None.
 - (2) Administrative Counsel Litigation Update
 - (3) Board Training: Civil Service Commission Board Members.
- VI. ADJOURNMENT.

For special accommodations, please contact Maria P. Masnayon, CSC ADA Coordinator at (671) 647-1872 / (671) 647-1855.
/s/ Daniel D. Leon Guerrero, Executive Director
Paid by the Civil Service Commission

Office of the Attorney General
Douglas B. Moylan
Attorney General of Guam
Family Division
590 S. Marine Corps Drive, ITC Bldg. • Ste. 706
Tamuning, Guam 96913 • USA
671-475-2595 • 671-475-3343 (fax)
familydivision@oagguam.org

Attorneys for the People of Guam
IN THE SUPERIOR COURT OF GUAM
IN THE INTEREST OF

- I.V. (DOB: 09/11/2012),
- A.V. (DOB: 02/25/2014),
- J.B. (DOB: 03/01/2015), and
- A.V. (DOB: 12/09/2017),
- Minors.

Juvenile Case No. JP0085-22
SUMMONS

TO: ALAN BARGENDER, Natural Father
280 CHALAN SIBUKAO DEDEDO, GUAM
(LAST KNOWN ADDRESS)
TEL: (671) 484-4922

You are hereby summoned to appear via Zoom before the **HONORABLE LINDA L. INGLES**, at the Judiciary of Guam, Superior Court of Guam, 120 West O'Brien Drive, Hagatna, Guam, for a court hearing on:

THURSDAY, MARCH 06, 2025 AT 11:15 A.M.
Zoom meeting ID: 716-711-9213 / Password: 76504

"YOUR PARENTAL AND CUSTODIAL DUTIES AND RIGHTS CONCERNING THE CHILDREN WHO ARE THE SUBJECT OF THE ABOVE MAY BE TERMINATED BY AWARD OF PERMANENT CUSTODY IF YOU FAIL TO APPEAR ON THE DATE THAT IS SET FORTH IN THIS SUMMONS."

YOU MAY BE HELD IN CONTEMPT IF YOU FAIL TO APPEAR ON THE DATE SET FORTH IN THIS SUMMONS.

Dated: FEB 12, 2025
Clerk, Superior Court of Guam
By: /s/ SHEILA K. CASTRO

Office of the Attorney General
Douglas B. Moylan
Attorney General of Guam
Family Division
590 S. Marine Corps Drive, ITC Bldg. • Ste. 706
Tamuning, Guam 96913 • USA
671-475-2595 • 671-475-3343 (fax)
familydivision@oagguam.org

Attorneys for the People of Guam
IN THE SUPERIOR COURT OF GUAM
IN THE INTEREST OF

- I.V. (DOB: 09/11/2012),
- A.V. (DOB: 02/25/2014),
- J.B. (DOB: 03/01/2015), and
- A.V. (DOB: 12/09/2017),
- Minors.

Juvenile Case No. JP0085-22
SUMMONS

TO: JENNICE VELASCO, Natural Mother
#179 GALAYAN DRIVE FERN TERRACE DEDEDO, GUAM
(LAST KNOWN ADDRESS)
TEL: (671) 988-6643

You are hereby summoned to appear via Zoom before the **HONORABLE LINDA L. INGLES**, at the Judiciary of Guam, Superior Court of Guam, 120 West O'Brien Drive, Hagatna, Guam, for a court hearing on:

THURSDAY, MARCH 06, 2025 AT 11:15 A.M.
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YOU MAY BE HELD IN CONTEMPT IF YOU FAIL TO APPEAR ON THE DATE SET FORTH IN THIS SUMMONS.

Dated: FEB 12, 2025
Clerk, Superior Court of Guam
By: /s/ SHEILA K. CASTRO

LAW OFFICES
CUNLIFF & COOK
210 Archbishop Flores Street, Ste. 200
Hagåtña, GU 96910 5189
Telephone: (671) 472-1824
Telex: (671) 472-2422

IN THE SUPERIOR COURT OF GUAM
IN THE MATTER OF THE ESTATE

OF
JOSEPH TAJERON CRUZ,
Decedent.

PROBATE CASE NO. PRO016-25
NOTICE OF HEARING

THIS NOTICE IS REQUIRED BY LAW. YOU ARE NOT REQUIRED TO APPEAR IN COURT UNLESS YOU DESIRE.

1. NOTICE IS HEREBY GIVEN that Joan Tajeron Cruz has filed a Petition for Probate of Will and for Letters of Administration with Copy of Will Annexed.

2. A hearing on the petition will be held on Wednesday, March 5, 2025, at 10:30 a.m.

3. To attend or to participate in the hearing, you may appear in person at the Guam Judicial Center, appear remotely at <https://guamcourts.org.zoom.us> and enter Meeting ID: 864 4387 2213 and Passcode: JEM1; or call into the courtroom at 671-300-6703 at the designated hearing time. For connectivity issues, you may contact Jannette Samson at (671) 475-0141 or email jsamson@guamcourts.gov.

DATED: 07 FEB 2025.

JANICE M. CAMACHO-PEREZ,
Clerk of Court, Superior Court of Guam
By: /s/ Alice B. Mendoza
Courtroom/Chamber

THOMPSON THOMPSON & ALCANTARA, P.C.
238 Archbishop Flores Street, Suite 801
Hagåtña, Guam 96910
Telephone: (671) 472-2089
Facsimile: (671) 477-5206
Email: Mthompson@tatalaw.net
Alt. Email: Intake@tatalaw.net

Attorneys for Petitioner Jennifer T. Holbrook-Fegurur
IN THE SUPERIOR COURT OF GUAM
IN THE MATTER OF THE ESTATE

OF
MICHIKO HOLBROOK,
Deceased.

PROBATE CASE NO. PRO007-25
NOTICE OF HEARING ON

PETITION FOR PROBATE OF WILL AND FOR LETTERS TESTAMENTARY
THIS NOTICE IS REQUIRED BY LAW. YOU ARE NOT REQUIRED TO APPEAR IN COURT UNLESS YOU DESIRE.

NOTICE IS HEREBY GIVEN that JENNIFER T. HOLBROOK-FEGURUR has filed herein her Petition for Probate of Will and for Letters Testamentary in the Estate of MICHIKO HOLBROOK, deceased, and that on Mar 05 2025 at 9:30 a.m., in the Courtroom of the Superior Court of Guam, Judiciary Building, 120 West O'Brien Drive, Hagåtña, Guam, has been set for the hearing of said petition, and all persons interested are hereby notified to appear at the time and place set for hearing and show cause, if any they have, why the petition should not be granted. Reference is hereby made to said petition for further particulars.

Dated: JAN 29, 2025.

JANICE M. CAMACHO-PEREZ, ESQ.
Clerk of Court, Superior Court of Guam
By: /s/ Pauline I. Untalan
Chamber/Courtroom Clerk

You may appear in person at Judge Dana A. Gutierrez's Courtroom, 120 West O'Brien Drive, Hagåtña, Guam or you may participate via Zoom by logging onto <https://guamcourts.org.zoom.us> and enter the Meeting ID: 839 7874 9380 and Passcode: 189701. For technical assistance, please call (671) 475-3207 five (5) minutes prior to the designated hearing time.

PUBLICATION NOTICE

In accordance with the provisions of Guam Code Annotated, Title XI, Chapter III, Section 3315, notice is hereby given that:

Vigna LLC

DBA: Provisions Wine & Cheese

has applied for a Class: 14 (Fourteen) Instructional Tasting License Alcoholic Beverage License said premises being marked as Lot: 1498-3-New 139 Chalan Santo Papa Juan Pablo Unit 102, Hagatna



DEPARTMENT OF ADMINISTRATION

DIPATTAMENTOON ATMENESTRASION
GENERAL SERVICES AGENCY DIVISION
(Administrative Services Division)
Telephone (Telifona): 671-475-3705; 1712-1712



THIS ADVERTISEMENT WAS PAID WITH GOVERNMENT FUNDS BY:
Department of Military Affairs

A non-refundable fee of \$10.00 per bid package will be assessed. Certified Check, Cashier's Check, Cash will be accepted. No personal or Company Check. Payment for bid package picked up after 3:00pm will not be accepted.

INVITATION FOR BID

BID NO: GSA-017-25
FOR: Articulating Boom Lift and Indoor Scissor Lift (Latest Model)
OPENING DATE: 03/17/2025 **TIME:** 10:00am
LOCATION TO SUBMIT: General Services Agency, Tamuning, Guam

The General Services Agency is issuing this Invitation for Bid for Articulating Boom Lift and Indoor Scissor Lift (Latest Model). A pdf copy is available to download at www.gsa.doa.guam.gov, or a hard copy can be obtained at the General Services Agency located at 2nd floor ITC Bldg. Rm. 230, Tamuning, Guam 96931 from 8:00am - 5:00pm, Monday through Friday, beginning Monday, 02/24/2025 until Monday, 03/17/2025.

Bidders must register their current contact information with GSA to ensure they receive any notices regarding changes or updates 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.

/s/ Andriana Quitugua
Acting Chief Procurement Officer*

LOURDES A. LEON GUERRERO
GOVERNOR, MAGA'HAGA



JOSHUA F. TENORIO
LT. GOVERNORS, IGUNDOM AGA'IAHI

SOLICITATION NOTICE
RFP No. OIPD RFP-001-2025
BEAD IMPLEMENTATION SOLUTIONS TEAM (BIST)

The Office of Infrastructure Policy and Development (OIPD), Office of the Governor of Guam, is soliciting proposals from qualified consultants to support the Broadband, Equity, Access, and Deployment (BEAD) Program in Guam. The consultant will provide strategic guidance on broadband deployment, support non-deployment initiatives, and deploy a grants management portal to ensure compliance with federal reporting requirements.

The Request for Proposal (RFP) packet will be available on Monday, February 24, 2025, at the Executive Management Office (EMO), Ricardo J. Bordallo Governor's Complex, Hagåtña, Guam, from 8:30 AM to 5:00 PM (ChST), excluding holidays and weekends.

To obtain a RFP packet, a registration form must be submitted to the Office of the Governor Procurement Officer at venido.torres@guam.gov.

All prospective offerors must register their contact information with the Procurement Officer to ensure they receive any notices regarding changes or updates to the RFP. The Office of the Governor shall not be liable for failure to provide notice to any party who did not register contact information.

This RFP Announcement is available on <http://notices.guam.gov>.

Proposals must be submitted to the attention of Venido Torres, Procurement Officer, at the following address:

Venido S. Torres
Ricardo J. Bordallo Governor's Complex
513 West Marine Corps Drive
Hagåtña, Guam 96910

The deadline to submit proposals is Monday, March 17, 2025, no later than 5:00 PM, Chamorro Standard Time (ChST).

Failure to submit proposals at the specified location, date, and time will be grounds for rejection of the proposal.

All questions regarding the RFP should be submitted in writing via email to the Procurement Officer at venido.torres@guam.gov or before Monday, March 3, 2025, no later than 5:00 PM, ChST. Responses to all questions will be sent by Friday, March 7, 2025, no later than 5:00 PM, ChST.

Except for the person named above, direct or indirect contact with the Office of the Governor and OIPD management or staff, or any person participating in the selection process, is prohibited.

/s/ Melissa F. Bettis
Director

Office of Infrastructure Policy and Development

Procurement Package Issued to Bidders



GENERAL SERVICES AGENCY
(Ahensian Setbision Hinirat)
Government of Guam

2nd Floor ITC Bldg. Rm. 215, Tamuning, Guam 96931
Tel: 475-1705*475-1712*475-1713*

Accountability	*	Impartiality	*	Competence	*	Openness	*	Value
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INVITATION FOR BID NO: GSA-017-25

DESCRIPTION:

Articulating Boom Lift and Indoor Scissor Lift (Latest Model)

SPECIAL REMINDER TO PROSPECTIVE BIDDERS

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

- (X) **BID GUARANTEE (15% of Bid Amount) May be in the form of;**
Reference #11 on the General Terms and Conditions
 - a. Cashier's Certified Check
 - b. Surety Bond – Valid only if accompanied by:
 - 1. Current Certificate of Authority issued by the Insurance Commissioner;
 - 2. Power of Attorney issued by the Surety to the Resident General Agent;
 - 3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.

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

- (X) **AFFIDAVIT DISCLOSING OWNERSHIP, INFLUENCE, COMMISSIONS AND CONFLICTS OF INTEREST (Required by 5 GCA § 5233 as amended by P.L. 36-13 (4/9/2021))**
 - a. Date of signature of the person authorized to sign the bid and the notary date must be the same.

- (X) **OTHER REQUIREMENTS:**
Affidavit re Ethical Standards, Affidavit re No Gratuities or Kickbacks, Special Provision: Restriction Against Sexual Offenders, Affidavit D.O.L. Wage Determination, Affidavit re Non-Collusion, Affidavit re Contingent Fees.

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

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

On this _____ day of _____, 202____, I _____,

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

Bidder Representative's Signature

Invitation for Bid: GSA-017-25

ACKNOWLEDGEMENT RECEIPT FORM

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

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

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

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

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

Reference Page 10 of 45 #2(e) – No Entitlement to Preparation Costs – the bidder expressly waives any right it may have against the government for any expenses incurred in connection with the preparation of its bid.

Reference Page 10 of 45 #5. ACKNOWLEDGMENT OF AMENDMENTS TO SOLICITATIONS: Receipt of an amendment to a Solicitation by a bidder must be acknowledged by signing an acknowledgment of receipt of the amendment. Such acknowledgment must be received prior to the hour and date specified for receipt of bids.

Bid Opening: This bid shall be submitted in duplicate and sealed to the issuing office above no later than **Time: 10:00am, Date: 03/17/2025** and shall be publicly opened. Bid submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions, and Sealed Bid Solicitation for details.

INVITATION FOR BID CONTRACT



ANDRIANA QUITUGUA
Acting Chief Procurement Officer

ISSUING OFFICE:
GENERAL SERVICES AGENCY
GOVERNMENT OF GUAM
2nd FLOOR ITC BLDG. RM. 215,
TAMUNING, GUAM 96931

DATE ISSUED: **February 24, 2025**

BID INVITATION NO: **GSA-017-25**

BID FOR: Articulating Boom Lift and Indoor Scissor Lift (Latest Model)
SPECIFICATION: **SEE ATTACHED**
DESTINATION: DEPARTMENT OF MILLITARY AFFAIRS

REQUIRED DELIVERY DATE: **35 – 45 Days Upon Receipt of Purchase Order.**

INSTRUCTION TO BIDDERS:

INDICATE WHETHER: INDIVIDUAL PARTNERSHIP CORPORATION

INCORPORATED IN: _____

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) **10:00am**, Date: **03/17/2025** and shall be publicly opened. Bid submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions, and Sealed Bid Solicitation for details.

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

NAME AND ADDRESS OF BIDDER: _____

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS BID: _____

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

ITEM NO(S). AWARDED: _____

CONTRACTING OFFICER:

ANDRIANA QUITUGUA
Acting Chief Procurement Officer

NAME AND ADDRESS OF CONTRACTOR: _____

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS CONTRACT: _____

CONTRACT TERMS AND CONDITIONS

GSA-017-25 Articulating Boom Lift and Indoor Scissor Lift (Latest Model)

Article I

Contract Terms

- 1.1 Required Delivery Date.** The Awardee shall provide the goods/services within thirty-five (35) – forty-five (45) days of receipt of purchase order.

Article II

Prohibitions

3.1 REPRESENTATION REGARDING GRATUITIES AND KICKBACKS

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

3.2 REPRESENTATION REGARDING CONTINGENT FEES

The contractor represents that it has not retained a person to solicit or secure a territorial contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

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

The bidder, offeror, or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.

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

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

**GOVERNMENT OF GUAM
GENERAL TERMS AND CONDITIONS**

SEALED BID SOLICITATION AND AWARD

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

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

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

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

23. **MARKING:** Each outside container shall be marked with the Purchase Order number, item number, brief item description and quantity. Letter marking shall not be less than 3/4" in height.
24. **SCHEDULE FOR DELIVERY:** Successful bidder shall notify the General Services Agency, Telephone No. (671) 475-1710, at least twenty-four (24) hours before delivery of any item under this solicitation.
25. **BILL OF SALE:** Successful supplier shall render Bills of Sale for each item delivered under this contract. Failure to comply with this requirement will result in rejection of delivery. The Bill of Sale must accompany the items delivered but will not be considered as an invoice for payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.
26. **MANUFACTURER'S CERTIFICATE:** Successful bidder is required, upon delivery of any item under this contract, to furnish a certificate from the manufacturer indicating that the goods meet the specifications. Failure to comply with this request will result in rejection of delivery payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.
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.**
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.

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

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

- 43. Contract will be cancelled if funds not appropriated or insufficient, and that government will timely inform contractor. 2 GAR, Div.4 §3121(e)(1)(C) and 2 GAR, Div.4 § 3121(e)(1)(D).
- 44. If cancelled, contractor will be reimbursed unamortized reasonably incurred non-recurring costs. 2 GAR, Div.4 §3121(e)(1)(G).
- 45. **Debarment and Suspension:** (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 46. **Byrd Anti-Lobbying Amendment:** (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 47. **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 one (1) Solicitation form. Additional copies may be provided upon request. Bidders requesting additional copies of said forms will be charged per page in accordance with 5 GCA § 10203 of the Government Code of Guam. All payments for this purpose shall be by cash, certified check or money order and shall be made payable to the General Services Agency (EO 86-24).
2. **PREPARATIONS OF BIDS:**
 - a) Bidders are required to examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at bidder's risk.
 - b) Each bidder shall furnish the information required by the Solicitation. The bidder shall sign the solicitation and print or type his name on the Schedule. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent are to be accompanied by evidence of this authority unless such evidence has been previously furnished to the issuing office.
 - c) Unit price for each unit offered shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the amount column of the Schedule for each item offered. In case of discrepancies between a unit price and extended price, the unit price will be presumed to be correct. **Unit price(s) and extended price(s) apart from the "Basic and Alternate" bid, furnished outside of the space(s) provided will not be considered.**
 - d) Bids for supplies or services other than those specified will not be considered. Time, if stated as a number of days, means calendar days and will include Saturdays, Sundays, and holidays beginning the day after the issuance of a Notice to Proceed. Time stated ending on a Saturday, Sunday or Government of Guam legal holiday will end at the close of the next business day.
 - e) **No Entitlement to Preparation Costs – the bidder expressly waives any right it may have against the government for any expenses incurred in connection with the preparation of its bid.**
 - f) **Bidder shall indicate in the "Bidding On/Remarks" column of the bid form whether or not their bid complies on each item specified.**
3. **EXPLANATION TO BIDDERS:** Any explanation desired by a bidder regarding the meaning or interpretation of the Solicitation, drawings, specifications, etc., must be submitted in writing and with sufficient time allowed for a written reply to reach all bidders before the submission of their bids. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective bidder concerning a Solicitation will be furnished to all prospective bidders in writing as an amendment to the Solicitation if such information would be prejudicial to informed bidders.
4. **PRE-OPENING MODIFICATION OR WITHDRAWAL OF BIDS:** Bids may be modified or withdrawn by written notice received in the office designated in the Invitation for Bids prior to the time and date set for bid opening, 2 GAR §3109(j)(1).
5. **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.
6. **SUBMISSION OF BIDS:**
 - a) Bids and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the Solicitation. The bidder shall show the hour and date specified in the Solicitation for receipt, the Solicitation number, and the name and address of the bidder on the face of the envelope.
 - b) Telegraphic bids will not be considered unless authorized by the Solicitation. However, bids may be modified or withdrawn by written or telegraphic notice, provided such notice is received prior to the hour and date specified for receipt (see paragraph 6 of these instructions).
 - c) Samples of items, when required, must be submitted within the time specified, unless otherwise specified by the Government, at no expense to the Government. If not destroyed by testing, samples will be returned at bidder's request and expense, unless otherwise specified by the Solicitation.
 - d) Samples or descriptive literature should not be submitted unless it is required on this solicitation. Regardless of any Attempt by a bidder to condition the bid, unsolicited samples or descriptive literature will not be examined or tested at the bidder's risk, and will not be deemed to vary any of the provisions of this Solicitation.
7. **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.

8. LATE BID, LATE WITHDRAWALS, AND LATE MODIFICATIONS:

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

9. CANCELLATION OR REVISION OF BID: This IFB may be canceled, or any and all bids may be rejected in whole or in part as may be pursuant to 2 GAR §3115, when it is in the best interest of the Government. Additionally, in accordance with 2 GAR §9105, if prior to award it is determined that a solicitation or proposed award of a contract is in violation of the law, then the solicitation or proposed award shall be canceled or revised to comply with the law. The reasons therefore shall be made part of the contract file.

10. REJECTION OF BIDS: Any bidder submitted in response to this IFB may be rejected in whole or in part with it is in the best interest of the Government, in accordance with GAR §3115(e). Reasons for rejecting bids include but are not limited to: (1) The business that submitted the bids is non-responsive as determined under GAR §3116; (2) The bid ultimately fails to meet the announced requirements of the Government in some material respect; or (3) The bid price is clearly unreasonable. Upon request, unsuccessful bidders shall be advised of the reasons for rejection.

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

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

- a) Termination: The Government, when the interest of the Government so requires, may terminate this contract in whole or in part, for the Convenience of the Government. The Purchasing Agency shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.
- b) Contractor's Obligations: The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified.
- c) Condition of Termination: Notwithstanding the foregoing, the cessation of services for people requiring services shall be contingent upon the Government obtaining a substitute provider for the services and the contractor shall cooperate by taking all reasonable and necessary steps to ensure that services are not interrupted and transferred to the succeeding provider. The contractor shall issue a written memorandum detailing the status of the contractor's ongoing services initiating termination or any fault of either party.

12. MANDATORY DISPUTES RESOLUTION CLAUSE: In the event of a conflict between this "Mandatory Disputes Resolution Clause" and any other terms in this contract, it is the intent of the government of Guam and the contractor that the terms of this clause are to be given precedence.

(1) Disputes – Contractual Controversies. The government of Guam and the contractor agree to attempt resolution of all controversies which arise under, or are by virtue of, this contract through mutual agreement. If the controversy is not resolved by mutual agreement, then the contractor shall request the head of the purchasing agency, or their designee, in writing to issue a final decision within sixty days after receipt of the written request in keeping with 5 GCA § 5427(c). The head of the purchasing agency or their designee shall immediately furnish a copy of the decision to the contractor, by certified mail with a return receipt requested, or by any other method that provides evidence of receipt.

(2) Absence of a Written Decision within Sixty Days. If the head of the purchasing agency, or their designee does not issue a written decision within sixty days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the contractor may proceed as though the head of the purchasing agency, or their designee had issued a decision adverse to the contractor.

(3) Appeals to the Office of Public Accountability. The head of the purchasing agency, or their designee's decision shall be final and conclusive, unless fraudulent or unless the contractor appeals the decision administratively to the Public Auditor in accordance with 5 GCA § 5706.

(4) Disputes – Money Owed To or By the Government of Guam. This subsection applies to appeals of the government of Guam's decision on a dispute. For money owed by or to the government of Guam under this contract, the contractor shall appeal the decision in accordance with the "Governments Claims Act", 5 GCA § 6101 et. Seq., by initially filing a claim with the Office of the Attorney General no later than eighteen months after the decision is rendered by the government of Guam or from the date when a decision should have been rendered. For all other claims by or against the government of Guam arising under this contract, the Office of the Public Auditor has jurisdiction over the appeal from the decision of the government of Guam. Appeals to the Office of the Public Auditor must be made within sixty days of government of Guam's decision or from the date the decision should have been made.

(5) Exhaustion of Administrative Remedies. The contractor shall exhaust all administrative remedies before filing an action in the Superior Court of Guam in accordance with applicable laws.

(6) Performance of Contract Pending Final Resolution by the Court. The contractor shall comply with the government of Guam's decision and proceed diligently with performance of this contract pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, this contract, except where the contractor claims a material breach of this contract by the government of Guam. However, if the head of the purchasing agency determines in writing that continuation of services under this contract is essential to the public's health or safety, then the contractor shall proceed diligently with performance of the contract notwithstanding any claim of material breach by the government of Guam.

13. **CONTRACT REMEDIES:** Remedies pursuant to 2 GAR § 9101. Any dispute arising under or out of this contract is subject to the provisions of Chapter 9 (Legal and Contractual Remedies) of Guam Procurement Regulations (GAR chapter 9)
14. **DISCOUNTS:**
 - a) Notwithstanding the fact that prompt payment discounts may be offered, such offer will not be considered in evaluating bids for award unless otherwise specified in the Solicitation. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of bids.
 - b) In connection with any discount offered, time will be computed from date of delivery and acceptance of the supplies to the destination as indicated in the purchase order or contract. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Government check.
15. **GOVERNMENT FURNISHED PROPERTY:** No material, labor or facilities will be furnished by the Government unless otherwise provided for in the Solicitation.
16. **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 landing.
17. **RECEIPT, OPENING AND RECORDING OF BIDS:** Bids and modifications shall be publicly opened in the presence of one or more witnesses, at the time, date, and place designated in the Invitation for Bids. The name of each bidder, the bid price, and such other information as is deemed appropriate by the Procurement Officer, shall be read aloud and recorded, or otherwise made available. The names and addresses of required witnesses shall be recorded at the opening. The opened bids shall be available for public inspection except to the extent the bidder designates trade secrets or other proprietary data to be confidential as set forth in accordance with Section 12, below. Material so designated shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. Prices, makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary (Guam Procurement Regulations 2 GAR, Div.4 §3109(k)).
18. **CONFIDENTIAL DATA:** If a bidder considers any information submitted in its bid to be confidential, the bidder must identify in writing to the Government those portions which it considers confidential, and must request in writing that those portions be kept confidential. Only trade secrets and proprietary data will be considered confidential. If there is a request for confidentiality, the Government will render a decision on the request as soon as practicable after bids are opened. The Government will advise any bidder requesting confidentiality, of the Government's decision in writing. If the Government does not agree with a bidder's request, then the Government will inform the bidder that it may lodge a protest regarding any part of the Government's decision by following the procedure for protests outlined in Chapter 9 of the Guam Procurement Regulations.
19. **PROHIBITION AGAINST GRATUITIES AND KICKBACKS:** With respect to this procurement and any other contract that bidder may have or wish to enter into with the Government, the bidder represents that he/she has not violated, is not violating, and promises that he will not violate the prohibition against gratuities and kickbacks set forth in the Guam Procurement Regulations - GAR §11170(e)
20. **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.
21. **WAGE AND BENEFIT COMPLIANCE-CONTRACTORS PROVIDING SERVICES:**
 - a) Contractor with regard to all person its employs whose purpose in whole or in part is the direct delivery of services contracted for with the Government of Guam in this procurement, shall pay such employees in accordance with the Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor for such labor as is

employed in the direct deliverance of deliverables to the government of Guam. 5 GCA §5801 Contractor shall be responsible for flowing down this obligation to its subcontractors.

- b) The Wage Determination most recently issued by the U.S. Department of Labor at the time this Agreement was awarded to Contractor shall be used to determine wages and benefits which shall be paid to employees pursuant to this clause. 5 GCA §5801
- c) Should any contract contain a renewal clause, then at the time of renewal adjustments there shall be stipulations contained in that contract for applying the Wage Determination, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply. 5 GCA §5801
- d) In addition to the Wage Determination detailed above, health and similar benefits for employees having a minimum value as detailed in the wage Determination issued and promulgated by the U.S. Department of Labor shall apply. Contractor shall pay a minimum of ten (10) paid holidays per annum per employee. 5 GCA §5802

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

- e) In addition to any and all other breach of contract actions the Government of Guam may have under this procurement, in the event there is a violation in the process set forth in subsection (e) above, Contractor may be placed on probationary status by the Chief Procurement Officer of the General Service Agency, or its successor, for a period of one (1) year.
- f) During the probationary status, a Contractor shall not be awarded any contract by any instrumentality of the Government of Guam. A Contractor who has been placed on probationary status, or has been assessed a monetary penalty pursuant to 5 G.C.A. Article 13 Title 5 may appeal such penalty or probationary status to the Superior Court of Guam. 5 GCA §5804
- g) Contractor along with all proposed offerors and submitter under this procurement were required to submit a Declaration of Compliance with Wage Determination laws as part of this procurement with a copy of the most recent Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor. 5 GCA §5805
- h) The applicable USDOL Wage Determination Rate Revision (as defined by subsections (b) and (c)) is to this Agreement. Contractor agrees to provide upon written request by the Government of Guam written certification of its compliance with its obligations as part of each invoice, along with the names of any employees, their positions, and detailed wage and benefits paid in keeping with this section. Additionally upon request by Government of Guam the Contractor shall submit source documents as to those individuals provide direct services in part or whole under this Agreement and its payments to them of such wages and benefits.

22. **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. – GAR §11103(b)

23. **PROHIBITION AGAINST CONTINGENT FEES:** The Contractor represents that he has not retained any person or agency upon an Agreement or understanding for a percentage, commission, brokerage, or other contingent arrangement, except for retention of bona fide employees or bona fide established commercial selling agencies, to solicit or secure this Agreement or any other contract with the government of Guam or its agencies. GAR §11108(f)

24. **CONTRACTOR'S WARRANTY AS TO EMPLOYEES AND SEX OFFENSES. Reference 5 GCA §5253 (b):** Contractor warrants that no person providing services on behalf of the Contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry.

Contractor warrants that if any person providing services on behalf of Contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction. Any 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.

25. **POLICY IN FAVOR OF SERVICE-DISABLED VETERAN OWNED BUSINESSES:** P.L. 31-115 (September 20, 2011) 5 GCA §5011 and §5012 In the procurement of any supply or service, (except for professional services), if such supply or service is offered by a Service-Disabled Veteran Owned Business "SDVOB", as defined in 5 GCA § 5012, that is at least fifty one percent (51%) owned by service-disabled veteran(s), and if the supply or service is available within the period that is required for the procurement, and the price for the supply or service does not exceed one hundred five percent (105%) of the lowest bidder price, a

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

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

(a) Notwithstanding any other provision of law, if any entity of the government of Guam or any entity expending governmental funds intends to procure any supply or service which is offered by a business concern that is at least fifty-one percent (51%) owned by women, that entity shall procure such supply or service from that business concern if the supply or service is available within the period required by the procuring entity and the price for the supply or service does not exceed one hundred five percent (105%) of the lowest price bidder, and shall be in addition to any other procurement benefit the women-owned business may qualify for under Guam law. The procuring entity shall determine the lowest price to the entity in the case of more than one (1) women-owned business, or a women-owned business and a service-disabled veteran owned business, who are competing for the same government contract. (b) Qualifications of a Women-Owned Business. A business concern is qualified under Subsection (a) of this Section if: (1) the business concern is licensed to do business on Guam; (2) the business concern maintains its headquarters on Guam; (3) the business concern is at least fifty-one percent (51%) owned by women, who manage day-to-day operations and make long-term decisions; (4) the business concern is certified as a Women-Owned Small Business (WOSB) or an Economically Disadvantaged Women-Owned Small Business (EDWOSB) by the U.S. Small Business Administration; and (5) the owner(s) of the business concern has (have) filed individual tax returns on Guam for a period of at least three (3) consecutive years.

27. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION: The undersigned Bidder certifies that the bid price submitted was independently arrived at without collusion – GAR §3126

28. LICENSING OR CERTIFICATE(S) OF EXEMPTIONS: Bidders are cautioned that the Government will not consider for award any offer submitted by a bidder who cannot comply with the Guam Licensing Law. Specific information on license or exemptions may be obtained from the Director of Revenue and Taxation.

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

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

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

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

GOVERNMENT OF GUAM

GENERAL SERVICES AGENCY
2nd Floor ITC Bldg. Rm. 215,
Tamuning, Guam 96931

BID BOND

NO. GSA-017-25

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 _____ 202__.

(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.

**AFFIDAVIT DISCLOSING OWNERSHIP, INFLUENCE, COMMISSIONS AND
CONFLICTS OF INTEREST**

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

CITY OF _____)
) ss.
 ISLAND OF GUAM)

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

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the Bidder/Offeror/Prospective Contractor and that (please check and fill out all that apply):

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

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

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

Name of Owner	Principal Place of Business Street Address	% of Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

Name of >10% Owner Business or Artificial Person:

--

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

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

--

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

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

Second Tier Owner Name _____

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

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

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

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

Name	Principal Place of Business Street Address	Amount of Compensation
_____	_____	_____
_____	_____	_____

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

Name	Principal Place of Business Street Address
_____	_____
_____	_____

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

Name	Principal Place of Business Street Address
_____	_____
_____	_____

///

///

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

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

Executed on: _____
(date)

Signature of one of the following:
Bidder/Offeror/Prospective Contractor, if a licensed individual
Owner of sole proprietorship Bidder/Offeror/Prospective
Contractor
Partner, if the Bidder/Offeror/Prospective Contractor is a
partnership
Officer, if the Bidder/Offeror/Prospective Contractor is a
corporation

Subscribed and sworn to before me

This ____ day of _____, 20 ____.

NOTARY PUBLIC

My commission expires: _____

DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

Procurement No.: _____

Name of Offeror Company: _____

I, _____ hereby **certify under penalty of perjury**:

(1) That I am _____ [*please select one: 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

"REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Daniel W. Simms Division of
Director Wage Determinations

Wage Determination No.: 2015-5693
Revision No.: 23
Date Of Last Revision: 12/23/2024

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.75 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 2025.
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The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

States: Guam, Northern Marianas, Wake Island

Area: Guam Statewide
Northern Marianas Statewide
Wake Island Statewide

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.27***
01012 - Accounting Clerk II		16.02***
01013 - Accounting Clerk III		17.93
01020 - Administrative Assistant		21.97
01035 - Court Reporter		17.40***
01041 - Customer Service Representative I		12.78***
01042 - Customer Service Representative II		14.23***
01043 - Customer Service Representative III		15.65***
01051 - Data Entry Operator I		12.16***
01052 - Data Entry Operator II		13.27***
01060 - Dispatcher, Motor Vehicle		17.39***
01070 - Document Preparation Clerk		13.85***
01090 - Duplicating Machine Operator		13.85***
01111 - General Clerk I		11.33***
01112 - General Clerk II		12.36***
01113 - General Clerk III		13.88***
01120 - Housing Referral Assistant		19.39
01141 - Messenger Courier		11.37***
01191 - Order Clerk I		12.57***
01192 - Order Clerk II		13.71***
01261 - Personnel Assistant (Employment) I		15.95***
01262 - Personnel Assistant (Employment) II		17.85

01263 - Personnel Assistant (Employment) III	19.89
01270 - Production Control Clerk	22.97
01290 - Rental Clerk	11.10***
01300 - Scheduler, Maintenance	15.55***
01311 - Secretary I	15.55***
01312 - Secretary II	17.40***
01313 - Secretary III	19.39
01320 - Service Order Dispatcher	15.40***
01410 - Supply Technician	21.97
01420 - Survey Worker	16.99***
01460 - Switchboard Operator/Receptionist	10.78***
01531 - Travel Clerk I	13.65***
01532 - Travel Clerk II	15.32***
01533 - Travel Clerk III	16.60***
01611 - Word Processor I	14.53***
01612 - Word Processor II	16.31***
01613 - Word Processor III	18.26
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	17.40***
05010 - Automotive Electrician	16.34***
05040 - Automotive Glass Installer	15.28***
05070 - Automotive Worker	15.28***
05110 - Mobile Equipment Servicer	13.11***
05130 - Motor Equipment Metal Mechanic	17.40***
05160 - Motor Equipment Metal Worker	15.28***
05190 - Motor Vehicle Mechanic	17.40***
05220 - Motor Vehicle Mechanic Helper	12.00***
05250 - Motor Vehicle Upholstery Worker	14.22***
05280 - Motor Vehicle Wrecker	15.28***
05310 - Painter, Automotive	16.34***
05340 - Radiator Repair Specialist	15.28***
05370 - Tire Repairer	12.67***
05400 - Transmission Repair Specialist	17.40***
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.21***
07041 - Cook I	15.29***
07042 - Cook II	17.82
07070 - Dishwasher	10.00***
07130 - Food Service Worker	10.18***
07210 - Meat Cutter	13.34***
07260 - Waiter/Waitress	9.89***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.70
09040 - Furniture Handler	11.94***
09080 - Furniture Refinisher	19.70
09090 - Furniture Refinisher Helper	14.47***
09110 - Furniture Repairer, Minor	17.15***
09130 - Upholsterer	19.70
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.12***
11060 - Elevator Operator	10.38***
11090 - Gardener	15.28***
11122 - Housekeeping Aide	10.38***
11150 - Janitor	10.38***
11210 - Laborer, Grounds Maintenance	11.55***
11240 - Maid or Houseman	10.24***
11260 - Pruner	10.34***
11270 - Tractor Operator	13.99***
11330 - Trail Maintenance Worker	11.55***
11360 - Window Cleaner	11.60***
12000 - Health Occupations	
12010 - Ambulance Driver	20.86
12011 - Breath Alcohol Technician	20.86
12012 - Certified Occupational Therapist Assistant	28.62
12015 - Certified Physical Therapist Assistant	28.62

12020 - Dental Assistant	18.79
12025 - Dental Hygienist	39.73
12030 - EKG Technician	31.60
12035 - Electroneurodiagnostic Technologist	31.60
12040 - Emergency Medical Technician	20.86
12071 - Licensed Practical Nurse I	18.65
12072 - Licensed Practical Nurse II	20.86
12073 - Licensed Practical Nurse III	23.25
12100 - Medical Assistant	14.50***
12130 - Medical Laboratory Technician	18.93
12160 - Medical Record Clerk	14.97***
12190 - Medical Record Technician	17.77
12195 - Medical Transcriptionist	18.65
12210 - Nuclear Medicine Technologist	45.85
12221 - Nursing Assistant I	12.43***
12222 - Nursing Assistant II	13.99***
12223 - Nursing Assistant III	15.26***
12224 - Nursing Assistant IV	17.12***
12235 - Optical Dispenser	20.86
12236 - Optical Technician	18.65
12250 - Pharmacy Technician	15.49***
12280 - Phlebotomist	18.65
12305 - Radiologic Technologist	31.60
12311 - Registered Nurse I	25.85
12312 - Registered Nurse II	31.60
12313 - Registered Nurse II, Specialist	31.60
12314 - Registered Nurse III	38.24
12315 - Registered Nurse III, Anesthetist	38.24
12316 - Registered Nurse IV	45.85
12317 - Scheduler (Drug and Alcohol Testing)	25.85
12320 - Substance Abuse Treatment Counselor	25.85
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.42
13012 - Exhibits Specialist II	26.53
13013 - Exhibits Specialist III	32.45
13041 - Illustrator I	21.42
13042 - Illustrator II	26.53
13043 - Illustrator III	32.45
13047 - Librarian	29.38
13050 - Library Aide/Clerk	17.05***
13054 - Library Information Technology Systems Administrator	26.53
13058 - Library Technician	18.11
13061 - Media Specialist I	19.15
13062 - Media Specialist II	21.42
13063 - Media Specialist III	23.87
13071 - Photographer I	19.15
13072 - Photographer II	21.42
13073 - Photographer III	26.53
13074 - Photographer IV	32.45
13075 - Photographer V	39.27
13090 - Technical Order Library Clerk	21.42
13110 - Video Teleconference Technician	19.15
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.71***
14042 - Computer Operator II	17.22***
14043 - Computer Operator III	19.19
14044 - Computer Operator IV	21.33
14045 - Computer Operator V	23.62
14071 - Computer Programmer I	(see 1) 15.73***
14072 - Computer Programmer II	(see 1) 19.50
14073 - Computer Programmer III	(see 1) 23.84
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1) 24.23
14102 - Computer Systems Analyst II	(see 1)

14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		15.71***
14160 - Personal Computer Support Technician		21.33
14170 - System Support Specialist		21.24
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		24.23
15020 - Aircrew Training Devices Instructor (Rated)		29.32
15030 - Air Crew Training Devices Instructor (Pilot)		34.91
15050 - Computer Based Training Specialist / Instructor		24.23
15060 - Educational Technologist		31.17
15070 - Flight Instructor (Pilot)		34.91
15080 - Graphic Artist		20.47
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		34.91
15086 - Maintenance Test Pilot, Rotary Wing		34.91
15088 - Non-Maintenance Test/Co-Pilot		34.91
15090 - Technical Instructor		17.67***
15095 - Technical Instructor/Course Developer		23.78
15110 - Test Proctor		15.70***
15120 - Tutor		15.70***
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		11.38***
16030 - Counter Attendant		11.38***
16040 - Dry Cleaner		12.98***
16070 - Finisher, Flatwork, Machine		11.38***
16090 - Presser, Hand		11.38***
16110 - Presser, Machine, Drycleaning		11.38***
16130 - Presser, Machine, Shirts		11.38***
16160 - Presser, Machine, Wearing Apparel, Laundry		11.38***
16190 - Sewing Machine Operator		13.53***
16220 - Tailor		14.07***
16250 - Washer, Machine		11.91***
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.70
19040 - Tool And Die Maker		24.77
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		15.36***
21030 - Material Coordinator		22.97
21040 - Material Expediter		22.97
21050 - Material Handling Laborer		13.83***
21071 - Order Filler		10.62***
21080 - Production Line Worker (Food Processing)		15.36***
21110 - Shipping Packer		17.12***
21130 - Shipping/Receiving Clerk		17.12***
21140 - Store Worker I		16.59***
21150 - Stock Clerk		23.33
21210 - Tools And Parts Attendant		15.36***
21410 - Warehouse Specialist		15.36***
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		25.04
23019 - Aircraft Logs and Records Technician		19.47
23021 - Aircraft Mechanic I		23.84
23022 - Aircraft Mechanic II		25.04
23023 - Aircraft Mechanic III		26.30
23040 - Aircraft Mechanic Helper		16.58***
23050 - Aircraft, Painter		22.39
23060 - Aircraft Servicer		19.47
23070 - Aircraft Survival Flight Equipment Technician		22.39
23080 - Aircraft Worker		21.03
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		21.03
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II		23.84
23110 - Appliance Mechanic		19.70
23120 - Bicycle Repairer		15.81***
23125 - Cable Splicer		24.19

23130 - Carpenter, Maintenance	17.58***
23140 - Carpet Layer	18.43
23160 - Electrician, Maintenance	20.04
23181 - Electronics Technician Maintenance I	18.43
23182 - Electronics Technician Maintenance II	19.70
23183 - Electronics Technician Maintenance III	20.98
23260 - Fabric Worker	17.15***
23290 - Fire Alarm System Mechanic	16.77***
23310 - Fire Extinguisher Repairer	15.81***
23311 - Fuel Distribution System Mechanic	20.98
23312 - Fuel Distribution System Operator	15.81***
23370 - General Maintenance Worker	13.77***
23380 - Ground Support Equipment Mechanic	23.84
23381 - Ground Support Equipment Servicer	19.47
23382 - Ground Support Equipment Worker	21.03
23391 - Gunsmith I	15.81***
23392 - Gunsmith II	18.43
23393 - Gunsmith III	20.98
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.22
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	21.51
23430 - Heavy Equipment Mechanic	20.41
23440 - Heavy Equipment Operator	18.33
23460 - Instrument Mechanic	20.98
23465 - Laboratory/Shelter Mechanic	19.70
23470 - Laborer	13.83***
23510 - Locksmith	19.70
23530 - Machinery Maintenance Mechanic	25.08
23550 - Machinist, Maintenance	20.98
23580 - Maintenance Trades Helper	11.77***
23591 - Metrology Technician I	20.98
23592 - Metrology Technician II	22.31
23593 - Metrology Technician III	23.62
23640 - Millwright	20.98
23710 - Office Appliance Repairer	19.46
23760 - Painter, Maintenance	18.74
23790 - Pipefitter, Maintenance	19.96
23810 - Plumber, Maintenance	18.75
23820 - Pneudraulic Systems Mechanic	20.98
23850 - Rigger	20.98
23870 - Scale Mechanic	18.43
23890 - Sheet-Metal Worker, Maintenance	20.80
23910 - Small Engine Mechanic	18.43
23931 - Telecommunications Mechanic I	20.98
23932 - Telecommunications Mechanic II	22.31
23950 - Telephone Lineman	22.68
23960 - Welder, Combination, Maintenance	19.96
23965 - Well Driller	21.13
23970 - Woodcraft Worker	20.98
23980 - Woodworker	15.81***
24000 - Personal Needs Occupations	
24550 - Case Manager	16.09***
24570 - Child Care Attendant	10.22***
24580 - Child Care Center Clerk	13.25***
24610 - Chore Aide	14.06***
24620 - Family Readiness And Support Services Coordinator	16.09***
24630 - Homemaker	16.12***
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.79
25040 - Sewage Plant Operator	22.89
25070 - Stationary Engineer	22.79
25190 - Ventilation Equipment Tender	15.72***
25210 - Water Treatment Plant Operator	22.89

27000 - Protective Service Occupations	
27004 - Alarm Monitor	11.21***
27007 - Baggage Inspector	10.02***
27008 - Corrections Officer	14.59***
27010 - Court Security Officer	14.59***
27030 - Detection Dog Handler	11.21***
27040 - Detention Officer	14.59***
27070 - Firefighter	14.59***
27101 - Guard I	10.02***
27102 - Guard II	11.21***
27131 - Police Officer I	14.59***
27132 - Police Officer II	16.21***
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.44***
28042 - Carnival Equipment Repairer	14.68***
28043 - Carnival Worker	9.93***
28210 - Gate Attendant/Gate Tender	13.18***
28310 - Lifeguard	11.60***
28350 - Park Attendant (Aide)	14.74***
28510 - Recreation Aide/Health Facility Attendant	11.84***
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	26.02
29020 - Hatch Tender	26.02
29030 - Line Handler	26.02
29041 - Stevedore I	24.21
29042 - Stevedore II	27.82
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	45.21
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	31.17
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	34.34
30021 - Archeological Technician I	18.41
30022 - Archeological Technician II	20.59
30023 - Archeological Technician III	25.51
30030 - Cartographic Technician	25.51
30040 - Civil Engineering Technician	25.51
30051 - Cryogenic Technician I	28.25
30052 - Cryogenic Technician II	31.21
30061 - Drafter/CAD Operator I	18.41
30062 - Drafter/CAD Operator II	20.59
30063 - Drafter/CAD Operator III	22.96
30064 - Drafter/CAD Operator IV	28.25
30081 - Engineering Technician I	17.32***
30082 - Engineering Technician II	19.44
30083 - Engineering Technician III	21.74
30084 - Engineering Technician IV	26.94
30085 - Engineering Technician V	32.95
30086 - Engineering Technician VI	39.86
30090 - Environmental Technician	25.51
30095 - Evidence Control Specialist	25.51
30210 - Laboratory Technician	22.96
30221 - Latent Fingerprint Technician I	28.25
30222 - Latent Fingerprint Technician II	31.21
30240 - Mathematical Technician	25.51
30361 - Paralegal/Legal Assistant I	19.54
30362 - Paralegal/Legal Assistant II	24.21
30363 - Paralegal/Legal Assistant III	29.61
30364 - Paralegal/Legal Assistant IV	35.83
30375 - Petroleum Supply Specialist	31.21
30390 - Photo-Optics Technician	25.51
30395 - Radiation Control Technician	31.21
30461 - Technical Writer I	25.51
30462 - Technical Writer II	31.21

30463 - Technical Writer III	37.75
30491 - Unexploded Ordnance (UXO) Technician I	28.73
30492 - Unexploded Ordnance (UXO) Technician II	34.76
30493 - Unexploded Ordnance (UXO) Technician III	41.67
30494 - Unexploded (UXO) Safety Escort	28.73
30495 - Unexploded (UXO) Sweep Personnel	28.73
30501 - Weather Forecaster I	28.25
30502 - Weather Forecaster II	34.36
30620 - Weather Observer, Combined Upper Air Or	(see 2) 22.96
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 25.51
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	34.76
31020 - Bus Aide	8.97***
31030 - Bus Driver	12.75***
31043 - Driver Courier	10.26***
31260 - Parking and Lot Attendant	9.91***
31290 - Shuttle Bus Driver	11.65***
31310 - Taxi Driver	11.41***
31361 - Truckdriver, Light	11.21***
31362 - Truckdriver, Medium	12.16***
31363 - Truckdriver, Heavy	17.57***
31364 - Truckdriver, Tractor-Trailer	17.57***
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	16.95***
99030 - Cashier	10.26***
99050 - Desk Clerk	10.01***
99095 - Embalmer	28.73
99130 - Flight Follower	28.73
99251 - Laboratory Animal Caretaker I	25.47
99252 - Laboratory Animal Caretaker II	27.83
99260 - Marketing Analyst	21.54
99310 - Mortician	28.73
99410 - Pest Controller	16.07***
99510 - Photofinishing Worker	15.10***
99710 - Recycling Laborer	17.32***
99711 - Recycling Specialist	23.38
99730 - Refuse Collector	16.40***
99810 - Sales Clerk	10.63***
99820 - School Crossing Guard	18.82
99830 - Survey Party Chief	24.38
99831 - Surveying Aide	13.87***
99832 - Surveying Technician	18.02
99840 - Vending Machine Attendant	25.47
99841 - Vending Machine Repairer	32.44
99842 - Vending Machine Repairer Helper	25.47

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

HEALTH & WELFARE EO 13706: \$4.93 per hour, up to 40 hours per week, or \$197.20 per week, or \$854.53 per month*

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

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

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

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

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

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

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

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

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

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

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

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you

work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

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

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dyeing, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

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

**** UNIFORM ALLOWANCE ****

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

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

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

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

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

Special Provisions

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

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

_____ Signature of Bidder Proposer, if an individual; Partner, if a partnership; Officer, if a corporation.	_____ Date
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Subscribed and sworn before me this _____ day of _____, 202__

NOTARY PUBLIC
My commission expires, _____, _____.

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, _____, hereby certify
(Name and title of official)

On behalf of _____ that:
(Name of Bidder/Company Name)

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name _____

Type or print name _____

Signature of authorized representative _____ Date ___/___/___

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

Subscribed and sworn to before me this ___ day of _____, 202__.

NOTARY PUBLIC
My commission expires, _____

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QTY.</u>	<u>UOM</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
1.0	Articulating Boom Lift (Latest Model) As per the following specifications:	1	EA	\$ _____	\$ _____

GENERALS:

The specifications have been written to describe minimum equipment and performance requirements to be supplied by the equipment manufacturer bidding. Reasonable test may be conducted upon delivery before acceptance.

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

Articulating Boom Lift shall be new / unused, current model year production.

Articulating Boom Lift shall be supplied with all standard equipment and accessories indicated in manufacturer’s published literature/brochure unless specifically deleted as stated in this specification. Optional equipment necessary to meet the requirement of this specification shall be installed.

SPECIFICATIONS:

BIDDING ON/REMARKS

TYPE OF CONTRUCTION LIFT:

Articulating Boom Lift

POWER:

Drive and Steer: 4WD X 2WS

System Voltage: 12VDC

Diesel Fuel Tank Capacity: Standard manufacture recommended

Hydraulic Tank Capacity: Standard manufacture recommended

CONTROL SYSTEM:

Three (3) Joysticks - Variable Proportional Control
and Accuracy in reach target

Display Screen – display fault and status
information, machine status, fault diagnosis, parameters
and settings.

LOAD CAPACITY:

Minimum of two (2) persons

Load Capacity: Minimum of 550lbs

LIFT HEIGHT REQUIREMENT:

Platform Height: Minimum of 70FT

Working Height: Minimum of 75FT

ROTATION REQUIREMENT:

Turntable Rotation: 360°

WHEELS / TIRES:

Each vehicle shall be supplied with four (4) matching wheels and foam filled tires. Non-Marking Tires

WARRANTY:

Minimum 5-year warranty to include parts and labor.
Equipment service/maintenance to be scheduled as recommended by manufacturer.

ACCESSORIES:

Horn and Buzzer
Flashing Beacon
Emergency Stop and Lowering System
Weighing System
Manual storage box

TRAINING:

The successful bidder shall provide comprehensive Operator Familiarization training for no less than five Department of Military Affairs personnel

COLOR:

Department of Military Affairs reserves the right to Make final selection of color options.

Service\Maintenance and Repair Manuals

The successful bidder shall provide (1) complete set of the most current service \ shop repair manuals Book Form or CD ROM or access to them electronically at no additional cost during the life of the Articulating Boom Lift. Manuals shall cover the entire Articulating Boom Lift to include: Engine, Transmission, Body, Chassis, Wiring locators\diagrams and all parts manuals associated with Articulating Boom Lift. If this cannot be provided, relative technical assistance shall be provided through the life of the Articulating Boom Lift at no cost to the government. Statement of compliance shall be present at the time of Articulating Boom Lift delivery.

() Yes, offer as requested: _____

() No, remarks: _____

Service Required: Manufacturer’s recommended preventive maintenance as defined by the manufacturer’s scheduled maintenance guide shall be performed through the duration of Manufacturer’s powertrain warranty, all parts, labor, and disposal fees included at “No Cost to the Government of Guam”. (Documentation\Service contract shall be included with the delivery of vehicle).

() Yes, offer as requested: _____

() No, remarks: _____

Warranty: *(All guarantee, warranty, and service periods begin on date of delivery).*

1. The successful bidder shall **guarantee** all parts, components, materials and workmanship associated with the Articulating Boom Lift delivered to be free from defects for the period of (1) year starting at the date of delivery. Unlimited to include lights, fuses etc. **Unless defect is determined to be caused by obvious operator negligence.**

() **Yes**, offer as requested: _____
() **No**, remarks: _____

2. The successful bidder shall provide the manufacture's standard warranty. Certification of warranty and its limitations shall be provided upon delivery of Articulating Boom Lift.

() **Yes**, offer as requested: _____
() **No**, remarks: _____

3. The successful bidder shall be fully responsible to entertain, address, negotiate and schedule any and all warranty related issues whether in house or with outside vendors.

() **Yes**, offer as requested: _____
() **No**, remarks: _____

4. The successful bidder shall provide service such as diagnostic, repair or adjustment of the Articulating Boom Lift on the government premises or field location. If repair cannot be done on location, bidder shall have Articulating Boom Lift transferred to shop where repair can be executed at any time within the warranty period.

() **Yes**, offer as requested: _____
() **No**, remarks: _____

Warranty and service conditions:

1. The successful bidder shall be responsible for all cost associated with warranty and service. **To include but not limited to: Transport, diagnostic, parts, labor, disposal etc.**

() **Yes**, offer as requested: _____
() **No**, remarks: _____

2. During warranty period, the Government of Guam will not be liable for diagnostic fees not covered by warranty. Exception: Defect determined to be caused by obvious operator negligence.

() **Yes**, offer as requested: _____
() **No**, remarks: _____

3. All warranty and maintenance services shall be performed by manufacture\factory trained, authorized technicians.

() **Yes**, offer as requested: _____
() **No**, remarks: _____

4. Due to nature of services provided by the Government of Guam all maintenance and warranty repairs shall be subject to priority scheduling and performed expeditiously.

() **Yes**, offer as requested: _____
() **No**, remarks: _____

5. If the Articulating Boom Lift is out of service for three (3) consecutive days or longer awaiting parts, service or repairs, the total amount of time shall be added to existing warranty period.

() **Yes**, offer as requested: _____
() **No**, remarks: _____

6. Through the duration of Warranty periods specified, if Articulating Boom Lift is out of service pending parts or repairs for two (2) consecutive days or longer, an equivalent loaner Articulating Boom Lift shall be provided at no cost to the Government of Guam.

() Yes, offer as requested: _____

() No, remarks: _____

7. If the Articulating Boom Lift is inoperable/undrivable, towing service is required to, from, and returned, during the vehicle warranty period, at no cost to the Government of Guam.

() Yes, offer as requested: _____

() No, remarks: _____

NOTE:

Partial deliveries will not be accepted. All requirement specified must be provided and installed at time of delivery.

Articulating Boom Lift must be inspected and pass inspection by authorized safety inspection station.

Articulating Boom Lift must be delivered to the Department of Military Affairs.

BIDDING ON:

MANUFACTURED BY: _____

YEAR: _____

MAKE: _____

MODEL: _____

DATE OF DELIVERY: _____

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QTY.</u>	<u>UOM</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
2.0	Indoor Scissor Lift (Latest Model)	1	EA	\$ _____	\$ _____

As per the following specifications:

GENERALS:

The specifications have been written to describe minimum equipment and performance requirements to be supplied by the equipment manufacturer bidding. Reasonable test may be conducted upon delivery before acceptance.

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

Indoor Scissor Lift shall be new / unused, current model year production.

Indoor Scissor Lift shall be supplied with all standard equipment and accessories indicated in manufacturer’s published literature/brochure unless specifically deleted as stated in this specification. Optional equipment necessary to meet the requirement of this specification shall be installed.

SPECIFICATIONS:

BIDDING ON/REMARKS

TYPE OF CONSTRUCTION LIFT:

Indoor Scissor Lift

POWER:

System Voltage and Drive: 24V Electric
 Motor: Asynchronous
 Batteries: 24V – 225 Ah
 Charger: 110V, 27A multi-voltage
 Power to Platform: 120VAC
 Hydraulic Tank Capacity: Standard manufacture recommended

CONTROL SYSTEM:

Ergonomic upper control box with grab handle and speed selector, dashboard display with critical alert icons, fuel and battery indicators, and temperature and potential technical failure alerts. Ability to pass through standard double-door entrances.

LOAD CAPACITY:

Minimum of one (1) person, maximum of two (2) persons
 Load Capacity: Minimum of 550 lbs
 Extended Platform Safe Working Load Capacity:
 Minimum of 265 lbs

PLATFORM, LIFT, AND TILT REQUIREMENTS:

Platform Size: Minimum of 94in x 32in
 Indoor Platform Height: Minimum of 25ft

Outdoor Platform Height: Minimum of 17ft
Indoor Working Height: Minimum of 31ft
Outdoor Working Height: Minimum of 23ft
Tilt: Minimum of 3.5 degrees longitudinal, 1.5 degrees lateral

WHEELS/TIRES:

Each vehicle shall be supplied with two (2) front steering wheels, two (2) rear drive wheels, and non-marking solid tires.

WARRANTY:

Minimum 5- year warranty to include parts and labor.
Equipment service/maintenance to be scheduled as recommended by manufacturer.

ACCESSORIES:

Secondary guarding device
Pothole guards
Reinforced and foldable guardrails
Lateral and longitudinal forklift pockets
Swing gate entry
Motion alarm
Electric brake release system

TRAINING:

The successful bidder shall provide comprehensive Operator Familiarization training for no less than five Department of Military Affairs personnel

COLOR:

Department of Military Affairs reserves the right to Make final selection of color options.

Service\Maintenance and Repair Manuals

The successful bidder shall provide (1) complete set of the most current service \ shop repair manuals Book Form or CD ROM or access to them electronically at no additional cost during the life of the Indoor Scissor Lift. Manuals shall cover the entire Indoor Scissor Lift to include: Engine, Transmission, Body, Chassis, Wiring locators\diagrams and all parts manuals associated with Indoor Scissor Lift. If this cannot be provided, relative technical assistance shall be provided through the life of the Indoor Scissor Lift at no cost to the government. Statement of compliance shall be present at the time of Scissor Lift delivery.

() Yes, offer as requested: _____

() No, remarks: _____

Service Required: Manufacturer's recommended preventive maintenance as defined by the manufacturer's scheduled maintenance guide shall be performed through the duration of Manufacturer's powertrain warranty, all parts, labor, and disposal fees included at "No Cost to the Government of Guam". (Documentation\Service contract shall be included with the delivery of vehicle).

() Yes, offer as requested: _____

() No, remarks: _____

Warranty: (All guarantee, warranty, and service periods begin on date of delivery).

1. The successful bidder shall **guarantee** all parts, components, materials and workmanship associated with the Indoor Scissor Lift delivered to be free from defects for the period of (1) year starting at the date of delivery. Unlimited to include lights, fuses etc. **Unless defect is determined to be caused by obvious operator negligence.**

() Yes, offer as requested: _____

() No, remarks: _____

2. The successful bidder shall provide the manufacture's standard warranty. Certification of warranty and its limitations shall be provided upon delivery of Indoor Scissor Lift.

() Yes, offer as requested: _____

() No, remarks: _____

3. The successful bidder shall be fully responsible to entertain, address, negotiate and schedule any and all warranty related issues whether in house or with outside vendors.

() Yes, offer as requested: _____

() No, remarks: _____

4. The successful bidder shall provide service such as diagnostic, repair or adjustment of the Indoor Scissor Lift on the government premises or field location. If repair cannot be done on location, bidder shall have Indoor Scissor Lift transferred to shop where repair can be executed at any time within the warranty period.

() Yes, offer as requested: _____

() No, remarks: _____

Warranty and service conditions:

1. The successful bidder shall be responsible for all cost associated with warranty and service.

To include but not limited to: Transport, diagnostic, parts, labor, disposal etc.

() Yes, offer as requested: _____

() No, remarks: _____

2. During warranty period, the Government of Guam will not be liable for diagnostic fees not covered by warranty. Exception: Defect determined to be caused by obvious operator negligence.

() Yes, offer as requested: _____

() No, remarks: _____

3. All warranty and maintenance services shall be performed by manufacture\factory trained, authorized technicians.

() Yes, offer as requested: _____

() No, remarks: _____

4. Due to nature of services provided by the Government of Guam all maintenance and warranty repairs shall be subject to priority scheduling and performed expeditiously.

() Yes, offer as requested: _____

() No, remarks: _____

5. If the Indoor Scissor Lift is out of service for three (3) consecutive days or longer awaiting parts, service or repairs, the total amount of time shall be added to existing warranty period.

() Yes, offer as requested: _____

() No, remarks: _____

6. Through the duration of Warranty periods specified, if Indoor Scissor Lift is out of service pending parts or repairs for two (2) consecutive days or longer, an equivalent loaner Indoor Scissor Lift shall be provided at no cost to the Government of Guam.

() Yes, offer as requested: _____

() No, remarks: _____

7. If the Indoor Scissor Lift is inoperable/undrivable, towing service is required to, from, and returned, during the vehicle warranty period, at no cost to the Government of Guam.

() Yes, offer as requested: _____

() No, remarks: _____

NOTE:

Partial deliveries will not be accepted. All requirement specified must be provided and installed at time of delivery.

Indoor Scissor Lift must be inspected and pass inspection by authorized safety inspection station.

Indoor Scissor Lift must be delivered to the Department of Military Affairs.

BIDDING ON:

MANUFACTURED BY: _____

YEAR: _____

MAKE: _____

MODEL: _____

DATE OF DELIVERY: _____

These specifications were prepared by the staff of the Department of Military Affairs, and approved by Kathleen A. Peredo, Quartermaster.

General Service Agency
2nd Floor ITC Bldg. Rm. 230, Tamuning, Guam 96931
Bidders Register

Bid No. CSA-017-25
 Description Articulating Boom Lift and Indoor Scissor Lift (Latest Model)
 Amendment _____
 Opening Date: _____
 Time: _____

No.	Vendor (Please Print)	Print Full Name	Signature	Date/Time Vendor Picked Up Package	Fax No.	Phone No.	Email Address	Bid Submission		Receiver
								Date	Time	
1	MORRICO EQUIPMENT LLC	PATRICK MAFNAS CHAR GUALAF	WEB	2/24/25 8:15 AM	N/A	649-1946 688-0309	PATRICK.MAFNAS@MORRICOEQUIPMENT.COM SALES@MORRICOEQUIPMENT.COM	03/21/2025	1349	
2	FAR EAST EQUIPMENT LLC	JOHN ALEXIUS LIMITACO JR.	WEB	2/25/25 2:27 PM	473-4370	889-6270	JLIMITACO@FAR-EAST-EQUIPMENT.COM RMANOS@FAR-EAST-EQUIPMENT.COM MREYES@FAR-EAST-EQUIPMENT.COM	03/21/2025	1346	
3	INTERNATIONAL ROYAL INC.	GURVINDEP SOBTI	WEB	2/26/25 11:30 AM	649-5313	646-6500	BICESOBTI@GMAIL.COM	03/21/2025	1354	
4	Far East Equipment Company	John Alexis Limitaco Jr.	/	03/21/25 1346	671-473-4370	671-888-6270				
5	Morrico Equipment	Jesse Munoz		03/21/25 1349	671-649-446	671-449-1947				
6	International Royal Inc.	Kekoa Tydingco		03/21/25 1354	671-646-6500					
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15										

Amendments to IFB



**DEPARTMENT OF
ADMINISTRATION**
DIPATTAMENTON ATMENESTRASION
GENERAL SERVICES AGENCY DIVISION
(Ahension Setbision Hinirat)
Telephone (Telifon): (671) 475-1705/1712/1713



March 7, 2025

Invitation for Bid
GSA-017-25

AMENDMENT #1

Articulating Boom Lift and Indoor Scissor Lift (Latest Model)

- 1.) Amend page 2 of 45.

From:

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) **10:00a.m.**, Date: **03/17/2025** and shall be publicly opened. Bid submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions, and Sealed Bid Solicitation for details.

To now read:

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) **2:00p.m.**, Date: **03/21/2025** and shall be publicly opened. Bid submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions, and Sealed Bid Solicitation for details.

- 2.) Amend and replace page 3 of 45 with the attached "**Revised page 3 of 45**" dated 03/07/25.
- 3.) Amend and replace page 4 of 45 with the attached "**Revised page 4 of 45**" dated 03/07/25.

All others remain unchanged.


Andriana Quitugua
Acting Chief Procurement Officer

Please Print
Acknowledgement Copy (Email to GSA)

Received By _____
Date _____
Company Name _____
Email to: gsaprocurement@gsadon.guam.gov

INVITATION FOR BID CONTRACT


ANDRIANA QUITUGUA
Acting Chief Procurement Officer

ISSUING OFFICE:
GENERAL SERVICES AGENCY
GOVERNMENT OF GUAM
2nd FLOOR ITC BLDG. RM. 215,
TAMUNING, GUAM 96931

DATE ISSUED: **February 24, 2025**

BID INVITATION NO: **GSA-017-25**

BID FOR: Articulating Boom Lift and Indoor Scissor Lift (Latest Model)
SPECIFICATION: **SEE ATTACHED**
DESTINATION: DEPARTMENT OF MILLITARY AFFAIRS

REQUIRED DELIVERY DATE: **90 Days Upon Receipt of Purchase Order.**

INSTRUCTION TO BIDDERS:

INDICATE WHETHER: INDIVIDUAL PARTNERSHIP CORPORATION

INCORPORATED IN: _____

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) **2:00pm**, Date: **03/21/2025** and shall be publicly opened. Bid submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions, and Sealed Bid Solicitation for details.

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

NAME AND ADDRESS OF BIDDER:

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS BID:

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

ITEM NO(S). AWARDED: _____

CONTRACTING OFFICER:

ANDRIANA QUITUGUA
Acting Chief Procurement Officer

NAME AND ADDRESS OF CONTRACTOR:

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS CONTRACT:

CONTRACT TERMS AND CONDITIONS

GSA-017-25 Articulating Boom Lift and Indoor Scissor Lift (Latest Model)

Article I

Contract Terms

- 1.1 Required Delivery Date.** The Awardee shall provide the goods/services within ninety (90) days of receipt of purchase order.

Article II

Prohibitions

2.1 REPRESENTATION REGARDING GRATUITIES AND KICKBACKS

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

2.2 REPRESENTATION REGARDING CONTINGENT FEES

The contractor represents that it has not retained a person to solicit or secure a territorial contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

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

The bidder, offeror, or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.

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

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

Questions and Concerns



EDWARD M. BIRN
Director (Direktot)
ELIZABETH T. FISHER
Deputy Director (Sigundo Direktot)

**DEPARTMENT OF
ADMINISTRATION**
DIPATTAMENTON ATMENESTRASION
GENERAL SERVICES AGENCY DIVISION
(Ahension Setbision Hinirat)
Telephone (Telifon): (671) 475-1705/1712/1713



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

March 7, 2025

Invitation For Bid
GSA-017-25
Articulating Boom Lift and Indoor Scissor Lift (Latest Model)

Questions and Concerns received from Far East Equipment Company, LLC on February 25, 2025.

1. Is the funding for this bid Local or Federal funds?
Response: Funding is Federal funds with Local Matching funds
2. If Federal funds, does this bid require "Buy America" or Buy American"?
Response: Build America, Buy America does not apply to the purchase of this equipment.
3. If "Buy America" or "Buy American" is not required, is there a BABA waiver?
Response: No

Questions and Concerns received from Morrico Equipment, LLC on March 5, 2025.

1. Required Delivery Date: 35 – 45 Days Upon Receipt of Purchase Order requests delivery date extended to 75 to 90 days, for both articulating boom lift and indoor scissor lift.
Response: See Amendment #1
2. Bid Opening: 03/17/2025 at 10:00 AM - Morrico Equipment requests bid opening date pushed to 19 March 2025. Time of 10:00 AM remains the same.
Response: See Amendment #1

Please Note: Follow up/Clarification to the Questions and Concerns responses dated 03/07/2025 must be submitted to the General Services Agency via email to gsaprocurement@gsadoa.guam.gov no later than 5pm, Monday, March 10, 2025.


Andriana Quitugua
Acting Chief Procurement Officer

Please Print
Acknowledgement Copy (Email to GSA)
Received By _____
Date _____
Company Name _____
Email to: gsaprocurement@gsadoa.guam.gov

Logs of Bids or Registry of Proposals Received

General Service Agency
2nd Floor ITC Bldg. Rm. 230, Tamuning, Guam 96931
Bidders Register

Bid No. GSA-017-25

Description Articulating Boom Lift and Indoor Scissor Lift (Latest Model)

Amendment _____

Opening Date: _____

Time: _____

No.	Vendor (Please Print)	Print Full Name	Signature	Date/Time Vendor Picked Up Package	Fax No.	Phone No.	Email Address	Bid Submission		Receiver
								Date	Time	
1	MORRICO EQUIPMENT LLC	PATRICK MAFIAS CHAR. GUSLAF	WEB	2/24/25 8:15AM	N/A	649-1946 688-0309	PATRICK@MORRICOEQUIPMENT.COM SALES@MORRICOEQUIPMENT.COM	03/21/2025	1349	
2	FAR EAST EQUIPMENT LLC	JOHN ALEXIUS LIMITACO JR.	WEB	2/25/25 2:27 PM	473-4370	628-6270	JOHN@FAR-EAST-EQUIPMENT.COM RENTALS@FAR-EAST-EQUIPMENT.COM MREYES@FAR-EAST-EQUIPMENT.COM	03/21/2025	1346	
3	INTERNATIONAL ROYAL INC.	CURVIN DETZ SOBTI	WEB	2/26/25 11:30 AM	649-5313	646-6500	BISSOBTI@GMAIL.COM	03/21/2025	1354	
4	Far East Equipment Company	John Alexis Limitaco Jr.	/	03/21/25 1346	671-473-4370	671-888-6270				
5	Morrice Equipment	Jesse Munoz		03/21/25 1349	671-649-646	671-649-1947				
6	International Royal Inc.	Kekoa Tydungco		03/21/25 1354	671-646-6500					
7										
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Each Bid or Proposal Received
(Bidder 1 : Morrico Equipment LLC)



GENERAL SERVICES AGENCY
(Ahensian Setbision Hinirat)
Government of Guam

2nd Floor ITC Bldg. Rm. 215, Tamuning, Guam 96931
Tel: 475-1705*475-1712*475-1713*

Accountability * Impartiality * Competence * Openness * Value

INVITATION FOR BID NO: GSA-017-25

DESCRIPTION:

Articulating Boom Lift and Indoor Scissor Lift (Latest Model)

SPECIAL REMINDER TO PROSPECTIVE BIDDERS

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

- (X) **BID GUARANTEE (15% of Bid Amount) May be in the form of;**
Reference #11 on the General Terms and Conditions
 - a. Cashier's Certified Check
 - b. Surety Bond - Valid only if accompanied by:
 - 1. Current Certificate of Authority issued by the Insurance Commissioner;
 - 2. Power of Attorney issued by the Surety to the Resident General Agent;
 - 3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.
- (X) **BROCHURES/DESCRIPTIVE LITERATURE;**
- (X) **AFFIDAVIT DISCLOSING OWNERSHIP, INFLUENCE, COMMISSIONS AND CONFLICTS OF INTEREST (Required by 5 GCA § 5233 as amended by P.L. 36-13 (4/9/2021))**
 - a. Date of signature of the person authorized to sign the bid and the notary date must be the same.
- (X) **OTHER REQUIREMENTS:**
Affidavit re Ethical Standards, Affidavit re No Gratuities or Kickbacks, Special Provision; Restriction Against Sexual Offenders, Affidavit D.O.L. Wage Determination, Affidavit re Non-Collusion, Affidavit re Contingent Fees.
- (X) **CURRENT BUSINESS LICENSE/CONTRACTOR'S LICENSE/SPECIALTY LICENSE IN REFERENCE TO SUPPLIES OR SERVICES FOR THIS BID must be submitted prior to an award.**

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

On this 24th day of February, 2025, I Joel Lesh

authorized representative of Morrigo Equipment LLC acknowledge receipt of this special reminder to prospective bidders with the above referenced IFB.


Bidder Representative's Signature

ORIGINAL

Invitation for Bid: GSA-017-25

ACKNOWLEDGEMENT RECEIPT FORM

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

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

Name Patrick Mafnas Chargualaf
Signature *Patrick Mafnas Chargualaf*
Date 24 February 2025
Time 8:15 AM
Contact Number (671) 649-1946 / 688-0309
Fax Number N/A
Contact Person regarding IFB Patrick Mafnas Chargualaf
Title Generator & Equipment Sales
E-Mail Address patrick@morricequipment.com; sales@morricequipment.com
Company/Firm Morrice Equipment LLC
Address 197 Ypao Road, Tamuning, Guam 96913

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

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

Reference Page 10 of 45 #2(e) - No Entitlement to Preparation Costs - the bidder expressly waives any right it may have against the government for any expenses incurred in connection with the preparation of its bid.

Reference Page 10 of 45 #5. **ACKNOWLEDGMENT OF AMENDMENTS TO SOLICITATIONS:** Receipt of an amendment to a Solicitation by a bidder must be acknowledged by signing an acknowledgment of receipt of the amendment. Such acknowledgment must be received prior to the hour and date specified for receipt of bids.

Bid Opening: This bid shall be submitted in duplicate and sealed to the issuing office above no later than Time: 10:00am, Date: 03/17/2025 and shall be publicly opened. Bid submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions, and Sealed Bid Solicitation for details.

ORIGINAL

INVITATION FOR BID CONTRACT



ANDRIANA QUITUGUA
Acting Chief Procurement Officer

ISSUING OFFICE:
GENERAL SERVICES AGENCY
GOVERNMENT OF GUAM
2nd FLOOR ITC BLDG. RM. 215,
TAMUNING, GUAM 96931

DATE ISSUED: February 24, 2025

BID INVITATION NO: GSA-017-25

BID FOR: Articulating Boom Lift and Indoor Scissor Lift (Latest Model)
SPECIFICATION: **SEE ATTACHED**
DESTINATION: DEPARTMENT OF MILLITARY AFFAIRS

REQUIRED DELIVERY DATE: **90 Days Upon Receipt of Purchase Order.**

INSTRUCTION TO BIDDERS:

INDICATE WHETHER: INDIVIDUAL PARTNERSHIP CORPORATION

INCORPORATED IN: _____

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) 2:00pm, Date: 03/21/2025 and shall be publicly opened. Bid submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions, and Sealed Bid Solicitation for details.

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

NAME AND ADDRESS OF BIDDER

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS BID

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

ITEM NO(S). AWARDED: _____

CONTRACTING OFFICER

ANDRIANA QUITUGUA
Acting Chief Procurement Officer

NAME AND ADDRESS OF CONTRACTOR

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS CONTRACT

ORIGINAL

CONTRACT TERMS AND CONDITIONS

GSA-017-25 Articulating Boom Lift and Indoor Scissor Lift (Latest Model)

Article I

Contract Terms

- 1.1 **Required Delivery Date.** The Awardee shall provide the goods/services within ninety (90) days of receipt of purchase order.

Article II

Prohibitions

2.1 REPRESENTATION REGARDING GRATUITIES AND KICKBACKS

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

2.2 REPRESENTATION REGARDING CONTINGENT FEES

The contractor represents that it has not retained a person to solicit or secure a territorial contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

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

The bidder, offeror, or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.

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

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

**GOVERNMENT OF GUAM
GENERAL TERMS AND CONDITIONS**

SEALED BID SOLICITATION AND AWARD

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

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.
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.
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.
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.
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.
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/requirements to be bid or none at all in accordance with 2 GAR, Div.4 Section 3115(f).
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.
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.
10. **BID ENVELOPE:** Envelope shall be sealed and marked with the bidder's name, Bid number, time, date and place of Bid Opening.
11. **BID GUARANTEE REQUIREMENT:** Bidder is required to submit a Bid Guarantee Bond or Certified Cashier's Check in the same bid envelope to be held by the Government pending award. The Bid Guarantee Bond or Certified Cashier's Check must be issued by any local surety or banking institution licensed to do business on Guam and made payable to the Treasurer of Guam in the amount of fifteen percent (15%) of his highest total bid offer. The Bid Bond must be submitted on Government Standard Form BB-1 (copy enclosed). Personal Checks will not be accepted as Bid Guarantee. If a successful Bidder (contractor) withdraws from the bid or fails to enter into contract within the prescribed time, such Bid guarantee will be forfeited to the Government of Guam. Bids will be disqualified if not accompanied by Bid Bond or Certified Cashier's check. Bidder must include in his/her bid, valid copies of a Power of Attorney from the Surety and a Certificate of Authority from the Government of Guam to show proof that the surety company named on the bond instrument is authorized by the Government of Guam and qualified to do business on Guam. For detailed information on bonding matters, contact the Department of Revenue and Taxation. Failure to submit a valid Power of Attorney and Certificate of Authority on the surety is cause for rejection of bid. Pursuant to 5 GCA § 5212, all competitive sealed bidding for the procurement of supplies or services exceeding \$25,000.00 a 15% Bid Security of the total bid price must accompany the bid package. The bid bond or Certified Cashier's Check will serve as Bid Security for this procurement.

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

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

23. **MARKING:** Each outside container shall be marked with the Purchase Order number, item number, brief item description and quantity. Letter marking shall not be less than 3/4" in height.
24. **SCHEDULE FOR DELIVERY:** Successful bidder shall notify the General Services Agency, Telephone No. (671) 475-1710, at least twenty-four (24) hours before delivery of any item under this solicitation.
25. **BILL OF SALE:** Successful supplier shall render Bills of Sale for each item delivered under this contract. Failure to comply with this requirement will result in rejection of delivery. The Bill of Sale must accompany the items delivered but will not be considered as an invoice for payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.
26. **MANUFACTURER'S CERTIFICATE:** Successful bidder is required, upon delivery of any item under this contract, to furnish a certificate from the manufacturer indicating that the goods meet the specifications. Failure to comply with this request will result in rejection of delivery payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.
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.**
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.

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).
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.
34. **COMPLIANCE WITH LAWS:** Bidders awarded a contract under this Solicitation shall comply with the applicable standard, provisions, and stipulations of all pertinent Federal and/or local laws, rules, and regulations relative to the performance of this contract and the furnishing of goods.
35. **CHANGE ORDER:** Any order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-03.1 of the Guam Procurement Regulations.
36. **STOP WORK ORDER:** Any stop work order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-04.1 of the Guam Procurement Regulations.
37. **CANCELLATION OF INVITATION FOR BIDS OR REQUEST FOR PROPOSALS:** Any Invitation for Bid may be cancelled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interests of the Territory in accordance with regulations promulgated by the Policy Office. The reasons therefor shall be made part of the contract file.
38. **TIME FOR COMPLETION:** It is hereby understood and mutually agreed by and between the contractor and the Government that the time for delivery to final destination or the timely performance of certain services is an essential condition of this contract. If the contractor refuses or fails to perform any of the provisions of this contract within the time specified in the Purchase Order (from the date Purchase Order is acknowledged by vendor), then the contractor is in default. Defaults will be treated subject to and in accordance with the provisions of 2 GAR, Div. 4 § 6101(8)
39. **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.
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.
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 non-performance is excused under Paragraph 15 (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this contract, liquidated damages shall not be due the territory. The contractor remains liable for damages caused other than by delay. 2 GAR, Div. 4 §6101(d).
42. **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).
45. **Debarment and Suspension:** (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
46. **Byrd Anti-Lobbying Amendment:** (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
47. **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: Patrick Chargualaf Title: Generator & Equipment Sales
Address: 197 Ypao Road, Tamuning, GU 96913 Telephone: (671) 649-1946 / 688-0309

GOVERNMENT OF GUAM
SEALED BID SOLICITATION INSTRUCTIONS

1. **BID FORMS:** Each bidder shall be provided with one (1) Solicitation form. Additional copies may be provided upon request. Bidders requesting additional copies of said forms will be charged per page in accordance with 5 GCA § 10203 of the Government Code of Guam. All payments for this purpose shall be by cash, certified check or money order and shall be made payable to the General Services Agency (EO 86-24).
2. **PREPARATIONS OF BIDS:**
 - a) Bidders are required to examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at bidder's risk.
 - b) Each bidder shall furnish the information required by the Solicitation. The bidder shall sign the solicitation and print or type his name on the Schedule. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent are to be accompanied by evidence of this authority unless such evidence has been previously furnished to the issuing office.
 - c) Unit price for each unit offered shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the amount column of the Schedule for each item offered. In case of discrepancies between a unit price and extended price, the unit price will be presumed to be correct. Unit price(a) and extended price(s) apart from the "Basic and Alternate" bid, furnished outside of the space(s) provided will not be considered.
 - d) Bids for supplies or services other than those specified will not be considered. Time, if stated as a number of days, means calendar days and will include Saturdays, Sundays, and holidays beginning the day after the issuance of a Notice to Proceed. Time stated ending on a Saturday, Sunday or Government of Guam legal holiday will end at the close of the next business day.
 - e) No Entitlement to Preparation Costs – the bidder expressly waives any right it may have against the government for any expenses incurred in connection with the preparation of its bid.
 - f) Bidder shall indicate in the "Bidding On/Remarks" column of the bid form whether or not their bid complies on each item specified.
3. **EXPLANATION TO BIDDERS:** Any explanation desired by a bidder regarding the meaning or interpretation of the Solicitation, drawings, specifications, etc., must be submitted in writing and with sufficient time allowed for a written reply to reach all bidders before the submission of their bids. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective bidder concerning a Solicitation will be furnished to all prospective bidders in writing as an amendment to the Solicitation if such information would be prejudicial to informed bidders.
4. **PRE-OPENING MODIFICATION OR WITHDRAWAL OF BIDS:** Bids may be modified or withdrawn by written notice received in the office designated in the Invitation for Bids prior to the time and date set for bid opening. 2 GAR §3109(j)(1).
5. **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.
6. **SUBMISSION OF BIDS:**
 - a) Bids and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the Solicitation. The bidder shall show the hour and date specified in the Solicitation for receipt, the Solicitation number, and the name and address of the bidder on the face of the envelope.
 - b) Telegraphic bids will not be considered unless authorized by the Solicitation. However, bids may be modified or withdrawn by written or telegraphic notice, provided such notice is received prior to the hour and date specified for receipt (see paragraph 6 of these instructions).
 - c) Samples of items, when required, must be submitted within the time specified, unless otherwise specified by the Government, at no expense to the Government. If not destroyed by testing, samples will be returned at bidder's request and expense, unless otherwise specified by the Solicitation.
 - d) Samples or descriptive literature should not be submitted unless it is required on this solicitation. Regardless of any Attempt by a bidder to condition the bid, unsolicited samples or descriptive literature will not be examined or tested at the bidder's risk, and will not be deemed to vary any of the provisions of this Solicitation.
7. **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.

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

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

9. **CANCELLATION OR REVISION OF BID:** This IFB may be canceled, or any and all bids may be rejected in whole or in part as may be pursuant to 2 GAR §3115, when it is in the best interest of the Government. Additionally, in accordance with 2 GAR §9105, if prior to award it is determined that a solicitation or proposed award of a contract is in violation of the law, then the solicitation or proposed award shall be canceled or revised to comply with the law. The reasons therefore shall be made part of the contract file.

10. **REJECTION OF BIDS:** Any bidder submitted in response to this IFB may be rejected in whole or in part with it is in the best interest of the Government, in accordance with GAR §3115(e). Reasons for rejecting bids include but are not limited to: (1) The business that submitted the bids is non-responsive as determined under GAR §3116; (2) The bid ultimately fails to meet the announced requirements of the Government in some material respect; or (3) The bid price is clearly unreasonable. Upon request, unsuccessful bidders shall be advised of the reasons for rejection.

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

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

- a) **Termination:** The Government, when the interest of the Government so requires, may terminate this contract in whole or in part, for the Convenience of the Government. The Purchasing Agency shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.
- b) **Contractor's Obligations:** The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified.
- c) **Condition of Termination:** Notwithstanding the foregoing, the cessation of services for people requiring services shall be contingent upon the Government obtaining a substitute provider for the services and the contractor shall cooperate by taking all reasonable and necessary steps to ensure that services are not interrupted and transferred to the succeeding provider. The contractor shall issue a written memorandum detailing the status of the contractor's ongoing services initiating termination or any fault of either party.

12. **MANDATORY DISPUTES RESOLUTION CLAUSE:** In the event of a conflict between this "Mandatory Disputes Resolution Clause" and any other terms in this contract, it is the intent of the government of Guam and the contractor that the terms of this clause are to be given precedence.

(1) **Disputes – Contractual Controversies.** The government of Guam and the contractor agree to attempt resolution of all controversies which arise under, or are by virtue of, this contract through mutual agreement. If the controversy is not resolved by mutual agreement, then the contractor shall request the head of the purchasing agency, or their designee, in writing to issue a final decision within sixty days after receipt of the written request in keeping with 5 GCA § 5427(c). The head of the purchasing agency or their designee shall immediately furnish a copy of the decision to the contractor, by certified mail with a return receipt requested, or by any other method that provides evidence of receipt.

(2) **Absence of a Written Decision within Sixty Days.** If the head of the purchasing agency, or their designee does not issue a written decision within sixty days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the contractor may proceed as though the head of the purchasing agency, or their designee had issued a decision adverse to the contractor.

(3) **Appeals to the Office of Public Accountability.** The head of the purchasing agency, or their designee's decision shall be final and conclusive, unless fraudulent or unless the contractor appeals the decision administratively to the Public Auditor in accordance with 5 GCA § 5706.

(4) **Disputes – Money Owed To or By the Government of Guam.** This subsection applies to appeals of the government of Guam's decision on a dispute. For money owed by or to the government of Guam under this contract, the contractor shall appeal the decision in accordance with the "Governments Claims Act", 5 GCA § 6101 et. Seq., by initially filing a claim with the Office of the Attorney General no later than eighteen months after the decision is rendered by the government of Guam or from the date when a decision should have been rendered. For all other claims by or against the government of Guam arising under this contract, the Office of the Public Auditor has jurisdiction over the appeal from the decision of the government of Guam. Appeals to the Office of the Public Auditor must be made within sixty days of government of Guam's decision or from the date the decision should have been made.

- (5) **Exhaustion of Administrative Remedies.** The contractor shall exhaust all administrative remedies before filing an action in the Superior Court of Guam in accordance with applicable laws.
- (6) **Performance of Contract Pending Final Resolution by the Court.** The contractor shall comply with the government of Guam's decision and proceed diligently with performance of this contract pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, this contract, except where the contractor claims a material breach of this contract by the government of Guam. However, if the head of the purchasing agency determines in writing that continuation of services under this contract is essential to the public's health or safety, then the contractor shall proceed diligently with performance of the contract notwithstanding any claim of material breach by the government of Guam.
13. **CONTRACT REMEDIES:** Remedies pursuant to 2 GAR § 9101. Any dispute arising under or out of this contract is subject to the provisions of Chapter 9 (Legal and Contractual Remedies) of Guam Procurement Regulations (GAR chapter 9)
14. **DISCOUNTS:**
- a) Notwithstanding the fact that prompt payment discounts may be offered, such offer will not be considered in evaluating bids for award unless otherwise specified in the Solicitation. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of bids.
 - b) In connection with any discount offered, time will be computed from date of delivery and acceptance of the supplies to the destination as indicated in the purchase order or contract. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Government check.
15. **GOVERNMENT FURNISHED PROPERTY:** No material, labor or facilities will be furnished by the Government unless otherwise provided for in the Solicitation.
16. **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.
17. **RECEIPT, OPENING AND RECORDING OF BIDS:** Bids and modifications shall be publicly opened in the presence of one or more witnesses, at the time, date, and place designated in the Invitation for Bids. The name of each bidder, the bid price, and such other information as is deemed appropriate by the Procurement Officer, shall be read aloud and recorded, or otherwise made available. The names and addresses of required witnesses shall be recorded at the opening. The opened bids shall be available for public inspection except to the extent the bidder designates trade secrets or other proprietary data to be confidential as set forth in accordance with Section 12, below. Material so designated shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. Prices, makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary (Guam Procurement Regulations 2 GAR, Div.4 §3109(k)).
18. **CONFIDENTIAL DATA:** If a bidder considers any information submitted in its bid to be confidential, the bidder must identify in writing to the Government those portions which it considers confidential, and must request in writing that those portions be kept confidential. Only trade secrets and proprietary data will be considered confidential. If there is a request for confidentiality, the Government will render a decision on the request as soon as practicable after bids are opened. The Government will advise any bidder requesting confidentiality, of the Government's decision in writing. If the Government does not agree with a bidder's request, then the Government will inform the bidder that it may lodge a protest regarding any part of the Government's decision by following the procedure for protests outlined in Chapter 9 of the Guam Procurement Regulations.
19. **PROHIBITION AGAINST GRATUITIES AND KICKBACKS:** With respect to this procurement and any other contract that bidder may have or wish to enter into with the Government, the bidder represents that he/she has not violated, is not violating, and promises that he will not violate the prohibition against gratuities and kickbacks set forth in the Guam Procurement Regulations - GAR §11170(e)
20. **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.
21. **WAGE AND BENEFIT COMPLIANCE-CONTRACTORS PROVIDING SERVICES:**
- a) Contractor with regard to all person its employs whose purpose in whole or in part is the direct delivery of services contracted for with the Government of Guam in this procurement, shall pay such employees in accordance with the Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor for such labor as is

ORIGINAL

employed in the direct deliverance of deliverables to the government of Guam. 5 GCA §5801 Contractor shall be responsible for flowing down this obligation to its subcontractors.

- b) The Wage Determination most recently issued by the U.S. Department of Labor at the time this Agreement was awarded to Contractor shall be used to determine wages and benefits which shall be paid to employees pursuant to this clause. 5 GCA §5801
- c) Should any contract contain a renewal clause, then at the time of renewal adjustments there shall be stipulations contained in that contract for applying the Wage Determination, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply. 5 GCA §5801
- d) In addition to the Wage Determination detailed above, health and similar benefits for employees having a minimum value as detailed in the wage Determination issued and promulgated by the U.S. Department of Labor shall apply. Contractor shall pay a minimum of ten (10) paid holidays per annum per employee. 5 GCA §5802
Any violation of Contractor or its sub-contractor(s) obligations of this section shall be investigated by the Guam Department of Labor and may include a monetary penalty assessment by the Guam Department of Labor of no less than One Hundred Dollars (\$100.00) per day, and no more than One Thousand Dollars (\$1,000.00) per day, until such time as a violation has been corrected, as well as the payment of all back wages and benefits due. 5 GCA §5803
- e) In addition to any and all other breach of contract actions the Government of Guam may have under this procurement, in the event there is a violation in the process set forth in subsection (c) above, Contractor may be placed on probationary status by the Chief Procurement Officer of the General Service Agency, or its successor, for a period of one (1) year.
- f) During the probationary status, a Contractor shall not be awarded any contract by any instrumentality of the Government of Guam. A Contractor who has been placed on probationary status, or has been assessed a monetary penalty pursuant to 5 G.C.A. Article 13 Title 5 may appeal such penalty or probationary status to the Superior Court of Guam. 5 GCA §5804
- g) Contractor along with all proposed offerors and submitter under this procurement were required to submit a Declaration of Compliance with Wage Determination laws as part of this procurement with a copy of the most recent Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor. 5 GCA §5805
- h) The applicable USDOL Wage Determination Rate Revision (as defined by subsections (b) and (c)) is to this Agreement. Contractor agrees to provide upon written request by the Government of Guam written certification of its compliance with its obligations as part of each invoice, along with the names of any employees, their positions, and detailed wage and benefits paid in keeping with this section. Additionally upon request by Government of Guam the Contractor shall submit source documents as to those individuals provide direct services in part or whole under this Agreement and its payments to them of such wages and benefits.

22. **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. – GAR §11103(b)

23. **PROHIBITION AGAINST CONTINGENT FEES:** The Contractor represents that he has not retained any person or agency upon an Agreement or understanding for a percentage, commission, brokerage, or other contingent arrangement, except for retention of bona fide employees or bona fide established commercial selling agencies, to solicit or secure this Agreement or any other contract with the government of Guam or its agencies. GAR §11108(f)

24. **CONTRACTOR'S WARRANTY AS TO EMPLOYEES AND SEX OFFENSES. Reference 5 GCA §5253 (b):** Contractor warrants that no person providing services on behalf of the Contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry.

Contractor warrants that if any person providing services on behalf of Contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction. Any 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.

25. **POLICY IN FAVOR OF SERVICE-DISABLED VETERAN OWNED BUSINESSES:** P.L. 31-115 (September 20, 2011) 5 GCA §5011 and §5012 In the procurement of any supply or service, (except for professional services), if such supply or service is offered by a Service-Disabled Veteran Owned Business "SDVOB", as defined in 5 GCA § 5012, that is at least fifty one percent (51%) owned by service-disabled veteran(s), and if the supply or service is available within the period that is required for the procurement, and the price for the supply or service does not exceed one hundred five percent (105%) of the lowest bidder price, a

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

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

(a) Notwithstanding any other provision of law, if any entity of the government of Guam or any entity expending governmental funds intends to procure any supply or service which is offered by a business concern that is at least fifty-one percent (51%) owned by women, that entity shall procure such supply or service from that business concern if the supply or service is available within the period required by the procuring entity and the price for the supply or service does not exceed one hundred five percent (105%) of the lowest price bidder, and shall be in addition to any other procurement benefit the women-owned business may qualify for under Guam law. The procuring entity shall determine the lowest price to the entity in the case of more than one (1) women-owned business, or a women-owned business and a service-disabled veteran owned business, who are competing for the same government contract. (b) **Qualifications of a Women-Owned Business.** A business concern is qualified under Subsection (a) of this Section if: (1) the business concern is licensed to do business on Guam; (2) the business concern maintains its headquarters on Guam; (3) the business concern is at least fifty-one percent (51%) owned by women, who manage day-to-day operations and make long-term decisions; (4) the business concern is certified as a Women-Owned Small Business (WOSB) or an Economically Disadvantaged Women-Owned Small Business (EDWOSB) by the U.S. Small Business Administration; and (5) the owner(s) of the business concern has (have) filed individual tax returns on Guam for a period of at least three (3) consecutive years.

27. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION: The undersigned Bidder certifies that the bid price submitted was independently arrived at without collusion – GAR §3126

28. LICENSING OR CERTIFICATE(S) OF EXEMPTIONS: Bidders are cautioned that the Government will not consider for award any offer submitted by a bidder who cannot comply with the Guam Licensing Law. Specific information on license or exemptions may be obtained from the Director of Revenue and Taxation.

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

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

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

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

GOVERNMENT OF GUAM

GENERAL SERVICES AGENCY
2nd Floor ITC Bldg. Rm. 215,
Tamuning, Guam 96931

BID BOND

Bond No.: CIC-SUBID25-1006

NO. GSA-017-25

KNOW ALL MEN BY THESE PRESENTS that Morrico Equipment, LLC, as Principal hereinafter called the Principal, and (Bonding Company), Century Insurance Company (Guam), Ltd. 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 15% of Bid Amount Dollars (\$ 15% of Bid Amount), 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)

GSA-017-25 Articulating Boom Lift and INdoor Scissor Lift (Latest Model)

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 19th day of March 2025.

Percival DLG Acejo (WITNESS)

Senior Account Broker - AB Risk Solutions (TITLE)

Cornelio L. Matanguihan (MAJOR OFFICER OF SURETY)

General Manager - Century Insurance Company (TITLE)

Morrico Equipment, LLC (PRINCIPAL) (SEAL)

Kevin K. Ward (MAJOR OFFICER OF SURETY)

Vice President and Director - Century Insurance Company (TITLE)

Assurance Brokers, Inc. dba AB RISK SOLUTIONS (RESIDENT GENERAL AGENT)

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GOVERNMENT OF GUAM
DEPARTMENT OF REVENUE AND TAXATION
OFFICE OF THE INSURANCE AND BANKING COMMISSIONER
CERTIFICATE OF AUTHORITY

COA372

Know All Men by These Presents That:

Name CENTURY INSURANCE CO (GUAM) LTD

Address 219 South Marine Corps Drive, Suite 121
Tamuning, GU 96913
United States

Classes of Insurance Authorized Accident & Health
Fidelity & Surety
Fire
Marine



Miscellaneous
Motor Vehicle
Prop. Damage & Liability
Workmens Comp

Having complied with the Insurance Law of Guam, is hereby authorized to transact as an insurer, the above named Classes of Insurance in Guam from the 1st day of July, 2024 to the 30th day of June, 2025 unless authority is revoked for failure to comply with the law.

General Agent(s)

ASSURANCE BROKERS INC. (GUAM) DBA AB
RISK SOLUTIONS

In Witness Whereof, I have hereunto subscribed my name officially and have heron impressed my Seal of Office at the City of Barrigada, Guam on this 1st day of July, 2024

Michelle B. Santos

Insurance and Banking Commissioner

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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.

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

Name of >10% Owner Business or Artificial Person:

Morrigo Equipment Holdings Inc.

Names of owners of the >10% Owner Business or Artificial Person ("Second Tier Owner")	Owner's Principal Place of Business Street Address	% of Interest
Morrigo Equipment Holdings Inc	197 Ypao Road, Tamuning, Guam 96913	100%

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

Atkins Kroll Inc

Names of owners of the >10% Owner Business or Artificial Person ("Second Tier Owner")	Owner's Principal Place of Business Street Address	% of Interest
Atkins Kroll Inc	443 South Marine Corps Drive Tamuning, Guam 96913	100%

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

Second Tier Owner Name _____

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

ORIGINAL

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

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

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

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

Name	Principal Place of Business Street Address	Amount of Compensation
_____	_____	_____
_____	_____	_____

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

Name	Principal Place of Business Street Address
_____	_____
_____	_____

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

Name	Principal Place of Business Street Address
Joel Lesh	197 Ypao Road, Tamuning, GU 96913
Jesse Munoz	197 Ypao Road, Tamuning, GU 96913

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ORIGINAL

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

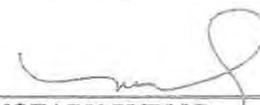
- G. Until award of the contract, and throughout the term of any contract awarded to the Bidder/Offeror/Prospective Contractor represented herein, I agree to promptly make any disclosures not made previously and update changes in ownership, identities of owners and other required information, interests,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

Executed on: 3.20.2025
(date)

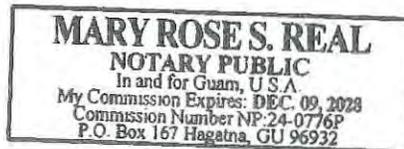

Signature of one of the following:
Bidder/Offeror/Prospective Contractor, if a licensed individual
Owner of sole proprietorship Bidder/Offeror/Prospective
Contractor
Partner, if the Bidder/Offeror/Prospective Contractor is a
partnership
Officer, if the Bidder/Offeror/Prospective Contractor is a
corporation

Subscribed and sworn to before me

This 20th day of MARCH, 2025.


NOTARY PUBLIC

My commission expires: DECEMBER 09, 2028



ORIGINAL

AFFIDAVIT RE NON-COLLUSION

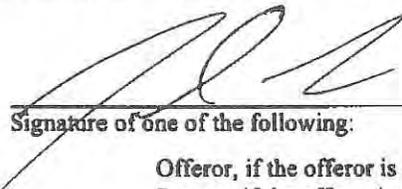
CITY OF Tamuning)
) ss.
ISLAND OF GUAM)

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

1. The name of the offering company or individual is [state name of company] Morrico Equipment LLC.

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

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



Signature of one of the following:

Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me
this 20th day of MARCH, 2025.



NOTARY PUBLIC
My commission expires DECEMBER 09, 2028.

MARY ROSE S. REAL
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: DEC. 09, 2028
Commission Number NP-24-0776P
P.O. Box 167 Hagatna, GU 96932

ORIGINAL

AFFIDAVIT RE GRATUITIES OR KICKBACKS

CITY OF Tamuning)
) ss.
ISLAND OF GUAM)

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

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

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

3. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers, representatives, agents, subcontractors, or employees have offered, given or agreed to give, any government of Guam employee or former government employee, any payment, gift, kickback, gratuity or offer of employment in connection with the offeror's proposal.

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.


Signature of one of the following:

Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me

this 20th day of MARCH, 2025.


NOTARY PUBLIC
My commission expires DECEMBER 09, 2028.

MARY ROSE S. REAL
NOTARY PUBLIC
In and for Guam, U.S.A
My Commission Expires: DEC. 09, 2028
Commission Number NP-24-0776P
P O Box 167 Hagatna, GU 96932

ORIGINAL

AFFIDAVIT RE ETHICAL STANDARDS

CITY OF Tamuning)
) ss.
ISLAND OF GUAM)

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

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



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

Subscribed and sworn to before me
this 20th day of MARCH, 2025.



NOTARY PUBLIC
My commission expires DECEMBER 09, 2028.

MARY ROSE S. REAL
NOTARY PUBLIC
In and for Guam, U.S.A
My Commission Expires: DEC. 09, 2028
Commission Number NP 24-C-776P
P.O. Box 167 Hagatna, GU 96932

ORIGINAL

DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

Procurement No.: GSA-017-25

Name of Offeror Company: Morrice Equipment LLC

I, Joel Lesh hereby certify under penalty of perjury:

(1) That I am an Officer of the Offeror [please select one: 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 

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

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.75 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 2025.
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The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

States: Guam, Northern Marianas, Wake Island

Area: Guam Statewide
 Northern Marianas Statewide
 Wake Island Statewide

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.27***
01012 - Accounting Clerk II		16.02***
01013 - Accounting Clerk III		17.93
01020 - Administrative Assistant		21.97
01035 - Court Reporter		17.40***
01041 - Customer Service Representative I		12.78***
01042 - Customer Service Representative II		14.23***
01043 - Customer Service Representative III		15.65***
01051 - Data Entry Operator I		12.16***
01052 - Data Entry Operator II		13.27***
01060 - Dispatcher, Motor Vehicle		17.39***
01070 - Document Preparation Clerk		13.85***
01090 - Duplicating Machine Operator		13.85***
01111 - General Clerk I		21.33***
01112 - General Clerk II		12.36***
01113 - General Clerk III		13.88***
01120 - Housing Referral Assistant		19.39
01141 - Messenger Courier		11.37***
01191 - Order Clerk I		12.57***
01192 - Order Clerk II		13.71***
01261 - Personnel Assistant (Employment) I		15.95***
01262 - Personnel Assistant (Employment) II		17.85

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01263 - Personnel Assistant (Employment) III	19.89
01270 - Production Control Clerk	22.97
01290 - Rental Clerk	11.10***
01300 - Scheduler, Maintenance	15.55***
01311 - Secretary I	15.55***
01312 - Secretary II	17.40***
01313 - Secretary III	19.39
01320 - Service Order Dispatcher	15.40***
01410 - Supply Technician	21.97
01420 - Survey Worker	16.99***
01460 - Switchboard Operator/Receptionist	10.78***
01531 - Travel Clerk I	13.65***
01532 - Travel Clerk II	15.32***
01533 - Travel Clerk III	16.60***
01611 - Word Processor I	14.53***
01612 - Word Processor II	16.31***
01613 - Word Processor III	18.26
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	17.40***
05010 - Automotive Electrician	16.34***
05040 - Automotive Glass Installer	15.28***
05070 - Automotive Worker	15.28***
05110 - Mobile Equipment Servicer	13.11***
05130 - Motor Equipment Metal Mechanic	17.40***
05160 - Motor Equipment Metal Worker	15.28***
05190 - Motor Vehicle Mechanic	17.40***
05220 - Motor Vehicle Mechanic Helper	12.00***
05250 - Motor Vehicle Upholstery Worker	14.22***
05280 - Motor Vehicle Wrecker	15.28***
05310 - Painter, Automotive	16.34***
05340 - Radiator Repair Specialist	15.28***
05370 - Tire Repairer	12.67***
05400 - Transmission Repair Specialist	17.40***
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.21***
07041 - Cook I	15.29***
07042 - Cook II	17.82
07070 - Dishwasher	10.00***
07130 - Food Service Worker	10.18***
07210 - Meat Cutter	13.34***
07260 - Waiter/Waitress	9.89***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.70
09040 - Furniture Handler	11.94***
09080 - Furniture Refinisher	19.70
09090 - Furniture Refinisher Helper	14.47***
09110 - Furniture Repairer, Minor	17.15***
09130 - Upholsterer	19.70
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.12***
11060 - Elevator Operator	10.38***
11090 - Gardener	15.28***
11122 - Housekeeping Aide	10.38***
11150 - Janitor	10.38***
11210 - Laborer, Grounds Maintenance	11.55***
11240 - Maid or Houseman	10.24***
11260 - Pruner	10.34***
11270 - Tractor Operator	13.99***
11330 - Trail Maintenance Worker	11.55***
11360 - Window Cleaner	11.60***
12000 - Health Occupations	
12010 - Ambulance Driver	20.86
12011 - Breath Alcohol Technician	20.86
12012 - Certified Occupational Therapist Assistant	28.62
12015 - Certified Physical Therapist Assistant	28.62

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12020 - Dental Assistant	18.79
12025 - Dental Hygienist	39.73
12030 - EKG Technician	31.60
12035 - Electroneurodiagnostic Technologist	31.60
12040 - Emergency Medical Technician	20.86
12071 - Licensed Practical Nurse I	18.65
12072 - Licensed Practical Nurse II	20.86
12073 - Licensed Practical Nurse III	23.25
12100 - Medical Assistant	14.50***
12130 - Medical Laboratory Technician	18.93
12160 - Medical Record Clerk	14.97***
12190 - Medical Record Technician	17.77
12195 - Medical Transcriptionist	18.65
12210 - Nuclear Medicine Technologist	45.85
12221 - Nursing Assistant I	12.43***
12222 - Nursing Assistant II	13.99***
12223 - Nursing Assistant III	15.26***
12224 - Nursing Assistant IV	17.12***
12235 - Optical Dispenser	20.86
12236 - Optical Technician	18.65
12250 - Pharmacy Technician	15.49***
12280 - Phlebotomist	18.65
12305 - Radiologic Technologist	31.60
12311 - Registered Nurse I	25.85
12312 - Registered Nurse II	31.60
12313 - Registered Nurse II, Specialist	31.60
12314 - Registered Nurse III	38.24
12315 - Registered Nurse III, Anesthetist	38.24
12316 - Registered Nurse IV	45.85
12317 - Scheduler (Drug and Alcohol Testing)	25.85
12320 - Substance Abuse Treatment Counselor	25.85
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.42
13012 - Exhibits Specialist II	26.53
13013 - Exhibits Specialist III	32.45
13041 - Illustrator I	21.42
13042 - Illustrator II	26.53
13043 - Illustrator III	32.45
13047 - Librarian	29.38
13050 - Library Aide/Clerk	17.05***
13054 - Library Information Technology Systems Administrator	26.53
13058 - Library Technician	18.11
13061 - Media Specialist I	19.15
13062 - Media Specialist II	21.42
13063 - Media Specialist III	23.87
13071 - Photographer I	19.15
13072 - Photographer II	21.42
13073 - Photographer III	26.53
13074 - Photographer IV	32.45
13075 - Photographer V	39.27
13090 - Technical Order Library Clerk	21.42
13110 - Video Teleconference Technician	19.15
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.71***
14042 - Computer Operator II	17.22***
14043 - Computer Operator III	19.19
14044 - Computer Operator IV	21.33
14045 - Computer Operator V	23.62
14071 - Computer Programmer I	(see 1) 15.73***
14072 - Computer Programmer II	(see 1) 19.50
14073 - Computer Programmer III	(see 1) 23.84
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1) 24.23
14102 - Computer Systems Analyst II	(see 1)

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14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		15.71***
14160 - Personal Computer Support Technician		21.33
14170 - System Support Specialist		21.24
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		24.23
15020 - Aircrew Training Devices Instructor (Rated)		29.32
15030 - Air Crew Training Devices Instructor (Pilot)		34.91
15050 - Computer Based Training Specialist / Instructor		24.23
15060 - Educational Technologist		31.17
15070 - Flight Instructor (Pilot)		34.91
15080 - Graphic Artist		20.47
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		34.91
15086 - Maintenance Test Pilot, Rotary Wing		34.91
15088 - Non-Maintenance Test/Co-Pilot		34.91
15090 - Technical Instructor		17.67***
15095 - Technical Instructor/Course Developer		23.78
15110 - Test Proctor		15.70***
15120 - Tutor		15.70***
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		11.38***
16030 - Counter Attendant		11.38***
16040 - Dry Cleaner		12.98***
16070 - Finisher, Flatwork, Machine		11.38***
16090 - Presser, Hand		11.38***
16110 - Presser, Machine, Drycleaning		11.38***
16130 - Presser, Machine, Shirts		11.38***
16160 - Presser, Machine, Wearing Apparel, Laundry		11.38***
16190 - Sewing Machine Operator		13.53***
16220 - Tailor		14.07***
16250 - Washer, Machine		11.91***
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.70
19040 - Tool And Die Maker		24.77
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		15.36***
21030 - Material Coordinator		22.97
21040 - Material Expediter		22.97
21050 - Material Handling Laborer		13.83***
21071 - Order Filler		10.62***
21080 - Production Line Worker (Food Processing)		15.36***
21110 - Shipping Packer		17.12***
21130 - Shipping/Receiving Clerk		17.12***
21140 - Store Worker I		16.59***
21150 - Stock Clerk		23.33
21210 - Tools And Parts Attendant		15.36***
21410 - Warehouse Specialist		15.36***
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		25.04
23019 - Aircraft Logs and Records Technician		19.47
23021 - Aircraft Mechanic I		23.84
23022 - Aircraft Mechanic II		25.04
23023 - Aircraft Mechanic III		26.30
23040 - Aircraft Mechanic Helper		16.58***
23050 - Aircraft, Painter		22.39
23060 - Aircraft Servicer		19.47
23070 - Aircraft Survival Flight Equipment Technician		22.39
23080 - Aircraft Worker		21.03
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		21.03
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II		23.84
23110 - Appliance Mechanic		19.70
23120 - Bicycle Repairer		15.81***
23125 - Cable Splicer		24.19

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23130 - Carpenter, Maintenance	17.58***
23140 - Carpet Layer	18.43
23160 - Electrician, Maintenance	20.04
23181 - Electronics Technician Maintenance I	18.43
23182 - Electronics Technician Maintenance II	19.70
23183 - Electronics Technician Maintenance III	20.98
23260 - Fabric Worker	17.15***
23290 - Fire Alarm System Mechanic	16.77***
23310 - Fire Extinguisher Repairer	15.81***
23311 - Fuel Distribution System Mechanic	20.98
23312 - Fuel Distribution System Operator	15.81***
23370 - General Maintenance Worker	13.77***
23380 - Ground Support Equipment Mechanic	23.84
23381 - Ground Support Equipment Servicer	19.47
23382 - Ground Support Equipment Worker	21.03
23391 - Gunsmith I	15.81***
23392 - Gunsmith II	18.43
23393 - Gunsmith III	20.98
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.22
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	21.51
23430 - Heavy Equipment Mechanic	20.41
23440 - Heavy Equipment Operator	18.33
23460 - Instrument Mechanic	20.98
23465 - Laboratory/Shelter Mechanic	19.70
23470 - Laborer	13.83***
23510 - Locksmith	19.70
23530 - Machinery Maintenance Mechanic	25.08
23550 - Machinist, Maintenance	20.98
23580 - Maintenance Trades Helper	11.77***
23591 - Metrology Technician I	20.98
23592 - Metrology Technician II	22.31
23593 - Metrology Technician III	23.62
23640 - Millwright	20.98
23710 - Office Appliance Repairer	19.46
23760 - Painter, Maintenance	18.74
23790 - Pipefitter, Maintenance	19.96
23810 - Plumber, Maintenance	18.75
23820 - Pneudraulic Systems Mechanic	20.98
23850 - Rigger	20.98
23870 - Scale Mechanic	18.43
23890 - Sheet-Metal Worker, Maintenance	20.80
23910 - Small Engine Mechanic	18.43
23931 - Telecommunications Mechanic I	20.98
23932 - Telecommunications Mechanic II	22.31
23950 - Telephone Lineman	22.68
23960 - Welder, Combination, Maintenance	19.96
23965 - Well Driller	21.13
23970 - Woodcraft Worker	20.98
23980 - Woodworker	15.81***
24000 - Personal Needs Occupations	
24550 - Case Manager	16.09***
24570 - Child Care Attendant	10.22***
24580 - Child Care Center Clerk	13.25***
24610 - Chore Aide	14.06***
24620 - Family Readiness And Support Services Coordinator	16.09***
24630 - Homemaker	16.12***
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.79
25040 - Sewage Plant Operator	22.89
25070 - Stationary Engineer	22.79
25190 - Ventilation Equipment Tender	15.72***
25210 - Water Treatment Plant Operator	22.89

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27000 - Protective Service Occupations	
27004 - Alarm Monitor	11.21***
27007 - Baggage Inspector	10.02***
27008 - Corrections Officer	14.59***
27010 - Court Security Officer	14.59***
27030 - Detection Dog Handler	11.21***
27040 - Detention Officer	14.59***
27070 - Firefighter	14.59***
27101 - Guard I	10.02***
27102 - Guard II	11.21***
27131 - Police Officer I	14.59***
27132 - Police Officer II	16.21***
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.44***
28042 - Carnival Equipment Repairer	14.68***
28043 - Carnival Worker	9.93***
28210 - Gate Attendant/Gate Tender	13.18***
28310 - Lifeguard	11.60***
28350 - Park Attendant (Aide)	14.74***
28510 - Recreation Aide/Health Facility Attendant	11.84***
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	26.02
29020 - Hatch Tender	26.02
29030 - Line Handler	26.02
29041 - Stevedore I	24.21
29042 - Stevedore II	27.82
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	45.21
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	31.17
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	34.34
30021 - Archeological Technician I	18.41
30022 - Archeological Technician II	20.59
30023 - Archeological Technician III	25.51
30030 - Cartographic Technician	25.51
30040 - Civil Engineering Technician	25.51
30051 - Cryogenic Technician I	28.25
30052 - Cryogenic Technician II	31.21
30061 - Drafter/CAD Operator I	18.41
30062 - Drafter/CAD Operator II	20.59
30063 - Drafter/CAD Operator III	22.96
30064 - Drafter/CAD Operator IV	28.25
30081 - Engineering Technician I	17.32***
30082 - Engineering Technician II	19.44
30083 - Engineering Technician III	21.74
30084 - Engineering Technician IV	26.94
30085 - Engineering Technician V	32.95
30086 - Engineering Technician VI	39.86
30090 - Environmental Technician	25.51
30095 - Evidence Control Specialist	25.51
30210 - Laboratory Technician	22.96
30221 - Latent Fingerprint Technician I	28.25
30222 - Latent Fingerprint Technician II	31.21
30240 - Mathematical Technician	25.51
30361 - Paralegal/Legal Assistant I	19.54
30362 - Paralegal/Legal Assistant II	24.21
30363 - Paralegal/Legal Assistant III	29.61
30364 - Paralegal/Legal Assistant IV	35.83
30375 - Petroleum Supply Specialist	31.21
30390 - Photo-Optics Technician	25.51
30395 - Radiation Control Technician	31.21
30461 - Technical Writer I	25.51
30462 - Technical Writer II	31.21

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30463 - Technical Writer III	37.75
30491 - Unexploded Ordnance (UXO) Technician I	28.73
30492 - Unexploded Ordnance (UXO) Technician II	34.76
30493 - Unexploded Ordnance (UXO) Technician III	41.67
30494 - Unexploded (UXO) Safety Escort	28.73
30495 - Unexploded (UXO) Sweep Personnel	28.73
30501 - Weather Forecaster I	28.25
30502 - Weather Forecaster II	34.36
30620 - Weather Observer, Combined Upper Air Or	(see 2) 22.96
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 25.51
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	34.76
31020 - Bus Aide	8.97***
31030 - Bus Driver	12.75***
31043 - Driver Courier	10.26***
31260 - Parking and Lot Attendant	9.91***
31290 - Shuttle Bus Driver	11.65***
31310 - Taxi Driver	11.41***
31361 - Truckdriver, Light	11.21***
31362 - Truckdriver, Medium	12.16***
31363 - Truckdriver, Heavy	17.57***
31364 - Truckdriver, Tractor-Trailer	17.57***
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	16.95***
99030 - Cashier	10.26***
99050 - Desk Clerk	10.01***
99095 - Embalmer	28.73
99130 - Flight Follower	28.73
99251 - Laboratory Animal Caretaker I	25.47
99252 - Laboratory Animal Caretaker II	27.83
99260 - Marketing Analyst	21.54
99310 - Mortician	28.73
99410 - Pest Controller	16.07***
99510 - Photofinishing Worker	15.10***
99710 - Recycling Laborer	17.32***
99711 - Recycling Specialist	23.38
99730 - Refuse Collector	16.40***
99810 - Sales Clerk	10.63***
99820 - School Crossing Guard	18.82
99830 - Survey Party Chief	24.38
99831 - Surveying Aide	13.87***
99832 - Surveying Technician	18.02
99840 - Vending Machine Attendant	25.47
99841 - Vending Machine Repairer	32.44
99842 - Vending Machine Repairer Helper	25.47

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

HEALTH & WELFARE EO 13706: \$4.93 per hour, up to 40 hours per week, or \$197.20 per week, or \$854.53 per month*

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

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

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

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

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

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

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

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

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

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

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

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you

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work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

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

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

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

**** UNIFORM ALLOWANCE ****

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

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

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

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

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

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Conformance Process:

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

The process for preparing a conformance request is as follows:

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

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

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

ORIGINAL

AFFIDAVIT RE CONTINGENT FEES

CITY OF Tamuning)
) ss.
ISLAND OF GUAM)

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

1. The name of the offering company or individual is [state name of company] Morrico Equipment LLC.

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

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

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.



Signature of one of the following:

Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me

this 20th day of MARCH, 2025.



NOTARY PUBLIC
My commission expires DECEMBER 09, 2028.

MARY ROSE S. REAL
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: DEC. 09, 2028
Commission Number NP-24-0776P
P.O. Box 167 Hagatna, GU 96932

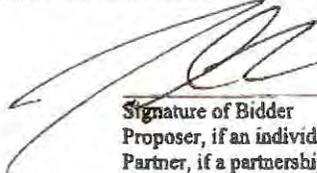
AG Procurement Form 007 (Jul. 15, 2010)

ORIGINAL

Special Provisions

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

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

 3.28.25
Signature of Bidder Date
Proposer, if an individual;
Partner, if a partnership;
Officer, if a corporation.

Subscribed and sworn before me this 20th day of MARCH, 2025


NOTARY PUBLIC
My commission expires, DECEMBER 09, 2028

MARY ROSE S. REAL
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: DEC. 09, 2028
Commission Number NP-24-0776P
P O Box 167 Hagatna, GU 96932

ORIGINAL

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, Joel Lesh, Vice-President & General Manager hereby certify
(Name and title of official)

On behalf of Morrico Equipment LLC that:
(Name of Bidder/Company Name)

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name Morrico Equipment LLC

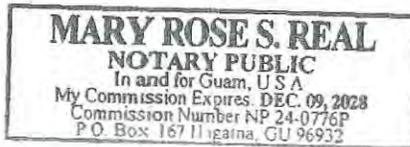
Type or print name Joel Lesh

Signature of authorized representative [Signature] Date 3/24/2025

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

Subscribed and sworn to before me this 20th day of March, 2025.

[Signature]
NOTARY PUBLIC
My commission expires, December 09, 2028



ORIGINAL

ROUGH TERRAIN ARTICULATED BOOMS



HA80 RTJ 0

Performance & Productivity

- Very good working envelope
- Vertical arm rise up
- Outstanding RT capabilities
- basket load capacity 550 lbs
- Dual load 550-770 lbs (option)

Safety & Comfort

- Fully proportional and simultaneous movements
- Activ' Lighting System safe load (option)
- Haulotte Activ' Shield Bar 2.0 (option)

Maximized Total Cost of Ownership

- Haulotte Activ Screen on board diagnostic tool
- Haulotte Stop Emission System which automatically turns the engine off & on
- Easy access to all components
- Modular basket quick and easy to repair



www.haulotte-usa.com

Haulotte

ORIGINAL



HA80 RTJ O



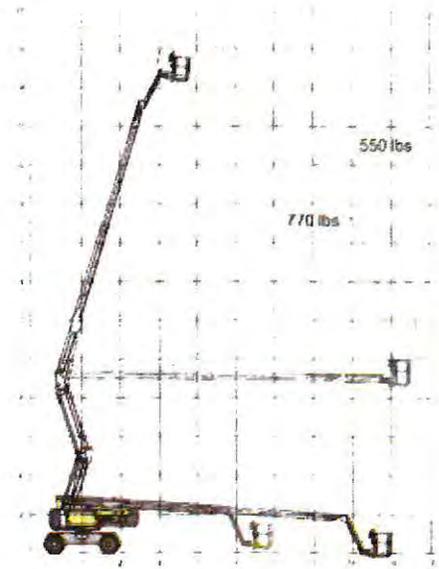
ROUGH TERRAIN ARTICULATED BOOMS

Haulotte

TECHNICAL DATA

HA80 RTJ O

Working height	86 ft 3 in
Platform height	80 ft 1 in
Horizontal outreach	57 ft 5 in
Up and over height	30 ft 6 in
Lift capacity	550 lbs
F x G Platform size	8 ft x 3 ft
A Length	38 ft 8 in
B Width	8 ft 2 in
C Height - stowed	9 ft 9 in
H Transport length	30 ft 10 in
J Transport height	9 ft 9 in
Vertical jib rotation	133° (-65°/+68°)
Platform rotation	180°
Turntable rotation	360° continuous
Tailswing	30 in
D Wheelbase	9 ft 2 in
Ground clearance	19 in
Tilt alarm	4°
Drive speed	3.1 mph
Gradeability	45 %
Tires - solid rough terrain	cured on 385/65-22.5
Turning radius - outside	21 ft 6 in
Engine	Kubota 48.6kW (66hp), T4f
Weight	34,100 lbs

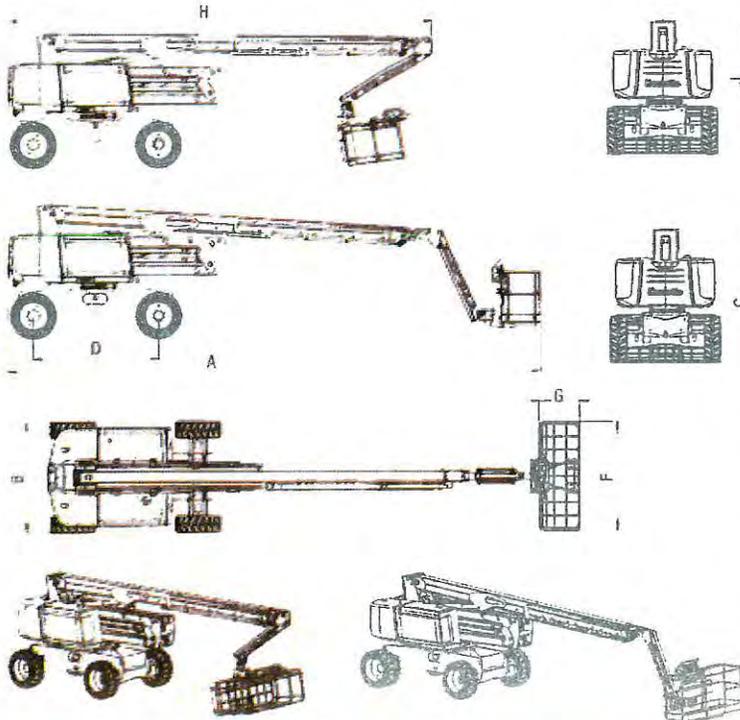


STANDARD EQUIPMENT

- 4 wheel drive, 2 wheel steer
- Front oscillating axle
- Automatic differential wheel lock
- 550 lbs (2 persons) load capacity unrestricted working envelope
- 4 simultaneous movements
- Embedded diagnostic system Haulotte Activ' Screen on lower control box, with color screen
- Haulotte Stop Emission System : automatic engine stop system
- Modular standard basket 8 ft x 3 ft
- Drop bar entry gate
- Upper control box cover
- Tool tray
- Swing out engine tray
- Low fuel level indicator (upper & lower control box)
- AC power to platform (110 / 230V)
- Engine pre-heater with light indicator
- 12V battery
- Electric pump system and emergency descent
- Sound and light alarm for tilt and load
- Travel alarm
- Rotating beacon
- Universal telematics plug

OPTIONS AND ACCESSORIES

- Activ' Lighting System, Safe load
- Activ' Shield Bar 2.0
- Dual load capacity 550 / 770 lbs
- Hydraulic generator 3.5 kW or 6.5 kW
- Power to platform (female plug in the basket)
- Air-line to platform
- Glazier pack
- Pipe cradle
- Working light
- Biodegradable hydraulic oil
- Cold weather kit -4° / Arctic weather kit -13°
- Hydraulic oil cooler
- Non-marking tires
- Battery circuit breaker

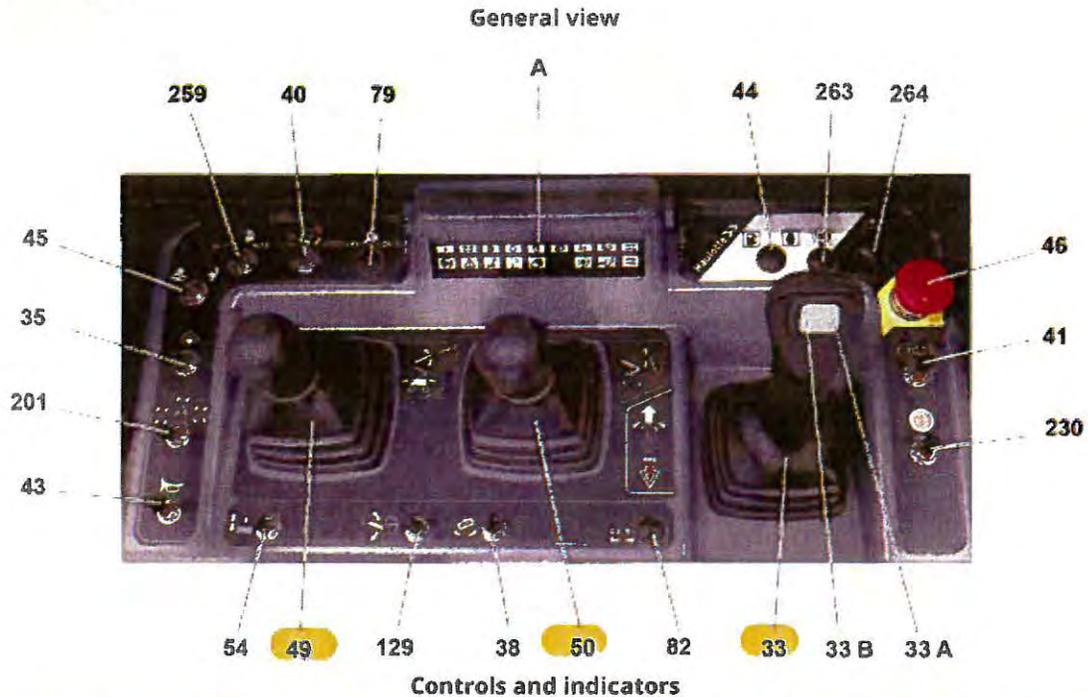


ORIGINAL

B - Familiarization

3.3 Platform control box

3.3.1 Layout



Marking	Name	Description	Function
33		Drive joystick	Move forward: Forward drive Move backwards: Reverse drive
33A	SM902	Steering button (Steering thumb / rocker switch)	Press right side of button: Steer right-According to selected mode (201)
33B			Press left side of button: Steer left-According to selected mode (201)
35	SA100	Differential lock selector	Toggle left and hold (Activated) : Maximum drive torque (on difficult or sloping ground) Release (deactivated): Standard torque
38	SA751	Platform rotation switch	Move to the right: Counter clockwise (CCW) rotation Move to the left: Clockwise (CW) rotation
40	SA751	Platform leveling switch	Move upwards: Raise platform Move downwards: Lower platform
41	SA800	Auxiliary power switch	Toggle and hold: Back-up unit activated Release: Back-up unit deactivated

B - Familiarization

Marking	Name	Description	Function
43	SA907	Horn button	Push the horn selector to the right to sound the horn
			The horn stops when the selector switch is released
44	SA304	Fuel selector ⁽¹⁾	Push switch to the right for LPG (liquid propane gas supply)
			Push switch to the left for gasoline (petrol) or diesel fuel supply
45	SA110	Drive speed selector	 High-speed drive
			 Low-speed drive
46	SB802	E-stop button	Pulled out: Platform control box energized
			Pressed in: De-energizes control system (Engine stopped)
49	SM900	Turntable rotation joystick	Move to the right: Counter clockwise (CCW) rotation
			Move to the left: Clockwise (CW) rotation
		Boom lift joystick	Move forward: Raise boom
			Move backwards: Lower boom
50	SM901	Arm lift joystick	Move forward: Arm raises
			Move backwards: Arm lowers
54	SA531	Boom telescoping switch	Move upwards: Boom retracts
			Move downwards: Boom extends
79	SA906	Generator selector ⁽¹⁾	Move to the left: Generator deactivated
			Move to the right: Generator activated
82	SA802	250 kg (550 lbs) or 350 kg (770 lbs) load selector ⁽²⁾	Move to the left:  250 kg (550 lbs) load selected
			Move to the right:  350 kg (770 lbs) load selected

(1) For machines fitted with

(2) If machine equipped with dual load

C - Pre-operation inspection

From the platform control box

Step	Action
1	Pull E-Stop button (9) at ground box.
2	Set the key switch (22) at ground box to the  position.
3	First push in the E-Stop button (46) at platform box, then pull out.
4	Check that the indicators (101 - 117) on the platform control box flash upon start-up.

4.3.2 Buzzers test

From the ground control box

Step	Action
1	Pull both E-Stop buttons (9) at ground box and (46) at platform box.
2	Set the key switch (22) at ground box to the  position.
3	The buzzers on the ground and platform beep upon start-up.

4.4 Automatic engine cut-out

The engine automatically cuts out in the following conditions:

- The machine has been inactive for 90 s.
The alternator is not functioning.
- Engine temperature is too high.
- Oil pressure is too low.
- The E-stop(s) is (are) pushed in.
- The machine is switched off.

4.5 Overload sensing system

If the platform load exceeds the maximum allowed load, no movement is possible from the 2 control boxes.

At ground and platform control boxes a buzzer sounds and an indicator light warns the operator.

To return the machine to normal operation remove weight from the platform until the load is below the maximum allowed load.

Daily check that the LED's illuminate when the machine is switched on:

- Verify that the Overload system is active: Refer to Indicator (15) at ground control box and LED (114) at platform control box display.
- Verify that the buzzers are functioning: Refer to  Buzzers test.

A periodic inspection of this device must be performed according to the recommendation in  Maintenance Schedule.

4.6 Oscillating axles (If equipped)

To improve the driving capability on rough terrain, the front axle is equipped with an oscillating mechanism. When the extending structure is retracted and is in the stowed position, oscillating mechanism is unlocked to adapt itself to the features of ground operation. When the extending structure is out of the stowed position, a safety device locks the oscillating mechanism to reduce overturning hazard.

ORIGINAL

ELECTRIC SCISSOR LIFTS



WARRANTY
HAULOTTE
5 YEARS

COMPACT **2032 E** COMPACT **2632 E DUAL**



SMART RUGGED DESIGN

- > Impact-proof counterweight with integrated ladder protection, AC motors and charger plug
- > Reinforced guardrails with additional vertical stiles for maximum durability

MAXIMIZED POTENTIAL

- > Access all worksites: foldable guardrails, lateral & longitudinal forklift pockets
- > IN/OUT usage with no platform weight capacity restriction

UNIQUE USER EXPERIENCE

- > Proportional movements for precise driving (AC motors)
- > Ergonomic upper control box with grab handle & speed selector

UNBEATABLE SERVICEABILITY

- > Haulotte Activ'Energy Management for battery care
- > On-board & remote settings and diagnostic tools with Haulotte Diag, Haulotte Activ'Screen and Sherpal telematics solution

haulotte-usa.com

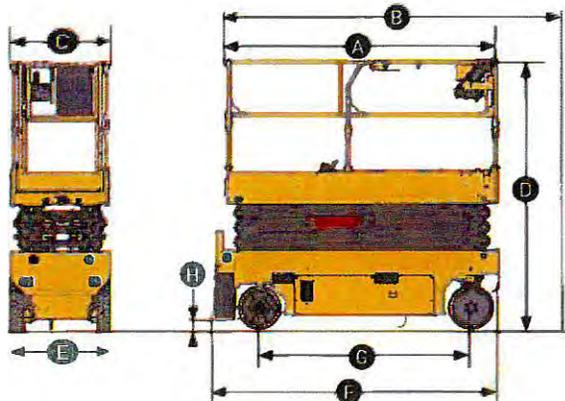
ORIGINAL **Haulotte** EQUIPMENT

COMPACT 2032 E COMPACT 2632 E DUAL

ELECTRIC SCISSOR LIFTS

TECHNICAL DATA

	COMPACT 2032 E	COMPACT 2632 E DUAL
Working height indoor	25 ft 8 in	31 ft 7 in
Working height outdoor	25 ft 8 in	23 ft 1 in
Platform height indoor	19 ft 8 in	25 ft 7 in
Platform height outdoor	19 ft 8 in	17 ft 1 in
Driveable up to indoor	19 ft 8 in	25 ft 7 in
Driveable up to outdoor	19 ft 8 in	17 ft 1 in
Lift capacity - inside	770 lb (2 pers.)	550 lb (2 pers.)
Lift capacity - outside	770 lb (1 pers.)	550 lb (1 pers.)
Lift capacity - extension		265 lb
A Platform length - outside		7 ft 10 in
B Platform length - extended		10 ft 11 in
Extension length		37 in
C Platform width - outside		32 in
D Height - stowed	7 ft 4 in	7 ft 9 in
Height - guardrails lowered	6 ft	6 ft 4 in
E Overall width		32 in
F Length		8 ft 2 in
G Wheelbase		6 ft 1 in
H Ground clearance		5 in
Ground clearance - pothole guards deployed		1 in
Drive speed	0.43 / 0.93 / 2.61 mph	
Gradeability	25 %	
Tilt (longitudinal / lateral)	3.5° / 1.5°	
Turning radius - outside	6 ft 9 in	
Non-marking tires	15 x 5	
Batteries	24 V - 225 Ah (C20)	
Hydraulic system capacity	3 gal	
Weight	4,675 lb	4,763 lb

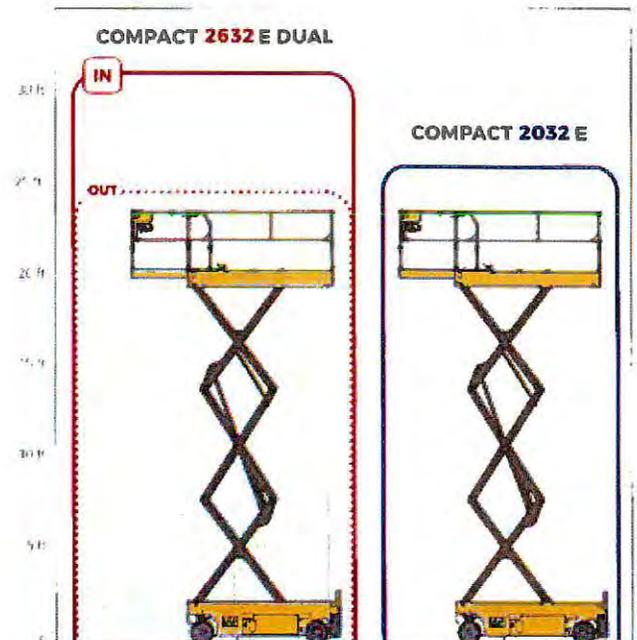


STANDARD EQUIPMENT

- > Haulotte Activ'Energy Management: Smart CAN charger
- > 27A multivoltage charger
- > Battery access with swing out tray
- > Battery level indicator
- > Haulotte Activ'Screen (battery charge information, hourmeter, service alerts & failures in code or in text...)
- > Lateral & longitudinal forklift pockets
- > Foldable guardrails
- > Front platform extension
- > AC motors
- > Mobile upper control box
- > 2 drive speeds selector
- > Manual emergency descent
- > Mobile pothole guards
- > MyHaulotte multi-services portal access
- > 2 front steering wheels, 2 rear drive wheels
- > Solid non marking tires
- > Motion alarm
- > Electric brake release system
- > Swing gate entry
- > Basket plug (110 / 230 V)
- > Manual selection for inside use (Dual only)
- > Single flashing light)

OPTIONS AND ACCESSORIES

- > Haulotte Activ'Energy Management: automatic or manual battery water filling systems
- > AGM maintenance-free batteries
- > Telematics solutions
- > Pipe cradle
- > Panel carrier
- > Additional protection of upper & lower control box
- > Working light
- > Flashing light (dual or 360°)
- > Biodegradable hydraulic oil
- > Cold weather hydraulic oil
- > Secondary guarding system





EDWARD M. BIRN
Director (Direktot)
ELIZABETH T. FISHER
Deputy Director (Sigundo Direktot)

**DEPARTMENT OF
ADMINISTRATION**
DIPATTAMENTON ATMENESTRASION
GENERAL SERVICES AGENCY DIVISION
(Ahension Setbision Hinirat)
Telephone (telefon): (671) 475-1705/1712/1713



LOURDES A. LEON GUERRERO
Governor (Maga'haga)
JOSHUA F. TENORIO
Lt. Governor (Sigundo Maga'láhi)

March 7, 2025

Invitation For Bid
GSA-017-25
Articulating Boom Lift and Indoor Scissor Lift (Latest Model)

Questions and Concerns received from Far East Equipment Company, LLC on February 25, 2025.

1. Is the funding for this bid local or federal funds?
Response: Funding is Federal funds with Local Matching funds
2. If federal funds, does this bid require "Buy America" or "Buy American"?
Response: Build America, Buy America does not apply to the purchase of this equipment.
3. If "Buy America" or "Buy American" is not required, is there a BABA waiver?
Response: No

Questions and Concerns received from Morrico Equipment, LLC on March 5, 2025.

1. Required Delivery Date: 35 – 45 Days Upon Receipt of Purchase Order requests delivery date extended to 75 to 90 days, for both articulating boom lift and indoor scissor lift.
Response: See Amendment #1
2. Bid Opening: 03/17/2025 at 10:00 AM - Morrico Equipment requests bid opening date pushed to 19 March 2025. Time of 10:00 AM remains the same.
Response: See Amendment #1

Please Note: Follow up/Clarification to the Questions and Concerns responses dated 03/07/2025 must be submitted to the General Services Agency via email to gsaprocurement@gsadoa.guam.gov no later than 5pm, Monday, March 10, 2025.


Andriana Quitugua
Acting Chief Procurement Officer

Please Print
Acknowledgement Copy (Email to GSA)
Received By Elizabeth T. Fisher
Date 03/17/2025
Company Name Morrico Equipment
Email to: gsaprocurement@gsadoa.guam.gov



DEPARTMENT OF REVENUE AND TAXATION
 GOVERNMENT OF GUAM
 P.O. Box 23607
 Barrigada, Guam 96921
 www.guamtax.com

BUSINESS LICENSE Serial# 2601183

R

Ltd Liability Company

Retail

EXPIRES: 1/31/2026

ACCOUNT NO. 30-200400017-001

ISSUED TO: MORRICO EQUIPMENT, L.L.C.

DOING BUSINESS AS: MORRICO EQUIPMENT, L.L.C.

TYPE OF LICENSE: SALE OF TRUCKS, FORKLIFTS, GENERATORS,
 & OTHER HEAVY EQUIPMENT & RELATED PARTS

BUSINESS LOCATION: LOT 2144-1B-R5-NEW1 & R/W

TAMUNING GUAM

MAILING ADDRESS: 197 YPAO RD

TAMUNING GUAM

TELEPHONE: HOME 0

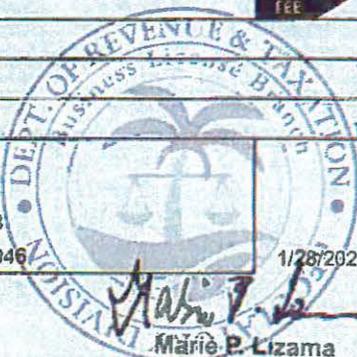
96913
 BUSINESS 6491946

FEE	1000 00
PENALTY	
TOTAL FEE	1000 00

PAID

2025-01-31

Treasurer of Guam
 #11



1/28/2025
 Marie P. Lizama
 ACTING DIRECTOR

DIRECTOR OF REVENUE AND TAXATION

KEEP POSTED IN A CONSPICUOUS PLACE.
 LICENSE MUST BE PRODUCED UPON DEMAND TO ANY AUTHORIZED GOV'T OFFICIAL.

ORIGINAL



DEPARTMENT OF REVENUE AND TAXATION
 GOVERNMENT OF GUAM
 P.O. Box 23607
 Barrigada, Guam 96921
 www.guamtax.com

BUSINESS LICENSE

Serial# 2601181

R

Ltd Liability Company

Service rental

EXPIRES: 1/31/2026

ACCOUNT NO. 14-200400017-001

ISSUED TO: MORRICO EQUIPMENT, L.L.C.
 DOING BUSINESS AS: MORRICO EQUIPMENT, L.L.C.
 TYPE OF LICENSE: RENTAL OF EQUIPMENT (CLEARED BY CLB)
 (WITH OR W/O OPERATOR)

FEE	50	00
PENALTY		
TOTAL FEE	50	00

BUSINESS LOCATION: LOT 2144-1B-R5-NEW1 & RW

TAMUNING GUAM

MAILING ADDRESS: 197 YPAO RD
 TAMUNING GUAM

TELEPHONE: HOME 0

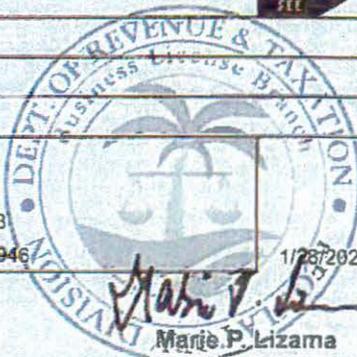
96913
 BUSINESS 6481946

1/28/2025

PAID
 GUAM 28 2025

Treasurer's

KEEP POSTED IN A CONSPICUOUS PLACE.
 LICENSE MUST BE PRODUCED UPON DEMAND TO ANY AUTHORIZED GOV'T OFFICIAL.



Marie P. Lizama
 Marie P. Lizama
 ACTING DIRECTOR
 DIRECTOR OF REVENUE AND TAXATION

ORIGINAL



DEPARTMENT OF REVENUE AND TAXATION
 GOVERNMENT OF GUAM
 P.O. Box 23607
 Barrigada, Guam 96921
 www.guamtax.com

BUSINESS LICENSE

Serial# 2601179

R

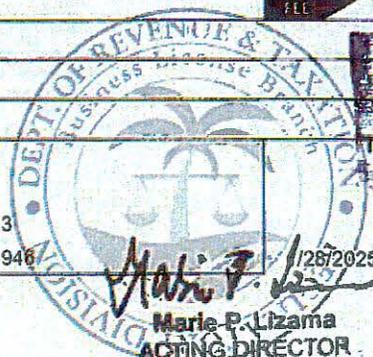
Ltd Liability Company

Service

EXPIRES: 1/31/2026

ACCOUNT NO. 13-200400017-001

		FEE	50 00
ISSUED TO: MORRICO EQUIPMENT, L.L.C.		PENALTY	
DOING BUSINESS AS: MORRICO EQUIPMENT, L.L.C.			
TYPE OF LICENSE: REPAIR OF HEAVY EQUIPMENT		TOTAL FEE	50 00
BUSINESS LOCATION: LOT 2144-1B-R5-NEW1 & RW			
TAMUNING GUAM			
MAILING ADDRESS: 197 YPAO RD		Treasurer of Gu	
TAMUNING GUAM		#11	
TELEPHONE: HOME 0	96913		
	BUSINESS 6481946		



Marie P. Lizama
 Marie P. Lizama
 ACTING DIRECTOR
 Marie P. Lizama

KEEP POSTED IN A CONSPICUOUS PLACE.
 LICENSE MUST BE PRODUCED UPON DEMAND TO ANY AUTHORIZED GOV'T OFFICIAL.

DIRECTOR OF REVENUE AND TAXATION

ORIGINAL



DEPARTMENT OF REVENUE AND TAXATION
 GOVERNMENT OF GUAM
 P.O. Box 23607
 Barrigada, Guam 96921
 www.guamtax.com

BUSINESS LICENSE

Serial# 2601182

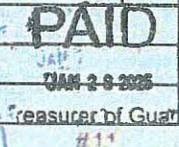
R

Ltd Liability Company

Wholesale

EXPIRES: 1/31/2026

ACCOUNT NO. 20-200400017-001

ISSUED TO: MORRICO EQUIPMENT, L.L.C.		FEE	800 00
DOING BUSINESS AS: MORRICO EQUIPMENT, L.L.C.		PENALTY	
TYPE OF LICENSE: WHOLESALE OF EQUIPMENT SPARE PARTS & RELATED ITEMS		TOTAL FEE	800 00
BUSINESS LOCATION: LOT 2144-1B-R5-NEW1 & RW TAMUNING GUAM			
MAILING ADDRESS: 197 YPAO RD TAMUNING GUAM			
TELEPHONE: HOME 0	96913	1/28/2025	
	BUSINESS 6481946		

KEEP POSTED IN A CONSPICUOUS PLACE.
 LICENSE MUST BE PRODUCED UPON DEMAND TO ANY AUTHORIZED GOV'T OFFICIAL.

DEPT. OF REVENUE & TAXATION
 Business License Branch

 Marie P. Lizama
 ACTING DIRECTOR
 DIRECTOR OF REVENUE AND TAXATION

ORIGINAL



DEPARTMENT OF REVENUE AND TAXATION
 GOVERNMENT OF GUAM
 P.O. Box 23607
 Barrigada, Guam 96921
 www.guamtax.com

BUSINESS LICENSE

Serial# 2601185

R

Ltd Liability Company

Service

EXPIRES: 1/31/2026

ACCOUNT NO. 13-200400017-003

ISSUED TO: MORRICO EQUIPMENT, L.L.C.
 DOING BUSINESS AS: MORRICO EQUIPMENT, L.L.C.
 TYPE OF LICENSE: DIESEL FUEL DELIVERY SERVICES

FEE	50	00
PENALTY		
TOTAL FEE	50	00

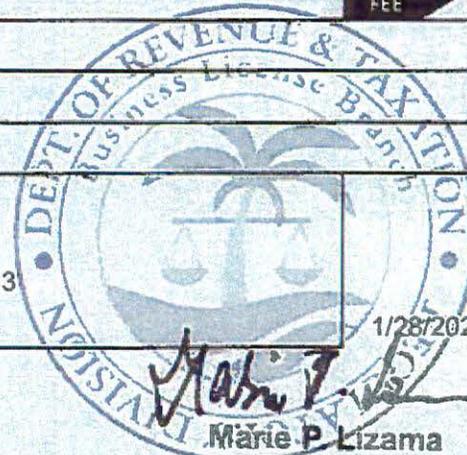
BUSINESS LOCATION: LOT 2144-1B-R5-NEW1 & R/W #197 YPAO RD
 TAMUNING GUAM
 MAILING ADDRESS: 197 YPAO RD
 TAMUNING GUAM

TELEPHONE: HOME 0

BUSINESS 0

96913

1/28/2025



PAID

JAN 28 2025

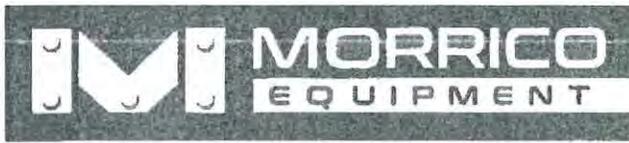
Assurer of Guam #11

Marie P. Lizama
 ACTING DIRECTOR

DIRECTOR OF REVENUE AND TAXATION

KEEP POSTED IN A CONSPICUOUS PLACE.
 LICENSE MUST BE PRODUCED UPON DEMAND TO ANY AUTHORIZED GOV'T OFFICIAL.

ORIGINAL



OFFICE 671.649.1946 671.649.1947
 PARTS 671.646.7914 671.646.7900

TO: Ms. Andriana Quitugua
 Acting Chief Procurement Officer
 General Services Agency
 2nd Floor ITC Bldg, Rm. 215
 Tamuning, Guam 96913

VIA: gsaprocurement@gsadoa.guam.gov
 FROM: Patrick Chargualaf / Jesse Munoz / Joel Lesh

DATE: 21 March 2025
 PAGES: 1

RE: **LETTER OF DEVIATION FOR GSA-017-25 ARTICULATING BOOM LIFT AND INDOOR SCISSOR LIFT (LATEST MODEL)**

Ms. Quitugua,

Hafa adai and good afternoon.

Morrigo Equipment submitting Letter of Deviation for the following

GSA-017-25 Articulating Boom Lift and Indoor Scissor Lift (Latest Model):

1. Line Item 1.0 Articulating Boom Lift (Latest Model)

Color: Department of Military Affairs reserves the right to Make Final selection of color options

- Custom color option will cost additional \$ 5,000.00 and increase lead time by 150 days.
- If factory color unchanged, delivery time will be per bid specification.

2. Line Item 2.0: Indoor Scissor Lift (Latest Model)

Color: Department of Military Affairs reserves the right to Make final selection of color options.

- Custom color option will cost additional \$ 5,000.00 and delivery time will be per bid specification.
- If factory color unchanged, delivery time will be per bid specification.

Please contact me at 649-1946 or 688-0309 if you have any questions.

Regards,

 for PC. 3/21/25
 Patrick Chargualaf
 Generator and Equipment Sales
 Morrigo Equipment LLC

GSA-017-25 Articulating Boom Lift and Indoor Scissor Lift Latest Model Feb 2025 Letter of Deviation Letter of Deviation Morrigo Equipment GSA-017-25 dt
 21 March 2025

TRASHCO GUAM

DIESEL DELIVERY

HEAVY EQUIPMENT

ORIGINAL



Each Bid or Proposal Received
(Bidder 2: Far East Equipment LLC)



GENERAL SERVICES AGENCY
(Ahensian Setbision Hinirat)

ORIGINAL

Government of Guam
2nd Floor ITC Bldg. Rm. 215, Tamuning, Guam 96931
Tel: 475-1705*475-1712*475-1713*

Accountability * Impartiality * Competence * Openness * Value

INVITATION FOR BID NO: GSA-017-25

DESCRIPTION:

Articulating Boom Lift and Indoor Scissor Lift (Latest Model)

SPECIAL REMINDER TO PROSPECTIVE BIDDERS

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

- (X) **BID GUARANTEE (15% of Bid Amount) May be in the form of;**
Reference #11 on the General Terms and Conditions
 - a. Cashier's Certified Check
 - b. Surety Bond - Valid only if accompanied by:
 - 1. Current Certificate of Authority issued by the Insurance Commissioner;
 - 2. Power of Attorney issued by the Surety to the Resident General Agent;
 - 3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.
- (X) **BROCHURES/DESCRIPTIVE LITERATURE;**
- (X) **AFFIDAVIT DISCLOSING OWNERSHIP, INFLUENCE, COMMISSIONS AND CONFLICTS OF INTEREST (Required by 5 GCA § 5233 as amended by P.L. 36-13 (4/9/2021))**
 - a. Date of signature of the person authorized to sign the bid and the notary date must be the same.
- (X) **OTHER REQUIREMENTS:**
Affidavit re Ethical Standards, Affidavit re No Gratuities or Kickbacks, Special Provision: Restriction Against Sexual Offenders, Affidavit D.O.L. Wage Determination, Affidavit re Non-Collusion, Affidavit re Contingent Fees.
- (X) **CURRENT BUSINESS LICENSE/CONTRACTOR'S LICENSE/SPECIALTY LICENSE IN REFERENCE TO SUPPLIES OR SERVICES FOR THIS BID must be submitted prior to an award.**

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

On this 25th day of February, 2025, I John Alexius Limtiaco Jr.,

authorized representative of Far East Equipment Company, LLC acknowledge receipt of this special reminder to prospective bidders with the above referenced IFB.

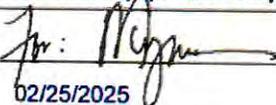
Bidder Representative's Signature

Invitation for Bid: GSA-017-25

ACKNOWLEDGEMENT RECEIPT FORM

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

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

Name	Far East Equipment Company, LLC
Signature	
Date	02/25/2025
Time	2:27 pm
Contact Number	671-888-6270
Fax Number	671-473-4370
Contact Person regarding IFB	John Alexius Limtiaco Jr.
Title	President
E-Mail Address	jlimtiaco@fareastequipment.com rsantos@fareastequipment.com mreyes@fareastequipment.com
Company/Firm	Far East Equipment Company, LLC
Address	P O Box 10838 Tamuning, GU 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 to the General Services Agency via email at gsaprocurement@gsadoa.guam.gov attention to the Chief Procurement Officer no later than Wednesday, March 5, 2025 close of business at 5:00pm.

Reference Page 10 of 45 #2(e) – No Entitlement to Preparation Costs – the bidder expressly waives any right it may have against the government for any expenses incurred in connection with the preparation of its bid.

Reference Page 10 of 45 #5. ACKNOWLEDGMENT OF AMENDMENTS TO SOLICITATIONS: Receipt of an amendment to a Solicitation by a bidder must be acknowledged by signing an acknowledgment of receipt of the amendment. Such acknowledgment must be received prior to the hour and date specified for receipt of bids.

Bid Opening: This bid shall be submitted in duplicate and sealed to the issuing office above no later than Time: 10:00am, Date: 03/17/2025 and shall be publicly opened. Bid submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions, and Sealed Bid Solicitation for details.

mreyes@fareastequipment.com

From: gsaprocurement <gsaprocurement@gsadoa.guam.gov>
Sent: Tuesday, February 25, 2025 3:36 PM
To: mreyes@fareastequipment.com
Cc: 'Ryne Santos'; 'John Limtiaco'
Subject: Re: GSA-017-25
Attachments: GSA-017-25_02252025143504.pdf

Hafa Adai,

Acknowledging receipt of attached acknowledgment(s).

Thank you,

GSA Procurement
671-475-1705
gsaprocurement@gsadoa.guam.gov
General Services Agency



CONFIDENTIALITY NOTICE: This email message is for sole use of intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, distribution, or copying is prohibited. If you are not the intended recipient, please contact the sender by replying to this email and destroy/delete all copies of this email message.

From: mreyes@fareastequipment.com <mreyes@fareastequipment.com>
Sent: Tuesday, February 25, 2025 3:23 PM
To: gsaprocurement <gsaprocurement@gsadoa.guam.gov>
Cc: 'Ryne Santos' <rsantos@fareastequipment.com>; 'John Limtiaco' <jlimtiaco@fareastequipment.com>
Subject: FW: GSA-017-25

CAUTION: This email originated from outside of the Government's Network. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear GSA Procurement Team,

Please see attached signed acknowledgement receipt form.

Thank you,

Marisa Wengu Reyes
Administrative Assistant
Email: mreyes@fareastequipment.com

INVITATION FOR BID CONTRACT

ISSUING OFFICE:
GENERAL SERVICES AGENCY
GOVERNMENT OF GUAM
2nd FLOOR ITC BLDG. RM. 215,
TAMUNING, GUAM 96931


ANDRIANA QUITUGUA
Acting Chief Procurement Officer

DATE ISSUED: **February 24, 2025**

BID INVITATION NO: **GSA-017-25**

BID FOR: Articulating Boom Lift and Indoor Scissor Lift (Latest Model)
SPECIFICATION: **SEE ATTACHED**
DESTINATION **DEPARTMENT OF MILLITARY AFFAIRS**

REQUIRED DELIVERY DATE: **90 Days Upon Receipt of Purchase Order.**

INSTRUCTION TO BIDDERS:

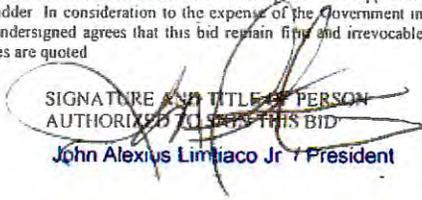
INDICATE WHETHER: INDIVIDUAL PARTNERSHIP CORPORATION

INCORPORATED IN: **Guam USA**

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) **2:00pm**, Date: **03/21/2025** and shall be publicly opened. Bid submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions, and Sealed Bid Solicitation for details.

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

NAME AND ADDRESS OF BIDDER
Far East Equipment Company LLC
P O. Box 10838
Tamuning, GU 96931

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS BID

John Alexis Limtiaco Jr / President

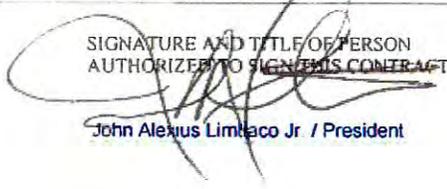
AWARD: CONTRACT NO.: _____ AMOUNT: _____ DATE: _____

ITEM NO(S). _____ AWARDED: _____

CONTRACTING OFFICER

ANDRIANA QUITUGUA
Acting Chief Procurement Officer

NAME AND ADDRESS OF CONTRACTOR
Far East Equipment Company, LLC
P O Box 10838
Tamuning, GU 96931

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS CONTRACT

John Alexis Limtiaco Jr / President

CONTRACT TERMS AND CONDITIONS

GSA-017-25 Articulating Boom Lift and Indoor Scissor Lift (Latest Model)

Article I

Contract Terms

- 1.1 **Required Delivery Date.** The Awardee shall provide the goods/services within ninety (90) days of receipt of purchase order.

Article II

Prohibitions

2.1 REPRESENTATION REGARDING GRATUITIES AND KICKBACKS

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

2.2 REPRESENTATION REGARDING CONTINGENT FEES

The contractor represents that it has not retained a person to solicit or secure a territorial contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

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

The bidder, offeror, or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.

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

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

**GOVERNMENT OF GUAM
GENERAL TERMS AND CONDITIONS**

SEALED BID SOLICITATION AND AWARD

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

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

12. **PERFORMANCE GUARANTEE:** Bidders who are awarded a contract under this solicitation, guarantee that goods will be delivered or required services performed within the time specified. Failure to perform the contract in a satisfactory manner may be cause for suspension or debarment from doing business with the Government of Guam. In addition, the Government will hold the Vendor liable and will enforce the requirements as set forth in Section 41 of these General Terms and Conditions.
13. **SURETY BONDS:** Bid and Bid Bonds coverage must be signed or countersigned in Guam by a foreign or alien surety's resident general agent. The surety must be an Insurance Company, authorized by the government of Guam and qualified to do business in Guam. Bids will be disqualified if the Surety Company does not have a valid Certificate of Authority from the Government of Guam to conduct business in Guam.
14. **COMPETENCY OF BIDDERS:** Bids will be considered only from the bidders who, in the opinion of the Government, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.
15. **DETERMINATION OF RESPONSIBILITY OF BIDDERS:** The Chief Procurement Officer reserves the right for securing from bidders information to determine whether or not they are responsible and to inspect plant site, place of business; and supplies and services as necessary to determine their responsibility in accordance with Section 16 of these General Terms and Conditions. (2 GAR, Div. 4 § 3116)
16. **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 No. (671) 475-1710, at least twenty-four (24) hours before delivery of any item under this solicitation.
25. **BILL OF SALE:** Successful supplier shall render Bills of Sale for each item delivered under this contract. Failure to comply with this requirement will result in rejection of delivery. The Bill of Sale must accompany the items delivered but will not be considered as an invoice for payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.
26. **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.**
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.

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).
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.
34. **COMPLIANCE WITH LAWS:** Bidders awarded a contract under this Solicitation shall comply with the applicable standard, provisions, and stipulations of all pertinent Federal and/or local laws, rules, and regulations relative to the performance of this contract and the furnishing of goods.
35. **CHANGE ORDER:** Any order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-03.1 of the Guam Procurement Regulations.
36. **STOP WORK ORDER:** Any stop work order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-04.1 of the Guam Procurement Regulations.
37. **CANCELLATION OF INVITATION FOR BIDS OR REQUEST FOR PROPOSALS:** Any Invitation for Bid may be cancelled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interests of the Territory in accordance with regulations promulgated by the Policy Office. The reasons therefor shall be made part of the contract file.
38. **TIME FOR COMPLETION:** It is hereby understood and mutually agreed by and between the contractor and the Government that the time for delivery to final destination or the timely performance of certain services is an essential condition of this contract. If the contractor refuses or fails to perform any of the provisions of this contract within the time specified in the Purchase Order (from the date Purchase Order is acknowledged by vendor), then the contractor is in default. Defaults will be treated subject to and in accordance with the provisions of 2 GAR, Div. 4 § 6101(8)
39. **JUSTIFICATION OF DELAY:** Bidders who are awarded contracts under this Solicitation, guarantee that the goods will be delivered to their destination or required services rendered within the time specified. If the bidder is not able to meet the specified delivery date, he is required to notify the Chief Procurement Officer of such delay. Notification shall be in writing and shall be receive by the Chief Procurement Officer at least twenty-four (24) hours before the specified delivery date. Notification of delay shall include an explanation of the causes and reasons for the delay including statement(s) from supplier or shipping company causing the delay. The Government reserves the right to reject delay justification if, in the opinion of the Chief Procurement Officer, such justification is not adequate.
40. **SERVICE-DISABLED VETERAN OWNED BUSINESS PREFERENCE:** Bidding is subject to the policy in favor of Service-Disabled Veteran Owned Business as defined in 5 GCA sections 5011 and 5012.
41. **LIQUIDATED DAMAGES:** When the contractor is given notice of delay or nonperformance as specified in Paragraph 1 (Default) of the Termination for Default Clause of this contract and fails to cure in the time specified, the contractor shall be liable for damages for delay in the amount of one-fourth of one percent (1%) of outstanding order per calendar day from date set for cure until either the territory reasonable obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contractor's delay or non-performance is excused under Paragraph 15 (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this contract, liquidated damages shall not be due the territory. The contractor remains liable for damages caused other than by delay. 2 GAR, Div. 4 §6101(d).
42. **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).
- 45. **Debarment and Suspension:** (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 46. **Byrd Anti-Lobbying Amendment:** (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 47. **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: John Alexius Limtiaco Jr.

Title: President

Address: P.O. Box 10838 Tamuning, GU 96931

Telephone: 671-888-6270

GOVERNMENT OF GUAM
SEALED BID SOLICITATION INSTRUCTIONS

1. **BID FORMS:** Each bidder shall be provided with one (1) Solicitation form. Additional copies may be provided upon request. Bidders requesting additional copies of said forms will be charged per page in accordance with 5 GCA § 10203 of the Government Code of Guam. All payments for this purpose shall be by cash, certified check or money order and shall be made payable to the General Services Agency (EO 86-24).
2. **PREPARATIONS OF BIDS:**
 - a) Bidders are required to examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at bidder's risk.
 - b) Each bidder shall furnish the information required by the Solicitation. The bidder shall sign the solicitation and print or type his name on the Schedule. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent are to be accompanied by evidence of this authority unless such evidence has been previously furnished to the issuing office.
 - c) Unit price for each unit offered shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the amount column of the Schedule for each item offered. In case of discrepancies between a unit price and extended price, the unit price will be presumed to be correct. Unit price(s) and extended price(s) apart from the "Basic and Alternate" bid, furnished outside of the space(s) provided will not be considered.
 - d) Bids for supplies or services other than those specified will not be considered. Time, if stated as a number of days, means calendar days and will include Saturdays, Sundays, and holidays beginning the day after the issuance of a Notice to Proceed. Time stated ending on a Saturday, Sunday or Government of Guam legal holiday will end at the close of the next business day.
 - e) **No Entitlement to Preparation Costs** – the bidder expressly waives any right it may have against the government for any expenses incurred in connection with the preparation of its bid.
 - f) Bidder shall indicate in the "Bidding On/Remarks" column of the bid form whether or not their bid complies on each item specified.
3. **EXPLANATION TO BIDDERS:** Any explanation desired by a bidder regarding the meaning or interpretation of the Solicitation, drawings, specifications, etc., must be submitted in writing and with sufficient time allowed for a written reply to reach all bidders before the submission of their bids. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective bidder concerning a Solicitation will be furnished to all prospective bidders in writing as an amendment to the Solicitation if such information would be prejudicial to informed bidders.
4. **PRE-OPENING MODIFICATION OR WITHDRAWAL OF BIDS:** Bids may be modified or withdrawn by written notice received in the office designated in the Invitation for Bids prior to the time and date set for bid opening. 2 GAR §3109(j)(1).
5. **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.
6. **SUBMISSION OF BIDS:**
 - a) Bids and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the Solicitation. The bidder shall show the hour and date specified in the Solicitation for receipt, the Solicitation number, and the name and address of the bidder on the face of the envelope.
 - b) Telegraphic bids will not be considered unless authorized by the Solicitation. However, bids may be modified or withdrawn by written or telegraphic notice, provided such notice is received prior to the hour and date specified for receipt (see paragraph 6 of these instructions).
 - c) Samples of items, when required, must be submitted within the time specified, unless otherwise specified by the Government, at no expense to the Government. If not destroyed by testing, samples will be returned at bidder's request and expense, unless otherwise specified by the Solicitation.
 - d) Samples or descriptive literature should not be submitted unless it is required on this solicitation. Regardless of any Attempt by a bidder to condition the bid, unsolicited samples or descriptive literature will not be examined or tested at the bidder's risk, and will not be deemed to vary any of the provisions of this Solicitation.
7. **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.

8. **LATE BID, LATE WITHDRAWALS, AND LATE MODIFICATIONS:**
- a) Definition: Any bid received after the time and date set for receipt of bids is late. Any withdrawal or modification of a bid received after the time and date set for opening of bids at the place designated for opening is late (Guam Procurement Regulations 2 GAR, Div.4 §3109(k)).
 - b) Treatment: No late bid, late modification, or late withdrawal will be considered unless received before contract award, and the bid, modification, or withdrawal would have been timely but for the action or inaction of territorial personnel directly serving the procurement activity.
9. **CANCELLATION OR REVISION OF BID:** This IFB may be canceled, or any and all bids may be rejected in whole or in part as may be pursuant to 2 GAR §3115, when it is in the best interest of the Government. Additionally, in accordance with 2 GAR §9105, if prior to award it is determined that a solicitation or proposed award of a contract is in violation of the law, then the solicitation or proposed award shall be canceled or revised to comply with the law. The reasons therefore shall be made part of the contract file.
10. **REJECTION OF BIDS:** Any bidder submitted in response to this IFB may be rejected in whole or in part with it is in the best interest of the Government, in accordance with GAR §3115(e). Reasons for rejecting bids include but are not limited to: (1) The business that submitted the bids is non-responsive as determined under GAR §3116; (2) The bid ultimately fails to meet the announced requirements of the Government in some material respect; or (3) The bid price is clearly unreasonable. Upon request, unsuccessful bidders shall be advised of the reasons for rejection.

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

11. **TERMINATION OF CONTRACT:** 1. **TERMINATION OF CONVENIENCE PURSUANT TO GAR § 6101(10)**
- a) Termination: The Government, when the interest of the Government so requires, may terminate this contract in whole or in part, for the Convenience of the Government. The Purchasing Agency shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.
 - b) Contractor's Obligations: The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified.
 - c) Condition of Termination: Notwithstanding the foregoing, the cessation of services for people requiring services shall be contingent upon the Government obtaining a substitute provider for the services and the contractor shall cooperate by taking all reasonable and necessary steps to ensure that services are not interrupted and transferred to the succeeding provider. The contractor shall issue a written memorandum detailing the status of the contractor's ongoing services initiating termination or any fault of either party.
12. **MANDATORY DISPUTES RESOLUTION CLAUSE:** In the event of a conflict between this "Mandatory Disputes Resolution Clause" and any other terms in this contract, it is the intent of the government of Guam and the contractor that the terms of this clause are to be given precedence.
- (1) Disputes - Contractual Controversies. The government of Guam and the contractor agree to attempt resolution of all controversies which arise under, or are by virtue of, this contract through mutual agreement. If the controversy is not resolved by mutual agreement, then the contractor shall request the head of the purchasing agency, or their designee, in writing to issue a final decision within sixty days after receipt of the written request in keeping with 5 GCA § 5427(c). The head of the purchasing agency or their designee shall immediately furnish a copy of the decision to the contractor, by certified mail with a return receipt requested, or by any other method that provides evidence of receipt.
 - (2) Absence of a Written Decision within Sixty Days. If the head of the purchasing agency, or their designee does not issue a written decision within sixty days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the contractor may proceed as though the head of the purchasing agency, or their designee had issued a decision adverse to the contractor.
 - (3) Appeals to the Office of Public Accountability. The head of the purchasing agency, or their designee's decision shall be final and conclusive, unless fraudulent or unless the contractor appeals the decision administratively to the Public Auditor in accordance with 5 GCA § 5706.
 - (4) Disputes - Money Owed To or By the Government of Guam. This subsection applies to appeals of the government of Guam's decision on a dispute. For money owed by or to the government of Guam under this contract, the contractor shall appeal the decision in accordance with the "Governments Claims Act", 5 GCA § 6101 et. Seq., by initially filing a claim with the Office of the Attorney General no later than eighteen months after the decision is rendered by the government of Guam or from the date when a decision should have been rendered. For all other claims by or against the government of Guam arising under this contract, the Office of the Public Auditor has jurisdiction over the appeal from the decision of the government of Guam. Appeals to the Office of the Public Auditor must be made within sixty days of government of Guam's decision or from the date the decision should have been made.

(5) **Exhaustion of Administrative Remedies.** The contractor shall exhaust all administrative remedies before filing an action in the Superior Court of Guam in accordance with applicable laws.

(6) **Performance of Contract Pending Final Resolution by the Court.** The contractor shall comply with the government of Guam's decision and proceed diligently with performance of this contract pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, this contract, except where the contractor claims a material breach of this contract by the government of Guam. However, if the head of the purchasing agency determines in writing that continuation of services under this contract is essential to the public's health or safety, then the contractor shall proceed diligently with performance of the contract notwithstanding any claim of material breach by the government of Guam.

13. **CONTRACT REMEDIES:** Remedies pursuant to 2 GAR § 9101. Any dispute arising under or out of this contract is subject to the provisions of Chapter 9 (Legal and Contractual Remedies) of Guam Procurement Regulations (GAR chapter 9)

14. **DISCOUNTS:**

a) Notwithstanding the fact that prompt payment discounts may be offered, such offer will not be considered in evaluating bids for award unless otherwise specified in the Solicitation. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of bids.

b) In connection with any discount offered, time will be computed from date of delivery and acceptance of the supplies to the destination as indicated in the purchase order or contract. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Government check.

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

16. **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.

17. **RECEIPT, OPENING AND RECORDING OF BIDS:** Bids and modifications shall be publicly opened in the presence of one or more witnesses, at the time, date, and place designated in the Invitation for Bids. The name of each bidder, the bid price, and such other information as is deemed appropriate by the Procurement Officer, shall be read aloud and recorded, or otherwise made available. The names and addresses of required witnesses shall be recorded at the opening. The opened bids shall be available for public inspection except to the extent the bidder designates trade secrets or other proprietary data to be confidential as set forth in accordance with Section 12, below. Material so designated shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. Prices, makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary (Guam Procurement Regulations 2 GAR, Div.4 §3109(k)).

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

19. **PROHIBITION AGAINST GRATUITIES AND KICKBACKS:** With respect to this procurement and any other contract that bidder may have or wish to enter into with the Government, the bidder represents that he/she has not violated, is not violating, and promises that he will not violate the prohibition against gratuities and kickbacks set forth in the Guam Procurement Regulations - GAR §11170(e)

20. **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.

21. **WAGE AND BENEFIT COMPLIANCE-CONTRACTORS PROVIDING SERVICES:**

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

employed in the direct deliverance of deliverables to the government of Guam. 5 GCA §5801 Contractor shall be responsible for flowing down this obligation to its subcontractors.

- b) The Wage Determination most recently issued by the U.S. Department of Labor at the time this Agreement was awarded to Contractor shall be used to determine wages and benefits which shall be paid to employees pursuant to this clause. 5 GCA §5801
- c) Should any contract contain a renewal clause, then at the time of renewal adjustments there shall be stipulations contained in that contract for applying the Wage Determination, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply. 5 GCA §5801
- d) In addition to the Wage Determination detailed above, health and similar benefits for employees having a minimum value as detailed in the wage Determination issued and promulgated by the U.S. Department of Labor shall apply. Contractor shall pay a minimum of ten (10) paid holidays per annum per employee. 5 GCA §5802

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

- e) In addition to any and all other breach of contract actions the Government of Guam may have under this procurement, in the event there is a violation in the process set forth in subsection (e) above, Contractor may be placed on probationary status by the Chief Procurement Officer of the General Service Agency, or its successor, for a period of one (1) year.
- f) During the probationary status, a Contractor shall not be awarded any contract by any instrumentality of the Government of Guam. A Contractor who has been placed on probationary status, or has been assessed a monetary penalty pursuant to 5 G.C.A. Article 13 Title 5 may appeal such penalty or probationary status to the Superior Court of Guam. 5 GCA §5804
- g) Contractor along with all proposed offerors and submitter under this procurement were required to submit a Declaration of Compliance with Wage Determination laws as part of this procurement with a copy of the most recent Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor. 5 GCA §5805
- h) The applicable USDOL Wage Determination Rate Revision (as defined by subsections (b) and (c)) is to this Agreement. Contractor agrees to provide upon written request by the Government of Guam written certification of its compliance with its obligations as part of each invoice, along with the names of any employees, their positions, and detailed wage and benefits paid in keeping with this section. Additionally upon request by Government of Guam the Contractor shall submit source documents as to those individuals provide direct services in part or whole under this Agreement and its payments to them of such wages and benefits.

22. **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. – GAR §11103(b)

23. **PROHIBITION AGAINST CONTINGENT FEES:** The Contractor represents that he has not retained any person or agency upon an Agreement or understanding for a percentage, commission, brokerage, or other contingent arrangement, except for retention of bona fide employees or bona fide established commercial selling agencies, to solicit or secure this Agreement or any other contract with the government of Guam or its agencies. GAR §11108(f)

24. **CONTRACTOR'S WARRANTY AS TO EMPLOYEES AND SEX OFFENSES. Reference 5 GCA §5253 (b):** Contractor warrants that no person providing services on behalf of the Contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry.

Contractor warrants that if any person providing services on behalf of Contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction. Any 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.

25. **POLICY IN FAVOR OF SERVICE-DISABLED VETERAN OWNED BUSINESSES:** P.L. 31-115 (September 20, 2011) 5 GCA §5011 and §5012 In the procurement of any supply or service, (except for professional services), if such supply or service is offered by a Service-Disabled Veteran Owned Business "SDVOB", as defined in 5 GCA § 5012, that is at least fifty one percent (51%) owned by service-disabled veteran(s), and if the supply or service is available within the period that is required for the procurement, and the price for the supply or service does not exceed one hundred five percent (105%) of the lowest bidder price, a

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

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

(a) Notwithstanding any other provision of law, if any entity of the government of Guam or any entity expending governmental funds intends to procure any supply or service which is offered by a business concern that is at least fifty-one percent (51%) owned by women, that entity shall procure such supply or service from that business concern if the supply or service is available within the period required by the procuring entity and the price for the supply or service does not exceed one hundred five percent (105%) of the lowest price bidder, and shall be in addition to any other procurement benefit the women-owned business may qualify for under Guam law. The procuring entity shall determine the lowest price to the entity in the case of more than one (1) women-owned business, or a women-owned business and a service-disabled veteran owned business, who are competing for the same government contract. (b) Qualifications of a Women-Owned Business. A business concern is qualified under Subsection (a) of this Section if: (1) the business concern is licensed to do business on Guam; (2) the business concern maintains its headquarters on Guam; (3) the business concern is at least fifty-one percent (51%) owned by women, who manage day-to-day operations and make long-term decisions; (4) the business concern is certified as a Women-Owned Small Business (WOSB) or an Economically Disadvantaged Women-Owned Small Business (EDWOSB) by the U.S. Small Business Administration; and (5) the owner(s) of the business concern has (have) filed individual tax returns on Guam for a period of at least three (3) consecutive years.

27. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION: The undersigned Bidder certifies that the bid price submitted was independently arrived at without collusion - GAR §3126

28. LICENSING OR CERTIFICATE(S) OF EXEMPTIONS: Bidders are cautioned that the Government will not consider for award any offer submitted by a bidder who cannot comply with the Guam Licensing Law. Specific information on license or exemptions may be obtained from the Director of Revenue and Taxation.

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

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

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

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

GOVERNMENT OF GUAM

GENERAL SERVICES AGENCY
2nd Floor ITC Bldg. Rm. 215,
Tamuning, Guam 96931

BID BOND

NO. GSA-017-25

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 _____ 202__.

(PRINCIPAL)

(SEAL)

(WITNESS)

(TITLE)

(MAJOR OFFICER OF SURETY)

(MAJOR OFFICER OF SURETY)

(TITLE)

(TITLE)

(RESIDENT GENERAL AGENT)



Headquarters
P.O. Box BW Hagåtña, Guam 96932
Tel: (671) 472-5300

Member FDIC

March 18, 2025

LC No.: 01-SB-2061
Dated: June 18, 2025
Amount: \$35,000.00

General Services Agency
2nd Floor ITC Bldg. Rm. 215
Tamuning, Guam 96931

Applicant: Far East Equipment Company, LLC.
17-3311 Corsair Road Tiyan
Barrigada, Guam 96913

Beneficiary: General Services Agency
2nd Floor ITC Bldg. Rm. 215
Tamuning, Guam 96931

To General Services Agency:

We hereby enclose our Irrevocable Standby Letter of Credit no. 01-SB-2061 dated March 18, 2025 in the amount of \$35,000.00 in your favor and for the account of Far East Equipment Company, LLC.

Please contact us should you have any questions.

Sincerely,
BANK OF GUAM

Anjanette SN Gibbons
AVP/LC Manager
anjanette.gibbons@bankofguam.com
Phone (671) 472-5149



Bank of Guam

Tel: (671) 472-5300

Headquarters • 111 Chalan Santo Papa, Hagåtña, Guam 96910

LETTER OF CREDIT Irrevocable Standby

Date: March 18, 2025

Letter of Credit No. 01-SB-2061

Amount: \$35,000.00

Expiration Date: June 18, 2025

APPLICANT:

Far East Equipment Company, LLC.
17-3311 Corsair Road Tiyan
Barrigada, Guam 96913

BENEFICIARY:

General Services Agency
2nd Floor ITC Bldg. Rm 215
Tamuning, Guam 96931

To General Services Agency:

We hereby establish our Irrevocable Standby Letter of Credit No. 01-SB-2061 in your favor for the account of Far East Equipment Company, LLC., 17-3311 Corsair Road Tiyan, Barrigada, Guam 96913 up to the aggregated amount of \$35,000.00 (Thirty-Five Thousand and no/100) available by your drafts drawn at SIGHT on Bank of Guam, 111 Chalan Santo Papa, Hagatna, Guam 96910 and accompanied by documents specified as follows:

- 1) Beneficiary's signed certificate stating that the applicant has defaulted on the terms and conditions set forth under Invitation for Bid No. GSA-017-25 for Articulating Boom Lift and Indoor Scissor Lift (Latest Model).
- 2) The original Letter of Credit and all Amendments, if any.

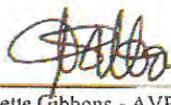
Partial drawings under this credit are not allowed.

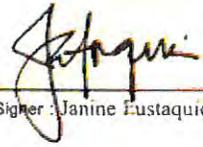
We hereby agree with you that all drafts drawn under and in compliance with the terms of this credit shall be met with due honor upon presentation and delivery of documents as specified to the drawee if drawn and presented for negotiation on or before June 18, 2025.

All documents are to be marked with Bank of Guam reference no. 01-SB-2061 and are to be forwarded in one cover to Bank of Guam, Headquarters. Attn: Letters of Credit Department, 111 Chalan Santo Papa, Hagatna, Guam 96910.

***** E N D *****

Sincerely
BANK OF GUAM

BY 
Authorized Signer: Anjanette Gibbons - AVP/LC Manager

BY 
Authorized Signer: Janine Eustaquio - VP/Credits Officer

PROVISIONS APPLICABLE TO THIS CREDIT: This credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Provision) International Chamber of Commerce Publication No. 600.

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.



DEPARTMENT OF REVENUE AND TAXATION
GOVERNMENT OF GUAM

P.O. Box 23607
Barrigada, Guam 96921
www.guamtax.com

Ltd Liability Company

EXPIRES: June 30, 2025

BUSINESS LICENSE

SERIAL # 2509168

R

Service

ACCOUNT NO. 13-200600764-01

ISSUED TO:	FAR EAST EQUIPMENT COMPANY, LLC	FEE	50 00
DOING BUSINESS AS:	FAR EAST EQUIPMENT COMPANY, LLC	PENALTY	0 00
TYPE OF LICENSE:	REPAIR OF AUTOMOTIVES TRUCKS BUSES HEAVY & INDUSTRIAL EQUIPMENTS	TOTAL FEE	50 00

BUSINESS LOCATION: #17-3311 CORSAIR RD

TIYAN BARRIGADA GUAM

MAILING ADDRESS: P O BOX 10838
TAMUNING GUAM

96931

TELEPHONE: HOME

BUSINESS 888-6270

06/11/2024

KEEP POSTED IN A CONSPICUOUS PLACE.
LICENSE MUST BE PRODUCED UPON
DEMAND TO ANY AUTHORIZED GOV'T
OFFICIAL.

Marie P. Lizama

Marie P. Lizama

ACTING DIRECTOR OF REVENUE AND TAXATION



DEPARTMENT OF REVENUE AND TAXATION
 GOVERNMENT OF GUAM
 P.O. Box 23607
 Barrigada, Guam 96921
 www.guamtax.com

Ltd Liability Company

EXPIRES: June 30, 2025

BUSINESS LICENSE

SERIAL # 2509171

R

Retail

ACCOUNT NO. 30-200600764-01

ISSUED TO:	FAR EAST EQUIPMENT COMPANY, LLC	FEE	1,000 00
DOING BUSINESS AS:	FAR EAST EQUIPMENT COMPANY, LLC	PENALTY	0 00
TYPE OF LICENSE:	SALE OF AUTOMOTIVES TRUCKS BUSES HEAVY & INDUSTRIAL EQUIPMENTS	TOTAL FEE	1,000 00

BUSINESS LOCATION: #17-3311 CORSAIR RD

TIYAN BARRIGADA GUAM

MAILING ADDRESS: P O BOX 10838

TAMUNING GUAM

TELEPHONE: HOME

96931

BUSINESS 888-6270

06/11/2024

KEEP POSTED IN A CONSPICUOUS PLACE.
 LICENSE MUST BE PRODUCED UPON
 DEMAND TO ANY AUTHORIZED GOV'T
 OFFICIAL

Marie P. Lizama

Marie P. Lizama

ACTING DIRECTOR OF REVENUE AND TAXATION



DEPARTMENT OF REVENUE AND TAXATION
 GOVERNMENT OF GUAM
 P.O. Box 23607
 Barrigada, Guam 96921
 www.guamtax.com

Ltd Liability Company
 EXPIRES: June 30, 2025

BUSINESS LICENSE

SERIAL # 2509170

R

Wholesale
 ACCOUNT NO. 20-200600764-01

ISSUED TO:	FAR EAST EQUIPMENT COMPANY, LLC	FEE	100 00
DOING BUSINESS AS:	FAR EAST EQUIPMENT COMPANY, LLC	PENALTY	0 00
TYPE OF LICENSE:	SALE OF TRUCKS BUSES EQUIPMENT & PARTS	TOTAL FEE	100 00

BUSINESS LOCATION: BLDG 17-3311 CORSAIR RD TIYAN

BARRIGADA GUAM

MAILING ADDRESS: PO BOX 10838
 TAMUNING GUAM

TELEPHONE: HOME 96931 BUSINESS 473-4376

06/11/2024

KEEP POSTED IN A CONSPICUOUS PLACE.
 LICENSE MUST BE PRODUCED UPON
 DEMAND TO ANY AUTHORIZED GOV'T
 OFFICIAL.

Marie P. Lizama
 Marie P. Lizama
 ACTING DIRECTOR OF REVENUE AND TAXATION

**AFFIDAVIT DISCLOSING OWNERSHIP, INFLUENCE, COMMISSIONS AND
CONFLICTS OF INTEREST**

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

CITY OF Hagatna)
) ss.
 ISLAND OF GUAM)

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

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the Bidder/Offeror/Prospective Contractor and that (please check and fill out all that apply):

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

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

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

Name of Owner	Principal Place of Business Street Address	% of Interest
<u>Pacific Unlimited Inc.</u>	<u>P O. Box 10838 Tamuning, GU 96931</u>	<u>100%</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

Name of >10% Owner Business or Artificial Person:

Pacific Unlimited Inc.	100%
-------------------------------	-------------

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

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

--

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

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

Second Tier Owner Name _____

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

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

Name of Natural Person	Position	Street Address of Principal Place of Business	Phone Number, Email Address, and other Contact Information
John A Limtiaco	President	17-3311 Corsair Rd Tiyan Barrigada, GU 96913	671-888-6270 jlimtiaco@fareastequipment.com
Selita L Limtiaco	Board of Director	17-3311 Corsair Rd Tiyan Barrigada, GU 96913	671-685-9615
Lawrence V Limtiaco	VP - Maintenance	17-3311 Corsair Rd Tiyan Barrigada, GU 96913	671-888-6273 llimtiaco@pacificunlimitedguam.com
Michael T Limtiaco	VP - Operation	17-3311 Corsair Rd Tiyan Barrigada, GU 96913	671-888-6280 mlimtiaco@pacificunlimitedguam.com

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

Name	Principal Place of Business Street Address	Amount of Compensation
N/A	N/A	N/A

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

Name	Principal Place of Business Street Address
N/A	N/A

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

Name	Principal Place of Business Street Address
N/A	N/A

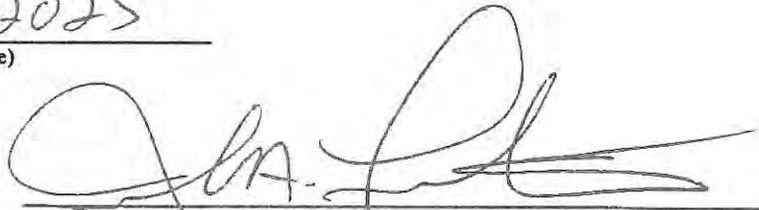
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Affidavit Disclosing Ownership, Influence,
Commissions and Conflicts of Interest
AG Procurement Form 002 (Rev. 11/17/2021)

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

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

Executed on: 3-19-2025
(date)



Signature of one of the following:
Bidder/Offeror/Prospective Contractor, if a licensed individual
Owner of sole proprietorship Bidder/Offeror/Prospective
Contractor
Partner, if the Bidder/Offeror/Prospective Contractor is a
partnership
Officer, if the Bidder/Offeror/Prospective Contractor is a
corporation

Subscribed and sworn to before me

This 19th day of March, 2025.



NOTARY PUBLIC

My commission expires: 11-3-2025



RENEE ANN C. WADE
NOTARY PUBLIC
In and for the Territory of Guam, U.S.A.
My Commission Expires: **NOV. 03, 2025**
111 Chalan Santo Papa Hagåtña, Guam 96910

AFFIDAVIT RE NON-COLLUSION

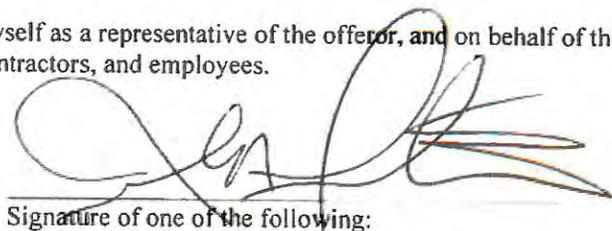
CITY OF Hagatna)
) SS.
ISLAND OF GUAM)

John Alexius Limtiaco Jr [state name of affiant signing below], being first duly sworn, deposes and says that:

1. The name of the offering company or individual is [state name of company] Far East Equipment Company, LLC.

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

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



Signature of one of the following:

Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

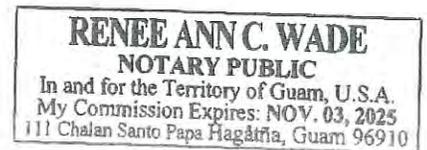
Subscribed and sworn to before me

this 19th day of March, 2025.



NOTARY PUBLIC

My commission expires November 3, 2025



AFFIDAVIT RE GRATUITIES OR KICKBACKS

CITY OF Hagatna)
) ss.
ISLAND OF GUAM)

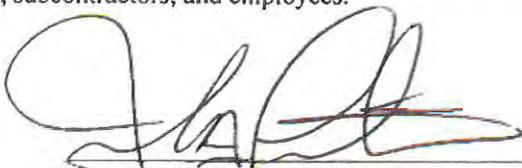
John Alexius Limtiaco Jr. [state name of affiant signing below], being first duly sworn, deposes and says that:

1. The name of the offering firm or individual is [state name of offeror company] Far East Equipment Company, LLC. Affiant is President [state one of the following: the offeror, a partner of the offeror, an officer of the offeror] making the foregoing identified bid or proposal.

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

3. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers, representatives, agents, subcontractors, or employees have offered, given or agreed to give, any government of Guam employee or former government employee, any payment, gift, kickback, gratuity or offer of employment in connection with the offeror's proposal.

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.



Signature of one of the following:

- Offeror, if the offeror is an individual;
- Partner, if the offeror is a partnership;
- Officer, if the offeror is a corporation.

Subscribed and sworn to before me
this 19th day of March, 2025.



NOTARY PUBLIC
My commission expires November 3, 2025.

RENEE ANN C. WADE
NOTARY PUBLIC
In and for the Territory of Guam, U.S.A.
My Commission Expires: **NOV. 03, 2025**
111 Chalan Santo Papa Hagatña, Guam 96910

AFFIDAVIT RE ETHICAL STANDARDS

CITY OF Hagatna)
) SS.
ISLAND OF GUAM)

John Alexius Lintiac Jr. [state name of affiant signing below], being first duly sworn, deposes and says that:

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



Signature of one of the following:

Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me
this 19th day of March, 2025.



NOTARY PUBLIC

My commission expires November 3, 2025.

RENEE ANN C. WADE
NOTARY PUBLIC
In and for the Territory of Guam, U.S.A.
My Commission Expires: **NOV. 03, 2025**
111 Chalan Santo Papa Hagatña, Guam 96910



DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

Procurement No.: GSA-017-25

Name of Offeror Company: Far East Equipment Company, LLC

I, John Alexius Limtiaco Jr. hereby certify under penalty of perjury:

(1) That I am President [please select one: 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.

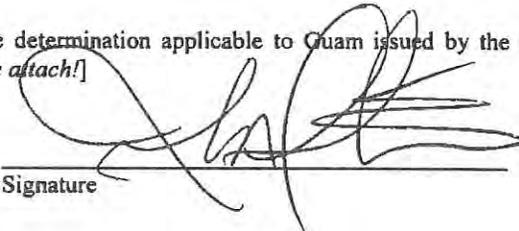
The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by the government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any contract contain a renewal clause, then at the 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

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

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

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<p>Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.75 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 2025.</p>
--	--

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

States: Guam, Northern Marianas, Wake Island

Area: Guam Statewide
Northern Marianas Statewide
Wake Island Statewide

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.27***
01012 - Accounting Clerk II		16.02***
01013 - Accounting Clerk III		17.93
01020 - Administrative Assistant		21.97
01035 - Court Reporter		17.40***
01041 - Customer Service Representative I		12.78***
01042 - Customer Service Representative II		14.23***
01043 - Customer Service Representative III		15.65***
01051 - Data Entry Operator I		12.16***
01052 - Data Entry Operator II		13.27***
01060 - Dispatcher, Motor Vehicle		17.39***
01070 - Document Preparation Clerk		13.85***
01090 - Duplicating Machine Operator		13.85***
01111 - General Clerk I		11.33***
01112 - General Clerk II		12.36***
01113 - General Clerk III		13.88***
01120 - Housing Referral Assistant		19.39
01141 - Messenger Courier		11.37***
01191 - Order Clerk I		12.57***
01192 - Order Clerk II		13.71***
01261 - Personnel Assistant (Employment) I		15.95***
01262 - Personnel Assistant (Employment) II		17.85

01263 - Personnel Assistant (Employment) III	19.89
01270 - Production Control Clerk	22.97
01290 - Rental Clerk	11.10***
01300 - Scheduler, Maintenance	15.55***
01311 - Secretary I	15.55***
01312 - Secretary II	17.40***
01313 - Secretary III	19.39
01320 - Service Order Dispatcher	15.40***
01410 - Supply Technician	21.97
01420 - Survey Worker	16.99***
01460 - Switchboard Operator/Receptionist	10.78***
01531 - Travel Clerk I	13.65***
01532 - Travel Clerk II	15.32***
01533 - Travel Clerk III	16.60***
01611 - Word Processor I	14.53***
01612 - Word Processor II	16.31***
01613 - Word Processor III	18.26
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	17.40***
05010 - Automotive Electrician	16.34***
05040 - Automotive Glass Installer	15.28***
05070 - Automotive Worker	15.28***
05110 - Mobile Equipment Servicer	13.11***
05130 - Motor Equipment Metal Mechanic	17.40***
05160 - Motor Equipment Metal Worker	15.28***
05190 - Motor Vehicle Mechanic	17.40***
05220 - Motor Vehicle Mechanic Helper	12.00***
05250 - Motor Vehicle Upholstery Worker	14.22***
05280 - Motor Vehicle Wrecker	15.28***
05310 - Painter, Automotive	16.34***
05340 - Radiator Repair Specialist	15.28***
05370 - Tire Repairer	12.67***
05400 - Transmission Repair Specialist	17.40***
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.21***
07041 - Cook I	15.29***
07042 - Cook II	17.82
07070 - Dishwasher	10.00***
07130 - Food Service Worker	10.18***
07210 - Meat Cutter	13.34***
07260 - Waiter/Waitress	9.89***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.70
09040 - Furniture Handler	11.94***
09080 - Furniture Refinisher	19.70
09090 - Furniture Refinisher Helper	14.47***
09110 - Furniture Repairer, Minor	17.15***
09130 - Upholsterer	19.70
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.12***
11060 - Elevator Operator	10.38***
11090 - Gardener	15.28***
11122 - Housekeeping Aide	10.38***
11150 - Janitor	10.38***
11210 - Laborer, Grounds Maintenance	11.55***
11240 - Maid or Houseman	10.24***
11260 - Pruner	10.34***
11270 - Tractor Operator	13.99***
11330 - Trail Maintenance Worker	11.55***
11360 - Window Cleaner	11.60***
12000 - Health Occupations	
12010 - Ambulance Driver	20.86
12011 - Breath Alcohol Technician	20.86
12012 - Certified Occupational Therapist Assistant	28.62
12015 - Certified Physical Therapist Assistant	28.62

12020 - Dental Assistant	18.79
12025 - Dental Hygienist	39.73
12030 - EKG Technician	31.60
12035 - Electroneurodiagnostic Technologist	31.60
12040 - Emergency Medical Technician	20.86
12071 - Licensed Practical Nurse I	18.65
12072 - Licensed Practical Nurse II	20.86
12073 - Licensed Practical Nurse III	23.25
12100 - Medical Assistant	14.50***
12130 - Medical Laboratory Technician	18.93
12160 - Medical Record Clerk	14.97***
12190 - Medical Record Technician	17.77
12195 - Medical Transcriptionist	18.65
12210 - Nuclear Medicine Technologist	45.85
12221 - Nursing Assistant I	12.43***
12222 - Nursing Assistant II	13.99***
12223 - Nursing Assistant III	15.26***
12224 - Nursing Assistant IV	17.12***
12235 - Optical Dispenser	20.86
12236 - Optical Technician	18.65
12250 - Pharmacy Technician	15.49***
12280 - Phlebotomist	18.65
12305 - Radiologic Technologist	31.60
12311 - Registered Nurse I	25.85
12312 - Registered Nurse II	31.60
12313 - Registered Nurse II, Specialist	31.60
12314 - Registered Nurse III	38.24
12315 - Registered Nurse III, Anesthetist	38.24
12316 - Registered Nurse IV	45.85
12317 - Scheduler (Drug and Alcohol Testing)	25.85
12320 - Substance Abuse Treatment Counselor	25.85
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.42
13012 - Exhibits Specialist II	26.53
13013 - Exhibits Specialist III	32.45
13041 - Illustrator I	21.42
13042 - Illustrator II	26.53
13043 - Illustrator III	32.45
13047 - Librarian	29.38
13050 - Library Aide/Clerk	17.05***
13054 - Library Information Technology Systems Administrator	26.53
13058 - Library Technician	18.11
13061 - Media Specialist I	19.15
13062 - Media Specialist II	21.42
13063 - Media Specialist III	23.87
13071 - Photographer I	19.15
13072 - Photographer II	21.42
13073 - Photographer III	26.53
13074 - Photographer IV	32.45
13075 - Photographer V	39.27
13090 - Technical Order Library Clerk	21.42
13110 - Video Teleconference Technician	19.15
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.71***
14042 - Computer Operator II	17.22***
14043 - Computer Operator III	19.19
14044 - Computer Operator IV	21.33
14045 - Computer Operator V	23.62
14071 - Computer Programmer I	(see 1) 15.73***
14072 - Computer Programmer II	(see 1) 19.50
14073 - Computer Programmer III	(see 1) 23.84
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1) 24.23
14102 - Computer Systems Analyst II	(see 1)

14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		15.71***
14160 - Personal Computer Support Technician		21.33
14170 - System Support Specialist		21.24
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		24.23
15020 - Aircrew Training Devices Instructor (Rated)		29.32
15030 - Air Crew Training Devices Instructor (Pilot)		34.91
15050 - Computer Based Training Specialist / Instructor		24.23
15060 - Educational Technologist		31.17
15070 - Flight Instructor (Pilot)		34.91
15080 - Graphic Artist		20.47
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		34.91
15086 - Maintenance Test Pilot, Rotary Wing		34.91
15088 - Non-Maintenance Test/Co-Pilot		34.91
15090 - Technical Instructor		17.67***
15095 - Technical Instructor/Course Developer		23.78
15110 - Test Proctor		15.70***
15120 - Tutor		15.70***
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		11.38***
16030 - Counter Attendant		11.38***
16040 - Dry Cleaner		12.98***
16070 - Finisher, Flatwork, Machine		11.38***
16090 - Presser, Hand		11.38***
16110 - Presser, Machine, Drycleaning		11.38***
16130 - Presser, Machine, Shirts		11.38***
16160 - Presser, Machine, Wearing Apparel, Laundry		11.38***
16190 - Sewing Machine Operator		13.53***
16220 - Tailor		14.07***
16250 - Washer, Machine		11.91***
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.70
19040 - Tool And Die Maker		24.77
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		15.36***
21030 - Material Coordinator		22.97
21040 - Material Expediter		22.97
21050 - Material Handling Laborer		13.83***
21071 - Order Filler		10.62***
21080 - Production Line Worker (Food Processing)		15.36***
21110 - Shipping Packer		17.12***
21130 - Shipping/Receiving Clerk		17.12***
21140 - Store Worker I		16.59***
21150 - Stock Clerk		23.33
21210 - Tools And Parts Attendant		15.36***
21410 - Warehouse Specialist		15.36***
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		25.04
23019 - Aircraft Logs and Records Technician		19.47
23021 - Aircraft Mechanic I		23.84
23022 - Aircraft Mechanic II		25.04
23023 - Aircraft Mechanic III		26.30
23040 - Aircraft Mechanic Helper		16.58***
23050 - Aircraft, Painter		22.39
23060 - Aircraft Servicer		19.47
23070 - Aircraft Survival Flight Equipment Technician		22.39
23080 - Aircraft Worker		21.03
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		21.03
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II		23.84
23110 - Appliance Mechanic		19.70
23120 - Bicycle Repairer		15.81***
23125 - Cable Splicer		24.19

23130 - Carpenter, Maintenance	17.58***
23140 - Carpet Layer	18.43
23160 - Electrician, Maintenance	20.04
23181 - Electronics Technician Maintenance I	18.43
23182 - Electronics Technician Maintenance II	19.70
23183 - Electronics Technician Maintenance III	20.98
23260 - Fabric Worker	17.15***
23290 - Fire Alarm System Mechanic	16.77***
23310 - Fire Extinguisher Repairer	15.81***
23311 - Fuel Distribution System Mechanic	20.98
23312 - Fuel Distribution System Operator	15.81***
23370 - General Maintenance Worker	13.77***
23380 - Ground Support Equipment Mechanic	23.84
23381 - Ground Support Equipment Servicer	19.47
23382 - Ground Support Equipment Worker	21.03
23391 - Gunsmith I	15.81***
23392 - Gunsmith II	18.43
23393 - Gunsmith III	20.98
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.22
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	21.51
23430 - Heavy Equipment Mechanic	20.41
23440 - Heavy Equipment Operator	18.33
23460 - Instrument Mechanic	20.98
23465 - Laboratory/Shelter Mechanic	19.70
23470 - Laborer	13.83***
23510 - Locksmith	19.70
23530 - Machinery Maintenance Mechanic	25.08
23550 - Machinist, Maintenance	20.98
23580 - Maintenance Trades Helper	11.77***
23591 - Metrology Technician I	20.98
23592 - Metrology Technician II	22.31
23593 - Metrology Technician III	23.62
23640 - Millwright	20.98
23710 - Office Appliance Repairer	19.46
23760 - Painter, Maintenance	18.74
23790 - Pipefitter, Maintenance	19.96
23810 - Plumber, Maintenance	18.75
23820 - Pneudraulic Systems Mechanic	20.98
23850 - Rigger	20.98
23870 - Scale Mechanic	18.43
23890 - Sheet-Metal Worker, Maintenance	20.80
23910 - Small Engine Mechanic	18.43
23931 - Telecommunications Mechanic I	20.98
23932 - Telecommunications Mechanic II	22.31
23950 - Telephone Lineman	22.68
23960 - Welder, Combination, Maintenance	19.96
23965 - Well Driller	21.13
23970 - Woodcraft Worker	20.98
23980 - Woodworker	15.81***
24000 - Personal Needs Occupations	
24550 - Case Manager	16.09***
24570 - Child Care Attendant	10.22***
24580 - Child Care Center Clerk	13.25***
24610 - Chore Aide	14.06***
24620 - Family Readiness And Support Services Coordinator	16.09***
24630 - Homemaker	16.12***
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.79
25040 - Sewage Plant Operator	22.89
25070 - Stationary Engineer	22.79
25190 - Ventilation Equipment Tender	15.72***
25210 - Water Treatment Plant Operator	22.89

27000 - Protective Service Occupations	
27004 - Alarm Monitor	11.21***
27007 - Baggage Inspector	10.02***
27008 - Corrections Officer	14.59***
27010 - Court Security Officer	14.59***
27030 - Detection Dog Handler	11.21***
27040 - Detention Officer	14.59***
27070 - Firefighter	14.59***
27101 - Guard I	10.02***
27102 - Guard II	11.21***
27131 - Police Officer I	14.59***
27132 - Police Officer II	16.21***
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.44***
28042 - Carnival Equipment Repairer	14.68***
28043 - Carnival Worker	9.93***
28210 - Gate Attendant/Gate Tender	13.18***
28310 - Lifeguard	11.60***
28350 - Park Attendant (Aide)	14.74***
28510 - Recreation Aide/Health Facility Attendant	11.84***
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	26.02
29020 - Hatch Tender	26.02
29030 - Line Handler	26.02
29041 - Stevedore I	24.21
29042 - Stevedore II	27.82
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	45.21
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	31.17
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	34.34
30021 - Archeological Technician I	18.41
30022 - Archeological Technician II	20.59
30023 - Archeological Technician III	25.51
30030 - Cartographic Technician	25.51
30040 - Civil Engineering Technician	25.51
30051 - Cryogenic Technician I	28.25
30052 - Cryogenic Technician II	31.21
30061 - Drafter/CAD Operator I	18.41
30062 - Drafter/CAD Operator II	20.59
30063 - Drafter/CAD Operator III	22.96
30064 - Drafter/CAD Operator IV	28.25
30081 - Engineering Technician I	17.32***
30082 - Engineering Technician II	19.44
30083 - Engineering Technician III	21.74
30084 - Engineering Technician IV	26.94
30085 - Engineering Technician V	32.95
30086 - Engineering Technician VI	39.86
30090 - Environmental Technician	25.51
30095 - Evidence Control Specialist	25.51
30210 - Laboratory Technician	22.96
30221 - Latent Fingerprint Technician I	28.25
30222 - Latent Fingerprint Technician II	31.21
30240 - Mathematical Technician	25.51
30361 - Paralegal/Legal Assistant I	19.54
30362 - Paralegal/Legal Assistant II	24.21
30363 - Paralegal/Legal Assistant III	29.61
30364 - Paralegal/Legal Assistant IV	35.83
30375 - Petroleum Supply Specialist	31.21
30390 - Photo-Optics Technician	25.51
30395 - Radiation Control Technician	31.21
30461 - Technical Writer I	25.51
30462 - Technical Writer II	31.21

30463 - Technical Writer III	37.75
30491 - Unexploded Ordnance (UXO) Technician I	28.73
30492 - Unexploded Ordnance (UXO) Technician II	34.76
30493 - Unexploded Ordnance (UXO) Technician III	41.67
30494 - Unexploded (UXO) Safety Escort	28.73
30495 - Unexploded (UXO) Sweep Personnel	28.73
30501 - Weather Forecaster I	28.25
30502 - Weather Forecaster II	34.36
30620 - Weather Observer, Combined Upper Air Or	(see 2) 22.96
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 25.51
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	34.76
31020 - Bus Aide	8.97***
31030 - Bus Driver	12.75***
31043 - Driver Courier	10.26***
31260 - Parking and Lot Attendant	9.91***
31290 - Shuttle Bus Driver	11.65***
31310 - Taxi Driver	11.41***
31361 - Truckdriver, Light	11.21***
31362 - Truckdriver, Medium	12.16***
31363 - Truckdriver, Heavy	17.57***
31364 - Truckdriver, Tractor-Trailer	17.57***
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	16.95***
99030 - Cashier	10.26***
99050 - Desk Clerk	10.01***
99095 - Embalmer	28.73
99130 - Flight Follower	28.73
99251 - Laboratory Animal Caretaker I	25.47
99252 - Laboratory Animal Caretaker II	27.83
99260 - Marketing Analyst	21.54
99310 - Mortician	28.73
99410 - Pest Controller	16.07***
99510 - Photofinishing Worker	15.10***
99710 - Recycling Laborer	17.32***
99711 - Recycling Specialist	23.38
99730 - Refuse Collector	16.40***
99810 - Sales Clerk	10.63***
99820 - School Crossing Guard	18.82
99830 - Survey Party Chief	24.38
99831 - Surveying Aide	13.87***
99832 - Surveying Technician	18.02
99840 - Vending Machine Attendant	25.47
99841 - Vending Machine Repairer	32.44
99842 - Vending Machine Repairer Helper	25.47

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

HEALTH & WELFARE EO 13706: \$4.93 per hour, up to 40 hours per week, or \$197.20 per week, or \$854.53 per month*

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

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

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

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

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

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

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

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

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

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

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

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you

work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

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

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

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

**** UNIFORM ALLOWANCE ****

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

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

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

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

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

AFFIDAVIT RE CONTINGENT FEES

CITY OF Hagatna)
) SS.
ISLAND OF GUAM)

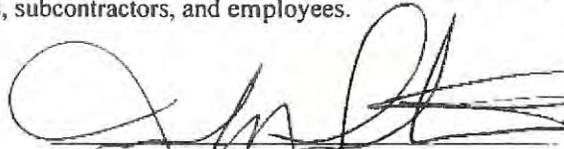
John Alexius Limtiaco Jr. [state name of affiant signing below], being first duly sworn, deposes and says that:

1. The name of the offering company or individual is [state name of company] Far East Equipment Company, LLC.

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

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

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.



Signature of one of the following:

Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me

this 14th day of March, 2025.



NOTARY PUBLIC

My commission expires November 3, 2025.

RENEE ANN C. WADE
NOTARY PUBLIC
In and for the Territory of Guam, U.S.A.
My Commission Expires: **NOV. 03, 2025**
111 Chalan Santo Papa Hagåtña, Guam 96910

Special Provisions

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

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

[Handwritten Signature] 3-19-2025

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

Subscribed and sworn before me this 19th day of March, 2025

[Handwritten Signature]

NOTARY PUBLIC
My commission expires, 11-3-2025

RENEE ANN C. WADE
NOTARY PUBLIC
In and for the Territory of Guam, U.S.A.
My Commission Expires: **NOV. 03, 2025**
111 Chalan Santo Papa Hagåtña, Guam 96910



CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, John Alexis Limiaco Jr / President, hereby certify
(Name and title of official)

On behalf of Far East Equipment Company, LLC that:
(Name of Bidder/Company Name)

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name Far East Equipment Company, LLC

Type or print name John Alexis Limiaco Jr.

Signature of authorized representative

Date 3/19/2025

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

Subscribed and sworn to before me this 19th day of March, 2025.

NOTARY PUBLIC
My commission expires, 11-3-2025

RENEE ANN C. WADE
NOTARY PUBLIC
In and for the Territory of Guam, U.S.A.
My Commission Expires: NOV. 03, 2025
111 Chalan Santo Papa Hagaña, Guam 96910



<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QTY.</u>	<u>UOM</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
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1.0	Articulating Boom Lift (Latest Model)	1	EA	\$ 173,996.91	\$ 173,996.91
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As per the following specifications:

GENERALS:

The specifications have been written to describe minimum equipment and performance requirements to be supplied by the equipment manufacturer bidding. Reasonable test may be conducted upon delivery before acceptance.

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

Articulating Boom Lift shall be new / unused, current model year production.

Articulating Boom Lift shall be supplied with all standard equipment and accessories indicated in manufacturer's published literature/brochure unless specifically deleted as stated in this specification. Optional equipment necessary to meet the requirement of this specification shall be installed.

SPECIFICATIONS:

BIDDING ON/REMARKS

TYPE OF CONTRUCTION LIFT:

Articulating Boom Lift

Comply

POWER:

Drive and Steer: 4WD X 2WS

System Voltage: 12VDC

Diesel Fuel Tank Capacity: Standard manufacture recommended

Hydraulic Tank Capacity: Standard manufacture recommended

Comply

CONTROL SYSTEM:

Three (3) Joysticks - Variable Proportional Control
and Accuracy in reach target

Display Screen – display fault and status
information, machine status, fault diagnosis, parameters
and settings.

Comply

LOAD CAPACITY:

Minimum of two (2) persons

Load Capacity: Minimum of 550lbs

Comply

LIFT HEIGHT REQUIREMENT:

Platform Height: Minimum of 70FT

Working Height: Minimum of 75FT

Comply

ROTATION REQUIREMENT:

Turntable Rotation: 360°

WHEELS / TIRES:

Comply

Each vehicle shall be supplied with four (4) matching wheels and foam filled tires. Non-Marking Tires

Comply

WARRANTY:

Minimum 5-year warranty to include parts and labor. Equipment service/maintenance to be scheduled as recommended by manufacturer.

Comply

ACCESSORIES:

Horn and Buzzer
Flashing Beacon
Emergency Stop and Lowering System
Weighing System
Manual storage box

Comply

TRAINING:

The successful bidder shall provide comprehensive Operator Familiarization training for no less than five Department of Military Affairs personnel

Comply

COLOR:

Department of Military Affairs reserves the right to Make final selection of color options.

Comply

Service\Maintenance and Repair Manuals

The successful bidder shall provide (1) complete set of the most current service \ shop repair manuals Book Form or CD ROM or access to them electronically at no additional cost during the life of the Articulating Boom Lift. Manuals shall cover the entire Articulating Boom Lift to include: Engine, Transmission, Body, Chassis, Wiring locators\diagrams and all parts manuals associated with Articulating Boom Lift. If this cannot be provided, relative technical assistance shall be provided through the life of the Articulating Boom Lift at no cost to the government. Statement of compliance shall be present at the time of Articulating Boom Lift delivery.

Yes, offer as requested: _____
 No, remarks: _____

Service Required: Manufacturer's recommended preventive maintenance as defined by the manufacturer's scheduled maintenance guide shall be performed through the duration of Manufacturer's powertrain warranty, all parts, labor, and disposal fees included at "No Cost to the Government of Guam". (Documentation\Service contract shall be included with the delivery of vehicle).

Yes, offer as requested: **Not to exceed 2,000 hours per year.** _____
 No, remarks: _____

Warranty: (All guarantee, warranty, and service periods begin on date of delivery).

1. The successful bidder shall guarantee all parts, components, materials and workmanship associated with the Articulating Boom Lift delivered to be free from defects for the period of (1) year starting at the date of delivery. Unlimited to include lights, fuses etc. Unless defect is determined to be caused by obvious operator negligence.

Yes, offer as requested: _____
 No, remarks: _____

2. The successful bidder shall provide the manufacture's standard warranty. Certification of warranty and its limitations shall be provided upon delivery of Articulating Boom Lift.

Yes, offer as requested: _____
 No, remarks: _____

3. The successful bidder shall be fully responsible to entertain, address, negotiate and schedule any and all warranty related issues whether in house or with outside vendors.

Yes, offer as requested: _____
 No, remarks: _____

4. The successful bidder shall provide service such as diagnostic, repair or adjustment of the Articulating Boom Lift on the government premises or field location. If repair cannot be done on location, bidder shall have Articulating Boom Lift transferred to shop where repair can be executed at any time within the warranty period.

Yes, offer as requested: _____
 No, remarks: _____

Warranty and service conditions:

1. The successful bidder shall be responsible for all cost associated with warranty and service. To include but not limited to: Transport, diagnostic, parts, labor, disposal etc.

Yes, offer as requested: _____
 No, remarks: _____

2. During warranty period, the Government of Guam will not be liable for diagnostic fees not covered by warranty. Exception: Defect determined to be caused by obvious operator negligence.

Yes, offer as requested: _____
 No, remarks: _____

3. All warranty and maintenance services shall be performed by manufacture\factory trained, authorized technicians.

Yes, offer as requested: _____
 No, remarks: _____

4. Due to nature of services provided by the Government of Guam all maintenance and warranty repairs shall be subject to priority scheduling and performed expeditiously.

Yes, offer as requested: _____
 No, remarks: _____

5. If the Articulating Boom Lift is out of service for three (3) consecutive days or longer awaiting parts, service or repairs, the total amount of time shall be added to existing warranty period.

Yes, offer as requested: _____
 No, remarks: _____

6. Through the duration of Warranty periods specified, if Articulating Boom Lift is out of service pending parts or repairs for two (2) consecutive days or longer, an equivalent loaner Articulating Boom Lift shall be provided at no cost to the Government of Guam.

Yes, offer as requested: _____

No, remarks: _____

7. If the Articulating Boom Lift is inoperable/undrivable, towing service is required to, from, and returned, during the vehicle warranty period, at no cost to the Government of Guam.

Yes, offer as requested: _____

No, remarks: _____

NOTE:

Partial deliveries will not be accepted. All requirement specified must be provided and installed at time of delivery.

Articulating Boom Lift must be inspected and pass inspection by authorized safety inspection station.

Articulating Boom Lift must be delivered to the Department of Military Affairs.

BIDDING ON:

MANUFACTURED BY: Hunan Sinoboom
YEAR: 2025
MAKE: Sinoboom
MODEL: AB22J
DATE OF DELIVERY: 90 Days (subject to force majeure)

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QTY.</u>	<u>UOM</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
2.0	Indoor Scissor Lift (Latest Model)	1	EA	\$ <u>34,494.90</u>	\$ <u>34,494.90</u>

As per the following specifications:

GENERALS:

The specifications have been written to describe minimum equipment and performance requirements to be supplied by the equipment manufacturer bidding. Reasonable test may be conducted upon delivery before acceptance.

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

Indoor Scissor Lift shall be new / unused, current model year production.

Indoor Scissor Lift shall be supplied with all standard equipment and accessories indicated in manufacturer's published literature/brochure unless specifically deleted as stated in this specification. Optional equipment necessary to meet the requirement of this specification shall be installed.

SPECIFICATIONS:

BIDDING ON/REMARKS

TYPE OF CONSTRUCTION LIFT:

Indoor Scissor Lift

Comply

POWER:

System Voltage and Drive: 24V Electric

Motor: Asynchronous

Batteries: 24V 225 Ah

Charger: 110V, 27A multi-voltage

Power to Platform: 120VAC

Hydraulic Tank Capacity: Standard manufacture recommended

Comply

CONTROL SYSTEM:

Ergonomic upper control box with grab handle and speed selector, dashboard display with critical alert icons, fuel and battery indicators, and temperature and potential technical failure alerts. Ability to pass through standard double-door entrances.

Comply

LOAD CAPACITY:

Minimum of one (1) person, maximum of two (2) persons

Load Capacity: Minimum of 550 lbs

Extended Platform Safe Working Load Capacity:

Minimum of 265 lbs

Comply

PLATFORM, LIFT, AND TILT REQUIREMENTS:

Platform Size: Minimum of 94in x 32in

Indoor Platform Height: Minimum of 25ft

Outdoor Platform Height: Minimum of 17ft
Indoor Working Height: Minimum of 31ft
Outdoor Working Height: Minimum of 23ft
Tilt: Minimum of 3.5 degrees longitudinal, 1.5 degrees lateral

Comply

WHEELS/TIRES:

Each vehicle shall be supplied with two (2) front steering wheels, two (2) rear drive wheels, and non-marking solid tires.

Comply

WARRANTY:

Minimum 5- year warranty to include parts and labor.
Equipment service/maintenance to be scheduled as recommended by manufacturer.

Comply

ACCESSORIES:

Secondary guarding device
Pothole guards
Reinforced and foldable guardrails
Lateral and longitudinal forklift pockets
Swing gate entry
Motion alarm
Electric brake release system

Comply

TRAINING:

The successful bidder shall provide comprehensive Operator Familiarization training for no less than five Department of Military Affairs personnel

Comply

COLOR:

Department of Military Affairs reserves the right to Make final selection of color options.

Comply

Service\Maintenance and Repair Manuals

The successful bidder shall provide (1) complete set of the most current service \ shop repair manuals Book Form or CD ROM or access to them electronically at no additional cost during the life of the Indoor Scissor Lift. Manuals shall cover the entire Indoor Scissor Lift to include: Engine, Transmission, Body, Chassis, Wiring locators\diagrams and all parts manuals associated with Indoor Scissor Lift. If this cannot be provided, relative technical assistance shall be provided through the life of the Indoor Scissor Lift at no cost to the government. Statement of compliance shall be present at the time of Scissor Lift delivery.

Yes, offer as requested: _____

No, remarks: _____

Service Required: Manufacturer's recommended preventive maintenance as defined by the manufacturer's scheduled maintenance guide shall be performed through the duration of Manufacturer's powertrain warranty, all parts, labor, and disposal fees included at "No Cost to the Government of Guam". (Documentation\Service contract shall be included with the delivery of vehicle).

Yes, offer as requested: Not to exceed 2,000 hours per year.

() No, remarks: _____

Warranty: (All guarantee, warranty, and service periods begin on date of delivery).

1. The successful bidder shall **guarantee** all parts, components, materials and workmanship associated with the Indoor Scissor Lift delivered to be free from defects for the period of (1) year starting at the date of delivery. Unlimited to include lights, fuses etc. **Unless defect is determined to be caused by obvious operator negligence.**

Yes, offer as requested: _____

() No, remarks: _____

2. The successful bidder shall provide the manufacture's standard warranty. Certification of warranty and its limitations shall be provided upon delivery of Indoor Scissor Lift.

Yes, offer as requested: _____

() No, remarks: _____

3. The successful bidder shall be fully responsible to entertain, address, negotiate and schedule any and all warranty related issues whether in house or with outside vendors.

Yes, offer as requested: _____

() No, remarks: _____

4. The successful bidder shall provide service such as diagnostic, repair or adjustment of the Indoor Scissor Lift on the government premises or field location. If repair cannot be done on location, bidder shall have Indoor Scissor Lift transferred to shop where repair can be executed at any time within the warranty period.

Yes, offer as requested: _____

() No, remarks: _____

Warranty and service conditions:

1. The successful bidder shall be responsible for all cost associated with warranty and service. **To include but not limited to: Transport, diagnostic, parts, labor, disposal etc.**

Yes, offer as requested: _____

() No, remarks: _____

2. During warranty period, the Government of Guam will not be liable for diagnostic fees not covered by warranty. Exception: Defect determined to be caused by obvious operator negligence.

Yes, offer as requested: _____

() No, remarks: _____

3. All warranty and maintenance services shall be performed by manufacture\factory trained, authorized technicians.

Yes, offer as requested: _____

() No, remarks: _____

4. Due to nature of services provided by the Government of Guam all maintenance and warranty repairs shall be subject to priority scheduling and performed expeditiously.

Yes, offer as requested: _____

() No, remarks: _____

5. If the Indoor Scissor Lift is out of service for three (3) consecutive days or longer awaiting parts, service or repairs, the total amount of time shall be added to existing warranty period.

Yes, offer as requested: _____
 No, remarks: _____

6. Through the duration of Warranty periods specified, if Indoor Scissor Lift is out of service pending parts or repairs for two (2) consecutive days or longer, an equivalent loaner Indoor Scissor Lift shall be provided at no cost to the Government of Guam.

Yes, offer as requested: _____
 No, remarks: _____

7. If the Indoor Scissor Lift is inoperable/undrivable, towing service is required to, from, and returned, during the vehicle warranty period, at no cost to the Government of Guam.

Yes, offer as requested: _____
 No, remarks: _____

NOTE:

Partial deliveries will not be accepted. All requirement specified must be provided and installed at time of delivery.

Indoor Scissor Lift must be inspected and pass inspection by authorized safety inspection station.

Indoor Scissor Lift must be delivered to the Department of Military Affairs.

BIDDING ON:

MANUFACTURED BY: **Hunan Sinoboom** _____
YEAR: **2024** _____
MAKE: **Sinoboom** _____
MODEL: **GTJZ0808E** _____
DATE OF DELIVERY: **In Stock** _____

These specifications were prepared by the staff of the Department of Military Affairs, and approved by Kathleen A. Peredo, Quartermaster.

ENGINE POWERED ARTICULATING BOOM LIFTS

AB22J PLUS (AB710J PLUS)

Compliant with CE/EAC/AS standards

HIGHLIGHTS

3 Heavy-duty Loading Capacities

- 230 kg (unrestricted) / 340kg (restricted) / 454kg (restricted)
- Automatic switching according to load to maximize machine performance, providing a balance between large operating range and high operating efficiency

Reliable Performance

- 4-wheel powerful AC drive, with a gradeability of up to 40%, and strong outdoor climbing ability
- Continuous 360° turntable rotation, for more flexible and efficient operation
- Active oscillating function in both operating and non-operating states, and a tilt rating of up to 5°, providing adaptability to more rugged road surfaces and strong field operation ability

Flexible and Efficient

- Shorter than a telescopic boom lift, it can easily cross obstacles, work more flexibly, and has a wider range of applications
- Can be transported by tow trucks, for convenient, low cost transportation
- Can be transported directly in containers with low transportation costs



Standard Features		
Active oscillating function	Four wheel brake	7 in smart screen
Continuous turntable rotation in 360°	Automatic sleeves for all pipes	Fault diagnosis system
Hydraulic leveling for platform	Platform rotation function	Weighing system
Tilt protection system	Max allowable tilt angle at 5°	Rear position and travel confirmation
Rotating warning light for safety warning	Horn and buzzer for safety warning	Voice broadcast
Emergency stop system	Emergency lowering system	Mechanical release for travel braking
Proportional control with 3 joysticks	Platform with inward swinging gate (2.44×0.91×1.1 m)	Four-wheel steering
Anti-pinch device	Manual storage box	Tool box (for platform with inward swinging gate)
AC power line to the platform		
Options & Accessories		
Telematics ready connector	Solid tire	Non-marking tire
Working light on the platform	Anti-collision device	Hydraulic generator
Glass bracket (for platform with inward swinging gate)	Half height guardrail (for platform with inward swinging gate)	

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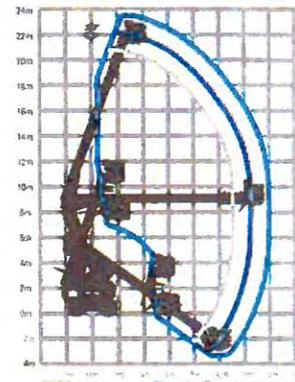
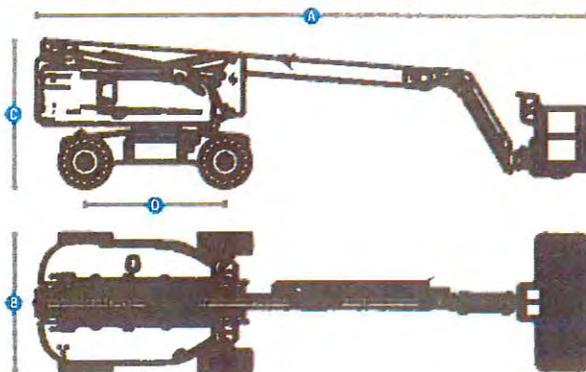
PARTNERS IN ACCESS™

SINOBOOM.COM | SALES@SINOBOOM.COM

NO.128 EAST JINZHOU AV., NINGXIANG HI-TECH INDUSTRY PARK, CHANGSHA, HUNAN, CHINA, 410600

ENGINE POWERED ARTICULATING BOOM LIFTS
AB22J PLUS (AB710J PLUS)
 Compliant with CE/EAC/AS standards

Model	AB22J PLUS (AB710J PLUS)
Dimensions	
Max Platform Height	21.6 m (70'10")
Max Working Height	23.6 m (77'5")
Max Horizontal Reach (230 kg/340 kg/454 kg)	13.35 m/11.85 m/10.4 m (43'10"/38'11"/34'2")
Max Horizontal Working Envelope (230 kg/340 kg/454 kg)	13.95 m/12.45 m/11 m (45'9"/40'10"/36'1")
Max Up and Over Clearance	8.9 m (29'2")
A Stowed Length	9.95 m (32'8")
B Machine Width	2.49 m (8'2")
C Stowed Height	2.68 m (8'10")
Stowed Length (Transport)	7.73 m (25'4")
Stowed Height (Transport)	2.95 m (9'8")
D Wheelbase	2.49 m (8'2")
Ground Clearance	0.42 m (1'4")
Platform Size (L×W×H)	2.44 m × 0.91 m × 1.1 m (8' × 3' × 3'7")
Performance	
Max Platform Capacity (Restricted/Restricted/Unrestricted)	454 kg/340 kg/230 kg (1,000 lbs/750 lbs/507 lbs)
Max Platform Occupants	2 persons(Unrestricted)/ 3 persons(Restricted)
Drive Speed (Stowed)	0~4.8 km/h (0~3 mph)
Drive Speed (Raised)	0~1.1 km/h (0~0.68 mph)
Gradeability	40%
Turntable Rotation	360°/Continuous
Platform Rotation	180°
Tilt Rating	5°
Turning Radius(Inside/Outside)- Two-wheel steering	2.4 m/5.55 m (7' 10"/18' 3")
Turning Radius(Inside/Outside)- Four-wheel steering	1.63 m/3.59 m (5' 4"/11' 9")
Turntable Tail-Swing	0.89 m(2' 11")
Max Allowable Side Force	400 N (90 lbf)
Max Allowable Wind Speed	12.5 m/s (28 mph)
Tire Spec/Type	355/55D625 (foam-filled) 36×14-20 (solid)
Power	
Drive × Steer	4WD×2WS (4WS)
Engine	36.4 kW/2200 rpm/D2.9 L4 / Deutz /EU Stage V/EPA Tier 4F [36 kW/2200 rpm/ F2.8CS449 / Cummins / China T4 [43 kW/2500 rpm/QSF2.8T3NA60 / Cummins / China T3, EU Stage 3A [36.8 kW/2200 rpm/YCF3050 / Yuchai /China T4 [36.5 kW/2200 rpm/YCF3050 / Yuchai /China T3
Hydraulic Tank Capacity	130 L (28.6 gal (UK)/34.3 gal (US))
Diesel Tank Capacity	100 L (22.0 gal (UK)/26.4 gal (US))
Control Voltage	12 V DC
Weight	
Weight (Two/Four-wheel steering)	11,880 kg/12,000 kg (26,190 lbs/26,455 lbs)
Standards Compliance	CE/EAC/AS



We reserve the right to make specification. The above represents the current specifications at time of publication. 12/2024

ELECTRIC SCISSOR LIFTS

0608E(2132E)/0808E(2732E)

Compliant with CE/ANSI/CSA/EAC/AS/KCS standards

PRODUCT HIGHLIGHTS

Efficient and Environmentally Friendly

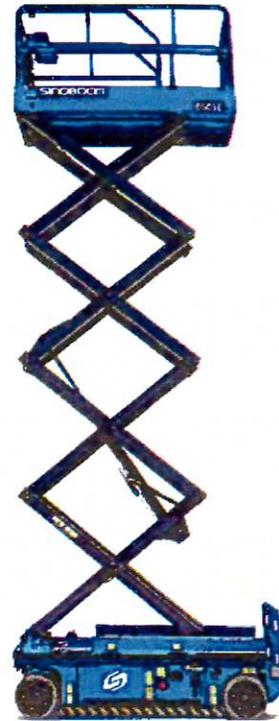
- Higher work efficiency
- Environmental protection, zero emissions

Reduced Maintenance Costs

- The short design of sliding rail makes debris easy to clean
- Rapid, convenient transportation with two-way forklift slot
- Lower cost of ownership with highly versatile parts and components

Reliable Performance

- New wide scissor design, for a more stable working-at-height experience
- Bumper rail and indented sliding rail designed for anti-scratch



Standard Features		
2WD×2WS	Maintenance-free battery	Fault diagnosis system
Non-marking tires	Proportional control	Emergency lowering system
Emergency stop	Electrophoretic painting	Tilt protection system
Flashing beacon	Forklift pockets and lifting points	Overload sensing system
Foldable guardrail	Automatic pothole protection	Manual storage box
Drivable at full height	Bumper rails	Auto braking system
Horn & buzzer		
Options & Accessories		
RCBC	AC power to platform	Platform work light
Footswitch	Overhead anti-collision device	Telematics-ready connector
AC drive motor		

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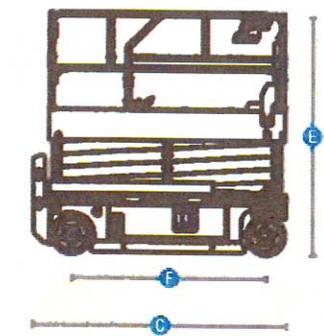
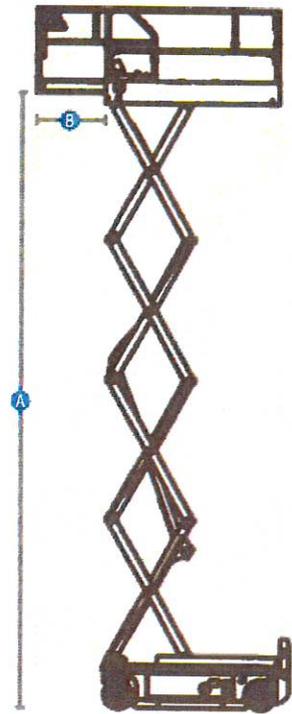
NO.128 EAST JINZHOU AV., NINGXIANG HI-TECH INDUSTRY PARK, CHANGSHA, HUNAN, CHINA, 410600

ELECTRIC SCISSOR LIFTS

0608E(2132E)/0808E(2732E)

Compliant with CE/ANSI/CSA/EAC/AS/KCS standards

Model	0608E (2132E)	0808E (2732E)
Dimensions		
Max Working Height (Indoor/Outdoor)	8.1 m (27'3")	10.1 m/8 m (33'2"/26'3")
A Max Platform Height (Indoor/Outdoor)	6.3 m (20'8")	8.1 m/6 m (26'7"/19'8")
B Platform Extension	0.9 m (3')	0.9 m (3')
C Length-Stowed	2.46 m (8')	2.46 m (8')
D Width Stowed	0.83 m (2'8.7")	0.83 m (2'8.7")
E Height-Stowed (Rails Folded)	1.84 m (6')	1.96 m (6'5")
E Height-Stowed (Rails Unfolded)	2.24 m (7'4")	2.36 m (7'9")
F Wheelbase	1.88 m (6'2")	1.88 m (6'2")
Ground Clearance (Pothole Guard Stowed)	0.1 m (4")	0.1 m (4")
Ground Clearance (Pothole Guard Deployed)	0.025 m (0.98")	0.025 m (0.98")
Platform Size (L×W×H)	2.3 m×0.8 m×1.1 m (7'6.5"×2'7.5"×3'7")	2.3 m×0.8 m×1.1 m (7'6.5"×2'7.5"×3'7")
Performance		
Platform Capacity	380 kg (838 lbs)	250 kg (551 lbs)
Extension Platform Capacity	120 kg (265 lbs)	120 kg (265 lbs)
Max Platform Occupants (Indoor/Outdoor)	2 Persons / 1 Person	2 Persons / 1 Person
Drive Speed (Stowed)	0~4 km/h (0~2.5 mph)	0~4 km/h (0~2.5 mph)
Drive Speed (Raised)	0~0.8 km/h (0~0.5 mph)	0~0.8 km/h (0~0.5 mph)
Lift Time (Unloaded)	25 s~40 s	30 s~35 s
Lower Time (Unloaded)	30 s~35 s	34 s~39 s
Gradeability	25 %	25 %
Max Allowable Inclination (front-to-back/side-to-side)	3°/1.5°	3°/1.5°
Turning Radius (Inside/Outside)	0 m/2.1 m (0.6' 10.7')	0 m/2.1 m (0.6' 10.7')
Tyre Size/Type	380×125 mm (15×5")/solid	380×125 mm (15×5")/solid
Power		
Drive×Steer	2 WD×2 WS	2 WD×2 WS
Power Source (V/kW)	24 V/3.3 kW	24 V/3.3 kW
Drive Motor (V/kW)	24 V DC/0.85 kW 24 V AC/0.7 kW	24 V DC/0.85 kW 24 V AC/0.7 kW
Hydraulic Tank Capacity	15L (3.3 gal(UK) / 4.0 gal(US))	15L (3.3 gal(UK) / 4.0 gal(US))
Batteries	24 V, 220 Ah (Lead acid battery)	24 V, 220 Ah (Lead acid battery)
Charger (Input/Output)	100~240 V AC/30 A	100~240 V AC/30 A
Weight		
Weight (Indoor/Outdoor)	2,090 kg (4,608 lbs)	2,265 kg (4,994 lbs)
Standards Compliance	CE/ANSI/CSA/EAC	CE/ANSI/CSA/AS/EAC/KCS



We reserve the right to make specification. The above represents the current specifications at time of publication. 04/2023

SINOBOOM

Product Warranty Manual

Hunan Sinoboom Intelligent Equipment Co., LTD.

Dear customers:

Thank you for choosing Hunan Sinoboom Intelligent Equipment Co., LTD.

Please read the product Operation manual, product Maintenance manual and the product Warranty manual. Use it correctly according to the requirement in order to ensure your equipment is in the best condition and enjoy the warranty service smoothly.

This Product Warranty Manual is your equipment warranty certificate and reference. Please read it carefully and safe keep it for the future. A copy of the Warranty Registration Form fully filled should be kept with the machine at all time.

Proper use and maintenance as required is the critical for your equipment to get the warranty service smoothly. Please carry out regular maintenance in accordance with the product operation manual.

If you are not satisfied with the service provided by the service staff or need to consult other matters, please contact the after-sales service center of Hunan Sinoboom Intelligent Equipment Co., LTD. to resolve the problem immediately.

Hunan Sinoboom Intelligent Equipment Co., LTD.

No. 128, East Jinzhou Avenue, Jinzhou New District, Ningxiang,
Changsha city, Hunan province. Zip: 410600

Customer service line: 0731-87116333

Service fax: 0731-87116444

E-mail address: service@sinoboom.com

Website: <http://www.sinoboom.com>

Parts enquiry hotline: 0731-87116333

The rights of interpretation and modification of the product warranty manual belong to Hunan Sinoboom Intelligent Equipment Co., LTD. (will be address as Sinoboom from here on)
The contents are subject to change without prior notice.

Check items when making delivery of the machine.

January 2021 Copyright Hunan Sinoboom Intelligent Equipment Co., LTD.

- 1 Certification of the whole machine.
- 2 Product Operation manual & factory certificate in the water-resist black box. The product Maintenance manual and product Parts manual can be downloaded free online.
- 3 The product Warranty manual can be obtained from Sinoboom personnel.
- 4 Appearance and markings/labels/decals of the whole machine.
- 5 Every unit machine plate and SN properly identify.
- 6 Machine performance check.

1. Scope of warranty

Declaration of warranty:

Sent the **Product Warranty Registration Form** directly to the service center of Hunan Sinoboom Intelligent Equipment Co., LTD. Email: service@sinoboom.com. Alternatively sent a copy(s) of Delivery Order showing all related information e.g. Model, Machine SN, Engine SN (if applicable), Hour meter & Date with Person-in-charge Name, Signed & Company Stamp together a remark “For Warranty Registration”. Sinoboom is in transition to perform Warranty Registration of all product Online & will advise to all customer as soon as possible.

All product warranty registration must be completed within 1 month of Delivery Order date, Sinoboom will take Delivery date as start of warranty period if no registration is done.

For product purchase as Stock, submit & declare within 1 month of Delivery order date to Sinoboom. The maximum Extension warranty date shall be 6 months from the Delivery order date.

Any product that has a special Extended warranty should be highlighted during warranty registration.

2. Basic warranty period

Sinoboom will provide different warranty period according to different Product.

Scissor lift will be provided 2 years or 4,000 hours of warranty (whichever comes first).

Boom lift product will be provided 2 year or 4,000 hours warranty (whichever comes first).

- Main structure will have a 5 years or 10,000 hours of warranty (whichever comes first).

Within the warranty period, Sinoboom will repair or replace the parts damaged due to material or manufacturing process under normal use condition free of charge.

Parts purchased excluding consumables from Sinoboom have a warranty period of 6 months from the date of delivery order.

Labor: Sinoboom will reimburse certain hour(s) for warranty repair base on total parts & part number specific. A standard time for repair or replacement will be determined by Sinoboom base on qualified technician. Trouble shooting/diagnosis time will not be reimbursed in warranty.

Travel time to/from site will be cap at maximum of 5 hours base on an address given. The labor rate (manhour) will be determined by Sinoboom & customer accordingly.

Exemption clause:

All products & main structure will have a reduce warranty period of 1 & 3 years respectively if

the product is used in very hazardous environment & extreme condition.

This applies to location that is sea-port, shipyard, corrosive environment, ambient temperature below -25deg C or above +35deg C.

3. Points for attention

Consumable parts do not have warranty. Normal wear & tear parts do not have warranty.

The wet battery of the scissor lift has no warranty service.

Only for Discover maintenance-free battery warranty 1 year.

The warranty of tires is only for those with quality problems. If they are damaged by external force or normal wear and tear, they have no warranty service.

Engine and Battery warranty services provide by the manufacturers and its local dealer according to the national provisions.

Customer are to ensure visual check on all product during receiving delivery for defect before unloading from trailer/container, to comment in transport Delivery order in the event of defect. Customer will need to make a claim against transport company if there is defect due to transportation. Sinoboom will not be able to reimburse claim if defect is caused by transportation.

4. Non-warranty scope

January 2021 Copyright Hunan Sinoboom Intelligent Equipment Co., LTD.

Sinoboomb has the right to cancel the warranty service of the unit if parts used are provided by supplier that is not Sinoboomb approved supplier.

Improper use of machine (overload, illegal operation, etc.), negligence, accident and wrong adjustment and repair.

Unauthorized modification (installation or disassembly) of the accessory by customer.

Damage and defect caused by natural disaster or others force majeure.

The normal range of noise, vibration, natural fading, stain and wear & tear during normal operation not covered by the warranty.

Wearable parts such as grease, seals, various oils, coolant, sliders, and all filters are not covered by the warranty.

Defect caused by incorrectly installed or misused; used under abnormal conditions; used inappropriate specifications or poor quality material such as fuel, oil and lubrication, accidents, fires or unforeseen events.

If user found the problem but did not repair it in time, instead continued to use it resulting in further damage.

Additional and indirect costs:



Sinoboom is not responsible for the time loss, economic loss and other indirect expenses incurred during product warranty period.

Warranty Period	Boom and Scissors		Exemption	
	Months	Hours	Months	Hours
Main Structure	60	10,000	36	6,000
All other component	24	4,000	12	2,000
Wear & Tear, Consumables	0	0	0	0

	Boom	Scissors
Main Structure	Basic boom, telescopic boom, articulating boom, Pivot, Chassis frame, turntable, Engine Tray, front axle, rear axle, steering mechanism, counterweight.	Chassis frame, outer arm, inner arm, left steer yoke, right steer yoke, left & right Chassis Tray.
All other component	Mechanical, Electrical & Hydraulic component. Engine & Battery – to follow supplier/manufacturer.	
Wear & Tear, consumable	Seals, tire assemblies, buttons, horns, gas/air spring, various types of fuses, circuit breakers, all filters, water separator, grease nipple, all oil, grease, rubber sheet, cylinder guard/bellows, cable ties, clamps, warning lights & accessory tools	
Exemption	Product used in very hazardous environment & extreme condition. E.g. sea-port, shipyard, corrosive environment, ambient temperature below -25deg C or above +35deg C.	

Product Warranty Registration Form_1				
Model	Machine SN	Engine SN	Hourmeter	Inspection Date
I have checked & inspected the unit to be in working condition. Pls tick.				
Company Name:			Yes	No
Company Address:				
Zip Code:				
Tel. No.:				
Country:				
Your Name:				
Email:		Signature:	Co. Stamp:	
Handphone No.:				

To sent back this Product Registration Form to Sinoboom after completion with company stamp.

KEEP THIS FORM AS PROOF OF WARRANTY SERVICE.

5. Customer responsibility

If the machine fails during the warranty period, the user shall report the machine failure timely to Sinoboomb. Please use the Warranty Claim Form/Product Repair Report.

User are responsible for the proper operation of the machine in strict accordance with the product operation manual.

User are responsible for the daily and regular maintenance of the machine in strict accordance with the product maintenance manual.

In order to maintain warranty, please keep the corresponding maintenance records for future warranty services and to avoid claim rejection.

Please do not alter the repair and maintenance records to avoid inconvenience when getting the warranty service in the future.

6. Training

Please get the machine handover training from Sinoboom as soon as possible so as to properly and safely operate and maintain the equipment.

Before operation, pay attention to and understand the performance, control method, safety characteristic and special driving method of the mobile elevated work platform.

Before operation, you must check and perform maintenance on the machine, please refer to the product operation manual.

If abnormal leakage and noise are found during routine maintenance inspection or operation, please immediately stop using and report to local after-sales service personnel or after-sales service center of Sinoboom.

Engine mobile elevated work platform: ensure the correct type of fuel is used.

Electric mobile elevated work platform: make sure the battery is fully charged and electrolyte is

kept in proper level.

7. Purchase spare parts.

It is strongly recommended to use parts supplied by Sinoboom, ensuring proper specifications and types of all oil, grease, fuel and other consumables.

When you order parts, you must clearly indicate the model, product SN, engine SN (if applicable), part name, part number and provide corresponding photos if necessary.

If you need consultation, please contact the after-sales service center or the after-sales service engineer of Sinoboom.

Please write your name, contact information, delivery location and shipping method correctly.

8. Machine maintenance

The mobile elevated work platform must be properly maintained and performed at regular intervals according to the product Operation manual and product Maintenance manual.

The mobile elevated work platform must be inspected for daily operation and maintenance.

Regular maintenance is an effective & a prerequisite for obtaining a warranty.

It is very important to pay attention to the cleanliness of the mobile elevated work platform.

Caution: Be careful when cleaning with a high pressure water gun or cleaner and do not directly spray onto sensitive components such as electrical components, batteries, near the engine intake, exhaust and fuel system.

All moving parts should be lubricated accordingly after cleaning.

Always refer to product Maintenance Manual for proper service & maintenance.

9. Long-term storage considerations

1. Long-term storage should be placed in a dry room. Before long-term storage, the machine should be maintained, repaired damaged parts, and cleaned thoroughly to keep the machine in good condition.

2. Engine storage:

Please replace the engine machine oil. The new oil is usually neutral and does not corrode the engine's metal parts. Fill up the fuel tank to avoid rust. Preservatives should also be added if possible. The engine shall be started once a month during the shutdown to make the machine travel short distances and to set up new oil film for lubrication of each part to prevent rust.

Note: the engine should be filled with coolant before starting up when applicable.

3. Storage of battery:

The battery should be removed, placed in the dry and anti-freeze place. To keep its surface clean and dry, it is forbidden to put conductive objects on the battery. When removing the battery, the negative electrode should be removed first, and then only remove the positive electrode. When installing, connect the positive cable first, then connect the negative cable (because the machine electrical system is negative ground, to prevent accidental touching & resulting a short circuit).

The battery should be charged once a month.

All batteries shall be checked, used and maintained regularly according to the Maintenance manual. The concentration of electrolyte shall be tested when adding electrolyte or distilled water and the level shall be noted. Please contact the manufacturer if necessary.

10. Product service commitment

We have a 24-hour professional after-sales service team to provide customers with technical support and product maintenance.

For the failure of our products, please fill in or assist the service engineer to fill out the Warranty Claim Form/Product Repair Record and provide the damaged photos in the attached form, so that we can provide a better, accurate and quicker services to you.

Please obtain the Warranty Claim Form/Product Repair Record from Sinoboomb.

SINOBOOM

Hunan Sinoboom Intelligent Equipment Co., LTD. - Product Warranty Manual

Hunan Sinoboom Intelligent Equipment Co., LTD.

No.128, East Jinzhou Avenue, Ningxiang High-tech industrial park, Changsha, Hunan, China

Sales hotline:0731-87116222

Service line: 0731-87116333

E-mail address: service@sinoboom.com

Company fax: 0731-87116444

Company website: <http://www.sinoboom.com>

Ends

January 2021 Copyright Hunan Sinoboom Intelligent Equipment Co., LTD.
19



EDWARD M. BIRN
Director (Direktor)
ELIZABETH T. FISHER
Deputy Director (Sikundo Direktor)

**DEPARTMENT OF
ADMINISTRATION**
DIPATTAMENTON ATMENESTRASION
GENERAL SERVICES AGENCY DIVISION
(Ahension Setbision Hinirat)
Telephone (Telfon): (671) 475-1705/1712/1713



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

March 7, 2025

Invitation for Bid
GSA-017-25

AMENDMENT #1
Articulating Boom Lift and Indoor Scissor Lift (Latest Model)

- 1.) Amend page 2 of 45.

From:

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) **10:00a.m.**, Date: **03/17/2025** and shall be publicly opened. Bid submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions, and Sealed Bid Solicitation for details.

To now read:

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) **2:00p.m.**, Date: **03/21/2025** and shall be publicly opened. Bid submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions, and Sealed Bid Solicitation for details.

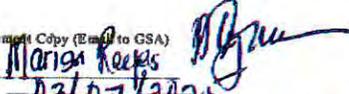
- 2.) Amend and replace page 3 of 45 with the attached "Revised page 3 of 45" dated 03/07/25.

- 3.) Amend and replace page 4 of 45 with the attached "Revised page 4 of 45" dated 03/07/25.

All others remain unchanged.


Andriana Quitugua
Acting Chief Procurement Officer

Please Print
Acknowledgement Copy (Email to GSA)

Received By: 
Date: **03/07/2025**
Company Name: **Far East Equipment Company LLC**

Email to: procurement@gsa.gov

INVITATION FOR BID CONTRACT



ANDRIANA QUITUGUA
Acting Chief Procurement Officer

ISSUING OFFICE:
GENERAL SERVICES AGENCY
GOVERNMENT OF GUAM
2nd FLOOR ITC BLDG. RM. 215,
TAMUNING, GUAM 96931

DATE ISSUED: **February 24, 2025**

BID INVITATION NO: **GSA-017-25**

BID FOR: **Articulating Boom Lift and Indoor Scissor Lift (Latest Model)**
SPECIFICATION: **SEE ATTACHED**
DESTINATION: **DEPARTMENT OF MILITARY AFFAIRS**

REQUIRED DELIVERY DATE: **90 Days Upon Receipt of Purchase Order.**

INSTRUCTION TO BIDDERS:

INDICATE WHETHER: INDIVIDUAL PARTNERSHIP CORPORATION

INCORPORATED IN: _____

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) **2:00pm**, Date: **03/21/2025** and shall be publicly opened. Bid submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions, and Sealed Bid Solicitation for details.

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

NAME AND ADDRESS OF BIDDER:

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS BID:

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

ITEM NO(S): _____ AWARDED: _____

CONTRACTING OFFICER:

ANDRIANA QUITUGUA
Acting Chief Procurement Officer

NAME AND ADDRESS OF CONTRACTOR:

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS CONTRACT:

CONTRACT TERMS AND CONDITIONS

GSA-017-25 Articulating Boom Lift and Indoor Scissor Lift (Latest Model)

Article I Contract Terms

- 1.1 **Required Delivery Date.** The Awardee shall provide the goods/services within ninety (90) days of receipt of purchase order.

Article II Prohibitions

2.1 REPRESENTATION REGARDING GRATUITIES AND KICKBACKS

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

2.2 REPRESENTATION REGARDING CONTINGENT FEES

The contractor represents that it has not retained a person to solicit or secure a territorial contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

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

The bidder, offeror, or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.

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

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



**DEPARTMENT OF
ADMINISTRATION**
DIPATTAMENTON ATMENESTRASION
GENERAL SERVICES AGENCY DIVISION
(*Ahension Setbision Hinirat*)
Telephone (Telfon): (671) 475-1705/1712/1713



March 7, 2025

Invitation For Bid
GSA-017-25
Articulating Boom Lift and Indoor Scissor Lift (Latest Model)

Questions and Concerns received from Far East Equipment Company, LLC on February 25, 2025.

1. Is the funding for this bid Local or Federal funds?
Response: Funding is Federal funds with Local Matching funds
2. If Federal funds, does this bid require "Buy America" or Buy American"?
Response: Build America, Buy America does not apply to the purchase of this equipment.
3. If "Buy America" or "Buy American" is not required, is there a BABA waiver?
Response: No

Questions and Concerns received from Morrico Equipment, LLC on March 5, 2025.

1. Required Delivery Date: 35 – 45 Days Upon Receipt of Purchase Order requests delivery date extended to 75 to 90 days, for both articulating boom lift and indoor scissor lift.
Response: See Amendment #1
2. Bid Opening: 03/17/2025 at 10:00 AM - Morrico Equipment requests bid opening date pushed to 19 March 2025. Time of 10:00 AM remains the same.
Response: See Amendment #1

Please Note: Follow up/Clarification to the Questions and Concerns responses dated 03/07/2025 must be submitted to the General Services Agency via email to gsaprocurement@gsadoa.guam.gov no later than 5pm, Monday, March 10, 2025.


Andriana Quitugua
Acting Chief Procurement Officer

Please Print
Acknowledgement Email Sent to
Received By: Maria Reyes
Date: 03/07/2025
Company Name:
Email to: gsaprocurement@gsadoa.guam.gov

Far East Equipment Co. LLC

Each Bid or Proposal Received
(Bidder 3: International Royal, Inc.)



GENERAL SERVICES AGENCY
 (Ahensian Setbision Hinirat)
 Government of Guam
 2nd Floor ITC Bldg. Rm. 215, Tamuning, Guam 96931
 Tel: 475-1705*475-1712*475-1713*

Accountability * Impartiality * Competence * Openness * Value

INVITATION FOR BID NO: GSA-017-25

DESCRIPTION:

Articulating Boom Lift and Indoor Scissor Lift (Latest Model)

SPECIAL REMINDER TO PROSPECTIVE BIDDERS

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

- (X) **BID GUARANTEE (15% of Bid Amount) May be in the form of;**
Reference #11 on the General Terms and Conditions
 - a. Cashier's Certified Check
 - b. Surety Bond – Valid only if accompanied by:
 - 1. Current Certificate of Authority issued by the Insurance Commissioner;
 - 2. Power of Attorney issued by the Surety to the Resident General Agent;
 - 3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.
- (X) **BROCHURES/DESCRIPTIVE LITERATURE;**
- (X) **AFFIDAVIT DISCLOSING OWNERSHIP, INFLUENCE, COMMISSIONS AND CONFLICTS OF INTEREST (Required by 5 GCA § 5233 as amended by P.L. 36-13 (4/9/2021))**
 - a. Date of signature of the person authorized to sign the bid and the notary date must be the same.
- (X) **OTHER REQUIREMENTS:**
Affidavit re Ethical Standards, Affidavit re No Gratuities or Kickbacks, Special Provision; Restriction Against Sexual Offenders, Affidavit D.O.L. Wage Determination, Affidavit re Non-Collusion, Affidavit re Contingent Fees,
- (X) **CURRENT BUSINESS LICENSE/CONTRACTOR'S LICENSE/SPECIALTY LICENSE IN REFERENCE TO SUPPLIES OR SERVICES FOR THIS BID must be submitted prior to an award.**

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

On this 4th day of March, 2025, I GURVINDER SOBTI,

authorized representative of INTERNATIONAL ROYAL INC. acknowledge receipt of this special reminder to prospective bidders with the above referenced IFB.


 Bidder Representative's Signature



P.O. Box BW • Hagåtña, Guam 96932

CASHIER'S CHECK

DO NOT CASH THIS CHECK UNLESS YOU CAN VERIFY SAFETY FEATURES. READ WARNING MESSAGE ON BACK.

101-511
1214

NO. 200000571

DATE: March 21, 2025
NOT VALID AFTER 90 DAYS FROM DATE OF ISSUE

MEMO: GSA-017-25

PAY

Twenty One Thousand Three Hundred Sixty Seven Dollars and 35/100

TO THE ORDER OF TREASURER OF GUAM

\$ \$21,367.35

TWO SIGNATURES REQUIRED OVER \$100.000

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

⑈ 2000000571 ⑆ 121405115 ⑆

3110140⑈

March 21, 2025

Check Number: 200000571
Check Amount: \$21,367.35
Payee: TREASURER OF GUAM
Address:

Memo: GSA-017-25

March 21, 2025

Check Number: 200000571
Check Amount: \$21,367.35
Payee: TRFASURER OF GUAM
Address:

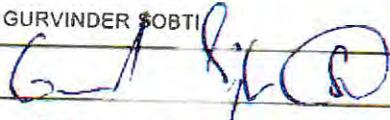
Memo: GSA-017-25

Invitation for Bid: GSA-017-25

ACKNOWLEDGEMENT RECEIPT FORM

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

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

Name	GURVINDER SOBTI
Signature	
Date	FEBRUARY 26, 2025
Time	11:30 A.M.
Contact Number	671-646-6500
Fax Number	671-649-5313
Contact Person regarding IFB	GURVINDER SOBTI
Title	PRESIDENT
E-Mail Address	bicsobti@gmail.com
Company/Firm	INTERNATIONAL ROYAL INC.
Address	456 S. MARINE CORPS DR., STE. 103 TAMUNING GU 96913

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

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

Reference Page 10 of 45 #2(e) - No Entitlement to Preparation Costs the bidder expressly waives any right it may have against the government for any expenses incurred in connection with the preparation of its bid.

Reference Page 10 of 45 #5. ACKNOWLEDGMENT OF AMENDMENTS TO SOLICITATIONS: Receipt of an amendment to a Solicitation by a bidder must be acknowledged by signing an acknowledgment of receipt of the amendment. Such acknowledgment must be received prior to the hour and date specified for receipt of bids.

Bid Opening: This bid shall be submitted in duplicate and sealed to the issuing office above no later than **Time: 10:00am, Date: 03/17/2025** and shall be publicly opened. Bid submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions, and Sealed Bid Solicitation for details.



EDWARD M. BIRN
Director (Direktot)
ELIZABETH T. FISHER
Deputy Director (Sigundo Direktot)

**DEPARTMENT OF
ADMINISTRATION**
DIPATTAMENTON ATMENESTRASION
GENERAL SERVICES AGENCY DIVISION
(Ahension Setbision Hinirat)
Telephone (Telifon): (671) 475-1705/1712/1713



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

March 7, 2025

Invitation for Bid
GSA-017-25

AMENDMENT #1

Articulating Boom Lift and Indoor Scissor Lift (Latest Model)

- 1.) Amend page 2 of 45.

From:

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) **10:00a.m.**, Date: **03/17/2025** and shall be publicly opened. Bid submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions, and Sealed Bid Solicitation for details.

To now read:

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) **2:00p.m.**, Date: **03/21/2025** and shall be publicly opened. Bid submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions, and Sealed Bid Solicitation for details.

- 2.) Amend and replace page 3 of 45 with the attached "Revised page 3 of 45" dated 03/07/25.

- 3.) Amend and replace page 4 of 45 with the attached "Revised page 4 of 45" dated 03/07/25.

All others remain unchanged.

Andriana Quitugua
Acting Chief Procurement Officer

Please Print
Acknowledgement Copy (Email to GSA)

Received By: **GURVINDER SOBTI**
Date: **MARCH 7, 2025**
Company Name: **INTERNATIONAL ROYAL INC.**
Email To: **214-224-2112@procurement.gsa.gov**

INVITATION FOR BID CONTRACT

ISSUING OFFICE:
GENERAL SERVICES AGENCY
GOVERNMENT OF GUAM
2nd FLOOR ITC BLDG. RM. 215,
TAMUNING, GUAM 96931


ANDRIANA QUITUGUA
Acting Chief Procurement Officer

DATE ISSUED: **February 24, 2025**

BID INVITATION NO: **GSA-017-25**

BID FOR: Articulating Boom Lift and Indoor Scissor Lift (Latest Model)
SPECIFICATION: **SEE ATTACHED**
DESTINATION: **DEPARTMENT OF MILITARY AFFAIRS**

REQUIRED DELIVERY DATE: **90 Days Upon Receipt of Purchase Order.**

INSTRUCTION TO BIDDERS:

INDICATE WHETHER: INDIVIDUAL PARTNERSHIP CORPORATION

INCORPORATED IN: **TAMUNING, GUAM**

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

NAME AND ADDRESS OF BIDDER:

GURVINDER SOBTI
456 S. MARINE CORPS
DRIVE, SUITE 103
TAMUNING, GUAM 96913

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS BID:



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

ITEM NO(S). AWARDED: _____

CONTRACTING OFFICER:

ANDRIANA QUITUGUA
Acting Chief Procurement Officer

NAME AND ADDRESS OF CONTRACTOR:

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS CONTRACT

CONTRACT TERMS AND CONDITIONS

GSA-017-25 Articulating Boom Lift and Indoor Scissor Lift (Latest Model)

Article I

Contract Terms

- 1.1 Required Delivery Date.** The Awardee shall provide the goods/services within ninety (90) days of receipt of purchase order.

Article II

Prohibitions

2.1 REPRESENTATION REGARDING GRATUITIES AND KICKBACKS

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- (2) if any person providing services on behalf of the contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.



EDWARD M. BIRN
Director (Direktot)
ELIZABETH T. FISHER
Deputy Director (Sigundo Direktot)

**DEPARTMENT OF
ADMINISTRATION**
DIPATTAMENTON ATMENESTRASION
GENERAL SERVICES AGENCY DIVISION
(Ahension Setbision Hinirat)
Telephone (Telifon): (671) 475-1705/1712/1713



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

March 7, 2025

Invitation For Bid
GSA-017-25
Articulating Boom Lift and Indoor Scissor Lift (Latest Model)

Questions and Concerns received from Far East Equipment Company, LLC on February 25, 2025.

1. Is the funding for this bid Local or Federal funds?
Response: Funding is Federal funds with Local Matching funds
2. If Federal funds, does this bid require "Buy America" or Buy American"?
Response: Build America, Buy America does not apply to the purchase of this equipment.
3. If "Buy America" or "Buy American" is not required, is there a BABA waiver?
Response: No

Questions and Concerns received from Morrico Equipment, LLC on March 5, 2025.

1. Required Delivery Date: 35 – 45 Days Upon Receipt of Purchase Order requests delivery date extended to 75 to 90 days, for both articulating boom lift and indoor scissor lift.
Response: See Amendment #1
2. Bid Opening: 03/17/2025 at 10:00 AM - Morrico Equipment requests bid opening date pushed to 19 March 2025. Time of 10:00 AM remains the same.
Response: See Amendment #1

Please Note: Follow up/Clarification to the Questions and Concerns responses dated 03/07/2025 must be submitted to the General Services Agency via email to gsaprocurement@gsadoa.guam.gov no later than 5pm, Monday, March 10, 2025.


Andriana Quitugua
Acting Chief Procurement Officer

Please Print
Acknowledgement Copy (Email to GSA)
Received By: GLRVINDER SOBTI
Date: MARCH 7 2025
Company Name: INTERNATIONAL HOYA, INC.
[Email to: gsaprocurement@gsadoa.guam.gov](mailto:gsaprocurement@gsadoa.guam.gov)

INVITATION FOR BID CONTRACT



ANDRIANA QUITUGUA
Acting Chief Procurement Officer

ISSUING OFFICE:
GENERAL SERVICES AGENCY
GOVERNMENT OF GUAM
2nd FLOOR ITC BLDG. RM. 215,
TAMUNING, GUAM 96931

DATE ISSUED: **February 24, 2025**

BID INVITATION NO: **GSA-017-25**

BID FOR: Articulating Boom Lift and Indoor Scissor Lift (Latest Model)
SPECIFICATION: **SEE ATTACHED**
DESTINATION: **DEPARTMENT OF MILLITARY AFFAIRS**

REQUIRED DELIVERY DATE: **35 – 45 Days Upon Receipt of Purchase Order.**

INSTRUCTION TO BIDDERS:

INDICATE WHETHER: INDIVIDUAL PARTNERSHIP CORPORATION

INCORPORATED IN: GUAM

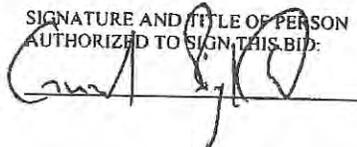
This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) **10:00am**, Date: **03/17/2025** and shall be publicly opened. Bid submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions, and Sealed Bid Solicitation for details.

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

NAME AND ADDRESS OF BIDDER:

GURVINDER SOBTI
456 S. MARINE CORPS DR., STE. 103
TAMUNING GU 96913

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS BID:



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

ITEM NO(S). AWARDED: _____

CONTRACTING OFFICER:

ANDRIANA QUITUGUA
Acting Chief Procurement Officer

NAME AND ADDRESS OF CONTRACTOR:

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS CONTRACT:

CONTRACT TERMS AND CONDITIONS

GSA-017-25 Articulating Boom Lift and Indoor Scissor Lift (Latest Model)

Article I

Contract Terms

- 1.1 Required Delivery Date.** The Awardee shall provide the goods/services within thirty-five (35) – forty-five (45) days of receipt of purchase order.

Article II

Prohibitions

3.1 REPRESENTATION REGARDING GRATUITIES AND KICKBACKS

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

3.2 REPRESENTATION REGARDING CONTINGENT FEES

The contractor represents that it has not retained a person to solicit or secure a territorial contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

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

The bidder, offeror, or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.

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

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

**GOVERNMENT OF GUAM
GENERAL TERMS AND CONDITIONS**

SEALED BID SOLICITATION AND AWARD

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

1. **AUTHORITY:** This solicitation is issued subject to all the provision of the Guam Procurement Act (SGCA, Chapter 5) and the Guam Procurement Regulations (copies of both are available at the Office of the Complier of laws, Department of Law, copies available for inspection at General Services Agency). It requires all parties involved in the Preparation, negotiation, performance, or administration of contracts to act in good faith.
2. **GENERAL INTENTION:** Unless otherwise specified, it is the declared and acknowledged intention and meaning of these General Terms and conditions for the bidder to provide the Government of Guam (Government) with specified services or with materials, supplies or equipment completely assembled and ready for use.
3. **TAXES:** Bidders are cautioned that they are subject to Guam Income Taxes as well as all other taxes on Guam Transactions. Specific information on taxes may be obtained from the Director of Revenue and Taxation.
4. **LICENSING:** Bidders are cautioned that the Government will not consider for award any offer submitted by a bidder who has not complied with the Guam Licensing Law. Specific information on licenses may be obtained from the Director of Revenue and Taxation.
5. **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 (SGCA, Chapter 5) and Section 1-104 of the Guam Procurement Regulations.
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/requirements to be bid or none at all in accordance with 2 GAR, Div.4 Section 3115(f).
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.
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.
10. **BID ENVELOPE:** Envelope shall be sealed and marked with the bidder's name, Bid number, time, date and place of Bid Opening.
11. **BID GUARANTEE REQUIREMENT:** Bidder is required to submit a Bid Guarantee Bond or Certified Cashier's Check in the same bid envelope to be held by the Government pending award. The Bid Guarantee Bond or Certified Cashier's Check must be issued by any local surety or banking institution licensed to do business on Guam and made payable to the Treasurer of Guam in the amount of fifteen percent (15%) of his highest total bid offer. The Bid Bond must be submitted on Government Standard Form BB-1 (copy enclosed). Personal Checks will not be accepted as Bid Guarantee. If a successful Bidder (contractor) withdraws from the bid or fails to enter into contract within the prescribed time, such Bid guarantee will be forfeited to the Government of Guam. Bids will be disqualified if not accompanied by Bid Bond or Certified Cashier's check. Bidder must include in his/her bid, valid copies of a Power of Attorney from the Surety and a Certificate of Authority from the Government of Guam to show proof that the surety company named on the bond instrument is authorized by the Government of Guam and qualified to do business on Guam. For detailed information on bonding matters, contact the Department of Revenue and Taxation. Failure to submit a valid Power of Attorney and Certificate of Authority on the surety is cause for rejection of bid. Pursuant to 5 GCA § 5212, all competitive sealed bidding for the procurement of supplies or services exceeding \$25,000.00 a 15% Bid Security of the total bid price must accompany the bid package. The bid bond or Certified Cashier's Check will serve as Bid Security for this procurement.

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

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

23. **MARKING:** Each outside container shall be marked with the Purchase Order number, item number, brief item description and quantity. Letter marking shall not be less than 3/4" in height.
24. **SCHEDULE FOR DELIVERY:** Successful bidder shall notify the General Services Agency, Telephone No. (671) 475-1710, at least twenty-four (24) hours before delivery of any item under this solicitation.
25. **BILL OF SALE:** Successful supplier shall render Bills of Sale for each item delivered under this contract. Failure to comply with this requirement will result in rejection of delivery. The Bill of Sale must accompany the items delivered but will not be considered as an invoice for payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.
26. **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.**
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.

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).
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.
34. **COMPLIANCE WITH LAWS:** Bidders awarded a contract under this Solicitation shall comply with the applicable standard, provisions, and stipulations of all pertinent Federal and/or local laws, rules, and regulations relative to the performance of this contract and the furnishing of goods.
35. **CHANGE ORDER:** Any order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-03.1 of the Guam Procurement Regulations.
36. **STOP WORK ORDER:** Any stop work order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-04.1 of the Guam Procurement Regulations.
37. **CANCELLATION OF INVITATION FOR BIDS OR REQUEST FOR PROPOSALS:** Any Invitation for Bid may be cancelled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interests of the Territory in accordance with regulations promulgated by the Policy Office. The reasons therefor shall be made part of the contract file.
38. **TIME FOR COMPLETION:** It is hereby understood and mutually agreed by and between the contractor and the Government that the time for delivery to final destination or the timely performance of certain services is an essential condition of this contract. If the contractor refuses or fails to perform any of the provisions of this contract within the time specified in the Purchase Order (from the date Purchase Order is acknowledged by vendor), then the contractor is in default. Defaults will be treated subject to and in accordance with the provisions of 2 GAR, Div. 4 § 6101(8)
39. **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.
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.
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 non-performance is excused under Paragraph 15 (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this contract, liquidated damages shall not be due the territory. The contractor remains liable for damages caused other than by delay. 2 GAR, Div. 4 §6101(d).
42. **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).
45. **Debarment and Suspension:** (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
46. **Byrd Anti-Lobbying Amendment:** (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
47. **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: GURVINDER SOBTI

Title: PRESIDENT

Address: 456 S. MARINE CORPS DR., STE. 103
TAMUNING GU 969113

Telephone: 671-646-6500

GOVERNMENT OF GUAM
SEALED BID SOLICITATION INSTRUCTIONS

1. **BID FORMS:** Each bidder shall be provided with one (1) Solicitation form. Additional copies may be provided upon request. Bidders requesting additional copies of said forms will be charged per page in accordance with 5 GCA § 10203 of the Government Code of Guam. All payments for this purpose shall be by cash, certified check or money order and shall be made payable to the General Services Agency (EO 86-24).
2. **PREPARATIONS OF BIDS:**
 - a) Bidders are required to examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at bidder's risk.
 - b) Each bidder shall furnish the information required by the Solicitation. The bidder shall sign the solicitation and print or type his name on the Schedule. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent are to be accompanied by evidence of this authority unless such evidence has been previously furnished to the issuing office.
 - c) Unit price for each unit offered shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the amount column of the Schedule for each item offered. In case of discrepancies between a unit price and extended price, the unit price will be presumed to be correct. **Unit price(s) and extended price(s) apart from the "Basic and Alternate" bid, furnished outside of the space(s) provided will not be considered.**
 - d) Bids for supplies or services other than those specified will not be considered. Time, if stated as a number of days, means calendar days and will include Saturdays, Sundays, and holidays beginning the day after the issuance of a Notice to Proceed. Time stated ending on a Saturday, Sunday or Government of Guam legal holiday will end at the close of the next business day.
 - e) **No Entitlement to Preparation Costs – the bidder expressly waives any right it may have against the government for any expenses incurred in connection with the preparation of its bid.**
 - f) **Bidder shall indicate in the "Bidding On/Remarks" column of the bid form whether or not their bid complies on each item specified.**
3. **EXPLANATION TO BIDDERS:** Any explanation desired by a bidder regarding the meaning or interpretation of the Solicitation, drawings, specifications, etc., must be submitted in writing and with sufficient time allowed for a written reply to reach all bidders before the submission of their bids. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective bidder concerning a Solicitation will be furnished to all prospective bidders in writing as an amendment to the Solicitation if such information would be prejudicial to informed bidders.
4. **PRE-OPENING MODIFICATION OR WITHDRAWAL OF BIDS:** Bids may be modified or withdrawn by written notice received in the office designated in the Invitation for Bids prior to the time and date set for bid opening. 2 GAR §3109(j)(1).
5. **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.
6. **SUBMISSION OF BIDS:**
 - a) Bids and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the Solicitation. The bidder shall show the hour and date specified in the Solicitation for receipt, the Solicitation number, and the name and address of the bidder on the face of the envelope.
 - b) Telegraphic bids will not be considered unless authorized by the Solicitation. However, bids may be modified or withdrawn by written or telegraphic notice, provided such notice is received prior to the hour and date specified for receipt (see paragraph 6 of these instructions).
 - c) Samples of items, when required, must be submitted within the time specified, unless otherwise specified by the Government, at no expense to the Government. If not destroyed by testing, samples will be returned at bidder's request and expense, unless otherwise specified by the Solicitation.
 - d) Samples or descriptive literature should not be submitted unless it is required on this solicitation. Regardless of any Attempt by a bidder to condition the bid, unsolicited samples or descriptive literature will not be examined or tested at the bidder's risk, and will not be deemed to vary any of the provisions of this Solicitation.
7. **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.

8. LATE BID, LATE WITHDRAWALS, AND LATE MODIFICATIONS:

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

9. **CANCELLATION OR REVISION OF BID:** This IFB may be canceled, or any and all bids may be rejected in whole or in part as may be pursuant to 2 GAR §3115, when it is in the best interest of the Government. Additionally, in accordance with 2 GAR §9105, if prior to award it is determined that a solicitation or proposed award of a contract is in violation of the law, then the solicitation or proposed award shall be canceled or revised to comply with the law. The reasons therefore shall be made part of the contract file.

10. **REJECTION OF BIDS:** Any bidder submitted in response to this IFB may be rejected in whole or in part with it is in the best interest of the Government, in accordance with GAR §3115(e). Reasons for rejecting bids include but are not limited to: (1) The business that submitted the bids is non-responsive as determined under GAR §3116; (2) The bid ultimately fails to meet the announced requirements of the Government in some material respect; or (3) The bid price is clearly unreasonable. Upon request, unsuccessful bidders shall be advised of the reasons for rejection.

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

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

- a) **Termination:** The Government, when the interest of the Government so requires, may terminate this contract in whole or in part, for the Convenience of the Government. The Purchasing Agency shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.
- b) **Contractor's Obligations:** The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified.
- c) **Condition of Termination:** Notwithstanding the foregoing, the cessation of services for people requiring services shall be contingent upon the Government obtaining a substitute provider for the services and the contractor shall cooperate by taking all reasonable and necessary steps to ensure that services are not interrupted and transferred to the succeeding provider. The contractor shall issue a written memorandum detailing the status of the contractor's ongoing services initiating termination or any fault of either party.

12. **MANDATORY DISPUTES RESOLUTION CLAUSE:** In the event of a conflict between this "Mandatory Disputes Resolution Clause" and any other terms in this contract, it is the intent of the government of Guam and the contractor that the terms of this clause are to be given precedence.

(1) **Disputes Contractual Controversies.** The government of Guam and the contractor agree to attempt resolution of all controversies which arise under, or are by virtue of, this contract through mutual agreement. If the controversy is not resolved by mutual agreement, then the contractor shall request the head of the purchasing agency, or their designee, in writing to issue a final decision within sixty days after receipt of the written request in keeping with 5 GCA § 5427(c). The head of the purchasing agency or their designee shall immediately furnish a copy of the decision to the contractor, by certified mail with a return receipt requested, or by any other method that provides evidence of receipt.

(2) **Absence of a Written Decision within Sixty Days.** If the head of the purchasing agency, or their designee does not issue a written decision within sixty days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the contractor may proceed as though the head of the purchasing agency, or their designee had issued a decision adverse to the contractor.

(3) **Appeals to the Office of Public Accountability.** The head of the purchasing agency, or their designee's decision shall be final and conclusive, unless fraudulent or unless the contractor appeals the decision administratively to the Public Auditor in accordance with 5 GCA § 5706.

(4) **Disputes – Money Owed To or By the Government of Guam.** This subsection applies to appeals of the government of Guam's decision on a dispute. For money owed by or to the government of Guam under this contract, the contractor shall appeal the decision in accordance with the "Governments Claims Act", 5 GCA § 6101 et. Seq., by initially filing a claim with the Office of the Attorney General no later than eighteen months after the decision is rendered by the government of Guam or from the date when a decision should have been rendered. For all other claims by or against the government of Guam arising under this contract, the Office of the Public Auditor has jurisdiction over the appeal from the decision of the government of Guam. Appeals to the Office of the Public Auditor must be made within sixty days of government of Guam's decision or from the date the decision should have been made.

- (5) Exhaustion of Administrative Remedies. The contractor shall exhaust all administrative remedies before filing an action in the Superior Court of Guam in accordance with applicable laws.
- (6) Performance of Contract Pending Final Resolution by the Court. The contractor shall comply with the government of Guam's decision and proceed diligently with performance of this contract pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, this contract, except where the contractor claims a material breach of this contract by the government of Guam. However, if the head of the purchasing agency determines in writing that continuation of services under this contract is essential to the public's health or safety, then the contractor shall proceed diligently with performance of the contract notwithstanding any claim of material breach by the government of Guam.
13. **CONTRACT REMEDIES:** Remedies pursuant to 2 GAR § 9101. Any dispute arising under or out of this contract is subject to the provisions of Chapter 9 (Legal and Contractual Remedies) of Guam Procurement Regulations (GAR chapter 9)
14. **DISCOUNTS:**
- a) Notwithstanding the fact that prompt payment discounts may be offered, such offer will not be considered in evaluating bids for award unless otherwise specified in the Solicitation. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of bids.
 - b) In connection with any discount offered, time will be computed from date of delivery and acceptance of the supplies to the destination as indicated in the purchase order or contract. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Government check.
15. **GOVERNMENT FURNISHED PROPERTY:** No material, labor or facilities will be furnished by the Government unless otherwise provided for in the Solicitation.
16. **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.
17. **RECEIPT, OPENING AND RECORDING OF BIDS:** Bids and modifications shall be publicly opened in the presence of one or more witnesses, at the time, date, and place designated in the Invitation for Bids. The name of each bidder, the bid price, and such other information as is deemed appropriate by the Procurement Officer, shall be read aloud and recorded, or otherwise made available. The names and addresses of required witnesses shall be recorded at the opening. The opened bids shall be available for public inspection except to the extent the bidder designates trade secrets or other proprietary data to be confidential as set forth in accordance with Section 12, below. Material so designated shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. Prices, makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary (Guam Procurement Regulations 2 GAR, Div.4 §3109(k)).
18. **CONFIDENTIAL DATA:** If a bidder considers any information submitted in its bid to be confidential, the bidder must identify in writing to the Government those portions which it considers confidential, and must request in writing that those portions be kept confidential. Only trade secrets and proprietary data will be considered confidential. If there is a request for confidentiality, the Government will render a decision on the request as soon as practicable after bids are opened. The Government will advise any bidder requesting confidentiality, of the Government's decision in writing. If the Government does not agree with a bidder's request, then the Government will inform the bidder that it may lodge a protest regarding any part of the Government's decision by following the procedure for protests outlined in Chapter 9 of the Guam Procurement Regulations.
19. **PROHIBITION AGAINST GRATUITIES AND KICKBACKS:** With respect to this procurement and any other contract that bidder may have or wish to enter into with the Government, the bidder represents that he/she has not violated, is not violating, and promises that he will not violate the prohibition against gratuities and kickbacks set forth in the Guam Procurement Regulations - GAR §11170(e)
20. **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.
21. **WAGE AND BENEFIT COMPLIANCE-CONTRACTORS PROVIDING SERVICES:**
- a) Contractor with regard to all person its employs whose purpose in whole or in part is the direct delivery of services contracted for with the Government of Guam in this procurement, shall pay such employees in accordance with the Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor for such labor as is

employed in the direct deliverance of deliverables to the government of Guam. 5 GCA §5801 Contractor shall be responsible for flowing down this obligation to its subcontractors.

- b) The Wage Determination most recently issued by the U.S. Department of Labor at the time this Agreement was awarded to Contractor shall be used to determine wages and benefits which shall be paid to employees pursuant to this clause. 5 GCA §5801
- c) Should any contract contain a renewal clause, then at the time of renewal adjustments there shall be stipulations contained in that contract for applying the Wage Determination, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply. 5 GCA §5801
- d) In addition to the Wage Determination detailed above, health and similar benefits for employees having a minimum value as detailed in the wage Determination issued and promulgated by the U.S. Department of Labor shall apply. Contractor shall pay a minimum of ten (10) paid holidays per annum per employee. 5 GCA §5802

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

- e) In addition to any and all other breach of contract actions the Government of Guam may have under this procurement, in the event there is a violation in the process set forth in subsection (e) above, Contractor may be placed on probationary status by the Chief Procurement Officer of the General Service Agency, or its successor, for a period of one (1) year.
- f) During the probationary status, a Contractor shall not be awarded any contract by any instrumentality of the Government of Guam. A Contractor who has been placed on probationary status, or has been assessed a monetary penalty pursuant to 5 G.C.A. Article 13 Title 5 may appeal such penalty or probationary status to the Superior Court of Guam. 5 GCA §5804
- g) Contractor along with all proposed offerors and submitter under this procurement were required to submit a Declaration of Compliance with Wage Determination laws as part of this procurement with a copy of the most recent Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor. 5 GCA §5805
- h) The applicable USDOL Wage Determination Rate Revision (as defined by subsections (b) and (c)) is to this Agreement. Contractor agrees to provide upon written request by the Government of Guam written certification of its compliance with its obligations as part of each invoice, along with the names of any employees, their positions, and detailed wage and benefits paid in keeping with this section. Additionally upon request by Government of Guam the Contractor shall submit source documents as to those individuals provide direct services in part or whole under this Agreement and its payments to them of such wages and benefits.

22. **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. GAR §11103(b)

23. **PROHIBITION AGAINST CONTINGENT FEES:** The Contractor represents that he has not retained any person or agency upon an Agreement or understanding for a percentage, commission, brokerage, or other contingent arrangement, except for retention of bona fide employees or bona fide established commercial selling agencies, to solicit or secure this Agreement or any other contract with the government of Guam or its agencies. GAR §11108(f)

24. **CONTRACTOR'S WARRANTY AS TO EMPLOYEES AND SEX OFFENSES. Reference 5 GCA §5253 (b):** Contractor warrants that no person providing services on behalf of the Contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry.

Contractor warrants that if any person providing services on behalf of Contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction. Any 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.

25. **POLICY IN FAVOR OF SERVICE-DISABLED VETERAN OWNED BUSINESSES:** P.L. 31-115 (September 20, 2011) 5 GCA §5011 and §5012 In the procurement of any supply or service, (except for professional services), if such supply or service is offered by a Service-Disabled Veteran Owned Business "SDVOB", as defined in 5 GCA § 5012, that is at least fifty one percent (51%) owned by service-disabled veteran(s), and if the supply or service is available within the period that is required for the procurement, and the price for the supply or service does not exceed one hundred five percent (105%) of the lowest bidder price, a

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

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

(a) Notwithstanding any other provision of law, if any entity of the government of Guam or any entity expending governmental funds intends to procure any supply or service which is offered by a business concern that is at least fifty-one percent (51%) owned by women, that entity shall procure such supply or service from that business concern if the supply or service is available within the period required by the procuring entity and the price for the supply or service does not exceed one hundred five percent (105%) of the lowest price bidder, and shall be in addition to any other procurement benefit the women-owned business may qualify for under Guam law. The procuring entity shall determine the lowest price to the entity in the case of more than one (1) women-owned business, or a women-owned business and a service-disabled veteran owned business, who are competing for the same government contract. (b) Qualifications of a Women-Owned Business. A business concern is qualified under Subsection (a) of this Section if: (1) the business concern is licensed to do business on Guam; (2) the business concern maintains its headquarters on Guam; (3) the business concern is at least fifty-one percent (51%) owned by women, who manage day-to-day operations and make long-term decisions; (4) the business concern is certified as a Women-Owned Small Business (WOSB) or an Economically Disadvantaged Women-Owned Small Business (EDWOSB) by the U.S. Small Business Administration; and (5) the owner(s) of the business concern has (have) filed individual tax returns on Guam for a period of at least three (3) consecutive years.

27. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION: The undersigned Bidder certifies that the bid price submitted was independently arrived at without collusion GAR §3126

28. LICENSING OR CERTIFICATE(S) OF EXEMPTIONS: Bidders are cautioned that the Government will not consider for award any offer submitted by a bidder who cannot comply with the Guam Licensing Law. Specific information on license or exemptions may be obtained from the Director of Revenue and Taxation.

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

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

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

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

GOVERNMENT OF GUAM

GENERAL SERVICES AGENCY
2nd Floor ITC Bldg. Rm. 215,
Tamuning, Guam 96931

BID BOND

NO. GSA-017-25

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 _____ 202__.

(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.

**AFFIDAVIT DISCLOSING OWNERSHIP, INFLUENCE, COMMISSIONS AND
CONFLICTS OF INTEREST**

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

CITY OF TAMUNING)
) ss.
 ISLAND OF GUAM)

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

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the Bidder/Offeror/Prospective Contractor and that (please check and fill out all that apply):

The Bidder/Offeror/Prospective Contractor is an individual with a business license, and all decisions are by, and all profit is for, that same individual, with principal place of business street address being: 456 S. MARINE CORPS DR., STE. 103 TAMUNING GU 96913

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

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

Name of Owner	Principal Place of Business Street Address	% of Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

Name of >10% Owner Business or Artificial Person:

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

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

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

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

Second Tier Owner Name _____

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

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

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

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

Name	Principal Place of Business Street Address	Amount of Compensation
_____	_____	_____
_____	_____	_____

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

Name	Principal Place of Business Street Address
_____	_____
_____	_____

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

Name	Principal Place of Business Street Address
_____	_____
_____	_____

///

///

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

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

Executed on:

G. A. S. I. O.
(date)
March 24, 2025

G. A. S. I. O.

Signature of one of the following:
Bidder/Offeror/Prospective Contractor, if a licensed individual
Owner of sole proprietorship Bidder/Offeror/Prospective
Contractor
Partner, if the Bidder/Offeror/Prospective Contractor is a
partnership
Officer, if the Bidder/Offeror/Prospective Contractor is a
corporation

Subscribed and sworn to before me

This 4th day of March, 2025.

[Signature]

NOTARY PUBLIC

My commission expires:

July 26, 2026



VALERIE FEJERANG URIBE
NOTARY PUBLIC
In and for the Territory of Guam, U.S.A.
My Commission Expires: **JULY 26, 2026**
865 S Marine Dr., Ste 201 Tamuning, Guam 96913

AFFIDAVIT RE NON-COLLUSION

CITY OF TAMUNING)
) SS.
ISLAND OF GUAM)

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

1. The name of the offering company or individual is [state name of company] INTERNATIONAL ROYAL INC.

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

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

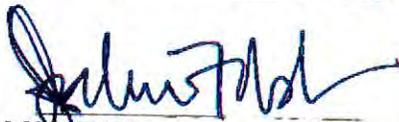


Signature of one of the following:

Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me

this 4th day of March, 2025



NOTARY PUBLIC
My commission expires July 26, 2026

AG Procurement Form 003 (Jul. 12, 2010)

VALERIE FEJERANG URIBE
NOTARY PUBLIC
In and for the Territory of Guam, U.S.A.
My Commission Expires: **JULY 26, 2026**
365 S. Marine Dr., Ste 201 Tamuning, Guam 96911



AFFIDAVIT RE GRATUITIES OR KICKBACKS

CITY OF TAMUNING)
) SS.
ISLAND OF GUAM)

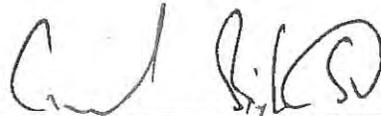
GURVINDER SOBTI [state name of affiant signing below], being first duly sworn, deposes and says that:

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

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

3. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers, representatives, agents, subcontractors, or employees have offered, given or agreed to give, any government of Guam employee or former government employee, any payment, gift, kickback, gratuity or offer of employment in connection with the offeror's proposal.

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.



Signature of one of the following:

Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me

this 4th day of March, 2025.



NOTARY PUBLIC
My commission expires July 26, 2026.

AG Procurement Form 004 (Jul. 12, 2010)

VALERIE FEJERANG URIBE
NOTARY PUBLIC
In and for the Territory of Guam, U.S.A.
My Commission Expires **JULY 26, 2026**
265 S Marine Dr., Ste 201 Tamuning, Guam 96913



DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

Procurement No.: GSA -017-25

Name of Offeror Company: INTERNATIONAL ROYAL INC.

I, GURVINDER SOBTI hereby certify under penalty of perjury:

(1) That I am THE OFFEROR [please select one: 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.

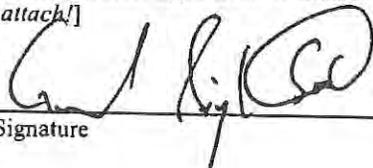
The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by the government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any contract contain a renewal clause, then at the 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

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

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

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<p>Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.75 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 2025.</p>
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The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

States: Guam, Northern Marianas, Wake Island

Area: Guam Statewide
Northern Marianas Statewide
Wake Island Statewide

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.27***
01012 - Accounting Clerk II		16.02***
01013 - Accounting Clerk III		17.93
01020 - Administrative Assistant		21.97
01035 - Court Reporter		17.40***
01041 - Customer Service Representative I		12.78***
01042 - Customer Service Representative II		14.23***
01043 - Customer Service Representative III		15.65***
01051 - Data Entry Operator I		12.16***
01052 - Data Entry Operator II		13.27***
01060 - Dispatcher, Motor Vehicle		17.39***
01070 - Document Preparation Clerk		13.85***
01090 - Duplicating Machine Operator		13.85***
01111 - General Clerk I		11.33***
01112 - General Clerk II		12.36***
01113 - General Clerk III		13.88***
01120 - Housing Referral Assistant		19.39
01141 - Messenger Courier		11.37***
01191 - Order Clerk I		12.57***
01192 - Order Clerk II		13.71***
01261 - Personnel Assistant (Employment) I		15.95***
01262 - Personnel Assistant (Employment) II		17.85

01263 - Personnel Assistant (Employment) III	19.89
01270 - Production Control Clerk	22.97
01290 - Rental Clerk	11.10***
01300 - Scheduler, Maintenance	15.55***
01311 - Secretary I	15.55***
01312 - Secretary II	17.40***
01313 - Secretary III	19.39
01320 - Service Order Dispatcher	15.40***
01410 - Supply Technician	21.97
01420 - Survey Worker	16.99***
01460 - Switchboard Operator/Receptionist	10.78***
01531 - Travel Clerk I	13.65***
01532 - Travel Clerk II	15.32***
01533 - Travel Clerk III	16.60***
01611 - Word Processor I	14.53***
01612 - Word Processor II	16.31***
01613 - Word Processor III	18.26
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	17.40***
05010 - Automotive Electrician	16.34***
05040 - Automotive Glass Installer	15.28***
05070 - Automotive Worker	15.28***
05110 - Mobile Equipment Servicer	13.11***
05130 - Motor Equipment Metal Mechanic	17.40***
05160 - Motor Equipment Metal Worker	15.28***
05190 - Motor Vehicle Mechanic	17.40***
05220 - Motor Vehicle Mechanic Helper	12.00***
05250 - Motor Vehicle Upholstery Worker	14.22***
05280 - Motor Vehicle Wrecker	15.28***
05310 - Painter, Automotive	16.34***
05340 - Radiator Repair Specialist	15.28***
05370 - Tire Repairer	12.67***
05400 - Transmission Repair Specialist	17.40***
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.21***
07041 - Cook I	15.29***
07042 - Cook II	17.82
07070 - Dishwasher	10.00***
07130 - Food Service Worker	10.18***
07210 - Meat Cutter	13.34***
07260 - Waiter/Waitress	9.89***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.70
09040 - Furniture Handler	11.94***
09080 - Furniture Refinisher	19.70
09090 - Furniture Refinisher Helper	14.47***
09110 - Furniture Repairer, Minor	17.15***
09130 - Upholsterer	19.70
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.12***
11060 - Elevator Operator	10.38***
11090 - Gardener	15.28***
11122 - Housekeeping Aide	10.38***
11150 - Janitor	10.38***
11210 - Laborer, Grounds Maintenance	11.55***
11240 - Maid or Houseman	10.24***
11260 - Pruner	10.34***
11270 - Tractor Operator	13.99***
11330 - Trail Maintenance Worker	11.55***
11360 - Window Cleaner	11.60***
12000 - Health Occupations	
12010 - Ambulance Driver	20.86
12011 - Breath Alcohol Technician	20.86
12012 - Certified Occupational Therapist Assistant	28.62
12015 - Certified Physical Therapist Assistant	28.62

12020 - Dental Assistant	18.79
12025 - Dental Hygienist	39.73
12030 - EKG Technician	31.60
12035 - Electroneurodiagnostic Technologist	31.60
12040 - Emergency Medical Technician	20.86
12071 - Licensed Practical Nurse I	18.65
12072 - Licensed Practical Nurse II	20.86
12073 - Licensed Practical Nurse III	23.25
12100 - Medical Assistant	14.50***
12130 - Medical Laboratory Technician	18.93
12160 - Medical Record Clerk	14.97***
12190 - Medical Record Technician	17.77
12195 - Medical Transcriptionist	18.65
12210 - Nuclear Medicine Technologist	45.85
12221 - Nursing Assistant I	12.43***
12222 - Nursing Assistant II	13.99***
12223 - Nursing Assistant III	15.26***
12224 - Nursing Assistant IV	17.12***
12235 - Optical Dispenser	20.86
12236 - Optical Technician	18.65
12250 - Pharmacy Technician	15.49***
12280 - Phlebotomist	18.65
12305 - Radiologic Technologist	31.60
12311 - Registered Nurse I	25.85
12312 - Registered Nurse II	31.60
12313 - Registered Nurse II, Specialist	31.60
12314 - Registered Nurse III	38.24
12315 - Registered Nurse III, Anesthetist	38.24
12316 - Registered Nurse IV	45.85
12317 - Scheduler (Drug and Alcohol Testing)	25.85
12320 - Substance Abuse Treatment Counselor	25.85
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.42
13012 - Exhibits Specialist II	26.53
13013 - Exhibits Specialist III	32.45
13041 - Illustrator I	21.42
13042 - Illustrator II	26.53
13043 - Illustrator III	32.45
13047 - Librarian	29.38
13050 - Library Aide/Clerk	17.05***
13054 - Library Information Technology Systems Administrator	26.53
13058 - Library Technician	18.11
13061 - Media Specialist I	19.15
13062 - Media Specialist II	21.42
13063 - Media Specialist III	23.87
13071 - Photographer I	19.15
13072 - Photographer II	21.42
13073 - Photographer III	26.53
13074 - Photographer IV	32.45
13075 - Photographer V	39.27
13090 - Technical Order Library Clerk	21.42
13110 - Video Teleconference Technician	19.15
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.71***
14042 - Computer Operator II	17.22***
14043 - Computer Operator III	19.19
14044 - Computer Operator IV	21.33
14045 - Computer Operator V	23.62
14071 - Computer Programmer I	(see 1) 15.73***
14072 - Computer Programmer II	(see 1) 19.50
14073 - Computer Programmer III	(see 1) 23.84
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1) 24.23
14102 - Computer Systems Analyst II	(see 1)

(see 1)

14103 - Computer Systems Analyst III	
14150 - Peripheral Equipment Operator	
14160 - Personal Computer Support Technician	15.71***
14170 - System Support Specialist	21.33
15000 - Instructional Occupations	21.24
15010 - Aircrew Training Devices Instructor (Non-Rated)	
15020 - Aircrew Training Devices Instructor (Rated)	24.23
15030 - Air Crew Training Devices Instructor (Pilot)	29.32
15050 - Computer Based Training Specialist / Instructor	34.91
15060 - Educational Technologist	24.23
15070 - Flight Instructor (Pilot)	31.17
15080 - Graphic Artist	34.91
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	20.47
15086 - Maintenance Test Pilot, Rotary Wing	34.91
15088 - Non-Maintenance Test/Co-Pilot	34.91
15090 - Technical Instructor	34.91
15095 - Technical Instructor/Course Developer	17.67***
15110 - Test Proctor	23.78
15120 - Tutor	15.70***
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	15.70***
16010 - Assembler	
16030 - Counter Attendant	11.38***
16040 - Dry Cleaner	11.38***
16070 - Finisher, Flatwork, Machine	12.98***
16090 - Presser, Hand	11.38***
16110 - Presser, Machine, Drycleaning	11.38***
16130 - Presser, Machine, Shirts	11.38***
16160 - Presser, Machine, Wearing Apparel, Laundry	11.38***
16190 - Sewing Machine Operator	11.38***
16220 - Tailor	13.53***
16250 - Washer, Machine	14.07***
19000 - Machine Tool Operation And Repair Occupations	11.91***
19010 - Machine-Tool Operator (Tool Room)	
19040 - Tool And Die Maker	19.70
21000 - Materials Handling And Packing Occupations	24.77
21020 - Forklift Operator	
21030 - Material Coordinator	15.36***
21040 - Material Expediter	22.97
21050 - Material Handling Laborer	22.97
21071 - Order Filler	13.83***
21080 - Production Line Worker (Food Processing)	10.62***
21110 - Shipping Packer	15.36***
21130 - Shipping/Receiving Clerk	17.12***
21140 - Store Worker I	17.12***
21150 - Stock Clerk	16.59***
21210 - Tools And Parts Attendant	23.33
21410 - Warehouse Specialist	15.36***
23000 - Mechanics And Maintenance And Repair Occupations	15.36***
23010 - Aerospace Structural Welder	
23019 - Aircraft Logs and Records Technician	25.04
23021 - Aircraft Mechanic I	19.47
23022 - Aircraft Mechanic II	23.84
23023 - Aircraft Mechanic III	25.04
23040 - Aircraft Mechanic Helper	26.30
23050 - Aircraft, Painter	16.58***
23060 - Aircraft Servicer	22.39
23070 - Aircraft Survival Flight Equipment Technician	19.47
23080 - Aircraft Worker	22.39
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	21.03
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	21.03
23110 - Appliance Mechanic	
23120 - Bicycle Repairer	23.84
23125 - Cable Splicer	19.70
	15.81***
	24.19

23130 - Carpenter, Maintenance	17.58***
23140 - Carpet Layer	18.43
23160 - Electrician, Maintenance	20.04
23181 - Electronics Technician Maintenance I	18.43
23182 - Electronics Technician Maintenance II	19.70
23183 - Electronics Technician Maintenance III	20.98
23260 - Fabric Worker	17.15***
23290 - Fire Alarm System Mechanic	16.77***
23310 - Fire Extinguisher Repairer	15.81***
23311 - Fuel Distribution System Mechanic	20.98
23312 - Fuel Distribution System Operator	15.81***
23370 - General Maintenance Worker	13.77***
23380 - Ground Support Equipment Mechanic	23.84
23381 - Ground Support Equipment Servicer	19.47
23382 - Ground Support Equipment Worker	21.03
23391 - Gunsmith I	15.81***
23392 - Gunsmith II	18.43
23393 - Gunsmith III	20.98
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.22
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	21.51
23430 - Heavy Equipment Mechanic	20.41
23440 - Heavy Equipment Operator	18.33
23460 - Instrument Mechanic	20.98
23465 - Laboratory/Shelter Mechanic	19.70
23470 - Laborer	13.83***
23510 - Locksmith	19.70
23530 - Machinery Maintenance Mechanic	25.08
23550 - Machinist, Maintenance	20.98
23580 - Maintenance Trades Helper	11.77***
23591 - Metrology Technician I	20.98
23592 - Metrology Technician II	22.31
23593 - Metrology Technician III	23.62
23640 - Millwright	20.98
23710 - Office Appliance Repairer	19.46
23760 - Painter, Maintenance	18.74
23790 - Pipefitter, Maintenance	19.96
23810 - Plumber, Maintenance	18.75
23820 - Pneudraulic Systems Mechanic	20.98
23850 - Rigger	20.98
23870 - Scale Mechanic	18.43
23890 - Sheet-Metal Worker, Maintenance	20.80
23910 - Small Engine Mechanic	18.43
23931 - Telecommunications Mechanic I	20.98
23932 - Telecommunications Mechanic II	22.31
23950 - Telephone Lineman	22.68
23960 - Welder, Combination, Maintenance	19.96
23965 - Well Driller	21.13
23970 - Woodcraft Worker	20.98
23980 - Woodworker	15.81***
24000 - Personal Needs Occupations	
24550 - Case Manager	16.09***
24570 - Child Care Attendant	10.22***
24580 - Child Care Center Clerk	13.25***
24610 - Chore Aide	14.06***
24620 - Family Readiness And Support Services Coordinator	16.09***
24630 - Homemaker	16.12***
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.79
25040 - Sewage Plant Operator	22.89
25070 - Stationary Engineer	22.79
25190 - Ventilation Equipment Tender	15.72***
25210 - Water Treatment Plant Operator	22.89

27000 - Protective Service Occupations	
27004 - Alarm Monitor	11.21***
27007 - Baggage Inspector	10.02***
27008 - Corrections Officer	14.59***
27010 - Court Security Officer	14.59***
27030 - Detection Dog Handler	11.21***
27040 - Detention Officer	14.59***
27070 - Firefighter	14.59***
27101 - Guard I	10.02***
27102 - Guard II	11.21***
27131 - Police Officer I	14.59***
27132 - Police Officer II	16.21***
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.44***
28042 - Carnival Equipment Repairer	14.68***
28043 - Carnival Worker	9.93***
28210 - Gate Attendant/Gate Tender	13.18***
28310 - Lifeguard	11.60***
28350 - Park Attendant (Aide)	14.74***
28510 - Recreation Aide/Health Facility Attendant	11.84***
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	26.02
29020 - Hatch Tender	26.02
29030 - Line Handler	26.02
29041 - Stevedore I	24.21
29042 - Stevedore II	27.82
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	45.21
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	31.17
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	34.34
30021 - Archeological Technician I	18.41
30022 - Archeological Technician II	20.59
30023 - Archeological Technician III	25.51
30030 - Cartographic Technician	25.51
30040 - Civil Engineering Technician	25.51
30051 - Cryogenic Technician I	28.25
30052 - Cryogenic Technician II	31.21
30061 - Drafter/CAD Operator I	18.41
30062 - Drafter/CAD Operator II	20.59
30063 - Drafter/CAD Operator III	22.96
30064 - Drafter/CAD Operator IV	28.25
30081 - Engineering Technician I	17.32***
30082 - Engineering Technician II	19.44
30083 - Engineering Technician III	21.74
30084 - Engineering Technician IV	26.94
30085 - Engineering Technician V	32.95
30086 - Engineering Technician VI	39.86
30090 - Environmental Technician	25.51
30095 - Evidence Control Specialist	25.51
30210 - Laboratory Technician	22.96
30221 - Latent Fingerprint Technician I	28.25
30222 - Latent Fingerprint Technician II	31.21
30240 - Mathematical Technician	25.51
30361 - Paralegal/Legal Assistant I	19.54
30362 - Paralegal/Legal Assistant II	24.21
30363 - Paralegal/Legal Assistant III	29.61
30364 - Paralegal/Legal Assistant IV	35.83
30375 - Petroleum Supply Specialist	31.21
30390 - Photo-Optics Technician	25.51
30395 - Radiation Control Technician	31.21
30461 - Technical Writer I	25.51
30462 - Technical Writer II	31.21

30463 - Technical Writer III	37.75
30491 - Unexploded Ordnance (UXO) Technician I	28.73
30492 - Unexploded Ordnance (UXO) Technician II	34.76
30493 - Unexploded Ordnance (UXO) Technician III	41.67
30494 - Unexploded (UXO) Safety Escort	28.73
30495 - Unexploded (UXO) Sweep Personnel	28.73
30501 - Weather Forecaster I	28.25
30502 - Weather Forecaster II	34.36
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 22.96
30621 - Weather Observer, Senior	(see 2) 25.51
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	34.76
31020 - Bus Aide	8.97***
31030 - Bus Driver	12.75***
31043 - Driver Courier	10.26***
31260 - Parking and Lot Attendant	9.91***
31290 - Shuttle Bus Driver	11.65***
31310 - Taxi Driver	11.41***
31361 - Truckdriver, Light	11.21***
31362 - Truckdriver, Medium	12.16***
31363 - Truckdriver, Heavy	17.57***
31364 - Truckdriver, Tractor-Trailer	17.57***
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	16.95***
99030 - Cashier	10.26***
99050 - Desk Clerk	10.01***
99095 - Embalmer	28.73
99130 - Flight Follower	28.73
99251 - Laboratory Animal Caretaker I	25.47
99252 - Laboratory Animal Caretaker II	27.83
99260 - Marketing Analyst	21.54
99310 - Mortician	28.73
99410 - Pest Controller	16.07***
99510 - Photofinishing Worker	15.10***
99710 - Recycling Laborer	17.32***
99711 - Recycling Specialist	23.38
99730 - Refuse Collector	16.40***
99810 - Sales Clerk	10.63***
99820 - School Crossing Guard	18.82
99830 - Survey Party Chief	24.38
99831 - Surveying Aide	13.87***
99832 - Surveying Technician	18.02
99840 - Vending Machine Attendant	25.47
99841 - Vending Machine Repairer	32.44
99842 - Vending Machine Repairer Helper	25.47

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

HEALTH & WELFARE EO 13706: \$4.93 per hour, up to 40 hours per week, or \$197.20 per week, or \$854.53 per month*

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

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

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

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

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

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

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

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

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

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

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

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you

work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

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

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

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

**** UNIFORM ALLOWANCE ****

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

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

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

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

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

AFFIDAVIT RE CONTINGENT FEES

CITY OF TAMUNING)
) SS.
ISLAND OF GUAM)

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

1. The name of the offering company or individual is [state name of company] INTERNATIONAL ROYAL INC.
2. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. This statement is made pursuant to 2 GAR Division 4 11108(f).
3. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a contract with the government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. This statement is made pursuant to 2 GAR Division 4 11108(h).
4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

[Handwritten Signature]

Signature of one of the following:

- Offeror, if the offeror is an individual;
- Partner, if the offeror is a partnership;
- Officer, if the offeror is a corporation.

Subscribed and sworn to before me

this 4th day of March, 2025.

[Handwritten Signature]

NOTARY PUBLIC
My commission expires July 20, 2026.

AG Procurement Form 007 (Jul. 15, 2010)

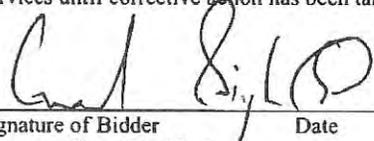
VALERIE FEJERANG URIBE
NOTARY PUBLIC
In and for the Territory of Guam, U.S.A.
My Commission Expires: **JULY 26, 2026**
165 S. Notario Dr., Ste 201, Tamuning, Guam 96913



Special Provisions

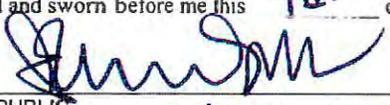
Restriction against Sex Offenders Employed by service providers to Government of Guam from working on Government Property.

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



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

Subscribed and sworn before me this 4th day of March, 2025



NOTARY PUBLIC
My commission expires, July 26, 2024



VALERIE FEJERANG URIBE
NOTARY PUBLIC
In and for the Territory of Guam, U.S.A.
My Commission Expires: **JULY 26, 2026**
865 S Marine Dr., Ste 201 Tamuning, Guam 96913

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, GURVINDER SOBTI - PRESIDENT, hereby certify
(Name and title of official)

On behalf of INTERNATIONAL ROYAL INC. that:
(Name of Bidder/Company Name)

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

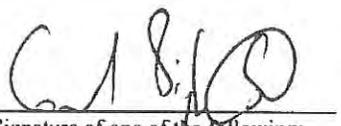
(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

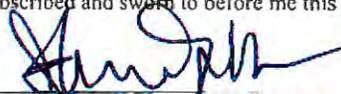
Name of Bidder/Company Name GURVINDER SOBTI - INTERNATIONAL ROYAL INC.

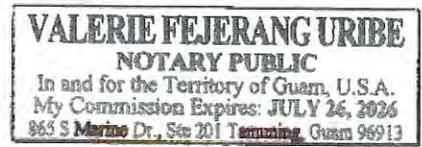
Type or print name GURVINDER SOBTI

Signature of authorized representative _____ Date / /


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

Subscribed and sworn to before me this 4th day of March, 2025.


NOTARY PUBLIC
My commission expires, July 24, 2026



<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QTY.</u>	<u>UOM</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
1.0	Articulating Boom Lift (Latest Model)	1	EA	\$ \$127,000.00	\$ \$127,000.00

As per the following specifications:

GENERALS:

The specifications have been written to describe minimum equipment and performance requirements to be supplied by the equipment manufacturer bidding. Reasonable test may be conducted upon delivery before acceptance.

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

Articulating Boom Lift shall be new / unused, current model year production.

Articulating Boom Lift shall be supplied with all standard equipment and accessories indicated in manufacturer's published literature/brochure unless specifically deleted as stated in this specification. Optional equipment necessary to meet the requirement of this specification shall be installed.

SPECIFICATIONS:

BIDDING ON/REMARKS

TYPE OF CONTRUCTION LIFT:

Articulating Boom Lift

YES. MEETS SPEC

POWER:

Drive and Steer: 4WD X 2WS

System Voltage: 12VDC

Diesel Fuel Tank Capacity: Standard manufacture recommended

Hydraulic Tank Capacity: Standard manufacture recommended

YES. MEETS SPEC
CUSTOMIZE TO SPEC

CONTROL SYSTEM:

Three (3) Joysticks - Variable Proportional Control
and Accuracy in reach target

Display Screen display fault and status

information, machine status, fault diagnosis, parameters
and settings.

YES. MEETS SPEC.
CUSTOMIZE TO SPEC

LOAD CAPACITY:

Minimum of two (2) persons

Load Capacity: Minimum of 550lbs

YES. MEETS SPEC.
CUSTOMIZE TO SPEC.

LIFT HEIGHT REQUIREMENT:

Platform Height: Minimum of 70FT

Working Height: Minimum of 75FT

YES MEETS SPEC.
CUSTOMIZE TO SPEC.

ROTATION REQUIREMENT:

Turntable Rotation: 360°

WHEELS / TIRES:

YES MEETS SPEC.
CUSTOMIZE TO SPEC

Each vehicle shall be supplied with four (4) matching wheels and foam filled tires. Non-Marking Tires

YES MEETS SPEC.
CUSTOMIZE TO SPEC.

WARRANTY:

Minimum 5-year warranty to include parts and labor.
Equipment service/maintenance to be scheduled as recommended by manufacturer.

YES MEETS SPEC.
CUSTOMIZE TO SPEC.

ACCESSORIES:

Horn and Buzzer
Flashing Beacon
Emergency Stop and Lowering System
Weighing System
Manual storage box

YES MEETS SPEC
CUSTOMIZE TO SPEC.

TRAINING:

The successful bidder shall provide comprehensive Operator Familiarization training for no less than five Department of Military Affairs personnel

YES MEETS SPEC.

COLOR:

Department of Military Affairs reserves the right to Make final selection of color options.

YES MEETS SPEC.
CUSTOMIZE TO SPEC.

Service\Maintenance and Repair Manuals

The successful bidder shall provide (1) complete set of the most current service \ shop repair manuals Book Form or CD ROM or access to them electronically at no additional cost during the life of the Articulating Boom Lift. Manuals shall cover the entire Articulating Boom Lift to include: Engine, Transmission, Body, Chassis, Wiring locators\diagrams and all parts manuals associated with Articulating Boom Lift. If this cannot be provided, relative technical assistance shall be provided through the life of the Articulating Boom Lift at no cost to the government. Statement of compliance shall be present at the time of Articulating Boom Lift delivery.

(x) Yes, offer as requested: _____

() No, remarks: _____

Service Required: Manufacturer's recommended preventive maintenance as defined by the manufacturer's scheduled maintenance guide shall be performed through the duration of Manufacturer's powertrain warranty, all parts, labor, and disposal fees included at "No Cost to the Government of Guam". (Documentation)\Service contract shall be included with the delivery of vehicle).

(x) Yes, offer as requested: _____

() No, remarks: _____

Warranty: (All guarantee, warranty, and service periods begin on date of delivery).

1. The successful bidder shall **guarantee** all parts, components, materials and workmanship associated with the Articulating Boom Lift delivered to be free from defects for the period of (1) year starting at the date of delivery. Unlimited to include lights, fuses etc. **Unless defect is determined to be caused by obvious operator negligence.**

Yes, offer as requested: _____
 No, remarks: _____

2. The successful bidder shall provide the manufacture's standard warranty. Certification of warranty and its limitations shall be provided upon delivery of Articulating Boom Lift.

Yes, offer as requested: _____
 No, remarks: _____

3. The successful bidder shall be fully responsible to entertain, address, negotiate and schedule any and all warranty related issues whether in house or with outside vendors.

Yes, offer as requested: _____
 No, remarks: _____

4. The successful bidder shall provide service such as diagnostic, repair or adjustment of the Articulating Boom Lift on the government premises or field location. If repair cannot be done on location, bidder shall have Articulating Boom Lift transferred to shop where repair can be executed at any time within the warranty period.

Yes, offer as requested: _____
 No, remarks: _____

Warranty and service conditions:

1. The successful bidder shall be responsible for all cost associated with warranty and service. **To include but not limited to: Transport, diagnostic, parts, labor, disposal etc.**

Yes, offer as requested: _____
 No, remarks: _____

2. During warranty period, the Government of Guam will not be liable for diagnostic fees not covered by warranty. Exception: Defect determined to be caused by obvious operator negligence.

Yes, offer as requested: _____
 No, remarks: _____

3. All warranty and maintenance services shall be performed by manufacture\factory trained, authorized technicians.

Yes, offer as requested: _____
 No, remarks: _____

4. Due to nature of services provided by the Government of Guam all maintenance and warranty repairs shall be subject to priority scheduling and performed expeditiously.

Yes, offer as requested: _____
 No, remarks: _____

5. If the Articulating Boom Lift is out of service for three (3) consecutive days or longer awaiting parts, service or repairs, the total amount of time shall be added to existing warranty period.

Yes, offer as requested: _____
 No, remarks: _____

6. Through the duration of Warranty periods specified, if Articulating Boom Lift is out of service pending parts or repairs for two (2) consecutive days or longer, an equivalent loaner Articulating Boom Lift shall be provided at no cost to the Government of Guam.

(x) Yes, offer as requested: _____

() No, remarks: _____

7. If the Articulating Boom Lift is inoperable/undrivable, towing service is required to, from, and returned, during the vehicle warranty period, at no cost to the Government of Guam.

(x) Yes, offer as requested: _____

() No, remarks: _____

NOTE:

Partial deliveries will not be accepted. All requirement specified must be provided and installed at time of delivery.

Articulating Boom Lift must be inspected and pass inspection by authorized safety inspection station.

Articulating Boom Lift must be delivered to the Department of Military Affairs.

BIDDING ON:

MANUFACTURED BY: EVER STAR
YEAR: 2025
MAKE: EVER STAR
MODEL: EAB22J-CUSTOM
DATE OF DELIVERY: 8 TO 10 WEEKS

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QTY.</u>	<u>UOM</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
2.0	Indoor Scissor Lift (Latest Model) As per the following specifications:	1	EA	\$ 15,449.00	\$ 15,449.00

GENERALS:

The specifications have been written to describe minimum equipment and performance requirements to be supplied by the equipment manufacturer bidding. Reasonable test may be conducted upon delivery before acceptance.

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

Indoor Scissor Lift shall be new / unused, current model year production.

Indoor Scissor Lift shall be supplied with all standard equipment and accessories indicated in manufacturer's published literature/brochure unless specifically deleted as stated in this specification. Optional equipment necessary to meet the requirement of this specification shall be installed.

SPECIFICATIONS:

BIDDING ON/REMARKS

TYPE OF CONSTRUCTION LIFT:

Indoor Scissor Lift

YES. MEETS SPEC.

POWER:

System Voltage and Drive: 24V Electric

Motor: Asynchronous

Batteries: 24V – 225 Ah

Charger: 110V, 27A multi-voltage

Power to Platform: 120VAC

Hydraulic Tank Capacity: Standard manufacture recommended

YES. MEETS SPEC.
CUSTOMIZE TO SPEC.

CONTROL SYSTEM:

Ergonomic upper control box with grab handle and speed selector, dashboard display with critical alert icons, fuel and battery indicators, and temperature and potential technical failure alerts. Ability to pass through standard double-door entrances.

YES. MEETS SPEC.
CUSTOMIZE TO SPEC.

LOAD CAPACITY:

Minimum of one (1) person, maximum of two (2) persons

Load Capacity: Minimum of 550 lbs

Extended Platform Safe Working Load Capacity:

Minimum of 265 lbs

YES. MEETS SPEC.
CUSTOMIZE TO SPEC.

PLATFORM, LIFT, AND TILT REQUIREMENTS:

Platform Size: Minimum of 94in x 32in

Indoor Platform Height: Minimum of 25ft

Outdoor Platform Height: Minimum of 17ft
Indoor Working Height: Minimum of 31ft
Outdoor Working Height: Minimum of 23ft
Tilt: Minimum of 3.5 degrees longitudinal, 1.5 degrees lateral

YES. MEETS SPEC.
CUSTOMIZE TO SPEC.

WHEELS/TIRES:

Each vehicle shall be supplied with two (2) front steering wheels, two (2) rear drive wheels, and non-marking solid tires.

YES. MEETS SPEC.
CUSTOMIZE TO SPEC.

WARRANTY:

Minimum 5- year warranty to include parts and labor.
Equipment service/maintenance to be scheduled as recommended by manufacturer.

YES. MEETS SPEC.
CUSTOMIZE TO SPEC.

ACCESSORIES:

Secondary guarding device
Pothole guards
Reinforced and foldable guardrails
Lateral and longitudinal forklift pockets
Swing gate entry
Motion alarm
Electric brake release system

YES. MEETS SPEC.
CUSTOMIZE TO SPEC.

TRAINING:

The successful bidder shall provide comprehensive Operator Familiarization training for no less than five Department of Military Affairs personnel

YES. MEETS SPEC.

COLOR:

Department of Military Affairs reserves the right to Make final selection of color options.

YES. MEETS SPEC.
CUSTOMIZE TO SPEC.

Service\Maintenance and Repair Manuals

The successful bidder shall provide (1) complete set of the most current service \ shop repair manuals Book Form or CD ROM or access to them electronically at no additional cost during the life of the Indoor Scissor Lift. Manuals shall cover the entire Indoor Scissor Lift to include: Engine, Transmission, Body, Chassis, Wiring locators\diagrams and all parts manuals associated with Indoor Scissor Lift. If this cannot be provided, relative technical assistance shall be provided through the life of the Indoor Scissor Lift at no cost to the government. Statement of compliance shall be present at the time of Scissor Lift delivery.

(x) Yes, offer as requested: _____

() No, remarks: _____

Service Required: Manufacturer's recommended preventive maintenance as defined by the manufacturer's scheduled maintenance guide shall be performed through the duration of Manufacturer's powertrain warranty, all parts, labor, and disposal fees included at "No Cost to the Government of Guam". (Documentation\Service contract shall be included with the delivery of vehicle).

(x) Yes, offer as requested: _____

() No, remarks: _____

Warranty: (All guarantee, warranty, and service periods begin on date of delivery).

1. The successful bidder shall **guarantee** all parts, components, materials and workmanship associated with the Indoor Scissor Lift delivered to be free from defects for the period of (1) year starting at the date of delivery. Unlimited to include lights, fuses etc. **Unless defect is determined to be caused by obvious operator negligence.**

(x) Yes, offer as requested: _____

() No, remarks: _____

2. The successful bidder shall provide the manufacture's standard warranty. Certification of warranty and its limitations shall be provided upon delivery of Indoor Scissor Lift.

(x) Yes, offer as requested: _____

() No, remarks: _____

3. The successful bidder shall be fully responsible to entertain, address, negotiate and schedule any and all warranty related issues whether in house or with outside vendors.

(x) Yes, offer as requested: _____

() No, remarks: _____

4. The successful bidder shall provide service such as diagnostic, repair or adjustment of the Indoor Scissor Lift on the government premises or field location. If repair cannot be done on location, bidder shall have Indoor Scissor Lift transferred to shop where repair can be executed at any time within the warranty period.

(x) Yes, offer as requested: _____

() No, remarks: _____

Warranty and service conditions:

1. The successful bidder shall be responsible for all cost associated with warranty and service.

To include but not limited to: Transport, diagnostic, parts, labor, disposal etc.

(x) Yes, offer as requested: _____

() No, remarks: _____

2. During warranty period, the Government of Guam will not be liable for diagnostic fees not covered by warranty. Exception: Defect determined to be caused by obvious operator negligence.

(x) Yes, offer as requested: _____

() No, remarks: _____

3. All warranty and maintenance services shall be performed by manufacture\factory trained, authorized technicians.

(x) Yes, offer as requested: _____

() No, remarks: _____

4. Due to nature of services provided by the Government of Guam all maintenance and warranty repairs shall be subject to priority scheduling and performed expeditiously.

(x) Yes, offer as requested: _____

() No, remarks: _____

5. If the Indoor Scissor Lift is out of service for three (3) consecutive days or longer awaiting parts, service or repairs, the total amount of time shall be added to existing warranty period.

(x) Yes, offer as requested: _____

() No, remarks: _____

6. Through the duration of Warranty periods specified, if Indoor Scissor Lift is out of service pending parts or repairs for two (2) consecutive days or longer, an equivalent loaner Indoor Scissor Lift shall be provided at no cost to the Government of Guam.

(x) Yes, offer as requested: _____

() No, remarks: _____

7. If the Indoor Scissor Lift is inoperable/undrivable, towing service is required to, from, and returned, during the vehicle warranty period, at no cost to the Government of Guam.

(x) Yes, offer as requested: _____

() No, remarks: _____

NOTE:

Partial deliveries will not be accepted. All requirement specified must be provided and installed at time of delivery.

Indoor Scissor Lift must be inspected and pass inspection by authorized safety inspection station.

Indoor Scissor Lift must be delivered to the Department of Military Affairs.

BIDDING ON:

MANUFACTURED BY: EVER STAR

YEAR: 2025

MAKE: EVER STAR

MODEL: EPT0810 - CUSTOM

DATE OF DELIVERY: 8 TO 10 WEEKS

These specifications were prepared by the staff of the Department of Military Affairs, and approved by Kathleen A. Peredo, Quartermaster.

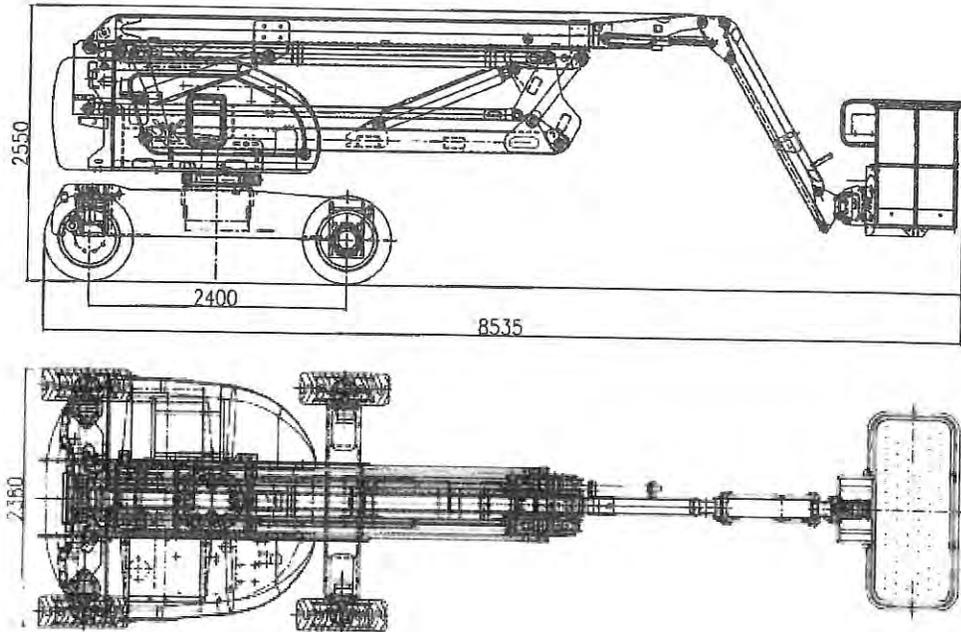
Catalogue

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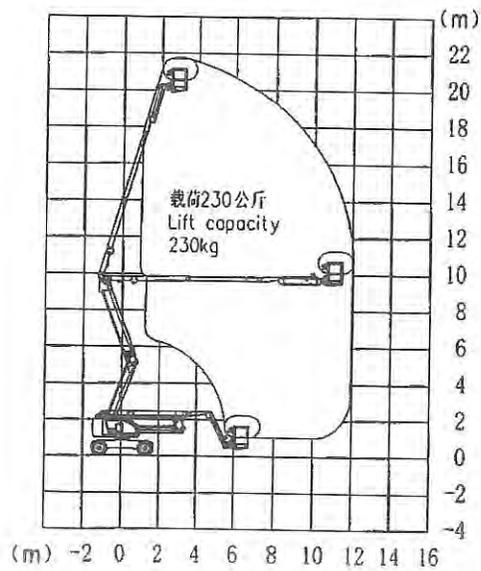
1. Technical Parameters

Item	Unit	Performance Parameters
Max. working height	m	22
Max. platform height	m	20
Max. horizontal outreach radius	m	12
Span height	m	9.4
Lifting capacity(unlimited range)	kg	230
Stowed Length	m	8.54
Width	m	2.38
Stowed Height	m	2.55
Wheelbase	m	2.4
Center ground clearance	m	0.4
Platform size (length*width)	m	1.83×0.76
Turning radius inside	m	2.66
Turning radius outside	m	5.66
Stowed drive speed	Km/h	(2WD)6.3km/h(4WD)4.2km/h
Raised drive speed	Lm/h	1.1
Maximum grade ability	/	16.7°(30%2WD)/24.4°(45%4WD)°
Tire type	/	33×12-20
Turntable slewing speed	/	0~0.8
Turntable rotation	/	360°continuous
Platform leveling	/	Automatic leveling
Platform rotation	/	±90°
Overall weight	kg	(2WD)9380/(4WD)9500
System control voltage	V	12
Drive & steer mode	/	4×4×2
Engine	/	Yanmar/Kubota
Engine rated power	/	36kw/2400rpm
Fuel tank capacity	L	100

2. EAB22J Structure Diagram



3. EAB22J Scope of Work Diagram



4. Technical Performance

4.1 Overall

- It can adapt to specific working environments, that is, it can work in humid, corrosive, dusty, high-temperature, and low-temperature environments.
- The machine has an automatic walking function and can walk at fast or slow speeds under different working conditions. Only one person can operate the machine to continuously complete lifting, forward, backward, steering, rotation and other actions when working at high altitudes. Compared with traditional hydraulic, the platform greatly improves work efficiency and reduces the number of operators and labor intensity.

4.2 Boom

- The boom head, cylinder piston rod, etc. are equipped with dust-proof and sand-proof devices.
- The drag chain is made of high-strength engineering plastics that are resistant to marine climate and adapted to harsh working environments.

4.3 Rotation platform

- There are lifting ring positions on the bottom frame and turntable to facilitate lifting.

4.4 Security settings

- The working bucket has an automatic leveling function, and the inclination angle of the working bucket relative to the horizontal plane cannot be greater than 1.5°.
- There are upper and lower control consoles (ground control console and platform control console), and a directional switch is used for switching in the upper and lower consoles. The upper console has a lockout function for the lower console when it is in use. Both upper and lower consoles are equipped with protective covers.
- The boom extends, retracts, luffing, and rotates smoothly during operation, featuring a buffering device, and it is equipped with a buffer device
- The platform travel and boom rotation are equipped with reliable brakes to ensure reliable control on slopes and during operation.
- There is a foot switch on the platform, which can only be operated by pressing down the foot switch.
- When the platform width and height reach a certain level, the driving speed and boom movement speed are automatically limited. When the machine is parked on a ground with an uneven

EVER STAR

surface exceeding 5°, the jib movement will be restricted.

- Each oil cylinder is equipped with a balance valve or hydraulic lock to ensure that the oil cylinder will not move automatically, Moreover, the connection between the hydraulic cylinder, the balance valve, as well as the hydraulic lock is rigid
- The signs are clear and the meaning is clear.

4.5 Electrical System

- Adopt PLC and CAN bus control methods to simplify the wiring and facilitate maintenance and repair. Using metal aviation plug, the protection level reaches IP65.
- The extension, retraction, luffing, slewing, and platform movement of the boom are all controlled by electro-hydraulic proportional control, allowing for stepless speed adjustment.
- When the equipment boom descends, an audible and visual alarm will sound.
- The upper and lower consoles are equipped with emergency stop buttons. When an unexpected operation occurs, the operator can quickly turn off the engine to prevent the platform from continuing to move.
- The lower console has a display screen that can monitor the operating status of the vehicle.
- The upper and lower consoles are protected by protective covers.
- Equipped with a device to prevent the engine from starting again while it is running.

4.6 Hydraulic system

- The main hydraulic components and control components are well-known brand products with high reliability.
- The hydraulic system has automatic pressure compensation and load sensing functions to ensure that the oil pump and engine will not be damaged due to overload.
- Equipped with a manual emergency lowering device, which can safely lower the work bucket to the ground when the engine or main oil pump fails.
- The extension, retraction, luffing, slewing, and platform movement of the boom can perform at the same time.
- Install a safety valve on the hydraulic circuit to prevent abnormal pressure rise in hydraulic components.
- The work bucket leveling adopts a static pressure leveling system. Compared with traditional electro-hydraulic leveling, the static pressure leveling system operates more smoothly and has higher reliability. More importantly, it can avoid malfunctions caused by electrical faults.

4.7 Engine system

- The engine throttle control has three speeds (or Stepless Speed Variation). When there is no action for a long time, the engine will automatically reduce to low idle speed to meet energy saving requirements.
- The engine air intake system adopts closed two-stage filtration, which is suitable for operations in dusty environments; and is easy to maintain.
- Equipped with an automatic shutdown device to prevent engine overheating and low hydraulic oil pressure.

5. Function Features

- **Patented weighing device:** Using the weighing device with patented technology owned by our company. This weighing device enables accurate measurement of the workload on the work platform. Unaffected by the load's position on the platform, this weighing device prevents misjudgments that could otherwise affect the platform's normal operation.
- **PLC and CAN bus control:** An industrial controller is installed on the chassis, turntable and platform respectively. The protection level of these controllers is IP65. They also use advanced CAN bus control, with simple circuits and good reliability; maintenance and fault diagnosis are simple.
- **High security:** Double-spool hydraulic circuit prevents uncontrollable accidents caused by hydraulic valve sticking. The emergency power unit ensures timely recovery even in the event of engine failure.
- **Anti-misoperation function:** It prevents restarting when the engine is started and protects the starter and flywheel ring gear; when the platform width and height reach a certain level, the driving speed and boom movement speed are automatically limited, even if the engine is at high speed.

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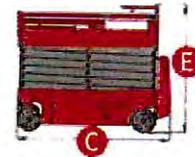
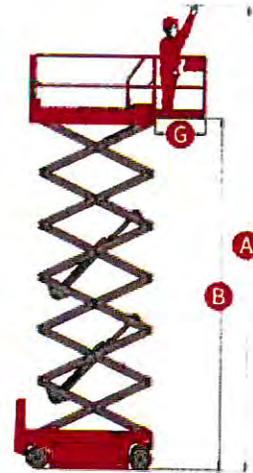
Self-propelled Scissor Lift EPT0810



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1. Basic parameter:

Basic parameter	unit	EPT0810
S.W.L	Kg	450Kg
S.W.L On Extension	Kg	113Kg
Max. Occupants	/	2
Maximum working height (A)	m	10m
Maximum platform height (B)	mm	8m
Overall length (C)	mm	2480mm
Overall width (D)	mm	1190mm
Overall height (rail unfolded)	mm	2320mm
Overall height (rail folded) (E)	mm	1780mm
Working platform size (F)	mm	2270X1120mm
Platform extension size (G)	mm	900mm
Minimum ground clearance (collapsed state)	mm	100mm
Minimum ground clearance (lifting status)	mm	19mm
Wheelbase	mm	1895mm
Minimum turning radius (inner wheel)	mm	0m
Minimum turning radius (outer wheel)	m	2.2m
Lifting motor	V/KW	24V/3.3Kw
Machine running speed (retraction)	Km/h	3.5Km/h
Machine running speed (lifting)	Km/h	0.8Km/h
Rising/falling speed	/	28/38sec
Battery	V/Ah	4X6V/240Ah
Charger	V/A	24V/25A
Max grade ability	/	25%
Max. Working Slope	°	2°/3°
Tyre	mm	Φ381X127mm
Overall Weight	Kg	2360Kg



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2.Product configuration:

Proportional control	Automatic brake system	Buzzer	Extension
Automatic pothole protection system	Emergency descent system	Horn	Charging protection system
Platform self-locking door	Emergency stop button	Working schedule	Strobe light
Full-travel traveling	Oil pipe explosion-proof	Safety check support rod	
Traceless tire	Fault diagnosis system	Standard transport forklift	
4 × 2 drive	Tilt protection system	Folded fence	

3.Product material

Safety guardrail	35mm * 35mm square tube
Platform	2.5mm anti-skid pattern plate
Strut	Rectangular tube: 125mm * 75mm * 5mm material shanghai baosteel Q500 special steel
Chassis	Q345 manganese steel plate welding
Hydraulic cylinder	Yantai xinghui/laizhou Xingda
Battery	Hong Kong QUIMO
Hydraulic oil	KunLun N46 # anti-wear
Control system	US DTC
Tyre	Bonded solid tire gray
Wire harness	Vehicle harness
Pin shaft	Salt bath carbonization antirust treatment
Surface treatment	Electrophoretic antirust treatment of the whole vehicle+automobile painting process
Warranty	3 years warranty for main structure and 2 years warranty for vehicle parts
Surface treatment (automobile painting process)	
1 coat of electrophoretic paint	
2 coats of primer	
3 coats of car paint	

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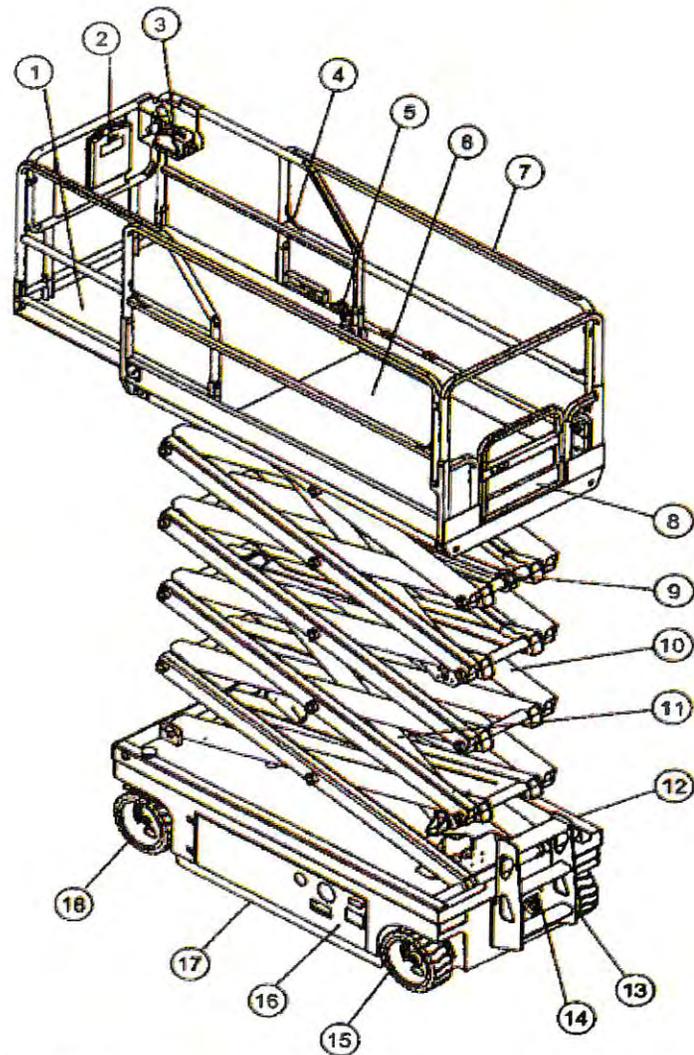
4. Accessories and manufacturers:

Name	Place Of Origin	Brand
Control system	U.S.A	DTC
Motor brake	Joint Venture Brand	Danfoss/Eaton
Manual release pump	Denmark	Danfoss
Spool	U.S.A	Hydraforce
Main valve	U.S.A	Sant/Eaton
Cylinder locking valve	U.S.A	Hydraforce
Connector	U.S.A	Brennan
Solenoid valve	U.S.A	Hydraforce
Motor pump	Joint Venture Brand	Xinyu/Guorui
Tubing	Germany	Continental
Charger	Hong Kong	Longsheng/Yiyuan
Battery	Hong Kong	QUIMO
Control system	U.S.A	DTC
Key switch	U.S.A	Honeywell

5. Product features:

1. The pedal extension platform can be quickly spread to the operation point;
2. Foldable fence reduces the volume of the whole machine;
3. Small turning radius, specially designed for small space (compact inner wheel is actually convenient for working in small space);
4. 25% climbing ability, able to climb the slope smoothly;
5. The rotating chassis is convenient for maintenance;
6. Automatic display of fault code is convenient for maintenance.

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- | | |
|---------------------------------|---|
| 1 Extension Platform | 2 Manual Box |
| 3 Platform Controller | 4 Fixing Point |
| 5 platform extension foot pedal | 6 Fixed Platform |
| 7 Platform Guardrail | 8 Platform Entrance Door |
| 9 Safety Arm | 10 Scissor Arm |
| 11 Lift Cylinder | 12 Ground Controller (Opposite The Machine) |
| 13 Entrance Ladder | 14 Brake Release Pump |
| 15 Non-Steering Wheel | 16 Charger |
| 17 Pothole Protection Device | 18 Steering Wheel |

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6.Company Introduction:



Xuzhou Hengxing Jinqiao are engaged in the manufacture of self-propelled scissor lift, self-propelled crawler scissor lift, truck-mounted aerial platform, highway guardrail pile driver, solar pile driver, piling rig kelly bar and spare parts, mini excavator, backhoe loader, with our own R&D and sales team. Our internal management strictly adheres to ISO9001 standard, all products have passed the CE certification. Currently we have 40 patents and we are the high-tech enterprise. Our products have been exported to more than 40 countries such as Japan, South Korea, Russia, Singapore etc.

We provide nationwide quality assurance by 21 domestic offices, perfect after-sales service system provides customers with comprehensive and systematic solutions, we strive to build gold service in the machine industry. Over the past ten years, our products, services and reputation have been widely recognized and praised by more than 6000 construction companies.

Our mission is: Promote Industrial Progress with Scientific and Technological Innovation.

Our core value is: Customer first, Self-Criticism, Embrace Change, Keep Striving.

Our ten years plan is: Open branch companies in at least five countries and maintain the leading position in at least 10 industries.

Our vision is: our loyal users cover 100 countries and 2,000 cities around the world, and make at least 30% of employees become shareholders.

Welcome all colleagues to visit and give guidance! Also welcome all friends to Xuzhou for sightseeing and renewing friendship!

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7、Workshop corner:





DEPARTMENT OF REVENUE AND TAXATION

GOVERNMENT OF GUAM
P.O. Box 23607
Barrigada, Guam 96921
www.guamtax.com

BUSINESS LICENSE

Serial# 2600248

R

Domestic Corporation

Wholesale

EXPIRES: 1/31/2026

ACCOUNT NO. 20-000882407-006

ISSUED TO: INTERNATIONAL ROYAL INC

DOING BUSINESS AS: INTERNATIONAL ROYAL INC.

TYPE OF LICENSE: WHOLESALE OF GENERAL GOODS ELECTRONICS

FURNITURE SAFETY EQUIP

BUSINESS LOCATION: LOT 2104-G-NEW 456 MARINE CORPS DR

SUITE 102/103 TAMUNING GUAM

MAILING ADDRESS: P O BOX 9849

TAMUNING GUAM

TELEPHONE: HOME 0

BUSINESS 6466500

1/7/2025

FEE 100 00

PENALTY

TOTAL FEE 100 00

PAID

JAN 16 2025

Treasurer of Guam

KEEP POSTED IN A CONSPICUOUS PLACE.
LICENSE MUST BE PRODUCED UPON DEMAND TO ANY AUTHORIZED GOV'T OFFICIAL.

Marie P. Lizama
DIRECTOR OF REVENUE AND TAXATION

DIRECTOR OF REVENUE AND TAXATION

Bid Analysis



EDWARD M. BIRN
 Director (Direktot)
 ELIZABETH T. FISHER
 Deputy Director (Sigundo Direktot)

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



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

April 2, 2025

Inter-Office Memorandum

To: Chief Procurement Officer

From: Roseanne Baris, Buyer II
 General Services Agency

Subject: Bid Analysis on Invitation for Bid No. GSA-017-25
 Articulating Boom Lift and Indoor Scissor Lift (Latest Model)

The above referenced Invitation for Bid was officially announced and advertised in the Guam Daily Post on Monday, February 24, 2025, posted on GSA's website and public notices portal. The bid was officially opened and read on Friday, March 21, 2025, 2:02 pm. Three (3) prospective bidder(s) expressed interest by acknowledging receipt of the bid package. Deadline for Questions & Concerns was March 5, 2025. Two (2) prospective bidder(s) submitted Questions & Concerns, Response was provided on March 7, 2024. One (1) amendment(s) were issued.

Three (3) bid(s) were submitted for GSA-017-25 Articulating Boom Lift and Indoor Scissor Lift (Latest Model)

Far East Equipment Company LLC (submitted 3/21/2025 1:46pm) bid packet was reviewed and all affidavits to include Wage Determination attachment were submitted, as well as Letter of Credit no. 01-SB-2061 in the amount of \$35,000.00 15% of the total bid amount (15% of the total bid amount) dated 3/18/2025 issued by Bank of Guam. Current business licenses were submitted. Brochures/descriptive literature were submitted.

1.0 Articulating Boom Lift (Latest Model)
 1 ea x \$173,996.91 = \$173,996.91

Bidding On:
 Manufactured by: Hunan Sinoboom
 Year: 2025
 Make: Sinoboom
 Model: AB22J
 Date of Deliver: 90 Days (subject to force majeure)

2.0 Indoor Scissor Lift (Latest Model)
 1 ea x \$34,494.90 = \$34,494.90

Bidding On:

Manufactured by: Hunan Sinoboom
Year: 2024
Make: Sinoboom
Model: GTJZ0808E
Date of Deliver: In Stock

Morrigo Equipment (submitted 3/21/2025 1:49pm) bid packet was reviewed and all affidavits to include Wage Determination attachment were submitted, as well as Bid Bond no. CIC-SUBID25-1006 in the amount of 15% of the total bid amount (15% of the total bid amount) dated 3/19/2025 issued by Century Insurance Company Guam LTD. Current business licenses were submitted. Brochures/descriptive literature were submitted.

- 1.0 Articulating Boom Lift (Latest Model)
1 ea x \$204,856.00 = \$204,856.00

Bidding On:

Manufactured by: Haulotte
Year: 2024 - 2025
Make: Haulotte
Model: HA80RTJ O
Date of Deliver: As per Bid

- 2.0 Indoor Scissor Lift (Latest Model)
1 ea x \$26,781.00 = \$26,781.00

Bidding On:

Manufactured by: Haulotte
Year: 2024 - 2025
Make: Haulotte
Model: 2632E
Date of Deliver: As per Bid

International Royal Inc. (submitted 3/21/2025 1:54pm) bid packet was reviewed and all affidavits to include Wage Determination attachment were submitted, as well as Cashier Check no. 2000000571 in the amount of \$21,367.35 15% of the total bid amount (15% of the total bid amount) dated 3/21/2025 issued by Bank of Guam. Current business licenses were submitted. Brochures/descriptive literature were submitted.

- 1.0 Articulating Boom Lift (Latest Model)
1 ea x \$127,000.00 = \$127,000.00

Bidding On:

Manufactured by: EVER STAR
Year: 2025
Make: EVER STAR
Model: EAB22J--CUSTOM

Date of Deliver: 8 TO 10 WEEKS

- 2.0** Indoor Scissor Lift (Latest Model)
1 ea x \$15,449.00 = \$15,449.00

Bidding On:

Manufactured by: EVER STAR
Year: 2025
Make: EVER STAR
Model: EPT0810 - CUSTOM
Date of Deliver: 8 TO 10 WEEKS

Bidder 1 (International Royal Inc.) specifications were sent to Department of Military Affairs (DMA) for review and approval on March 26, 2025 and was not approved by Kathleen A. Peredo, Quartermaster on March 26, 2025 due to does not meet bid specifications for the following reasons:

Item no. 1.0

- Load Capacity required is minimum of two (2) persons and minimum 500lbs load capacity. Vendor literature states, "only one person can operate the machine" and has a maximum load capacity of 507lbs.

- Lift Height requirement for platform height is minimum of 70 ft and minimum of 75 ft for working height.

Vendor literature states a maximum of 65.6 ft for platform height and maximum of 72.2 ft for working height.

-Missing accessories; Horn and buzzer, flashing beacon, manual storage box.

Item no. 2.0

-Charger required is 110V, 27A multi-voltage. Vendor literature notes a 25A Charger.

- Load Capacity requires minimum 2651bs extended platform safe working load capacity. Vendor literature has a maximum extended platform safe working load capacity of 2491bs.

- Platform size required is minimum 94in x 32 in. Vendor literature states a platform size of 89 in x 44 in.

Bidder 2 (Morrico Equipment) specifications were sent to Department of Military Affairs (DMA) for review and approval on March 28, 2025 and was approved by Kathleen A. Peredo, Quartermaster on March 28, 2025.

Based on the approval of specifications by Executive Director, Jillette T. Leon-Guerrero, it has been determined that Morrico Equipment bid submittal meets all requirements of the IFB for line items 1.0 and 2.0 the price submitted is fair and reasonable.

Overall for GSA summary **International Royal Inc.** does not meet specifications, **Far East Equipment Company LLC** does not qualify due to Letter of Credit was submitted which GSA requires Bid Bond or Cashier's Check as per page 1 of 45 of the IFB bid packet and **Morrigo Equipment** is the only bidder that have submitted complete documents and met specification requirements.

Recommendation(s)

As a result of my review and findings, I recommend to award Morrigo Equipment as determined to have met the standard of responsibility and responsiveness as outlined in the Guam Procurement Rules and Regulations and have satisfied all applicable qualification requirements.

Certification: Pursuant to 5 G.C.A Section 5250, I hereby certify under penalty of perjury that I am the procurement official responsible for administering the solicitation of the attached contract, and that I have caused to be prepared and now maintain a full and complete record of the procurement as required by law.

Roseanne Baris

Concurred By:



Andriana Quitugua
Acting Chief Procurement Officer

Bid Tabulation (Bid Abstract)

NAMES OF PERSONS PRESENT AT THE BID OPENING AND WHOM THEY REPRESENT.
(It is not necessary to fill in this portion if date is recorded elsewhere)

Jesse Alvarez - Morisco
Stephanie Bonfield - DMA
Ryan Paul Stewart - Fair East Equipment
Kellie Foy - PE

ADMINISTRATIVE STATEMENT (Where applicable)

Bid Status



EDWARD M. BIRN
Director (Direktat)
ELIZABETH T. FISHER
Deputy Director (Sigundo Direktat)

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



LOURDES A. LEON GUERRERO
Governor (Maga'hága)
JOSHUA F. TENORIO
Lt. Governor (Sigundo Maga'láhi)

April 2, 2025

BID STATUS

Far East Equipment Company, LLC
Attn: John Alexius Limtiaco Jr.
P.O. Box 10838 Tamuning, Guam 96931
Tel: (671) 888-6270
Email:
jlimtiaco@fareastequipment.com/rsantos@fareastequipment.com/mreyes@fareastequipment.com

BID INVITATION NO. GSA-017-25

OPENING DATE: March 21, 2025

Articulating Boom Lift and Indoor Scissor Lift (Latest Model)

The following is the result of the above mentioned bid. Refer to the items checked below:

Cancelled (in its entirety), or partially cancelled due to:

- Insufficient funds;
- Change of specifications; or
- Insufficient number of bidders

Rejected due to:

- Late submission of bid;
- No bid security or insufficient bid security;**
- Not meeting the delivery requirement as stated in the IFB;
- Non-Conformance with requirements of IFB;
- High Price;
- Others;

Remarks: Insufficient bid security as per page 1 of 45 in the bid packet, "Bid Guarantee (15% of Bid Amount) May be in the form of; a. Cashier's Certified Check, b. Surety Bond – Valid only if accompanied by:"

[X] Bid recommended for award: Morrico Equipment in the total amount of \$231,637.00 for item no. 1.0 and 2.0.

REMARKS: Thank you for your participation with this bid. Please send your authorized representative to pick up your original bid status and cashier check/bid bond.


Andriana Quitugua
Acting Chief Procurement Officer

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



EDWARD M. BIRN
Director (Direktor)
ELIZABETH T. FISHER
Deputy Director (Sigundo Direktor)

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



LOURDES A. LEON GUERRERO
Governor (Maga'hága)
JOSHUA F. TENORIO
Lt. Governor (Sigundo Maga'láhi)

April 2, 2025

BID STATUS

International Royal Inc.
Attn: Gurvinder Sobti
456 S. Marine Corps Dr., Ste. 103 Tamuning, Guam 96913
Tel: (671) 646-6500
Email: bicsobti@gmail.com

BID INVITATION NO. GSA-017-25

OPENING DATE: March 21, 2025

Articulating Boom Lift and Indoor Scissor Lift (Latest Model)

The following is the result of the above mentioned bid. Refer to the items checked below:

- Cancelled (in its entirety), or partially cancelled due to:
- Insufficient funds;
 - Change of specifications; or
 - Insufficient number of bidders
- Rejected due to:**
- Late submission of bid;
 - No bid security or insufficient bid security;
 - Not meeting the delivery requirement as stated in the IFB;
 - Non-Conformance with requirements of IFB; Item no. 1.0 and 2.0**
 - High Price;
 - Others;

Remarks: Item no. 1.0 and item 2.0 non-conformance with requirements.

[X] Bid recommended for award: Morrigo Equipment in the total amount of \$231,637.00 for item no. 1.0 and 2.0.

REMARKS: Thank you for your participation with this bid. Please send your authorized representative to pick up your original bid status and cashier check/bid bond.


Andriana Quitugua
Acting Chief Procurement Officer

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

Notice of Intent to Award



EDWARD M. BIRN
 Director (Direktot)
 ELIZABETH T. FISHER
 Deputy Director (Sigundo Direktot)

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



LOURDES A. LEON GUERRERO
 Governor (Maga'hāga)
 JOSHUA F. TENORIO
 Lt. Governor (Sigundo Maga'lāhi)

April 2, 2025

Morrice Equipment LLC
 Attn: Patrick Mafnas Chargualaf
 197 Ypao Road, Tamuning, Guam 96913
 Tel: (671) 649-1946 / (671) 688-0309
 Email: patrick@morriceequipment.com/sales@morriceequipment.com

Re: Notice of Intent to Award for GSA-017-25
 Articulating Boom Lift and Indoor Scissor Lift (Latest Model)

Dear Patrick Mafnas Chargualaf,

As a result of our analysis on the above reference Invitation for Bid, your offer in the total amount of \$231,637.00 for item no. 1.0 and 2.0 is being considered for award.

Thank you for participating with the Government of Guam procurement. If you have any questions regarding this matter, please call us at 671-475-1712.

Sincerely,

 Andriana Quitugua
 Acting Chief Procurement Officer

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

Communication Log

GSA Communication Log
GSA-017-25 Articulating Boom Lift and Indoor Scissor Lift (Latest Model)

Date	Time	From: (POC/Agency)	To: (POC/Agency)	Type	Notes
3/6/2025	11:52am	Rose; GSA	Kathleen/Jana; DMA	email	q&c from bidders
3/6/2025	4:27pm	Jayna; DMA	Rose; GSA	email	q&c response
3/7/2025	9:01am	Rose; GSA	Jayna; DMA	email	acknowledge
3/7/2025	11:56am	Rose; GSA	Andriana (ACPO)	email	review and signature q&c response and amendment#1
3/7/2025	1:10pm	Andriana (ACPO)	Rose; GSA	email	signed q&c response and amendment#1
3/7/2025	1:11pm	Rose; GSA	Andriana (ACPO)	email	acknowledge
3/7/2025	1:22pm	Rose; GSA	Bidders	email	q&c response and amendment#1 for acknowledgement
3/7/2025	1:26pm	Rose; GSA	Joe,Ryan,Krystal;GSA	email	upload to gsa website and public portal
3/7/2025	1:34pm	Krystal; GSA	Rose; GSA	email	uploaded in public portal
3/7/2025	1:48pm	Patrick; Morrico	Rose; GSA	email	signed q&c response and amendment#1
3/7/2025	2:19pm	Marisa; Far East	Rose; GSA	email	signed q&c response and amendment#1
3/7/2025	2:20pm	Bic; International Royal	Rose; GSA	email	signed q&c response and amendment#1
3/7/2025	3:42pm	Jo;GSA	Rose; GSA	email	uploaded in gsa website
3/11/2025	4:37pm	Ryne; Far East	gsaprourement; Veona	email	question
3/11/2025	4:49pm	gsaprourement; Veona	Ryne; Far East	email	forwarded to GSA for a response
3/12/2025	9:20am	Rose; GSA	Ryne; Far East	email	Follow up question deadline was on Monday 3/10/25 5pm
3/12/2025	9:38am	Ryne; Far East	Rose; GSA	email	bid was extended and no q&c?
3/14/2025	9:37pm	Rose; GSA	Ryne; Far East	email	bid submissions date extended and not Q&C
3/26/2025	10:44am	Rose; GSA	Jana; DMA	email	Bid specs approval letter form (1st bidder)
3/27/2025	2:30pm	Jana; DMA	Rose; GSA	email	Responded to bid specs approval (not meeting specifications)
3/28/2025	10:49am	Rose; GSA	Jana; DMA	email	Bid specs approval letter form (2nd bidder)
3/28/2025	3:31pm	Jana; DMA	Rose; GSA	email	Approval of bid specs (2nd bidder)
3/29/2025	11:01am	Patrick; Morrico	Rose; GSA	email	Requesting copy of bid abstract
3/31/2025	9:03am	Rose; GSA	Jana; DMA	email	Requesting supplemental funding
3/31/2025	9:07am	Rose; GSA	Patrick; Morrico	email	Copy of bid abstract
3/31/2025	10:13am	Jana; DMA	Rose; GSA	email	Submitted manual requisition for supplemental funding
3/31/2025	11:06am	Ryne; Far East	GSA Procurement	email	Requesting copies of bid submissions
4/7/2025	11:29am	Rose; GSA	Ryne; Far East	email	Bid status
4/7/2025	1:34pm	Bic; International Royal	Rose; GSA	email	Response to the bid status sent
4/7/2025	4:32pm	Ryne; Far East	Rose; GSA	email	Acknowledged bid status
4/7/2025	4:37pm	Ryne; Far East	GSA Procurement	email	Protest
4/8/2025	8:26am	Rose; GSA	Graham, Andriana; GSA	email	Notify of the protest
4/8/2025	9:45am	Rose; GSA	Registered Bidders	email	Notice of Stay of Procurement
4/8/2025	11:20am	Bic; International Royal	Rose; GSA	email	Acknowledged notice of Stay of Procurement

4/8/2025	2:54pm	Ryne; Far East	Rose; GSA	email	Acknowledged notice of Stay of Procurement
4/10/2025	2:40pm	Rose; GSA	Bic; International Royal	email	Reason for bid rejection
4/11/2025	3:28pm	Graham; GSA	Andriana, Rose; GSA	email	Protest response letter
4/24/2025	1:35pm	Rose; GSA	Ryne; Far East	email	Protest response letter
4/25/2025	12:45pm	Bic; International Royal	Rose; GSA	email	Inquiring if there are any changes made regarding the bid status
4/25/2025	10:53am	Rose; GSA	Registered Bidders	email	Notice of Lift of Stay of Procurement
4/25/2025	1:32pm	Rose; GSA	Bic; International Royal	email	No changes made on the bid status
4/25/2025	3:01pm	Patrick; Morrigo	Rose; GSA	email	Acknowledged Lift of Stay of Procurement; inquiry regarding color option selection
4/29/2025	11:56am	Rose; GSA	Patrick; Morrigo	email	DMA will not have custom color and will move forward with what factory colors are available
4/29/2025	12:59pm	Patrick; Morrigo	Rose; GSA	email	Will proceed upon receipt of purchase order
5/12/2025	2:03pm	Far East Equipment LLC	Krystal; GSA	hand-delivered	Notice of OPA Appeal
5/13/2025	9:36am	Krystal; GSA	OAG-Civil Division	hand-delivered	Notice of OPA Appeal

Contract Award and Purchase Order

INVITATION FOR BID CONTRACT


ANDRIANA QUITUGUA
Acting Chief Procurement Officer

ISSUING OFFICE:
GENERAL SERVICES AGENCY
GOVERNMENT OF GUAM
2nd FLOOR ITC BLDG. RM. 215,
TAMUNING, GUAM 96931

DATE ISSUED: February 24, 2025

BID INVITATION NO: GSA-017-25

BID FOR: Articulating Boom Lift and Indoor Scissor Lift (Latest Model)
SPECIFICATION: SEE ATTACHED
DESTINATION DEPARTMENT OF MILLITARY AFFAIRS

REQUIRED DELIVERY DATE: 90 Days Upon Receipt of Purchase Order.

INSTRUCTION TO BIDDERS:

INDICATE WHETHER: INDIVIDUAL PARTNERSHIP CORPORATION XX Limited Liability 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: 03/21/2025 and shall be publicly opened. Bid submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions and Sealed Bid Solicitation for details.

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

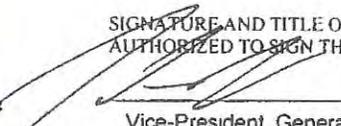
NAME AND ADDRESS OF BIDDER



— Sales, Rental, Parts and Service —
197 Ypao Road Tamuning, Guam 96913
Tel: 649-1946 Fax: 649-1947

Website: www.morricequipment.com

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS BID


/ Joel Lesh
Vice-President General Manager-Morrice Equipment

AWARD: CONTRACT NO.: GSA-017-25 AMOUNT: \$231,637.00 DATE: 4/30/2025

ITEM NO(S): _____ AWARDED: Item No.1.0 and 2.0

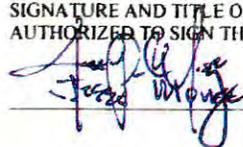
CONTRACTING OFFICER


ANDRIANA QUITUGUA
Acting Chief Procurement Officer

NAME AND ADDRESS OF CONTRACTOR

Morrice Equipment LLC
DBA Trashco Guam
197 Ypao Road
Tamuning, GU 96913

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS CONTRACT



ORIGINAL

CONTRACT TERMS AND CONDITIONS

GSA-017-25 Articulating Boom Lift and Indoor Scissor Lift (Latest Model)

Article I

Contract Terms

- 1.1 **Required Delivery Date.** The Awardee shall provide the goods/services within ninety (90) days of receipt of purchase order.

Article II

Prohibitions

2.1 **REPRESENTATION REGARDING GRATUITIES AND KICKBACKS**

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

2.2 **REPRESENTATION REGARDING CONTINGENT FEES**

The contractor represents that it has not retained a person to solicit or secure a territorial contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

2.3 **REPRESENTATION REGARDING ETHICAL STANDARDS FOR GOVERNMENT EMPLOYEES AND FORMER GOVERNMENT EMPLOYEES**

The bidder, offeror, or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.

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

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

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QTY.</u>	<u>UOM</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
1.0	Articulating Boom Lift (Latest Model) As per the following specifications:	1	EA	\$ 204,850-	\$ 204,850-

GENERALS:

The specifications have been written to describe minimum equipment and performance requirements to be supplied by the equipment manufacturer bidding. Reasonable test may be conducted upon delivery before acceptance.

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

Articulating Boom Lift shall be new / unused, current model year production.

Articulating Boom Lift shall be supplied with all standard equipment and accessories indicated in manufacturer's published literature/brochure unless specifically deleted as stated in this specification. Optional equipment necessary to meet the requirement of this specification shall be installed.

SPECIFICATIONS:

BIDDING ON/REMARKS

TYPE OF CONTRUCTION LIFT:

Articulating Boom Lift

Comply

POWER:

Drive and Steer: 4WD X 2WS

System Voltage: 12VDC

Diesel Fuel Tank Capacity: Standard manufacture recommended

Hydraulic Tank Capacity: Standard manufacture recommended

Comply

CONTROL SYSTEM:

Three (3) Joysticks - Variable Proportional Control and Accuracy in reach target

Display Screen - display fault and status

information, machine status, fault diagnosis, parameters and settings.

Comply

LOAD CAPACITY:

Minimum of two (2) persons

Load Capacity: Minimum of 550lbs

Comply

LIFT HEIGHT REQUIREMENT:

Platform Height: Minimum of 70FT

Working Height: Minimum of 75FT

Comply

ROTATION REQUIREMENT:

Turntable Rotation: 360°

WHEELS / TIRES:

Comply

Each vehicle shall be supplied with four (4) matching wheels and foam filled tires. Non-Marking Tires

Comply

WARRANTY:

Minimum 5-year warranty to include parts and labor. Equipment service/maintenance to be scheduled as recommended by manufacturer.

Comply

ACCESSORIES:

Horn and Buzzer
Flashing Beacon
Emergency Stop and Lowering System
Weighing System
Manual storage box

Comply

TRAINING:

The successful bidder shall provide comprehensive Operator Familiarization training for no less than five Department of Military Affairs personnel

Comply

COLOR:

Department of Military Affairs reserves the right to Make final selection of color options.

Comply; see letter of deviation

Service\Maintenance and Repair Manuals

The successful bidder shall provide (1) complete set of the most current service \ shop repair manuals Book Form or CD ROM or access to them electronically at no additional cost during the life of the Articulating Boom Lift. Manuals shall cover the entire Articulating Boom Lift to include: Engine, Transmission, Body, Chassis, Wiring locators\diagrams and all parts manuals associated with Articulating Boom Lift. If this cannot be provided, relative technical assistance shall be provided through the life of the Articulating Boom Lift at no cost to the government. Statement of compliance shall be present at the time of Articulating Boom Lift delivery.

Yes, offer as requested: Comply

No, remarks: _____

Service Required: Manufacturer's recommended preventive maintenance as defined by the manufacturer's scheduled maintenance guide shall be performed through the duration of Manufacturer's powertrain warranty, all parts, labor, and disposal fees included at "No Cost to the Government of Guam". (Documentation\Service contract shall be included with the delivery of vehicle).

Yes, offer as requested: Comply

No, remarks: _____

Warranty: (All guarantee, warranty, and service periods begin on date of delivery).

1. The successful bidder shall guarantee all parts, components, materials and workmanship associated with the Articulating Boom Lift delivered to be free from defects for the period of (1) year starting at the date of delivery. Unlimited to include lights, fuses etc. Unless defect is determined to be caused by obvious operator negligence.

Yes, offer as requested: Comply
 No, remarks: _____

2. The successful bidder shall provide the manufacture's standard warranty. Certification of warranty and its limitations shall be provided upon delivery of Articulating Boom Lift.

Yes, offer as requested: Comply
 No, remarks: _____

3. The successful bidder shall be fully responsible to entertain, address, negotiate and schedule any and all warranty related issues whether in house or with outside vendors.

Yes, offer as requested: Comply
 No, remarks: _____

4. The successful bidder shall provide service such as diagnostic, repair or adjustment of the Articulating Boom Lift on the government premises or field location. If repair cannot be done on location, bidder shall have Articulating Boom Lift transferred to shop where repair can be executed at any time within the warranty period.

Yes, offer as requested: Comply
 No, remarks: _____

Warranty and service conditions:

1. The successful bidder shall be responsible for all cost associated with warranty and service. To include but not limited to: Transport, diagnostic, parts, labor, disposal etc.

Yes, offer as requested: Comply
 No, remarks: _____

2. During warranty period, the Government of Guam will not be liable for diagnostic fees not covered by warranty. Exception: Defect determined to be caused by obvious operator negligence.

Yes, offer as requested: Comply
 No, remarks: _____

3. All warranty and maintenance services shall be performed by manufacture/factory trained, authorized technicians.

Yes, offer as requested: Comply
 No, remarks: _____

4. Due to nature of services provided by the Government of Guam all maintenance and warranty repairs shall be subject to priority scheduling and performed expeditiously.

Yes, offer as requested: Comply
 No, remarks: _____

5. If the Articulating Boom Lift is out of service for three (3) consecutive days or longer awaiting parts, service or repairs, the total amount of time shall be added to existing warranty period.

Yes, offer as requested: Comply
 No, remarks: _____

6. Through the duration of Warranty periods specified, if Articulating Boom Lift is out of service pending parts or repairs for two (2) consecutive days or longer, an equivalent loaner Articulating Boom Lift shall be provided at no cost to the Government of Guam.

Yes, offer as requested: Comply

No, remarks: _____

7. If the Articulating Boom Lift is inoperable/undrivable, towing service is required to, from, and returned, during the vehicle warranty period, at no cost to the Government of Guam.

Yes, offer as requested: Comply

No, remarks: _____

NOTE:

Partial deliveries will not be accepted. All requirement specified must be provided and installed at time of delivery.

Articulating Boom Lift must be inspected and pass inspection by authorized safety inspection station.

Articulating Boom Lift must be delivered to the Department of Military Affairs.

BIDDING ON:

MANUFACTURED BY: Haulotte

YEAR: 2024 - 2025

MAKE: Haulotte

MODEL: HA80RTJ O

DATE OF DELIVERY: As per Bid

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QTY.</u>	<u>UOM</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
2.0	Indoor Scissor Lift (Latest Model)	1	EA	\$ <u>26,781-</u>	\$ <u>26,781-</u>

As per the following specifications:

GENERALS:

The specifications have been written to describe minimum equipment and performance requirements to be supplied by the equipment manufacturer bidding. Reasonable test may be conducted upon delivery before acceptance.

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

Indoor Scissor Lift shall be new / unused, current model year production.

Indoor Scissor Lift shall be supplied with all standard equipment and accessories indicated in manufacturer's published literature/brochure unless specifically deleted as stated in this specification. Optional equipment necessary to meet the requirement of this specification shall be installed.

SPECIFICATIONS:

BIDDING ON/REMARKS

TYPE OF CONSTRUCTION LIFT:

Indoor Scissor Lift

Comply

POWER:

System Voltage and Drive: 24V Electric

Motor: Asynchronous

Batteries: 24V - 225 Ah

Charger: 110V, 27A multi-voltage

Power to Platform: 120VAC

Hydraulic Tank Capacity: Standard manufacture recommended

Comply

CONTROL SYSTEM:

Ergonomic upper control box with grab handle and speed selector, dashboard display with critical alert icons, fuel and battery indicators, and temperature and potential technical failure alerts. Ability to pass through standard double-door entrances.

Comply

LOAD CAPACITY:

Minimum of one (1) person, maximum of two (2) persons

Load Capacity: Minimum of 550 lbs

Extended Platform Safe Working Load Capacity:

Minimum of 265 lbs

Comply

PLATFORM, LIFT, AND TILT REQUIREMENTS:

Platform Size: Minimum of 94in x 32in

Indoor Platform Height: Minimum of 25ft

Outdoor Platform Height: Minimum of 17ft
Indoor Working Height: Minimum of 31ft
Outdoor Working Height: Minimum of 23ft
Tilt: Minimum of 3.5 degrees longitudinal, 1.5 degrees lateral

Comply

WHEELS/TIRES:

Each vehicle shall be supplied with two (2) front steering wheels, two (2) rear drive wheels, and non-marking solid tires.

Comply

WARRANTY:

Minimum 5- year warranty to include parts and labor.
Equipment service/maintenance to be scheduled as recommended by manufacturer.

Comply

ACCESSORIES:

Secondary guarding device
Pothole guards
Reinforced and foldable guardrails
Lateral and longitudinal forklift pockets
Swing gate entry
Motion alarm
Electric brake release system

Comply

TRAINING:

The successful bidder shall provide comprehensive Operator Familiarization training for no less than five Department of Military Affairs personnel

Comply

COLOR:

Department of Military Affairs reserves the right to Make final selection of color options.

Comply; see letter of deviation

Service\Maintenance and Repair Manuals

The successful bidder shall provide (1) complete set of the most current service \ shop repair manuals Book Form or CD ROM or access to them electronically at no additional cost during the life of the Indoor Scissor Lift. Manuals shall cover the entire Indoor Scissor Lift to include: Engine, Transmission, Body, Chassis, Wiring locators\diagrams and all parts manuals associated with Indoor Scissor Lift. If this cannot be provided, relative technical assistance shall be provided through the life of the Indoor Scissor Lift at no cost to the government. Statement of compliance shall be present at the time of Scissor Lift delivery.

(X) Yes, offer as requested: Comply

() No, remarks: _____

Service Required: Manufacturer's recommended preventive maintenance as defined by the manufacturer's scheduled maintenance guide shall be performed through the duration of Manufacturer's powertrain warranty, all parts, labor, and disposal fees included at "No Cost to the Government of Guam". (Documentation\Service contract shall be included with the delivery of vehicle).

(X) Yes, offer as requested: Comply

() No, remarks: _____

Warranty: (All guarantee, warranty, and service periods begin on date of delivery).

1. The successful bidder shall guarantee all parts, components, materials and workmanship associated with the Indoor Scissor Lift delivered to be free from defects for the period of (1) year starting at the date of delivery. Unlimited to include lights, fuses etc. Unless defect is determined to be caused by obvious operator negligence.

(X) Yes, offer as requested: Comply

() No, remarks: _____

2. The successful bidder shall provide the manufacture's standard warranty. Certification of warranty and its limitations shall be provided upon delivery of Indoor Scissor Lift.

(X) Yes, offer as requested: Comply

() No, remarks: _____

3. The successful bidder shall be fully responsible to entertain, address, negotiate and schedule any and all warranty related issues whether in house or with outside vendors.

(X) Yes, offer as requested: Comply

() No, remarks: _____

4. The successful bidder shall provide service such as diagnostic, repair or adjustment of the Indoor Scissor Lift on the government premises or field location. If repair cannot be done on location, bidder shall have Indoor Scissor Lift transferred to shop where repair can be executed at any time within the warranty period.

(X) Yes, offer as requested: Comply

() No, remarks: _____

Warranty and service conditions:

1. The successful bidder shall be responsible for all cost associated with warranty and service. To include but not limited to: Transport, diagnostic, parts, labor, disposal etc.

(X) Yes, offer as requested: Comply

() No, remarks: _____

2. During warranty period, the Government of Guam will not be liable for diagnostic fees not covered by warranty. Exception: Defect determined to be caused by obvious operator negligence.

(X) Yes, offer as requested: Comply

() No, remarks: _____

3. All warranty and maintenance services shall be performed by manufacture\factory trained, authorized technicians.

(X) Yes, offer as requested: Comply

() No, remarks: _____

4. Due to nature of services provided by the Government of Guam all maintenance and warranty repairs shall be subject to priority scheduling and performed expeditiously.

(X) Yes, offer as requested: Comply

() No, remarks: _____

5. If the Indoor Scissor Lift is out of service for three (3) consecutive days or longer awaiting parts, service or repairs, the total amount of time shall be added to existing warranty period.

(X) Yes, offer as requested: Comply

() No, remarks: _____

6. Through the duration of Warranty periods specified, if Indoor Scissor Lift is out of service pending parts or repairs for two (2) consecutive days or longer, an equivalent loaner Indoor Scissor Lift shall be provided at no cost to the Government of Guam.

(X) Yes, offer as requested: Comply

() No, remarks: _____

7. If the Indoor Scissor Lift is inoperable/undrivable, towing service is required to, from, and returned, during the vehicle warranty period, at no cost to the Government of Guam.

(X) Yes, offer as requested: Comply

() No, remarks: _____

NOTE:

Partial deliveries will not be accepted. All requirement specified must be provided and installed at time of delivery.

Indoor Scissor Lift must be inspected and pass inspection by authorized safety inspection station.

Indoor Scissor Lift must be delivered to the Department of Military Affairs.

BIDDING ON:

MANUFACTURED BY: Haulotte

YEAR: 2024 - 2025

MAKE: Haulotte

MODEL: 2632E

DATE OF DELIVERY: As per Bid

These specifications were prepared by the staff of the Department of Military Affairs, and approved by Kathleen A. Peredo, Quartermaster.



PURCHASE ORDER
 GENERAL SERVICES AGENCY
 DEPARTMENT OF ADMINISTRATION
 GOVERNMENT OF GUAM
 P.O. Box 7420
 Tamuning, GU 96931
 USA

TRAN CODE
 THIS PURCHASE ORDER NUMBER
 No. PO0005102
 MUST APPEAR ON ALL INVOICES
 PACKING SLIPS, PACKAGES, B/L
 CORRESPONDENCE ETC

AUTHORITY 3109	CONTRACT NO. GSA-017-25	TIME FOR DELIVERY 90	PO DATE 4/29/2025
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VENDOR	TO: Morrice Equipment LLC DBA TRASHCO GUAM 197 Ypao Road Tamuning, GU 96913 USA	VENDOR V0001118	SHIP TO	CORRESPONDENCE & MARKING Department of Military Affairs 430 Army Drive Bldg. 300 Barrigada, GU 96910 USA

Line no.	Description	Job Number	Quantity	Unit	Unit price	Amount
10	Articulating Boom Lift (Latest Model) REF: GSA-017-25, Item No. 1.0 Bidding On: Manufactured By: Haulotte Year: 2024-2025 Make: Haulotte Model: HA80RTJO Required Delivery Date: 90 Days Upon Receipt of PO Vendor must comply to all specifications/requirements stated in this IFB inclusive of all the items and conditions which are made part of the purchase order.	3730102	1.00	Quantity	204,856.00	204,856.00
20	Indoor Scissor Lift (Latest Model) REF: GSA-017-25, Item No. 2.0 Bidding On: Manufactured By: Haulotte Year: 2024-2025 Make: Haulotte Model: 2632E Required Delivery Date: 90 Days Upon Receipt of PO Vendor must comply to all specifications/requirements stated in this IFB inclusive of all the items and conditions which are made part of the purchase order. Requisition No. PR00007272	3730102	1.00	Quantity	26,781.00	26,781.00

Total
231,637.00

THIS ORDER IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

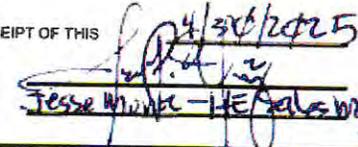
1. Acknowledgement copy of this order must be signed and returned advising approximate or definite shipping date.
2. No variation in any of the terms, conditions, deliveries, prices, quantity, quality, or specification on this order, irrespective of the wording of the seller's acceptance, will be effective without buyer's written consent.
3. Packing list must accompany each shipment, showing our order number, description and part/serial number for each item.
4. Shipment must be identified as "PARTIAL" or "COMPLETE".
5. Material is subject to buyer's inspection and approval within a reasonable time after delivery; if specification are not met, material shall be returned at seller's expense.
6. In connection with any prompt payment discount offered, time will be computed from date of delivery and acceptance at destination, or from the date the correct invoice or voucher is received in the office specified by the Government of Guam, if the latter is later than date of delivery and acceptance. The payment is deemed to be made, for the purpose of earning discount, on the date of mailing of the check.
7. Over shipments, unless specifically authorized, will not be accepted.
8. In connect with the bid awards and contracts, this purchase order shall be governed by the Special Provisions and Bid General Terms and Conditions as specified.

NOTE:
 THE GOVERNMENT OF GUAM WILL NOT BE RESPONSILBE FOR 'UNAUTHORIZED' PURCHASES OR SERVICES. Note: Amounts due this Purchase Order may be off set for monies due the Government of Guam inclusive of but not limited to taxes, fees, and returned checks plus for other damages, penalties, and Attorney's fees, after failure to pay accordingly.

VENDOR ACKNOWLEDGMENT

RETURN TO SUPPLY MANAGEMENT
 DIVISION:

DATE OF RECEIPT OF THIS ORDER: 4/30/2025

SIGNATURE: 

NAME/TITLE: Jesse Munk - HE/ Sales Mgr

RECEIVING REPORT

I CERTIFY THE ABOVE ARTICLES AND/OR SERVICES HAVE/HAS BEEN RECIVED AND/OR RENDERED AND THE SAME HAS BEEN INSPECTED AND ACCEPTED EXCEPT AS OTHERWISE NOTED HEREIN.

DATE RECEIVED: _____ SIGNATURE: _____

Signature: 

Name: **Andriana Quitugua** Title: **Acting Chief Procurement Officer**

Bid Protests and Responses



EDWARD M. BIRN
 Director (Direktot)
 ELIZABETH T. FISHER
 Deputy Director (Sigundo Direktot)

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



LOURDES A. LEON GUERRERO
 Governor (Maga'hāga)
 JOSHUA F. TENORIO
 Lt. Governor (Sigundo Maga'lāhi)

April 8, 2025

INVITATION FOR BID

Notice to all Prospective Bidders "Stay of Procurement"

GSA-017-25
Articulating Boom Lift and Indoor Scissor Lift (Latest Model)
(DMA)

This is to inform all prospective bidder(s) that a "Stay of Procurement" has been issued due to a protest submitted on April 8, 2025 by Far East Equipment Company.

Andriana Quitugua
 Acting Chief Procurement Officer

Please Print ACKNOWLEDGMENT COPY Received By: _____ Date: _____ Company/Name: _____ Email To: gsaprocurement@gsadoa.guam.gov
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EDWARD M. BIRN
Director (Direktot)
ELIZABETH T. FISHER
Deputy Director (Sigundo Direktot)

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



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

April 24, 2025

Mr. John Limtiaco
Far East Equipment Company, LLC
P.O. Box 10838
Tamuning, Guam 96931
Email: jlimtiaco@fareastequipment.com

RE: Response to Protest Filed by Far East Equipment Company, LLC on April 7, 2025 for Invitation for Bid No. GSA-017-25, Articulating Boom Lift and Indoor Scissor Lift (Latest Model)

Dear Mr. Limtiaco:

We are in receipt of your protest dated April 7, 2025, in which you indicated that you are protesting that the Letter of Credit submitted with your bid proposal covers the 15% bid bond requirement.

GSA Response:

The General Services Agency (GSA) conducted the procurement for Invitation for Bid (IFB) No. GSA-017-25, Articulating Boom Lift and Indoor Scissor Lift (Latest Model), in accordance with Guam procurement regulations. GSA issued IFB No. GSA-017-25, Articulating Boom Lift and Indoor Scissor Lift (Latest Model) on January 24, 2025. Questions and comments were due on March 5, 2025. No comments or questions were received from Far East Equipment Company, LLC regarding the bid guarantee requirements. The bid opening was held on March 21, 2025. Far East Equipment Company, LLC submitted a protest dated April 7, 2025. Based on the protest, GSA issued a stay of procurement, pursuant to 5 GCA §5425g, which states that "in the event of a timely protest under Subsection (a) of this Section or under Subsection (a) of §5480 of this Chapter, Guam shall not proceed further with the solicitation or with the award of the contract prior to final resolution of such protest ..."

The Special Reminder to Prospective Bidders, signed by you on February 25, 2025, indicates that there are two acceptable options for the bid guarantee (15% of bid amount), and they are (a) Cashier's Certified Check or (b) Surety Bond. Far East Equipment Company, LLC submitted a Letter of Credit with its bid proposal, which does not satisfy the requirements listed in the Special Reminder to Prospective Bidders. Nothing in the specifications contained within IFB No. GSA-017-25, Articulating Boom Lift and Indoor Scissor Lift (Latest Model) violate the procurement code provisions.

Response to Protest Filed by Far East Equipment Company, LLC

April 24, 2025

Page 2

GSA hereby finds that there is no merit to the Far East Equipment Company, LLC's claim that their bid was the most responsive. Far East Equipment Company, LLC's bid submission was properly rejected due to no bid security or insufficient bid security.

This is the final decision concerning your protest. You are hereby advised that Far East Equipment Company, LLC has the right to seek any administrative or judicial review as authorized by law.



Andriana Quitugua

Acting Chief Procurement Officer

Please Print
Acknowledgement Copy (Email to GSA)

Received By: _____

Date: _____

Company Name: _____

Email to: gsa procurement@gsa.gov



GENERAL SERVICES AGENCY
(Ahensian Setbision Hinirat)
Government of Guam

2nd Floor ITC Bldg. Rm. 215, Tamuning, Guam 96931
Tel: 475-1705*475-1712*475-1713*

ORIGINAL

Accountability * Impartiality * Competence * Openness * Value

INVITATION FOR BID NO: GSA-017-25

DESCRIPTION:

Articulating Boom Lift and Indoor Scissor Lift (Latest Model)

SPECIAL REMINDER TO PROSPECTIVE BIDDERS

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

- (X) **BID GUARANTEE (15% of Bid Amount) May be in the form of;**
Reference #11 on the General Terms and Conditions
 - a. Cashier's Certified Check
 - b. Surety Bond – Valid only if accompanied by:
 - 1. Current Certificate of Authority issued by the Insurance Commissioner;
 - 2. Power of Attorney issued by the Surety to the Resident General Agent;
 - 3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.
- (X) **BROCHURES/DESCRIPTIVE LITERATURE;**
- (X) **AFFIDAVIT DISCLOSING OWNERSHIP, INFLUENCE, COMMISSIONS AND CONFLICTS OF INTEREST (Required by 5 GCA § 5233 as amended by P.L. 36-13 (4/9/2021))**
 - a. Date of signature of the person authorized to sign the bid and the notary date must be the same.
- (X) **OTHER REQUIREMENTS:**
Affidavit re Ethical Standards, Affidavit re No Gratuities or Kickbacks, Special Provision: Restriction Against Sexual Offenders, Affidavit D.O.L. Wage Determination, Affidavit re Non-Collusion, Affidavit re Contingent Fees.
- (X) **CURRENT BUSINESS LICENSE/CONTRACTOR'S LICENSE/SPECIALTY LICENSE IN REFERENCE TO SUPPLIES OR SERVICES FOR THIS BID must be submitted prior to an award.**

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

On this 25th day of February, 2025, I John Alexis Limtraco Jr.,

authorized representative of Far East Equipment Company, LLC

prospective bidders with the above referenced IFB.

acknowledge receipt of this special reminder to

Bidder Representative's Signature



EDWARD M. BIRN
 Director (Direktot)
 ELIZABETH T. FISHER
 Deputy Director (Sigundo Direktot)

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



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

April 25, 2025

INVITATION FOR BID
GSA-017-25
Articulating Boom Lift and Indoor Scissor Lift (Latest Model)

Notice to All Prospective Bidders

This is to inform all prospective bidder(s) that a "Stay of Procurement" has been "lifted" for the above bid number GSA-017-25.

Andriana Quitugua
 Acting Chief Procurement Officer

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