

GUAM HOUSING AND URBAN RENEWAL AUTHORITY



**INVITATION FOR BID
IFB#GHURA-COCC-021-007
New Vehicles – Twelve (12) Pick-Up Trucks**

BID ISSUE DATE: Friday, July 16, 2021
BID OPENING DATE: Tuesday, August 10, 2021
TIME: 2:00 PM, ChST
LOCATION: GHURA MAIN OFFICE, SINAJANA

**Ray S. Topasna
Executive Director**

MEMORANDUM

July 16, 2021

TO: All Interested Bidders
FROM: Executive Director
SUBJECT: INVITATION FOR BID (IFB) – GHURA-COCC-021-006
New Vehicles – Twelve (12) Pick-Up Trucks

Hafa Adai,

Guam Housing and Urban Renewal Authority (GHURA) is soliciting bids from locally licensed Dealers for new vehicles starting July 16, 2021 until August 10, 2021. The Bid package may be obtained from GHURA’s website at <https://www.ghura.org/doing-business-us/bidsproposalsrelease-funds/invitation-bids> starting July 16, 2021. Bids will be opened and read aloud immediately after the closing of the bids in the BOC Conference Room 1st floor on August 10, 2021 at the GHURA Main Office in Sinajana. GHURA reserves the right to waive any information and reject any and all bids and to contract as in the best interest of the Authority may require. The bid provides information which will assist applicants to prepare, plan and budget, including:

1. A description of products sought;
2. Requirements to be met by provider.

Please review the bid packet very closely. Respondents must address all parts of the bid. In order for the bid to be considered, all respondents are required to submit:

One (1) original copy and three (2) copies of their bid marked:
Invitation for Bid: “New Vehicles”
IFB No.: GHURA-COCC-021-007.

Guam Housing and Urban Renewal Authority
Procurement Division Office
117 Bien Venida Avenue
Sinajana, Guam 96910

Bid submission must be received no later than Tuesday, August 10, 2021 at 2:00 p.m. Bids received after the deadline will not be accepted for consideration. Any questions or inquires shall be directed to Ms. Greta Balmeo at 475-1356 or by email at gbalmeo@ghura.org. A secondary contact is Ms. Jeanna Blas at 475-1371 or email jblas@ghura.org.

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Ray S. Topasna
Executive Director

ADMINISTRATIVE REQUIREMENTS

I. GENERAL INSTRUCTIONS

A. Purpose of this Bid

Guam Housing and Urban Renewal Authority (GHURA) is soliciting sealed bids from locally licensed vendors for New Vehicles. This is not an “All or None” bid. Respondent is not required to bid on all bid items. GHURA has the option to award the contract to multiple bidders based on best price per each bid item.

The respondent must state clearly of their products. Additionally, the respondent will be selected based on their responses to the Bid.

B. Issuing Office

GHURA’s Buyer Supervisor II will administer the bid process. The office address is:

Guam Housing and Urban Renewal Authority
Procurement Division
117 Bien Venida Avenue
Sinajana, Guam 96910

C. Contact Person

If you have any questions or require additional information regarding this Bid, please contact both primary and secondary contacts, Ms. Greta Balmeo, Buyer Supervisor II, at 475-1356 or via email at gbalmeo@ghura.org. A secondary contact is Ms. Velma Laitan at 300-8413 or email at vlnaputi@ghura.org

D. Procurement Schedule:

Bid issue date:	Friday, July 16, 2021
Q/A Deadline from Bidders:	Thursday, July 29, 2021, at 5:00 p.m.
GHURA’s Response Deadline:	Tuesday, August 3, 2021, at 5:00 p.m.
Bid Opening:	Tuesday, August 10, 2021, at 2:00 p.m.

E. Bid Package

Bid packets are available for download from GHURA’s website at: <https://www.ghura.org/doing-business-us/bidsproposalsrelease-funds/invitation-bids> or pick-up at the following location:

Guam Housing and Urban Renewal Authority
Procurement Division
117 Bien Venida Avenue
Sinajana, Guam 96910

F. Cost of Preparing Bids

Respondents are completely responsible for cost of developing their Bids. GHURA will not reimburse any applicant for these specific costs.

G. Bid Preparation and Submission of Bid

Respondents are required to submit one (1) original copy and two (2) copies of their bid to:

Guam Housing and Urban Renewal Authority
Procurement Division
117 Bien Venida Avenue Sinajana, Guam 96910

Bids must be received no later than Tuesday, August 10, 2021 by 2:00 p.m. ChST. Bids received after deadline will not be accepted for consideration.

H. Disposition of Bids

All Bids become the property of GHURA. The selected Bid may be incorporated into resulting agreement by reference.

I. Execution of the Agreement

The successful respondent will be required to enter into a formal written agreement and Purchase Order with GHURA in accordance with the laws, rules and regulations of Guam and all federal requirements.

GHURA reserves the right to enter into agreements for only the products, which appear to be in the best interest of GHURA and persons participating in its program and services. GHURA reserves the right to cancel the agreement if the applicant violates the terms and condition of the agreement.

The cost of any work performed by any contractor prior to receiving a letter to proceed from GHURA will not be the responsibility of GHURA. GHURA will not be liable for nor will GHURA reimburse the contractor for any work, costs, expenses, and loss of profits or damages borne by the contractor prior to receiving a written notice to proceed.

GHURA will notify all respondents of the selection upon completion of the evaluation process, subject to final negotiations and award. GHURA will forward the formal agreement to the successful respondent for execution. The successful respondent will sign and return the agreement with other supporting documents covering the agreement. The successful bidder is required to retain all records for three (3) years after GHURA makes final payment and for other pending matter such as servicing and until all warranties are expired or closed.

J. Disqualification of Bid

GHURA may reject without further consideration any Bid offering or any set of terms or conditions contradictory to the requirements set forth or referenced in this BID.

A respondent will be disqualified and the Bid automatically rejected for any one or more of the following reasons:

1. Submission of the Bid after the deadline specified.
2. Bid shows any non-compliance with applicable laws; Bid is conditional, incomplete or irregular in such a way as to make the Bid incomplete, indefinite or ambiguous in its meaning.
3. Bid has provisions reserving the right to accept or reject award or enter into a contract pursuant to an award or provisions contrary to those required.

K. Payment

GHURA shall pay successful bidders for all vehicles upon receipt of Vendor's invoice. Bidder invoices should have all information accompanied with the bill of sales. Payment terms shall be Net 30 Days from receipt of vehicles.

L. Termination

GHURA reserves the right to terminate for cause and for convenience of GHURA.

M. Inspection of Records

GHURA and the Comptroller General of the United States, and/or any other duly authorized representatives shall have the right to inspect any books, documents, papers and records of the contractor which are directly pertinent to this specific contract for the purposes of making an audit, examination, excerpts and transcriptions.

N. Required Documents

Bidders are required to submit in the bid submission the following documents:

- Current business license
- GHURA Form 016, 15% Bid Bond,
- Contact for Contract Administration Form,
- Affidavit Disclosing Ownership and Commissions (AG Form 002)
- Non Collision affidavit (AG Form 003)
- Non-Gratuity Affidavit (AG Form 004)
- Affidavit re Ethical Standard (AG Form 005)
- Affidavit re Contingent Fees (AG Form 007)
- Affidavit of Disclosure of Conflict of Interest Information
- Certifications and Representations of Offerors (HUD Form 5369-C),

- Brochures and Descriptive Literature: *Vendor must provide full detailed line items of specifications*
- Any and all addendums

O. Cost/Price of Pickup Trucks

Bidders shall include their best price including all taxes, shipping and handling cost.

P. Method of Award

1. GHURA will make the selection of the products based on bidder's best price per bid item and not as a lot. Unless otherwise specified in the IFB, all prices shall be on a firm-fixed price basis and are not subject to adjustment based on costs incurred.
2. GHURA reserves the right to award the contract to multi-bidders in order to provide the required vehicles based on the requirements of this bid and in the best interest of the Housing Authority.

Q. Delivery Schedule

Successful bidder is required to deliver ALL vehicles no later than 60 days after receipt of order (ARO).

R. Warranty Period

Warranty period for all vehicles shall be at least 3 years or 36,000 miles bumper-to-bumper whichever comes first or factory warranty whichever is greater.

S. Motor Vehicle Inspection

Successful bidder will be responsible to ensure the vehicles are inspected for safety and are register by Guam Division of Motor Vehicle (DMV) prior to delivery of vehicles to GHURA.

T. Non-Refundable Bid Packet Payment

Vendors are required to pay the one-time, \$50.00 non-refundable fee by cash (exact amount), money order or company check *personal checks will not be accepted* before submission of their bid packet. Non-payment shall result as a non-responsive bid and vendor's bid shall not be considered.

II. MONITORING

GHURA's Procurement Division and all Division Managers will monitor the Agreement. Areas of review include:

1. Overall compliance with agreement terms;

2. Degree to which performance goals and objectives are met and activities described in the scope of work and agreement are being provided.

III. SECTION 3 PROGRAM

Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

IV. BID ITEMS #1 - 2 – VEHICLE SPECIFICATIONS

The following specifications define the Minimum requirements for the required vehicles. Bidders submitting bid must meet the required minimum but not limited to specifications. If a bidder's specification does not meet GHURA's minimum specifications, bidder's bid will be considered non-responsive. Bidder must include brochures and warranty information and must address each category of the bid to indicate if their specifications meet the minimum requirements. All bidders are required to complete or respond to every entry as indicated below. Failure to complete or respond to required information regarding bidder's offer shall be considered non-responsive to the bid requirements.

Breakdown of Trucks Per Site:

AMP 1:	(1) Mid-Size, Access Cab Pickup Truck, V6, Long Bed, 2021
AMP 3:	(1) Mid-Size, Access Cab Pickup Truck, V6, Long Bed, 2021
AMP 4:	(4) Mid-Size, Access Cab Pickup Truck, V6, Long Bed, 2021
Guma Trankilidat:	(1) Mid-size, Access Cab Pickup Truck, V6, Long Bed, 2021
Section 8:	(4) Mid-Size, Access Cab Pickup Truck, 4-Cylinder, Regular Bed, 2021
COCC (ROSS):	(1) Mid-Size, Access Cab Pickup Truck, 4-Cylinder, Regular Bed, 2021

BID ITEM #1: Pickup Truck - Access Cab, V6

Type of vehicle	Pick-up truck
Quantity	7 Each
Year	2021
Body exterior	Mid-Size, Access Cab
Rear cargo	Tailgate
Number of doors	Four (4): Front - Opened by driver Rear - Opened by driver or passenger
Tint	Factory tint
Color	White/Silver
Convenience features	
Power front windows	Yes
Speed control	Yes
Remote keyless entry	Yes w/key fob
Air conditioner	Yes
Front beverage holders	Yes
Tilt steering wheel	Yes
Entertainment features	
AM/FM radio/CD	Yes
Bluetooth hands-free phone capability	Yes
Speakers	Yes - 4 minimum
Lighting, visibility, and instrumentation	
Low-tire pressure warning	Yes
Variably intermittent wipers	Yes
Oil pressure gauge	Yes
Clock	Yes
Powertrain	
Fuel Economy	18 mpg or higher (city) 22 mpg or higher (highway)
Drive type	All-wheel drive

Recommended fuel	Regular unleaded
Cylinder configuration	I4-V6 cylinder
Transmission	Automatic
Torque	265 lb.-ft @ 4600 rpm (minimum)
Tow Hitch Receiver	Yes
Safety and Security	
Electronic stability	Yes
Occupant sensing airbag	Yes
Overhead airbag	Yes
Dual front side impact airbags	Yes
ABS brakes	Yes
Traction control	Yes
Seats and trim	
Split folding rear seat	No
Front center armrest	Optional
Front seats	Yes
Rear seats	Optional
Seating capacity	Two (2) (minimum)
Suspension/handling	
Speed-sensing steering	Yes
Power steering	Yes
Rims	16" Stock (minimum), alloy or aluminum
Spare Tire	Yes; Full Size
Cab size	Access
Bed size	Long
Bed-liner/rustproof	Yes
Warranty	
Basic warranty	36 months or 36,000 miles
Powertrain warranty	5 years or 60,000 miles

BID ITEM #2: Pickup Truck - Access Cab, 4-Cylinder

Type of vehicle	Pick-up truck
Quantity	5
Year	2021
Body exterior	Mid-Size, Access Cab
Rear cargo	Tailgate
Number of doors	Two (2) minimum or Four (4) Front - Opened by driver Rear - Opened by driver or passenger
Tint	Factory tint
Color	White/Silver
Convenience features	
Power front windows	Yes
Speed control	Yes
Remote keyless entry	Yes w/key fob
Air conditioner	Yes
Front beverage holders	Yes
Tilt steering wheel	Yes
Entertainment features	
AM/FM radio/CD	Yes
Bluetooth hands-free phone capability	Yes
Speakers	Yes - 4 minimum
Lighting, visibility, and instrumentation	
Low-tire pressure warning	Yes
Variably intermittent wipers	Yes
Oil pressure gauge	Yes
Clock	Yes
Powertrain	

Fuel Economy	18 mpg or higher (city) 22 mpg or higher (highway)
Drive type	All-wheel drive
Recommended fuel	Regular unleaded
Cylinder configuration	4 Cylinder
Transmission	Automatic
Safety and Security	
Electronic stability	Yes
Occupant sensing airbag	Yes
Overhead airbag	Yes
Dual front side impact airbags	Yes
ABS brakes	Yes
Traction control	Yes
Seats and trim	
Split folding rear seat	No
Front center armrest	Optional
Front seats	Yes
Rear seats	Optional
Seating capacity	Two (2) (minimum)
Suspension/handling	
Speed-sensing steering	Yes
Power steering	Yes
Rims	16" Stock (minimum), alloy or aluminum
Spare Tire	Yes; Full Size
Cab size	Access
Bed size	Regular
Bed-liner/ rustproof	Yes
Warranty	
Basic warranty	36 months or 36,000 miles
Powertrain warranty	5 years or 60,000 miles

V. VENDOR BID FORM

IMPORTANT NOTE TO VENDOR:

THIS FORM IS REQUIRED TO BE SUBMITTED BY THE VENDOR. ANY BID SUBMITTED WITHOUT THIS FORM WILL NOT BE CONSIDERED FOR FURTHER EVALUATION.

NAME OF VENDOR: _____

I, _____, the undersigned due hereby submit my bid for IFB#GHURA-COCC-021-007 and certify that all requirements under this bid shall be adhered to.

BID ITEM #1:

Pickup Truck - Access Cab, V6	QTY: 7	\$ _____
	Cost per vehicle	\$ _____

BID ITEM #2:

Pickup Truck - Access Cab, 4-Cylinder	QTY: 5	\$ _____
	Cost per vehicle	\$ _____

Total Bid Price: \$ _____

PRINT FULL NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

VI. SPECIAL GENERAL PROVISIONS

SEALED BID PACKET:

The Bidder is required to read each and every page of GHURA's bid packet and by the act of submitting a proposal shall be deemed to have accepted all conditions contained therein. In no case will failure to inspect constitute grounds for a claim or for the withdrawal of a proposal after opening. Bids shall be filled out (typewritten) and signed in ink. Erasures or other changes in a proposal must be explained or noted over the signature of the bidder. Bids containing any conditions, omissions, unexplained erasures or alternations or items not called for in the bid, or irregularities of any kind may be rejected by the Government as being incomplete.

GENERAL INTENTION:

Unless otherwise specified, it is the declared and acknowledged intention and meaning of these Special General Provisions and General Terms and Conditions for the bidder to provide GHURA with specified services.

CONTACT FOR CONTRACT ADMINISTRATION:

If your firm receives a contract as a result of this bid designate a person whom we may contact for prompt administration, showing:

Name: _____	Title: _____
Address: _____	Tel. No: _____
_____	Fax No: _____
_____	Email Address: _____

PRICING AND PAYMENT:

Payment for any contract entered into as a result of this Bid will be made no more frequently than monthly upon receipt of the bidder's billing statement on a net 30-day basis. Bidder is responsible for payment of all taxes associated with this agreement including gross receipt tax, gross receipts tax equivalent or other taxes, which are to be built into the fee submittal.

RECEIPT AND OPENING OF BIDS:

Envelopes containing bids shall be sealed and marked on the face with the name and address of the bidder, the description of the services being solicited and the time and date of submission. Telegraphic bidder will not be considered, nor will modification by telegraph of bids already submitted be considered. Bids shall be hand carried and received at the place of opening on or before the opening date and time. Bids received through the mail will not be accepted if such mail is received at the address showing after the submission date and time. Bids will be opened publicly.

EQUAL EMPLOYMENT OPPORTUNITY:

Section 3.01 of the Executive Order 10935 dated March 7, 1965 requires the Bidder not to discriminate against any employee or applicant for employment because of race, creed, color or

national origin. The bidder will take affirmative action to ensure that employees are treated equally during employment without regard to their race, creed, color or national origin.

BIDDER'S ENVELOPE:

Bid envelope shall be sealed and marked with the Bidder's name and Company.

LATE BIDS:

Late bids will not be accepted.

LIABILITY FOR COST OF THE BID:

GHURA is not liable for any costs incurred by the Bidder in connection with this IFB. By submitting a bid, the Bidder specifically waives the right against GHURA for any expenses incurred in bid preparation. Submitted bids become the property of GHURA. Bidder requests for the return of specific proprietary material may be honored.

RIGHT TO AMEND OR CANCEL:

GHURA reserves the right to amend, supplement or cancel the IFB in whole or in part at any time, or reject any or all bids submitted in response, when this action serves the best interest of GHURA.

AMENDMENT TO BIDS:

Bids may be amended or modified prior to opening of the bids but not subsequent to opening of the bids. Any amendment issued pursuant to this IFB must be acknowledged as being received by the bidder. Amendments shall be distributed within a reasonable time to allow prospective firms to consider the issue in preparing their Bids. If the date and time set for receipt of bids will not permit such preparation, such time shall be increased to the extent possible in the amendment or, if necessary, by telegram or telephone and confirmed in the amendment.

RIGHT TO REISSUE:

GHURA may reissue the IFB when it is deemed to be in the best interest of GHURA.

CONTRACT PROVISIONS:

GHURA reserves the right to include any part or parts of the bidder's bid in the final contract with the Bidder. Bidder will be subject to conditions and terms imposed by GHURA.

All Bidders warrant that they have not employed any person to solicit or secure any resolution contract upon agreement for a commission, percentage, brokerage or contingent fee. Breach of such warranty shall give GHURA the right to terminate any contract executed with the Bidder or at its discretion to deduct from the contract price or consideration the amount of such commission, percentage brokerage or contingent fees.

SPECIAL PERMITS AND LICENSES:

The Bidder shall, at his own expense, procure all permits, certificates and license and shall give all notices and necessary reports required by law for the General Scope of the Work.

LAWS TO BE OBSERVED:

The Bidder should be familiar with federal and local laws, codes, ordinances, and regulations which, in any manner, affect those engaged or employed in the work or the material or equipment used in or upon the site, or in any way affect the conduct of the work. No place of misunderstanding or ignorance on the part of the Bidder will in any way serve to modify the provision of the contract.

Restriction Against Contractors Employing Sex Offenders from Working at Government of Guam Venues. (§5253 of Title 5 Guam Code Annotated)

- A. No person convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA in Guam, or an offense in any jurisdiction which includes at a minimum, all of the elements of said offenses, or who is listed on the Sex Offender Registry, and who is employed by a business contracted to perform services for an agency or instrumentality of the Government of Guam, shall work for his employer on the property of the Government of Guam other than a public highway.
- B. All contracts for services to agencies listed herein shall include the following provisions: (1) warranties that no person providing services on behalf of the contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry; and (2) that if any person providing services on behalf of the contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.
- C. Duties of the General Services Agency or Procurement Administrators. All contracts, bids, or Request for Proposals shall state all the conditions in §5253(b).
- D. Any contractor found in violation of §5253(b), after notice from the contracting authority of such violation, shall, withing twenty-four (24) hours, take corrective action and shall report such action to the contracting authority. Failure to take corrective action within the stipulated period may result in the temporary suspension of the contract at the discretion of the contracting authority.

STATUS OF CONTRACTOR (BIDDER):

The Bidder and its officers, agents, servants and employees are independent contractors performing professional services for GHURA.

INSURANCE:

Bidder shall procure and maintain at his or her own expense all necessary comprehensive insurance for his/her employees including but not limited to Worker's Compensation and general liability insurance.

GHURA'S RIGHT TO REJECT BIDS:

GHURA may make such investigations as deemed necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to GHURA all such information and data for this purpose as GHURA may request. GHURA reserves the right to reject Bidder's bid if the evidence submitted by, or investigation of such Bidder fails to satisfy GHURA that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein. Conditional bids will not be accepted.

CONFIDENTIAL OR PROPRIETARY INFORMATION:

After award, each bid received becomes a part of the public record of procurement. If a respondent is submitting trade secrets or proprietary information, which it wishes to keep confidential, then a written request for non-disclosure must be included with the bid and those portions on the bid which are proprietary must be clearly marked or designated. GHURA will examine the request and determine its validity. If GHURA does not grant the request, then the GHURA must inform the respondent in writing which portion will be disclosed and why. The respondent may then withdraw the bid or submit a request according to law. If the bid is not withdrawn and no protest is received, the GHURA may disclose those portions of the bid for which a non-disclosure request was not granted.

ETHICAL STANDARDS:

The bidder 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 Guam's procurement code or regulations pertaining to ethics in public contracting.

PROHIBITION AGAINST GRATUITIES AND KICKBACKS:

The bidder 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 the Guam Procurement Law. The prohibition is as follows: It is a breach of ethical standards for any person to offer, give, or agree to give any government employee or former government employee, or for any government employee or former government to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. Further, it shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf a subcontractor under a contract to the prime

contractor or higher tier subcontractor or any person associated therewith, as an inducement of the award of a subcontractor or order.

APPLICABILITY OF FEDERAL PROCUREMENT LAW:

If any part of this Bid is contrary to any federal procurement regulations and the Guam Procurement Law or contains ambiguous terms, then such portion of the Bid shall be interpreted or resolved in favor of or according to the provisions of the federal regulations.

END OF SPECIAL GENERAL PROVISIONS

General Terms and Conditions
IFB#GHURA-COCC-021-006

Only those Boxes checked below are applicable to this bid.

- 1. **AUTHORITY:** This solicitation is issued subject to all the provisions of the 24 CFR 85.36, HUD Procurement Standards, Guam Procurement Act (P. L. 16-124), the Guam Procurement Regulations and Public Laws 26-111 and PL 28-98 (copies are available at the Office of the Compiler of Laws, Department of Law. Copies are available for inspection at the Guam Housing and Urban Renewal Authority (GHURA). 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 Guam Housing and Urban Renewal Authority with specified services or with materials, supplies or equipment completely assembled and ready for use. This solicitation is also subject to federal law and regulations in regards to public housing authorities pursuant to 5§ G.C. A.
- 3. **TAXES:** Bidders are cautioned that they are subject to Guam Income Tax as well as all other taxes on Guam transactions. Specified information on taxes may be obtained from the Director of Revenue and Taxation.
- 4. **LICENSING:** Bidders are cautioned, that the Guam Housing and Urban Renewal Authority 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 Taxation. Vendors are required to submit current business license with their bid.
- 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 6950.7 of the Guam Procurement Act (P. L. 16-124) and Section 1-104 of the Guam Procurement Regulations.
- 6. **COMPLIANCE WITH SPECIFICATIONS AND OTHER SOLICITATION REQUIREMENTS:** Bidder shall comply with all specifications and other requirements of the Solicitation.
- 7. **“ALL OR NONE” BIDS:** By checking this item, the Guam Housing and Urban Renewal Authority is requesting all of the bid items to be bidden or none at all. The Guam Housing and Urban Renewal Authority will not award on an itemized basis. Reference: Section 3-301.06 of the Guam Procurement Regulations.
- 7a. If the Guam Housing and Urban Renewal Authority does not require All or None Bids (Section 7 is not checked off), but the Bidder indicates on the Bid that it is an All or None Bid, then the Guam Housing and Urban Renewal Authority will deem the Bid submitted to be non-responsive.

- 8. INDEPENDENT PRICE DETERMINATION: The Bidder upon signing the invitation to Bid/proposal certifies that the prices in his or her Bid were derived at without collusion and acknowledge that collusion and anti-competitive practices are prohibited by law. Violation will be subject to the provision of Section 6981 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 6981 of the Government of Code.
- 9. BIDDER'S PRICES: The Guam Housing and Urban Renewal Authority 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 Bids meet the minimum required specification, cost and other factors will be considered. Failure to meet 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 BOND REQUIREMENTS: 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 GHURA 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 Guam Housing and Urban Renewal Authority in the amount of fifteen percent (15%) of his or her highest total bid offer. Bid Guarantee will be a Bid Bond on Government Standard form BB-1. 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 a prescribed time, such Bond will be forfeited to the Guam Housing and Urban Renewal Authority. Bids will be disqualified if not accompanied with a Bid Bond, Letter of Credit, Certified Check, or Cashier's Check. Bidder must include in his or her bid valid copies of a Power Authority 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 Authority and Certificate of Authority on the surety is cause for rejection of Bid (GPR Section 3-202.03.3).
- 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 Guam Housing and Urban Renewal Authority issued by any of the local Banks or Bonding institution in the amount equal to One hundred percent (100%) 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 Executive Director of GHURA or the Chief Procurement Officer of GHURA 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 event of any such termination, the Executive Director of GHURA or the Chief Procurement Officer of GHURA shall immediately serve notice thereof upon the Surety. The Surety shall have the right to take over and perform the contract provided. However, should the Surety do not commence performance thereof within ten (10) days from the date of the mailing of Notice of Termination, the Guam Housing and Urban Renewal Authority may take over and prosecute the same to complete the contract or re-contract the project with all incurred expenses for the account of the contractor. The contractor and his or her Surety shall be liable to Guam Housing and Urban Renewal Authority for any excess cost incurred the Guam Housing and Urban Renewal Authority (GPR Section 3.202.03.4).

- 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 Guam Housing and Urban Renewal Authority and to enforce Section 12 of these General Terms and Conditions. In addition, the Guam Housing and Urban Renewal Authority will hold the vendor liable and will enforce the requirements as set forth in Section 41 of these General Terms and Conditions.
- 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. For Federal funded procurement projects, all surety companies that are licensed to do business in Guam may be required to be listed with the U. S. Treasury Department of the United States of America.
- 15. COMPETENCY OF BIDDERS: Bids will be considered only from such bidders who, in the opinion of the Guam Housing and Urban Renewal Authority can show evidence of their competency, financial ability, experience, equipment and facilities to render satisfactory service.
- 16. DETERMINATION OF RESPONSIBILITY OF BIDDERS: The Executive Director of GHURA or Chief Procurement Officer of GHURA reserves the right for securing from the bidder's 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 3401).
- 17. STANDARD FOR DETERMINATION OF LOWEST RESPONSIBLE BIDDER: In determining the lowest responsible and responsive bidder, the Executive Director of GHURA or Chief Procurement Officer of GHURA shall be guided by the following:
 - a) Price of Items offered.
 - b) The ability, capacity and skill of Bidder to perform.
 - c) Whether the Bidder can perform promptly or within a specified date.

- d) The quality of performance of the Bidder with regards to awards previously made to him or her.
 - 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 (responsiveness) with all of the conditions to the Solicitation.
18. THE BIDS/PROPOSALS: If the bids or proposals are for the same unit price or total amount in the whole or part, the Executive Director of GHURA or Chief Procurement Officer of GHURA has the authority to award the bid to any one of the bidders by drawing lots in public, or to reject all such bids (GPR Section 3-202.15.2)
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 reference is intended to be descriptive, but not restrictive and for the sole purpose of indicating to prospective bidders a description of the article or services that will be satisfactory. Bids on comparable or equal items will be considered provided the bidder clearly states in his or her bid the exact articles he or she is offering and how it differs from the original specification.
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) does 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 (UL Test): Successful bidder is required to accompany delivery of his or her goods with a Laboratory Test Report, indicating that the product he or she is furnishing the Guam Housing and Urban Renewal Authority meets with the highest consumer safety specification. This report is on the bidder's account and must be from a certified Testing Association.

- 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 Guam Housing and Urban Renewal Authority, taking into consideration the evaluation set forth in this Solicitation. No other factors or criteria shall be used in the evaluation process. The right is reserved as the interest of the Guam Housing and Urban Renewal Authority may require to waive any minor irregularity in bids received. The Executive Director of GHURA or the Chief Procurement Officer of GHURA shall have the authority to award, cancel or reject bids in whole or in part for any one or more items if he or she determines it is in the public interest. Award issued to the lowest responsible and responsive bidder within the specified time for acceptance as indicated in the Solicitation, results in a binding 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 Guam Housing and Urban Renewal Authority to award contracts to local bidders that qualify under this solicitation. The Guam Housing and Urban Renewal Authority 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 Guam Housing and Urban Renewal Authority.
- 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 ¾ inches in height.
- 25. SCHEDULE FOR DELIVERY: Successful vendor (s) shall be operational and ready to deliver no later than thirty (30) days after receipt of order. Successful bidder shall notify the Guam Housing and Urban Renewal Authority Buyer Supervisor II, telephone no. 475-1356 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 Guam Housing and Urban Renewal Authority 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 manufacturing 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 Guam Housing and Urban Renewal Authority 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 specification, the Guam Housing and Urban Renewal Authority shall have the right to reject the items or require that

they be corrected. The number of days required for corrections will be determined by GHURA.

29. MOTOR VEHICLE SAFETY REQUIREMENTS: The Guam Housing and Urban Renewal Authority will only consider Bids on motor vehicles which comply with requirements of the National Traffic and Motor Vehicle Safety Act of 1966 (P. L. 89-563) and Clean Air Act as amended (P. L. 88-206) that are applicable to Guam. Bidder 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 in 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 Guam Housing and Urban Renewal Authority and without cost to GHURA. 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 Guam Housing and Urban Renewal Authority. Repairs, adjustments or replacements of defective parts shall be completed by the Contractor within six (6) working days after notice from GHURA.

c) Compliance with this Section is a condition of this bid.

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 Guam Housing and Urban Renewal Authority 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 Chapter 11 of the Guam Procurement Regulations.

33. REPRESENTATION REGARDING CONTINGENT FEES: The contractor represents that it has not retained a person to solicit or secure a GHURA 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).

- 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.
- 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. Where there is a conflict between local or state procurement legislation and Federal regulations, then Federal regulations will have precedent over local or state ordinance.
- 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 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 provision of Section 6-101.04.3 of the Guam Procurement Regulations.
- 38. TERMINATION FOR CONVENIENCE: Any termination order for the convenience of the Guam Housing and Urban Renewal Authority issued relative to awards made under this Solicitation will be subject to and in accordance with the provisions of Section 101.10 of the Guam Procurement Regulations.

(a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of GHURA. Any such termination shall be affected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.

(b) If the performance of the work is terminated, either in whole or in part, GHURA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by GHURA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by GHURA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until GHURA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to

GHURA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.

(c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.

(d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

- 39. TIME FOR COMPLETION: It is hereby understood and mutually agreed by and between the contractor and the Guam Housing and Urban Renewal Authority 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 date of Purchase Order is acknowledged by vendor), then the contractor is in default. Default will be treated subject to and in accordance with the provisions of Section 6-101.08 of the Guam Procurement Requisitions.
- 40. JUSTIFICATION FOR 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 or she is required to notify the Executive Director of GHURA or Chief Procurement Officer of GHURA of such delay. Notification shall be in writing and shall be received by the Executive Director of GHURA or Chief Procurement Officer of GHURA 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 Guam Housing and Urban Renewal Authority reserves the right to reject delay justification if, in the opinion of the Executive Director of GHURA or Chief Procurement Officer of GHURA, such justification is not adequate.
- 41. LIQUIDATED DAMAGES: When the Contractor is given notice of delay or nonperformance as specified in Paragraph 1 (Default) of the Termination for Default Clauses of this contract and fails to cure in 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 Guam Housing and Urban Renewal Authority 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 GHURA. The contractor remains liable for damages caused other than by delay (GPR Section 6-101.09.1).
- 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 Guam Housing and Urban Renewal Authority 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 Guam Housing and Urban Renewal Authority 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 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 Guam Housing and Urban Renewal Authority against any claim for loss, damage or injury to property or persons arising out of the performance of the Contractor or his or her 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 or her employees or agents, and shall provide certificates of such insurance to the Guam Housing and Urban Renewal Authority when required.

- 43. REQUIRED DOCUMENTS: See page 5 & 6, Paragraph N.
- 44. RECEIPT, OPENING AND RECORDING OF BID: 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 bid. 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 considered 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, makes and models or catalogue numbers of the item offered, deliveries and items of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary (Guam Procurement Regulation Section 3-202.12.2).
- 45. CONFIDENTIAL DATA: The Procurement Officer shall examine the bids to determine the validity of any request for nondisclosure of trade secrets and other proprietary data in writing. If the parties do not agree as to the disclosure of data, the Procurement Officer shall inform the bidders in writing what portions of the bid will be disclosed and that, unless the bidders protest under Chapter 9 of the Guam Procurement Act (P. L. 16-124), the bids will be so disclosed. The bids shall be opened to public inspection subject to any continuing prohibition on the disclosure of confidential data (Guam Procurement Regulation Section 3-202.12.3)
- 46. TYPE OF CONTRACT: GHURA shall use Firm Fixed Price Contract for this solicitation.
- 47. PUBLIC LAW - 28-98 – Restriction Against Contractors Employing Convicted Sex Offenders from Working at Government of Guam Venues. The bidder should be familiar with federal and local laws, codes, ordinances, and regulations, which, in any manner, affect those engaged or employed in the work, or the material or equipment used in or upon the site, or in any way affect the conduct of the work. No misunderstanding or ignorance on the part of the bidder will in any way serve to modify the provision of the contract.

Restriction Against Contractors Employing Convicted Sex Offenders from Working at Government of Guam Venues. (§5253 of Title 5 Guam Code Annotated)

- a. No person convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA in Guam, or an offense in any jurisdiction which includes, at a minimum, all of the elements of said offenses, or who is listed on the Sex Offender Registry, and who is employed by a business contracted to perform services for an agency or instrumentality of the government of Guam, shall work for his employer on the property of the government of Guam other than a public highway.
- b. All contracts for services to agencies listed herein shall include the following provisions: (1) warranties that no person providing services on behalf of the contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry; and (2) that if any person providing services on behalf of the contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.

- 48. CERTIFICATE OF INSURANCE: The successful vendor (s) must submit an Insurance Certificated indicating the insurance coverage requirement as indicated. Worker's Compensation, Automobile Liability (Minimum of \$500,000 combined single limit for owned and non-owned vehicles and Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury, property damage, personal injury and products and completed operations coverage.