



**RESEARCH CORPORATION**  
of the **UNIVERSITY OF GUAM**

**INVITATION FOR BID**  
**RCUOG BID NO. 16-01**

The Research Corporation of the University of Guam is soliciting sealed bids for:

**Next-Generation Library Creation and Sequencing Equipment**

Copies of Instructions and Information may be obtained from and bids submitted to:

**Research Corporation of the University of Guam (RCUOG)**  
**University of Guam**  
**Health Sciences Building, First Floor**  
**Rooms #137, #138 and #121**  
**Mangilao, Guam 96923**  
**Tel: 735-0249**  
**Email: [cmoore@triton.uog.edu](mailto:cmoore@triton.uog.edu)**

A copy of the bid package can be download from the RCUOG website at [www.uog.edu/rcuog](http://www.uog.edu/rcuog) under the subhead: Invitation for Bids. You may request a PDF copy of the bid packet through [gtravis@triton.uog.edu](mailto:gtravis@triton.uog.edu) or [cmoore@triton.uog.edu](mailto:cmoore@triton.uog.edu).

**Deadline for Submission of Bid Packages is on Friday, October 16, 2015, at 2:00 P.M., RCUOG Offices, Health Sciences Building, University of Guam, Room #138.**

**OPENING OF BIDS**

Bids will be opened at 2:00PM on October 16 in the RCUOG Offices, located in the RCUOG Offices, Health Sciences Building, University of Guam, Room #138.

**DECISION TIMELINE**

Submission Deadline/Opening of Bids – 2:00PM, Oct. 16, 2015

Evaluation Committee submits report to RCUOG Executive Director no later than COB Oct. 26.

Notification of Award – No later than COB November 5, 2015

AUTHORIZED FOR ANNOUNCEMENT

Dr. Robert A. Underwood  
Chair, Board of Directors, RCUOG

**RCUOG**  
**INVITATION FOR BID**  
**RCUOG BID NO. 16-01, Next-Generation Library Creation and Sequencing Equipment**

DATE ISSUED: September 25, 2015

ISSUED BY: RCUOG  
TEL: 735-0249  
Email: [gtravis@triton.uog.edu](mailto:gtravis@triton.uog.edu) or [cmoore@triton.uog.edu](mailto:cmoore@triton.uog.edu)

**INSTRUCTIONS TO BIDDERS**

**1. RECEIPT AND OPENING OF BIDS:** Sealed bids for **RCUOG BID NO. 16-01, Next-Generation Library Creation and Sequencing Equipment** must be received by the RCUOG offices in Mangilao, signed and sealed in an envelope addressed to RCUOG no later than:

**TIME: 2:00 P.M.**

**DATE: Friday, October 16, 2015**

Bids submitted after the time and date specified above shall be rejected.

Attention is called to the fact that bidders not only offer to assume the obligations and liabilities imposed upon the contractor in the form of a contract, but are expressly made certain of the representations and warrants made herein. No effort is made to emphasize any particular provision of the contract, but bidders must familiarize themselves with every provision and its effect. This bid is subject to **General Terms and Conditions of the Invitation for Sealed Bids (Attachment A)**, the **Special General Provisions (Attachment B)**, and **Next-Generation Library Creation and Sequencing Equipment Bid Specification (Exhibit A)**.

In consideration of the expense of RCUOG of opening, tabulating, and evaluating this and other bids, and other considerations, the undersigned agrees that this bid shall remain firm and irrevocable within thirty (30) calendar days from the date of opening to supply any or all of items for which prices are quoted.

**2. BIDDER'S QUALIFICATIONS (Attachment C):** RCUOG may require a bidder to present satisfactory evidence that he/she has sufficient experience and he/she is fully prepared, thus it is required that the bidder completely fill out the Bidder's Qualifications Form.

**3. NON-COLLUSION AFFIDAVIT (Attachment D):** Each person submitting a bid for any portion of the work covered by the bidding documents shall execute an affidavit, in the form provided with the bid, to the effect that they have not colluded with any other person, firm or corporation with regard to any bid submitted. Such affidavit shall be attached to the proposal.

**4. MAJOR SHAREHOLDERS AFFIDAVIT (Attachment E):** As a condition to submitting of bids or proposals, any partnership, sole proprietorship or corporation doing business with the Research Corporation of the University of Guam shall submit an affidavit that lists the name and address of any person who has held more than ten percent (10%) of outstanding shares in said partnership, sole proprietorship or corporation at any time during the twelve (12) month period immediately preceding submission of a proposal. The affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship or corporation which have been held by each person

during the twelve (12) month period. In addition, the affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for the procuring or assisting in obtaining business related to the bid or proposal for the bidder and shall contain the amounts of any commission, gratuity or other compensation. The affidavit shall be open and available for inspection and copying.

**5. AFFIDAVIT RE GRATUITIES, KICKBACKS AND FAVORS (Attachment F):** The bidder represents that it will not violate the prohibition against gratuities and kickbacks and favors set forth in the RCUOG Handbook and Policy Manual and the Code of Federal Regulations §200.318 General procurement standards.

**6. AFFIDAVIT RE ETHICAL STANDARDS (Attachment G):** The bidder represents that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA, Chapter 5, Article 11, or RCUOG employee as stated in the RCUOG Handbook and Policy Manual.

**7. COVENANT AGAINST CONTINGENT FEES (Attachment H):** The prospective bidder represents as part of his/her bid or proposal that such bidder has not retained any person or agency on a percentage, commission, or other contingent arrangement, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

**8. DECLARATION RE COMPLIANCE WITH U.S. DEPARTMENT OF LABOR WAGE DETERMINATION (Attachment I):** Each bidder certifies that any of its employees whose purpose, in whole or in part, is the direct delivery of service contracted by RCUOG shall be paid in accordance with the regulations issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to RCUOG, including health and other similar benefits.

**9. RIGHT TO ACCEPT AND REJECT BIDS:** The Chair of the Board of Directors of RCUOG reserves the unqualified right, in his sole and absolute discretion, to reject any and all bids, or to accept that bid or combination of bids, if any, which in his sole and absolute judgment will, under all circumstances, best serve the interests of RCUOG. In the event that the successful bidder fails to execute the contract upon his part or to furnish a satisfactory performance, RCUOG reserves the option to accept the bid of any other bidder within ten (10) days from such default, in which case such acceptance shall have the same effect as to such bidder as though he was the originally successful bidder.

**10. MODIFICATIONS PRIOR TO DATE SET FOR OPENING BIDS:** RCUOG reserves the right to revise or amend the specifications prior to the date set for opening bids. Such revisions and amendments, if any, will be announced by an amendment or amendments to this Invitation for Bid and shall be identified as such. It is required that the bidders acknowledge in writing receipt of all amendments issued and such acknowledgment must be included in the bid. The amendment shall refer to the portions of the Invitation for Bid it amends. Amendments shall be sent to all prospective bidders known to have received an Invitation for Bid. Amendments shall be distributed within a reasonable time to allow prospective bidders to consider the amendment in preparing their bids. If the time and date set for receipt of bids will not permit such preparation, such time shall be increased to the extent possible in the amendment or, if necessary, by facsimile, email or telephone and confirmed in the amendment.

**11. CANCELLATION OF SOLICITATION:** Prior to the date set for opening bids, a solicitation may be cancelled in whole or in part when the RCUOG Executive Director or Chair of the RCUOG Board of Directors determines in writing that the cancellation of the solicitation is in RCUOG's best interest in accordance with RCUOG's procurement policy.

**12. METHOD OF AWARD:** Bid shall be awarded to the  lowest,  highest, responsible and responsive bidder whose bid meets the requirements and criteria set forth in the Invitation for Bid. A responsible bidder is one who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance. A responsive bidder is one who has submitted a bid which conforms in all material respects to the Invitation for Bid. RCUOG reserves the right to waive any minor information of irregularity in bids received. The RCUOG Executive Director or Chairman of the RCUOG Board of Directors shall have the authority to award or reject bids, in whole or in part for any one or more items if he determines it is in the public interest.

Award issued to the  lowest,  highest, responsible and responsive bidder within the specified time for acceptance as indicated in the bid, results in a binding contract without further action by either party provided the successful bidder executes a formal contract with RCUOG.

**13. SUBMISSION OF BIDS:**

Bids and modifications thereof shall be enclosed in sealed envelopes and addressed to:

**Executive Director  
Research Corporation of the University of Guam (RCUOG)  
303 University Drive  
Mangilao, Guam 96923**

Bids may be hand-delivered to the RCUOG offices located on the University of Guam campus, Health Sciences Building, First Floor, Rooms #137, #138 and #121 or mailed via USPS certified mail, FedEx, UPS or other service to the address above. Only written bids will be accepted as per the RCUOG procurement policy.

The bidder shall include their name and address and the bid number on the face of the sealed envelope.

**14. PRE-BID CONFERENCES.** Pre-Bid conferences will be permitted any time prior to the date established herein for submission of bid. The conferences will be conducted only to explain the procurement requirements for this IFB. RCUOG will notify all bidders of any substantive clarification provided in response to any inquiry. RCUOG will extend the due date if such information significantly amends the solicitation or makes compliance with the original proposed due date impractical.

**15. BID PACKET.** The prospective bidder is required to read each and every page of the bid packet and by the act of submitting a proposal shall be deemed to have accepted all conditions contained therein. In no case will failure to inspect constitute grounds for claim or for the withdrawal of a bid after opening. Bid submission shall be filled out in ink or typewritten and signed in ink. Erasures or other changes in a bid must be explained or noted over the signature of the offeror. Bid submission containing any conditions, omissions, unexplained erasure or alterations or items not called for in the bid packet, or irregularities of any kind may be rejected by the RCUOG as being incomplete.

**16. NOTICE OF AWARD.** RCUOG will notify all bidders the status of the Bid and intent to award ten days after the notification of award is approved by the RCUOG Executive Director or Chair of the RCUOG Board of Directors. Written notice of award will be made no later than close of business on November 5, 2015. Notice of award will be made public information and made a part of the contract file.

**ATTACHMENT A**  
**GENERAL TERMS AND CONDITIONS OF THE INVITATION FOR SEALED BIDS**

- 1. COMPLIANCE WITH SPECIFICATIONS:** Bidder should comply with specifications outlined.
- 2. LATE BIDS, LATE WITHDRAWALS, AND LATE MODIFICATIONS:**  
Any bid received after the time and date set for receipt of bids is late. Any withdrawal or modification of a bid received after the time and date set for opening of bids at the place designated for opening is late. (RCUOG Procurement Policy, Section 3, IV).
- 3. DETERMINATION OF LOWEST RESPONSIBLE BIDDERS:** In determining lowest responsible bidder, the University shall be guided by the following:
  - (a) Price of bid items.
  - (b) The ability, capacity, and skill of the bidder to perform.
  - (c) Whether the bidder can perform promptly or within the specified time.
  - (d) The character, integrity, reputation, judgment, experience, and efficiency of the bidder.
  - (e) The quality of performance of the bidder with regards to awards previously made to him.
  - (f) The previous and existing compliance by the bidder with laws and regulations relative to procurement.
  - (g) The sufficiency of the financial resources and ability of the bidder to perform.
  - (h) The quality, availability, and adaptability of the supplies for the use of the subject of the award.
  - (i) The ability of the bidder to provide future maintenance and services for the use of the subject of the award.
  - (j) The number and scope of the conditions attached to the bid.
- 4. LOW TIE BIDS:** Low tie bids are low responsive bids from responsible bidders that are identical in price and which meet all the requirements and criteria set forth in the Invitation for Bid. The Evaluation Committee will review and evaluate the bids and make a recommendation to award the bidder whose proposal best serves the interests of the University of Guam and RCUOG.
- 5. [N/A] TAXES:** Bidders are cautioned that they are subject to Guam Business Privilege Taxes, including 4% Gross Receipt Tax and Guam Income Taxes on Guam Transactions. Specific information of taxes may be obtained from the Director of Revenue and Taxation.
- 6. [N/A] LICENSING:** Bidders are cautioned that RCUOG will not consider for award any bid offer submitted by a bidder who has not complied with Guam Licensing Law. Specific information on licenses may be obtained from the Director of Revenue and Taxation.
- 7. EQUAL EMPLOYMENT OPPORTUNITY:** Bidders must not to discriminate against any employee or applicant for employment because of race, creed, color or national origin. The bidder will take affirmative action to ensure that applicants are employed and the employees are treated equally during employment without regard to their race, creed, color or national origin.
- 8. DETERMINATION OF RESPONSIBILITY OF BIDDER:** The Research Corporation of the University of Guam reserves the right for securing from bidders information necessary to determine whether or not they are responsible and to determine the responsibility in accordance with Section 3 of the General Terms and Conditions.

**9. JUSTIFICATION OF DELAY:** Vendors who are awarded items under the bid guarantee that the goods will be delivered to their destination within the time specified. If the vendor is not able to meet the specified delivery date, he is required to notify the purchasing agent of such delay. Notification shall be in writing and should be received by the agent at least twenty-four (24) hours before the specified delivery date. Notification of delay shall include an explanation of the causes and reasons for the delay including statement(s) from supplier or shipping company causing the delay. RCUOG reserves the right to reject delay justification if in the opinion of the RCUOG Executive Director such justification is not adequate.

**10. EQUAL OPPORTUNITY EMPLOYER AND PROVIDER:** RCUOG complies with all federal and local statutes, rules and regulations which prohibit discrimination in its policies and practices and direct affirmative action, including but not limited to Titles VII and IX of the Civil Rights Act of 1964 (as amended), Executive Order 11246, and the Equal Pay act of 1963 (as amended). RCUOG shall promote a full realization of equal opportunity through a positive, continuing program, including a requirement that those doing business with the RCUOG also are equal opportunity employers.

**11. EMPLOYMENT RESTRICTION:** If a contract for services is awarded to the bidder, then the service provider must warrant that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of the Guam Code Annotated or of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore define, or who is listed on the Sex Offender Registry, shall provide services on behalf of the service provider while on University of Guam property, with the exception of public highways. If any employee of a service provider is providing services on University property and is convicted subsequent to an award of a contract, then the service provider warrants that it will notify RCUOG of the conviction, within twenty-four (24) hours of the conviction, and will immediately remove such convicted person from providing services on University property. If the service provider is found to be in violation of any of the provisions of this paragraph, then RCUOG will give notice to the service provider to take corrective action. The service provider shall take corrective action within twenty-four (24) hours of notice from RCUOG, and the service provider shall notify RCUOG when action has been taken. If the service provider fails to take corrective steps within twenty-four hours of notice from RCUOG, then RCUOG in its sole discretion may suspend temporarily any contract for services until corrective action has been taken.

**12. INDEPENDENT CONTRACTOR:** Contractor shall operate its business as an independent contractor and shall discharge all of its duties as such. No act performed or representation made, whether oral or written by Contractor with respect to third parties shall be binding on RCUOG.

**13. INDEMNITY:** Contractor agrees to indemnify and hold harmless RCUOG and its officers and employees from any claim, damage, liability, injury, expense or loss, including defense costs and attorney's fees, arising out of Contractor's duties under this agreement resulting from Contractor's negligence, save and except those caused by the negligence on the part of RCUOG.

**ATTACHMENT B  
SPECIAL GENERAL PROVISIONS**

- 1. GENERAL INTENTION:** It is the declared and acknowledged intention and meaning of this Special General Provision for the bidder to provide the Research Corporation of the University of Guam with materials, supplies, or equipment completely assembled, and ready for use.
- 2. COMPETENCY OF BIDDERS:** Bids will be considered only from such bidders who, in the opinion of the Research Corporation of the University of Guam, can show evidence of their ability, experience, and facilities to render satisfactory service.
- 3. CONTACT FOR CONTRACT ADMINISTRATION:** If your firm receives a contract as a result of this invitation, please designate a person whom we may contact for prompt administration.

**NAME:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**NAME OF COMPANY:** \_\_\_\_\_ **ADDRESS:** \_\_\_\_\_

**TEL:** \_\_\_\_\_ **FAX:** \_\_\_\_\_ **E-Mail Address:** \_\_\_\_\_

- 4. INSPECTION:** All supplies, materials, or equipment delivered under this contract shall be subject to the inspection and testing conducted by RCUOG at destination. If, in any case, the supplies, materials, or equipment are found to be defective in material, workmanship, performance or otherwise does not conform to the specifications, RCUOG shall have the right to reject the items or require that they be corrected. The number of days required for correction will be determined by RCUOG.
- 5. BID FORMS:** Bid forms are posted on the RCUOG website at [www.uog.edu/rcuog](http://www.uog.edu/rcuog) under the subhead: BIDS.
- 6. BID ENVELOPE:** Bid envelopes shall be sealed and marked with the bidder's name, address, and bid invitation number. An original and a copy of the bid submission must be in the bid envelope.

**NOTE: UNDER NO CIRCUMSTANCES WILL LATE BIDS BE ACCEPTED BY THIS OFFICE.**

- 7. RECEIPT, OPENING AND RECORDING OF BIDS:** Bids and modifications shall be publicly opened in the presence of one or more witnesses, at the time, date, and place designated in the Invitation for Bid. The name of each bidder, the bid price, and such other information as is deemed appropriate by the RCUOG Procurement Officer, shall be read aloud and recorded, or otherwise made available. The names and addresses of required witnesses shall be recorded at the opening. The opened bids shall be available for public inspection except to the extent the bidder designates trade secrets or other proprietary data to be confidential as set forth in accordance with Section 8, below. Materials so designated shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. Prices, makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary.
- 8. CONFIDENTIAL DATA:** The RCUOG Procurement Officer shall examine the bids to determine the validity of any requests for nondisclosure of trade secrets and other proprietary data identified in writing. If the parties do not agree as to the disclosure of data, the RCUOG Procurement Officer shall

inform the bidders in writing what portions of the bid will be disclosed and that the bids will be so disclosed. The bids shall be opened to public inspection subject to any continuing prohibition on the disclosure of confidential data.

**9. INQUIRIES:** All inquiries or questions and concerns must be submitted to the RCUOG Executive Director in writing via email at [cmoore@triton.uog.edu](mailto:cmoore@triton.uog.edu). Oral communications will not be considered.



**ATTACHMENT C  
BIDDER'S QUALIFICATIONS**

To be submitted in accordance with the provisions set forth in the INSTRUCTIONS TO BIDDERS contained in the bidding documents for the project.

The undersigned bidder makes the following representations relating to its proposal to RCUOG.

The word "it", used herein by way of reference to the undersigned, shall be deemed to mean "he or she" if the bidder is an individual and "they" if the bidder is a partnership

1. It maintains a permanent place of business at

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**2. STANDARD FOR DETERMINATION OF QUALIFIED BIDDER:** In order to qualify as a responsible bidder, a prospective bidder must meet the following standards as they relate to the particular procurement under consideration:

- (a) Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance.
- (b) Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them.
- (c) Is able to comply with the proposed or required performance schedule.
- (d) Has a satisfactory record of integrity, judgment, and performance.
- (e) Must be able to conform to the requirements of the Equal Employment Opportunity Act.

3. It hereby represents and warrants that all statements set forth herein are true and correct. (If the bidder is a partnership, the partnership name must be signed, followed by the signature of at least one of the partners. If the bidder is a corporation, the corporate name must be signed, followed by the signature of a duly authorized officer and the corporate seal affixed. A typewritten copy of all such names and signatures shall be appended. No alterations, erasures, corrections or interlineations will be permitted).

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NAME OF BIDDER



**ATTACHMENT E  
MAJOR SHAREHOLDER DISCLOSURE AFFIDAVIT**

CITY OF \_\_\_\_\_ )  
 ) ss.  
 STATE/TERRITORY \_\_\_\_\_ )

A. I, the undersigned, being first duly sworn depose and say that I am an authorized representative of the bidder and that (please check only one):

( ) The bidder is an individual or sole proprietor and owns the entire (100%) interest in the offering business.

( ) The bidder is a corporation, partnership, joint venture, or association known as \_\_\_\_\_ (please state name of offeror company), and the persons, companies, partners, or joint venturers who have held more than 10% of the shares or interest in the offering business during the 365 days immediately preceding the submission date of the proposal are as follows (if none, please so state):

<u>NAME</u>	<u>ADDRESS</u>	<u>% of Interest</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

B. Further, I say that the persons who have received or are entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid or proposal for which affidavit is submitted are as follows (if none, please so state):

<u>NAME</u>	<u>ADDRESS</u>	<u>Compensation</u>
_____	_____	_____

C. If the ownership of the bidder should change between the time this affidavit is made and the time an award is made or a contract is entered into, then I promise personally to update the disclosure by delivering another affidavit to RCUOG.

\_\_\_\_\_  
 Signature of one of the following:  
 Bidder, if the offeror is an individual;  
 Partner, if the offeror is a partnership;  
 Officer, if the offeror is a corporation

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
 NOTARY PUBLIC  
 My commission expires \_\_\_\_\_, \_\_\_\_\_

**Attachment F**  
**AFFIDAVIT re GRATUITIES, KICKBACKS AND FAVORS**

CITY OF \_\_\_\_\_ )  
) ss.  
STATE/TERRITORY )

\_\_\_\_\_ (state name of affiant signing below), being first duly sworn,  
deposes and says that:

1. The name of the offering firm or individual is (state name of offeror company)  
\_\_\_\_\_ = Affiant is \_\_\_\_\_ (state one  
of the following: the offeror, a partner of the offeror, and officer of the offeror) making the  
foregoing identified bid or proposal.
2. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers,  
representatives, agents subcontractors, or employees have violated, are violating the  
prohibition against gratuities, kickbacks and favors set forth in RCUOG Policy Manual.  
Further, affiant promises, on behalf of offeror, not to violate the prohibition against  
gratuities, kickbacks and favors as set forth in the RCUOG Policy Manual.
3. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers,  
representatives, agents, subcontractors, or employees have offered, given or agreed to give,  
any RCUOG employee or former employee, government of Guam employee or former  
government employee, any payment, gift, kickback, gratuity or offer of employment in  
connection with the offeror's proposal.
4. I make this statement on behalf of myself as a representative of the offeror, and on behalf  
of the offeror's officers, representatives, agents, subcontractors, and employees.

\_\_\_\_\_  
Signature of one of the following:  
Bidder, if the offeror is an individual;  
Partner, if the offeror is a partnership;  
Officer, if the offeror is a corporation

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires \_\_\_\_\_, \_\_\_\_\_

**ATTACHMENT G  
AFFIDAVIT RE ETHICAL STANDARDS**

CITY OF \_\_\_\_\_ )  
 ) ss.  
 STATE/TERRITORY )

\_\_\_\_\_ (state name of affiant signing below), being first duly sworn, deposes and says that:

The affiant is \_\_\_\_\_ (state one of the following: the offeror, a partner of the offeror, an officer of the offeror) making the foregoing identified bid or proposal. To the best of affiant's knowledge, neither affiant nor any officers, representatives, agents, subcontractors or employees of offeror have knowingly influenced any government of Guam employee to breach any of the ethical standards set forth in RCUOG's Policy Manual. Further, affiant promises that neither he/she, nor any officer, representative, agent, subcontractor, or employee of offeror will knowingly influence any government of Guam employee or RCUOG employee to breach any ethical standards set forth RCUOG's Policy Manual.

\_\_\_\_\_  
 Signature of one of the following:  
 Bidder, if the offeror is an individual;  
 Partner, if the offeror a partnership;  
 Officer, if the offeror is a corporation.

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
 NOTARY PUBLIC

My commission expires \_\_\_\_\_, \_\_\_\_\_.



**Attachment I**  
**DECLARATION re COMPLIANCE WITH U.S. DOL WAGE DETERMINATIONS**

Procurement No.: \_\_\_\_\_

Name of Offeror Company: \_\_\_\_\_

I, \_\_\_\_\_ hereby certify under penalty of perjury:

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

§ 5801. Wage Determination Established.

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

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

§ 5802. Benefits.

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

- (3) That the offeror is in full compliance with 5 GCA § 5801 and § 5802, as may be applicable to the procurement referenced herein;
- (4) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor. Download from [www.wdol.gov](http://www.wdol.gov) (INSTRUCTIONS – Please attach).

\_\_\_\_\_  
Signature

**EXHIBIT A**  
**RCUOG**  
**Invitation for Bid RCUOG BID NO. 16-01**  
**NEXT-GENERATION LIBRARY CREATION AND SEQUENCING EQUIPMENT**  
**BID SPECIFICATIONS**

The University of Guam Marine Laboratory (UOGML) was founded in 1970 and serves as a major institution for marine science research in the Western Pacific and Micronesia. While its current foci are largely directed towards basic and applied research in ecology, taxonomy, conservation, behavior, oceanography, and monitoring of coastal ecosystems, new research initiatives will include massively parallel genetic sequencing studies on non-model coral reef organisms with an emphasis upon exploring the genetic mechanisms corals employ while coping with stressors associated with climate change. The UOGML is particularly positioned to do so given its close proximity to the most diverse and unique marine environments in the world.

The equipment under this proposal is intended to drive independent research projects for undergraduate and graduate student mentors in the biological sciences, especially the marine sciences. Therefore, the University of Guam is seeking proposals for the purchase of two, workflow-coupled instruments: 1) equipment to construct genomic libraries from both genomic-DNA, as well as total-RNA; and 2) a Next Generation Sequencing (NGS) platform. The primary purpose of the procurement is to expand the capacity of the University to sequence transcriptomes (RNA-seq) of non-model organisms for high-resolution genetic connectivity and differential gene expression studies. The former will be achieved through the identification and analysis of single-nucleotide polymorphisms (SNPs) and thus, high base-calling accuracy is of utmost importance. The predominant sample type to be handled will be nucleic acids isolated from coral specimens, many of which will be limited in starting material, making batch size flexibility particularly relevant. In addition, the instrument platform will be installed in a relatively remote setting where instrument size, ease of operation, equipment reliability, and flexible service agreements are important considerations. Therefore emphasis will be placed on performance characteristics of the instrument platform with regards to range of application, small sample input, the ability to scale sequencing depth according to need, reduced hands-on operation time, and experiment reproducibility.

**BIDDERS ARE REQUIRED TO BID ON ALL OR NONE OF THE ITEMS REQUESTED.**

<b>Item no.</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price (\$)</b>
1	A NGS-library Preparation System	1	each	\$50,000-100,000
2	Desktop Next-Generation Sequencing Instrument	1	each	\$300,000

**NEXT-GENERATION LIBRARY CREATION AND SEQUENCING EQUIPMENT**

**SPECIFICATIONS:**

1. NGS-library preparation system with the ability to synthesize quantified, normalized, NGS-sequencing-ready libraries; and the ability to multiplex libraries.
2. Desktop Next-Generation Sequencing instrument with the ability to perform paired-end sequencing (i.e., sequencing in both directions during a single run); the ability to sequence with



high base-calling accuracy (e.g., >75% of bases with Q-scores > 30 within 2x150bp reads); and the ability to generate ca. 400,000,000 reads per sequencing run.

3. On site installation, optimization, and training on the two aforementioned instruments;
4. Comprehensive Service Contract for three to five years; and
5. Consumable reagents needed to run these equipment to generate NGS-ready libraries from 161 samples (1 pooled, and 160 multiplexed @16x per run), as well as 10 NGS sequencing runs.

NOTES: bid proposal must include installation and training as well as a three-year service contract along with a price for an optional yearly service contract per year for an additional two years. If aforementioned consumable reagents expire at intervals  $\leq$  one (1) calendar year, a flexible delivery schedule for consumable reagents must also be included in the bid. All installation and training related expenses (airfare, food and lodging) must be included in the bid.

WARRANTY PERIOD: Minimum of one-year; a three-year service contract along with a price for an optional yearly service contract per year for an additional two years must be included in the bid price.

WARRANTY: Manufacturers standard warranty must be a minimum of one-year

BIDDING ON: \_\_\_\_\_

MANUFACTURER: \_\_\_\_\_

MAKE: \_\_\_\_\_

MODEL: \_\_\_\_\_

YEAR: \_\_\_\_\_

PLACE OF ORIGIN: \_\_\_\_\_

DATE OF DELIVERY: \_\_\_\_\_

PAYMENT TERMS: 25% upon bid award, 25% upon delivery, and the remaining 50% upon acceptance of installment and training.

NOTE: NAME AND TITLE OF AUTHOR OF SPECIFICATIONS:

Dr. Jason Biggs, Co-Principal Investigator, 735-2190; Email: [biggs.js@gmail.com](mailto:biggs.js@gmail.com)

Procurement Officer: Gloria Travis, Email: [gtravis@triton.uog.edu](mailto:gtravis@triton.uog.edu)

OTHER NOTES:

1. These specifications have been written to describe minimum system and performance requirements to be supplied by the equipment manufacturer bidding. Reasonable tests may be conducted upon delivery before acceptance.

2. The successful bidder shall furnish all necessary and desirable information and instruction for the proper operation of the system.

3. RCUOG reserves the right to accept and/or reject any and all bids, to waive any defects, irregularities, or specification discrepancies and to award the bid deemed to be in the best interest of the University of

Guam and RCUOG.

4. Certificate of Origin is required to be provided to RCUOG at the time of delivery of the system.
5. Manufacturer's brochure (original) shall be submitted and attached on bid proposal.