



BEFORE THE PUBLIC UTILITIES COMMISSION

IN RE: PETITION FOR APPROVAL)
OF AWARD TO CALIFORNIA)
PACIFIC TECHNICAL)
SERVICES FOR CCTV)
SURVEILLANCE SYSTEM)
AND ACCESS CONTROL)
SYSTEMS REPLACEMENT)
PROJECT AND BY)
PREVENTATIVE)
MAINTENANCE SERVICES)
BY PORT AUTHORITY OF)
GUAM)

PAG DOCKET 21-04

ALJ REPORT

INTRODUCTION

This matter comes before the Guam Public Utilities Commission (the “PUC”) pursuant to the September 1, 2021 Petition for review and approval of the contract related to the closed-circuit television (“CCTV”) surveillance and access control system (“ACS”) upgrade (the “Petition”), filed by the Jose D. Leon Guerrero Commercial Port, Port Authority of Guam (“PAG” or the “Port”).

BACKGROUND

Back in 2018, PAG received \$160,867.00 from the U.S. Federal Emergency Management Agency (“FEMA”) to replace the Port’s CCTV systems.¹ And in 2019, PAG was awarded a \$654,700.00 grant from the U.S. Maritime Administration to be used for PAG’s CCTV Surveillance System Replacement project.²

¹ PAG’s Inter-Office Memo for Solicitation of IFB or RFP, IFB-PAG-003-21, p. 1.

² PAG’s Inter-Office Memo for Solicitation of IFB or RFP, IFB-PAG-003-21, p. 1.



On May 10, 2021, PAG issued Multi-Step Invitation for Bid IFB-PAG-003-21 (hereinafter referred to as the “IFB”) for the purchase of twenty-four (24) fixed and forty (40) pan/tilt/zoom high resolution digital cameras to be installed at various Port locations, along with the necessary connectivity to the Port Command Center; and optional bid items, such as the installation of a CCTV surveillance system for the Agat Marina.³ While nineteen prospective bidders expressed interest in the IFB, only one contractor submitted a bid, namely California Pacific Technical Services LLC *doing business as* CalPac (“CalPac”).⁴

Thereafter, PAG evaluated CalPac’s bid; and at the conclusion of PAG’s evaluation process, it determined that CalPac was the most responsive and responsible bidder.⁵ On August 26, 2021, PAG’s Board of Directors issued Resolution No. 2021-09, which approved the awarding of the contract to CalPac, and thereby authorizing the bid amount of \$1,221,418.00 for the purchase of twenty-four (24) fixed and forty (40) pan/tilt/zoom high resolution digital cameras to be installed at various Port locations, along with the necessary connectivity to the Port Command Center; including the installation of a CCTV surveillance system for the Agat Marina.

³ Petition, p. 1 (Sept. 1, 2021).

⁴ Petition, p. 1.

⁵ Petition, p. 1; Resolution, p. 1 (Aug. 26, 2021).

DISCUSSION

1. PAG's Contract Review Protocol

Pursuant to 12 G.C.A. §12105, PAG may not enter into any contractual agreements or obligations which could increase rates and charges without the PUC's express approval. Accordingly, pursuant to PAG's current Contract Review Protocol, "[a]ll professional services contracts in excess of \$1,000,000" and "[a]ll externally funded loan obligations and other financial obligations, such as lines of credit, bonds, etc., in excess of \$1,000,000," "shall require prior PUC approval" Contract Review Protocol, PAG Docket 09-01, p. 1 (June 20, 2011).

2. Scope of Work and Funding

Based on the IFB, the scope of work involves the removal and disposal of existing analog cameras; the installation of digital internet protocol ("IP") cameras; the integration of the digital IP cameras with PAG's existing ACS and CCTV surveillance systems and software; training, and preventative maintenance services.⁶ The project sites include the Commercial Port, the Container Yard, the Port Command Center, and the Agat Marina.⁷ According to PAG, this project will be funded by a FEMA grant, a MARAD grant, and PAG funds.

⁶ IFB, pp. 104-117.

⁷ IFB, p. 6.

3. CalPac

Based on its Technical Proposal, CalPac is a contractor that specializes in security system installation and maintenance.⁸ According to CalPac, it is currently involved in improvement and maintenance projects for many large companies, such as GTA Teleguam, Docomo, Pacific Data Systems, Pacific Telecom Inc., IT&E, and Tata Communications.⁹ CalPac's projects further include the design and installation of an Access Control System at Guam's FBI/ICE Building, U.S. Coast Guard Sector Guam, FAA Guam Facility, and the Army Reserve.¹⁰ CalPac also provides system preventative maintenance to the Naval Base Guam, the U.S. Marshall Service and the U.S. District Court of Guam.¹¹

4. Board Resolution

Resolution No. 2021-09, issued on August 26, 2021, approved the award to CalPac.¹² The Resolution thereby authorized the amount of \$1,221,418.00 for the contract, which includes the Optional Bid related to the installation of a CCTV surveillance system for the Agat Marina and some preventative maintenance service.¹³

⁸ CalPac's Technical Proposal, IFB-PAG-003-21, p. 1.

⁹ CalPac's Technical Proposal, IFB-PAG-003-21, p. 1.

¹⁰ CalPac's Technical Proposal, IFB-PAG-003-21, pp. 7-8.

¹¹ CalPac's Technical Proposal, IFB-PAG-003-21, pp. 8-9.

¹² Resolution, p. 1.

¹³ Resolution, p. 1.

RECOMMENDATION AND CONCLUSION

According to PAG, it currently operates a Kantech CCTV surveillance system and ACS that provides automated maritime security and monitoring capabilities for the entire Port.¹⁴ However, according to PAG, the systems have not undergone any significant upgrades since 2015; and that the servers that support the CCTV and ACS systems “are not fully functional.”¹⁵ Specifically, the condition of both the CCTV and ACS systems “are not able to support the IT and Port Police Divisions’ ability to update important information and have complete oversight of the entire PAG facility.”¹⁶

Further, “[t]he CCTV Surveillance System and ACS Replacement Project and Preventative Maintenance Services will provide automated maritime security protection and monitoring capabilities for the entire [Port].”¹⁷ The upgraded system will provide: “(1) new digital cameras and supporting components; (2) ensure connectivity and operability between . . . all cameras and CCTV and ACS equipment at strategic Port property locations; (3) ensure that software support encapsulates all law enforcement requirements; (4) include removal of existing analog CCTV components and installation of new hardware and related components; (5) upgrade Port ACS and CCTV software; (6) repair existing support software; (7) provide for warranty maintenance, and service of the

¹⁴ PAG’s Inter-Office Memo for Solicitation of IFB or RFP, IFB-PAG-003-21, p. 1.

¹⁵ PAG’s Inter-Office Memo for Solicitation of IFB or RFP, IFB-PAG-003-21, p. 1.

¹⁶ PAG’s Inter-Office Memo for Solicitation of IFB or RFP, IFB-PAG-003-21, pp. 1-2.

¹⁷ PAG Memorandum, Determination Regarding the Use of Multi-Term Contract, p. 1 (May 5, 2021).

system upon completion; and (8) deliver training, user manuals, as-built drawings, and final close-out documentation.”¹⁸

Based on the foregoing, the ALJ hereby finds that the CCTV Surveillance System and Access Control System Replacement Project and Preventative Maintenance Services squarely align with the PAG’s efforts to modernize, streamline and expand its operations, and protect and secure its assets. Accordingly, based on this record, the ALJ recommends that the PUC approve the proposed contract with CalPac, at a cost of \$1,221,418.00. A proposed Order is submitted herewith for the Commissioners’ consideration.

Respectfully submitted this 27th day of September, 2021.



JOEPHET R. ALCANTARA
Administrative Law Judge

P213053.JRA

¹⁸ PAG Memorandum, Determination Regarding the Use of Multi-Term Contract, p. 1.

MEMORANDUM

To: Procurement Record

From: Procurement Officer

Re: IFB-PAG-003-21 CCTV Surveillance System & Access Control System (ACS) Replacement Project and Preventative Maintenance Services

SUBJECT: **The Procurement Planning Phase** in accordance with Title 5 GCA § 5150. In that the Special Assistant Attorney General shall act as legal advisor during all phases of the solicitation or procurement process, for all procurement awards Five Hundred Thousand Dollars or more.

Statement of Findings

1. The Port Authority of Guam (PAG) Procurement Division conducted a procurement planning meeting for the above referenced project on April 20, 2021, April 22, 2021, April 26, 2021, April 29, 2021, May 3, 2021 and May 5, 2021 the Port's Board of Directors conference room.
2. The meeting consisted of a representative from divisions of the Port (Planning, Port Police, Engineering, Facilities, IT, Legal, Procurement) were instrumental in the development and planning of this project, as evident by the attached sign-in sheets. The meeting agenda, sign-in sheet, recording and supporting documents have been entered into the procurement record as the "planning phase".
3. In 2018, the PAG applied and received financial assistance from the U.S. Department of Homeland Security (FEMA) in the amount of \$451,480.00, of which \$160,867.00 has been allocated for Replacement CCTV Systems (Agreement Number: EMW-2018-PU-0041-S01). In 2019, the PAG requested funding from the U.S. Department of Transportation Maritime Administration (MARAD) administered Port Enterprise Fund for the PAG's CCTV Surveillance System Replacement Project and was awarded \$654,700.00 for the above project.
4. The Port Authority of Guam ("PAG") currently owns a comprehensive KANTECH Entra-Pass Corporate Edition Closed Circuit Television (CCTV) Surveillance System and Access Control System (ACS) that provides automated maritime security protection and monitoring capabilities for the entire Jose D. Leon Guerrero Port of Guam. It is through these two systems that Port Police is able to enhance its situational awareness and at the same time maintain security and monitoring functions at all Port facilities. Since its initial deployment in FY 2015, the systems have not gone through any significant upgrades. The servers that currently support both the CCTV and ACS systems are not fully functional and as such, require much needed upgrades.
5. The current condition of both the CCTV and ACS systems are not able to support the IT and Port Police Divisions' ability to update important information and have complete oversight of the

entire PAG facility. This shortfall has resulted in PAG employees not able to access designated areas without manual assistance and more importantly, has reduced CCTV monitoring and security functionality.

6. The grant awards will fund: 1) the acquisition and installation of new digital cameras and supporting components, 2) ensure connectivity and operability between and amongst all cameras and CCTV and ACS equipment at strategic Port property locations, 3) ensure that software support encapsulates all law enforcement requirements, 4) include removal of existing analog CCTV components and installation of new hardware and related components, 5) upgrade Port ACS and CCTV software, 6) repair existing support hardware, 7) provide for warranty, maintenance, and service of the system upon completion, and 8) deliver training, user manuals, as-built drawings, and final close-out documentation.
7. After a review of the specifications and scope of work, it is recommended that the contract period for the project will be approximately four years.

Conclusion

1. It is determined by the undersigned that the PAG has completed the "planning phase" for this procurement as required by Title 5 GCA § 5150.
2. It is determined by the undersigned that the contract period for this procurement project will be for four years from issuance of a purchase order.
3. It is determined by the undersigned that all pertinent information with reference to the planning of this procurement has been obtained, documented, recorded and entered into the procurement file for record. It is further determined that the procurement method of a Multi-Step Invitation for Bid will be prepared and finalized, and once approved will be issued for solicitation.



RORY J. RESPICIO
General Manager

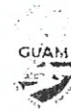


CHRISTINE K. CLAVERIA
Port Staff Attorney
Special Assistant Attorney General

Cc: Procurement File



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Loures A. Leon Guerrero
Governor of Guam
Joshua E. Leonides
Lieutenant Governor

DETERMINATION OF NEED

CCTV Surveillance System Replacement/Upgrade Project

The Port Authority of Guam (Port), in coordination with the Area Maritime Security Committee and its Port Security Grant Program (PSGP) Working Group and subsequently endorsed by the Captain of the Port, requested US DHS/FEMA funding to replace its existing analog CCTV surveillance system with digital cameras and IP based components. The Port's application was reviewed and awarded under the 2018 PSGP funding cycle.

The Port currently owns a comprehensive KANTECH ENTRAPASS CORPORATE EDITION CCTV Surveillance and Access Control System (ACS) that provides automated maritime and security protection and monitoring capabilities for the entire Jose D. Leon Guerrero Port of Guam. Funded by the PAG's FEMA Port Security Grant Program, the KANTECH system was deployed on June 12, 2014. Supported by the FUTUREFLEX Air-Blown Fiber Optic Cabling System, the KANTECH provides seamless command and control integration of all security systems.

To ensure that this state of the art system remains operational and in optimal working condition now and in the future, the PAG applied for and was awarded funding to replace exiting Analog cameras with Digital IP High Resolution cameras.

The grant award will fund: 1) the acquisition of new digital cameras, 2) ensure connectivity and operability between and amongst all cameras at strategic Port property locations, 3) ensure the software support encapsulates all law enforcement requirements, 4) include removal of existing system and installation of new hardware and related components, 5) provide for warranty, maintenance, and service of the system upon completion, and 6) delivery of training, user manuals, and documentation.

With the continued assistance and support of the Port Security Grant Program, this critically important project will further enhance existing Port core capabilities that have been developed and built up during the past several years. Its completion will result in a more secured commercial seaport equipped with a security and monitoring system that will prevent, protect against, mitigate, prepare for, respond to, and recover from any potential incidents that may affect the Port community – its people, environment, and infrastructure.

RORY J. RESPICIO
General Manager

¹⁰
5/13/2021

DATE



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Lourdes A. Leon Guerrero
Governor of Guam
Joshua F. Tenorio
Lieutenant Governor

DETERMINATION REGARDING THE USE OF MULTI-TERM CONTRACT

May 5, 2021

MEMORANDUM

TO: Procurement Record

FROM: Procurement Officer

Re: IFB-PAG-003-21 CCTV Surveillance System and Access Control System (ACS)
Replacement Project with Optional Preventive Maintenance Services

SUBJECT: Determination Regarding the Use of Multi-Term Contract

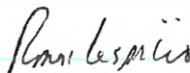
STATEMENT OF FINDINGS:

1. The Procurement Law provides at 5 GCA 5327 (b) that prior to using a multi-year contract, the Government of Guam must make a written determination: (a) that the estimated requirements cover the period of the contract; (b) that the furnishing of long-term services is required to meet the Government's needs; and (c) that such contract serves the best interests of Guam by encouraging competition or by promoting economy in government procurement.
2. The CCTV Surveillance System and Access Control System (ACS) Replacement Project and Preventive Maintenance Services will provide automated maritime security protection and monitoring capabilities for the entire Jose D. Leon Guerrero Port of Guam. The system will provide 1) new digital cameras and supporting components, 2) ensure connectivity and operability between and amongst all cameras and CCTV and ACS equipment at strategic Port property locations, 3) ensure that software support encapsulates all law enforcement requirements, 4) include removal of existing analog CCTV components and installation of new hardware and related components, 5) upgrade Port ACS and CCTV software, 6) repair existing support hardware, 7) provide for warranty, maintenance, and service of the system upon completion, and 8) deliver training, user manuals, as-built drawings, and final close-out documentation.
3. The CCTV Surveillance System and Access Control System (ACS) Replacement Project and Preventive Maintenance Services: The PAG is procuring twenty-four (24) fixed and forty (40) Pan/Tilt/Zoom high resolution digital cameras to be installed at various port locations to ensure the safety, security, and accountability of all persons on the premises. This project will include the installation of the new cameras, along with all the necessary equipment, accessories, connections between devices and connectivity to the Port Command Center and components.

4. Therefore, the Government needs the assistance of qualified bidders with the degree of professional, technical, and support the PAG requires to effectuate its CCTV Surveillance System and Access Control System (ACS) Replacement Project and Preventive Maintenance Services.
5. Competition will be fostered by use of a multi-term contract, because bidders which are not willing or able to compete because of the high start-up costs or capital investment in the project will be encouraged to participate in the competition when they are assured of recouping such costs during the period of contract performance.
6. If the contract with the selected bidder is for more than one year, the PAG will not have to conduct a procurement for the services annually, which can be a protracted and expensive undertaking; therefore, the cost and burden of contract solicitation, award, and administration of the procurement may be reduced.

STATEMENT OF CONCLUSIONS:

1. The PAG determines that the selected bidder should be contracted for a two-year term with an option to renew the contract for an additional one (1) year period not to exceed five (5) years. These estimated requirements cover the period of the contract and are required to meet the Government's needs for the project.
2. The PAG determines that furnishing of long-term services are required to meet territorial needs; and a multi-term contract will serve the best interest of the territory by encouraging effective competition or otherwise promoting economies in territory procurement.
3. The PAG determines that a one-year contract with up to two renewals of up to one year each with the selected bidder will best serve the Government's needs by encouraging effective competition and allowing the selected bidders to absorb high start-up costs and make full assessments of the existing operational systems in order to develop and implement new system upgrades to the PAG CCTV Surveillance System and Access Control System.
4. The PAG also determines that a multi-year contract best serves the Government's needs because it will promote economy in the Government's procurement for this project and save the PAG time, labor, and other precious resources by avoiding unnecessary or duplicative procurements for these preventive maintenance services annually, and the cost and burden of contract solicitation, award, and administration of the procurement will be reduced.


Rory J. Respicio
General Manager

CONTRACT TERMS AND CONDITIONS

Final Contract may not be in exact form as provided.

This document, along with Bid Documents provides notice to the Bidder of Bid and Contract terms and conditions required for this solicitation

AGREEMENT

BETWEEN

JOSE D. LEON GUERRERO COMMERCIAL PORT

AND

CONTRACTOR

THIS AGREEMENT ("Agreement") is entered into by and between the **JOSE D. LEON GUERRERO COMMERCIAL PORT**, also known as the **PORT AUTHORITY OF GUAM**, a public corporation and autonomous instrumentality of the Government of Guam, whose address is 1026 Cabras Highway, Suite 201, Piti, Guam 96925 (the "Port"), and _____, a Guam corporation authorized and licensed to do business in Guam, whose address is _____, with reference to the following facts:

RECITALS

A. The Port issued a Multi-Step Invitation for Bid seeking for a firm to supply, replace and install a CCTV Surveillance System and Access Control System, as well as provide preventive maintenance services under the Multi-Step Invitation for Bid **IFB-PAG-003-21**, a copy of which is attached to this Agreement as **EXHIBIT 1** and incorporated herein by this reference (the "IFB").

B. Pursuant to the IFB, the Port solicited sealed bids from qualified bidders for the **CCTV SURVEILLANCE SYSTEM AND ACCESS CONTROL SYSTEM (ACS) REPLACEMENT PROJECT AND PREVENTIVE MAINTENANCE SERVICES**.

C. Contractor responded to the MS IFB by submitting a bid to provide the services described in the IFB, a copy of which is attached to this Agreement as **EXHIBIT 2** and incorporated herein by this reference (the "Bid"), and was selected by the Port as the lowest and most responsible and responsive qualified bidder.

D. The Port and Contractor have agreed to execute this Agreement in order to memorialize the terms and conditions on which Contractor shall provide the repairs and design/build services to the Port.

NOW, THEREFORE, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. SERVICES TO BE PERFORMED

1.1 Scope of Work. Contractor shall provide the services identified in the IFB and incorporated by reference as if fully set forth therein; and Contractor shall provide status reports on the services performed and required under this Agreement upon request by the Port. Contractor acknowledges and agrees that failure to promptly and satisfactorily perform all the services required under this Agreement constitutes a material breach of this Agreement.

1.2 Contractor Provisions of Resources. Contractor agrees to furnish all qualified personnel, facilities, tools, equipment, materials and transportation to perform the services and work provided for in this Agreement. Contractor represents and warrants that it and its employees possess the professional and technical expertise and knowledge, resources and experience to perform the services described herein in a professional, skillful and diligent manner. The Port may, in its sole discretion, provide staff assistance to Contractor in furtherance of this Agreement. Contractor acknowledges and agrees that its employees, agents

and all other personnel engaged to provide the services hereunder shall be informed of all relevant provisions of this Agreement.

1.3 Location of Services. Except as otherwise approved by the Port, the site for services rendered under this Agreement shall be the Port Authority of Guam, Cabras Hwy., Piti, Guam and the Port's property in the jurisdiction of Piti at the Port Authority of Guam Compound and Administrative Bldg.

1.4 Site Condition Contractor's Responsibility. Contractor accepts the conditions at the construction site as they eventually may be found to exist and warrants and represents that the services under this Agreement can and shall be performed under such conditions, and that all materials, equipment, labor and other facilities required because of any unforeseen conditions (physical or otherwise) shall be solely at Contractor's own cost and expense, anything in this Agreement to the contrary notwithstanding.

2. TERMS OF AGREEMENT

2.1 Completion of Services. This Agreement shall be effective on the last signature date set forth on the signature page below, and shall continue until Contractor completes all services required hereunder unless earlier terminated in accordance with the terms of this Agreement. Contractor shall commence the performance of services required hereunder upon its receipt of a Notice to Proceed issued by the Port, and Contractor shall complete all required services under this Agreement within **Two Hundred and Ten (210) days from the issuance of a Notice to Proceed by the Port.**

2.2 Liquidated Damages. Contractor acknowledges and agrees that any delays in the completion of the services required hereunder shall subject Contractor to liquidated damages. For each day beyond the expiration of the **Two Hundred and Ten (210) day** period after the issuance of the Notice to Proceed, Contractor agrees to pay, not as a penalty but as liquidated damages, **One Thousand Dollars and Zero Cents (\$1,000.00)** per day to the Port. The parties agree that the foregoing amount is a reasonable amount for liquidated damages under the circumstances existing at the time this Agreement is entered into and constitutes a reasonable estimate of damages to the Port for any delays in the completion of services.

3. COMPENSATION

3.1 Compensation. In consideration for the services performed under this Agreement, the Port shall pay to Contractor an aggregate amount equal to (_____) in accordance with the terms and conditions set forth in this Agreement (the "Compensation"). The Compensation shall include any applicable Gross Receipts Tax.

3.2 Payment Terms

(a) **IFB.** The Port shall pay the Compensation to Contractor in accordance with the terms set forth in the IFB, and more specifically, the General Conditions section of the IFB.

(b) **Final Payment.** Final payment shall be made upon satisfactory performance of all services required to be performed by Contractor under this Agreement. Prior to the final payment due Contractor, and as a condition precedent thereto, Contractor shall execute and deliver to the Port a release in a form approved by the Port of claims against the Port arising under this Agreement. Contractor agrees to expressly waive the provision of section 82602 of Title 18, Guam Code Annotated, which states:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor

3.3 Expenses. Contractor shall be solely responsible for all expenses incurred in the performance of services under this Agreement.

3.4 No Compensation Prior to Approval of Agreement. Contractor hereby waives any and all claims for any services performed by Contractor prior to (i) the full execution of this Agreement by all parties, and (ii) Contractor's receipt of a Notice to Proceed issued by the Port.

3.5 United States Currency. The Compensation payable to Contractor shall be in the currency of the United States.

4. TERMINATION OF AGREEMENT

4.1 By the Port - Termination for Convenience

a) Termination. The Port may, when the interests of this territory so require, terminate this Agreement in whole or in part, for the convenience of the territory. The Port shall give written notice of the termination to Contractor specifying the part of this Agreement terminated and when termination becomes effective.

b) Contractor's Obligations. Contractor shall incur no further obligations in connection with the terminated services and on the date set in the notice of termination Contractor shall stop services to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated services. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated services. The Port may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to the Port. Contractor must still complete the services not terminated by the notice of termination and may incur obligations as necessary to do so.

c) Right to Construction and Supplies. The Port may require Contractor to transfer title and deliver to the Port in the manner and to the extent directed by the Port:

(i) any completed construction; and

(ii) such partially completed construction, supplies, materials, parts, tools, dies, jigs, fixtures, plans, drawing, information, and agreement rights (hereinafter called "construction material") as Contractor has specifically produced or specially acquired for the performance of the terminated part of this Agreement. Contractor shall protect and preserve property in the possession of Contractor in which the Port has an interest. If the Port does not exercise its rights under this Section 4.1(c), Contractor shall use its best efforts to sell such construction, supplies, and construction materials in accordance with the standards set forth in 13 G.C.A. § 2706. Contractor acknowledges and agrees that the exercise by the Port of its rights under this Section 4.1 shall not be deemed to be a breach of this Agreement.

d) Compensation

(i) Contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data, submitted to the extent required by section 3118 (Cost or Pricing Data) of the Guam Procurement Regulations, bearing on such claim. If Contractor fails to file a termination claim within one year from the effective date of termination, the Port may pay Contractor, if at all, an amount set in accordance with Section 4.1(d)(iii), below.

(ii) The Port and Contractor may agree to a settlement provided the Contractor has filed a termination claim supported by cost or pricing data submitted as required by §3118 (Cost or Pricing Data) of the Guam Procurement Regulations and that the settlement does not exceed (x) the Compensation under this Agreement, plus reasonable settlement costs, less (y) any payments previously made by the Port, the proceeds of any sales of construction, supplies, and construction materials under Section 4.1(c), above, and the portion of Compensation remaining for services not terminated.

(iii) Absent complete agreement under Section 4.1(d)(ii), above, the Port shall pay Contractor the following amounts with respect to all services performed prior to the effective date of the notice of termination, provided that payments shall not be duplicated for any items set forth below pursuant to any other provision of this Agreement:

(A) the cost of such services plus a fair and reasonable profit on such portion of the services (such profit shall not include anticipatory profit or consequential damages) less amounts paid or to be paid for completed portions of such services; provided, however, that if it appears that Contractor would have sustained a loss if the services would have been completed under this Agreement, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;

(B) the cost of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Section 4.1(b), above. These costs must not include costs paid in accordance with Section 4.1(d)(iii)(A), above.

(C) the reasonable settlement costs of Contractor including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of this Agreement and for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this Agreement. The total sum to be paid to Contractor under this Section 4.1(d)(iii) shall not exceed (x) the Compensation under this Agreement, plus settlement costs, less (y) any payments previously made by the Port, the proceeds of any sales of construction, supplies, and construction materials under Section 4.1(c), above, and the portion of Compensation remaining for services not terminated.

(iv) Cost claimed, agreed to, or established under Section 4.1(d)(ii) and (iii) shall be in accordance with Chapter 7 (Cost Principles) of the Guam Procurement Regulations.

4.2 By the Port - Termination for Default

(a) Default. If Contractor refuses or fails to perform the services, or any separable part thereof, with such diligence as will assure its completion within the time specified in this Agreement, or any extension thereof, or fails to complete the services within such time, or commits any other substantial breach of this Agreement, and further fails within fourteen (14) days after receipt of written notice from the Port to cure such default or to commence and continue correction of such refusal within such other time provided by the Port in writing, the Port may, by written notice to Contractor, declare Contractor in breach and terminate this Agreement or any portion thereof. In such event the Port may take over the responsibility of performing the services and prosecute the same to completion, by contract or otherwise, and may take possession of, and utilize in completing the services, such materials, appliances, and plant as may be on the site of the services and necessary therefor. Whether or not Contractor's right to proceed with the services is terminated, Contractor and Contractor's sureties shall be liable for any damage to the Port resulting from Contractor's refusal or failure to complete the services within the specified time.

(b) Liquidated Damages upon Termination. If fixed and agreed liquidated damages are provided in this Agreement, and if the Port terminates Contractor's right to proceed, the resulting damage shall consist of such liquidated damages for such reasonable time as may be required for final completion of the services required hereunder.

(c) Liquidated Damages in Absence of Termination. If fixed and agreed liquidated damages are provided in this Agreement, and if the Port does not terminate Contractor's right to proceed, the resulting damage will consist of such liquidated damages until the services required hereunder are completed.

(d) Time Extension. Contractor's right to proceed shall not be so terminated nor Contractor charged with resulting damage if:

(i) the delay in the completion of the services arises from causes such as: acts of God; acts of the public enemy; acts of the territory, and any other territorial entity in either a sovereign or contractual capacity; acts of another contractor in the performance of a contract with the Port; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; unusually severe weather; delays of subcontractors due to causes similar to those set forth above; or shortage of materials; provided, however, that no extension of time will be granted for a delay caused by a shortage of materials, unless Contractor furnished to Port proof that Contractor has diligently made every effort to obtain such materials from all known sources within reasonable reach, and further proof that the inability to obtain such materials when originally planned did in fact cause a delay in final completion of the entire services which could not be compensated for by revising the sequence of Contractor's operations; and

(ii) Contractor, within ten (10) days from the beginning of any such delay (unless the Port grants a further period of time before the date of final payment under this Agreement), notifies the Port in writing of the

causes of delay. The Port shall ascertain the facts and the extent of the delay and extend the time for completing the services when, in the judgment of the Port, the findings of fact justify such an extension.

(e) Erroneous Termination for Default. If, after notice of termination of the Contractor's right to proceed under the provisions of this Section 4.2, it is determined for any reason that Contractor was not in default under the provisions of this Section 4.2, or that the delay was excusable under the provisions of this Section 4.2, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Port's exercise of a termination for convenience under Section 4.1, above.

(f) Additional Rights and Remedies. The rights and remedies of the Port provided in this Section 4.2 shall be in addition to any other rights and remedies provided by law or under this Agreement.

4.3 Termination/Modification for Lack of Funds. The Port may terminate or modify this Agreement based upon a lack of funding. In such an event, the Port shall promptly provide notice to Contractor and within twenty (20) days of the notice, the parties shall renegotiate the terms of this Agreement in good faith. If the parties are unable to reach an agreement on the renegotiation, then either Party may terminate this Agreement pursuant to other provisions of this Section 4, as applicable.

4.4 By Contractor - Termination for Cause. Contractor may elect to terminate this Agreement at any time for Cause, effective upon delivery of written notice of termination. For purposes of this Section 4.4, "Cause" shall mean the Port's failing to perform the duties and obligations imposed upon the Port hereunder and failing to cure such breach within twenty (20) days following delivery to the Port of written notice specifying the failures to perform, or, if such default cannot reasonably be remedied within such 20-day period, the Port fails to commence and diligently pursue remedial action within such 20-day period or fails to cure such default within sixty (60) days following delivery to the Port of written notice specifying the failures to perform. Upon the termination of this Agreement in accordance with this Section 4.4, the Port shall be obligated to pay Contractor for the portion of Compensation accrued and payable with respect to the satisfactory performance of services for the period ending on the effective date of termination.

4.5 Preservation of Property. Notwithstanding any termination of this Agreement, and subject to any directions from the Port, Contractor shall take timely and reasonable and necessary action to protect and preserve the property in the possession of Contractor in which the Port has an interest.

4.6 Additional Provisions. The termination of this Agreement by any party pursuant to the provisions of this Section 4 shall not constitute, or be deemed to constitute, the waiver or release by such party

of any rights or claims such party may have against the other party by reason of actions or omissions occurring on or before the effective date of termination. The parties acknowledge and agree that in the event of termination, the Port may issue a new Invitation for Bids with respect to such terminated services.

5. CONTACT PERSON.

Contractor agrees that, during the term of this Agreement, it shall identify a primary contact person who is familiar with the services being performed hereunder and who shall be responsible for responding to the questions and direction of the Port. The contact person must be identified in writing within five (5) days after full execution of this Agreement by all parties. The Port reserves the right to request replacement of the contact person designated by Contractor under this Agreement.

6. CONFIDENTIALITY

6.1 Confidential Information. Contractor hereby warrants that it shall not disclose any documents, materials or information, whether verbal, written, recorded magnetic media or otherwise (collectively, the "Confidential Information"), made available or acquired for the purpose of carrying out this Agreement. Only authorized persons shall use and have access to the Confidential Information, and then only for the period such access is required to perform services under this Agreement. All necessary steps shall be taken by Contractor to safeguard the confidentiality of the Confidential Information in conformance with the terms of this Agreement and any applicable federal and local laws, statutes and regulations.

(a) The obligations under this Section 6 shall survive termination of this Agreement. Upon termination of this Agreement, all Confidential Information shall be returned promptly to the Port and all copies or derivations of the Confidential Information shall be physically and/or electronically destroyed. Contractor shall include a letter attesting to the return of Confidential Information and documenting the destruction of copies and derivations with the returned Confidential Information.

(b) Contractor shall not enter into any agreements or discussions with a third party concerning the Confidential Information without the prior written consent of the Port, and then only if Contractor requires the third party to agree to the terms of this Section 6 and the Confidential Information is provided to such third party only for purposes of enabling Contractor to discharge its responsibilities under this Agreement.

(c) The confidentiality obligations set forth in this Section 6 shall not apply (i) to the extent required by applicable law, (ii) to the extent that any Confidential Information is now or hereafter becomes part of the public domain, but only to the limited extent that such Confidential Information, or any portion thereof, is in the public domain not as a result of any breach or violation of this Agreement, or (iii) to the extent that a party is directed otherwise under the terms of a valid and effective order issued by a court of competent jurisdiction.

6.2 Equitable Relief. Contractor (a) acknowledges that any violation of the provisions of this Section 6 may cause to the Port immediate and irreparable damage for which the Port cannot be adequately compensated by monetary damages, (b) therefore agrees that in the event of any such breach, the Port shall be entitled to such preliminary or other injunctive relief, an order for specific performance, and any other equitable relief as a court may determine to be appropriate, (c) hereby waives any requirement that the Port post, as a condition or other requirement of obtaining any such equitable relief, a bond or other collateral, and (d) further agrees that such equitable relief shall be in addition to any damages or other remedies provided by law and otherwise available to the Port by reason of Contractor's breach.

7. CONFLICTS OF INTERESTS; ETHICS

7.1 Contractor warrants and covenants that it has not violated and will not violate Guam's procurement law or regulations pertaining to ethics in public contracting.

7.2 Notwithstanding any other provision in this Agreement, Contractor acknowledges and agrees that any breach by Contractor of the covenants or warranties in this Section 7 shall be deemed a material breach of this Agreement and shall entitle the Port to immediately terminate this Agreement without liability.

8. COMPLIANCE WITH LAWS

8.1 General. Contractor shall comply with all applicable federal and local laws, statutes, regulations and ordinances with respect to this Agreement. Contractor represents and warrants that it is fully licensed to do business in Guam to render the services to be provided herein.

8.2 Non-Discrimination in Employment. Contractor agrees (i) not to unlawfully discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap, and (ii) to post and to cause any subcontractor to post in a conspicuous place available to employees and applicants for employment, a notice setting forth the substance of clause (i), above.

8.3 Davis Bacon Requirements

8.3.1 Minimum Wages

8.3.1.1. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in Sec. 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

8.3.1.2 (A) The Port shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Port shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

8.3.1.2 (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Port agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Port to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Port or will notify the Port within the 30-day period that additional time is necessary.

8.3.1.2 (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Port do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Port shall refer the questions, including the views of all interested parties and the recommendation of the Port, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Port or will notify the Port within the 30-day period that additional time is necessary.

8.3.1.2 (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

8.3.1.3. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

8.3.1.4. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

8.3.2. Withholding. The Port shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally- assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Port may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

8.3.3 Payrolls and Basic Records.

8.3.3.1. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

8.3.3.2 (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Port if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Port. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site.

The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Port if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Port, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

8.3.3.2 (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

8.3.3.2 (B).1 That the payroll for the payroll period contains the information required to be provided under Sec. 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under Sec. 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

8.3.3.2 (B).2 That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

8.3.3.2 (B).3 That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

8.3.3.2 (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 8.3.3.2(B) of this section.

8.3.3.2(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

8.3.3.3 The contractor or subcontractor shall make the records required under paragraph 8.3.3 of this section available for inspection, copying, or transcription by authorized representatives of the Port or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

8.3.4. Apprentices and trainees

8.3.4.1 Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

8.3.4.2 Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually

registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

8.3.4.3 Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

8.3.5 Compliance with Copeland Act Requirements. The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

8.3.6 Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Port may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

8.3.7. Contract Termination: Debarment. A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8.3.7.1 Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

8.3.8. Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

8.3.9. Certification of Eligibility.

8.3.9.1. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

8.3.9.2. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

8.3.9.3. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

8.4 DOMESTIC PRODUCTS PREFERENCE

8.4.1 As appropriate and to the extent consistent with law, there is a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts, including all purchase orders for work or products under this subaward. For purposes of this section: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

8.5 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND EQUIPMENT

8.5.1 For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, Contractor and all subcontractors are prohibited from procuring, obtaining, or purchasing: 1) equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; and 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

8.6 NONSEGREGATED FACILITIES

The Contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The Contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The Contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the Contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The Contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

8.7 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

As used in these paragraphs, the terms laborers and mechanics include watchmen and guards.

8.7 (A) Overtime requirements. No contractor or subcontractor contracting for any part of the contract Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess

of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

8.7 (B) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of this section, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this section.

8.7 (C) Withholding for unpaid wages and liquidated damages. The Port Authority of Guam shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in this section.

8.7 (D) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

8.8 SAFETY: ACCIDENT PREVENTION

8.8 (A) In the performance of this contract the Contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

8.8 (B) It is a condition of this contract, and shall be made a condition of each subcontract, which the Contractor enters into pursuant to this contract, that the Contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

8.8 (C) Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

8.8 (D) Hazardous Materials.

8.8. (D) 1 The Contractor is responsible for compliance with any applicable Federal, State, and local laws or requirements regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in this Agreement and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall,

upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Port Authority of Guam and the Project Manager in writing.

8.8 (D) 2 The Contractor shall indemnify the Port Authority of Guam for the cost and expense incurred: (1) for remediation of a material or substance the Contractor brings to the site and negligently handles; or (2) where the Contractor fails to perform its obligations, except to the extent that the cost and expense are due to the Port Authority of Guam's fault or negligence.

8.8 (E) Emergencies. In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss.

8.9 DRUG FREE WORKPLACE

8.9 (A) The Contractor shall, within 30 days after award:

8.9 (A) 1 Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

8.9 (A) 2 Establish an ongoing drug-free awareness program to inform such employees about -
(i) The dangers of drug abuse in the workplace;
(ii) The Contractor's policy of maintaining a drug-free workplace;
(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

8.9 (A) 3 Provide all employees engaged in performance of the contract with a copy of the statement required by paragraph (1) of this clause;

8.9 (A) 4 Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will -
(i) Abide by the terms of the statement; and
(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

8.9 (A) 5 Notify the Procurement Officer in writing within 10 days after receiving notice under subdivision (4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

8.9 (A) 6 Within 30 days after receiving notice under subdivision (4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or
(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

8.9 (A) 7 Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (1) through (6) of this clause.

8.9 (B) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

8.9 (C) In addition to other remedies available to the Port Authority of Guam, the Contractor's failure to comply with the requirements of paragraph (B) or (C) of this clause may render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

8.10 DEBARMENT (GUAM AND FEDERAL)

8.10 (A) Guam Debarment and Suspension. Contractor warrants that it will comply with the provisions of 5 GCA Chapter 5 Articles 9 and 11, subject to debarment or suspension, and that it will not employ any subcontractors who have been federally debarred or debarred by the Government of Guam.

8.10 (B) Federal Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110. The Contractor certifies that it and its principals: 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; 2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated above; and 4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default. Contractor further warrants that it is not a party listed on the government wide exclusions in the System for Award Management (SAM), and will comply with the provisions of Subpart C of 2 CFR Part 1326, "Nonprocurement Debarment and Suspension," (published in the Federal Register on December 21, 2006, 71 FR 76573) which generally prohibits entities that have been debarred, suspended, or voluntarily excluded from participating in nonprocurement transactions either through primary or lower tier covered transactions, and which sets forth the responsibilities of recipients of federal financial assistance regarding transactions with other persons, including subrecipients and contractors. Contractor will provide a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, Lower Tier Covered Transaction (Sub-Recipient), which is a material representation of fact. Submission of this certification is a pre-requisite for entering into this Agreement, imposed by Executive Order 12549, 28 CFR Part 67, Section 67.510.

8.11 FEDERAL LOBBYING

8.11.2 The Contractor certifies, to the best of his or her knowledge and belief, that:

8.11 (A) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of this Agreement, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Agreement or any Federal grant, loan, or cooperative agreement.

8.11 (B) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, or any Federal grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq .)]

8.10 (C) The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

8.10 (D) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement. The Contractor certifies or affirms the truthfulness and accuracy of each statement of this certification and disclosure. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure.

8.11 IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (APPLICABLE TO ALL CONTRACTS AND SUBCONTRACTS EXCEEDING \$100,000).

8.11.1 Contractor agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC, 1857H), Section 508 of the Clean Water Act (33 USC, 1368), Executive Order 11378, and Environmental Protection Agency regulations (40 C.F.R., Part 15), which prohibit the use under nonexempt federal contracts, grants, or loans of facilities included on the EPA list of Violating Facilities. Contractor shall report violations to *Agency* and to the USEPA Assistant Administrator for Enforcement (ENO329).

8.11.2 By executing this contract, and any subcontracts, as appropriate, the Contractor and any subcontractors will be deemed to have stipulated as follows:

8.11 (A) That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

8.11 (B) That the Contractor agrees to include or cause to be included the requirements of paragraph (A) of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

8.12 PROCUREMENT OF RECOVERED MATERIALS

Contractor and all subcontractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

8.13 UNALLOWABLE COSTS

Contractor agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds. Costs that are expressly unallowable under federal funding laws, or costs which specifically become designated as unallowable as a result of a written decision furnished by a contracting officer pursuant to contract dispute procedures, or costs which are mutually agreed to be unallowable, including mutually agreed to be unallowable directly associated costs, shall be identified and excluded from any invoice, billing, claim, or proposal applicable to a federally funded contract. A directly associated cost is any cost which is generated solely as a result of incurring another cost, and which would not have been incurred had the other cost not been incurred. When an unallowable cost is incurred, its directly associated costs are also unallowable. Contractor agrees to pay any penalties associated with any unallowable costs.

8.14 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

8.14 (A) The Contractor must comply with all applicable requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the OEA. The interpretation of this clause and this Agreement is subject to the definitions located at 37 CFR § 401.14.

8.14 (B) The Contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

8.14 (C) Invention Disclosure, Election of Title and Filing of Patent Application by Contractor

8.14 (C) 1 The Contractor will disclose each subject invention to the OEA Federal Emergency Management Agency and Maritime Administration within two months after the inventor discloses it in writing to Contractor personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the agency, the Contractor will promptly notify the agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Contractor.

2. The Contractor will elect in writing whether or not to retain title to any such invention by notifying the Federal agency within two years of disclosure to the Federal agency. However, in any case where a patent, a printed publication, public use, sale, or other availability to the public has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

3. The Contractor will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. If the Contractor files a provisional application as its initial patent application, it shall file a non-provisional application within 10 months of the filing of the provisional application. The Contractor will file patent applications in additional countries or international patent offices within either ten months of the first filed patent application or six months from the date permission is granted by the Commissioner of Patents to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

4. For any subject invention with Federal agency and Contractor co-inventors, where the Federal agency employing such co-inventor determines that it would be in the interest of the government, pursuant to 35 U.S.C. 207(a)(3), to file an initial patent application on the subject invention, the Federal agency employing such co-inventor, at its discretion and in consultation with the Contractor, may file such application at its own expense, provided that the Contractor retains the ability to elect title pursuant to 35 U.S.C. 202(a).

5. Requests for extension of the time for disclosure, election, and filing under paragraphs (1), (2), and (3) of this clause may, at the discretion of the Federal agency, be granted. When a Contractor has requested an extension for filing a non-provisional application after filing a provisional application, a one-year extension will be granted unless the Federal agency notifies the Contractor within 60 days of receiving the request.

8.14 (D) Conditions When the Government May Obtain Title

The Contractor will convey to the Federal agency, upon written request, title to any subject invention:

8.14 (D) 1 If the Contractor fails to disclose or elect title to the subject invention within the times specified in paragraph (C) of this clause, or elects not to retain title.

8.14 (D) 2 In those countries in which the Contractor fails to file patent applications within the times specified in paragraph (C) of this clause; provided, however, that if the Contractor has filed a patent

application in a country after the times specified in paragraph (C) of this clause, but prior to its receipt of the written request of the Federal agency, the Contractor shall continue to retain title in that country.

8.14 (D) 3 In any country in which the Contractor decides not to continue the prosecution of any non-provisional patent application for, to pay a maintenance, annuity or renewal fee on, or to defend in a reexamination or opposition proceeding on, a patent on a subject invention.

8.14 (E) Minimum Rights to Contractor and Protection of the Contractor Right to File

8.14 (E) 1 The Contractor will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Contractor fails to disclose the invention within the times specified in (C), above. The Contractor's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the Contractor is a party and includes the right to grant sublicenses of the same scope to the extent the Contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of the Federal agency except when transferred to the successor of that party of the Contractor's business to which the invention pertains.

8.14 (E) 2 The Contractor's domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and agency licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the Contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the Contractor, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

8.14 (E) 3 Before revocation or modification of the license, the funding Federal agency will furnish the Contractor a written notice of its intention to revoke or modify the license, and the Contractor will be allowed thirty days (or such other time as may be authorized by the funding Federal agency for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified. The Contractor has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and agency regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

8.14 (F) Contractor Action to Protect the Government's Interest

8.14 (F) 1 The Contractor agrees to execute or to have executed and promptly deliver to the Federal agency all instruments necessary to: (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Contractor elects to retain title; and (ii) convey title to the Federal agency when requested under paragraph (D) above and to enable the government to obtain patent protection throughout the world in that subject invention.

8.14 (F) 2 The Contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Contractor each subject invention made under contract in order that the Contractor can comply with the disclosure provisions of paragraph (C) of this clause, to assign to the Contractor the entire right, title and interest in and to each subject invention made under contract, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by paragraph (C)(1) of this clause. The Contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

8.14 (F) 3 For each subject invention, the Contractor will, no less than 60 days prior to the expiration of the statutory deadline, notify the Federal agency of any decision: Not to continue the prosecution of a non-provisional patent application; not to pay a maintenance, annuity or renewal fee; not to defend in a reexamination or opposition proceeding on a patent, in any country; to request, be a party to, or take action in a trial proceeding before the Patent Trial and Appeals Board of the U.S. Patent and Trademark Office, including but not limited to post-grant review, review of a business method patent, *inter partes* review, and derivation

proceeding; or to request, be a party to, or take action in a non-trial submission of art or information at the U.S. Patent and Trademark Office, including but not limited to a pre-issuance submission, a post-issuance submission, and supplemental examination.

8.14 (F) 4 The Contractor agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under the Agreement for Professional Technical Advisory Services between Contractor and OOG, awarded by the OOG under Federal Award Number HQ0005171035. The government has certain rights in the invention."

8.14 (G) Subcontracts

8.14 (G) 1 The Contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work to be performed by a subcontractor. The subcontractor will retain all rights provided for the Contractor in this clause, and the Contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

8.14 (G) 2 The Contractor will include in all other subcontracts, regardless of tier, for experimental developmental or research work the patent rights clause required by the FAR or the Terms and Conditions of Federal Award Number HQ0005171035.

8.14 (G) 3 In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the OEA, subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (J) of this clause.

8.14 (H) Reporting on Utilization of Subject Inventions

The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and such other data and information as the agency may reasonably specify. The Contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (J) of this clause. As required by 35 U.S.C. 202(c)(5), the agency agrees it will not disclose such information to persons outside the government without permission of the Contractor.

8.14 (I) Preference for United States Industry

Notwithstanding any other provision of this clause, the Contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

8.14 (J) March-in Rights

The Contractor agrees that with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency to require the Contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Contractor, assignee, or exclusive licensee refuses such a request the Federal agency has the right to grant such a license itself if the Federal agency determines that:

8.14 (J) 1 Such action is necessary because the Contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

8.14 (J) 2 Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Contractor, assignee or their licensees;

8.14 (J) 3 Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Contractor, assignee or licensees; or

8.14 (J) 4 Such action is necessary because the agreement required by paragraph (I) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

8.15 ACCESS TO RECORDS, INSPECTION, AND AUDIT REVIEW

8.15 (A) Access to Records. The Contractor, including its subcontractors, if any, shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at their respective office at all reasonable times during the contract period and for three (3) years from the date of final payment under this Formal Agreement, for inspection by *AGENCY*. Each subcontract by the Contractor pursuant to this Agreement shall include a provision containing the conditions of this Section.

8.15 (B) Right to Audit. Contractor shall establish and maintain a reasonable accounting system that enables the Port Authority of Guam to readily identify Contractor's assets, expenses, costs of goods, and use of funds. The Port Authority of Guam and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this Agreement kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; backcharge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Contractor shall, at all times during the term of this Agreement and for a period of ten years after the completion of this Agreement, maintain such records, together with such supporting or underlying documents and materials. The Contractor shall at any time requested by the Port Authority of Guam, whether during or after completion of this Agreement, and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by the Port Authority of Guam. Such records shall be made available to the Port Authority of Guam during normal business hours at the Contractor's office or place of business and [subject to a three-day written notice/without prior notice]. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for the Port Authority of Guam. Contractor shall ensure the Port Authority of Guam has these rights with Contractor's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to the Port Authority of Guam. Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the Port Authority of Guam unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Contractor to the Port Authority of Guam in excess of one-half of one percent (.5%) of the total contract billings, the Contractor shall reimburse the Port Authority of Guam for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the Port Authority of Guam may recoup the costs of the audit work from the Contractor. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the Port Authority of Guam's findings to Contractor.

8.15 (C) Right to Enter and Inspect. The Port Authority of Guam may, at any time, without notice, enter and inspect a Contractor's or subcontractor's facilities, place(s) of business, or any place(s) of performance of this Agreement. The Port Authority of Guam may enter and inspect any plans, supplies, services, equipment, work and records at these locations which are related to the performance of this Agreement, and may conduct any testing deemed necessary to determine whether the Contractor's or subcontractor's compliance or conformity to the solicitation or contract requirements. Guam may enter and audit the cost or pricing data, books, and records of the Contractor or any subcontractor, and/or investigate in connection with an action to debar or suspend a person from consideration for award of contracts pursuant to §9102 (Authority to Debar or Suspend) of the Guam Procurement Rules and Regulations.

8.16 No Obligation by the Federal Government

8.16.1 The Port Authority of Guam and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Port Authority of Guam, Contractor, or any other party (whether or not a party to the contract) pertaining to any matter resulting from the underlying contract. Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal funds under this Agreement. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

9. Prohibition Against Gratuities and Kickbacks

- A. Gratuities. It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee, to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.
- B. Kickbacks. It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement of the award of a subcontract or order.

10. RETENTION AND ACCESS TO RECORDS AND OTHER REVIEW. Contractor, including subcontractors, if any, shall maintain all books, documents, papers, accounting records and other evidence pertaining to the services performed and costs incurred, and shall make such materials available at its respective offices at all reasonable times for inspection by the Port for the period ending six (6) years following the expiration or termination of this Agreement. The Port agrees to comply with Contractor's reasonable requests for access to all documents and Port property reasonably necessary to the performance of Contractor's services under this Agreement.

11. INDEMNIFICATION

11.1 Indemnification. Contractor shall indemnify and hold the Port and each of its officers, agents, Board members and employees, harmless from and against all claims, losses, expenses, injuries, damages, actions, lawsuits, judgments, and all other liabilities, including reasonable attorneys' fees for the defense thereof, arising from or relating to (i) Contractor's breach or failure to perform any of its obligations under this

Agreement, (ii) the inaccuracy of any representation or warranty of Contractor under this Agreement, (iii) any violation of or noncompliance with any federal or local law or regulation by Contractor, or (iv) any act or omission of Contractor or its employees, officers, directors, contractors, agents, representatives, successors, or assigns, in the performance or nonperformance of services under this Agreement.

11.2 No Liability. The Port assumes no liability for any accident, loss, claim, judgment, action or injury that may occur with respect to Contractor, Contractor's officers, directors, agents, servants, subcontractors or employees, or to the personal property of any such person or entity, arising out of the performance of services under this Agreement except to the extent caused by the willful misconduct of the Port. No Board member, officer, agent, or employee of the Port shall be personally liable to Contractor under or by reason of this Agreement or any of its provisions.

12. SUSPENSION OF WORK

12.1 Suspension for Convenience. The Port may order Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as the Port may determine to be appropriate for the convenience of the territory.

12.2 Adjustment of Cost. If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted by an act of Port in the administration of this Agreement, or by the failure of the Port to act within the time specified in this Agreement (or if no time is specified, within reasonable time), an adjustment shall be made for any increase in the cost of performance of this Agreement necessarily caused by such unreasonable suspension, delay, or interruption and this Agreement modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent:

- (a) that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of Contractor; or
- (b) such adjustment is provided for or excluded under any other provision of this Agreement.

12.3 Time Restriction on Claim. No claim under this Section 11 shall be allowed:

- (a) for any costs incurred more than twenty (20) days before Contractor shall have notified the Port in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and
- (b) unless the claim is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment under the contract.

12.4 Adjustments of Price. Any adjustment in the Compensation payable under this Agreement made pursuant to this Section 11 shall be determined in accordance with Section 12, below.

13. PRICE ADJUSTMENT

13.1 Price Adjustment Methods. Any adjustment pursuant to the terms of this Agreement in the Compensation payable under this Agreement, shall be made in one or more of the following ways:

- (a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- (b) by unit prices specified in this Agreement or subsequently agreed upon;

(c) by the costs attributable to the event or situation covered by the applicable clause or provision, plus appropriate profit or fee, all as specified in this Agreement or subsequently agreed upon;

(d) in such other manner as the parties may mutually agree; or

(e) in the absence of an agreement between the parties, by a unilateral determination by the Port of costs attributable to the event or situation covered by the clause or provision, plus appropriate profit or fee, all as computed by the Port in accordance with generally accepted accounting principles and applicable provisions under Chapter 7 (Cost Principles) of the Guam Procurement Regulations and subject to the provisions of Article 5, Chapter 5 of 5 G.C.A. (Legal and Contractual Remedies) of the Guam Procurement Act.

13.2 Submission of Cost or Pricing Data. Contractor shall submit cost or pricing data for any price adjustments subject to the provisions of §3118 (Cost or Pricing Data) of the Guam Procurement Regulations.

14. DISPUTES

14.1 All controversies between the Port and Contractor which arise under, or are by virtue of, this Agreement and which are not resolved by mutual agreement, shall be decided by the Procurement Officer in writing, within 60 days after written request by Contractor for a final decision concerning the controversy; provided, however, that if the Procurement Officer does not issue a written decision, within 60 days after written request for a final decision, or within such longer period as may be agreed upon by the Parties, then Contractor may proceed as if a decision adverse to the Port had been received.

14.2 The Procurement Officer shall immediately furnish a copy of the decision to Contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt.

14.3 Any such decision shall be final and conclusive, unless fraudulent, or Contractor brings an action appealing the decision to the Office of Public Auditor. Either party shall have the right to appeal an adverse decision by the Public Auditor to the Superior Court of Guam as provided in 5 GCA Section 5707.

14.4 Contractor shall comply with any decision of the Procurement Officer and proceed diligently with performance of this Agreement pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, this Agreement, except where there has been a material breach of the contract by the Port; provided, however, that in any event Contractor shall proceed diligently with the performance of the contract where the Chief Procurement Officer, the Director of Public Works, or the head of a Purchasing Agency has made a written determination that continuation of work under this Agreement is essential to the public health and safety.

15. CLAIMS BASED ON PORT ACTIONS OR OMISSIONS

15.1 Notice of Claim. If any action or omission on the part of the Port requiring performance changes within the scope of this Agreement constitutes the basis for a claim by Contractor for additional compensation, damages, or an extension of time for completion, Contractor shall continue with performance of this Agreement in compliance with the directions or orders of the Port, but by so doing, Contractor shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

(a) Contractor shall have given written notice to the Port:

(i) prior to the commencement of the services involved, if at that time the contractor knows of the occurrence of such action or omission;

(ii) within 30 days after Contractor knows of the occurrence of such action or omission, if Contractor did not have such knowledge prior to the commencement of the services; or

(iii) within such further time as may be allowed by the Port in writing.

The notice shall state that Contractor regards the act or omission as a reason which may entitle Contractor to additional compensation, damages, or an extension of time. The Port, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Port.

(b) The notice required by Section 13.1(a), above, describes as clearly as practicable at the time the reasons why Contractor believes that additional compensation, damages, or an extension of time may be remedies to which Contractor is entitled; and

(c) Contractor maintains and, upon request, makes available to the Port within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.

15.2 Limitations of Clause. Nothing in this Section 13, however, shall excuse Contractor from compliance with any rules of law precluding any territorial officers and any contractors from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of this Agreement.

15.3 Adjustments of Price. Any adjustment in the Compensation payable under this Agreement made pursuant to this Section 13 shall be determined in accordance with Section 12, above.

16. MODIFICATIONS INCLUDING THOSE DUE TO PUBLIC WELFARE, CHANGE IN LAW OR CHANGE IN MARKETING CONDITIONS. The Port shall have the unilateral power to modify this Agreement at any time subject to the written agreement of Contractor. The Port shall have the power to make changes in this Agreement and to impose new rules and regulations on Contractor under this Agreement relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare or due to a change in law. The Port shall give Contractor notice of any proposed change in this Agreement and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of Contractor. In the event the Port materially alters the obligations of Contractor, or the benefits to the Port, then this Agreement shall be amended consistent therewith. Should these amendments materially alter the obligations of Contractor, then Contractor or the Port shall be entitled to an adjustment in the rates and charges established under this Agreement. Contractor shall be entitled to terminate this Agreement rather than accept modified terms. Nothing contained in this Agreement shall require any party to perform any act or function contrary to law. The Port and Contractor agree to enter into good faith negotiations regarding modifications to this Agreement, which may be required in order to implement changes in the interest of the public welfare or due to changes in law. When such modifications are made to this Agreement, the Port and Contractor shall negotiate in good faith a reasonable and appropriate adjustment for any changes in services or other obligations required of Contractor directly and demonstrably due to any modification in this Agreement under this Section 14.

17. INDEPENDENT CONTRACTOR AND ITS EMPLOYEES

17.1 Status. Contractor acknowledges that in performing services pursuant to this Agreement, Contractor (a) shall be an independent contractor and not an employee of the Port, (b) shall not be entitled to participate in any fringe benefit programs established by the Port for the benefit of its employees, and (c) shall be solely responsible for paying prior to delinquency, and shall indemnify, defend, and hold the Port free and harmless from and against, all income taxes, self-employment taxes, and other taxes (including any interest and penalties with respect thereto) imposed on the fees and compensation paid by the Port to Contractor pursuant to this Agreement.

17.2 Limitation on Authority. Contractor (a) shall not be an agent of the Port and shall have no authority to bind the Port or incur any liabilities in the name of the Port, and (b) shall indemnify, defend, and hold the Port free and harmless from and against all claims, costs, damages, and expenses arising from or related to a breach by Contractor of the limitation set forth in this Section 15.2.

17.3 Port Security Guidelines. In accordance with applicable local and federal rules and regulations, Contractor and its employees or agents must pre-arrange their visits to Port property with a minimum of twenty-four (24) hours advance notice. Such notice shall include Contractor's employee's or agent's names, Social Security or Driver's license numbers, and the time, date, and nature of the anticipated visit. Contractor shall not have access to restricted areas without Port Police clearance or an authorized escort when required. If required, Contractor shall comply with all applicable policies regarding issuance of Port visitor or identification cards. If required, Contractor shall obtain Transportation Workers Identification Credential (TWIC). If Contractor shall operate any vehicles on Port property, Contractor shall comply with all applicable policies regarding maintenance of insurance for vehicles, including submission of vehicle registration and proof of insurance for the vehicles.

18. DISCLOSURE. Contractor hereby represents that it has disclosed to the Port all matters regarding Contractor which if not disclosed to the Port would materially affect the Port's decision to enter into this Agreement with Contractor.

19. DISPOSITION OF PROPERTY AND MATERIALS; INTELLECTUAL PROPERTY RIGHTS

19.1 All plans, outlines, briefs, memoranda, studies, reports, analyses and all other work product and materials incidental or otherwise ("Work Product") which are produced by reason of this Agreement shall be and remain the property of the Port, regardless of whether Contractor is in possession of such Work Product, and may be used by the Port without permission from Contractor and without any additional costs to the Port.

19.2 All Work Products, including any and all intellectual property rights in said Work Product, arising out of this Agreement shall be the sole and exclusive property of the Port. Contractor explicitly acknowledges that the Port possesses exclusive rights to the Work Product arising out of this Agreement. Contractor shall not use or permit others to use in any way or form the Work Product without the express written consent of the Port.

20. EMPLOYMENT OF PERSONS CONVICTED OF A SEX OFFENSE.

Contractor warrants 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 of an offense with the same elements as heretofore defined in any other jurisdiction, or who is listed on the Sex Offender Registry, shall provide services on behalf of the Port while on the Port or Government of Guam property, with the exception of public highways. If any employee or agent of Contractor is providing services on government or Port property and is convicted subsequent to the effective date of this Agreement, then Contractor warrants that it will notify the Port of the conviction within twenty-four (24) hours of the conviction, and will immediately remove and prohibit such convicted person from providing services on government or Port property. If Contractor is found to be in violation of any of the provisions of this Section 18, then Contractor shall take corrective action within twenty-four (24) hours of the notice from the Port, and Contractor shall notify the Port when corrective action has been taken. If Contractor fails to take corrective steps within twenty-four (24) hours of the notice from the Port, then the Port in its sole discretion may suspend the performance of services until corrective action has been taken.

21. MISCELLANEOUS

21.1 Waiver. No waiver by any party of any right on any occasion shall be construed as a bar to or waiver of any right or remedy on any future occasion.

21.2 Severability. If any provision of this Agreement shall be held or deemed by a court of competent jurisdiction to be invalid, inoperative or unenforceable, the remaining provisions herein contained shall nonetheless continue to be valid, operative and enforceable as though the invalid, inoperative or unenforceable provision had not been included in this Agreement.

21.3 Survival of Warranties. All representations, warranties, agreements, covenants and obligations in this Agreement shall be deemed to have been relied upon by the other party, and shall survive the completion of this Agreement and shall not merge in the performance of any obligation by any party hereto.

21.4 Fees and Expenses. Each of the parties shall bear its own expenses in connection with the negotiation and consummation of the transactions contemplated by this Agreement.

21.5 Notices. All invoices, reports, correspondence, notices, requests, demands and other communications hereunder shall be in the English language, in writing. All notices required to be given under this Agreement by either party to the other may be effected by personal delivery, or by mail (registered or certified, postage, prepaid with return receipt requested). Notices delivered personally shall be deemed communicated as of actual receipt. Mailed notices shall be deemed communicated as of the day of receipt or the fifth (5th) day after mailing, which occurs first. Notices shall be addressed and delivered to the parties as follows, provided that each party may change the address by giving the other party written notice in accordance with this Section 19.5:

TO THE PORT: JOSE D. LEON GUERRERO COMMERCIAL PORT
 Port Authority of Guam
 Attention: Mr. Rory J. Respicio, General Manager
 1026 Cabras Highway, Suite 201
 Piti, Guam 96925

With a copy to the Port's Legal Counsel of Record.

TO CONTRACTOR:

21.6 Assignment/Subcontractors. It is expressly acknowledged that Contractor is solely responsible for the fulfillment of its duties and obligations under this Agreement, regardless of whether or not Contractor utilizes one or more subcontractors for such purpose. All rights and interest of Contractor under this Agreement (including, but not limited to, Contractor's right to or interest in any part of or all payments under this Agreement) may not be assigned, transferred or subcontracted to any other person, firm, corporation or other entity, whether by agreement, merger, operation of law or otherwise, without the prior, express written consent of the Port. In the event of a permissive subcontract or assignment of this Agreement by Contractor, Contractor agrees that any subcontractors retained by Contractor or assignees shall be subject to all provisions of this Agreement. Contractor agrees that with respect to any agreement entered into by Contractor with a subcontractor to perform any services required hereunder, such agreement shall specifically include the covenants, warranties, prohibitions and requirements set forth in Sections 7, 8, and 9, above.

21.7 Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors, assigns and transferees, except as otherwise provided for under the terms of this Agreement.

21.8 Entire Agreement: Amendments. This Agreement, the IFB, and the Bid (a) represent the entire understanding of the parties regarding the subject matter hereof, and supersede and replace all prior and contemporaneous understandings regarding the subject matter hereof, whether oral or written, and (b) except

as otherwise expressly set forth in this Agreement, may not be modified or amended, except by a written instrument executed by the parties after the effective date of this Agreement.

21.9 Conflicting Terms. In the event of a conflict between the provisions of this Agreement, the IFB, and the Bid, the contradiction shall be resolved by giving precedence in the following order: first, to the provisions of this Agreement (as it may be amended from time to time); second, to the provisions of the IFB; and third, to the provisions of the Bid.

21.10 Effect of Headings. The subject headings of the sections and subsections of this Agreement are included for purposes of convenience only and should not affect construction or interpretation of any of its provisions.

21.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which, taken together, shall be deemed to be a single agreement.

21.12 Governing Law; Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of Guam. Each party consents to the jurisdiction of the courts of Guam for the purpose of construing or enforcing the rights and obligations created under this Agreement. The exclusive venue for all disputes that arise under this Agreement shall be the Superior Court in and for Guam.

21.13 Computation of Time. Whenever this Agreement provides for a time period of ten (10) days or less, weekends and Government of Guam holidays shall not be included in the computation. When this Agreement provides for a time period exceeding ten (10) days, weekends and Government of Guam holidays shall be included in the computation.

21.14 Remedies. Any dispute arising out of or under this Agreement shall be subject to the provisions of Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations

**** Approval Signatures will appear on following page ***

WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below their respective signatures.

**JOSE D. LEON GUERRERO
COMMERCIAL PORT**

CONTRACTOR/CONSULTANT

General Manager

Date: _____

(CONTRACTOR NAME)

President

Date: _____

APPROVED AS TO FORM:

**CERTIFICATION OF AVAILABILITY
OF FUNDS:**

Port Legal Counsel
Jose D. Leon Guerrero Commercial Port

Date: _____

Financial Affairs Controller
Jose D. Leon Guerrero Commercial Port

Date: _____

CONTRACT No.: _____

BUDGET ACCT. No.: _____

Volume 4

SCOPE OF WORK

SCOPE OF WORK

IFB-PAG-003-21 CCTV SURVEILLANCE SYSTEM & ACCESS CONTROL SYSTEM (ACS) REPLACEMENT PROJECT AND PREVENTATIVE MAINTENANCE SERVICES

GENERAL STATEMENT OF WORK

PROJECT LOCATION

The project location includes various areas throughout the Port Authority of Guam properties to include the Cargo Terminal (Container Yard), Administration Building, Port Police Building, Port Command Center (PCC), Warehouse 1 (WH1), Equipment Maintenance & Repair (EQMR) Building, Gatehouse, Container Freight Station (CFS), and the optional bid item for the Agat Marina.

GENERAL REQUIREMENTS AND RESPONSIBILITIES

Note: BIDDERS ARE REQUIRED TO INDICATE COMPLY BY EACH LINE ITEM CONFIRMING THAT THEY SHALL COMPLY TO THE SCOPE OF SERVICES AND REQUIREMENTS.

1. Bidders shall investigate and assess the project sites and verify existing conditions and measurements prior to submitting bid cost proposal. Failure to do so shall not be a cause for additional claims against PAG;
2. Bidders shall comply with 5 GCA CH. 5 § 5212. Bid security shall be a bond provided by a surety company authorized to do business in Guam, or the equivalent in cash, or otherwise supplied in a form satisfactory to the government of Guam in an amount equal to fifteen percent (15%) of the total amount bid;
3. Awarded bidder shall comply with Buy America Act – 41 U.S.C. § 8301-8305 and the Davis-Bacon Act – 40 U.S.C. §§ 3141 and 2 CFR Section 200.216 Prohibition on certain telecommunications and video surveillance services or equipment. There are two separate funding sources for this project: 1) Port Security Grant Program, and 2) US DOT Maritime Administration (MARAD). The PAG requires that all portions of the IFB must adhere to the Buy America Act and Davis-Bacon Act and ensure compatibility and uniformity of the CCTV and ACS systems;
4. Bidder to submit, within seven (7) days after Notice to Proceed (NTP) issuance, the insurance coverage on:
 - b. Commercial General Liability including Broad Form Property Damage and Contractual Liability \$1,000,000.00 combined single limit of liability
 - c. Worker's Compensation – Statutory
 - d. Automobile Liability - \$1,000,000.00 combined single limit of liability; PAG shall be an additional insured to the policy;
5. Bidders to submit final schedule of values, material submittals, submittal status logs, construction schedule and personnel listing after completed and successful negotiations with PAG Procurement for approval by the PAG;
6. Bidder's personnel assigned to this project are required to have a Transportation Worker Identification Credential (TWIC) and attend the mandatory Maritime Security (MARSEC) Level Briefing. Contractor to inquire with the PAG Port Police Division on these requirements. No work will commence without TWIC cards. Personnel assigned to this project shall be subjected to a criminal background check both local and/or federal and must sign a Non-Disclosure Agreement (NDA), as provided by the Port Police Division, while working on this project;
7. Bidder to submit phase plan and work schedule to coordinate with PAG Operations, PAG Engineering, PAG Information Technology, and Port Police divisions and ensure no disruption or blackouts to occur of operations occurs;
8. Services rendered will be based on Bidder's fixed fee schedule for travel, labor (regular & overtime), tools, materials, and other related services.

9. Bidder will include in every invoice: detail of work performed, date and time period of work performed, technician name(s) performing work, and must receive concurrence from the Port Police Chief or his/her designee, as well as the Information Technology Division Head or designee.
10. At the end of this contract agreement, all rights to software and hardware licensing shall revert to the PAG as the owner and/or registered user;
11. In addition to communicating with the Bidder on any system related concerns, the PAG can communicate directly with the manufacturer on any and all software and/or hardware inquiries provided the Bidder is aware of such communication;
12. To maintain operability of the system, successful bidder must ensure CCTV and ACS system services are uninterrupted throughout the duration of the project period. All systems must run parallel to each other to ensure continuity of operations. Exceptions to this must be approved by the Port Police Chief or his/her designee;
13. Bidder must provide comprehensive quarterly reports of all activity performed during the period, as well as a final report upon completion of the project. Quarterly reports are to be submitted on or before the 5th day of January, April, July, and October. Final report must be submitted within 14 days after completion of the project.
14. As highlighted in the Introduction of this General Statement of Work, the PAG owns a comprehensive Command and Control System that is currently in place that provides CCTV monitoring as well as an ACS that provides security protection to PAG personnel and assets. To ensure that the PAG does not jeopardize or void the existing warranty on the system, the Bidder must ensure that any and all updates and upgrades are interoperable.
15. Bidder must provide list of and descriptive literature of all hardware and software in the technical proposal as well as the cost breakdown for each item. Itemized cost breakdown must be separate from technical proposals and be submitted with price offer.
16. Bidder must comply with the following:
 - a. Bidders price offer shall consider the cost of shipping and handling as PAG will not be responsible for such after bid award.
 - b. Completion time to include purchase of all equipment, supplies, materials, and installation (to include any/all construction, permitting, etc. if applicable), removal/disposals and successful completion of project: 210 days upon ARO.
17. Bidder must provide written plan, design, timeline and approach for each project location.

NOTES:

Selected locations for camera installation may have limitations insofar as logistic and/or infrastructure capability that may require additional work to complete the installations. Such limitations or challenges include:

- Lack of electrical power sources
- Lack of infrastructure to run power and/or communication wiring
- Extreme distances that may require signal-boost accommodations
- Required permitting to perform construction type work (e.g. trenching)

On this _____ day of _____, 2021, I, _____,

authorized representative of _____ acknowledge receipt of this general requirements and responsibilities with the above referenced IFB and will comply to items 1 to 17.

Bidder Representative's Signature

(A) **SCOPE OF WORK/SERVICES – COMMERCIAL PORT (FEMA FUNDED)**

DESCRIPTION

The PAG is procuring twenty-four (24) fixed wide angle and twenty-six (26) Pan/Tilt/Zoom (PTZ), high resolution digital cameras with 360-degree visibility to be installed at various locations throughout Port properties to ensure the safety, security, and accountability of all persons on the premises. This project will include the installation of the new cameras, along with all the necessary accessories, all necessary connections between devices, and all connectivity to the Port Command Center and components to ensure full functionality of the intended purpose of the installation and use of the cameras with the CCTV/ACS solution, as well as the removal of existing analog cameras. The Bidder shall ensure compatibility between the newly installed cameras and the existing ACS software and hardware. All systems shall run parallel to each other to ensure continuity of operations until the CCTV solution is fully operational. Definitions: Unit of measurement (UOM); Quantity (Qty.); Each (EA); Lot (LT). 1 LT includes all indicated items and/or services per category

REQUIREMENT: Bidder shall comply with Buy America Act – 41 U.S.C. §8301-8305 and 2 CFR Section 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

BREAKDOWN OF SERVICES:

	<u>QTY.</u>	<u>UOM</u>
1.1 Removal Services	1	LT

Bidder will perform the following services:

- a. Bidder must provide materials, labor, and equipment for the removal of thirty-eight (38) existing analog cameras and components (to include all mounts, cabling, and other components **EXCLUDING** servers/digital video recorders/network video recorders (NVR), network switches, and other essential network equipment not covered in this scope of work) at various PAG properties.
- b. Bidder is responsible for disposing all unusable equipment/debris from existing analog cameras upon completion of all documentation and accountability of equipment to be removed from the Port Authority of Guam. These documents must meet all requirements as indicated in the Port Authority of Guam's Rules and Regulations for the disposal of port property. All cameras and other functional equipment (to be determined by PAPD personnel) will be retained by the PAG.
- c. Bidder must ensure all work areas are kept clean and safe at all times.

	<u>QTY.</u>	<u>UOM</u>
1.2 Digital IP Cameras & Software License to include Mounting and Housing Hardware	50	set

Bidder will provide the following digital IP cameras, software, and components required to operate within the existing CCTV surveillance system.

- a. Contractor will provide twenty-six (26) long-range, PTZ cameras with a minimum line of sight of 300-feet and 360-degree visibility both day and night.
- b. Contractor will provide twenty-four (24) fixed wide angle cameras with a minimum line of sight of 100-feet, and 360-degree visibility both day and night.
- c. Cameras must have a minimum resolution of true/native 1080p with digital zoom and a minimum 30x optical zoom with no loss of quality.
- d. Cameras must have a minimum Ingress Protection (IP) rating of IP66, equivalent or better.
- e. Cameras, replacement parts, and components must be commercially available.
- f. Cameras and components must be compatible with existing video wall equipment.
- g. Camera firmware and software must be compatible with all equipment.

- h. Contractor will ensure all software is fully compatible with all security equipment, including the ACS software.
- i. Software will provide real-time, user-friendly interface
- j. Software utilized must include optional add-on features, to include: integrated access control, TWIC readers, badging, and CCTV surveillance.
- k. Contractor will provide and install necessary software updates for life of contract/warranty.
- l. All video feeds must be integrated into a single software/application with the ability to view any video feed from one screen and all allow the user to have full control of the movement, capturing and functionality of the camera.
- m. All software/hardware licensing shall revert to the PAG as owner and/or registered user.
- n. Mounting hardware are to be comprised of materials sufficient to withstand a harsh, corrosive marine and industrial environment, as well as harsh weather conditions (i.e.. typhoons, earthquakes. Etc...)
- o. Mounting hardware must be made of non-ferrous materials or grade 316 stainless steel.
- p. Mounting hardware must be universal/compatible with other commercially available products.
- q. Mounting hardware shall be installed at the designated location, as identified by the Port Police, and shall include electrical wiring and outlets as deemed needed for operation of the cameras.

	<u>QTY.</u>	<u>UOM</u>
1.3 Installation Services	1	LT

Bidder will perform the following services to ensure interoperability of digital IP cameras with the PAG's existing ACS and CCTV surveillance system and software

- a. Bidder must provide materials, labor, and equipment for the installation of fifty (50) new digital IP cameras at various PAG properties (locations to be designated by PAPD personnel).
- b. Bidder must ensure all work areas are kept clean and safe at all times.
- c. Bidder shall ensure that once cameras are installed, the Port Police Division shall be able to view, retrain and retrieve security video at the designated locations.

	<u>QTY.</u>	<u>UOM</u>
1.4 Connectivity	1	LT

Bidder will ensure all fifty (50) cameras are operable and connected to the primary and secondary servers and connected to an integrated CCTV surveillance system.

- a. No less than CAT-6 or fiber optic cabling of sufficient quality will be used to ensure no loss of video quality when connected to the network and shall be installed to withstand harsh, corrosive marine and industrial environment, as well as, harsh weather conditions. Should a wireless solution be utilized, bidder shall ensure all transmission is on a secured network with controlled access, wireless solution shall ensure no loss of video quality.
- b. All network and power cables that are located outdoors must be sealed with weatherproofing/waterproofing grommets to protect from inclement weather.
- c. Repeater(s) shall be used in the event a camera is located further than 300 ft. from a network switch/repeater to ensure no loss of video quality.

Note: Warranty/Maintenance – Cost for the following specifications below must be inclusive of the unit price.

Bidder will ensure all hardware, software, and equipment are free of any defects and installation work is performed according to the manufacturer's specifications.

- a. Bidder will include warranty of products for one (1) year after installation to cover any/all hardware, software, and equipment defects and installation/connectivity issues. To maintain operability of the system, bidder must ensure CCTV and ACS system services are uninterrupted throughout the duration of the warranty period at no cost.
- b. Bidder will identify/troubleshoot issues and repair and/or replace parts covered under warranty at no additional cost to the PAG. All recommended work is to be reviewed and approved by the PAG's IT and Port Police Divisions.
- c. Bidder must be available on an "on-call/as-needed" basis and shall respond within two (2) hours after first contact/report to resolve troubleshoot call or request for assistance. Failure to do so may result in procedures to resolve in accordance to terms and conditions.
- d. Bidder shall identify personnel assigned to conduct maintenance, identify and troubleshoot issues and repairs. Personnel assigned to this project shall be subjected to and pass a criminal background check, both local and/or federal, and must sign a non-Disclosure agreement (NDA), as provided by the Port Police Division, while working on this project. Should personnel change, a written notification must be made 72-hours prior to personnel conducting work with the PAG, and must be approved by the Port Police Chief or designee. All new personnel shall adhere to this process and requirement.

(B) SCOPE OF WORK/SERVICES – CONTAINER YARD (MARAD FUNDED)

DESCRIPTION

In order to maximize safety and security within all Port properties, twelve (12) additional cameras and infrastructure will be installed in the Container Yard to assist the Port Police Division, Harbor Master, and Operations divisions in carrying out their responsibilities. The PAG is also procuring storage and connectivity equipment, to include NVRs, switches, controllers, and other necessary equipment to ensure optimal performance and operability of all CCTV system components. The Bidder shall ensure compatibility between the newly installed cameras and the existing ACS software and hardware. Definitions: Unit of measurement (UOM); Quantity (Qty.); Each (EA); Lot (LT). 1 LT includes all indicated items and/or services per category.

REQUIREMENT: Bidder shall comply with Buy America – 41 U.S.C. §8301-8305 and Davis Bacon Act – 40 U.S.C. §3141 and 2 CFR Section 200.216 Prohibition on certain telecommunications and video surveillance services or equipment

BREAKDOWN OF SERVICES:

	<u>QTY.</u>	<u>UOM</u>
2.1 Digital IP Cameras & Software License to include Mounting, Mounting Hardware, and Housing Hardware	12	set

Bidder will provide the following digital IP cameras, software, and components required to operate within the existing CCTV surveillance system.

- a. Bidder will provide twelve (12) long-range, PTZ cameras with a minimum line of sight of 300-feet and 360-degree visibility both day and night.
- b. Cameras must have a minimum resolution of true/native 1080p with digital zoom and a minimum 30x optical zoom with no loss of quality.
- c. Cameras must have a minimum Ingress Protection (IP) rating of IP66, equivalent or better.
- d. Cameras, replacement parts, and components must be commercially available.
- e. Cameras and components must be compatible with existing video wall.
- f. Camera firmware and software must be compatible with all equipment.

- g. Bidder will ensure all software is fully compatible with all equipment, including the ACS software.
- h. Software will provide real-time, user-friendly interface.
- i. Software utilized must include optional add-on features, to include: integrated access control, TWIC readers, badging, and CCTV surveillance.
- j. Bidder will provide and install necessary software updates for life of contract/warranty.
- k. Additional twelve (12) cameras at the Container Yard must be integrated into existing software/application with the ability to view any of the sixty-two (62) total video feeds from one screen and all allow the user to have full control of the movement, capturing and functionality of the camera.
- l. All software/hardware licensing shall revert to the PAG as owner and/or registered user.
- m. Mounting hardware are to be comprised of materials sufficient to withstand a harsh, corrosive marine and industrial environment, as well as harsh weather conditions (i.e., typhoons, earthquakes, etc.).
- n. Mounting hardware must be made of non-ferrous materials or grade 316 stainless steel.
- o. Mounting hardware must be universal/compatible with other commercially available products.
- p. Mounting hardware shall be installed at the designated location, as identified by the Port Police, and shall include electrical wiring and outlets as deemed needed for operation of the cameras.

2.2. Installation Services

<u>QTY.</u>	<u>UOM</u>
1	LT

Bidder will perform the following services to expand camera coverage to new locations within the Container Yard and provide additional infrastructure for future expansion of CCTV system:

- a. Bidder must provide materials, labor, and equipment for the installation of twelve (12) new digital IP cameras on identified high-mast, structures and light posts, to include pulling cabling through existing conduits.
- b. Bidder must ensure all outdoor connections are sealed with weatherproof/waterproof grommets.
- c. Bidder will install all NVRs, servers, switches, controllers, and other necessary components and ensure operability.
- d. Bidder must ensure all work areas are kept clean and safe at all times.
- e. Bidder will include warranty of installation for one (1) year after installation to cover any/all defects of installation/connectivity issues. To maintain operability of the system, bidder must ensure CCTV and ACS system services are uninterrupted throughout the duration of the warranty period at no cost.

3.3 Connectivity/Storage

<u>QTY.</u>	<u>UOM</u>
1	LT

Bidder will ensure additional twelve (12) cameras are operable and connected to the unified CCTV Surveillance system.

- a. No less than CAT-6 or fiber optic cabling of sufficient quality will be used to ensure no loss of video quality when connected to the network and shall be installed to withstand harsh, corrosive marine and industrial environment, as well as, harsh weather conditions. Should a wireless solution be

utilized, contractor shall ensure all transmission are on a secured network with controlled-access. Wireless solution shall ensure no loss of video quality.

- b. All network and power cables that are located outdoors must be sealed with weatherproofing/waterproofing grommets to protect from inclement weather.
- c. Repeater(s) shall be used in the event a camera is located further than 300 ft. from a network switch/repeater to ensure no loss of video quality.
- d. Sufficient number of network switches with capacity to accommodate all cameras.
- e. NVRs with sufficient capacity to store camera feed from all sixty-seven (67) cameras for at least 90 days at no less than 30 frames per second (FPS), 24 hours a day recording, with H.265 encoding or better, with no loss of video quality (1080p or better) and allow for video extraction to a removable media (i.e. DVD, Flash drive, CD, etc...)
- f. NVRs must be on Redundant Array of Independent Disks Mode 5 (RAID 5) configuration.
- g. Hard drives in NVRs must be Network Attached Storage (NAS) or surveillance drives.

Note: Warranty/Maintenance – Cost for the following specifications below must be inclusive of the unit price.

Bidder will ensure all hardware, software, and equipment are free of any defects and installation work is performed according to the manufacturer's specifications.

- a. Bidder will include warranty of products for one (1) year after installation to cover any/all hardware, software, and equipment defects and installation/connectivity issues. To maintain operability of the system, bidder must ensure CCTV and ACS system services are uninterrupted throughout the duration of the warranty period at no cost.
- b. Bidder will identify/troubleshoot issues and repair and/or replace parts covered under warranty at no additional cost to the PAG. All recommended work is to be reviewed and approved by the PAG's IT and Port Police Divisions.
- c. Bidder must be available on an "On-Call/As-Needed" basis and shall respond within two (2) hours after first contact/report to resolve troubleshoot call or request for assistance. Failure to do so may result in procedures to resolve in accordance to terms and conditions.
- d. Bidder shall identify personnel assigned to conduct maintenance, identify and troubleshoot issues and repairs. Personnel assigned to this project shall be subjected to and pass a criminal background check, both local and/or federal, and must sign a non-Disclosure agreement (NDA), as provided by the Port Police Division, while working on this project. Should personnel change, a written notification must be made 72-hours prior to personnel conducting work with the PAG, and must be approved by the Port Police Chief or designee. All new personnel shall adhere to this process and requirement.

(C) SCOPE OF WORK/SERVICES – PORT COMMAND CENTER (MARAD FUNDED)

DESCRIPTION

The PAG will be acquiring software, hardware, and materials to upgrade its ACS and CCTV systems. This includes the purchase and upgrade of system software, acquisition of new servers and work-stations to support said systems, repair of current system infrastructure as needed, and installation of any additional hardware and software as needed. The Bidder shall ensure compatibility between all newly installed software and hardware and existing ACS infrastructure. The ACS and CCTV systems shall allow for future growth. Definitions: Unit of measurement (UOM); Quantity (Qty.); Each (EA); Lot (LT). 1 LT includes all indicated items and/or services per category.

REQUIREMENT: Bidder shall comply with Buy America – 41 U.S.C. §8301-8305 and Davis Bacon Act – 40 U.S.C. §3141 and 2 CFR Section 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

BREAKDOWN OF SERVICES:

	<u>QTY.</u>	<u>UOM</u>
3.1 ACS Software Installation	1	LT

Bidder will perform the following services to upgrade the PAG's ACS system software:

- a. Bidder must provide materials, labor, and equipment for the Installation of ACS software.
- b. Bidder will ensure that ACS software integrates with all new and existing hardware, software, and systems. This includes all existing ACS hardware located at strategic points throughout the Port
- c. Bidder must provide materials, labor, and equipment for any additional software necessary to ensure all system components function optimally. This includes software that allows interoperability with CCTV software and potential expansion into other security functions (e.g. TWIC card readers).
- d. Bidder must ensure all work areas are kept clean and safe at all times.

	<u>QTY.</u>	<u>UOM</u>
3.2 CCTV Software Installation	1	LT

Bidder will perform the following services to upgrade the PAG's CCTV system software:

- a. Bidder must provide materials, labor, and equipment for the installation of CCTV software.
- b. Bidder will ensure that CCTV software integrates with all new and existing CCTV hardware, software, and systems. This includes all sixty-two (62) CCTV cameras located at strategic points throughout Port properties.
- c. Bidder must provide materials, labor, and equipment for any additional software necessary to ensure all system components function optimally. This includes software that allows interoperability with ACS software.
- d. Bidder must ensure all work areas are kept clean and safe at all times.
- e. Bidder shall ensure that the CCTV solution at a minimum allows for the viewing/monitoring, retention and retrieval of video footage, time date and stamping, quick search, export of footage.
- f. Bidder shall ensure CCTV software shall include intrusion detection notification and access control alarm notification.

	<u>QTY.</u>	<u>UOM</u>
3.3 Servers/Storage	4	EA

Servers will be housed in the Port Command Center's (PCC) server room. The servers will house all software Necessary for the ACS and CCTV systems to function optimally. Servers and/or storage shall be capable of storing all CCTV and ACS software, footage retention of no less than 90 days with 24-hour surveillance from all 67 cameras with no less than 30 frames per sec (30fps) in a format with no loss of quality of viewing.

- a. Acquisition and installation of four (4) servers.
 1. **Server Specification: (CCTV)** Processor Up to four 2nd Generation Intel® Xeon® Scalable processors with up to 28 cores per processor; Operating System Microsoft® Windows Server® 2019 Standard, 16 CORE or equivalent; Memory*64Gb; Hard Drive 480 GB Solid State Drive; Storage 14TB Storage; Optical Drive DVD RW+/-, SATA, Internal, Client Access License Microsoft SQL Server 2019, Standard or equivalent; Network 10GbE Base-T & 5720 Dual Port 1GbE Base-T 2 Lan Ports; Rack Rails 2U Combo Drop-in/Stab-in Rail or equal or better.

2. **Server Specification: (ACS)** Processor Up to four 2nd Generation Intel® Xeon® Scalable processors with up to 28 cores per processor; Operating System Microsoft® Windows Server® 2019 Standard, 16 CORE or equivalent; Memory*64Gb ;Hard Drive 480 GB Solid State Drive; Storage 4TB Storage; Optical Drive DVD RW+/-, SATA, Internal; Client Access License Microsoft SQL Server 2019, Standard or equivalent; Network 10GbE Base-T & 5720 Dual Port 1GbE Base-T 2 Lan Ports; Rack Rails 2U Combo Drop-in/Stab-in Rail or equal or better.

- b. Servers will be set up in two primary and redundant servers. Configurations for the ACS and the CCTV systems respectively.
- c. Bidder must ensure interconnectivity and compatibility between newly installed servers, infrastructure, and existing network video recorders (NVRs) currently owned by the PAG.
- d. Bidder must provide materials, labor, and equipment for the installation of server components
- e. Bidder shall ensure a back-up solution is installed, configured and operational to ensure no loss of data for the CCTV solution.

3.4 Supporting Infrastructure to include installation	<u>QTY.</u>	<u>UOM</u>
	1	LT

Bidder will repair/replace the following video wall infrastructure:

- a. Purchase and installation of four (4) new computers; for existing video walls to ensure all CCTV feeds are viewable with no loss of quality. One (1) for the Emergency Operations Center (EOC) video wall and three (3) for the CCTV Room video wall.
- b. Computer Specification: Windows 10 Professional; M.2 500Gb Solid State Hard drive; 16Gb RAM; Intel Core processor i9 or equivalent; 4 USB 2.0 Gen Ports; 2 USB 3.1 Gen Ports; Universal Audio jack; USB Keyboard Port with Keyboard; USB Mouse Port with Mouse; Video Port; Knockout Slots for wireless antennas; Power connection with cables; Bluetooth capable; HDMI port; Integrated Graphic Card; NIC (Ethernet Jack); Small Form Factor System; 8x DVD+/- RW Optical Drive; Battery Backup Power Source; 32in Dual Monitors or equal or better.
- c. Ensure connectivity between the newly acquired computers and the corresponding video walls.
- d. Repair the CCTV Room video wall to full functionality with the newly installed CCTV system.
- e. Assess all ACS card readers, electric locks, power supplies, and field controllers and make repairs as necessary.
- f. Bidder must provide materials, labor and equipment for installation of all ACS and CCTV supporting infrastructure.

4.4 Connectivity	<u>QTY.</u>	<u>UOM</u>
	1	LT

Bidder will ensure optimal system connectivity as determined by the PAG IT and Port Police divisions.

- a. Bidder will identify, troubleshoot, and correct issues with connectivity and functionality of the entire ACS and CCTV systems at no additional cost to the PAG.
- b. Bidder will provide any additional hardware and software as necessary to ensure connectivity between system components of both the ACS and CCTV systems.

Note: Warranty/Maintenance – Cost for the following specifications below must be inclusive of the unit price.

Bidder will ensure all hardware, software, and equipment are free of any defects and installation work is performed according to the manufacturer's specifications. Bidder will ensure the PAG is fully aware of the

capability of both the ACS and CCTV systems. This includes any instruction on initial setups as well as customizability.

- a. Bidder will include warranty of products for one (1) year after installation to cover any/all hardware, software, and equipment defects and installation/connectivity issues. To maintain operability of the system, bidder must ensure CCTV and ACS system services are uninterrupted throughout the duration of the warranty period at no cost.
- b. Bidder will identify/troubleshoot issues and repair and/or replace parts covered under warranty at no additional cost to the PAG. All recommended work is to be reviewed and approved by the PAG's IT and Port Police Divisions.
- c. Bidder must be available on an "On-Call/As-Needed" basis and shall respond within two (2) hours after first contact/report to resolve troubleshoot call or request for assistance. Failure to do so may result in procedures to resolve in accordance to terms and conditions.
- d. Bidder shall identify personnel assigned to conduct maintenance, identify and troubleshoot issues and repairs. Personnel assigned to this project shall be subjected to and pass a criminal background check, both local and/or federal, and must sign a non-Disclosure agreement (NDA), as provided by the Port Police Division, while working on this project. Should personnel change, a written notification must be made 72-hours prior to personnel conducting work with the PAG, and must be approved by the Port Police Chief or his/her designee. All new personnel shall adhere to this process and requirement.

5.1 Training - Generic and Product

<u>QTY.</u>	<u>UOM</u>
1	LT

Bidder will provide all hardware, software, and equipment training for the CCTV Surveillance System and Access Control System (ACS) according to the manufacturer's specifications.

Bidder must provide all as-built drawings and user manuals for the complete CCTV surveillance and Access Control systems. Bidder shall provide a generic overall training of the systems as well as a product training for service administrators and end-users. Training shall be on-site instruction from a manufacturer certified trainer of ACS and CCTV software systems, and shall provide a copy of their certification of the trainer on the products.

6.1 Preventative Maintenance Services for CCTV & ACS Systems Locations: Commercial Port, Container Yard and PCC

<u>QTY.</u>	<u>UOM</u>
4	Qtr

The awarded bidder will provide preventive maintenance services on hardware, software, and equipment according to the manufacturer's specifications, to commence upon the PAG's acceptance of the CCTV and ACS systems. Bidder will provide a maintenance schedule and a proposed checklist of the preventive maintenance service for both the CCTV and ACS Systems. Bidder will consider its manufacturers' recommended preventive maintenance requirements as well as the recommended scheduled recurrence for each system in order to promote optimal performance and durability. The PAG will consider monthly visual inspections with monthly and quarterly maintenance or best practices for scheduled maintenances. Below are sample checklists for CCTV and ACS Systems. The preventive maintenance services will commence after initial warranty is completed of both CCTV and ACS Systems. All actions relative to the CCTV and ACS will require documentation of work and/or assessment performed, actions taken, and pending issues with a resolution identified. This report must be submitted prior to departing the work site and acknowledge as indicated in the agreement.

Term: Two (2) years with an option to renew with an additional one (1) year term not to exceed five (5) years. A schedule breakdown of monthly and annual cost to be provided in this submission.

Preventive Maintenance Services for CCTV System inspection must be conducted monthly (as denoted by *) and quarterly, with reports identifying all issues, actions taken to remedy issues, and actions needed in order to correct issues not covered under the current warranty for repair and/or replacement, and test procedures should include but not limited to:

- Check the number and type of cameras, including lenses, are in accordance with the specification and any amendment*;
- Camera/lens focus and auto iris is adjusted properly;
- Camera field of view is adjusted to customer's requirements;
- Camera/housing viewing window is clean, inside and out*;
- Camera lens is dust free*;
- Interior of camera enclosure is clean and dry*;
- Check operation of pan tilt and zoom focus. Use controller in control room to check all these operations*;
- Check indicator lamps are working correctly;
- Check for sound physical fixings of all equipment including loosening or corrosion of supports and fixings including towers and brackets;
- Check all glands and seals on external equipment;
- Check wiring and cable harness for wear and fray and show no signs of damage;
- Check to make sure cable is dressed properly;
- Check warning labels are still in place*;
- All connections checked and labelled;
- Check connectors and cable entry points for loose wiring*;
- Check that the cabling is transmitting an adequate video signal to control room. Signal should be free of distortion, tearing, hum-bars, EMI and rolling, etc.. *;
- Make sure all connectors are insulated from conduit and pull boxes;
- Check all cables and conduit are properly supported, undamaged and showing no signs of wear;
- Monitors are free from picture burn-in and distortion*;
- Monitors have proper contrast and brightness*;
- Check all automatic and remote control camera functions are satisfactory and that camera movement and fields of view are free from obstruction*;
- Growth or shrubbery is clear of camera views and sensors. Customer is made aware of the consequences of allowing any future overgrowth*;
- Operation of supplementary lighting is satisfactory*;
- Recorders are functioning properly and providing distortion free recording*;
- Recorders should be professionally cleaned and belt changed as needed;
- Check that all control equipment is operation. This means that the switchers allow proper sequencing, multiplexers are properly encoding and decoding, and matrix switcher keyboards are fully operational.
- Clean all monitor screens, control panels, and keyboards with diluted cleaning solutions*;
- Check all connectors and wiring on the back panels for loose connections.
- All connections checked and labelled*;
- All camera presets are checked*;
- All alarm presets are checked*;
- Customer's system logbook checked and updated and acknowledged*;
- Check all power connections to ensure AC plugs are not loose.
- Ensure the overall system is up to date. Software and hardware should be updated with the latest versions. If there are hardware recalls, they should be addressed;
- Storage issues need to be examined. Hard drives should be checked to be sure they are functioning properly*;
- Storage settings should be verified. Capacity should be checked to make sure that there is enough for the needs for the system with the current settings*;
- Ensure backups or live synchronization should be running at optimal performance*;
- Check that the performance of the system(s) continues to meet the agreed specification/operational requirement according to the periodic test scheme agreed with the customer*;
- Confirm customer has latest owners'/operator's manual for CCTV solution.
- Provide written record of all tests and deviations / remedies.

Preventive Maintenance Services for Access Control System (ACS) inspection must be conducted monthly (as denoted by *) and quarterly, with reports identifying all issues, actions taken to remedy issues, and actions needed in order to correct issues not covered under the current warranty for repair and/or replacement, and test procedures should include but not limited to:

- Ensure the system is up to date. Software and hardware should be updated with the latest versions. If there are hardware recalls, they should be addressed.
- Perform a full operating system backup;
- Backups or live synchronization should be running at optimal performance*;
- Check that the performance of the system(s) continues to meet the agreed specification/operational requirement according to the periodic test scheme agreed with the customer*;
- Perform database and event archive backup of application;
- Apply available and supported updates / patches to all components;
- Apply available and supported service packs to access control software;
- Apply available and supported firmware updates to the control equipment;
- Check client station connectivity and is running at optimal performance*;
- Meter and record all AC and DC power supply settings on access control equipment;
- Perform voltage test on power supply batteries and check panel fuses if applicable;
- Test and inspect all panel connections and ground
- Test reader and reader doors for function and software recording of the following if applicable:
 - o Door held open
 - o Door forced open
 - o Reader failure
 - o Audible led operation, if applicable
 - o Tamper detect, if applicable
- Check wiring connections for contacts, request to exit devices, and lock power for integrity;
- Perform functional test of any request to exit device for proper operation;
- Clean video card printer with print head cleaner*;
- Confirm customer has latest owner/operator manual for access control solution;
- Provide written record of all tests and deviations / remedies.

OPTIONAL BID ITEM(S):

(A) SCOPE OF WORK/SERVICES - AGAT MARINA

DESCRIPTION

The PAG is procuring two (2) Pan/Tilt/Zoom (PTZ), high-resolution digital cameras to be installed at the Hagatna and Agat Marinas to ensure the safety, security, and accountability of all persons on the premises. This project will include the installation of the new cameras, along with all the necessary accessories, all necessary connections between devices, and all connectivity to the Port Command Center and components to ensure full functionality of the intended purpose of the installation and use of the cameras with the CCTV/ACS solution. The Bidder shall ensure compatibility between the newly installed cameras and the existing ACS software and hardware. Definitions: Unit of measurement (UOM); Quantity (Qty.); Each (EA); Lot (LT). 1 LT includes all indicated items and/or services per category. For this portion, the PAG is requesting that the prospective bidder(s) prioritize the complete installation of the Marinas within the completion time when preparing their technical proposal.

REQUIREMENT: Bidder shall comply with Buy America Act – 41 U.S.C. §8301-8305 and 2 CFR Section 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

BREAKDOWN OF SERVICES:

	<u>QTY.</u>	<u>UOM</u>
1.1 Digital IP Cameras & Software License to include Mounting, Mounting Hardware & Housing Hardware	2	Set
a. Bidder will provide the following IP camera, software, and components required to operate within the existing CCTV surveillance system.		
b. Bidder will provide two (2) long-range, PTZ cameras with a minimum line of sight of 300-feet with 360-degree visibility with no loss of quality day or night.		
c. Cameras must have a minimum resolution of true/native 1080p with digital zoom and a minimum 30x optical zoom with no loss of quality.		
d. Cameras must have a minimum Ingress Protection (IP) rating of IP66, equivalent or better.		
e. Cameras, replacement parts, and components must be commercially available.		
f. Cameras and components must be compatible with existing video wall equipment.		
g. Camera firmware and software must be compatible with all equipment.		
h. Bidder will ensure all software is fully compatible with all security equipment, including the ACS software and hardware.		
i. Software will provide real-time, user-friendly interface.		
j. Software utilized must include optional add-on features, to include: integrated access control, TWIC readers, badging, and CCTV surveillance system.		
k. Bidder will provide and install necessary software updates for life of contract/warranty.		
l. All video feeds, inclusive of cameras at the Agat Marina and Port compound, must be integrated into a single software/application with the ability to view any video feed from one screen and all allow the user to have full control of the movement, capturing and functionality of the camera.		
m. Bidder shall ensure that once the cameras are installed, the Port Police Division shall be able to view, retain and retrieve security video at the designated locations.		
n. All software/hardware licensing shall revert to the PAG as owner and/or registered user.		

- o. Mounting hardware are to be comprised of material sufficient to withstand a harsh, corrosive marine and industrial environment, as well as harsh weather
- p. Mounting hardware must be made of non-ferrous materials or grade 316 stainless steel.
- q. Mounting hardware must be universal/compatible with other commercially available products.
- r. Mounting hardware and /or poles must be installed at designated locations at all project areas to include electrical wiring and outlets as deemed needed to ensure operation of the camera and shall be no less than 15 feet in height.

	<u>QTY.</u>	<u>UOM</u>
1.2 Installation of Cameras, Mounting, Mounting Hardware, and Housing Hardware	1	LT

Bidder will perform the following services to ensure interoperability of digital IP cameras with the PAG's existing ACS and CCTV surveillance system and software.

- a. Bidder must provide materials, labor, and equipment for the installation of two (2) new digital IP cameras at designated PAG properties (locations to be designated by PAPD personnel).
- b. Bidder must ensure all work areas are kept clean and safe at all times.
- c. Bidder shall ensure that once cameras are installed, the Port Police Division shall be able to view, retain and retrieve security video at the designated locations.
- d. Bidder will include warranty of installation for one (1) year after installation to cover any/all defects of installation/connectivity issues. To maintain operability of the system, bidder must ensure CCTV and ACS system services are uninterrupted throughout the duration of the warranty period at no cost.

	<u>QTY.</u>	<u>UOM</u>
1.3 Connectivity	1	LT

- a. Bidder will ensure all two (2) cameras are operable and connected to the PAG owned servers and connected to an integrated CCTV surveillance system (This will include performing and/or coordinating the installation of data connectivity to ensure adequate data transfer speeds to insure no loss or lag of video feed and/or data for the Agat Marina)
- b. No less than CAT-6 or fiber optic cabling of sufficient quality will be used to ensure no loss of video quality when connected to the network and shall be installed to withstand harsh, corrosive marine and industrial environment, as well as, harsh weather conditions. Should a wireless solution be utilized, contractor shall ensure all transmission is on a secured network with controlled access wireless solution shall ensure no loss of video quality.
- c. All network and power cables that are located outdoors must be sealed with weatherproofing/waterproofing grommets to protect from inclement weather.
- d. Repeater(s) shall be used in the event a camera is located further than 300 ft. from a network switch/repeater to ensure no loss of video quality.

Note: Warranty/Maintenance – Cost for the following specifications below must be inclusive of the unit price.

Bidder will ensure all hardware, software, and equipment are free of any defects and installation work is performed according to the manufacturer's specifications.

- a. Bidder will include warranty of products for one (1) year after installation to cover any/all hardware, software, and equipment defects and installation/connectivity issues. To maintain operability of the system, bidder must ensure CCTV system services are uninterrupted throughout the duration of the warranty period at no cost.

- b. Bidder will identify/troubleshoot issues and repair and/or replace parts covered under warranty at no additional cost to the PAG. All recommended work is to be reviewed and approved by the PAG's IT and Port Police Divisions.
- c. Bidder must be available on an "on-call/as-needed" basis and shall respond within two (2) hours after first contact/report to resolve troubleshoot call or request for assistance. Failure to do so may result in procedures to resolve in accordance to terms and conditions.
- d. Bidder shall identify personnel assigned to conduct maintenance, identify and troubleshoot issues and repairs. Personnel assigned to this project shall be subjected to and pass a criminal background check, both local and/or federal. And must sign a Non-Disclosure Agreement (NDA), as provided by the Port Police Division, while working on this project. Should personnel change, a written notification must be made 72-hours prior to personnel conducting work with the PAG, and must be approved by the Port Police Chief or his/her designee. All new personnel shall adhere to this process and requirement.

2.1	Preventative Maintenance Services for CCTV Systems Location: Agat Marina	<u>QTY.</u> 4	<u>UOM</u> Qtr
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The awarded bidder will provide preventive maintenance services on hardware, software, and equipment according to the manufacturer's specifications, to commence upon the PAG's acceptance of the CCTV system. Bidder will provide a maintenance schedule and a proposed checklist of the preventive maintenance service for both the CCTV System. Bidder will consider its manufacturers' recommended preventive maintenance requirements as well as the recommended scheduled recurrence for each system in order to promote optimal performance and durability. The PAG will consider monthly visual inspections with monthly and quarterly maintenance or best practices for scheduled maintenances. Below are sample checklists for CCTV System. The preventive maintenance services will commence after initial warranty is completed of both CCTV System. All actions relative to the CCTV will require documentation of work and/or assessment performed, actions taken, and pending issues with a resolution identified. This report must be submitted prior to departing the work site and acknowledge as indicated in the agreement.

Term: Two (2) years with an option to renew with an additional one (1) year term not to exceed five (5) years. A schedule breakdown of monthly and annual cost to be provided in this submission.

Preventive Maintenance Services for CCTV System inspection must be conducted monthly (as denoted by *) and quarterly, with reports identifying all issues, actions taken to remedy issues, and actions needed in order to correct issues not covered under the current warranty for repair and/or replacement, and test procedures should include but not limited to:

- Check the number and type of cameras, including lenses, are in accordance with the specification and any amendment*;
- Camera/lens focus and auto iris is adjusted properly;
- Camera field of view is adjusted to customer's requirements;
- Camera/housing viewing window is clean, inside and out*;
- Camera lens is dust free*;
- Interior of camera enclosure is clean and dry*;
- Check operation of pan tilt and zoon focus. Use controller in control room to check all these operations*;
- Check indicator lamps are working correctly;
- Check for sound physical fixings of all equipment including loosening or corrosion of supports and fixings including towers and brackets;
- Check all glands and seals on external equipment;
- Check wiring and cable harness for wear and fray and show no signs of damage;
- Check to make sure cable is dressed properly;
- Check warning labels are still in place*;
- All connections checked and labelled;
- Check connectors and cable entry points for loose wiring*;

- Check that the cabling is transmitting an adequate video signal to control room. Signal should be free of distortion, tearing, hum-bars, EMI and rolling, etc.. *;
- Make sure all connectors are insulated from conduit and pull boxes;
- Check all cables and conduit are properly supported, undamaged and showing no signs of wear;
- Monitors are free from picture burn-in and distortion*;
- Monitors have proper contrast and brightness*;
- Check all automatic and remote control camera functions are satisfactory and that camera movement and fields of view are free from obstruction*;
- Growth or shrubbery is clear of camera views and sensors. Customer is made aware of the consequences of allowing any future overgrowth*;
- Operation of supplementary lighting is satisfactory*;
- Recorders are functioning properly and providing distortion free recording*;
- Recorders should be professionally cleaned and belt changed as needed;
- Check that all control equipment is operation. This means that the switchers allow proper sequencing, multiplexers are properly encoding and decoding, and matrix switcher keyboards are fully operational.
- Clean all monitor screens, control panels, and keyboards with diluted cleaning solutions*;
- Check all connectors and wiring on the back panels for loose connections.
- All connections checked and labelled*;
- All camera presets are checked*;
- All alarm presets are checked*;
- Customer's system logbook checked and updated and acknowledged*;
- Check all power connections to ensure AC plugs are not loose.
- Ensure the overall system is up to date. Software and hardware should be updated with the latest versions. If there are hardware recalls, they should be addressed;
- Storage issues need to be examined. Hard drives should be checked to be sure they are functioning properly*;
- Storage settings should be verified. Capacity should be checked to make sure that there is enough for the needs for the system with the current settings*;
- Ensure backups or live synchronization should be running at optimal performance*;
- Check that the performance of the system(s) continues to meet the agreed specification/operational requirement according to the periodic test scheme agreed with the customer*;
- Confirm customer has latest owners'/operator's manual for CCTV solution.
- Provide written record of all tests and deviations / remedies.

These specifications have been developed by the staff of the Port Police Division in coordination with the Information Technology Division, CIP Division, Facilities and Maintenance Division and the Procurement Division of the Port Authority of Guam.

**APPENDIX W
BID PROPOSAL FORM**

DATE:

TO: Procurement Administrator
Port Authority
1026 CABRAS HIGHWAY, STE. 201,
PITI, GUAM 96925

Dear Sir:

The undersigned ("Bidder"), a _____ (Corporation or partnership or individual), organized and/or licensed to do business under the laws of _____, hereby proposes and agrees to furnish all necessary items, labor, materials, equipment, tools and services necessary for the _____ "Project", pursuant to Invitation for Bids No. _____ in accordance with the Specifications and other Contract Documents composing the Invitation for Bids for the sum of:

(Bid Amount) _____;

plus any and all sums to be added and/or deducted resulted from all extra and/or omitted work under a change order or Contract amendment under the unit and/or lump sum prices stated in the itemized proposal form attached hereto.

The undersigned has examined the location of the proposed Work, the drawings if applicable, Specifications and other Contract Documents and is familiar with the local conditions at the place where the work is to be performed, agrees to perform all work within the time set forth; herein and the price stated in their bid.

The Bid Guaranty attached hereto without endorsement, in the sum of not less than fifteen percent (15%) of the highest amount the total bid, is furnished to the Port Authority of Guam ("Port Authority") and "Bank" _____ ("BANK") as payees, as a guarantee that the Agreement will be executed and a Performance and Payment Bond and proof of insurance and other requirements set forth in the bid, in forms acceptable to Port Authority, shall be furnished within twenty (20) days after notification that the undersigned is the lowest responsible and responsive bidder. In the event that this Bid is accepted, and the undersigned bidder shall fail to: (1) provide any and all documents requested by Port Authority; (2) execute the Contract on terms and conditions acceptable to Port Authority; and (3) furnish a satisfactory performance and Payment Bond under the conditions and within the time specified in this Proposal, the equivalent amount of the Proposed Guaranty shall be forfeited, as liquidated damages for the delay and additional work and costs caused thereby in obtaining another bidder, said amount being beforehand determined as being reasonable and containing no penalties.

If written notice that the bidder is the lowest responsible and responsive bidder, and such notice is mailed, telegraphed or delivered to the undersigned within one hundred and twenty (120) days after the opening thereof, the undersigned agrees to execute a Contract on terms and conditions acceptable to Port Authority, and to furnish a Performance and Payment Bond in an amount equal to one hundred percent (100%) of the Contract Amount, within twenty (20) days after receipt of such notice.

The undersigned hereby acknowledges receipt of the following Addenda:

Addendum No.

Dated:

_____	_____
_____	_____
_____	_____

If awarded the Contract, the undersigned agrees to complete the work within sixteen months following the execution of the Contract by all parties thereto and the issuance of the Notice to Proceed from Port Authority.

Attached hereto are the following: (1) an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this proposal or any other proposal or the submitting of proposals for the Contract for which this bid is submitted; (2) proof of licensure on Guam to conduct the services specified in the bid; (3) proof of insurance in the types and amounts specified in the bid, including certificates and a copy of the complete policies which indicates coverages and exclusions; (4) Certification of Non-Employment of Convicted Sex Offenders; and (5) any other document requested under per the Bid Specifications.

The undersigned understands that the Port Authority reserves the right to reject any or all Bids or to waive any informality or technicality in any Bid in the interest of Port Authority.

RESPECTFULLY SUBMITTED BY: _____

(CONTRACTOR)

(BY)

(TITLE)

(BUSINESS ADDRESS)

APPENDIX X

BID SCHEDULE PRICE FORM

LOCATION: (A) COMMERCIAL PORT – FEMA FUNDED)

ITEM NO.	DESCRIPTION	QTY/ UNIT	UNIT PRICE	PRICE EXTENSION
1.1	Removal Services (Inclusive of all items 2.1 a thru c)	1 Lt	\$ _____	\$ _____
1.2	Digital IP Cameras & Software License to include Mounting, Mounting Hardware & Housing hardware (Inclusive of all items 2.2 a thru q)	50 set	\$ _____	\$ _____
1.3	Installation Services (Inclusive of all item 2.3 a thru c)	1 Lt	\$ _____	\$ _____
1.4	Connectivity (Inclusive of all item 2.4 a thru c)	1 Lt	\$ _____	\$ _____

LOCATION: (B) CONTAINER YARD (MARAD FUNDED)

ITEM NO.	DESCRIPTION	QTY/ UNIT	UNIT PRICE	PRICE EXTENSION
3.1	Digital IP Cameras & Software License to include mounting, mounting Hardware & Housing hardware (Inclusive of all items 3.1 a thru p)	12set	\$ _____	\$ _____
3.2	Installation Services (Inclusive of all item 3.2 a thru d)	1 Lt	\$ _____	\$ _____
3.3	Connectivity (Inclusive of all item 3.3 a thru g)	1 Lt	\$ _____	\$ _____

Location: (C) PORT COMMAND CENTER (MARAD FUNDED)

ITEM NO.	DESCRIPTION	QTY/ UNIT	UNIT PRICE	PRICE EXTENSION
4.1	ACS Software Installation (Inclusive of all items 4.1 a thru d)	1 Lt	\$ _____	\$ _____
4.2	CCTV Software Installation (Inclusive of all items 4.2 a thru f)	1 Lt	\$ _____	\$ _____
4.3	Servers/Storage (Inclusive of all items 4.3 a thru e)	4 EA	\$ _____	\$ _____

4.4	Supporting Infrastructure to include installation (Inclusive of all items 4.4 a thru f)	1 Lt	\$ _____	\$ _____
4.3	Connectivity (Inclusive of all items 4.5 a and b)	1 Lt	\$ _____	\$ _____

TRAINING AND PREVENTIVE MAINTENANCE SERVICES

ITEM NO.	DESCRIPTION	QTY/ UNIT	UNIT PRICE	PRICE EXTENSION
5.1	Training - Generic and Product	1 Lt	\$ _____	\$ _____
6.1	Preventative Maintenance Services for CCTV & ACS Systems Locations: Commercial Port, Container Yard and PCC (On separate schedule provide breakdown of cost by month)	2 Year	\$ _____	\$ _____

TOTAL BID PRICE (1.1 to 6.1): _____
(Bid Amount on Appendix U)

OPTIONAL BID ITEM(S)Location: **(A) MARINAS – FEMA FUNDED)**

ITEM NO.	DESCRIPTION	QTY/ UNIT	UNIT PRICE	PRICE EXTENSION
1.1	Digital IP Cameras & Software License to include Mounting, Mounting Hardware & Housing hardware (Inclusive of all items on 1.1 a thru r)	5 set	\$ _____	\$ _____
1.2	Install of Cameras and Mounting, Mounting Hardware, And Housing Hardware (Inclusive of all items 1.2 a thru d)	1 Lt	\$ _____	\$ _____
1.3	Connectivity (Inclusive of all items 1.3 a thru d)	1 Lt	\$ _____	\$ _____
1.4	Preventative Maintenance Services for CCTV & ACS Systems Locations: Agat Marina (Provide breakdown of cost by month)	2 Year	\$ _____	\$ _____
1.5	Preventative Maintenance Services for CCTV & ACS Systems Locations: Agat Marina (Optional Year 1 – Provide breakdown of cost by month)	1 Year	\$ _____	\$ _____
2.1	Preventative Maintenance Services for CCTV & ACS Systems Locations: Commercial Port, Container Yard and PCC (Optional Year 1 - Provide breakdown of cost by month)	1 Year	\$ _____	\$ _____

TOTAL OPTIONAL BID PRICE (1.1 to 3.1): _____

The Port Authority of Guam reserves the right to exercise the optional bid item(s) at its own discretion subject to availability of funds.

