

INVITATION FOR BID

**COPIER LEASE &
MAINTENANCE SERVICE
(RE-ISSUED)**

GVB IFB 2020-007



| GUAM VISITORS BUREAU INVITATION FOR BID | |
|--|--|
| IFB Number: GVB IFB 2020-007 | IFB Title: COPIER LEASE & MAINTENANCE SERVICE |
| IFB Due Date and Time: September 8, 2020; 3:00 p.m. ChST | Number of Pages: 39; affidavits and forms included in this package. |
| ISSUING AGENCY INFORMATION | |
| GUAM VISITORS BUREAU | Issue Date: August 17, 2020 |
| Carl T. C. Gutierrez President and CEO | 401 Pale San Vitores Road Tumon, Guam 96913 Phone: (671) 646-5278 Fax: (671) 646-8861 Website: www.guamvisitorsbureau.com |
| INSTRUCTIONS TO BIDDERS | |
| Delivery of Bid <i>By U.S. Mail or Deliver Only to the attention of:</i> Carl T. C. Gutierrez President and CEO Guam Visitors Bureau 401 Pale San Vitores Road Tumon, Guam 96913 | Mark Face of Envelope/Package: COPIER LEASE & MAINTENANCE SERVICE IFB Number: GVB IFB 2020-007 IFB Due Date: September 8, 2020; 3:00 p.m. ChST Special Instructions: Please process proposal submission in accordance with the Notice/Instructions to Bidders. Failure to do so will mean disqualification and rejection of bid. |
| PERSON AUTHORIZED TO BIND COMPANY SHALL COMPLETE INFORMATION BELOW AND RETURN THIS COVERSHEET WITH IFB RESPONSE (Failure to do so will result in disqualification) | |
| Bidder Name/Mailing Address: | Authorized Bidder Signatory: (PLEASE PRINT NAME AND SIGN IN INK) |
| Bidder Title: | Bidder Email Address: |
| Bidder Telephone Number: | Bidder Fax Number: |



TABLE OF CONTENTS

PAGE

BIDDER’S IFB CHECKLIST.....4

SECTION I: INVITATION FOR BID5

SECTION II: NOTICE/INSTRUCTIONS TO BIDDERS..... 6

SECTION III: GENERAL PROVISIONS 12

SECTION IV: PROPOSAL..... 16

SECTION V: BID FORM 18

SECTION VI: BID BOND20

SECTION VII: AUTHORIZED CONTACT.....22

SECTION VIII: AFFIDAVITS/FORMS..... 23

SECTION IX: PAST PERFORMANCE QUESTIONNAIRE.....31

SECTION X: SCOPE OF WORK AND GENERAL SPECIFICATIONS.....34

SECTION XI: BID SCHEDULE.....39

BIDDER'S IFB CHECKLIST

The 10 Most Critical Things to Keep in Mind When Responding to an IFB for GVB

1. _____ **READ THE ENTIRE DOCUMENT.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; contract requirements.
2. _____ **NOTE THE PROCUREMENT OFFICER'S NAME, ADDRESS, PHONE NUMBERS AND E-MAIL ADDRESS.** This is the only person you are allowed to communicate with regarding the IFB and is an excellent source of information for any questions you may have.
3. _____ **ATTEND THE PRE-BID CONFERENCE, IF SCHEDULED.** These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify GVB of any ambiguities, inconsistencies, or errors in the IFB.
4. _____ **TAKE ADVANTAGE OF THE "QUESTION AND ANSWER" PERIOD.** Submit your **written** questions to the procurement officer by the due date listed in the Invitation for Bid and view the answers given. Should an addendum be required, GVB will issue a formal "addendum" for the IFB. All addenda issued for an IFB are posted on GVB's website.
5. _____ **FOLLOW THE FORMAT REQUIRED IN THE IFB WHEN PREPARING YOUR RESPONSE.** Provide point-by-point responses to all sections in a clear and concise manner.
6. _____ **PROVIDE COMPLETE ANSWERS/DESCRIPTION.** Read and answer **all** questions and requirements. Do not assume GVB or evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with GVB. The bids are evaluated based solely on the information and materials provided in your response.
7. _____ **USE THE FORMS PROVIDED, i.e., cover page, "ALL" Affidavit forms, etc.**
8. _____ **CHECK THE GVB WEBSITE FOR IFB ADDENDA.** Before submitting your response, check the GVB website at www.guamvisitorsbureau.com to see whether any addenda were issued for the IFB. If so, you must submit a signed copy of the addendum for each addendum issued along with your IFB response.
9. _____ **REVIEW AND READ THE IFB DOCUMENT AGAIN** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluation committee members and will be used to score your response.
10. _____ **SUBMIT YOUR RESPONSE ON TIME.** Note all the dates and times listed in the Invitation for Bid and within the document. Be sure to submit all required items on time. Late bid responses are **never** accepted.

This checklist is provided for assistance only and should not be submitted with the Bidder's Response. Failure to comply with any part of the instructions to bidders will result in disqualification as non-responsive and/or non-responsible.

SECTION I INVITATION FOR BID

**COPIER LEASE & MAINTENANCE SERVICE
GVB IFB 2020-007**

The Guam Visitors Bureau (“GVB”), a public, non-stock, non-profit, membership corporation, will receive sealed bids from qualified businesses for the **COPIER LEASE & MAINTENANCE SERVICE** according to the following schedule:

| | |
|---|--|
| August 17, 2020 | Bid Documents (USB format) available at GVB office or via the GVB website |
| August 20, 2020; 3:00 PM | Deadline to submit written questions |
| August 24, 2020 | GVB response to questions |
| September 8, 2020; 3:00 PM ChST | Deadline to submit bids; IFB bid opening [Note: all bids must be stamped received and dated prior to 3:00 p.m.] |
| Determination of Lowest Responsible and Most Responsive Bidder. | Confirmed after Administrative Review and Certification of Abstract. |

The **Invitation for Bid** package can be **downloaded at no cost** from GVB’s website at www.guamvisitorsbureau.com/news/ifbs or obtained (in USB format) at the GVB Office, 401 Pale San Vitores Road, Tumon, Guam, 8:00 AM – 5:00 PM, Monday – Friday, excluding Guam holidays. A non-refundable \$25.00 fee is required for each packet picked up at the GVB office payable in US\$ cash, bank wire transfer or major credit card (Visa, MasterCard, Discover, JCB).

Questions, if any, should be made in writing to the GVB President and CEO, which can be dropped off at the GVB office; emailed to procurement@visitguam.com; or sent by fax to 671-646-8861 according to the timeline provided in the IFB packet.

GVB hereby notifies all bidders that it will affirmatively ensure that minority business enterprises will be afforded full opportunity to submit a response to this invitation for bid and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

GVB reserves the right to reject any or all bids, solicit new bids, waive minor informalities or irregularities or award **GVB IFB 2020-007 COPIER LEASE & MAINTENANCE SERVICE**, in whole or in part. Except to the above person named, direct or indirect contact with the GVB Management or Staff, Board Member, or any person participating in the selection process is prohibited.

Bid submission deadline is at 3:00 PM Chamorro Standard Time on Tuesday, September 8, 2020. Immediately thereafter, all bid submissions will be opened and read aloud by the President and CEO in the GVB Main Conference Room. Award will be confirmed after bid analysis and verification of bid.

/s/ **CARL T. C. GUTIERREZ**
President and CEO

SECTION II NOTICE/INSTRUCTIONS TO BIDDERS

1. DESCRIPTION OF WORK

Contract consists of furnishing all necessary labor, materials, equipment, tools and services for the **COPIER LEASE & MAINTENANCE SERVICE** as described in the Scope of Work and General Specifications (see Section X).

2. PRE-BID CONFERENCE

There is no pre-bid conference scheduled for this procurement.

3. QUESTIONS AND INTERPRETATIONS

Documents forming the contract are complementary and unitary and what is called for by one shall be as binding as if it were called by all and are intended to include all details of labor and material reasonably necessary for proper execution of the work. Questions concerning the Bid Documents shall be submitted in writing, via hand delivery, email to procurement@visitguam.com or fax at (671) 646-8861, to the President and CEO. Replies will be issued to all bidders of record to the solicitation. **Questions must be received at GVB no later than 3:00 PM on August 20, 2020.**

4. SEALED BIDS

The process for submission shall be as follows: A sealed envelope marked "**COPIER LEASE & MAINTENANCE SERVICE**" shall be submitted at the place and time indicated in the Invitation to Bid. A second sealed envelope marked "**BID PRICE**" containing the bid schedule, bid form, and bid bond (or cashier's check) shall also be included in the proposal package. The bid price must include delivery, installation and training. If a Federal GSA Schedule will be applied, please include with this submission.

5. BID PROPOSAL SUBMITTAL ITEMS

The bidder is required to complete and submit a bid proposal package, in duplicate, containing the following items:

- a. Cover letter by confirming bid submission for this project, which must be signed by an authorized representative of the company. *(If an alternate is designated, a notarized Power of Attorney shall be submitted specifically detailing the assignment).*
- b. Bid Proposal *(see Section IV)*
- c. Business/Contractor's License *(proof of ability to do business on Guam and perform services required for this project)*
- d. Completed Affidavits/Forms *(see Section VIII)*
- e. Equipment Data *(necessary for this project)*
- f. Staff Organizational Chart
- g. Project Reference List *(send Past Performance Questionnaire to all on project reference list - see Section IX)*
- h. Most recent Wage Determination Listing *(see Section VIII, Item No. 5)*

Bidder must submit its proposal on the forms furnished by GVB, if provided; otherwise, please add pages as necessary to comply with the requested information. All blank spaces on the Proposal Forms and Bid Schedule must be correctly filled in for each and every item where a quantity is given. In case of an error in the extension or prices, unit price will govern. A conditional or qualified bid is non-responsive and will not be accepted. The proposal signatory must initial all erasures or other changes in the proposal.

Bidder shall sign his proposal in the blank space provided therefor. If proposal is made by a partnership or corporation, name and address of the partnership or corporation shall be shown together with names and addresses of the partners or officers. If proposal is made by a partnership, it shall be signed by one of the partners; if made by a corporation, it shall be signed by one of the officers thereof. If proposal is made by an authorized representative, an affidavit regarding delegation of authority must accompany the submission. Failure to do so will mean disqualification and rejection of the bid.

Bidder shall send the *Past Performance Questionnaire* (See Section IX) to those companies on their project reference list. Each reference will be asked to complete and send their confidential response directly to procurement@visitguam.com and *will be included as part of the bidder's submission during administrative review.*

6. RIGHT TO ACCEPT AND REJECT BIDS

GVB reserves the right in accordance with law and regulation and in its sole and absolute discretion, to reject any and all bids, or to accept that bid, if any, which in its sole and absolute judgment will, under all circumstances, best serve GVB's interests.

In the event that the successful bidder fails to execute contract upon his part, the GVB, after declaring the security deposit of such bidder forfeited, reserves the option to accept the bid of the second ranked bidder within ten (10) days from such default, in which case such acceptance shall have same effect as to such bidder as though he were the originally successful bidder.

7. BID GUARANTEE

Bids shall be accompanied by a bid guarantee of not less than fifteen percent (15%) of the amount of the bid, which may be a Bid Bond (form enclosed), official bank check or cashier's check, made payable to Guam Visitors Bureau. Attorneys-in Fact who sign bid bonds shall file with each bond a certified and effective dated copy of their Power of Attorney. Failure to do so will mean disqualification and rejection of the bid.

Such bid bond or check shall serve to guarantee:

- a. that the bidder shall not withdraw his bid for a period of 60 days after the scheduled closing time for the receipt of bids;
- b. that if his bid is accepted, he will enter into a formal contract with GVB, in accordance with the contract for work included as part of the Contract Documents. In the event of withdrawal of said bid within said period, or failure to enter into said contract, bidder shall be liable to GVB for the full amount of the bid guarantee as

representing damage to the GVB on account of the default of the bidder in any particular case hereof.

Bid guarantee shall be returned to all except the three lowest bidders within three (3) days after formal opening of bids. Remaining Bid Bonds and check will be returned to the three lowest bidders within forty-eight (48) hours after GVB and the accepted Bidder have executed an intent to award the contract by the GVB.

A surety company holding a certificate of authority from the United States Secretary of Treasury or from a company acceptable to the GVB shall execute guarantee Bonds and include the bond number for the actual bond securing this bid on the Bid Bond Form provided. Checks or money order submitted as a bid guarantee shall be made payable to the Guam Visitors Bureau.

8. **ALL OR NONE BIDS**

Only all or none bids will be accepted. Contractors that do not enter a bid amount for every bid item will be deemed non-responsive and their bids will not be accepted. Only one Contractor will be awarded the contract. Multiple or alternate bids will not be considered (2 GAR, Division 4 §§3102(d)).

9. **LATE BIDS AND MODIFICATIONS OF WITHDRAWALS**

Bids and modifications or withdrawals thereof received at GVB after the exact time set for opening of bids **will not** be accepted. Bids may be withdrawn by written request received from bidders prior to the time set for opening bids.

10. **LIQUIDATED DAMAGES**

It is understood and agreed that liquidated damages shall be assessed against the Contractor for non-performance in accordance with the Liquidated Damages clause in the contract.

11. **BID SECURITY**

The successful bidder shall be required to furnish a bid bond amounting to fifteen percent (15%) of the total bid submitted. See Section IV: Proposal for more detailed information.

12. **STATUTORY REQUIREMENTS**

The Contractor and any subcontractors employed in completion of the project shall comply with all applicable Federal and local laws.

13. **NOTICE OF LOCAL PREFERENCE**

In accordance with 5 Guam Code Ann. §5008, please take notice that the Guam Visitors Bureau will apply a local preference to this procurement. Accordingly, bidder requesting such a preference should do so in writing and as part of their offer.

14. **NOTICE REGARDING SERVICE DISABLED VETERANS**

In accordance with 5 Guam Code Ann. §5011, please take notice that the Guam Visitors Bureau will apply a service-disabled veteran's preference to this procurement.

Accordingly, bidders requesting such a preference should do so in writing, and as part of their offer.

15. REPRESENTATION REGARDING GRATUITIES AND KICKBACKS

(a) Gratuities. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee 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 therefor.

(b) Kickbacks. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

16. PROHIBITION AGAINST CONTINGENT FEE

(a) Contingent Fees. It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a territorial contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

(b) Representation of Contractor. Every person, before being awarded a territorial contract, shall represent, in writing, that such person has not retained anyone in violation of Subsection (a) of this Section. Failure to do so constitutes a breach of ethical standards.

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

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

18. DISCLOSURE OF MAJOR SHAREHOLDERS AFFIDAVIT

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 fifteen percent (15%) of the outstanding interest or shares in said partnership, sole proprietorship or corporation at any time during the twelve (12) month period immediately preceding submission of a bid. The affidavit shall contain the number of shares or the percentage of all assets of such partnership sole proprietorship or corporation which have been held by each such person during the twelve (12) month period.

In addition, affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid or the bidder and shall also contain the amounts of any such commission, gratuity or other compensation. Affidavit shall be open and available to the public for inspection and copying. All bidders are required to submit a current affidavit in the form attached disclosing required information. Failure to do so will mean disqualification and rejection of the bid.

19. NON-COLLUSION AFFIDAVIT/CONFLICT OF INTEREST DISCLOSURES

By submitting an offer, the bidder certifies that the price submitted was independently arrived at without collusion. Bidders must submit a non-collusion affidavit and conflict of interest disclosures in the form provided with this Invitation for Bids. Failure to submit said affidavit and disclosures shall result in the bidder's proposal to be deemed non-responsive to this procurement.

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

The bidder must submit with their proposal an affidavit (see attached) acknowledging their responsibilities under Guam statute 5 Guam Code Ann. § 5253. Restriction Against Contractors Employing Convicted Sex Offenders from Working at Government of Guam Venues. Per this statute, the bidder must affirm that:

1. 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.

21. CANCELLATION OF THIS INVITATION FOR BIDS

Please take note that this Invitation for Bids may be cancelled as provided in Guam procurement law and Guam procurement rules and regulations. Prospective bidders are directed to review relevant law, statute and regulation, particularly 2 GAR, Div. 4 & Reg. §3115 and §3121(e)(1)(G).

22. WAGE AND BENEFIT DETERMINATION

(a) In such cases where the Government of Guam enters into contractual arrangements with a sole proprietorship, a partnership or a corporation 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.

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

23. ACKNOWLEDGEMENT OF RECEIPT OF AMENDMENTS

Potential bidders are advised that this Invitation for Bids may, from time to time be altered or supplemented by amendments. Each and all such amendments must be acknowledged by the potential bidder. Failure to do so may result in an offer being deemed non-responsive.

24. CONTRACT TERM

The contract shall be a multi-term lease agreement in accordance with 2 GAR Division 4 §3119 and §3121. GVB intends to solicit for a single contract lease and maintenance multi-term agreement for sixty (60) months; and renewable annually for the next four (4) consecutive fiscal years until the expiration of the contract term in Fiscal Year 2025, subject to the availability of funds each fiscal year. Please note that GVB will cancel the contract if funds are either not appropriated for the service or are insufficient. If contract is cancelled for insufficient funds, the contractor will be promptly notified and contractor will be reimbursed unamortized reasonably incurred non-recurring costs.

SECTION III GENERAL PROVISIONS

1. DEFINITIONS

- a. The term “GVB” as used herein shall mean the Guam Visitors Bureau. The term “Bureau” as used herein shall mean the Guam Visitors Bureau.
- b. The term “Contracting Officer” as used herein shall mean the President and CEO of GVB, the person executing this Contract on behalf of the GVB and includes a duly appointed successor or authorized representative.
- c. The term “Contractor” shall mean the party (individual, corporation, joint venture, or partnership) who has entered into the Contract with the GVB.
- d. The term “Contract” shall mean the written agreement covering the performance of the project by the Contractor, including the furnishing of labor, materials and equipment in connection therewith. It shall include the invitation and solicitation, these general requirements and provisions, the notice to contractors, the bid, wage schedule, list of subcontractors, the award, the plans, the general specifications, the bond, any addendum and any written order. It shall also include all amendments to the Contract by supplemental agreement thereto in writing.
- e. “Project” shall mean the work to be performed as described in the general specifications.
- f. The term “Work” shall mean all equipment, materials, operations and incidental activities necessary for the completion of any part or all of the project.
- g. The term “Project Manager” shall mean the duly authorized representative of the Contracting Officer who is responsible for the administration of the Contract.

2. PERMITS AND RESPONSIBILITIES

The Contractor shall, without additional expense to the GVB, be responsible for obtaining any necessary licenses and permits and for complying with any applicable Federal and local codes and regulations, in connection with execution of the work. He shall be similarly responsible for all damage to persons or property that occurs as a result of his fault or negligence. He shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. He shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire project.

3. CONDITIONS AFFECTING THE WORK

Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions, which can affect the work or cost thereof. Any failure by the Contractor to do so will not relieve him from responsibility for successfully performing the work without additional expense to GVB.

GVB assumes no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to execution of this Contract, unless

such understanding or representations by GVB are expressly stated in the Contract.

4. **ADDITIONAL BOND SECURITY**

If any surety upon any bond furnished in connection with this Contract becomes unacceptable to the GVB, or if any such surety fails to furnish reports as to his financial condition from time to time as requested by the GVB, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the GVB and of persons supplying labor or materials in the prosecution of the work contemplated by this Contract.

5. **COVENANT AGAINST CONTINGENT FEES**

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

6. **OFFICIALS NOT TO BENEFIT**

No member of the Government of Guam Legislature or the Governor of Guam shall be admitted to any share of this Contract, or to any benefit that may arise therefrom; but this provision shall be construed to extend to this Contract if made with a corporation for its general benefit.

7. **DISPUTES**

- a. All controversies between the GVB and the contractor which arise under, or are by virtue of, this contract and which are not resolved by mutual agreement, shall be decided by the GVB in writing, within 60 days after written request by the contractor for a final decision concerning the controversy; provided, however, that if the GVB does not issue a written decision, within 60 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the contractor may proceed as if an adverse decision had been received.
- b. The GVB shall immediately furnish a copy of the decision to the contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt.
- c. Any such decision shall be final and conclusive, unless fraudulent, or: (i) the contractor brings an action seeking judicial review of the decision in the Superior Court of Guam.
- d. The contractor shall comply with any decision of the GVB and proceed diligently with performance of this contract pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, this contract, except where there has been a material breach of the contract by the territory; provided, however, that in any event the contractor shall proceed diligently with the performance of the contract where the GVB has made a written determination that continuation of work under the contract is essential to the public health and safety.

8. **CONTRACT AND BONDS**

If the successful bidder fails to satisfactorily execute the required forms of contract within the time established in the bid, the GVB may proceed to have the required work performed by contract or otherwise, and the bidder to whom the award was originally made shall be liable for any excess cost to the GVB and the bid guaranty shall be available toward offsetting such excess cost.

9. **WORKING HOURS**

Work shall be conducted during normal working hours Monday through Friday and should not exclude the possibility of working after hours and on weekends.

10. **FEES AND CHARGES**

Contractor shall obtain and pay all fees and charges for connections to outside services and for the use of property outside of the work site.

11. **FEDERAL AND TERRITORY OF GUAM TAXES**

Except as may be otherwise provided in this Contract, the Contract price includes all applicable Federal and local taxes and duties.

12. **ACCIDENT PREVENTION - PUBLIC SAFETY**

In performance of the Contract, Contractor shall comply with applicable provisions of the U.S Occupational Safety and Health Act (OSHA) and shall take all precautions necessary to protect persons and property.

13. **DISPUTES CONCERNING LABOR STANDARDS**

Dispute arising out of the Labor Standards provisions of this Contract shall be subject to the clause entitled "Disputes" of this Contract except to the extent such disputes involve classifications or wage rates, which questions shall be referred to the Contracting Officer.

14. **NONCOMPLIANCE WITH CONTRACT REQUIREMENTS**

In the event the Contractor, after receiving written notice from the Contracting Officer of noncompliance with any requirement of this Contract, fails to initiate promptly such action as may be appropriate to comply with the specific requirement within a reasonable period of time, the Contracting Officer shall have the right to order the Contractor to stop all other work and correct the deficiency. The Contractor will not be entitled to any extension of contract time or payment for any costs incurred as a result of being ordered to stop work for such cause.

15. **INSURANCE - LIABILITY TO THIRD PERSONS**

The Contractor and his subcontractors shall procure thereafter maintain workmen's compensation, builders' risk, comprehensive general liability (bodily damage), and fire and extended coverage insurance, with respect to performance under this Contract; provided, that the Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program. All insurance required pursuant to the provisions of this paragraph shall be in such form in such amounts, and for such periods of time as the Contracting Officer may, from time to time, require or approve, and with insurers approved by the Contracting Officer.

- a. Automobile liability insurance in an amount not less than \$500,000 Combined Single Limit (CSL) for bodily injury or death per person and for damages to property for each occurrence.

- b. Comprehensive general liability insurance with minimum limits of \$1,000,000 Combined Single Limit (CSL) for bodily injury or death and for property damage per occurrence.
- c. Workmen's Compensation. Contractor shall take out adequate workmen's compensation insurance for all of the employees who will be engaged in work at the site of the project and in case any part of such Contractor's contract is sublet, the Contractor will require his subcontractor's employees who will be so engaged, unless the latter's employees are protected by the principal contractor's insurance.

The comprehensive general and automobile liability policies shall contain a provision worded as follows: The insurance company waives any right of Subrogation against the GVB, which may arise by reason of any payment under this policy.

When a subcontractor is utilized, Contractor shall procure and maintain during contract period, insurance coverage with same bodily injury and property damage liability limits specified above, covering accidents caused by actions of subcontractor or employees.

All of the insurance policy or policies herein prescribed shall be procured and maintained at no cost to the GVB and shall have the GVB named as additional insured; provided that, where the GVB may not be named as an insured under the rules applicable to any policy or policies, the Contractor shall procure and maintain at no expense to the GVB contractor's protective insurance providing the GVB with the same coverage's and limits of liability as are required herein for the Contractor. A copy of such policy or policies shall be furnished to the GVB at the time prescribed in the contract documents. Such policy or policies shall contain an endorsement to the effect that the insuring company will notify GVB thirty (30) days prior to the effective date of any cancellation of such policy or policies or any change in their provisions.

*** END OF GENERAL PROVISIONS ***

SECTION IV

PROPOSAL

Date: _____

Gentlemen:

The undersigned (hereafter called the Bidder), a _____ (Corporation, Partnership or Individual) organized and/or licensed to do business under the laws of the Government of Guam hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools and services necessary for the performance of the

COPIER LEASE & MAINTENANCE SERVICE

all in accordance with the Bid Documents for the prices stated in the itemized Bid Schedule forms attached hereto, plus any and all sums to be added and/or deducted resulting from all extra and/or omitted work in accordance with the unit and/or lump sum prices stated in the itemized Bid Schedule forms attached hereto.

The undersigned has visited and inspected the location of the proposed work and reviewed the Bid Documents and is familiar with and knowledgeable of the local conditions at the place where the work is to be performed.

The individual **Bid Bond** attached, with our endorsement, in the sum of not less than fifteen percent (15%) of the amount of each Proposal, *is furnished to GVB as a guarantee that the Agreement will be executed* and a Performance Bond shall be furnished within fifteen (15) days after award of the Contract to the undersigned.

In the event that this Proposal is accepted, and the undersigned bidder shall fail to execute the contract and furnish a satisfactory Performance Bond under the conditions and within the time specified in this Proposal, the Bid Bond shall be forfeited, as liquidated damages for the delay and additional work and costs caused thereby in obtaining another bidder, said amount being beforehand determined as being reasonable and containing no penalties.

If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within sixty (60) days after the opening thereof, the undersigned agrees to execute the form of Agreement included as one of the Contract Documents, and to furnish a **Performance Bond** *in an amount equal to one hundred percent (100%) of the Contract Amount*, within fifteen (15) days after receipt of such notice.

If awarded the Contract, the undersigned agrees to perform the work for the duration of the contract period and any extensions thereto upon commencement of the contract time as defined in the Contract.

The undersigned understands that the GVB reserves the right to reject any or all Bids or to waive any informality or technicality in any Bid in the interest of the GVB. All required affidavits and forms are included in this bid proposal.



RESPECTFULLY SUBMITTED BY:

(CONTRACTOR)

(BY)

(TITLE)

(BUSINESS ADDRESS)



SECTION V BID FORM

PROJECT: **COPIER LEASE & MAINTENANCE SERVICE**

TO: President and CEO
Guam Visitors Bureau

The undersigned bidder, having examined all pertinent Contract Documents relating to Invitation for Bid GVB IFB 2020-007, proposes to provide all labor, materials, equipment, tools, appliances, transportation, storage and items incidental to completing all work based on the Proposal and Bid Schedule consisting of the combination of lump sum and unit price items for the following sum of:

Performance as per Bid Documents and Bid Schedule for one year (Base Bid):

_____ Dollars (\$ _____).
(TOTAL OF MATERIALS AND LABOR AND ALL OTHER COSTS)

Bidder hereby further agrees to commence work under this Contract on the date specified in the written "Notice to Proceed" by GVB and to fully complete the work designated for performance within the time stipulated in the Contract Documents. Bidder further agrees to pay liquidated damages in accordance with the Liquidated Damages section of the General Provisions.

By submission of this bid, each bidder and each person signing on behalf of any bidder and in the case of a joint bid each party thereto certified as to its own organization, certifies and affirms as true to the best of his knowledge and belief:

- a. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any other matter relating to such prices with any other bidder or with any competitor.
- b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder or to any competitor; and no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- c. That if the product of the UNIT PRICE bid by the number of units does not equal the total amount named by a bidder of any item, it will be assumed that the error was made in computing the product of the unit price and the number of units. The named UNIT PRICE alone will be considered as representing the bidder's intention and the total amount bid on such item shall be considered to be the amount arrived at by multiplying the UNIT PRICE by the number of units.
- d. All matters for this project of which there is not a special item in the Bid Schedule, shall be considered incidental to and included in the Contractor's bid on any items in the Bid Schedule, as the bidder sees fit.



This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

Dated: _____

BY _____

Address _____



SECTION VI BID BOND

REFERENCE BID BOND #: _____

KNOW all men by these presents, that we

(Name of Contractor)
as Principal, and

(Name of Surety)

as surety are held and firmly bound unto the Guam Visitors Bureau, hereinafter called the GVB, in the penal sum of _____ dollars, lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these present.

The condition of this obligation is such, that whereas the principal has submitted the accompanying bid dated _____, 20__ for the **COPIER LEASE & MAINTENANCE SERVICE.**

THE BID BOND will remain in effect until such time as GVB awards the contract.

In Witness Thereof, the above-bound parties have executed this instrument under their several seals this _____ day of _____, 20____ the name and corporate seal of each corporate party being hereto affixed and these present duly signed by its undersigned representative, pursuant to authority of its governing body.

The rate of premium on this bond is _____ per thousand.

Total amount of premium charged, \$ _____
(The above must be filled in by corporate surety)

IN PRESENCE OF:

(SEAL)
(Individual Principal)

(Business Address)

(SEAL)
(Individual Principal)





(Business Address)

(Corporate Principal)

Attest:

(Business Address)

AFFIX CORPORATE SEAL

By: _____

Attest:

(Corporate Surety)

(Business Address)

AFFIX CORPORATE SEAL

By: _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____
_____ secretary of the corporation named as principal in the within
bond; that _____, who signed the said bond on behalf of the
principal was then _____ of said corporation;
that I know his signature, and his signature thereon is genuine; and that said bond was duly
signed, sealed and attested for and in behalf of said corporation by authority of its governing
body.

(CORPORATE SEAL)



| | |
|--------------------|---------------------------|
| SECTION VII | AUTHORIZED CONTACT |
|--------------------|---------------------------|

IFB NUMBER: GVB IFB 2020-007

| | |
|------------------|--|
| NAME | |
| TITLE | |
| COMPANY | |
| MAILING ADDRESS | |
| TELEPHONE NUMBER | |
| FACSIMILE NUMBER | |
| EMAIL | |

SECTION VIII

AFFIDAVITS/FORMS

**AFFIDAVITS
1 - 7**

- 1: Affidavit Disclosing Ownerships and Commissions
- 2: Affidavit re Non-Collusion
- 3: Affidavit re No Gratuities or Kickbacks
- 4: Affidavit re Ethical Standards
- 5: Declaration re Compliance with U.S. DOL Wage Determination
- 6: Affidavit re Contingent Fees
- 7: Restriction Against Contractors Employing Convicted Sex Offenders from Working at Government of Guam Venues

**ALL FORMS LISTED MUST BE COMPLETED
AND RETURNED IN THE ENVELOPE CONTAINING THE PROPOSAL.**



1. AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSIONS
GVB IFB 2020-007

Name of Offeror Company: _____

IN AND FOR GUAM)
) ss
VILLAGE _____)

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 state]:

| <u>NAME</u> | <u>ADDRESS</u> | <u>% of Interest</u> |
|------------------------|----------------|----------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| TOTAL NUMBER OF SHARES | | _____ |

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 discloser required by 5 GCA §5233 by delivering another affidavit to the government.

Date: _____

Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a Partnership;
Officer, if the bidder is a Corporation.

Subscribed and sworn to before me this _____ day of _____, 2020.

Notary Public
My Commission expires _____



2. AFFIDAVIT re NON-COLLUSION
GVB IFB 2020-007

Name of Offeror Company: _____

IN AND FOR GUAM)
) ss
VILLAGE _____)

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

1. The name of the offering company or individual is [state name of company] _____.

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

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

Date: _____

Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a Partnership;
Officer, if the bidder is a Corporation.

Subscribed and sworn to before me this _____ day of _____, 2020.

Notary Public
My Commission expires _____





3. AFFIDAVIT re NO GRATUITIES or KICKBACKS
GVB IFB 2020-007

Name of Offeror Company: _____

CITY OF _____)

) ss

COUNTRY _____)

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

1. The name of the offering firm or individual is [state name of offeror/company] _____ 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 offeror's proposal.

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

Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a Partnership;
Officer, if the bidder is a Corporation.

Subscribed and sworn to before me this _____ day of _____, 2020.

Notary Public
My Commission expires _____

(AG Procurement Form 004 (Rev. Jul. 12, 2010))





4. AFFIDAVIT re ETHICAL STANDARDS
GVB IFB 2020-007

Name of Offeror Company: _____

IN AND FOR GUAM)
) ss
 VILLAGE_____)

_____ [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 or offeror have knowingly influenced any Government of
 Guam employee to breach any of the ethical standards set forth in 5 GCA Chapter 5, Article 11.
 Further, affiant promises that neither he or she, nor any officer, representative, agent,
 subcontractor, or employee of offeror will knowingly influence any Government of Guam
 employee to breach any ethical standards set forth in 5 GCA Chapter 5, Article 11. These
 statements are made pursuant to 2 GAR Division 4 § 11103(b).

 Signature of one of the following:
 Offeror, if the offeror is an individual;
 Partner, if the offeror is a Partnership;
 Officer, if the bidder is a Corporation.

Subscribed and sworn to before me this _____ day of _____, 2020.

 Notary Public
 My Commission expires _____

(AG Procurement Form 005 (Rev. Jul. 12, 2010))





5. DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION
GVB IFB 2020-007

Name of Offeror Company: _____

I, _____ hereby certifies under penalty of perjury:

- (1) That I am _____ [please select one: the offeror, a partner of the offeror, an officer of the offeror] making the bid or proposal in the foregoing identified procurement;
- (2) That I have read and understand the provisions of 5 GCA § 5801 and § 5802 which read:

§ 5801. Wage Determination Established.

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

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

§ 5802. Benefits.

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

- (3) That the Offeror is in full compliance with 5 GCA § 5801 and § 5802, as may be applicable to the procurement referenced herein;
- (4) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor.

Signature

Date

(AG Procurement Form 006 (Rev. Feb. 16, 2010))





6. AFFIDAVIT re CONTINGENT FEES
GVB IFB 2020-007

Name of Offeror Company: _____

IN AND FOR GUAM)
) ss
 VILLAGE _____)

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

1. The name of the offering company or individual is _____
 _____.

[STATE NAME OF COMPANY]

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

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

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

 Signature of one of the following:

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

Subscribed and sworn to before me this _____ day of _____, 2020.

 Notary Public
 My Commission expires _____

(AG Procurement Form 007 (Rev. Jul. 15, 2010))





**7. AFFIDAVIT RESTRICTION AGAINST CONTRACTORS EMPLOYING CONVICTED
SEX OFFENDERS FROM WORKING AT GOVERNMENT OF GUAM VENUES**
GVB IFB 2020-007

Name of Offeror Company: _____

IN AND FOR GUAM)
) SS
VILLAGE _____)

_____, being first duly sworn, is
(NAME OF PERSON)

(PLEASE STATE "INDIVIDUAL" IF SOLE PROPRIETOR; "PARTNER" IF A PARTNERSHIP; OR "OFFICER" IF A CORPORATION)

of _____
(NAME OF OFFEROR AND MAILING ADDRESS)

TEL: _____
(TELEPHONE NUMBER)

and a duly authorized representative of said offeror on whose behalf this affidavit is being submitted. Said offeror has affirms that he/she has read and understands the provisions of **5 GCA, CHP 5 §5253 RESTRICTION AGAINST CONTRACTORS EMPLOYING CONVICTED SEX OFFENDERS FROM WORKING AT GOVERNMENT OF GUAM VENUES.**

The offeror understands that:

- (1) 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.

Further, the offeror represents:

- (1) 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.

Signature

Subscribed and sworn to before me this _____ day of _____, 2020.

Notary Public
My Commission expires _____





SECTION IX PAST PERFORMANCE QUESTIONNAIRE

GVB IFB NO: 2020-007
Title: COPIER LEASE & MAINTENANCE SERVICE

[PROVIDE THIS PPQ TO THOSE ON YOUR PROJECT REFERENCES TO COMPLETE AND SUBMIT DIRECTLY TO GVB ON OR BEFORE THE DEADLINE FOR THIS PROCUREMENT.]

BIDDER: _____

REFERENCE DETAILS PROVIDED BY BIDDER

Company Name: _____
Point of Contact: _____
Contact Details: _____

RETURN THIS COMPLETED QUESTIONNAIRE BY EMAIL TO procurement@visitguam.com

PROVIDE CONTACT DETAILS IF COMPLETING THIS QUESTIONNAIRE:

Name: _____ Telephone Number: _____

Title: _____ Email Address: _____

- 1. Briefly describe the type of services performed for your organization by the Bidder. (Name of project, types of services performed -- analysis, training, technical support, etc.):

Comment: _____

- 2. Were any unique techniques or tools employed for the delivery of the services? Were the tools/techniques employed effectively?

Comment: _____

- 3. How would you rate the Bidder's ability to learn/understand your organization's or the project needs/requirements?

- ___ Excellent (Score 10 points)
- ___ Very Good (Score 8 points)
- ___ Good (Score 5 points)
- ___ Poor (Score 0 points)



Comment: _____

PPQ FOR BIDDER: _____

4. How would you rate the Bidder’s knowledge and experience in providing the requested technical services?

- Excellent (Score 10 points)
- Very Good (Score 8 points)
- Good (Score 5 points)
- Poor (Score 0 points)

Comment: _____

5. How would you rate the Bidder’s ability to identify and recommend resolutions to problems or issues?

- Identified and recommended quickly (Score 10 points)
- Identified and recommended slowly (Score 8 points)
- Identified but not recommended (Score 5 points)
- Were ignored (Score -0 points)

Comment: _____

6. Quality of Services:

How would you rate the overall quality of the Bidder’s technical services?

- Excellent (Score 10 points)
- Very Good (Score 8 points)
- Good (Score 5 points)
- Poor (Score 0 points)

Comment: _____

7. Do you recall the name(s) of the Bidder’s employees who performed services under your contract? If so, please provide names below.

Comment: _____



8. Overall Performance: On a scale of 0 to 10, how would you rate the Bidder's OVERALL PERFORMANCE? (Score based upon # of points - 10 points max)

- Excellent (Score 10 points)
- Very Good (Score 8 points)
- Good (Score 5 points)
- Poor (Score 0 points)

Comments:

9. Would you enter into a contract with this Bidder again? If not, why?

Comment:

10. Are you aware of any other company or organization this Bidder has done work for? If so, do you have a contact name and phone number?

Name: _____ Phone Number: _____

Other contact information: _____

11. Do you have any additional comments that might assist us in evaluating the Bidder's past performance?

Comment:

Thank you for your cooperation.

GVB PROCUREMENT



SECTION X SCOPE OF WORK AND GENERAL SPECIFICATIONS

COPIER LEASE & MAINTENANCE SERVICE

1. **INTENT.** The Guam Visitors Bureau (“GVB”) requires a Contractor to provide a COPIER LEASE & MAINTENANCE SERVICE for office operations. GVB is soliciting for a multi-term single contract lease and maintenance agreement for sixty (60) months, beginning year 1 with the contract signing date as the start date until the end of the fiscal year (September 30, 2021) and renewable annually for the next four consecutive fiscal years until the expiration of the agreement term and based upon availability of funds (2 GAR Div 4 §3119 and §3121). **GVB is interested in securing the lowest possible rates and anticipate receipt of price bids from Federal GSA Schedule contractors and others who can provide the services as indicated in this Scope of Work and in a range not inconsistent with those found in Federal GSA Schedule(s).**

2. **OBJECTIVE.** GVB maintains a high volume of usage on the two copiers that currently service office operations. The two existing copiers are Xerox 7970 WorkCentre units. They are networked and serve as copiers, printers, scanners and faxes for the entire bureau.

Reliability and dependability to provide the necessary output is a very critical requirement. The bureau has experienced an increase in demand for scanning and printing, and has determined that the next level of copiers must demonstrate improvements in speed, capacity and reliability.

Dependable and responsive technical support is also a very important requirement for this service. The objective in securing a multi-term contract for GVB’s service copiers is to promote economy and efficiency by obtaining the benefits of sustained volume production and consequent low prices, and by increasing competitive participation in the procurement of services which involve high start-up costs or high phase-in/phase-out costs during change-over of service Contractors, as referenced in 2 GAR Div 4 §3121.

3. **GENERAL SPECIFICATIONS.**

- a. The Guam Visitors Bureau seeks to lease new units designed to meet, but not limited to, the following specifications:

(1) UNIT A refers to the copier to be physically located at (and to support) GVB Finance and Administration.

(2) UNIT B refers to the copier to be physically located in the Supply Room (Copy Room) and supports Marketing, Destination Management and Research Operations. This unit must support a high volume of usage and requires the full range of services in the specifications.

(3) UNIT C refers to the copier that will be an additional unit (for a total of three machines as a complete solution). The proposed physical location is to be

EITHER in the center of the middle hallway in the marketing area, OR in the center of the last hallway in the southern-most part of the building nearest to the Research Department (Electrical power supply and network connection will be provided by the bureau.) The third unit will provide additional support for the Marketing, Destination Management and Research Operations on a smaller scale for lighter jobs requiring basic printing, copying and scanning. This will reduce the usage on Unit B, letting it remain as the main unit for larger and more complex, longer jobs.

| | |
|--------------------|---|
| Standard functions | <p>UNITS A, B Copy, Print, Scan, Fax, Email, Networked</p> <p>UNIT C Copy, Print, Scan, Email, Networked</p> |
| Print speed | <p>UNIT B Minimum print speeds of 70 ppm in color and black & white.</p> <p>UNITS A, C Minimum print speeds of 50 ppm in color and black & white.</p> |
| Duty cycle | <p>UNITS A, B & C GVB would like a pooled print allowance for all units of 14,000 black prints and 22,000 color prints per month, regardless of paper size or toner usage</p> |
| Hard drive | <p>UNITS A, B & C 250 GB (minimum)</p> |
| Processor | <p>UNITS A, B & C 1.4 GHz (minimum)</p> |
| Device memory | <p>UNITS A, B & C 4 GB (minimum)</p> |
| Connectivity | <p>UNITS A, B & C 10/100/1000 BaseT Ethernet, USB direct printing, Wi-Fi, mobile</p> |
| Copy resolution | <p>UNITS A, B & C Minimum 600 x 600 dpi</p> |

| | |
|------------------|---|
| Copy features | UNITS A, B & C Double-sided, color copies, photos and certificates, custom sizes |
| Print resolution | UNITS A, B & C Minimum 1200 x 2400 dpi |
| Print Drivers | UNITS A, B & C PCL and true Adobe Postscript 3 |
| Print features | UNITS A, B & C Double-sided printing, ability to print booklets, ability to monitor and display printing jobs, able to identify jobs by user name and job name, ability to print directly from a USB flash drive. |
| Mobile Printing | UNITS A, B & C Apple, Android, other |
| Scan features | UNITS A, B & C Scan to a USB flash drive, scan to email, scan to a fileserver on the network, scan to cloud - Google Drive (please list others if capable), ability to create a searchable PDF from a scan, save scans in multiple file types, double-sided scanning, ability to scan up to 11 x 17, scan resolution up to 600 dpi, OCR (Optical Character Recognition) capability including searchable and editable, ability to scan while another user is already copying or printing. |
| Fax features | UNITS A, B Ability to fax by dialing directly on unit (for a single telephone line for each unit provided by the bureau), fax to a group, i.e., NEWS MEDIA, fax reports for sending and receiving, fax cover sheets. |
| Security | UNITS A, B & C Security is required for each unit. Provide for local and network authentication, user permissions. Ability to maintain audit logs. 256-bit encryption. Data overwrite (1x, manual & auto), Security must meet the Federal Information Protection Standard (FIPS). Units must meet the security standards set in the Guam Electronic Data Protection Act of 2012. Please provide a list of additional security features with respective prices, if applicable. |

| | |
|-------------------|--|
| Accounting | <p>UNITS A, B & C</p> <p>Ability to create and manage users, ability to track usage by user, set up various levels of access and capabilities for users, set up passwords for users, secure web interface for various management, remote monitoring for consumables and maintenance</p> |
| Document handler | <p>UNITS A, B & C</p> <p>Automatic Document Feeder</p> <p>Min. Capacity: 100 sheets</p> <p>Size: 5.5 x 8.5 in. to 11 x 17 in.</p> |
| Paper capacity | <p>UNITS A, B & C</p> <p>Paper capacity 2,500 sheets minimum</p> <p>UNITS A, B</p> <p>GVB would like the option of a large capacity tray of 2,000 sheets or greater</p> |
| Paper size/Type | <p>UNITS A, B & C</p> <p>Supports all standard paper sizes, custom sizes up to 11 x 17</p> <p>Supports 16 lb. to 110 lb. paper stocks, envelopes, labels</p> |
| Finishing options | <p>UNIT B</p> <p>GVB requires higher finishing capabilities for Unit B, which will be managing larger and more frequent projects to include the capability for 3-hole punching, stapling, creating booklets, folding paper, for all paper sizes specified</p> <p>UNIT A, C</p> <p>For Units A & C, GVB requires (but not limited to) 3-hole punch and stapling capabilities for all paper sizes specified</p> |

b. Other Features (UNITS A, B & C)

- Printer support for the latest OS systems for Mac, Windows, and mobile
- Ability to view the entire print copy and scan activity and cancel or promote print jobs from the machine.
- External stand-alone electric Convenience Stapler
- Unit must display size, color, and kind of stock loaded in each tray.
- Reduction and enlargement capabilities in 1% increments from 25% to 400%.
- Minimum 15 Amp Line Conditioner.
- Energy Star rated.

- c. Maintenance/Supplies (UNITS A, B & C)
- Must use the same consumables to provide compatibility and flexibility (improving up-time)
 - User-replaceable units of major machine components and required printing supplies must be provided in sufficient quantity for on-hand, immediate user replacement, in order to reduce machine downtime
 - A phone/electronic response to maintenance request calls should be within 2 hours minimum. For on-site support, response should be within 4 hours minimum
 - Warranted for 5-year lease period
- d. Technical Support and User Training (UNITS A, B & C)
- Remote electronic diagnostics
 - Software installation on a minimum of 45 workstations (including laptops and mobile handsets as required)
 - Vendor-provided training for a minimum of 45 employees to provide employee capability to operate equipment and software programs

4. **DELIVERY REQUIREMENTS** (UNITS A, B & C)

Delivery is expected sixty (60) calendar days from issuance of contract. Noncompliance with this specification may be viewed as noncompliance with the bid specifications. GVB reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not completed within the time frame(s) specified in the bid. If the Bidder fails to complete authorized deliveries as specified; GVB reserves the right to obtain services by any means GVB deems necessary to fulfill the Bureau's requirements. The Bidder shall be required to reimburse GVB the cost differential of payment for services and that of the contracted price.

Deliver to the following address F.O.B. Destination:

Guam Visitors Bureau
401 Pale San Vitores Road
Tumon, Guam 96913

SECTION XI GVB COPIER LEASE AND MAINTENANCE SERVICE BID SCHEDULE

| BASED ON REQUIREMENTS IN SECTION X: SCOPE OF WORK AND GENERAL SPECIFICATIONS | BID COST | REMARKS |
|--|-----------------------|---------|
| UNIT A: Administration Copier | \$ _____ per month | |
| UNIT B: Marketing, Destination Management and Research Operations Copier | \$ _____ per month | |
| UNIT C: Marketing, Destination Management and Research Operations Copier | \$ _____ per month | |
| Other fees not included in bid cost for each unit. Please specify in Remarks, if necessary. | \$ _____ | |
| TOTAL BID PRICE/MONTH: | \$ _____ per month | |
| TOTAL BID PRICE/60-MONTH LEASE: | \$ _____ | |

NOTES:

1. Bidders are asked to submit bid costs for the multi-term contract as indicated in the Scope of Work (#1).
2. The Bid Cost shall be listed for each unit; and other costs itemized and not included in Unit bid costs shall be justified, as necessary.
3. It is the responsibility of the contractor to determine and perform all the scope of work based on the bid documents.
4. Bid Bond will be 15% of total bid price/60-month lease.