

# GUAM HOUSING AND URBAN RENEWAL AUTHORITY



## **INVITATION FOR BID (IFB#-GHURA-COCC-021-004 IT EQUIPMENT) Desktop Computers, Laptop Computers, Uninterruptible Power Supply (UPS), and NAS Storage**

**START DATE:** March 24, 2021

**DUE DATE:** April 14, 2021

**TIME:** 10:00 AM, CHAMORRO STANDARD TIME

**LOCATION:** BOC Conference Room,  
1st Floor GHURA Main Office,  
Sinajana

**Ray S. Topasna**  
Executive Director

**MEMORANDUM**

March 24, 2021

TO: All Interested Applicants

FROM: Executive Director

SUBJECT: INVITATION FOR BID IFB#GHURA-COCC-021-004 IT Equipment)  
Desktop Computers, Laptop Computers, Uninterruptible Power Supply  
(UPS), and NAS Storage

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Guam Housing and Urban Renewal Authority (GHURA) is soliciting bids from licensed Bidders for IT equipment supply starting March 24, 2021 until April 14, 2021. The bid package may be obtained from GHURA's Main Office in Sinajana starting March 24, 2021. Bids will be opened and read aloud immediately after the closing of the bids in the BOC Conference Room on April 14, 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:

- A description of IT Equipment sought
- Requirements to be met by bidder.

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

1. One (1) original copy and three (3) copies of their bid marked:  
Invitation for Bid: IFB#GHURA-COCC-021-004 IT Equipment  
Desktop Computers, Laptop Computers, Uninterruptible Power Supply (UPS), and NAS Storage
2. Guam Housing and Urban Renewal Authority  
Procurement Division Office  
117 Bien Venida Avenue  
Sinajana, Guam 96910
3. Bids submission shall be received no later than 10:00 a.m., CHST, April 14, 2021. Bids received after the deadline will not be accepted for consideration. Any questions or inquiries shall be directed via email to Greta Balmeo at [gbalmeo@ghura.org](mailto:gbalmeo@ghura.org).

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Ray S. Topasna  
Executive Director

**I. ADMINISTRATIVE REQUIREMENTS**

**1. GENERAL INSTRUCTIONS**

**A. Purpose of this Bid**

Guam Housing and Urban Renewal Authority (GHURA) is soliciting bids from locally licensed vendors for IT equipment. This is not an “All or None” bid. Bidder is not required to bid on all bid items. GHURA maintains the right to award the bid to the lowest most responsive, responsible bidder(s).

The respondent must state clearly of their products. Additionally, the respondent will be selected based on their response 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 Ms. Greta Balmeo, Buyer Supervisor II, via email at [gbalmeo@ghura.org](mailto:gbalmeo@ghura.org).

**D. Procurement Schedule**

Bid issue date:	Wednesday, March 24, 2021
Pre-Bid conference:	Wednesday, March 31, 2021 at 10:00 a.m., CHST
Q/A Deadline from Bidders:	Friday, April 2, 2021 at 5:00 p.m., CHST
GHURA’s Response Deadline:	Tuesday, April 6, 2021 at 5:00 p.m., CHST
Bid Opening:	Wednesday, April 14, 2021 at 10:00 a.m., CHST

**E. Bid Package**

The bid specifications will be made available on the GHURA website at [www.ghura.org](http://www.ghura.org) beginning March 24, 2021.

**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 three (3) 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 10:00 a.m., CHST, on April 14, 2021. Bids submitted after the 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 bidder for all IT equipment upon receipt of Vendor's invoice. Bidder invoices should have all information such as name of GHURA staff, description of item(s), purchase order/blanket purchase agreement number, cost, and must include "a certified true copy" of the invoice. Bidder submitting incomplete invoices not containing the required information may be rejected or subject to delay in payment. Payment terms shall be Net 30 Days from receipt of item(s).

**L. Termination**

GHURA reserves the right to terminate for cause and for convenience of GHURA. See General Terms and Conditions item 38.

**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**

Vendors are required to submit the following documents:

- a. Current business license
- b. Contact for Contract Administration Form,
- c. Vendor Bid Form,
- d. Affidavit Disclosing Ownership and Commissions (AG Form 002),
- e. Non-Collusion affidavit (AG Form 003),
- f. Non-Gratuity Affidavit (AG Form 004),
- g. Affidavit re Ethical Standard (AG Form 005),
- h. Affidavit re Contingent Fees (AG Form 007),
- i. Certifications and Representations of Offerors (HUD Form 5369-C),
- j. Brochures and Descriptive Literature, and
- k. Authorized Retailer/Service Certificate
- l. Any and all addendums

**O. Method of Award**

GHURA reserves the option, depending on the availability of funds, to award a contract to the lowest responsible responsive bidders submitting the lowest bid on Base Bid Item No. 1 and/or Base Bid Item No. 2 and/ or Base Bid Item No.3 and/ or Base Bid Item No.4 and/ or Base Bid Item No. 5 and/ or Base Bid Item No. 6. A bid maybe submitted for either all bid items or any individual Bid Item.

**P. Non-Refundable Bid Packet Payment**

Vendors are required to pay the \$50.00 non-refundable payment for each bid packet before submission of their bid. Non-payment shall result as a non-responsive bid and vendor's bid shall not be considered.

**Q. 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.

**R. SECTION 3 PROGRAMS**

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.

## II. IT Equipment Specifications

Guam Housing and Urban Renewal Authority is soliciting bids from locally license vendors for the following:

### A. Bid Item #1

#### Desktop Computer

**Quantity: 25**

**Form factor:** Tiny, Micro, Mini

**Processor:** 10<sup>th</sup> Generation Intel Core i5 - 10400T

**Memory:** 16 GB DDR4 Dual Channel 2X 8Gb (speed to match processor)

**Drive:** 512GB M.2 NVMe SSD

**Network:** Gigabit Ethernet, Wireless-AC

**USB:** 4 USB ports minimum (2 must be 3.0 ports)

**Display:** Onboard Graphics with 2x Display port or HDMI output (monitor must match)

**Monitor:** 24in. class monitor W/HD Webcam, built in mic and speakers

**Audio:** On-board audio, must have Earphone and Mic ports on the front panel

**Mouse:** Wired USB, Optical, 3 button w/scroll wheel

**Keyboard:** Wired USB, Standard US layout

**Operating System:** Genuine Microsoft Windows 10 Pro

**Software:** Genuine Microsoft *Office Home and Business 2019 Retail* (No VLK or 3<sup>rd</sup> party licenses)

**Warranty:** 3 Year on-island Parts and Labor Warranty

**Must be Authorized reseller**

### B. Bid Item #2

#### Desktop Computer

**Quantity: 2**

**Form factor:** Mid Tower

**Processor:** 10<sup>th</sup> Generation Intel Core i7 – 10870H

**Memory:** 32 Gb DDR4 Dual Channel 2X 16 Gb (speed to match processor)

**Drive:** 1TB M.2 NVMe SSD

**Network:** Gigabit Ethernet, Wireless-AC

**USB:** 6 USB ports minimum (4 must be 3.0 ports)

**Display:** Add-in PCIe Graphics card with 3 Display ports (minimum)

**Monitor:** 32in. class monitor W/HD Webcam, built in mic and speakers

**Audio:** On-board audio, must have Earphone and Mic ports on the front panel

**Mouse:** Wired USB, Optical, 3 button w/scroll wheel

**Keyboard:** Wired USB, Standard US layout

**Operating System:** Genuine Microsoft Windows 10 Pro

**Software:** Genuine Microsoft *Office Home and Business 2019 Retail* (No VLK or 3<sup>rd</sup> party licenses)

**Warranty:** 3 Year on-island Parts and Labor

**Must be Authorized reseller**

**C. Bid Item #3**

**Laptop Computer**

**Quantity: 1**

**Display:** 15.6 in. LED Display W/HD webcam and mic

**Processor:** Intel Core i5-9<sup>th</sup> gen (or better)

**Memory:** 16 GB DDR4 Dual Channel 2X 8Gb (speed to match processor)

**Hard Drive:** 512 GB PCIe NVMe M.2 SSD (or better)

**Lan:** 1000 BaseT

**Wireless:** 802.11a/b/g/n/ac and Bluetooth 4.0 (or higher)

**Audio:** Onboard Audio

**USB:** 3 ports minimum. Must have 2 USB 3.0 Ports

**Keyboard:** US English QWERTY LED backlit Keyboard.

**Speakers:** Integrated

**Operating System:** Genuine Windows 10 Pro

**Additional Software:** Genuine Microsoft Office Home & Business 2019 (must include license), (No Trial or VLK)

**Bag:** Laptop Bag

**Warranty:** 3 Year (on-island) Parts and Labor

***Must be Authorized reseller***

**D. Bid Item #4**

**Laptop Computer**

**Quantity: 1**

**Display:** 17.3 in. 1080p LED Display W/HD webcam and mic

**Processor:** Intel Core i7 10<sup>th</sup> gen (or better)

**Memory:** 16 GB DDR4 Dual Channel 2X 8Gb (speed to match processor)

**Hard Drive:** 512 GB PCIe NVMe M.2 SSD (or better)

**Lan:** 1 Gb

**Wireless:** 802.11a/b/g/n/ac and Bluetooth 4.0 (or higher)

**Audio:** Onboard Audio

**USB:** 3 ports minimum. Must have 2 USB 3.0 Ports

**Keyboard:** US English QWERTY LED backlit Keyboard.

**Speakers:** Integrated

**Operating System:** Genuine Windows 10 Pro

**Additional Software:** Genuine Microsoft Office Home & Business 2019 (must include license), (No Trial or VLK)

**Bag:** Laptop Bag

**Warranty:** 1 Year (on-island) Parts and Labor

***Must be Authorized reseller***



E. **Bid Item #5**

**NAS Storage**

**Quantity: 1**

**Synology RackStation RS3617xs+ (or equivalent)**

**Form factor:** Rack mount chassis with sliding rails

**USB:** 2X USB 3.0 Rear

**Drive bays:** Minimum of 12 3.5" SATA drive bays

**Raid Controller:** SATA, raid 5, 10 capable

**Drive types:** 8x 8TB 7200 rpm SATA 6Gb 3.5in Hard Drives

**Network interfaces:** 2x 10 Gigabit Ethernet (RJ-45), 4x 1 Gigabit Ethernet (RJ-45)

**Power supply:** 2x redundant, hot-swappable

**Warranty:** Minimum, 3-year on-island parts and labor

***Must be Authorized Reseller***

F. **Bid Item #6**

**Uninterruptible Power Supply (UPS)**

**Quantity: 20**

- Lay down type with outlets facing up
- Minimum of 4 outlets with battery backup and additional 4 outlets with surge protection
- 90 degree angled and grounded power plug (5-15P)
- 450 Watts /750 VA (or better)
- Surge suppression of 800 Joules (or better)
- Minimum 1 year warranty

**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 do hereby submit my bid for IFB#GHURA-COCC-021-004 IT Equipment and certify that all requirements under this bid shall be adhered to.

BID ITEM #1: Desktop Computer (Tiny) QTY: 25 \$ \_\_\_\_\_

Cost per item: \$ \_\_\_\_\_

BID ITEM #2: Desktop Computer (Mid Tower) QTY: 2 \$ \_\_\_\_\_

Cost per item: \$ \_\_\_\_\_

BID ITEM #3: Laptop Computer (15.6 in) QTY: 1 \$ \_\_\_\_\_

Cost per item: \$ \_\_\_\_\_

BID ITEM #4: Laptop Computer (17.3 in) QTY: 1 \$ \_\_\_\_\_

Cost per item: \$ \_\_\_\_\_

BID ITEM #5: NAS Storage QTY: 1 \$ \_\_\_\_\_

Cost per item: \$ \_\_\_\_\_

BID ITEM #6: Uninterruptible Power Supply (UPS) QTY:20 \$ \_\_\_\_\_

Cost per item: \$ \_\_\_\_\_

Total Bid Price: \$ \_\_\_\_\_

PRINT FULL NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

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

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

**CONTACT FOR CONTRACT ADMINISTRATION**

**IFB#GHURA-COCC-021-004 IT EQUIPMENT  
DESKTOP COMPUTERS, LAPTOP COMPUTERS,  
UNINTERRUPTIBLE POWER SUPPLY (UPS), and NAS  
STORAGE**

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

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Fax: \_\_\_\_\_

Mailing Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# General Terms and Conditions

## IFB#GHURA-COCC-021-004 IT EQUIPMENT

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 five 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:

- 1) Price of items offered.
- 2) Genuine and quality of items offered.
- 3) The ability, capacity and skill of Bidder to perform.
- 4) Whether the Bidder can perform promptly or within a specified date.
- 5) The quality of performance of the Bidder with regards to awards previously made to him or her.
- 6) The previous and existing compliance by the Bidder with laws and regulations relative to procurement.
- 7) The sufficiency of the financial resources and ability of the Bidder to perform.
- 8) The ability of the Bidder to provide future maintenance and services for the subject of the award.
- 9) 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 waiving 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 have the appliances on island and ready to deliver no later than fortyfive (45) 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:  
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.

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.

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.

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.

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)

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.

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.