

GSA GENERAL SERVICES AGENCY
(Ahensian Setbision Hinirat)
Government of Guam
P.O. Box FG, Agana, Guam 96910
Tel: 475-1713 * Telefax: 472-4217; 475-1716; 475-1727

Accountability	*	Impartiality	*	Competence	*	Openness	*	Value
----------------	---	--------------	---	------------	---	----------	---	-------

INVITATION FOR BID (IFB) NO. : **GSA-035-09**

DESCRIPTION: **ROLL-OFF CARTS**

SPECIFICATION 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 enveloped, in duplicate, at the date and time for bid opening.

- (X) **BID GUARANTEE (15% of Bid Amount) May be in the form of;**
 Reference #11 on the General Terms and Conditions
- a. Cashier's Check or Certified Check
- b. Letter of Credit
- c. Surety Bond – Valid only if accompanied by:
1. Current Certificate of Authority issued by the Insurance Commissioner;
2. Power of Attorney issued by the Surety to the Resident General Agent;
3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.
- () **SAMPLES;**
- (X) **BROCHURES/DESCRIPTIVE LITERATURE;**
- (X) **AFFIDAVIT OF DISCLOSURE OF MAJOR SHAREHOLDERS - Must comply with the following requirements:**
- a. Date of signature of the person authorized to sign the bid and the notary date must be the same.
- (X) **OTHER REQUIREMENTS:**
 Non-Collusion Affidavit, No Kickbacks or Gratuities Affidavit, Ethical Standard Affidavit, Restriction Against Sex Offender's Affidavit

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 _____, 2009, 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

ISSUING OFFICE:

GENERAL SERVICES AGENCY
GOVERNMENT OF GUAM
P.O. BOX FG
AGANA, GUAM 96910


CLAUDIA S. ACFALLE
Chief Procurement Officer

DATE ISSUED: **March 18, 2009**

BID INVITATION NO: **GSA-035-09**

BID FOR: **ROLL-OFF CARTS**

SPECIFICATION: **SEE ATTACHED SPECIFICATIONS**

DESTINATION: **DEPT. OF PUBLIC WORKS – SOLID WASTE DIVISION**

DELIVERY REQUIRMENT DATE: **See attached Item# 1.5 Evaluation of Bids paragraph 2**

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) **10:00 am** (Date) **April 7, 2009** and shall be publicly opened. Bid submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions, and Sealed Bid Solicitation for details.

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

NAME AND ADDRESS OF BIDDER:

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS BID:

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

ITEM NO(S). AWARDED: _____

CONTRACTING OFFICER:

CLAUDIA S. ACFALLE
Chief Procurement Officer

NAME AND ADDRESS OF CONTRACTOR:

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS CONTRACT:

2009



TABLE OF CONTENTS

SECTION TITLE	SECTION NUMBER
Purpose of Bid	1.1
Background	1.2
Time Line	1.3
Pre Bid Teleconference	1.4
Evaluation of Bids	1.5
Cart Specifications	1.6
Cart Warranty Specifications	1.7
Logo and Serial Numbers	1.8
Bid Sheet: 95 Gallon	2.1
Bid Sheet: 65 Gallon	2.2
Bid Sheet: 48 Gallon	2.3
Bid Sheet: 32 Gallon	2.4
Bid Sheet: Cart Lifters	2.5
Bid Sheet: Cart Lifters	2.6
Bid Sheet: Rental of Containers	2.7
Bid Sheet: Annual Escalator	2.8

1.1 Purpose of Bid

The purpose of this bid is to procure carts with riveted RFID tags attached, cart lifters to attach to existing trucks, and have these items delivered to a staging area on the Island of Guam. This contract will be in effect for five (5) years with the Government of Guam. The successful bidder will provide any of the specified items under the terms of this bid throughout that time. The Government of Guam expects to place an order for said goods immediately upon approval of a contract based on this bid. Delivery of the carts by the successful bidder will be in overseas containers to a location on Guam specified by the Government of Guam's Solid Waste Management Division (SWMD). These carts will remain in these overseas containers until they are delivered to the customers by the SWMD Employees. This storage in the overseas containers shall be required after delivery to the SWMD specified site.

1.2 Background

The Government of Guam has been out of compliance with the USEPA's Clean Water Act for approximately twenty-three (23) years. In 2004, the Government of Guam and the USEPA entered into a legally binding Consent Decree whereby the Government of Guam would design and build a sanitary landfill, close the existing Ordot Dump in an environmentally responsible manner, and implement a household hazardous waste operation. A Federal Court placed the Government of Guam's (SWMD) under a Federal Receivership on March 17, 2008 after the government failed to comply with this Consent Decree. With that order, Gershman, Brickner & Bratton, Inc., a solid waste management consulting firm, was appointed by the Court as the Receiver for the SWMD and charged with the responsibilities to build a new sanitary landfill, close the Ordot Dump, implement a household hazardous waste collection system, and manage the employees of the SWMD and all of the SWMD activities including, but not limited to, the weekly collection of household garbage from its paying customers.

Currently, the customers for weekly garbage collection set their garbage out once a week, generally in trash bags, and placed in a thirty-five (35) gallon container. There is no restriction on how many such containers a customer can place out for collection. These containers are not uniform and often placed in corral like platforms that are unsightly and require SWMD employees to lift over the corrals to be emptied into the collection vehicle. Performing the work in this manner raises the risk of injury to collection crew employees.

The SWMD currently has 12,080 registered customers but collects from approximately 15,000 stops a week. Of the 12,080 registered customers, there are approximately 4,000 customers for whom SWMD cannot link the collection point with the billing address. The Receiver will use the RFID tags to provide this link.

To reduce the risk of injuries to its workers, achieve uniformity of collection containers, and to track all customer collection for billing activities, the Receiver plans to implement a cart based collection program. Also, the Receiver may purchase and implement new billing and customer service software. (The software components are the subject of a separate procurement.)

The Receiver has submitted a report to the Court outlining this plan. The Court, on January 14, 2009 issued an order that the Receiver implement this plan within the time frame outlined by the Receiver in its report to the Court. The report to the Court and the subsequent order by the Court can be found at the Receiver's website (<http://www.guamsolidwastereceiver.org>).

Following delivery of the carts and the customer service software under the contracts from these two bids, these items will be integrated into the system by the contractor for the customer service software. This system will allow the trucks' GPS, the cart's RFID tag, and the billing and customer service software to communicate and track services. At this point, the SWMD will newer-register all existing customers and offer registration for new customers. The week following registration, SWMD employees will deliver the carts to the customers who have registered. There are nineteen (19) villages ranging in population from one thousand to forty thousand. During this first wave of deliveries only one ninety-five (95) gallon cart will be delivered to each customer. After the SWMD is finished registering customers in all nineteen (19) villages, a second wave of deliveries will commence providing customers with the remaining amount of carts that they require. The purpose of delivering the carts in this way is to minimize the amount of unused inventory of carts. Given this, the Receiver expects to make more than one order for carts to be shipped to Guam.

1.3 Time Line

The following is the expected timeline for this procurement. All times and days listed below are based in Guam.

- Bid Released on Wednesday, March 18, 2009
- Pre Bid Teleconference (not mandatory) on Thursday, March 26, 2009 at 8 a.m.
- Written Questions Submitted up to Monday, March 30, 2009
- Written Responses to Questions Released on Friday, April 3, 2009
- Bids Due at General Services Agency's Office at 10:00 am on Tuesday, April 07, 2009

1.4 Pre-Bid Teleconference

A non-mandatory pre-bid teleconference will be made available to potential bidders. The times for this conference is referenced in the following table:

Date	Time	Time Zone
March 26, 2009	8 a.m.	Guam
March 25, 2009	2 p.m.	Pacific
March 25, 2009	4 p.m.	Central
March 25, 2009	5 p.m.	Eastern

Participants can call into the teleconference with the following information:

- Phone Number: 1-877-326-2337
- Conference ID: 1769697#

1.5 Evaluation of Bids

The evaluation of these bids will be performed by a committee made up of personnel from the SWMD and the Receiver. The process will be reviewed by Government of Guam’s Chief Procurement Officer of the General Services Agency. Selection will be determined based upon price as per the Bid Forms supplied in the procurement package and time of delivery for all bidders meeting the specifications. Bids will be reviewed based on earliest delivery and lowest price. Bidders can submit multiple bids if for instance the Bidder manufacturers both American standard and European standard carts.

This procurement provides a date, June 5, 2009, at which the SWMD would like to have these items on the Island of Guam and ready to distribute. If the delivery to Guam of the carts can be on that date or before, then Bidder is instructed to place their bid in a sealed envelope and mark the outside of that envelope as “A”. If the delivery date occurs after June 5, 2009 but no later than July 5, 2009, the Bidder is asked to place the Bid in an envelope and mark the outside of that envelope as “B”. If the delivery date of the carts occurs on or after July 6, 2009, the Bidder is asked to place the Bid in an envelope and mark the outside of the envelope as “C”. Bids received marked package “A” will be the first to be opened. If no bid received marked package “A”, then we will proceed to package “B”, then to package “C”.

1.6 Cart Specifications

The following specifications represent the minimum standards required by Guam’s Solid Waste Management Division (SWMD). Bidders must state, in writing, any exception to the specifications. Acceptability of alternative specifications is the sole determination of SWMD.

SPECIFICATION	YES	NO
1. Bids must provide either a Cart compatible with standard American semi-automated bar-locking lifters (ANSI type B) or European semi-automated lifters (ANSI type C).		
2. The Cart shall have lift points compatible with the standard American semi-automated bar-locking lifters. The lower bar shall be one-inch in diameter, galvanized steel and if submitting European style Carts then lifters compatible with such Carts.		
3. The Cart is designed to contain Residential Municipal Solid Waste materials including paper fibers, garbage, refuse, and rubbish.		
4. The Cart is provided with adequate wheels and handles so that it can be pushed or pulled with little effort.		
5. The body of the Cart is composed of recyclable, linear, medium or high-density polyethylene with no bolt on attachments except the lid. The bottom shall have molded-in wear strips. Contractor shall provide a copy of Cart specification sheets.		
6. The capacity of the Cart is (minimum) 95 U.S. gallons, excluding domed lid, 65 U.S. gallons, and 48 U.S. gallons.		
7. The Cart is designed to accommodate a load of three hundred thirty (330) pounds, excluding the weight of the Cart.		

SPECIFICATION	YES	NO
8. The Cart is made with plastic materials using hot melt compound that are specifically prepared to be colorfast so that they do not alter appreciably in normal use.		
9. The lid of the Cart (Lid) is designed to facilitate water run-off and configured so that it will not warp, slump or distort during container life. Lid shall open 270° using hinges. Living hinges and counterweights are unacceptable.		
10. The Lid is held closed by its weight only. No latches are used or required.		
11. The Lid is designed to allow opening without having to touch the bottom edge of the lid.		
12. The Cart, when empty, will not overturn when the Lid is thrown fully open.		
13. The Cart is designed to prevent being turned over by winds of up to 35 mph in any direction.		
14. The Cart will be hot stamped with a Logo as designed by SWMD, on one side of the cart. Stamping will be done in 1 1/4 (one and one-quarter) inch tall white block letters. SERIAL NUMBERS shall be hot stamped on the Cart body. The Logo and SERIAL NUMBER format are found in section 1.8.		
15. The Cart for Residential Municipal Solid Waste will be hot stamped with "Garbage Only", on the lid of the Cart. Stamping will be done in 1 1/4 (one and one-quarter) inch white block letters.		
16. Each cart will be affixed at the factory with a 30 mm disk Low Frequency RFID transponder (tag) from Texas Instruments model number RI-TRP-R9QL-30. <ul style="list-style-type: none"> ○ RFID tags will operate at a resonance frequency of 134.2 kHz and be compliant to ISO/IEC 11784/11785 global open standards. ○ RFID tags are lead free and RoHS compliant ○ RFID tags will be manufactured and undergo, prior to delivery, complete functional and parametric testing, documented by the manufacturer. ○ RFID tags will utilize Texas Instruments, or similar with identical specifications, HDX (half duplex) technology for its transmission principle. ○ RFID tags will provide 64 bits of read only data storage. ○ RFID tags will insensitive to almost all non metallic materials. ○ RFID tags Modulation FSK (Frequency Shift Keying) will be at 134.2 kHz / 123.2 kHz. ○ RFID tags will be powered from the reader signal (batteryless). ○ RFID tags will by made of Poly-Oxy-Methylen (POM) with Protection Class IP 67. 		
17. <ul style="list-style-type: none"> • RFID tags installed at the factory with a plastic vinyl rivet or, in the case of the cart having a molded slot, cemented in place with an exterior adhesive or caulk with a 40-50 year warranty. 		
18. <ul style="list-style-type: none"> • The winning Bidder is expected to install RFID tags with data that includes a unique identification number, the cart serial number, and the tag's installation date. This data will be provided to the SWMD by the Cart manufacturer in an Access database. 		

SPECIFICATION	YES	NO
19. Additional tags will be provided for replacement that has not yet been written to with the identification number, the cart serial number, and the tag's installation date.		
20. <ul style="list-style-type: none"> Specifications for the installation location of the RFID tag are to be provided by SWMD prior to the manufacturing as directed by the Customer Service and Billing System vendor. However, the RFID tag will be placed at the upper front of the cart above the area connected by the tipper. Any and all such specifications are expected to be provided before the purchasing contract is signed. 		
21. The winning Contractor is expected to work with and provide information to the contractor who wins the procurement for the customer service software the SWMD is procuring for in order to assure that the software purchased will integrate and work well with the RFID technology furnished by the Cart Manufacturer.		
22. Bid shall include up to eight (8) hours of Cart Repair training for designated SWMD employees to take place on the Island of Guam.		
23. Bid shall include up to eight (8) hours of training for designated SWMD employees on any and all software associated with the Carts and/or the RFID tags.		
Price Proposal includes preparation and delivery of Carts by Contractor to a staging area located on the Island of Guam.		

1.7 Cart Warranty Specifications

ITEM	YES	NO
<ul style="list-style-type: none"> The entire Cart is to be covered by a ten (10)-year, full and non-prorated warranty. SWMD Services and/or Service Unit customers will not be charged for any repairs or maintenance to any Cart during the life of the warranty and/or maintenance period. Warranty includes, but is not limited to, the conditions listed below: Failure of the lid to prevent rainwater from entering the container when closed on the container body. Damage to the container body, the lid, or any component parts through opening or closing the lid. Failure of the lid hinge to remain fully functional and continually hold the lid in the originally designed and intended positions when either opened or closed. Failure of any metal components to remain free of excess rust and corrosion. Failure of any plastic component to be resistant to damage in the event of contact with any common household or residential product/chemicals other than those listed by the Cart vendor. Failure of any plastic component resulting from rodents. Failure of any portion of the bottom of the Cart to remain impervious to wear-through after repeated contact with rough and abrasive surfaces. Failure or damage to Cart assemblies caused by any incompatibility of the Cart and Contractor's hydraulic dumping units 		

1.8 Logo and Serial Numbers

Each cart will have the SWMD's Logo on the cart as depicted below and stated in Section 1.6 # 15.



Also stated in Section 1.6 #15 is the requirement to have each cart with a hot stamp serial numbers that are both distinctive to that specific cart and sequential. The stamp will be done in 11/4 (one and one-quarter) inch tall white block letters on the Cart body. The first cart will have the following number: 000001; the second cart: 000002; the third cart: 000003 and so on in sequential order.

2.1 Bid Sheet

95 Gallon Carts

Please fill in all requested information so that the Bids can be considered and evaluated. Prices provided by the Bidder are to include all costs including transportation to SWMD staging location in Guam.

Item	Question	Unit Cost	Extended Cost
1	Number of 95 gallon carts in a 40 foot overseas container?		
2	Cost per cart to the SWMD if it ordered one (1) 40 foot overseas container of 95 gallon carts?	\$ _____	\$ _____
3	Cost per cart if it ordered 2,000 95 gallon carts at a time?	\$ _____	\$ _____
4	Cost per cart if it ordered 5,000 95 gallon carts at a time?	\$ _____	\$ _____
5	Cost per cart if it ordered 7,000 95 gallon carts at a time?	\$ _____	\$ _____
6	Cost per cart if it ordered 10,000 95 gallon carts at a time?	\$ _____	\$ _____
7	Cost per cart if it ordered 12,000 95 gallon carts at a time?	\$ _____	\$ _____
8	Cost per cart if it ordered 14,000 95 gallon carts at a time?	\$ _____	\$ _____

2.2 Bid Sheet

65 Gallon Carts

Please fill in all the requested information so that the Bids can be considered and evaluated. Prices provided by the Bidder are to include all costs including transportation to SWMD staging location in Guam.

Item	Question	Unit Cost	Extended Cost
1	Number of 65 gallon carts in a 40 foot overseas container?		
2	Cost per cart to the SWMD if it ordered one (1) 40 foot overseas container of 65 gallon carts?	\$ _____	\$ _____
3	Cost per cart if it ordered 2,000 65 gallon carts at a time?	\$ _____	\$ _____
4	Cost per cart if it ordered 5,000 65 gallon carts at a time?	\$ _____	\$ _____
5	Cost per cart if it ordered 7,000 65 gallon carts at a time?	\$ _____	\$ _____
6	Cost per cart if it ordered 10,000 65 gallon carts at a time?	\$ _____	\$ _____
7	Cost per cart if it ordered 12,000 65 gallon carts at a time?	\$ _____	\$ _____
8	Cost per cart if it ordered 14,000 65 gallon carts at a time?	\$ _____	\$ _____

2.3 Bid Sheet

48 Gallon Carts

Please fill in all the requested information so that the Bids can be considered and evaluated. Prices provided by the Bidder are to include all costs including transportation to SWMD staging location in Guam.

Item	Question	Unit Cost	Extended Cost
1	Number of 48 gallon carts in a 40 foot overseas container?		
2	Cost per cart to the SWMD if it ordered one (1) 40 foot overseas container of 48 gallon carts?	\$ _____	\$ _____
3	Cost per cart if it ordered 2,000 48 gallon carts at a time?	\$ _____	\$ _____
4	Cost per cart if it ordered 5,000 48 gallon carts at a time?	\$ _____	\$ _____
5	Cost per cart if it ordered 7,000 48 gallon carts at a time?	\$ _____	\$ _____
6	Cost per cart if it ordered 10,000 48gallon carts at a time?	\$ _____	\$ _____
7	Cost per cart if it ordered 12,000 48 gallon carts at a time?	\$ _____	\$ _____
8	Cost per cart if it ordered 14,000 48 gallon carts at a time?	\$ _____	\$ _____

2.4 Bid Sheet

32 Gallon Carts

Please fill in all the requested information so that the Bids can be considered and evaluated. Prices provided by the Bidder are to include all costs including transportation to SWMD staging location in Guam.

Item	Question	Unit Cost	Extended Cost
1	Number of 32 gallon carts in a 40 foot overseas container?		
2	Cost per cart to the SWMD if it ordered one (1) 40 foot overseas container of 32 gallon carts?	\$ _____	\$ _____
3	Cost per cart if it ordered 2,000 32 gallon carts at a time?	\$ _____	\$ _____
4	Cost per cart if it ordered 5,000 32 gallon carts at a time?	\$ _____	\$ _____
5	Cost per cart if it ordered 7,000 32 gallon carts at a time?	\$ _____	\$ _____
6	Cost per cart if it ordered 10,000 32 gallon carts at a time?	\$ _____	\$ _____
7	Cost per cart if it ordered 12,000 32 gallon carts at a time?	\$ _____	\$ _____
8	Cost per cart if it ordered 14,000 32 gallon carts at a time?	\$ _____	\$ _____

2.5 Bid Sheet

Semi-Automated American Cart Lifters

Standard American semi-automated bar-locking lifters (ANSI type B) compatible with Carts submitted in this Bid. The prices for these lifters includes all costs (e.g. transportation to Guam, all taxes and tariffs, and cost to attach to the trucks) not asked for separately in these Bid Sheets.

Item	Question	Unit Cost	Extended Cost
1	Cost for each standard American semi-automated cart lifter?	\$ _____	\$ _____
2	Cost for 15 standard American Semi-automated cart lifters purchased at one time?	\$ _____	\$ _____
3	One (1) year warranty.	\$ _____	\$ _____
4	Please list warranty coverage of standard American Semi-automated cart lifter. (May provide information on separate sheet.)		

2.6 Bid Sheet

Semi-Automated European Cart Lifters

Standard European semi-automated cart lifters compatible with Carts submitted in Option 1 of this Bid. The price for these lifters includes all costs (e.g. transportation to Guam, all taxes and tariffs, and cost to attach to the trucks) not asked for separately in these Bid Sheets. All bids must provide a Cart compatible with semi-automated lifters (ANSI type C).

Item	Question	Unit Cost	Extended Cost
1	Cost for each standard European semi-automated cart lifter?	\$ _____	\$ _____
2	Cost for 15 standard European Semi-automated cart lifter?	\$ _____	\$ _____
3	One (1) year warranty.	\$ _____	\$ _____
4	Please list warranty coverage of standard European Semi-automated cart lifter. (May provide information on separate sheet.)		

2.7 Bid Sheet

Rental of Overseas Containers

The intent of this portion of the bid is to get a weekly rental price per forty (40) foot overseas container which the carts are brought in to the Island of Guam. The SWMD expects to keep these carts inside these containers until the carts are taken out said containers and distributed to customers after which the SWMD will contact the bidder and have the containers collected. It is expected that the cost of transporting these containers from the ship to the staging area and back will be included in the cost of the carts. The table below is for the bidder to place the cost per week for the rental of the overseas container.

Item	Per Week Rental Fee
Rental of 40 foot overseas container on a per week basis.	\$

2.8 Bid Sheet

Yearly Maximum Escalation

The contract derived from the successful completion of this bid will provide the SWMD the ability to purchase the bid items for five (5) years from the date the contract becomes active. In the table below are five time periods. If the Bidder intends to have a price escalator, then the maximum percentage of such annual escalation must be placed in the table below. If left blank, the buyer will understand that there shall be no escalation of the price per product over the life of the contract. Please provide an explanation as to how the percentage price escalation was derived and supported.

Annual Percentage Price Escalation Offered

Offered: _____ percentage.

ETHICAL STANDARDS AFFIDAVIT

AFFIDAVIT

(Proposer)

TERRITORY OF GUAM)

)

SS.

HAGATNA, GUAM)

)

_____, being first duly sworn, deposes and says:

That I am (the Sole Proprietor, a Partner or Officer of the Offeror)

The Offeror making the foregoing Proposal, that neither he or nor of the Offeror's officers, representatives, agents, subcontractors, or employees of the 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, and promises that neither he nor any officer, representative, agent, subcontractor, or employee of Offeror will knowingly influence any government of Guam employee to breach any ethical standard set for in 5 GCA Chapter 5 Article 11.

Signature of individual if Proposer is a sole Proprietorship;

Partner, if the Proposer is a Partnership;

Officer, if the Proposer is a Corporation.

SUBSCRIBED AND SWORN to before me this day of , 20

Notary Public

In and for the Territory of Guam

My Commission Expires:

THIS AFFIDAVIT MUST BE COMPLETED AND RETURNED IN THE ENVELOPE CONTAINING THE PROPOSAL.

AFFIDAVIT
(Offeror)

_____, being first duly sworn, deposes and says:

Signature of individual if Proposer is a sole Proprietorship;
Partner, if the Proposer is a Partnership;
Officer, if the Proposer is a Corporation.

Notary Public
In and for the Territory of Guam
My Commission Expires:

THIS AFFIDAVIT MUST BE COMPLETED AND RETURNED IN THE ENVELOPE CONTAINING THE PROPOSAL.

Felix P. Camacho

Governor



GENERAL SERVICES AGENCY

(Ahensian Setbision Hinirat)

Government of Guam

148 Route 1, Marine Drive Piti Guam 96915

Michael W. Cruz, M.D.

Lt. Governor

Lourdes M. Perez

Director, Dept. of Administration

Joseph C. Manibusan

Deputy Director

Special Provisions

BID NO.: **GSA-035-09**

FOR: **ROLL-OFF CARTS**

FORM COMPLIANCE WITH U.S.D.O.L. WAGE DETERMINATION, that the party making the foregoing price quotation, that such price is genuine and that said company agrees, that they are fully aware and is in compliance with Title 5 G.C.A. Chapter 5 §5801 & §5802 Wage Determination, and that the attached is the most recent issued by U.S.D.O.L. for the positions required to implement the required services as per specifications. Therefore, under penalty of perjury, I certify that the facts stated above are true.

Note: Bidders are required to attach the most recent wage determination issued by the U.S. D.O. L. for Guam.

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

Date

Proposer, if an individual;
Partner, if a partnership;
Officer, if a corporation.

Subscribed and sworn before me this _____ day of _____ 20____.

Notary Public

Governor



(Ahensian Setbision Hinirat)
Government of Guam

Lt. Governor

Joseph C. Manibusan
Deputy Director

AFFIDATE

(Prime Proposer)

STATE OF _____)
) SS.
CITY OF _____)

_____, being first duly sworn

That he/she is _____
(a Partner or Officer of the Firms of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham, that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the General Services Agency or any person interested in the proposed contract, and that all statements in said proposal or bid are true.

Signature of Bidder

Date _____

Proposer, if an individual;
Partner, if a partnership;
Officer, if a corporation.

Subscribed and sworn before me this _____ day of _____, 2009.

Notary Public

MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT

TERRITORY OF GUAM)
AGANA GUAM)ss:
)

I, the undersigned, _____, being first
(a partner or officer of the company of, etc.)
Duly sworn, deposes and says:

1. That the persons who have held more than ten percent (10%) of the company’s shares during the past twelve months are as follows:

Name	Address	Percentage of Shares held
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	Total Number of Shares	_____

2. Persons who have received or are entitled to receive a commission, gratuity or Other compensation for procuring or assisting in obtaining business related to The bid for which this Affidavit is submitted are as follows:

Name	Address	Amount of Gratuity or Other Compensation
_____	_____	_____

Further, affiant sayeth naught.

Date: _____
Signature or individual if bidder is a sole proprietorship; Partner, if the bidder is a partnership; Officer, if the bidder is a corporation.

Subscribed and sworn to before me this _____ day of _____,
20 _____

By: _____,

Notary Public _____
In and for the Territory of Guam
My commission expires _____

**SPECIAL PROVISION
FOR
MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT**

All bidders are required to submit a current affidavit as required below, failure to do so will mean disqualification and rejection of the bid.

Excerpt from P.L. 18-44

Section 44. a new Section 6961.3 is added to the Government Code to read.

“Section 6961.3. Disclosure of major shareholders. As a condition of bidding, any partnership, sole proprietorship or corporation doing business with the Government of Guam shall submit an affidavit executed under oath that lists the name and address of any person who has held more than ten percent (10%) of outstanding interest or shares in said partnership, sole proprietorship or corporation at any time during the twelve (12) month period immediately preceding submission of a bid. The affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship or corporation which have been held by each such person during the twelve (12) month period. In addition, the affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for the procuring or assisting in obtaining business related to the bid for the bidder and shall also contain the amounts of any such commission, gratuity or other compensation. The affidavit shall be open and available to the public for inspection and copying”

GOVERNMENT OF GUAM

GENERAL SERVICES AGENCY
148 Route 1, Marine Drive
Piti, Guam 96925

BID BOND
NO. _____

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

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

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

Signed and sealed this _____ day of _____ 2009.

(PRINCIPAL) (SEAL)

(WITNESS)

(TITLE)

(MAJOR OFFICER OF SURETY)

(TITLE)

(MAJOR OFFICER OF SURETY)

(TITLE)

(RESIDENT GENERAL AGENT)

SEE INSTRUCTIONS IN BACK PAGE FOR SUPPORTING DOCUMENTS REQUIRED.

INSTRUCTION TO PROVIDERS:

NOTICE to all Insurance and Bonding Institutions:

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

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

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

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

GOVERNMENT OF GUAM
GENERAL TERMS AND CONDITIONS

SEALED BID SOLICITATION AND AWARD

Only those Boxes checked below are applicable to this bid.

- ☒ 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:** Unless otherwise allowed under this Solicitation. "all or none" bids may be deemed to be non-responsive. If the bid is so limited, the Government may reject part of such proposal and award on the remainder.

NOTE: By checking this item, the Government is requesting all of the bid items to be bided or none at all. **The Government will not award on an itemized basis.** Reference: Section 3-101.06 of the Guam Procurement Regulations.

- ☒ 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 standby irrevocable Letter of Credit or Certified Check or Cashier's Check in the same bid envelope to be held by the Government pending award. The Bid Guarantee Bond, Letter of Credit, Certified Check or Cashier's Check must be issued by any local surety or banking institution licensed to do business on Guam and made payable to the Treasure of Guam in the amount of fifteen percent (15%) of his highest total bid offer. The Bid Bond must be submitted on Government Standard Form BB-1 (copy enclosed). Personal Checks will not be accepted as Bid Guarantee. If a successful Bidder (contractor) withdraws from the bid or fails to enter into contract within the prescribed time, such Bid guarantee will be forfeited to the Government of Guam. Bids will be disqualified if not accompanied by Bid Bond, Letter of Credit, Certified Check or Cashier's check. Bidder must include in his/her bid, valid copies of a Power of Attorney from the Surety and a Certificate of Authority from the Government of Guam to show proof that the surety company named on the bond instrument is authorized by the Government of Guam and qualified to do business on Guam. For detailed information on bonding matters, contact the Department of Revenue and Taxation. Failure to submit a valid Power of Attorney and Certificate of Authority on the surety is cause for rejection of bid. (GPR Section 3-202.03.3) **Pursuant to Public Law 27-127, 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.**
- ☐ 12. **PERFORMANCE BOND REQUIREMENT:** The Bidder may be required to furnish a Performance Bond on Government Standard Form BB-1 or standby irrevocable letter of Credit or Certified Check or Cashier's Check payable to the Treasurer of Guam issued by any of the local Banks or Bonding Institution in the amount equal to _____ Percent (_____ %) of the contract prices as security for the faithful performance and proper fulfillment of the contract. In the event that any of the provisions of this contract are violated by the contractor, the Chief Procurement Officer shall serve written notice upon both the contractor and the Surety of its intention to terminate the contract. Unless shall serve satisfactory arrangement or correction is made with ten (10) days of such notice the contract shall cease and terminate upon the expiration of the ten (10) days. In the event of any such termination, the Chief Procurement Officer shall immediately serve notice thereof upon the Surety. The Surety shall have the right to take over and perform the contract, provided, however, that if the Surety does not commence performance thereof within 10 days from the date of the mailing of notice of termination, the Government may take over and prosecute the same to complete the contract or force account for the account and at the expense of the contractor, and the contractor and his Surety shall be liable to the Government for any excess cost occasioned the Government thereby (GPR Section 3-202.03.4)

- [X] 13. **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 and to enforce Section 23 of these General Terms and Conditions. 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.
- [X] 14. **SURETY BONDS:** Bid and Performance Bonds coverage must be signed or countersigned in Guam by a foreign or alien surety's resident general agent. The surety must be an Insurance Company, authorized by the government of Guam and qualified to do business in Guam. Bids will be disqualified if the Surety Company does not have a valid Certificate of Authority from the Government of Guam to conduct business in Guam.
- [X] 15. **COMPETENCY OF BIDDERS:** Bids will be considered only from the such bidders who, in the opinion of the Government, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.
- [X] 16. **DETERMINATION OF RESPONSIBILITY OF BIDDERS:** The Chief Procurement Officer reserves the right for securing from bidders information to determine whether or not they are responsible and to inspect plant site, place of business; and supplies and services as necessary to determine their responsibility in accordance with Section 15 of these General Terms and Conditions (GPR Section 3-401).
- [X] 17. **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.
- [X] 18. **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 Section 3.202.15.2, or to reject all such bids (GPR Section 3-202.15.2).
- [X] 19. **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.
- [X] 20. **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.
- [] 21. **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.
- [] 22. **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.
- [X] 23. **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 a 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
- [X] 24. **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.

- [X] 25. **SCHEDULE FOR DELIVERY:** Successful bidder shall notify the General Services Agency, Telephone Nos. 475-1707 or 475-713, at least twenty-four (24) hours before delivery of any item under this solicitation.
- [X] 26. **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.
- [X] 27. **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.
- [X] 28. **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.
- [] 29. **MOTOR VEHICLE SAFETY REQUIREMENTS:** The Government will only consider Bids on motor vehicles which comply with the requirements of the National Traffic and Motor Vehicle safety Act of 1966 (Public Law 89-563) and Clean Air Act as amended (Public Law 88-206), that are applicable to Guam. Bidders shall state if the equipment offered complies with these aforementioned Federal Laws.
- [] 30. **SAFETY INSPECTION:** All motor vehicles delivered under this contract must pass the Government of Guam Vehicle Inspection before delivery at destination.
- [X] 31. **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 31a, above, against defective parts, workmanship, and performance for a period of not less than three (3) months after date of receipt of equipment. Bidder shall also provide service to the equipment for at least three (3) months. All parts found defective within that period shall be repaired or replaced by the Contractor without cost to the Government. Repairs, adjustments or replacements of defective parts shall be completed by the contractor within six (6) working days after notice from the Government.
 - (c) **Compliance with this Section is a condition of this Bid.**
- [X] 32. **REPRESENTATION REGARDING ETHICS IN PUBLIC PROCUREMENT:** The bidder or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a Government employee to breach any of the ethical standards and represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth on Chapter 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.
- [X] 33. **REPRESENTATION REGARDING CONTINGENT FEES:** The contractor represents that it has not retained a person to solicit or secure a Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business (GPR Section 11-207).
- [X] 34. **EQUAL EMPLOYMENT OPPORTUNITY:** Contractors shall not discriminate against any employee or applicant of employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that employees are treated equally during employment without regards to their race, color, religion, sex, or national origin.
- [X] 35. **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.
- [] 36. **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.
- [] 37. **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.
- [] 38. **TERMINATION FOR CONVENIENCE:** Any termination order for the convenience of the Government issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101.10 of the Government Procurement Regulations.
- [] 39. **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 Section 6-101-08 of the Guam Procurement Regulations.

- [X] 40. **JUSTIFICATION OF DELAY:** Bidders who are awarded contracts under this Solicitation, guarantee that the goods will be delivered to their destination or required services rendered within the time specified. If the bidder is not able to meet the specified delivery date, he is required to notify the Chief Procurement Officer of such delay. Notification shall be in writing and shall be received by the Chief Procurement Officer at least twenty-four (24) hours before the specified delivery date. Notification of delay shall include an explanation of the causes and reasons for the delay including statement(s) from supplier or shipping company causing the delay. The Government reserves the right to reject delay justification if, in the opinion of the Chief Procurement Officer, such justification is not adequate.
- [X] 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 reasonably obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contractor's delay or nonperformance is excused under Paragraph 40 (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this contract, liquidated damages shall not be due the territory. The contractor remains liable for damages caused other than by delay (GPR Section 6-101-09.1).
- [X] 42. **PHYSICAL LIABILITY:** If it becomes necessary for the Vendor, either as principal, agent or employee, to enter upon the premises or property of the Government of Guam in order to construct, erect, inspect, make delivery or remove property hereunder, the Vendor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of any accidents, injuries or damages to any person or property during the progress of the work herein covered, and to be responsible for, and to indemnify and save harmless the Government of Guam from the payment of all sums of money by reason of all or any such accidents, injuries or damages that may occur upon or about such work, and fines, penalties and loss incurred for or by reasons of the violations of any territorial ordinance, regulations, or the laws of Guam or the United States, while the work is in progress. Contractor will carry insurance to indemnify the Government of Guam against any claim for loss, damage or injury to property or persons arising out of the performance of the Contractor or his employees and agents of the services covered by the contract and the use, misuse or failure of any equipment used by the contractor or his employees or agents, and shall provide certificates of such insurance to the Government of Guam when required.
- [X] 43. **CONTACT FOR CONTRACT ADMINISTRATION:** If your firm receives a contract as a result of this Solicitation, please designate a person whom we may contact for prompt administration.

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

GOVERNMENT OF GUAM

SEALED BID SOLICITATION INSTRUCTIONS

1. **BID FORMS:** Each bidder shall be provided with two (2) sets of Solicitation forms. Additional copies may be provided upon request. Bidders requesting additional copies of said forms will be charged per page in accordance with Section 6114 of the Government Code of Guam. All payments for this purpose shall be by cash, certified check or money order and shall be made payable to the General Services Agency (EO 86-24).
2. **PREPARATIONS OF BIDS:**
 - a) Bidders are required to examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at bidder's risk.
 - b) Each bidder shall furnish the information required by the Solicitation. The bidder shall sign the solicitation and print or type his name on the Schedule. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent are to be accompanied by evidence of this authority unless such evidence has been previously furnished to the issuing office.
 - c) Unit price for each unit offered shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the amount column of the Schedule for each item offered. In case of discrepancies between a unit price and extended price, the unit price will be presumed to be correct.
 - d) Bids for supplies or services other than those specified will not be considered. Time, if stated as a number of days, means calendar days and will include Saturdays, Sundays, and holidays beginning the day after the issuance of a Notice to Proceed. Time stated ending on a Saturday, Sunday or Government of Guam legal holiday will end at the close of the next business day.
3. **EXPLANATION TO BIDDERS:** Any explanation desired by a bidder regarding the meaning or interpretation of the Solicitation, drawings, specifications, etc., must be submitted in writing and with sufficient time allowed for a written reply to reach all bidders before the submission of their bids. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective bidder concerning a Solicitation will be furnished to all prospective bidders in writing as an amendment to the Solicitation if such information would be prejudicial to uninformed bidders.
4. **ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS:** Receipt of an amendment to a Solicitation by a bidder must be acknowledged by signing an acknowledgement of receipt of the amendment. Such acknowledgement must be received prior to the hour and date specified for receipt of bids.
5. **SUBMISSION OF BIDS:**
 - a) Bids and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the Solicitation. The bidder shall show the hour and date specified in the Solicitation for receipt, the Solicitation number, and the name and address of the bidder on the face of the envelope.
 - b) Telegraphic bids will not be considered unless authorized by the Solicitation. However, bids may be modified or withdrawn by written or telegraphic notice, provided such notice is received prior to the hour and date specified for receipt (see paragraph 6 of these instructions).
 - c) Samples of items, when required, must be submitted within the time specified, unless otherwise specified by the Government, at no expense to the Government. If not destroyed by testing, samples will be returned at bidder's request and expense, unless otherwise specified by the Solicitation.
 - d) Samples or descriptive literature should not be submitted unless it is required on this solicitation. Regardless of any attempt by a bidder to condition the bid, unsolicited samples or descriptive literature will not be examined or tested at the bidder's risk, and will not be deemed to vary any of the provisions of this Solicitation.
6. **FAILURE TO SUBMIT BID:** If no bid is to be submitted, do not return the solicitation unless otherwise specified. A letter or postcard shall be sent to the issuing office advising whether future Solicitations for the type of supplies or services covered by this Solicitation are desired.
7. **LATE BID, LATE WITHDRAWALS, AND LATE MODIFICATIONS:**
 - a) Definition: Any bid received after the time and date set for receipt of bids is late. Any withdrawal or modification of a bid received after the time and date set for opening of bids at the place designated for opening is late (Guam Procurement Regulations Section 3-202)
 - b) Treatment: No late bid, late modification, or late withdrawal will be considered unless received before contract award, and the bid, modification, or withdrawal would have been timely but for the action or inaction of territorial personnel directly serving the procurement activity.
8. **DISCOUNTS:**
 - a) Notwithstanding the fact that prompt payment discounts may be offered, such offer will not be considered in evaluating bids for award unless otherwise specified in the Solicitation. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of bids.
 - b) In connection with any discount offered, time will be computed from date of delivery and acceptance of the supplies to the destination as indicated in the purchase order or contract. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Government check.
9. **GOVERNMENT FURNISHED PROPERTY:** No material, labor or facilities will be furnished by the Government unless otherwise provided for in the Solicitation.

10. **SELLER' INVOICES:** Invoices shall be prepared and submitted in quadruplicate (one copy shall be marked "original") unless otherwise specified. Invoices shall be "certified true and correct" and shall contain the following information: Contract and order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices, and extended total. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading.
11. **RECEIPT, OPENING AND RECORDING OF BIDS:** Bids and modifications shall be publicly opened in the presence of one or more witnesses, at the time, date, and place designated in the Invitation for Bids. The name of each bidder, the bid price, and such other information as is deemed appropriate by the Procurement Officer, shall be read aloud and recorded, or otherwise made available. The names and addresses of required witnesses shall be recorded at the opening. The opened bids shall be available for public inspection except to the extent the bidder designates trade secrets or other proprietary data to be confidential as set forth in accordance with Section 12, below. Material so designated shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. Prices, makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary (Guam Procurement Regulations Section 3-202.12.2).
12. **CONFIDENTIAL DATA:** The Procurement Officer shall examine the bids to determine the validity of any requests for nondisclosure of trade secrets and other proprietary data

ACKNOWLEDGE RECEIPT FORM

All interested participants shall fill out acknowledgement form and submit/forward immediately to the General Services Agency at **(671) 475-1727** or E-mail to **anita.cruz@gsa.guam.gov**

Please acknowledge receipt of

Invitation for Bid

GSA-035-09

Roll-Off Carts

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