



JUDICIARY OF GUAM

Guam Judicial Center
120 West O'Brien Drive
Hagatna, Guam 96910
www.guamcourts.org

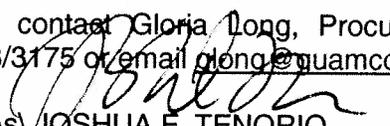
Invitation For Bid No. 16-04

The Judiciary of Guam is accepting bids from qualified vendors for Pressurized Cleaning and Exterior Painting of the Guam Judicial Center, Guam Historical Courthouse and Emergency Generator House.

Interested and qualified vendors may pick up copies of the bid documents at the Procurement Office located in the Guam Judicial Center, 1st floor, 120 West O'Brien Drive Hagatna, Guam beginning **Friday, March 11, 2016 from 8:00 a.m. to 5:00 p.m. except holidays.** or visit the Judiciary's website <http://www.guamcourts.org/information/proc.html> to obtain an electronic copy of the IFB and for any periodic updates.

All bids must be submitted to the Procurement Office no later than **2:00 p.m., March 25, 2016.** All bids will be publicly opened and read aloud on that said date and time at the Administrator of the Courts Conference Room, 1st floor, Guam Judicial Center, 120 west O'Brien Drive, Hagatna Guam 96910.

For more information, please contact Gloria Long, Procurement & Facilities Mgt. Administrator at 475-4333/3393/3175 or email plong@guamcourts.org.


s/ JOSHUA F. TENORIO
Administrator of the Courts

The Judiciary of Guam is an equal opportunity provider and employer.

Instructions to all Bidders

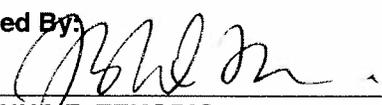
If you are obtaining an electronic copy of this IFB 16-04 through this website and is interested in submitting a bid, it is highly suggested that you also register with the Procurement Office to make sure that you're informed of any amendments to this IFB. You may register by e-mailing:

Marissa Antonio at mantonio@guamcourts.org
and/or jpcepeda@guamcourts.org

and provide the following information in your e-mail:

- 1. Company Name**
- 2. Company Mailing Address**
- 3. Company Phone and Fax Numbers**
- 4. Point of Contact**
- 5. E-mail address for point of contact**

If you have any questions feel free to contact the Procurement Office at 475-3175/3393.

Issued By:  <hr/> JOSHUA F. TENORIO, Administrator of the Courts	Address: JUDICIARY OF GUAM GUAM JUDICIAL CENTER PROCUREMENT SECTION 120 WEST OBRIEN DRIVE HAGÁTÑA GUAM 96910 Tel: (671)475-3393 Fax: (671)477-8009
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Date Issued: March 11, 2016	BID INVITATION NO.: 16-04
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INSTRUCTION TO BIDDERS:

INDICATE WHETHER: INDIVIDUAL PARTNERSHIP CORPORATION

INCORPORATED IN:

This Bid shall be submitted in quintuplicate, sealed to the issuing office above no later than (Time) **2:00 p.m.** (Date) **March 25, 2016, Guam Standard Time**, and shall be publicly opened. Bids submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions and Sealed Bid Solicitation for details.

SCHEDULE

Item No.	Supplies or Services	Qty.	Time of Delivery
1.	Pressurized Cleaning and Exterior Painting of the Guam Judicial Center, Guam Historical Courthouse and Emergency Generator House. (See Section V for Scope of Services)	1 job	30 Days from Issuance of Notice to Proceed

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

NAME AND ADDRESS OF BIDDER: _____ _____ _____ _____	SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGN THIS BID: _____ <p style="text-align:center;">Print Name & Signature</p> _____ <p style="text-align:center;">Title</p>
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AWARD:	CONTRACT NO.:	AMOUNT:	DATE:
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Accepted as to items numbered 	By: <p style="text-align:right;">Contracting Officer</p>
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JUDICIARY OF GUAM

Invitation for Bid (IFB) No. 16-04

Item no	Description	Delivery Time
1.	Pressurized Cleaning and Exterior Painting of the Guam Judicial Center, Guam Historical Courthouse and Emergency Generator House. (See Section V. Scope of Services)	<u>30 days</u> from Notice to Proceed (NTP)

I. GENERAL INFORMATION:

Purpose: This Bid Invitation is issued to solicit bids from qualified vendors for water blasting and painting of the Guam Judicial Center, Guam Historical Courthouse and Emergency Generator House for the Judiciary of Guam, as specified in Section V. Scope of Services.

Authority: This Bid Invitation is governed by the Judicial Council of Guam Procurement Regulations adopted on March 19, 2004, as amended, and the applicable laws of Guam.

Issued By: Joshua F. Tenorio, Administrator of the Courts (Purchasing Officer)
Judiciary of Guam
Guam Judicial Center
120 West O'Brien Drive
Hagatna, Guam 96910

Date Issued: This Bid is issued March 11, 2016.

Date Due: All original copies of bids must be submitted by 2:00 p.m. on March 25, 2016, Guam Standard Time. All bids will be opened and read aloud at the Administrator of the Courts' Conference Room on that said date and time. Late bids will not be considered.

Question/Inquiries Deadline: The last day that the Judiciary will receive questions or inquiries regarding this bid is March 22, 2016 at 5:00 p.m.

Proposals: One (1) original and four (4) copies of the bids must be submitted in a sealed envelope addressed to the Judiciary of Guam and clearly marked "IFB no. 16-04". The bidder's name, address and phone numbers must also be identified on the envelope.

Place: Bids must be submitted to:
Office of the Procurement & Facilities Management Division
Guam Judicial Center, 1st floor
120 West O'Brien Drive, Hagatna, Guam 96910

Questions: Questions concerning this IFB may be directed to:
Procurement & Facilities Management Division
Ms. Gloria Long
Procurement & Facilities Management Administrator
Guam Judicial Center
120 West O'Brien Drive
Hagatna, Guam 96910
Tel: (671) 475-3433/3175/3393 Fax: (671) 477-8009
Email: glong@guamcourts.org and/or mantonio@guamcourts.org

Conference/Site-Visit: A pre-bid conference and site-visit is schedule on March 17, 2016 at 9am to explain procurement requirements and a site-visit will follow after. Notice of a pre-bid conference will be sent to all prospective bidders known to have obtained this Bid Invitation.

II. AMENDMENTS/ADDENDUMS TO BID INVITATION

Amendments/addendums to Invitation for Bid shall be identified as such and shall require that each bidder acknowledge receipt of all amendments/addendums issued in their proposal. **Failure to acknowledge any amendments/addendums issued shall result in disqualification from the bid.** Amendments/Addendums shall be sent to all prospective bidders known to have obtained this Invitation for Bid. Amendments/addendums shall be distributed within a reasonable time to allow prospective bidders to consider them in preparing their bids.

Amendment/Addendum no.	Date
_____	_____
_____	_____
_____	_____

III. MODIFICATIONS OR WITHDRAWAL OF BIDS

Bids may be modified or withdrawn by bidders by written notice submitted prior to the date and time set for bid opening. Bidders must correct mistakes in their bids by submitting a timely modification or withdrawing and resubmitting bids. Late modifications or withdrawals will not be considered.

IV. OPENING OF BIDS, PUBLIC INSPECTION, PROPRIETARY INFORMATION

Bids shall be opened in public at the time and place stated in the public notice. Each bid, with the name of the bidder, shall be entered on a written record. The opened bids shall be available for public inspection except those parts of each bid that have been designated as trade secrets or proprietary data. Such trade secrets or proprietary data must be clearly designated and readily separable from the bid. Prices and contractual terms shall not be deemed secret or proprietary and shall be available for public inspection.

V. SCOPE OF SERVICES

Bids are being solicited only from responsible and established bidders known to be experienced and regularly engaged in this work.

Item no.	Description of Services	Completion Time
1.	Pressurized Cleaning and Exterior Painting of the Guam Judicial Center, Guam Historical Courthouse and Emergency Generator House.	<u>30 days</u> from NTP

A. SPECIFICATIONS

1. Pressurized Cleaning – Contractor shall provide all labor, materials, and equipment to perform the work.

Pressurized cleaning with a minimum of 3000psi to remove all mildew, peeling, blistering and flaking paint, residue, salt, or other foreign matter and by means of wire brushing or hand tool scraping.

- a. Work must be performed during working hours (7am-5pm) at these following areas:
 - * Open Areas
 - * Justices/Judges Parking Lot (Exterior)
 - * Windows and Window Frames

- b. Work must be performed after-working hours (5:00pm-6:30pm), weekends and holidays at these following areas:
 - * Main Entrances/Exits (Guam Judicial Center & Guam Historical Courthouse)
 - * Justices/Judges Parking Lot (Interior)
 - * Official Vehicle Parking Lot
 - * Designated Smoking Area
 - c. Must secure all equipment and materials daily to include cleanup and disposal of paint chips and gutter debris.
2. Surface Preparation- Proper surface preparation is the responsibility of the Contractor. Surfaces shall be prepared in accordance with industry standards. The surfaces of the building shall be adequately cleaned and prepared to allow for long-term adhesion of the final paint coatings.
- a. Repair any damaged areas by patching, de-rust, or repair any spalling.
 - b. Caulk where necessary the perimeter of exterior doors and windows with urethane sealant.
3. Painting - Contractor shall provide all labor, materials, and equipment to perform the work.
- a. Paint shall be the same color as the existing or similar colors. **(See Exhibit A for paint specifications).**
 - b. Paint all the exterior of the buildings to include plaster surfaces, railings, flowerbeds, bollards, ramps, steps, metal downspouts, roof fascia and trim.
 - c. Parapet, walls and other surfaces shall be painted with one coat of exterior primer before application of the final coat.
 - d. Contractor is required to submit sample(s) of paint(s) for color selection and quality inspection prior to commencement of work.
 - e. Contractor shall be responsible for and use care in the protection of the owner's property such as windows, shrubbery and walkways. Contractor shall protect all areas not in this scope of work from paint or damage. Contractor shall arrange for cars and vehicles to be removed from the work area to safeguard against possible damage.

f. Work must be performed during working hours (7am-5pm) at these following areas:

- * Open Areas
- * Justices/Judges Parking Lot (Exterior)
- * Windows and Window Frames

g. Work must be performed after-working hours (5:00pm-6:30pm), weekends and holidays at these following areas:

- * Main Entrances/Exits (Guam Judicial Center & Guam Historical Courthouse)
- * Justices/Judges Parking Lot (Interior)
- * Official Vehicle Parking Lot
- * Designated Smoking Area

B. BID PRICE

Bid price shall include the supply of all materials, equipment, and labor costs for water blasting and painting of the Guam Judicial Center, Guam Historical Courthouse, and the Emergency Generator buildings.

Buildings Square footage	
Guam Judicial Center	139,365 square feet
Guam Historical Courthouse	25,261 square feet
Emergency Generator House	540 square feet

Item no.	Description of Services	Completion Time	Bid Price
1.	Pressurized Cleaning and Exterior Painting of the Guam Judicial Center, Guam Historical Courthouse and Emergency Generator House.	<u>30 days</u> from NTP	\$ _____

C. ADDITIONAL REQUIREMENTS:

1. Labor and Materials

Contractor shall furnish all labor, material and equipment for the execution of the work.

2. Compliance with Safety Rules and Regulation and Occupational Safety and Health Standards.

- a. Operators must be certified to operate a lift and any other equipment to complete the job, and must provide a copy of certification and submit with the bid proposal.
- b. Contractor shall rope off and erect warning signs in areas where overspray, dripping, or any damage or injury could occur.
- c. All tools, equipment and work methods shall be in compliance with applicable OSHA regulations.

3. Work Schedule, Materials and Equipment Storage

- a. Contractor shall perform the work during working hours, after regular working hours or on Sundays or legal holidays without additional expense to the Judiciary.
- b. Contractor shall store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractors.

4. Contractor's and Subcontractor's Insurance

- a. The Contractor shall not commence work under this contract until he has obtained all the insurance required hereunder and such insurance has been approved by the Judiciary, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Approval of the insurance by the Judiciary shall not relieve or decrease the liability of the Contractor hereunder.
- b. Workman's Compensation and Employer's Liability Insurance - The Contractor shall take out and maintain during the life of this contract the statutory Workman's Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the project under his contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Workman's Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.
- c. Bodily Injury Liability and Property Damage Liability Insurance - The Contractor shall take out and maintain during the life of this contract such Bodily Injury Liability and Property Damage Liability Insurance as

shall protect him and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from operations under this contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than:

- (1) Bodily Injury Liability Insurance, in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) for injuries including wrongful death, resulting from one accident.
 - (2) Property Damage Insurance, in an amount not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) for damages resulting from any one accident and in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) for damages resulting from all accidents.
- d. Judiciary's Protective Liability Insurance - The Contractor shall take out and furnish to the Judiciary and maintain during the life of this contract complete Judiciary's protective liability insurance in amounts as specified in paragraph 12 (c-f), above, for bodily injury liability insurance and for property damage liability insurance.
- e. For risks to the machinery, apparatus, materials, equipment, and structures, the Contractor will assume responsibility for all damage and indemnify the government as to third parties.

5. Inclement Weather

- a. Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and other construction codes shall be observed.
- b. Should typhoon or tropical storm warnings be issued, the Contractor shall take every practicable precaution to minimize damage and/or danger to persons, to the work, and to the owner's and adjacent properties. These precautions shall include closing all openings, removing all loose materials, tools and or equipment from exposed locations, and removing or securing scaffolding and all other temporary work.

6. Protection of Work and Property

The Contractor shall at all times safely guard the Judiciary's property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own work and that of adjacent property (as provided by law and the contract documents) from damage. All passageways, guard fences, lights and

other facilities required for protection and safety by Federal or Guam laws and regulations and local conditions must be provided and maintained.

7. Responsibility of Contractor to Act in Emergency

In case of an emergency which threatens loss or injury of property and/or safety of life, the Contractor shall act, without previous instructions from the Judiciary or Contracting Officer, as the situation may warrant. The Contractor shall notify the Contracting Officer or his representative thereof immediately thereafter of any compensation claimed by him. Substantiating documents regarding expenses shall be submitted to the Judiciary through the Contracting Officer and the amount of compensation shall be determined by agreement or arbitration.

8. Use of Premises and Removal of Debris

The Contractor expressly undertakes at his own expense:

- a. to take every precaution against injuries to persons or damages to property;
- b. to comply with the regulations governing the operation of premises which are occupied and to perform his contract in such a manner as not to interrupt or interfere with the operation of other facilities;
- c. to perform any work necessary to be performed after regular working hours or on Sundays or legal holidays without additional expense to the Judiciary;
- d. to turn over any removed items in good condition to the Judiciary of Guam Facilities and Maintenance office.
- e. to store any apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractors.
- f. to place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work;
- g. to frequently, and as a minimum, daily, clean up all refuse, rubbish, scrap materials and debris caused by his operation, so that at all times the site of the work shall present a neat, orderly and workmanlike appearance;
- h. before final payment, to remove all surplus material, false work, temporary structures, and debris of every nature resulting from

Contractor's operations and to put the site in a neat and orderly condition, and to thoroughly clean and leave paint-free all surfaces and area not included in the project.

- i. turnover any excess paint materials to the Judiciary of Guam Facilities and Maintenance office.

9. Obstructions

The Contractor shall at his own expense remove all obstructions, the removal of which shall be necessary for the proper reception, performance, construction, installation and completion of all work under this contract.

10. Site of Contractor's Operations

The Contractor shall confine all construction operations within the vicinity of the site and shall arrange work so that all construction materials and equipment are placed in such manner and location that there may be a minimum of interference or inconvenience inflicted upon the public as well as building tenants and employees of the Judiciary of Guam.

11. Barricades

The Contractor shall erect, install and maintain all temporary public walks, warning signs, barricades or other protective means in and around the site as deemed necessary or as may be ordered by the Contracting Officer for the effective protection of the public from injury and shall be held strictly liable for their safety.

12. Electrical Energy

Judiciary of Guam will make sources of electrical power available for use by the Contractor for the duration of this project provided that such consumption and use of such sources will not interfere with or restrict the operation of the Judiciary of Guam personnel. The Contractor shall provide and safely make his own connections to such power sources as well as provide all lightning as required and necessary in the progress of any branch of the work, including all temporary wiring. The Judiciary of Guam will not assume any responsibilities for assuring that its power sources will suit or satisfy the Contractor's power requirements.

13. Water

The Judiciary of Guam will make sources of water service available for use by the Contractor for the duration of this project, provided that the consumption and

use of such sources will not interfere with or restrict the operation of the Judiciary of Guam personnel. The Contractor shall provide and safely make his own connections to such power sources as well as provide all lighting as required and necessary in the progress of any branch of the work, including all temporary wiring. The Judiciary of Guam will not assume any responsibility for assuring that its power sources will suit or satisfy the Contractor's water requirements.

14. Materials and Workmanship

Unless otherwise specified, all materials, and equipment incorporated in the work under the contract shall be new. All workmanship shall be first class and by persons qualified in the respective trades.

15. Parking

The Contractor and all his employees shall park at the DOA overflow parking lot adjacent to the Academy of Guam. There shall be no parking by the Contractor in the Guam Judicial Center parking lot Monday thru Friday during the project.

16. Samples

- a. The Contractor shall furnish for the approval of the Contracting Officer any samples required by the specifications or that may be required by the Contracting Officer of any and all materials or equipment he proposes to use and shall prepay all shipping charges on the samples.
- b. No samples are to be submitted with bids.
- c. No materials or equipment of which samples are required to be submitted for approval shall be used on the work until such approval has been given by the Contracting Officer, except only at the Contractor's risk and expense.
- d. The approval of any sample shall be only for characteristics or for the uses named in such approval and no other. No approval of a sample shall be taken in itself to change or modify any contract requirements. When a material has been approved, no additional sample of that material will be considered and no change in brand or make will be permitted. Approved samples of hardware in good condition may be suitably marked for identification and be used in the work.

17. Guarantee of Work

- a. Except as otherwise specified, all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment, or workmanship for a period of five (5) years from the date of final completion of the contract.

- b. If, within any guarantee period, repairs or re-painting are required in connection with guaranteed work which, in the opinion of the Contracting Officer, is rendered necessary as the result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the contract, the Contractor shall promptly upon receipt of notice from the Judiciary, and without expense to the Judiciary; execute such corrective actions necessary to complete said work.
- c. In any case wherein fulfilling the requirements of the contract or of any guarantee embraced in or required thereby, the Contractor disturbs any work guaranteed under another contract, he shall restore such disturbed work to a condition satisfactory to the Contracting Officer and guarantee such restored work to the same extent as it was guaranteed under such other contract.
- d. If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the Judiciary may have the defects corrected and the Contractor and his surety shall be liable for all expenses incurred.
- e. All special guarantees applicable to definite parts of the work which are stipulated in the specifications or other papers forming a part the contract shall be subject to the terms of this paragraph during the first year of the life or such special guarantee.

18. Defective Work

No work or material which may be defective in construction or quality or deficient in any of the requirements of the drawings and specifications will be considered accepted as a consequence of the failure of the Contracting Officer or his representatives to discover or to point out said deficiencies during the construction; nor will the presence of an inspector of the work or documentation of inspection of the work relieve the Contractor from the responsibility of securing the quality and/or progress of the work required by these specifications.

Any defective work that may be discovered before the completion of the work, or within such time are required by the bond, shall be replaced by work and materials that shall conform to the spirit and intent of the drawings, specifications, contract and bid proposal. The fact that the Contracting Officer or his representative may have overlooked defective work shall not constitute the acceptance of work. **NO PAYMENT WHETHER PARTIAL OR FINAL, SHALL BE CONSTRUED TO BE AN ACCEPTANCE OF DEFECTIVE WORK OR IMPROPER MATERIALS.**

The Contracting Officer may at any time by order given in writing, stop any work not being done safely or according to drawings and specifications; and any order so given shall not in any way terminate, cancel, or abrogate the contract or any part thereof, and the Judiciary of Guam shall not in any way be responsible for the delay due to stopping the work as aforesaid.

19. INSPECTION OF WORK

a. Access to the Work

The Contracting Officer, Guam regulatory agencies and their representatives shall have access at all times to the work for inspection whenever it is in preparation or progress and the Contractor shall provide proper facilities for such access and inspection.

b. Inspectors

Inspectors may be placed by the Contracting Officer, to observe and inspect each and every subdivision of the work or any parts or process thereof. The Contracting Officer and the inspectors shall have free access to all parts of the work at all times and shall be given or provided every facility, information and means for thoroughly inspecting the work done and the materials used or to be used.

c. Inspection

- i. All material and workmanship (if not otherwise designated by the specifications) shall be subject to inspection, examination and testing by the Contracting Officer at any and all times during construction. The Contracting Officer shall have the right to reject defective material and workmanship or require its correction. Rejected workmanship shall be satisfactorily corrected, and rejected material shall be satisfactorily replaced with proper material and the Contractor shall promptly segregate and remove the rejected material from the premises.
- ii. Should it be considered necessary or advisable by the Contracting Officer at any time before final acceptance of the entire work to make an examination of work already completed by removing or tearing out same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material required for such examination. If such work is found to be defective in any material respect due to the fault of the Contractor or his subcontractor, the Contractor shall defray or otherwise pay for all expenses of such examination and of satisfactory reconstruction. If, however, such work involved in the examination is found to

meet contract requirements, the cost of conducting the test and reconstruction plus five percent (5%) shall be allowed the Contractor and he shall, in addition, if completion of the work has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

d. Final Inspection

When the work is substantially completed the Contractor shall notify the Contracting Officer, in writing, that the work will be ready for final inspection and testing on a definite date which shall be stated in such notice. The notice shall be given at least five (5) days in advance of said date.

20. TIME FOR PERFORMANCE

The Contractor agrees that the work under this Contractor shall be prosecuted regularly, diligently and without interruption at such rate of progress as will ensure full completion thereof within the time specified.


JOSHUA F. TENORIO
Administrator of the Courts

3/10/16
Date

EXHIBIT

A

SCOPE OF SERVICES
AND
PAINT SPECIFICATIONS

EXHIBIT A
IFB 16-04
SCOPE OF SERVICES AND PAINT SPECIFICATIONS
for Painting of Guam Judicial Center,
Guam Historical Courthouse and Emergency Generator House

PART 1 GENERAL

- 1.1 DESCRIPTION.
- 1.1.1 **Work Excluded:** Painting of Doors and Window frames and sills are is excluded from this project.
- 1.1.4 Description: Furnish all labor, materials and equipment required to complete all exterior painting and finishing of exposed-to-view surfaces as specified herein.
- 1.1.6 Scope: In general, the principle items of work include the following:
- 1.1.6.1 Preparation of surfaces for the work of this section.
- 1.1.6.2 Painting and finishing of all exposed-to-view exterior surfaces, except as otherwise indicated or specified.
- 1.1.6.3 Field painting of all exposed-to-view mechanical and electrical items such as pipes, ducts, hangers, conduits, and like items in areas scheduled to be painted. Field painting of factory finished equipment is not required.
- 1.1.6.4 Field painting of all metal doors and frames is not included.
- 1.1.6.5 Where items or surfaces are not scheduled or specifically mentioned, paint these items the same as adjacent similar materials or areas. If color or finish is not designated, the Contracting Officer will select these from standard colors available for the materials systems specified.
- 1.1.6.6 Back-priming millwork and sheet metal items.
- 1.1.6.7 Paint touch-up of all scratched, dented, blemished, or otherwise disfigured paint on all surfaces as called for herein which occurs prior to the acceptance of the building by the Contracting Officer.

IFB 16-04 Exhibit A

Painting

minimums that shall be applied. Additional coats will be required if tests indicate total mil thickness was not provided. Additional coats shall be at the Contractor's expense.

1.3 REFERENCE Standards

1.3.1 General: The following publications of the issues below, but referred to hereinafter by basic designation only, form a part of this specification to the extent indicated by the references thereto:

1.3.1.1 Steel Structures Painting Council (SSPC):

SSPC-SP 1-82 Solvent Cleaning.

SSPC-SP 2-82 Hand Tool Cleaning.

SSPC-SP 3-82 Power Tool Cleaning.

1.4 SUBMITTALS: As directed below.

1.4.1 Samples: Using materials from list, prepare and submit approved samples of each type of finish to the Contracting Officer and color for approval. These samples the Contracting Officer's shall match existing paint as closely required until colors and as possible.

1.4.1.1 Paint finish samples shall be prepared on 8-1/2 inch by 11 inch heavy, durable non-porous paper. Label samples with color number, name and date. Provide three (3) separate samples each.

1.4.2 List of Products: Submit complete list of products proposed for use and obtain Contracting Officer's approval; identify each paint material by manufacturer's name, product name, and number, and surfaces to which said material is to be applied. Include manufacturer's data and description of all products, if other than that specified.

1.4.3 Extra Stock: Furnish Owner with 5 gallon can of each color of top coat used. All extra paint shall be drawn from first lot shipment and be in unopened containers. All extra paint shall be delivered to the Owner upon completion of the work; store where directed.

1.4.4 Color Formula List: At time of acceptance of the project, furnish to Owner a typewritten list of colors used with either the color formula or the paint manufacturer's identifying number.

1.5 PRODUCT DELIVERY, STORAGE & HANDLING.

1.5.1 Product Handling: Deliver materials to site in sealed, original, labeled containers bearing manufacturer's name, type of material, brand name, color designation, and instructions for mixing and thinning. All containers of paint shall remain unopened until required for use.

Painting

- 1.5.2 Storage: Store materials when not in actual use in a place specifically assigned for that purpose which is dry and out of direct sunlight. Materials shall be stored in a manner so as not to exceed the manufacturer's temperature limitations. In all cases, the storage and handling of materials shall conform to the requirements of the manufacturer and the applicable safety requirements of the manufacturer.
- 1.5.3 Precautions: Take all precautions to prevent fire; open containers of inflammable materials only when needed; keep rubbing cloths and oily rags in tightly closed containers and remove from site daily. Fire or other damage due to spontaneous combustion or other means shall be the painting contractor's responsibility.
- 1.5.3.1 When toxic or explosive solvents are used, the painting contractor shall take all necessary precautions as recommended by the manufacturer. In all cases, the handling and use of toxic or explosive solvents, including adequate ventilation and respirators, shall conform to the requirements of the applicable safety regulatory agencies and manufacturer's Material Safety Data Sheets.
- 1.6 JOB CONDITIONS:
- 1.6.1 Environmental Conditions:
- 1.6.1.1 Temperature: Unless otherwise recommended by paint manufacturer, apply no paint and or finishes when the surface and ambient temperature is below 50- deg. F. for emulsion paints and below 45 deg. F. for other paints and finishes.
- 1.6.1.2 Weather: Apply no paint and/or finishes during damp and inclement weather or during excessively windy weather. Exterior painting shall not be done before the structure has sufficiently dried out and is in acceptable condition for painting. Surfaces shall be painted only when moisture content is at a safe level to achieve proper adhesion.
- 1.6.2 Lighting: Work under this section shall not proceed unless adequate lighting is available. Lighting level on surfaces to be painted or finished shall be a minimum of 50 candlepower per square foot.
- 1.6.3 Ventilation: Provide adequate ventilation as required for the type of paint and cleaning materials used. If necessary, consult paint manufacturer for recommendations.
- 1.6.4 Protection: Provide drop cloths, barricades, or other forms of protection necessary to safeguard work of other trades and as required to protect painted work from damage.
- 1.6.4.1 All surfaces adjacent to the painting operations shall be completely protected from splashed, dropped, or run-over paint materials. Extreme care shall be taken that no paint is deposited upon surfaces not scheduled to receive paint.
- 1.6.4.2 Protective coverings shall be secured against wind and shall be

IFB 16-04 Exhibit A

vented to prevent collection of moisture on covered surfaces.

- 1.6.4.3 Provide "wet paint" signs as required to protect newly painted surfaces. Any surfaces which have been damaged or surfaces which have been splattered shall be cleaned, restored, or replaced to the satisfaction of the Contracting Officer.
- 1.6.5 Coordination: Review other sections of this specification in which prime paints are to be provided to ensure compatibility of total coating system for various substrates. Notify the Contracting Officer in writing of any anticipated problems using specified coating systems with substrates primed by others.

1.7 TESTING FOR ADHESION .

1.7.1 Field Testing: Painting contractor shall field test all primers which are to be applied directly to surfaces which have been previously painted as well as those surfaces which have not been painted and are scheduled to be painted. The purpose of this field testing will be to ensure compatibility and total adhesion of the materials to the various substrates.

1.7.1.1 Field test materials on a small area. Notify the Contracting Officer if results of any test is not in total conformance with the paint manufacturer's specifications. It shall be the responsibility of the painting sub-contractor to ensure that satisfactory results are achieved in field testing. Commencement of work constitutes full responsibility for any resulting unsatisfactory finish.

1.8 RIGHT OF REJECTION •

1.8.1 General: The Contracting Officer shall have the right to reject all materials or work that does not comply with these specifications, and he will order work so rejected to be redone at a time suitable to the project schedule. Work rejected by the Contracting Officer and ordered to be redone shall be done at the Contractor's expense, and at no extra cost to the Owner. It shall be clearly understood that the requirements of this specification are to produce an excellent, first class job in complete conformance with the best practices of the trade and this specification.

PART 2 PRODUCTS

2.1 MATERIALS.

2.1.1 General: Paint and finishing materials, unless otherwise specified, are manufactured by Sinclair Paint Co., and are intended to signify type and quality of materials required, and shall not be considered as restricting materials to that manufacturer. See paragraph 4.1 - Paint Schedule for types of finishes and products.

2.1.1.1 Equal "first quality" commercial products manufactured by Dunn-Edwards, Pratt and Lambert, Glidden, Du Pont, Sherwin-Williams,

IFB 16-04 Exhibit A

Painting

Kelly-Moore, Pittsburg, and Fuller O'Brien may be bid subject to the approval of the Contracting Officer in accordance with Section 01600. In all cases, paint products shall meet the current EPA and CARB rules and regulations.

- 2.1.1.2 Primers, intermediate, and finish coats in each paint system shall be products of one manufacturer.
- 2.1.1.3 Paint materials used on the project shall conform to local air pollution control regulations.
- 2.1.1.4 All paint products used on the projects shall contain a mildewcide formulated to resist the growth of mildew.
- 2.1.1.5 Paint sub-contractor shall be responsible for providing primer and finish coats which are compatible with each other and with prime coats provided under other sections. Provide barrier coats over incompatible primers or remove and re-prime as required.
- 2.1.2 Tinting: Each undercoat shall be a lighter shade than finish coat so that number of coats can be easily discerned. Colors shall be incorporated into materials by paint manufacturer at the plant; no color mixing will be allowed at the job-site, unless specifically approved or directed by the Contracting Officer.
- 2.1.3 Thinner: Paint thinner, type and usage, shall be as recommended by the paint manufacturer in all cases. Thinner shall only be used when recommended by the paint manufacturer and then only in a quantity as indicated on the label.
- 2.1.4 Primers: All primers, except metal primers, shall be white in color for inspection purposes.
- 2.1.5 Secondary Products: Secondary products not specified by name and required for the job such as shellac, oils, patching compounds, putty, etc.. shall be "best grade" products.
- 2.1.6 Sheen : Where gloss or sheen is specified or is listed as a standard for approval for the project, the terms refer to tested luster, shine or sheen of the dry film and for purposes of this specification are defined as follows, when tested with a 60-deg. glossimeter; flat means 10-degree gloss or less; eggshell means 11 to 19-deg. gloss; satin means 20 to 30-deg. gloss; semi-gloss means 31 to 74-deg. gloss; and gloss means 75-deg. gloss or more.

PART 3 EXECUTION

3.1 INSPECTION.

- 3.1.1 General: Examine all surfaces to receive paint finish for conditions that will adversely affect execution,

IFB 16-04 Exhibit A

Painting

- performance, or quality of work and which cannot be put into an acceptable condition through reasonable preparatory work as specified herein. Any surfaces which are unfit to receive the work of this section shall be repaired, replaced or refinished such that they are acceptable and such that the work of this section may be done as specified. It shall be the responsibility of the Contractor to ensure that these provisions are strictly enforced. Commencement of work constitutes acceptance of surfaces and conditions.
- 3.2
- 3.2.1
- SURFACE PREPARATION (GENERAL).
- 3.2.2
- General: All surface preparations and cleaning procedures shall be in strict accordance with the instructions and specifications of the paint manufacturer whose products are being used. Apply paint to clean, dry, prepared surfaces only.
- 3.2.3
- Removal of Fixtures: Remove fixtures, hardware items, and equipment, as required for painting work. Items to be removed on surfaces to be painted include: switch and receptacle plates, escutcheons and like plates, grilles and louvers at duct openings into finished spaces, and other items as required and directed.
- 3.3
- 3.3.1
- Cleaning: Remove dust and loose deleterious materials from all surfaces before beginning painting operations. Remove oil and grease prior to mechanical cleaning. Program the cleaning and painting so that dust and other contaminants from the cleaning process will not fall in wet, newly painted surfaces.
- SURFACE PREPARATION (NEW WORK).
- 3.3.2
- Uncoated Ferrous Metal: Surfaces shall be thoroughly degreased using solvent (SSPC-SP 1) and cleaned of dirt, rust, mill-scale, and foreign matter, using solvent, wire brushes, or sandpaper as necessary in accordance with SSPC-SP 2 "Hand Tool Cleaning" and SSPC-SP 3 "Power Tool Cleaning". Remove pits and clean to bright metal before priming. Apply primer on the same day.
- 3.3.3
- Shop-Coated Ferrous Metal: Surfaces shall be thoroughly degreased and cleaned using solvent (SSPC SP 1). Remove blistered and peeling paint to bare metal by scraping, sanding, wire brushing, or other abrasion methods in accordance with SSPC-SP 2 or SP-3. Clean and spot-prime field connections, welds, soldered joints, burned or abraded portions, rust areas, and bare metal with an approved type non lifting metal primer. Feather edges of sound primer prior to spot priming. Spot prime all abraded portions, rust areas, and bare surfaces with specified primer on the same day.
- Galvanized Metal: Surfaces shall be cleaned to remove all factory films and oily residue. Methods of cleaning shall be as recommended by the paint manufacturer. Responsibility for insuring that the surface is properly prepared rests with the painting sub-contractor.

Guam Judicial Center

Painting

- 3.3.4 Clean Concrete: Surfaces to be painted shall be repaired before painting. Surfaces to be painted shall be clean and free from dirt, grease, oil, efflorescence, and other foreign substances. Mortar droppings, glaze, and scale shall be removed before application of paint. The selection of the method for surface preparation shall be dependent

IFB 16-04 Exhibit A

Painting

on the type of contaminant and the condition of the surface. Dirt, grease and oil may be removed by washing the surface with a solution composed of 2 to 8 ounces of sodium metasilicate per gallon of hot water, and then rinsing thoroughly with fresh water. Efflorescence may be removed by scraping, wire brushing and washing with a 5 to 10 percent by weight solution of muriatic acid and then washing thoroughly with fresh water, removing all traces of the acid. Glazed mortar droppings, loose particles, and scale may be removed by wire brushing. Moisture content shall not exceed 8 percent as determined by a moisture meter. Test for alkalinity and neutralize as required for pH reading between 6.8 and 8.0; should neutralization be required, notify Contracting Officer and await his directions.

- 3.3.5 Concrete Masonry: Surfaces to be painted shall have all dust and loose mortar removed by brushing. Alkali or efflorescence shall be neutralized with wash solution recommended by the paint manufacturer. Thoroughly clean off resulting crystals with stiff brushes. Moisture content shall not exceed 8 percent as determined by a moisture meter.
- 3.3.6 Cement Plaster and Stucco: Surfaces shall have all minor cracks, holes or other imperfections filled with patching plaster by the plastering sub-contractor. The painting sub-contractor shall remove all dust, dirt and other contaminants only. Any repair work which may be required shall be brought to the attention of the Contractor. Moisture content of the cement plaster and stucco shall be as recommended by the paint manufacturer.
- 3.3.7 Wallboard: Surfaces shall be dusted down with a brush. Repair minor holes or cracks with drywall joint compound to an even surface exactly matching the plane and texture of the adjoining areas. Do not raise nap of paper on drywall. Joints and screw heads shall have been sanded smooth under Section 09250 to assure their non-appearance on the completion of the painting.
- 3.3.8 Woodwork: Surfaces shall be sanded smooth. There shall be no scratches or sanding grooves; surfaces shall be cleaned. All grade stamps and pencil marks shall be removed. After stain coat has been applied, fill cracks and holes with plastic wood or putty; if stain has been used, tint crack filler to match; prime backs of trim. All puttied areas shall be sanded smooth. All surfaces shall be cleaned prior to application of varnish.
- 3.4 SURFACE PREPARATION (EXISTING PAINTED SURFACES TO BE RE-PAINTED).
- 3.4.1 General: On existing surfaces to be re-painted, a careful examination must be made to ensure that any accumulated oil, wax, or any other material which could interfere with adhesion has been removed.
- 3.4.2 Exterior surfaces: Remove all blistering and peeling paint by scraping, sanding or wire brushing. Dull glossy surfaces by scuff-sanding.

IFB 16-04 Exhibit A

Painting

- 3.5 APPLICATION OF PAINT.
- 3.5.1 General: All work shall be done by first-class journeymen painters under the supervision of a competent foreman.
- 3.5.2 Mixing: Paint materials shall be mixed in strict accordance with the manufacturer's instructions, directions and specifications. All ingredients in any container shall be thoroughly mixed before use and shall be agitated often enough during application to keep the paint uniform. The paint shall be mixed in a manner which will insure complete dispersion of pigment and a uniform composition.
- 3.5.2.1 Paint shall be carefully examined after mixing for uniformity and to verify that no unmixed pigment remains on the bottom of the container.
- 3.5.3 Application: Paint materials shall be applied in accordance with the manufacturer's printed instructions.
- 3.5.4 Method of Application: Brushes and rollers shall be of a type best suited for the type of material being applied. Spray painting, if permitted by the Contracting Officer, shall be accomplished with airless spray equipment or conventional spray equipment; pressure settings, application technique, spray tip, mesh filter screens, and mesh tip strainer shall be as recommended by the coating manufacturer.
- 3.5.4.1 Each coat of paint shall be applied as a continuous film of uniform thickness, free from holidays, sags, crawls, pinholes, blisters, unevenness in color, or any other evidence of poor workmanship. Any thin spots or areas missed in the application shall be repainted and allowed to dry before the next coat of paint is applied. Each coat shall be free of dirt, dust, moisture, etc., prior to application of next coat.
- 3.5.4.2 Each coat of paint must be dried throughout the full thickness of the film in accordance with manufacturer's instructions before application of the succeeding coat. Paint is considered dry for recoating when the next coat can be applied without the development of any detrimental film irregularities such as wrinkling, lifting, or loss of adhesion of the previous coat.
- 3.5.4.3 Coverage for each paint material is specified as either the total minimum dry film thickness in mils, or the spreading rate in square feet per gallon over the surface designated. Actual coverage rate will vary depending upon the texture and porosity of the surface,

IFB 16-04 Exhibit A

Painting

climatic conditions, etc. The number of coats specified is the minimum required, irrespective of the coating thickness. In the event the required paint thickness is not achieved, additional coats shall be applied until the required thickness is obtained. Maximum film build-up per coat shall not exceed the coating manufacturer's recommendations.

- 3.5.4.4 Recoat primed and sealed walls and ceilings where there is evidence of suction spots or unsealed areas in first coat to assure a finish coat with no burn-through or other defects due to insufficient sealing.
- 3.5.4.5 Sand lightly between coats of enamel, sanding sealer, and varnish to produce an even, smooth finish. Wipe to remove dust before recoating.
- 3.5.4.6 Leave all parts of moldings, frames, etc., clean and true to details with no undue amount of paint in corners and depressions.
- 3.5.4.7 Make edges of paint adjoining other materials or colors clean and sharp with no overlapping.
- 3.5.4.8 Do paint over any code-required labels or any equipment identification or nomenclature plates.
- 3.5.4.9 All wood members and sheet metal shall be primed and back-primed immediately upon delivery of the materials to the job-site. The Contractor shall arrange for the proper scheduling of receipt of the materials, their priming and back-priming and their storage before installation.
- 3.6 **DAMAGED PAINT SURFACES.**
- 3.6.1 General: Before final acceptance of the work by the Contracting Officer painted surfaces which have been damaged shall be repaired or refinished as hereinafter specified at no additional cost to the Owner.
 - 3.6.1.1 All areas of chipped, peeled, or abraded paint shall be hand or powersanded, feathering the edges. Prime and finish coat the areas using the same material as originally scheduled. Depending on the extent of repair and its appearance, an overall finish coat may be required by the Contracting Officer to achieve uniform appearance.
- 3.7 **CLEAN-UP.**
- 3.7.1 General: During the progress of the work, remove from the project all discarded paint materials, rubbish, cans and rags.
- 3.7.2 Cleaning: All paint material, paint runs, and drops shall be completely removed from hardware, floors, mirrors, glass, metal work, etc., and the premises shall be left clean and in orderly condition. Any damage to surfaces not scheduled to receive paint, and which are scratched or otherwise damaged in the process of removing paint, shall be replaced at no expense to the Owner.

IFB 16-04 Exhibit A

Painting

PART 4 - SCHEDULE

4.1 PAINT SCHEDULE .

4.1.1 General: The following paint systems are made up of products identified by SINCLAIR PAINT CO., Los Angeles, CA, trade names and numbers (refer to the finish schedule on the Drawings for paint type "P" references indicated in the following schedule):

EXTERIOR CEMENT PLASTER (STUCCO)

Two Coats	1300 STUC-0-LIFE (Coverage rate - 350 to 400sq.ft./gal. per each coat)
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EXTERIOR GALVANIZED METALS

Pretreatment	7113 VINYL WASH PRIMER (Drymil thickness - 0.25)
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Primer for Galv.	25 Zinc DUST PRIMER (Drymil thickness - 1.5)
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Primer for Alum.	14 COR.B.0 PRIMER (Drymil thickness - 1.5)
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Intermediate Coat (All Surfaces)	248 SASH AND TRIM PRIMER (Drymil thickness - 1.5)
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Finish Coat (All Surfaces)	250/GE2 SASH AND TRIM ENAMEL (Drymil thickness - 1.5)
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Note: At Contracting Officer's option, a semi-gloss exterior enamel may be used on some exterior surfaces; finish coat then would be MG6 -11 Synthetic Enamel.

Primer to be applied not more than 24 hours following application of Pretreatment.

Intermediate coat of paint to be applied not more than 48 hours following application of Primer.

Omit Primer on shop or factory-primed work. Spot prime shop or factory-primed work as previously specified.

EXTERIOR FERROUS METAL

Primer	15 RED OXIDE PRIMER
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IFB 16-04 Exhibit A

Painting

Apply 2 Prime Coats
Dry mil thickness - 3.0)

Intermediate Coat 248 SASH AND TRIM PRIMER
(Drymil thickness - 1.5)

Finish Coat 250/ GE2 SASH AND TRIM ENAMEL
(Drymil thickness - 1.5)

Note: At Contracting Officer's option, a
semi-gloss exterior enamel may be used
on some exterior surfaces; finish coat
then would be MG6-11 Synthetic Enamel.

Intermediate coat of paint to be
applied not more than 48 hours
following the application of the
Primer.

BIDDER'S CHECKLIST

BIDDER'S CHECKLIST

This checklist is provided for assistance only and should not be submitted with Bidder's bid proposal.

The 10 Most Critical Things to Keep in Mind When Responding to this IFB

1. _____ **Read the entire document.** Note critical items such as: mandatory requirements; supplies/services required; Schedule of Events; form of bids; contract requirements (*i.e., copy of business license, contract performance security, insurance requirements, performance and/or reporting requirements, etc.*).
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 one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the Judiciary of any ambiguities, inconsistencies, or errors in the IFB.
4. _____ **Take advantage of the "question and answer" period.** Submit your questions to the procurement officer by the due date listed in the Schedule of Events and review the answers given, which will be in the form of an addendum to the IFB.
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/descriptions.** Read and answer all questions and requirements. Don't assume that the Judiciary will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the Judiciary. The bids are evaluated based solely on the information and materials provided in your bid.
7. _____ **Use the forms provided, i.e., cover page, Bid Bond, Non-collusion Affidavit Form, Major Shareholder Affidavit, etc. Bid will be rejected or disqualified if the required forms are not submitted with the bid.**

8. _____ **Check the Judiciary of Guam for IFB addenda.** Before submitting your bid, contact the Judiciary's authorized point of contacts to see if any addenda were issued for the IFB. If so, you must acknowledge receipt of the addendum in the bid. **Bid will be rejected or disqualified if addendum or amendment issued is not acknowledged in the bid.**

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 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 Schedule of Events and within the document, and be sure to submit all required items on time. Late bid responses are *never* accepted.

**GENERAL TERMS
AND
CONDITIONS**

JUDICIARY OF GUAM
GOVERNMENT OF GUAM

GENERAL TERMS AND CONDITIONS

Sealed Bid Solicitation and Award

ONLY THOSE BOXES CHECKED BELOW ARE APPLICABLE TO THIS BID.

- (x) 1. **AUTHORITY:** This solicitation is issued subject to all the provisions of the Judicial Council of Guam Procurement Regulations. The Bid requires all parties involved in the preparation, negotiation, performance, or administration of contract to act in good faith.
- (x) 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 Judiciary of Guam with specified services or with materials, supplies, or equipment completely assembled and ready for use.
- (x) 3. **TAXES:** Bidders are cautioned that they are subject to Guam Income Taxes as well as all other taxes on Guam Transactions. Specific information on taxes may be obtained from the Director of Revenue and Taxation.
- (x) 4. **LICENSING:** Bidders are cautioned that the Judiciary of Guam 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 other Director of Revenue and Taxation. **A copy of the business license must be submitted with the bid proposal. Failure to submit shall result in disqualification from the bid.**
- (x) 5. **LOCAL PROCUREMENT PREFERENCE:** All procurement of supplies and services where possible, will be made from among businesses licensed to do business on Guam.
- (x) 6. **COMPLIANCE WITH SPECIFICATIONS AND OTHER SOLICITATION REQUIREMENTS:** Bidders shall comply with all specifications and other requirements of the Solicitation.
- (x) 7. **“ALL OR NONE” BIDS:** By checking this item, the Judiciary of Guam requesting all of the bid items to be bid or none at all. **The Judiciary of Guam will not award on an itemized basis.**
- () 7a. If the Judiciary of Guam 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 Judiciary of Guam will deem the bid submitted to be non-responsive.

- (x) 8. **INDEPENDENT PRICE DETERMINATION:** The bidder, upon signing the Invitation to Bid, certifies that the prices in his bid were derived at without collusion, and acknowledge that collusion and anti-competitive practices are prohibited by law.
- (x) 9. **BIDDERS' PRICES:** The Judiciary of Guam will consider not more than two (2) Basic and Alternate item prices and the offeror shall explain fully each price if supplies, materials, equipment, and/or specified services offered comply with specifications and the product's origin. Where basic or alternate bid meets the minimum required specifications, cost and other factors will be considered. Failure to explain this requirement will result in rejection of the bid.
- (x) 10. **BID ENVELOPE:** Envelope shall be sealed and marked with the bidder's name, Bid Number, time, date and place of Bid Opening.
- (x) 11. **MAJOR SHAREHOLDER DISCLOSURE AFFIDAVIT:** Each person submitting a bid for any portion of the work covered by the bid documents shall execute an affidavit on the form provided when the person(s) who have held more than ten percent (10%) of the company's shares during the past twelve (12) months. Such affidavit shall be attached to the bid proposal. **Failure to submit with the bid proposal shall be disqualified from the bid.**
- (x) 12. **NON-COLLUSION AFFIDAVIT:** Each person submitting a bid for any portion of the work covered by the bid documents shall execute an affidavit on the form provided, certifying to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted. Such affidavit shall be attached to the bid proposal. **Failure to submit with the bid proposal shall be disqualified from the bid.**
- (x) 13. **BID BOND REQUIREMENT:** Bidder is required to submit a Bid Guarantee Bond or standby irrevocable Letter of Credit or Certified Check or Cashier's Check in the same bid envelope to be held by the Judiciary of Guam pending award. The Bid Guarantee Bond or Letter of Credit must be issued by any local surety or banking institution licensed to do business on Guam. The Bid Guarantee Bond, Letter of Credit, Certified Check or Cashier's Check must be payable to the Judiciary of Guam in the amount of fifteen percent (15%) of his highest total proposed amount. Bid Guarantee will be a Bid Bond on Government Standard Form BB-1 (*copy enclosed*). Personal Checks will not be accepted as Bid Guarantee. If successful offeror (*contractor*) withdraws from the Bid or fails to enter into contract within the prescribed time, such Bond will be forfeited to the Government of Guam. **Bid will be disqualified if not accompanied by a Bid Bond, Letter of Credit, Certified Check or Cashier's Check.** Bidder must include in his/her bid, valid copies of a Power of Attorney from the Surety and a Certificate of Authority from the Government of Guam to show proof that the surety company named on the bond instrument is authorized by the Government of Guam and qualified to do business on Guam. For detailed information on bonding matters, contact the Department of Revenue and Taxation. **Failure to submit a valid Power of Attorney and Certificate of Authority on the surety is cause for rejection of bid.**

- (x) 14. **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, Certified Check or Cashier's Check payable to the Judiciary of Guam 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 Administrator of the Courts shall serve written notice upon both the contractor and the Surety of its intention to terminate the contract. Unless satisfactory arrangement or correction is made within ten (10) days of such notice the contract shall cease and terminate upon the expiration of the ten (10) days. In the event of any such termination, the Administrator of the Courts shall immediately serve notice upon the Surety. The Surety shall have the right to take over and perform the contract, provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing of notice of termination, the Judiciary of Guam may take over and prosecute the same to complete the contract or force account for the account and at the expense of the contractor, and the contractor and his Surety shall be liable to the Judiciary of Guam for any excess cost occasioned the Government thereby.
- (x) 15. **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 Judiciary of Guam and to enforce Section 14 of these General Terms and Conditions. In addition, the Judiciary of Guam will hold the Vendor liable and will enforce the requirement as set forth in Section 39 of these Terms and Conditions.
- (x) 16. **SURETY BONDS:** Bid and Performance Bonds coverage must be signed or countersigned in Guam by a foreign or alien's surety's resident general agent. The Surety must be Insurance Company, authorized by the Government of Guam and qualified to do business in Guam. Bids will be disqualified if the Surety Company does not have a valid Certificate of Authority from the Government of Guam to conduct business in Guam.
- (x) 17. **COMPETENCY OF BIDDERS:** Bids will be considered only from such bidders who, in the opinion of the Judiciary of Guam, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.
- (x) 18. **DETERMINATION OF RESPONSIBILITY OF BIDDERS:** The Administrator of the Courts reserves the right for securing from bidders information to determine whether or not they are responsible and to inspect plant site, place of business; and supplies and services as necessary to determine their responsibility in accordance with Section 17 of these General Terms and Conditions.

(x) 19. **STANDARD FOR DETERMINATION OF LOWEST RESPONSIBLE BIDDER:** In determining the lowest responsible offer, the Administrator of the Courts shall be guided by the following:

- a) Price of Items offered.
- b) The ability, capacity, and skills of the Bidder to perform.
- c) Whether the Bidder can perform promptly or within the specified time.
- d) The quality of the performance of the Bidder with regards to awards previously made to him.
- e) The previous and existing compliance by the Bidder with laws and regulations relative to procurement.
- f) The sufficiency of the financial resources and ability of the bidder to perform.
- g) The ability of the bidder to provide future maintenance and services for the subject of the award.
- h) The compliance with all of the conditions to the Solicitation.

(x) 20. **TIE BIDS:** If the bids are for the same unit price or total amount in the whole or in part, the Administrator of the Courts has the authority to award the bid to any one of the bidders or to reject all such bids.

() 21. **BRAND NAMES:** Any reference in the Solicitation to manufacturer's Brand Names and number is due to lack of a satisfactory specifications of commodity description. Such reference is intended to be descriptive, but nor 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 items will be considered provided the bidder clearly states in his bid the exact articles he is offering and how it differs from the original specification.

() 22. **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 the opening of the 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.

() 23. **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 of 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 specifications. Rejection of the bid will be required if the sample(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this Solicitation. Failure to furnish the sample(s) by the time specified in the Solicitation will require rejection of the Bid.

- () 24. **LABORATORY TEST:** Successful bidder is required to accompany delivery of his goods with a Laboratory Test Report indicating that the product he is furnishing the Government meets with the specifications. This report on the bidder's account and must be from a certified Testing Association.
- (x) 25. **AWARD, CANCELLATION & REJECTION:** Award shall be made to the lowest and responsible and responsive bidder, whose bid is determined to be the most advantageous to the Judiciary of Guam, taking into consideration the evaluation factors set forth in the Solicitation. No other factors or criteria shall be used in the evaluation. The right is reserved as the interest of the Judiciary of Guam may require to waive any minor irregularity in bids received. The Administrator of the Courts shall have the authority to award, cancel or reject bids, in whole or in part for any one or more items if he determines it is in the public interest. Award issued to the lowest responsible bidder within the specified time for acceptance as indicated in the Solicitation, results in a binding contract without further action by either party. In case of an error in the extension of the prices, unit price will govern. It is the policy of the Judiciary of Guam to award the contracts to qualified local bidders. The Government reserves the right to increase or decrease the quantity of the items for award and make additional awards for the same type of items and the vendor agrees to such modifications and additional awards based on the bid prices for a period of thirty (30) days after original award. No award shall be made under this Solicitation which shall require advance payment or irrevocable letter of credit from the Government.
- () 26. **MARKING:** Each outside container shall be marked with the Purchase Order number, item number, brief item description and quantity. Letter marking shall not be less than 3/4" in height.
- (x) 27. **SCHEDULE FOR DELIVERY:** Successful bidder shall notify the Judiciary of Guam Procurement Section, **Telephone No. 475-3393/3175/3141/3212**, at least twenty four (24) hours before delivery of any item under this Solicitation.
- () 28. **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 the rejection of delivery. The Bill of Sale must accompany the item(s) delivered but will not be considered as an invoice for payment. Supplier shall bill the Judiciary of Guam in accordance with billing instructions as indicated on the Purchase Order.
- () 29. **MANUFACTURER'S CERTIFICATE:** Successful bidder is required, upon delivery of any item under this contract, to furnish a certificate from the manufacturer indicating that the goods meet the specifications. Failure to comply with the request will result in rejection of delivery.

- (x) 30. **INSPECTION:** All supplies, materials, equipment or services delivered under this contract shall be subject to the inspection and/or test conducted by the Judiciary of Guam at destination. If in any case the supplies, materials, equipment, or services are found to be defective in material, workmanship, performance, or otherwise do not conform with the specifications, the Judiciary of Guam shall have the right to reject items or require that they be corrected. The number of days required for corrections will be determined by the Judiciary of Guam.
- () 31. **MOTOR VEHICLE SAFETY REQUIREMENTS:** The Government will only consider Bids on motor vehicles which comply with requirements of the National Traffic and Motor Vehicle Safety Act of 1966 (Public Law 89-563) and Clean Air Act as amended (Public Law 88-206), that are applicable to Guam. Bidders shall state if the equipment offered comply with these aforementioned Federal Laws.
- () 32. **SAFETY INSPECTION:** All motor vehicles delivered under this contract must pass the Government of Guam Vehicle Inspection before delivery at destination.
- () 33. **GUARANTEE:**
- a) **Guarantee of Vehicle Type of Equipment:**
The successful bidder shall guarantee vehicular type of equipment offered against defective parts, workmanship, and performance, for a period of not at least one (1) year. Service to be provided shall include, but shall also provide service to the equipment for at least one (1) year. Service to be provided shall include, but will not be limited to tune-ups (*change of spark plugs, contact points and condensers*) and lubrication (*change of engine and transmission oil*). All parts and labor shall be at the expense of the bidder. All parts found defective and not caused by misuse, negligence or accident within the guarantee period shall be repaired, replaced or adjusted within six (6) working days after notice from the Judiciary of Guam and without cost to the Judiciary of Guam. Vehicular type of equipment as used in this context shall include equipment used for transportation as differentiated from factors, back holes, etc.
- b) **Guarantee of Other Type of Equipment:**
The successful bidder shall guarantee all other types of equipment offered, except those mentioned in 33a, 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 to be defective within that period shall be repaired or replaced by the Contractor without cost to the Judiciary of Guam. Repairs, adjustments or replacements of defective parts shall be completed by the Contractor within six (6) working days after notice from the Government.
- c) **Compliance with this Section is a condition of this Bid.**

- (x) 34. **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 Judiciary of Guam 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.
- (x) 35. **REPRESENTATION REGARDING CONTINGENT FEES:** The contractor represents that it has not retained a person to solicit or secure a Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.
- (x) 36. **EQUAL EMPLOYMENT OPPORTUNITY:** Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national of 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 of origin.
- (x) 37. **COMPLIANCE WITH LAWS:** Bidders awarded a contract under this Solicitation shall comply with the applicable standards, provisions, and stipulations of all pertinent Federal and/or local laws, rules, and regulations relative to the performance of this contract and the furnishing of goods.
- (x) 38. **TIME FOR COMPLETION:** It is hereby understood and mutually agreed by and between the contractor and the Judiciary of Guam that the time for delivery to final destination or the timely performance of certain services is an essential condition of this contract. If the contractor refuses or fails to perform any of the provisions of this contract within the time specified in the Purchase Order (from the date Purchase Order is acknowledged by vendor), then the contractor is in default.
- (x) 39. **JUSTIFICATION OF DELAY:** Bidders who are awarded contracts under this Solicitation, guarantee that the goods will be delivered to their destination or required services rendered within the time specified. If the bidder is not able to meet the specified delivery date, he is required to notify the Administrator of the Courts of such delay. Notification shall be in writing and shall be received by the Administrator of the Courts 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 Judiciary of Guam reserves the right to reject delay justification if, in the opinion of the Administrator of the Courts, such justification is not adequate.
- () 40. **LIQUIDATED DAMAGES:** When the Contractor is given notice of delay or non-performance as specified in Paragraph 1 (Default) of the Termination for Default Clause of this contract and fails to cure in the time specified, the contractor shall be liable for damages for delay in the amount of one-fourth of one percent (1%) of outstanding order per calendar day from the date set for cure until either the territory reasonably obtains

similar supplies or services if the contractor is not terminated for default. To the extent that the contractor's delay or non-performance is excused under Paragraph 39 (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this contract, liquidated damages shall not be due the Judiciary of Guam.

- (x) 41. **PROTEST:** (a) Any aggrieved party who may be aggrieved in connection with the method of source selection, solicitation or award of a contract, and who wishes to pursue a protest shall file a written protest with the Purchasing Officer. The protest shall be submitted in writing within fourteen (14) days after such aggrieved person knew or should have known of the facts giving rise to the protest. (b) The Purchasing Officer shall have the authority to settle and resolve a protest. (c) If the protest is not resolved by mutual agreement, the Purchasing Officer shall issue a decision in writing within thirty (30) days of receipt of the protest. If no written decision has been issued by the Purchasing Officer at the expiration of the thirty (30) day period, such shall be considered an adverse decision. (d) Upon the issuance of an adverse decision by the Purchasing Officer, or upon the Expiration of the thirty (30) day period after filing of the complaint, the aggrieved party may file an action in the Superior Court of Guam for appropriate relief within fourteen (14) days of such adverse decision or expiration of time.
- (x) 42. **RESTRICTIONS AGAINST CONTRACTORS EMPLOYING CONVICTED SEX OFFENDERS:** The Contractor must warrant that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of the Guam Code Annotated or of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry; and 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.
- (x) 43. **PHYSICAL LIABILITY:** If it becomes necessary for the Vendor, either as principal, agent or employee, to enter upon the premises or property of the Judiciary of Guam in order to construct, erect, inspect, make delivery or remove property hereunder, the Vendor hereby covenants and agrees to take, use provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of any accidents, injuries, or damages to any person or property during the progress of the work herein covered and to be responsible for, and to indemnify and save harmless the Judiciary of Guam from the payment of all sums of money by reason of all or any such accidents, injuries or damages that may occur upon or about such work, and fines penalties and loss of 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 Judiciary of Guam against any claim for loss, damage, or injury to property or persons arising out the performance of the Contractor or his employees and agents of the services covered by the Contract and the use, misuse or

failure of any equipment used by the contractor or his employees or agents, and shall provide certificate of such insurance to the Judiciary of Guam when required.

- (x) **44. CONTACT FOR CONTRACT ADMINISTRATION:** If your firm received a contract as a result of this Solicitation, please designate a person whom we may contact for prompt administration.

Name: _____

Title: _____

Address _____

Telephone: _____

MAJOR SHAREHOLDERS

DISCLOSURE

AFFIDAVIT

(BLANK)

SPECIAL PROVISIONS

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

Excerpt from PL 1844

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

ASection 6961.3. Disclosure of major shareholders. As a condition of bidding, any partnership, sole proprietorship or corporation doing business with the government of Guam shall submit an affidavit executed under oath that lists the name and address of any person who has held more than ten percent (10%) of 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, the affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid for the bidder and shall also contain the amounts of any such commission, gratuity or other compensation. The affidavit shall be open and available to the public for inspection and copying.@

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

EXAMPLE:

1. A bidder intends to participate in bids schedule for October 05, 15, and 25, 2003. He has to prepare and submit a **NEW AFFIDAVIT ON OCTOBER 05** and may submit **COPIES** of affidavit on the bids for October 15 and 25.
2. A bidder intends to participate in bid scheduled for October 20 and November 05, 2003. He has to submit a **NEW NOTARIZED AFFIDAVIT** for **EACH BID**.

MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT

TERRITORY OF GUAM)
) ss.
HAGATNA, GUAM)

I, the undersigned, _____, being first duly sworn, deposes and says:

1. That the persons who have held more than ten percent (10%) of the company=s shares during the past twelve (12) months are as follows:

<u>Name</u>	Percentage of <u>Address</u> <u>Shares Held</u>
_____	_____
_____	_____
_____	_____
_____	_____
Total Number of Shares _____	

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

<u>Name</u> <u>Address</u> <u>Compensation</u>	Amount of Gratuity or Other
_____	_____

Further, affiant sayeth naught.

Date: _____

Signature of individual if bidder is a sole proprietorship; Partner, if the bidder is a partnership; Officer, if the bidder is a corporation.

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

By: _____

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

**BID BOND
FORM**

(BLANK)

INSTRUCTIONS TO PROVIDERS:

NOTICE to all Insurance and Bonding Institutions:

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

When the form is submitted to the Judiciary of Guam Procurement Section, it should be accompanied with copies of the following:

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

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

JUDICIARY OF GUAM
GOVERNMENT OF GUAM
GUAM JUDICIAL CENTER
120 WEST O'BRIEN DRIVE
HAGATNA, GUAM 96910

BOND NO. _____

BID BOND

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

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

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

Signed and sealed this _____ day of _____ 20_____.

(PRINCIPAL)

(SEAL)

(WITNESS)

(TITLE)

(MAJOR OFFICER OF SURETY)

(MAJOR OFFICER OF SURETY)

(TITLE)

(TITLE)

(RESIDENT GENERAL AGENT)

**FORM OF NON-COLLUSION
AFFIDAVIT**

(BLANK)

PERFORMANCE BOND

FORM

(BLANK)

JUDICIARY OF GUAM
GOVERNMENT OF GUAM
JUDICIAL BUILDING
120 WEST O'BRIEN DRIVE
HAGATNA, GUAM 96910

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that (here insert full name and address or legal title of Contractor)

_____ as Principal, hereinafter called, Contractor, and (Bonding Company), _____, a duly admitted insurer under the laws of the Territory of Guam, as Surety, hereinafter called Surety, are held and firmly bound unto the Judiciary of Guam as Oblige, in the amount of _____ Dollars (\$_____) for the payment whereof the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, 20_____, entered into a contract with the Territory of Guam for (describe project and insert project number) _____ which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract then this obligation shall be null and void, otherwise it shall remain in full force and effect. The Surety hereby waives notice of any alteration or extension provided the same is within the scope of the contract. Whenever Contractor shall be and is declared by the Territory of Guam to be in default under the Contract, the Territory of Guam having performed territorial obligations thereunder, the Surety may promptly remedy the default or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Territory of Guam and the Surety jointly of the lowest responsive, responsible bidder, arrange for a contract between such bidder and the Territory of Guam, and make available as work progress (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term Abalance of the contract price, @ as use in this paragraph shall mean the total amount payable by the Territory of Guam to Contractor under the Contract and any amendments thereto, less the amount properly paid by the Territory of Guam to Contractor. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Territory of Guam.

Signed and sealed this _____ day of _____, 20_____

(PRINCIPAL)
(SEAL)

(WITNESS)

(TITLE)

(MAJOR OFFICER OF SURETY)

(MAJOR OFFICER OF SURETY)

(TITLE)

(TITLE)

AGENT)

(RESIDENT GENERAL