

**INVITATION FOR BID**  
**IFB NO: GIAA-006-FY16**



**INDEFINITE DELIVERY & INDEFINITE QUANTITY**

**JET A-1 FUEL SUPPLY**



**INVITATION FOR BID  
INDEFINITE DELIVERY AND INDEFINITE QUANTITY CONTRACT  
JET A-1 FUEL SUPPLY  
BID NO. GIAA-006-FY16**

The Antonio B. Won Pat International Airport Authority, Guam (GIAA), a public corporation and autonomous agency of the Government of Guam, will receive sealed bids for **INDEFINITE DELIVERY AND INDEFINITE QUANTITY CONTRACT JET A-1 FUEL SUPPLY** at the A. B. Won Pat International Airport, Guam.

Bids will be received as described in the IFB package until **2:00 P.M., Chamorro Standard Time (CST), July 22, 2016** at the office of the GIAA Executive Manager, GIAA Main Terminal, 3<sup>rd</sup> Floor, 355 Chalan Pasaheru, Tamuning, Guam, 96913. At 2:15 P.M. the same day, all bids will be publicly opened and read aloud at the GIAA Terminal Conference Room. Bids received after deadline identified above will not be considered. All bids must be accompanied by a bid guarantee in the amount of 15% of the total bid price. The bid guarantee may be a bid bond, certified check or cashier's check made payable to GIAA.

The complete IFB packet is available for download from GIAA's website at [www.guamairport.com](http://www.guamairport.com) and for public inspection at the office of the Executive Manager. A non-refundable amount of Twenty Five U.S. Dollars (\$25.00) in cash, or certified check, or cashier's check is required as payment for printed bid documents or Ten U.S. Dollars (\$10.00) for electronic file (pdf format) in compact disc, which can be obtained from the GIAA Executive office. GIAA recommends that any and all prospective bidders register by submitting to GIAA the Acknowledgement of Receipt Form included as part of this IFB. GIAA shall not be liable for failure to provide notice(s) or addenda to any bidders who did not submit an Acknowledgement of Receipt Form.

The GIAA reserves the right to reject any and all bids and to waive any and all informalities, and to disregard all nonconforming or conditional bids or counter proposals when in GIAA's opinion, such rejection or waiver will be in the Authority's best interest.

For additional information, contact Mr. Franklin P. Taitano, Supply Management Administrator, at (671) 646-0300 thru 0302.

  
\_\_\_\_\_  
CHARLES H. ADA II  
Executive Manager

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**ACKNOWLEDGEMENT OF RECEIPT FORM**

Please acknowledge receipt of

**INDEFINITE DELIVERY AND INDEFINITE QUANTITY CONTRACT  
JET A-1 FUEL SUPPLY  
IFB NO: GIAA-006-FY16**

Upon obtaining this IFB, prospective bidders must complete this Acknowledgement of Receipt Form and return the completed form to GIAA in order to receive any addenda or other notices related to this IFB. Failure of prospective bidders to submit the Acknowledgement of Receipt Form to GIAA and to acknowledge receipt of all amendments/addenda in their bids may result in the prospective bidder not receiving notices from GIAA regarding this IFB, including addenda, or bids may be deemed non-responsive.

**Name of Prospective Offeror** \_\_\_\_\_

**Name of person receiving IFB** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

**Time** \_\_\_\_\_

**Contact Person regarding IFB** \_\_\_\_\_

**Company/Firm** \_\_\_\_\_

**Title** \_\_\_\_\_

**E-mail Address** \_\_\_\_\_

**Contact Number** \_\_\_\_\_

**Fax Number** \_\_\_\_\_

**Address** \_\_\_\_\_

## **SPECIAL NOTICE TO BIDDERS**

The A.B. Won Pat International Airport Authority, Guam (GIAA) pursuant to Section 6954.4 of Public Law and Section 2105 of the Guam Procurement Regulations has received procurement authority from the General Services Agency (GSA), Government of Guam, to issue the "Invitation For Bid" for its required supplies, materials, equipment and services. As a condition of receiving procurement authority, GIAA is to utilize standard procurement forms recommended by GSA.

Therefore, this notice is to inform all bidders that the standard GSA forms used in this "Invitation For Bid", wherever GSA is reference, it means GIAA and wherever Chief Procurement Officer is noted, in this case, it is the Executive Manager of the Won Pat International Airport Authority, Guam.

This notice is issued to clarify possible misunderstanding as a result of the GIAA issuing the bid as delegated by the General Services Agency of Government of Guam.

**ANTONIO B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM**

**INDEFINITE DELIVERY & INDEFINITE QUANTITY CONTRACT**

**JET A-1 FUEL SUPPLY**

**BID NO. GIAA-006-FY16**

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**ANTONIO B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM**

**INDEFINITE DELIVERY & INDEFINITE QUANTITY CONTRACT  
JET A-1 FUEL SUPPLY  
BID NO. GIAA-006-FY16**

**PART 1.1 GENERAL INFORMATION**

**SCHEDULE OF EVENTS**

**PUBLICATION DATE AND**

**AVAILABILITY OF BID DOCUMENTS ..... 8:00 A.M., FRIDAY, JULY 8, 2016**

**BID INQUIRIES SUBMISSION DEADLINE ..... 5:00 P.M., THURSDAY, JULY 14, 2016**

**SUBMISSION DEADLINE**

**AND BID OPENING ..... 2:00 P.M., FRIDAY, JULY 22, 2016**

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**ANTONIO B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM**

**INDEFINITE DELIVERY & INDEFINITE QUANTITY CONTRACT  
JET A-1 FUEL SUPPLY  
(BID NO. GIAA-006-FY16)**

**PART 1.2 INVITATION FOR BID**

**1. INVITATION**

Bidders are hereby invited to submit a bid for furnishing all labor, materials, supplies and equipment necessary for the "INDEFINITE DELIVERY & INDEFINITE QUANTITY CONTRACT JET A-1 FUEL SUPPLY" in a newspaper of general circulation for the A.B. Won Pat International Airport, as shown in the Specifications incorporated herein.

**2. TIME AND PLACE FOR RECEIVING BIDS**

As described in the bid documents until **2:00 p.m., FRIDAY, JULY 22, 2016**, at the office of the Executive Manager, GIAA Main Terminal, 3rd Floor, 355 Chalan Pasaheru, Tamuning, Guam, 96931. At **2:15 p.m.**, the same day, all bids will be publicly opened and read aloud at the GIAA Conference Room. Bids received after indicated time and date, will not be considered.

**3. DESCRIPTION OF WORK**

The Specifications in this package describe the necessary requirements, Scope of Work, and Terms and Conditions required for bid.

**4. AVAILABILITY OF CONTRACT DOCUMENTS**

Bid documents are available for inspection at GIAA Executive Office. Bidder may obtain a complete copy of the Specifications at GIAA between 8:00 a.m., and 5:00 p.m., Monday through Friday, excluding holidays.

5. **PRE-BID CONFERENCE**

A pre-bid conference will ***NOT BE HELD***.

6. **BID FORMS**

Bid shall be submitted on forms supplied by the GIAA and submitted in a sealed envelope labeled on the outside the name of the bidder, his address and name of the Bid for which the bid is submitted. Each bidder must supply all information required by the bid documents and specifications. The bid shall be valid for a period of 90 days.

7. **CONDITIONS OF BIDDING**

- 7.1 As a condition of bidding, any partnership, sole proprietors or corporation doing business with the Government of Guam shall submit an affidavit executed under oath that lists the name, address, and number of shares of any person who has held more than ten percent (10%) of the outstanding interest or share in said partnership, sole proprietorship or corporation at any time during the twelve (12) month period immediately preceding submission of bid.
- 7.2 The GIAA, in its best interest, reserves the right to reject any or all bids and to waive any and all informalities, and to disregard all non-conforming or conditional bids.
- 7.3 The successful Bidder who signs the contract on this project shall take affirmative action toward Equal Opportunity pursuant to Executive Order 11246, as amended. The Contractor may be required to present written Affirmative Action Programs.
- 7.4 For additional information, contact Guam International Airport Authority Office at (617) 646-0300 thru 02, fax no. (671) 646-2048/646-8823.



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## **PART 1.3 INSTRUCTIONS TO BIDDER**

### **1. RECEIPT AND OPENING OF BIDS**

- 1.1 Sealed bids in duplicate will be received at the office of the Executive Manager as indicated in the INVITATION FOR BID at which time and place, all bids will be publicly opened and read aloud.
- 1.2 Bids shall be made on forms furnished by the GIAA and shall be enclosed in sealed envelope addressed to the GIAA, and endorsed on the outside with the name and address of the bidder, the bid number and project title.
- 1.3 Attention is called to the fact that bidders not only offer to assume the obligations and liabilities imposed upon this bid, but bidders shall expressly make certain of the representation and warrants made therein. No effort is made to emphasize any particular provision of the contract, but bidders must familiarize themselves with every provision and its effect.

### **2. MODIFICATION PRIOR TO DATE FOR OPENING BIDS**

The right is reserved for the GIAA to revise and amend the specifications prior to the date set for opening bids. If the revisions and amendments are of a nature which requires material changes in quantities or prices to be bid or both, the date set for opening bids may be postponed by such manner of days in the opinion of the GIAA to amend to extend date for opening bids.

### **3. EXPLANATION OF BIDDERS**

No oral explanation in regard to the meaning of the drawings and specifications (if any) will be made and no oral instructions will be given before the award of the contract. Discrepancies, omissions, or doubts as to the meaning of drawings and specifications should be communicated in writing to the GIAA for interpretation. Bidders should act promptly and allow sufficient time for a reply to reach them. Every interpretation made to a bidder will be in the form of an Addendum to the contract documents which, if issued, will be sent as promptly as practicable to all persons to whom the drawings and

specifications have been issued. All such Addendums shall become part of contract documents.

4. **DELIVERY OF BID**

No bid will be considered unless received at the place specified in the advertisement of this Invitation for Bid before the time specified for opening all bids. When sent by mail, preferably, marked as indicated above should be enclosed in an additional envelope. Bids received after the bid opening time will not be accepted and shall be returned to the bidder unopened.

5. **WITHDRAWAL OR REVISION OF BID**

A bidder may withdraw or revise (by withdrawal on one bid and submission of another) a bid. The bidder's request for withdrawal must be received by GIAA in writing before the time specified for opening bids. A Fax or similar request for withdrawal will not be accepted. Revised bids must be received at the place specified in the advertisement before the time specified for opening all bids.

6. **OPENING AND RECORDING**

Bids and modifications shall be opened publicly in the presence of one or more witnesses, the time, date, and place designated in the Invitation for Bid. The name of each bidder, the bid price, and such other information as deemed appropriate by the Procurement Officer, shall be read aloud or otherwise made available. Such information also shall be recorded at the time of bid opening; that is, the bids shall be tabulated or bid abstract made. The names and addresses of required witnesses shall also be recorded at the opening. The opened bids shall be available for public inspection except the extent the bidder designates trade secrets or other proprietary data to be confidential. 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 and makes and models or catalogue numbers are available at the time of bid opening regardless of any designation to the contrary.

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7. **RIGHT TO ACCEPT AND REJECT BIDS**

The GIAA reserves the unqualified right, in its sole and absolute discretion, to reject any and/or all bids, or to accept that bid or combination of bids, if any, which in its sole and absolute judgment will under all circumstances best serve the GIAA's interests, or to reject the bid of a bidder who is not in a position to perform the contract. In the event that the successful bidder fails to execute the contract upon his part, the GIAA, shall forfeit the security deposit of such bidder, and reserves the option to accept the bid of any other bidder within ten (10) days from such default, in which case such acceptance shall have the same effect as to such bidder as though he was originally the successful bidder.

8. **TERMS & CONDITIONS**

- 8.1 Bidder(s) must comply with 5GCA §(5)(ii)-General Circulation - Newspaper of general circulation means a newspaper which is printed and distributed not less than once a week, at regular intervals, throughout the territory of Guam, which has paid circulation and holds a valid second class mailing permit from the United States Post Office, and which contains news, articles of opinion, features, and other matters of current interest published for public dissemination.
- 8.2 Bidder(s) are reminded that the **INDEFINITE DELIVERY & INDEFINITE QUANTITY CONTRACT JET A-1 FUEL SUPPLY** will be awarded to a minimum of two (2) qualified bidders with the lowest bid(s) for a contract term of three (3) years. The Agreement may be renewed annually at GIAA's sole option for additional one-year periods, not to exceed the total contract term of five (5) years, by written notice to the Contractor not less than thirty (30) days prior to the expiration date of the term of the Agreement, or an extended term. The GIAA is not obligated to renew the Agreement and does not have to give reason if GIAA elects not to renew.
- 8.3 GIAA reserves the right to request additional services, such as wraps, inserts, supplements, etc., and not limited to, on an as needed basis, using the bidder(s) current government rates.

9. **AWARD OF BID**

- 9.1 The bid will be awarded, if it is to be awarded, to a minimum of two (2) prospective bidders, as soon as possible to the responsible, responsive bidder(s) provided their bid is reasonable and in the best interest of GIAA to accept it. Award will be made based on the unit cost per gallon up to but not limited to 35,000 gallons annually on an as needed basis.
- 9.2 The successful bidder(s) will be notified thereof by letter mailed to the address shown on their respective bid or by fax, if available. No acts or omissions on the part of the director, agent, or employee of GIAA shall be deemed an acceptance of a bid unless such acceptance is accompanied by the written notification.
- 9.3 Determining the winning bid if identical: In the event that any two or more responsible bids are identical as the lowest bid, the winning bid shall be determined by drawing lots in public.
- 9.4 The GIAA reserves the right to waive any minor informality in bids received when such waiver is in the interest of the GIAA. The GIAA also reserves the right to accept any item in the bid and to reject any item in the bid when in the best interest of GIAA.
- 9.5 The successful bidder(s) shall submit the fully executed bid surety for faithful performance of this contract and for the payment of all persons performing labor and furnishing materials in conjunction with this contract upon submitting his bid and shall be in full effect until completion of this contract.
- 9.6 Upon complete evaluation of this bid, the Notice of Intent to Award shall be issued to the successful bidder(s). Thereafter, a purchase order will be issued to the bidder(s) and shall constitute the GIAA's approval to be bound by the successful bidder(s) and the terms of this bid.
- 9.7 A Work Order will be issued pursuant to Section 8.3 above for any additional services request, and not limited to.

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9.8 Failure to the successful bidder(s) to furnish an acceptance bid surety upon submittal of his bid shall be just cause for rejection of this bid.

10. **CANCELLATION OF AWARD**

The GIAA reserves the right to cancel the award of any contract at any time before the execution of same.

11. **TIME OF COMPLETION**

The bidder shall commence work on the date specified in the Notice of Award and shall complete all work as stipulated in the bid documents.

12. **SPECIFICATIONS**

12.1 Specifications and bid forms may be obtained at the GIAA Executive Office for a non-refundable purchase price of \$25.00 for each printed set or \$10.00 for electronic files. Payment must be made in cash or certified/cashier's check made payable to the A.B. Won Pat International Airport Authority, Guam.

12.2 This Invitation for Bid consists of the following documents.

- a. Invitation For Bid
- b. Instructions To Bidders

12.3 Bid Submittal Documents

- a. Special Reminder To Bidders
- b. Bid Proposal Form
- c. Major Shareholders Disclosure Affidavit
- d. Non-Collusion Affidavit
- e. Affidavit RE Non-Gratuities or Kickbacks
- f. Affidavit RE Contingent Fees
- g. Affidavit RE Ethical Standards
- h. Declaration RE Compliance With U.S. DOL Wage Determination
- i. Restrictions Against Sex Offenders Employed By Service Providers to Government of Guam From Working on Government Property
- j. Grant Assurance Form
- k. Acknowledgement of Receipt Form

13. **PREPARATION AND SUBMISSION OF BIDS**

- 13.1 The bidder must submit bids on the forms furnished by the GIAA. All blank spaces on the bid form must be correctly filled in, and the bidder must state the individual prices, as well as, the total price ( both in words and numerals) for the proposed work contemplated, as well as, all the materials required. In case of conflict between words and numerals, the words, unless obviously incorrect, will govern. Erasures require the signature of the bidder. Bids containing any conditions, omissions, unexplained erasures or alternations or items not called for in the bid form or irregularities of any kind will be rejected by the GIAA. The bidder must supply all information required by the bid forms and specifications.
- 13.2 The bidder shall sign his bid in the blank space provided. Each bid must give the full business address of the bidder and signed by him with his usual signature. If the bid is made by a partnership, it must be acknowledged by one of the partners, if made by a corporation, by one of the authorized officers thereof. Bids by partnership must furnish the full names of all partners and must be signed in the name of the partnership by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by a corporation must be signed with the legal name of the corporation, followed by the name of the State, Country or Territory of Incorporation and by the signature of the designation of the President, Secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A bid by a person who affixes to his signature the word "president", "agent" or designation without disclosing his principal, may be held to the bid of the individual signing. When requested by the GIAA, satisfactory evidence of the officer signing on behalf of the corporation shall be furnished.
- 13.3 Bid submittals documents shall be enclosed in a sealed envelope which shall be marked and addressed as required herein.

The bidder shall refer to the SPECIAL REMINDER TO PROSPECTIVE BIDDERS, which must be signed and included with the bid, in the envelope. Verify this checklist for additional documents that must accompany this bid.

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- a. Irregular Bids. Bids shall be considered irregular for the following reasons:
1. If the bid is on a form other than that furnished by the GIAA, if the GIAA's forms are altered, or if any part of the bid forms are detached.
  2. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the bid incomplete, indefinite, or otherwise ambiguous.
  3. If the bid does not contain a price for each pay item listed in the bid, except in the case of unauthorized alternate pay items, for which the bidder is not required to furnish a unit price.
  4. If the bid contains unit prices that are obviously unbalanced.
  5. If the bid is not accompanied by the bid guarantee specified by the GIAA.
- b. The GIAA reserves the right to reject any irregular bid.
- c. The GIAA reserves the right to waive technicalities, if such waiver is in the best interest of the GIAA and conforms to the local laws and regulations pertaining to the letting of the bids.

#### 14. COMPETENCY OF BIDDERS

The GIAA requires a bidder to present satisfactory evidence that he has sufficient experience and is fully prepared with necessary capital, material, equipments and skilled workmen and supervisory staff to carry out the contract satisfactorily. Accordingly, the Contractor must submit with its bid the following statements:

- 14.1 Experience on similar work within the past five years, listing the name, address and contact number of the firm(s) including record of previous qualification for bids on similar projects, and indicate quality of work presently being performed for any Government of Guam and Federal agencies.
- 14.2 Record of past performance of the firm in accomplishing work on Government of Guam and Federal projects in the agreed time, including record of default and non-payment of obligations.

- 14.3 Record or inventory listing of all available equipment necessary for performing the work as specified in the specifications attached herein.
- 14.4 Record of the Contractor's assurance to diligence in carrying out contractual responsibilities and record of good owner-contractor references.
- 14.5 Resumes of supervisory personnel and key personnel commitment of their performance.
- 14.6 Current copy of the appropriate Government of Guam Business License.

15. **NON-COLLUSION AFFIDAVIT**

Each person submitting a bid for any portion of the work covered by the bid documents shall execute an affidavit, on the form provided with the bid form, certifying to the effect he has not colluded with any other person, firm or corporation in regard to any bid submitted. Such affidavit shall be attached to the bid.

16. **PENALTY FOR FRAUD, BRIBERY AND OTHER VIOLATIONS**

- 16.1 The bidder is cautioned to carefully observe local and federal statues and regulations involving fraud, bribery and other violations with regard to procurement of contracts and construction of public works, and take special note of the criminal penalties in connection with said violations.
- 16.2 Accordingly, the bidder represents, as a condition of the submission of his bid, that he has not violated, is not violating, and promises that he will not violate the prohibition against gratuities and kickbacks set forth in Section 11-206 (Gratuities and Kickbacks) of the Guam Procurement Regulation.

17. **REPRESENTATION REGARDING ETHICAL STANDARDS FOR GOVERNMENT - EMPLOYEES AND FORMER GOVERNMENT EMPLOYEES**

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



**REQUIRED BID FORMS**  
**(MUST BE SUBMITTED CONTAINING THE BID)**

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**INVITATION FOR BID (IFB) NO.: GIAA-006-FY16**

**INDEFINITE DELIVERY & INDEFINITE QUANTITY CONTRACT  
JET A-1 FUEL SUPPLY**

**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, **one (1) original and 1 copy**, at the date and time for bid opening.

- ( x ) BID PROPOSAL FORM and ITEM SPECIFICATIONS SCHEDULE
- ( x ) BID GUARANTY in the form of cashier's check, certified check irrevocable Letter of Credit or Bid Bond. Bid bond, to be valid, must be accompanied by:
  - a. Current certificate of authority issued by the Insurance Commissioner, Department of Revenue and Taxation, Government of Guam.
  - b. Power of Attorney issued by the Surety to the Resident General Agent.
  - c. Power of Attorney issued by two (2) major officers of the surety to whoever is signing on their behalf.
- ( x ) NON-COLLUSION & NON-GRATUITY AFFIDAVITS
- ( x ) AFFIDAVIT OF DISCLOSURE OWNERSHIP AND COMMISSION- Must comply with the following requirements:
  - a. The affidavit must be notarized and dated on the same month as the bid opening;
  - b. Date of signature of the person authorized to sign the bid and the Notary date must be the same.
- ( x ) Affidavit Regarding Contingent Fees
- ( x ) Ethical Standard Affidavit
- ( x ) GRANT ASSURANCE FORM
- ( x ) OTHER REQUIREMENTS: COPY OF CURRENT GUAM BUSINESS LICENSE

This reminder must be signed and returned in the bid envelope together with the bid. Failure to comply with the above requirements will mean a disqualification and rejection of the bid. On this \_\_\_\_\_ day of \_\_\_\_\_.

I, \_\_\_\_\_, authorized representative of \_\_\_\_\_ acknowledge receipt of this special reminder to prospective bidders with the above referenced IFB.

\_\_\_\_\_  
Authorized Representative's Signature



## BID PROPOSAL FORM

Charles H. Ada II  
Executive Manager  
A.B. Won Pat International Airport Authority, Guam

Date: \_\_\_\_\_

Dear Mr. Ada:

The undersigned (hereinafter called the Bidder), a \_\_\_\_\_ (Corporation, Partnership, or Individual) organized and/or licensed to do business in the Territory of Guam hereby proposes and agrees to furnish all necessary labor materials, equipment, tools and services required for the:

INDEFINITE DELIVERY & INDEFINITE QUANTITY CONTRACT  
JET A-1 FUEL SUPPLY  
IFB NO. GIAA-006-FY16

all in accordance with the specifications and other contract documents prepared by A.B. Won Pat International Airport Authority, Guam, for the following bid price:

**Item No.1** Jet A-1 Fuel            per gal.    Unit Price: \_\_\_\_\_

The amount (s) stated above are to cover all costs and expenses incurred in fulfilling the requirements under this Bid.

The Bidder hereby declares that it has carefully and thoroughly examined the location of and conditions at the site of the proposed work, the drawings, specifications and other contract documents and is familiar with the nature and extent of the work that is to be performed.

The Bidder understands and agrees that the GIAA reserves and has the right to reject any or all or to waive any minor informalities or technicalities in the interest of the GIAA.

*Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion:* The Bidder certifies, by submission of this bid or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

*Representation Regarding Gratuities and Kickbacks:* By signing this bid, the Bidder 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 Section 11-4.5 (Gratuities and Kickbacks) of the Guam Procurement Regulations.

*Representation Regarding Ethical Standards for Government Employees and Former Government Employees:* By signing this Bid, 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 set forth in Chapter 11 (Ethics in Public Contracting) of the Guam Procurement Act and

in Chapter 11 of the Guam Procurement Regulations.

*Covenants Against Contingent Fees:* The Contractor warrants that he has not employed any person to solicit or secure this Contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the GIAA the right to terminate the contract or, as consideration, deduct the amount of such commission, percentage brokerage or contingent fee from the Contract price. This warranty shall not apply to commissions payable by Contractors upon or sales secured or made through bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person with respect to this bid or any other bid or the submitting of bid offer for the contract for which this bid is submitted.

**RESPECTFULLY SUBMITTED:**

Type of Organization: \_\_\_\_\_  
(Corporation, Partnership, Individual, or other)

Name of Individual Firm Members:  
\_\_\_\_\_  
\_\_\_\_\_

Firm Name: \_\_\_\_\_

Authorized Representative's Signature: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Facsimile No.: \_\_\_\_\_

Dated this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**THIS REMINDER FORM MUST BE COMPLETED AND RETURNED IN THE ENVELOPE CONTAINING THE BID.**



**BID BOND**

KNOW ALL MEN BY THESE PRESENTS that we \_\_\_\_\_  
 as Principal, hereinafter called "Principal," and we \_\_\_\_\_  
 as Surety (Bonding Company), a duly admitted insurer under the laws of Guam, hereinafter called  
 "Surety," are held and firmly bound unto the A.B. Won Pat International Airport Authority, Guam  
 hereinafter called the "Authority," in the penal sum of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States, for the payment of which sum will and truly be made, we, the said Principal and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted the accompanying bid for the:

**INDEFINITE DELIVERY & INDEFINITE QUANTITY CONTRACT  
 JET A-1 FUEL SUPPLY  
 IFB NO. GIAA-006-FY16**

NOW THEREFORE, if the Authority shall accept the bid of the Principal, and Principal shall not withdraw said bid within ninety (90) days after the opening of bids, and shall within ten (10) calendar days after the Bidder has received the final contract from GIAA execute the final contract and shall within ten (10) calendar days after receiving notice of award give such bond or bonds as may be specified in the bidding or Bid Documents with good and sufficient surety for the faithful performance and proper fulfillment of such Contract and for prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such Contract and give such bond or bonds within the time specified, if the Principal shall pay the Authority the difference not to exceed the penalty hereof between the amounts specified in said bid and such larger amount for which the Authority may in good faith contract with another party to perform work covered by said bid or an appropriate liquidated amount as specified in the bid documents, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

(WITNESS)	SEAL)	(PRINCIPAL)
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(MAJOR OFFICER OF SURETY)	(MAJOR OFFICER OF SURETY)	(RESIDENT GENERAL AGENT)
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(TITLE)	(TITLE)	
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## **INSTRUCTIONS TO PROVIDERS:**

Notice to all Insurance and Bonding Institutions:

This 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 Won Pat International Airport Authority, Guam it should be accompanied with copies of all 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 whomever is signing on their behalf.

A Bond, submitted as Bid Guarantee, without signatures and supporting documents is invalid and bids will be rejected.

**IF BIDDER ELECTS TO PROVIDE A BID BOND AS BID GUARANTEE,  
THIS FORM MUST BE EXECUTED AND RETURNED IN THE ENVELOPE CONTAINING THE  
BID.**

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**NON-COLLUSION AFFIDAVIT**

**A F F I D A V I T**  
**(Bidder)**

TERRITORY OF GUAM) )  
HAGXTΨA, GUAM ) ) SS.

\_\_\_\_\_, being first duly sworn, deposes and says: That he/she is (a partner or Officer of firm of, etc.) the party making the foregoing offer (identify by Invitation for Bid Title and brief description)

that such offer 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 offer or to refrain from submitting an offer, and has not in any manner, directly or indirectly, mouth by agreement or collusion, or communication or conference, with any person to fine profit, overhead or cost element or that of any other bidder, or to secure any advantage against the Guam International Airport Authority or any person interested in the bid contract, and that all statements in said offer are true.

\_\_\_\_\_  
Signature of 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 \_\_\_\_.

\_\_\_\_\_  
Notary Public  
In and for the Guam USA  
My Commission Expires:

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



**AFFIDAVIT re NO GRATUITIES or KICKBACKS**

CITY OF \_\_\_\_\_ )  
 )ss.

ISLAND OF GUAM )

1. The name of the offering firm or individual is [*state name of offeror /company*] \_\_\_\_\_  
\_\_\_\_\_. Affiant is \_\_\_\_\_ [*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 offerors 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires:

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





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**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 or 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 an person wh 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.”

**EXAMPLE:**

- 1. A bidder intends to participate in bid’s schedule for October 5, 15, and 25, 1992. He has to prepare and submit a NEW AFFIDAVIT ON OCTOBER 5 and submit COPIES of affidavit on the bids for October 15 and 25.**

**NOTE: If the affidavit is a copy, indicate the bid number and where it is filled.**

- 2. A bidder intends to participate in bid schedule for October 20 and November 5, 1992. He has to submit a NEW NOTARIZED AFFIDAVIT for EACH BID.**

**NOTE: Each affidavit is only good for the month within which it was prepared and notarized.**



**AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSIONS**

CITY OF \_\_\_\_\_ )  
 ) ss.  
 ISLAND OF GUAM )

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the offeror and that *[please check only one]*:

- The offeror is an individual or sole proprietor and owns the entire (100%) interest in the offering business.
- The offeror is a corporation, partnership, joint venture, or association known as *[please state name of offeror company]*, and the persons, companies, partners, or joint venturers who have held more than 10% of the shares or interest in the offering business during the 365 days immediately preceding the submission date of the proposal are as follows *[if none, please so state]*:

<u>Name</u>	<u>Address</u>	<u>% of Interest</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

B. Further, I say that the 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 or proposal for which this affidavit is submitted are as follows *[if none, please so state]*:

<u>Name</u>	<u>Address</u>	<u>Compensation</u>
_____	_____	_____

C. If the ownership of the offering business should change between the time this affidavit is made and the time an award is made or a contract is entered into, then I promise personally to update the disclosure required by 5 GCA §5233 by delivering another affidavit to the government.

\_\_\_\_\_  
 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 \_\_\_\_\_, 2016.

\_\_\_\_\_  
 NOTARY PUBLIC  
 My commission expires \_\_\_\_\_, \_\_\_\_\_.

**AFFIDAVIT re CONTINGENT FEES**

CITY OF \_\_\_\_\_ )  
   ) ss.  
 ISLAND OF GUAM                                )

\_\_\_\_\_ [state name of affiant signing below], being first duly sworn,  
 deposes and says that: The name of the offering company or individual is [state name of company] \_\_\_\_\_  
 \_\_\_\_\_.

- 1.         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 4 111 08(f).
  
- 2.         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 4 111 08(h).
  
- 3.         I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

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

Subscribed and sworn to before me this  
 \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_.

\_\_\_\_\_  
 NOTARY PUBLIC

My commission expires \_\_\_\_\_, \_\_\_\_\_.

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




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**AFFIDAVIT RE ETHICAL STANDARDS**

CITY OF \_\_\_\_\_ )  
   )ss.  
 ISLAND OF GUAM                    )

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

The affiant is \_\_\_\_\_ [state one of the following: the offeror, a 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 II. 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 Chapters, Article 11. These statements are made pursuant to 2 GAR Division 4 § 1110<sup>3</sup> (b).

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

Subscribed and sworn to before me  
 this \_\_\_ day of \_\_\_\_\_, 201 \_\_\_.

\_\_\_\_\_  
 NOTARY PUBLIC

My commission expires \_\_\_\_\_.

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

**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 often (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

# GRANT ASSURANCE FORM

## STANDARD DOT TITLE VI ASSURANCES

### CONTRACTOR CONTRACTUAL REQUIREMENTS

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

- B. Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, “DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
  
- C. Nondiscrimination. The contractor, with regard to the work performed by its during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract cover a program set forth in Appendix B of the Regulations.
  
- D. Solicitations for Subcontracts. Including Procurement of Materials and Equipment. In all notifications either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
  
- E. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directive issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

F. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

2. Withholding of payments to the contractor under the contract until the contractor complies, and/or
3. Cancellation, termination, or suspension of the contract, in whole or in part.

G. Incorporation of Provisions. The contractor shall include the provisions of paragraph 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contract becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATURE \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

# GOVERNMENT OF GUAM

## GENERAL TERMS AND CONDITIONS

### SEALED BID SOLICITATION INSTRUCTIONS

**Only those Boxes checked marked below are applicable to this bid.**

- 1. AUTHORITY:** This solicitation is issued subject to all the provisions of the Guam Procurement Act (5GCA, Chapter 5) and the Guam Procurement Regulations (copies of both are available at the Office of the Compiler 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 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 in 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 business licensed to do business on Guam in accordance with Section 5008 of the Guam Procurement Act (5GCA, Chapter 5) and Section 1104 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 requesting all of the bid items to be bided or none at all. The Government will not award on an itemized basis. Reference: Section 3115 (d) 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 PRICES:** 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 product's origin. Where basic or alternate bid meets the minimum required specification, cost and other factors will be considered. Failure explain this requirement will result in rejection of the bid.



- [X] **10. BID ENVELOPE:** Envelope shall be sealed and marked with the bidder's name, Bid number, time, date and place of Bid Opening.
- [X] **11. BID SECURITY REQUIREMENT:** Bidder is required to submit a Bid Security 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 Security Bond, Letter of Credit, Certified Check, Cashier's Check must be issued by any local surety or banking institution licensed to do business on Guam and made payable to the GIAA in the amount of fifteen percent (15%) of his total bid offer. The Bid Security must be submitted on Government of Guam Standard Form BB-1 (copy enclosed). Personal Checks will not be accepted as Bid Security. If a successful bidder (contractor) withdraws from the bid or fails to enter into contract within the prescribed time, such Bid Security will be forfeited to the Government of Guam. Bids will be disqualified if not accompanied by Bid Security Bond, Letter of Credit, Certified Check or Cashier's Check. Bidder must include in his/her bid, valid copies of a Power 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 3109 (3)).
- [X] **12. PERFORMANCE BOND REQUIREMENT:** The Bidder may be required to furnish a Performance Bond on Government Standard Form BB-1or standby irrevocable Letter of Credit or Certified Check or Cashier's Check payable to the GIAA by any of the local Banks or Bonding Institution in the amount equal to Fifteen Percent (15%) 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 or a designee of such office shall serve written notice upon both the contractor and the Surety of its intention to terminate the contract. Unless satisfactory arrangement or correction is made within 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 termination, the Chief Procurement Officer or designee of such office 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 accountant 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 3-109 (b) (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 12 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 or a designee of such office 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 3116).

- [X] 17. STANDARD FOR DETERMINATION OF LOWEST RESPONSIBLE BIDDER:** In determining the lowest responsible offer, the Chief Procurement Officer or a designee of such office shall be guided by the following:
- a) Price of Items offered.
  - b) The ability, capacity, and skills 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 to 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 or designee of such office will determine award based on Section 3108 (o) (2), or to reject all such bids.
- [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 characteristic, methods of manufacture, construction, assembly or other characteristic 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 samples(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 bids received. The Chief Procurement Officer or designee of such office 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 (GPR Section 3111).

- 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.
- 25. SCHEDULE FOR DELIVERY:** Successful bidder shall notify the GIAA, Telephone Nos. 642-5142 thru 48, at least twenty-four (24) hours before delivery of any item under this solicitation.
- 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.
- 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.
- 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 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.
- 30. SAFETY INSPECTION:** All motor vehicles delivered under this contract must pass the Government of Guam Vehicle Inspection before delivery at destination.
- 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 tractor, back-hoes, 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 the 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 11108).
- [X] **34. EQUAL EMPLOYMENT OPPORTUNITY:** Contractors 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.
- [X] **35. COMPLIANCE WITH LAWS:** Bidders awarded a contract under this Solicitation shall comply with the applicable standards, 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.
- [X] **36. CHANGE ORDER:** Any change order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6101 (3) (a) of the Guam Procurement Regulations.
- [X] **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 6101 (4) of the Guam Procurement Regulations.
- [X] **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 6101 (10) of the Guam Procurement Regulations.
- [X] **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 acknowledge by vendor), then the contractor is in default. Defaults will be treated subject to and in accordance with the provisions of Section 6101 (8) 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 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.
- [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. 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 6101 (9) (a)).

**[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 in incurred for or by reason 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: \_\_\_\_\_ Fax No. \_\_\_\_\_

**INDEFINITE DELIVERY AND INDEFINITE QUANTITY  
JET A-1 FUEL SUPPLY**

**ITEM NO 1.0**

MINIMUM SPECIFICATIONS:	QTY.	UNIT PRICE
<b>Jet A-1 Aviation Turbine, Combustible Liquid</b>	per gal.	_____

Bidding On: Note: Bidders must specify the type of equipment being offered.

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Time of Delivery: \_\_\_\_\_