GUAM DEPARTMENT OF EDUCATION
Rebecca M. Perez, Legal Counsel
P.O. Box DE
Hagåtña, Guam 96910
Telephone (671) 300-1537
Email: legal-admin@gdoe.net

Attorney for Guam Department of Education

RECEIVED
OFFICE OF PUBLIC ACCOUNTABILITY
PROCUREMENT APPEALS
DEC 29 2011
TIME 4:45 PM BY JB
FILE NO. OPA-PA-11-021

BEFORE THE OFFICE OF PUBLIC ACCOUNTABILITY

PROCUREMENT APPEAL

IN THE APPEAL OF INFRATECH INTERNATIONAL, LLC, Appellant.	APPEAL NO. OPA-PA-11-021 **SUBMISSION OF AGENCY REPORT**

The Guam Department of Education ("GDOE"), hereby submits the following exhibits as the Agency Report required by 2 GAR §12105:

a. A copy of the protest:

Letter from Ravindra B. Gogineni to Marcus Y. Pido dated October 4, 2011
Bates Stamp Nos. GDOE0026-27 **Exhibit 5**

b. A copy of the bid or offer submitted by the Appellant and a copy of the bid or offer that is being considered for award or whose bid or offer is being protested, if any had been submitted prior to the protest:

Not applicable; Appellant did not submit a bid to the subject IFB.

c. A copy of the solicitation, including the specifications or portions thereof relevant to the protest:

Invitation for Bid No. 039-2011
Bates Stamp Nos. GDOE0028-66 **Exhibit 6**

Amendments Nos. 1 through 9
Bates Stamp Nos. GDOE0067-89 **Exhibit 7**

ORIGINAL

d. A copy of the abstract of bids or offers or relevant portions thereof relevant to the protest:

Invitation for Bid Register
Bates Stamp Nos. GDOE0090-92 **Exhibit 8**

Abstract of IFB
Bates Stamp Nos. GDOE0093 **Exhibit 9**

e. Any other documents which are relevant to the protest; including the contract, if one has been awarded, pertinent amendments, and plans and drawings:

Not Applicable.

f. The decision from which the Appeal is taken, if different than the decision submitted by Appellant:

Letter to Ravindra B. Gogineni from Marcus Y. Pido dated November 30, 2011 with attachments
Bates Stamp Nos. GDOE0094-111 **Exhibit 10**

g. A statement answering the allegation of the Appeal and setting forth findings, actions, and recommendations in the matter together with any additional evidence or information deemed necessary in determining the validity of the Appeal. The statement shall be fully responsive to the allegations of the Appeal:

GDOE's Agency Statement
Bates Stamp Nos. GDOE00112-115 **Exhibit 11**

h. If the award was made after receipt of the protest, the report will include the determination required under 2 GAR §9101(e):

Not applicable.

i. A statement in substantially the same format as Appendix B to this Chapter, indicating whether the matter is the subject of a court proceeding:

Declaration Regarding Court Action
Bates Stamp No. GDOE00116 **Exhibit 12**

Dated this 29th day of December, 2011.

Respectfully submitted,

GUAM DEPARTMENT OF EDUCATION

By:_____
REBECCA M. PEREZ, ESQ.
Legal Counsel

Exhibit 5

I InfraTech International, LLC
118 Aspengao CT., Barrigada, Guam 96913

October 04, 2011

Mr. Marcus Y. Pido
Supply Management Administrator
Department of Education
Office of Supply Management
Manuel F.L. Guerrero/Administration Building
2nd Floor, Suite B-220
Hagatna, Guam 96932

PROCUREMENT SECTION
RECEIVED
OCT 05 2011
DEPARTMENT OF EDUCATION
TIME: 9:00 INITIAL:

Reference: **GDOE IFB 037-2011, 038-2011 & 039-2011**
Structural Repairs and Roof Coating

Subject: Request for Clarification

Hafa Adai Mr. Pido:

With this letter we acknowledge the receipt of your letter dated September 23, 2011 received on September 30, 2011 via email at 5:35 p.m.

We disagree that our questions/concerns were adequately addressed in the amendments. Once again, I am calling your attention to our email dated August 5, 2011 (See Attachment # 01). GDOE did not provide the representative's name as requested in our email. If you leave to the each contractor to determine the extent of work to be done, then how GDOE will determine who submitted the lowest responsive and responsible bid. We followed up on the status our requested with another email dated September 27, 2011 9See Attachment # 02). Also, GDOE issued an amendment on September 28, 2011 with a critical qualification requirement. This requirement will eliminate the one of the reputable manufacturers in the world.

Your responses to the questions submitted by the prospective bidders were issued after the last day to submit questions. However, the prospective bidders shall be allowed to submit any questions that came out of the GDOE responses. Corner to corner paint requirement was not stated in the original SOW and the amendment does not mention anything about the total area for the bid analysis purpose.

As a concerned citizen, I certainly would like to see that our public schools do take advantage of the ARRA funding and fix the school to avail safe facilities in educating the kids. As such, I did not want to turn in my official protest immediately and for this reason only I waited till today to make sure that I have a valid reason to protest. After witnessing the bid opening of the first two bids out of the total five bids that are due this week, it is my opinion that majority of the bids submitted are unbalanced. I can say this because if you add the quantity of the roof coating required per school and multiply with the unit prices given in the respective bids, the roof coating amount alone is exceeding the lump sum offer submitted to do the Structural Repairs and Roof Repairs & Coatings.

Based on the results of the bids 'IFB 035-2011 and IFB 036-2011', we believe that it is not possible for GDOE to compare the bids and determine the lowest responsive and responsible bidder. GDOE must change the Bid Cost Form including reasonable quantities for each item to best of its knowledge in order to compare all the bids under equal and fair competing atmosphere.

I InfraTech International, LLC
118 Aspengao CT., Barrigada, Guam 96913

With this letter we are ***officially protesting*** the above referred bids for the following reasons:

- GDOE failed to provide the information requested in our email dated August 5, 2011.
- GDOE was not adequately prepared for the mandatory site visits as the rooms that require the repair works were not shown during the mandatory site visits.
- GDOE added last minute requirement in Amendment No. 9, under Item 4, Section 1.6.B that "Applicator Company specializing in performing the work of this section with minimum 5 years experience approved as an authorized applicator in writing by manufacturer." We believe that this not necessary as the warranty is being offered by the manufacturer not the applicator.
- Corner to corner paint requirement was identified after the deadline to submit questions and area needed to be painted is not provided.
- Bid packages did not identify how GDOE will choose the responsive and responsible winning bidder as the plans are inconsistent and overwhelming amount of work is depending upon the interpretation of each bidder.

Should you have any questions and/or require additional information, please do not hesitate to contact me.

Sincerely,

Ravindra B. Gogineni
Vice President & General Manager

Cc: Attorney General's Office
Office of The Public Auditor
GDOE Board of Directors Office

Exhibit 6

Structural Repairs and Roof Coating – Southern

Capital Improvement Program IFB

Invitation for Bid

No. 039-2011

Guam Department of Education
Supply Management Office
Manuel F.L. Guerrero Administration Building, 2nd Floor
312 Aspinall Avenue
Hagåtña, Guam 96910
T: +1 (671) 475-0438 / +1 (671) 300-1581
F: +1 (671) 472-5001
www.gdoe.net

MARCUS Y. PIDO
Supply Management Administrator
mypido@gdoe.net

Section 1 – Invitation For Bid (IFB) Timeline

1.1 – INVITATION FOR BID (IFB) TIMELINE

DATE	ACTIVITY	TIME
Monday, July 11, 2011	Bid Issuance	8:00am
Monday, July 18, 2011	MANDATORY Pre Bid Conference	3:00pm
Tuesday, July 26, 2011	MANDATORY Site Visit	9:00am
Thursday, July 28, 2011	Written Questions and Clarifications Due	5:00pm
Wednesday, August 17, 2011	Bid Submission and Opening	10:00am

Section 2 – General Information, General Instructions & Project Scope

2.1 – PROJECT TITLE AND OVERALL SCOPE

2.1.1 – PROJECT SCOPE

This is a Construction project. This project is for the structural repairs and roof coating of the following schools:

H.S. Truman Elementary School;
Inarajan Middle School;
Oceanview Middle School; and,
J.P. Torres Alternative School.

The successful bidder will be responsible for **project management, structural repairs and installation of roof coating**, and **insuring that the improvements are made according to the architectural and engineering plans** outlined and attached as Appendix A. Further details are provided in Appendices B through E, which are in separate documents and may be found on the Office of Supply Management webpage on the GDOE website – **http://www.gdoe.net/procurement**. Bidders submitting bids in response to this IFB should submit a bid package that clearly specifies the bidder's or the bidding company's plan for completing the identified project within the timeframe set forth in Section 2.5.4.

2.1.2 – PROJECT DESCRIPTION

Bidders submitting bids in response to this IFB should submit a bid package that clearly specifies how the bidder or bidding company will complete the project as specified in Appendices A through E as referenced in Section 2.1.1.

2.1.3 – PROJECT SITE AND PLANS

Bidders submitting bids in response to this IFB will be presumed to have inspected the project site and to have read and to be thoroughly familiar with the plans labeled as Appendices A through G which can be found on the Office of Supply Management webpage on the GDOE website – **http://www.gdoe.net/procurement.** The failure or omission of any bidder to inspect the Project site, or examine any Project plans, instrument or document shall in no way relieve any bidder from any obligation with respect to his bid.

2.1.4 – PERSON(S) RESPONSIBLE FOR DRAFTING OF SPECIFICATIONS IS/ARE:

COEVAL Design Partners

2.1.5 – PERSON(S) RESPONSIBLE FOR DRAFTING OF TECHNICAL LITERATURE AND/OR MANUFACTURER'S BROCHURES USED IN THE PREPARATION OF THE SPECIFICATIONS IS/ARE:

COEVAL Design Partners

2.2 – GENERAL INSTRUCTIONS

Instructions for responding to this IFB are contained in Section 3 and should be followed carefully to ensure compliance. Bidders responding to this IFB that do not follow these instructions contained in Section 3 may, at the discretion of the GDOE, be deemed non-responsive and disqualified from participating in this solicitation.

2.2.1 – GENERAL DISCLAIMER REGARDING INSTRUCTIONS

All instructions contained herein should be carefully followed and complied therewith. Bids and bidders who fail to follow the instructions set forth in this section and any preceding or succeeding sections of this document may be deemed nonresponsive and disqualified from participating in this bid opportunity.

2.2.2 – ACCEPTABLE FORMAT OF BIDS

Bidders submitting bids in response to this IFB must submit a written bid. For each bid, bidders should submit one (1) original copy and one (1) duplicated copy for a total of two (2) documents. The bid should be submitted in a sealed envelope and delivered to the address listed in Section 2.2.3.

The bid envelope should be plainly marked as follows:

The Guam Department of Education Invitation For Bid No. ___ Submittal Date: ___/___/_____ Submittal Time: ___:____ a.m./p.m. Attention: _____

2.2.3 – TIME AND DATE FOR RECEIPT OF BIDS

Bidders submitting bids in response to this IFB (IFB No. 039-2011) should be aware that responses to this IFB must be received by the GDOE by:

TIME: **10:00 AM**
DATE: **Wednesday, August 17th, 2011**

Bidders submitting bids in response to this IFB (IFB No. 039-2011) should be aware that responses to this IFB must be delivered to the following physical address when delivered via hand delivery, Federal Express, DHL, or other courier service:

PHYSICAL ADDRESS: Guam Department of Education, Supply Management Office
Re: IFB No. 039-2011
Manuel F.L. Guerrero Administration Building, 2nd Fl., Rm. 202
312 Aspinall Avenue
Hagatna, Guam 96910

Bidders submitting bids in response to this IFB (IFB No. 039-2011) should be aware that responses to this IFB must be delivered to the following mailing address when delivered via the United States Postal Service:

MAILING ADDRESS: Guam Department of Education, Supply Management Office
Re: IFB No. 039-2011
Government of Guam
P.O. Box DE
Hagatna, Guam 96932

Any correspondence or communication with GDOE, via electronic mail or otherwise, regarding this procurement must include or refer to the number of this IFB (IFB No. 039-2011) in the subject or reference line.

2.2.4 – BID SUBMISSION FORM

The Bid Submission Form can be found as Appendix F on http://www.gdoe.net/procurement.

2.2.5 – LATE BIDS NOT ACCEPTED

Bidders submitting bids in response to this IFB should be aware that responses to this IFB received after the time and date in Section 2.2.3 will be considered nonresponsive and disqualified from participating in this solicitation.

2.2.6 – TRADE SECRETS AND OTHER PROPRIETARY DATA

Bidders submitting bids in response to this IFB should clearly stipulate and identify those portions of their response that contain trade secrets or other proprietary data that the bidder wishes to keep confidential.

2.2.7 – ACKNOWLEDGEMENT OF AMENDMENTS TO IFB

Bidders submitting bids in response to this IFB must acknowledge receipt of any and all amendments to this IFB. Amendment acknowledgement forms will be included with any and all IFB Amendments and must be submitted with IFB responses. *Responses without fully executed acknowledgement forms will be deemed nonresponsive and disqualified from participating in this solicitation.*

2.2.8 – REQUIREMENTS FOR ALL SOLICITATIONS

Bids submitted in response to this IFB must fulfill the requirements for all solicitations identified in Section 4 of this IFB. Each form identified in Section 5 of this IFB must be completed and returned in the envelope containing submissions in response to this IFB.

2.3 – EVENTS, CONFERENCES and/or MEETINGS PERTINENT TO THIS IFB

2.3.1 – PRE-BID CONFERENCE/SITE VISIT

Bidders submitting bids in response to this IFB should be aware that a Pre-Bid Conference will be held and attendance at this conference is mandatory. Minutes will be prepared and distributed after the Pre-Bid Conference that will include the names of all attendees, their company name, and contact numbers.

The mandatory Pre-Bid Conference will be held at:

TIME:	**3:00 PM**
DATE:	**Monday, July 18, 2011**
LOCATION:	**GDOE Conference Room, 1st Floor**

The mandatory Site Visit will be held at:

TIME:	**9:00 AM**
DATE:	**Tuesday, July 26, 2011**
LOCATION:	**To Be Announced**

2.3.2 – WRITTEN QUESTIONS

Bidders submitting bids in response to this IFB may submit written questions concerning this IFB by the time and date listed in this section. Questions can be submitted by in-person delivery, electronic mail, or fax in accordance with the contact information listed in this section. Questions should be clearly marked with the IFB number and addressed to the GDOE personnel listed in this section. Questions submitted after the time and date set in this section will not be considered, nor will an answer to those questions be provided.

Bidders submitting bids in response to this IFB (IFB No. 039-2011) should be aware that written questions relevant to this IFB must be received by the GDOE by:

TIME:	**5:00 PM**
DATE:	**Thursday, July 28, 2011**

Bidders submitting bids in response to this IFB (IFB No. 039-2011) should be aware that written questions relevant to this IFB must be delivered to the following physical address when delivered via hand delivery, Federal Express, DHL, or other courier service:

PHYSICAL ADDRESS: Guam Department of Education, Supply Management Office
Re: IFB No. 039-2011
Manuel F.L. Guerrero Administration Building, 2nd Fl., Rm. 202
312 Aspinall Avenue
Hagatna, Guam 96910

Bidders submitting bids in response to this IFB (IFB No. 039-2011) should be aware that written questions relevant to this IFB must be delivered to the following mailing address when delivered via the United States Postal Service:

MAILING ADDRESS: Guam Department of Education, Supply Management Office
Re: IFB No. 039-2011
Government of Guam
P.O. Box DE
Hagatna, Guam 96932

Bidders submitting bids in response to this IFB (IFB No. 039-2011) should be aware that written questions relevant to this IFB must be transmitted to the following telephone number when sent via facsimile (fax):

FAX NUMBER: +1 (671) 472-5001

Bidders submitting bids in response to this IFB (IFB No. 039-2011) should be aware that written questions relevant to this IFB must be sent to the following electronic mail (e-mail) address when sent via electronic mail:

ELECTRONIC MAIL ADDRESS: procurement@gdoe.net

Any correspondence or communication with GDOE, via electronic mail or otherwise, regarding this procurement must include or refer to the number of this IFB (IFB No. 039-2011) in the subject or reference line.

2.3.3 – ANSWERS TO WRITTEN QUESTIONS

Bidders submitting bids in response to this IFB should expect that answers to written questions will be prepared and posted to the GDOE's website or delivered via fax or electronic mail to prospective bidders within five (5) business days from the date that the written questions are received. *Please note that answers to written questions will be posted or provided in conjunction with the posting of the summary or minutes of the pre-bid conference.* The GDOE's website can be accessed at: http://www.gdoe.net.

2.3.4 – SUMMARY OF MINUTES OF PRE-BID CONFERENCE

Bidders submitting bids in response to this IFB should be aware that a summary or minutes of the pre-bid conference will be prepared and posted to the GDOE's website or delivered via fax or e-mail to prospective bidders within five (5) business days from the date that the pre-bid conference was held. The GDOE's website can be accessed at http://www.gdoe.net.

2.4 – AWARD

2.4.1 – EVALUATION FACTORS FOR AWARD

Bidders submitting bids in response to this IFB will be selected for award of contract based on ***lowest most responsive and responsible bidder***. GDOE reserves the right to disqualify bidders and bids that are deemed to be nonresponsive, regardless of whether the respective bidder or bid is determined to contain the lowest price.

In determining the lowest responsive bidder, GDOE may be guided by the following evaluation factors:

- Competency of bidder and bidder's proposed subcontractors as identified in **Sections 2.5.1 and 2.5.2**, respectively.
- Price of overall performance and delivery of the construction services proposed in response to this IFB.
- Ability, capacity, and skill of the bidder to perform as called for in this IFB.
- Ability, capacity, and skill of the bidder to perform within the specified time outlined in this IFB.
- Character, integrity, reputation, judgment, experience, and efficiency of the bidder.
- Quality of bidder's performance on previous projects of similar size and scope to those outlined in this IFB.
- Sufficiency of the financial resources available to the bidder to perform or provide the goods and/or services outlined in this IFB.

2.4.2 – NOTICE OF AWARD

Bidders submitting bids in response to this IFB will be notified in writing should their bid be determined to be the lowest most responsive and responsible bidder. For solicitations over $25,000 all bidders submitting bids will be notified in writing of the successfulness or unsuccessfulness of their response to this IFB. Written notice of award will be public information and made a part of the procurement file.

2.5 – GENERAL INFORMATION

2.5.1 – COMPETENCY OF BIDDERS

Bidders submitting bids in response to this IFB shall present satisfactory evidence that bidder or bidder's company has sufficient experience and that bidder or bidder's company is fully prepared with necessary capital, material, machinery and skilled workmen and supervision staff to satisfactorily complete the Project.

Accordingly, the Bidder must submit for review the following information. While all information submitted will remain confidential, GDOE reserves the right to investigate the information submitted, as is deemed necessary, before a Contract is awarded, and to disqualify any Bidder if deemed to be in GDOE's best interest.

Bidders should include in their sealed bid envelope a description of each of the following:

a. Bidder's experience on similar projects with similar scopes of work.
b. Bidder's past performance in accomplishing projects in agreed time – including an explanation of any failure to complete within the specified timeframe.
c. Availability of plant, machinery and other equipment necessary for work – including any machinery or equipment that Bidder might have to purchase to complete the Project.
d. Quality of work presently performed for Government of Guam, federal, and private projects.
e. Bidder's diligence in carrying out responsibility.
f. Record of good owner-contractor relationship.
g. Previous record of bid qualifications.
h. Qualifications of supervisory personnel proposed to work on this Project and identification of their education, skills, and past experiences.
i. Record of past performance of contracts including record of default and nonpayment of obligations.
j. Disclosure of financial resources sufficient to demonstrate an ability to complete this Project.

- Financial resources report shall be dated not more than six (6) months prior to bid opening, must be prepared by a certified accountant and shall contain at least the following information:
  i. Total Assets
  ii. Total Liabilities
  iii. Total Current Assets
  iv. Total Current Liabilities
  v. Bonding Capability
  vi. Financial Statements including Balance Sheets and Income Statements for Last Two Years

2.5.2 – COMPETENCY OF SUBCONTRACTORS

Bidders submitting bids in response to this IFB that will require the use of a subcontractor or multiple subcontractors should be advised that any person, firm, or other party to whom it proposes to award a subcontract under the Contract must be acceptable to the GDOE. Bidders are required to submit all of the information required in Section 2.4.1 of this IFB.

Competency of Bidders for each subcontractor proposed for use in the completion of this Project. This information must be fully submitted in the sealed bid envelope. Bidders are strongly encouraged to submit any additional information with the bid documents that demonstrates the subcontractor's technical expertise and overall capability to complete the work in a timely, professional manner according to the project scope and description contained in this IFB.

2.5.3 – CONDITIONS OF WORK

Bidders submitting bids in response to this IFB should be fully aware of the conditions relating to the services required and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all materials and labor necessary to carry out the provisions of the contract. Insofar as possible, the contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

Bidders submitting bids in response to this IFB should be familiar with the island of Guam, insofar as the island's location may lend itself to periods of frequent rainy conditions and require the import of construction materials not available on-island.

2.5.4 – DELIVERY AND PERFORMANCE SCHEDULE

The selected contractor shall commence work on or before the date specified in the notice to proceed. **The Project shall be completed within <u>120 calendar days</u>, complete and ready for use.** In the event the Contractor does not complete the Project within the time specified, liquidated damages will be assessed as stated in **Section 5** Contract Terms and Conditions.

2.5.5 – NOTICE OF PAYMENT BY INSTALLMENTS

Bidders submitting bids in response to this IFB should be aware that payments for goods and/or services procured through this IFB will be made by installment as the work progresses.

The term "satisfactory completion" shall be according to the terms specified in the contract documents. If the percentage of completion is not specified in the contract documents GDOE and the contractor shall mutually agree upon specified payment terms and conditions.

2.5.6 – INSPECTION AND ACCEPTANCE OF CONSTRUCTIONS/GOODS

Bidders submitting bids in response to this IFB should be aware that GDOE will inspect and test all constructions and/or improvements made in fulfillment of this IFB. GDOE reserves the right to reject and, at its discretion, require replacement of those items that are determined to be defective in material,

construction, workmanship, manufacturing, or performance and/or that do not conform to the specifications described in this IFB.

2.5.7 – BOND REQUIREMENTS AND PERFORMANCE GUARANTEES

Each bid must be accompanied by a deposit in the amount of not less than fifteen percent (15%) of the total bid amount. Such deposit may be in the form of a bid bond, cashier's check or certified check made payable to the Treasurer of Guam. Such checks or bid bonds will be returned to all except the three lowest Bidders within ten (10) working days after the opening of bids, and the remaining checks or bid bonds will be returned promptly after GDOE, pursuant to the Order of the United States District Court of Guam and the accepted Bidder have executed the Contract, or if no award has been made within 90 calendar days after the date of the opening of bids, upon demand of the Bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid. Should the successful Bidder fail or refuse to execute and deliver the Contract, performance and payment bond, insurance policies, Guam Contractor's license, and Guam Business license required within fifteen (15) calendar days after acceptance of his bid, he shall forfeit to the Government of Guam as liquidated damages for such failure or refusal, the security deposited with his bid.

Bidders submitting bids in response to a procurement that will result in a contract amount that is in excess of $15,000.00 must meet the bid guarantee requirements stipulated in this section and its subsections. Bidders are required to complete the Bid Bond Form labeled as "GDOE Procurement Form 001" and provided in Section 5 of this IFB.

2.5.7.1 – BID BOND REQUIREMENTS FOR CONTRACT AMOUNTS IN EXCESS OF $15,000

Bidders submitting bids in response to a procurement that will result in a contract amount in excess of $15,000.00 must meet the bid guarantee requirements stipulated below in this section. Bidders are required to complete the Bid Bond Form in **Section 5** labeled as "GDOE Procurement Form 001" if providing a surety bond for security. Bidders choosing to provide a cashier's check, certified check, or letter of credit are not required to submit "GDOE Procurement Form 001" but should provide the cashier's check, certified check, or letter of credit and a copy of same attached to its bid submission in lieu of "GDOE Procurement Form 001".

2.5.7.2 – BID GUARANTEE REQUIREMENT

Bidder is required to submit a Bid Guarantee Bond or standby irrevocable Letter of Credit or Certified Check or Cashier's Check in the same bid envelope to be held by the Government pending award. The Bid Guarantee Bond, Letter of Credit, Certified Check or Cashier's Check must be issued by any local surety or banking institution licensed to do business on Guam and made payable to the Treasurer of Guam in the amount of fifteen percent (15%) of his highest total bid offer. The Bid Bond must be submitted on the Bid Bond Form in **Section 5** labeled as "GDOE Procurement Form 001". Personal Checks will not be accepted as Bid Guarantee. If a successful Bidder (contractor) withdraws from the bid or fails to enter into contract within the prescribed time, such Bid guarantee will be forfeited to the Government of Guam. Bids will be disqualified if not accompanied by Bid Bond, Letter of Credit, Certified Check or Cashier's check. Bidder must include in his/her bid, valid copies of a Power of Attorney from the Surety and a Certificate of Authority from the Government of Guam to show proof that the surety company named on the bond instrument is authorized by the Government of Guam and qualified to do business on Guam. For detailed information on bonding matters, contact the Department of Revenue and Taxation. Failure to submit a valid Power of Attorney and Certificate of Authority on the surety is cause for rejection of bid. (GPR Section 3-202.03.3) **Pursuant to Public Law 27-127, all competitive sealed bidding for the procurement of supplies or services exceeding $25,000.00 a 15% Bid Security of the total bid price must accompany the bid package.**

2.5.7.3 – PERFORMANCE BOND REQUIREMENT

Bidder will be required to furnish a Performance Bond on either a Government Standard Form PB-1, standby irrevocable Letter of Credit or Certified Check or Cashier's Check payable to the Treasurer of Guam issued by any of the local Banks or Bonding Institution in the amount equal to **one hundred percent (100%)** of the contract prices as security for the faithful performance and proper fulfillment of the contract. In the event that any of the provisions of this contract are violated by the Contractor, the Supply Management Administrator shall serve written notice upon both the Contractor and the Surety of its intention to terminate the contract. Unless satisfactory arrangement or correction is made within ten (10) days of such notice the contract shall cease and terminate upon the expiration of the ten (10) days. In the event of such termination, the Supply Management Administrator shall immediately serve notice thereof upon the Surety. The Surety shall have the right to take over and perform the contract, provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing of notice of termination, the Government may take over and prosecute the same to complete the contract or force account for the account and at the expense of the Contractor, and the Contractor and his Surety shall be liable to the Government for any excess cost occasioned the Government thereby (GDOEPR Section 3.9.3.4.) Insert new provisions of Performance Bond by P.L. 27-127.

2.5.7.4 – PERFORMANCE GUARANTEE

Bidders, who are awarded a contract under this solicitation, guarantee that goods will be delivered or required services performed within the time specified. Failure to perform the contract in a satisfactory manner may be cause for suspension or debarment from doing business with the Government and to enforce Section 23 of these General Terms and Conditions. In addition, the Government will hold the Vendor liable and will enforce the requirements as set forth in Section 41 of these General Terms and Conditions.

2.5.7.5 – SURETY BONDS

Bid and Performance Bonds coverage must be signed or countersigned in Guam by a foreign or alien surety's resident general agent. The surety must be Insurance Company, authorized by the government of Guam and qualified to do business in Guam. Bids will be disqualified if the Surety Company does not have a valid Certificate of Authority from the Government of Guam to conduct business in Guam.

§5104. Contract Performance and Payment Bonds.

(1) Performance Bonds.

(a) **General.** A performance bond satisfactory to the territory, executed by a surety company authorized to do business in this territory or otherwise secured in a manner satisfactory to the territory, is required for all contracts in excess of $25,000 in the amount of 100% of the contract price. The performance bond shall be delivered by the contractor to the territory at the same time the contract is executed. If a contractor fails to deliver the required performance bond, the contractor's bid shall be rejected, its bid security shall be enforced, and award of the contract shall be made to the next lowest bidder in accordance with §3109(n)(2) (Bid Evaluation and Award, Responsibility and Responsiveness) of these Regulations.

(b) **Purpose.** A performance bond indemnifies the territory against loss resulting from the failure of the contractor to perform a construction contract in accordance with the plans and specifications.

(c) **Reduction of Amount Prior to Solicitation.** The Director of Public Works or the head of a Purchasing Agency may reduce the amount of the performance bond required prior to solicitation to not less than 50% of the contract price if, after completing appropriate analysis, it is determined in writing by the Director of Public Works or the head of a Purchasing Agency to be less costly or more advantageous to the territory to self-insure a part of the performance of the contractor. An analysis may be made for groups of contracts, for example, contracts in excess of $10 million, or may be made on particular contracts, as

the Director of Public Works or the head of a Purchasing Agency chooses. A copy of the analysis shall be available for public inspection.

(d) **Reduction of Amount During Performance.** If permitted by the contract and solicitation, the Director of Public Works or the head of a Purchasing Agency may reduce the amount of the performance bond as work is completed if such officer determines in writing that such reduction is in the best interest of the territory.

(2) Payment Bonds.

(a) **General.** A payment bond satisfactory to the territory, executed by a surety company authorized to do business in this territory or otherwise secured in a manner satisfactory to the territory is required for all construction contracts in excess of $25,000, in the amount of 100% of the contract price. The payment bond shall be delivered by the contractor to the territory at the same time the contract is executed. If a contractor fails to deliver the required payment bond, the contractor's bid shall be rejected, its bid security shall be enforced, and award of the contract shall be made to the next lowest bidder in accordance with §3109(n)(2) (Bid Evaluation and Award, Responsibility and Responsiveness) of these Regulations.

(b) **Purpose.** A payment bond guarantees payment and protection for those furnishing labor and materials to the contractor or its subcontractors for the work bonded.

(c) **Reduction of Amount Prior to Solicitation**. Prior to solicitation the Director of Public Works or the head of a Purchasing Agency may reduce the amount of the payment bond to not less than 50% of the contract price if a written determination is made that it is in the best interest of the territory to do so. Factors to be considered in order to make such a determination include, but are not limited to:

(1) the value and number of subcontracts to be awarded by the contractor; and

(2) the value of the contract.

(d) **Reduction of Amount During Performance**.

During performance, the Director of Public Works or the head of a Purchasing Agency may reduce the required coverage of the payment bond as payments are made by the contractor.

Section 3 – REQUIREMENTS FOR ALL SOLICITATIONS

3.1 – REQUIREMENTS FOR ALL SOLICITATIONS

Bids submitted in response to this IFB must fulfill the requirements for all solicitations identified in this IFB. Each of the forms identified in this section and its subsections must be completed and returned in the envelope containing responses to this IFB. The term "GCA" refers to the Guam Code Annotated. The term "GAR" refers to the Guam Administrative Regulations, Division 4, Procurement Regulations.

3.2 – LICENSE TO CONDUCT BUSINESS ON GUAM AND LOCAL PREFERENCE POLICY

Bidders providing supplies or services pursuant to or in support of this IFB are subject to licensure requirements as well as the Guam Local Preference Policy in accordance with 5 GCA § 5008. Information about a Guam business license may be obtained from the Guam Department of Revenue and Taxation.

3.3 – LIST OF FORMS REQUIRED FOR ALL SOLICITATIONS

All bidders submitting bids in response to this IFB must complete all forms attached to this IFB. Furthermore, Bids submitted in response to this IFB must contain completed originals of the additional forms identified throughout this IFB and collectively listed in Section 5.

3.4 – DISCLOSURE OF OWNERSHIP AND COMMISSIONS

Bidders submitting bids in response to this IFB must expressly identify all major shareholders in accordance with 5 GCA § 5233.

******AG Procurement Form 002 (Rev. Nov. 17, 2005) must be completed and included in all responses to this IFB.******

3.5 – BIDDERS CERTIFY THAT PRICE OR OFFER WAS INDEPENDENTLY ARRIVED AT WITHOUT COLLUSION

By submitting a bid in response to this IFB, a bidder certifies that the indicated price or offer was independently arrived at without collusion in accordance with 2 GAR Div. 4 § 3126(b).

******AG Procurement Form 003 (Jul. 12, 2010) must be completed and included in all responses to this IFB.******

3.6 – PROHIBITION AGAINST GRATUITIES AND KICKBACKS

By submitting a bid in response to this IFB bidders must certify to the best of their knowledge that neither they, nor any of their officers, representatives, agents, subcontractors, or employees, have violated or are violating the prohibition against gratuities and kickbacks set forth in 5 GCA § 5630.

Bidders submitting bids in response to this IFB must certify to the best of their knowledge that neither they, nor any of their officers, representatives, agents, subcontractors, or employees have offered, given or agreed to give, any government of Guam employee or former government employee, any payment, gift, kickback, gratuity or offer of employment in connection with the bidders response to this IFB. 5 GCA § 5630(c); 2 GAR Div. 4 § 11107(3) and 11107(4)(e).

******AG Procurement Form 004 (Jul. 12, 2010) must be completed and included in all responses to this IFB.******

3.7 – REPRESENTATION REGARDING CONTINGENT FEES

By submitting a bid in response to this IFB, bidder represents that it has not retained a person to solicit or secure a territorial contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business, in accordance with 5 GCA § 5631.

******AG Procurement Form 007 (Jul. 12, 2010) must be completed and included in all responses to this IFB.******

3.8 – REPRESENTATION REGARDING ETHICAL STANDARDS

By submitting a bid in response to this IFB, 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 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.

******AG Procurement Form 005 (Jul. 12, 2010) must be completed and included in all responses to this IFB.******

3.9 – RIGHT OF GDOE TO CANCEL INVITATION FOR BID

The Guam Department of Education (GDOE) reserves the right to cancel this IFB at any time when it is in the best interests of the Department, in accordance with 5 GCA § 5225 and 2 GAR Div. 4 § 3115(c).

3.10 – PROHIBITION AGAINST EMPLOYMENT OF SEX OFFENDERS

Any entity providing services pursuant to this IFB are prohibited from employing sex offenders to provide the goods or services being procured through this IFB. Specifically, pursuant to 5 GCA § 5253:

§5253. Restriction Against Contractors Employing Convicted Sex Offenders from Working at Government of Guam Venues.

(a) No person convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA in Guam, or an offense in any jurisdiction which includes, at a minimum, all of the elements of said offenses, or who is listed on the Sex Offender Registry, and who is employed by a business contracted to perform services for an agency or instrumentality of the government of Guam, shall work for his employer on the property of the government of Guam other than a public highway.

(b) All contracts for services to agencies listed herein shall include the following provisions: (1) warranties that no person providing services on behalf of the contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry; and (2) that if any person providing services on behalf of the contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction...

(d) any contractor found in violation of §5253(b), after notice from the contracting authority of such violation, shall, within twenty-four (24) hours, take corrective action and shall report such action to the contracting authority. Failure to take corrective action within the stipulated period may result in the temporary suspension of the contract at the discretion of the contracting authority.

SOURCE: Added by P.L. 28-24:2. Amended by P.L. 28-98:2 (Feb. 7, 2006).

3.11 – WAGE AND BENEFITS DETERMINATION FOR SERVICES

Bidders submitting bids in response to this IFB must pay employees providing services procured through this IFB in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam. 5 GCA § 5801 and § 5802, as applicable. A copy of the most recent wage determination is included herein. The Wage Determination for Guam and the Northern Mariana Islands also can be found on the U.S. Department of Labor's website: http://www.wdol.gov.

Bidders submitting bids in response to this IFB must provide health and similar benefits for employees, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by U.S. Department of Labor and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee. 5 GCA § 5802.

******AG Procurement Form 006 (Feb. 16, 2010) must be completed and included in all responses to this IFB.******

Section 4 – REQUIREMENTS FOR CONSTRUCTION CONTRACTS

4.1 – GENERAL

The following provisions shall apply to and be included in any contract issued pursuant to this IFB.

For construction contracts in excess of $25,000 that may be awarded pursuant to this IFB, contractors will be required to provide performance and payment bonds equal to 100% of the price specified in such contract pursuant to 5GCA § 5304(a). GDOE reserves the right to require additional bonds or security pursuant to 5GCA § 5304(1).

4.2 – SUSPENSION OF WORK

"SUSPENSION OF WORK"

(a) **Suspension for Convenience.** The Director of Public Works or the head of the Purchasing Agency may order the contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as the Director of Public Works or the head of the Purchasing Agency may determine to be appropriate for the convenience of the territory.

(b) **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 the Director of Public Works or the head of the Purchasing Agency in the administration of this contract, or by the failure of the Director of Public Works or the head of the Purchasing Agency to act within the time specified in this contract (or if no time is specified, within reasonable time), an adjustment shall be made for any increase in the cost of performance of this contract necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent:

(1) that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the contractor; or

(2) for which an adjustment is provided for or excluded under any other provision of this contract.

(c) **Time Restriction on Claim.** No claim under this clause shall be allowed:

(1) for any costs incurred more than twenty (20) days before the contractor shall have notified the Director of Public Works or the head of the Purchasing Agency 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

(2) 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.

(d) **Adjustments of Price.** Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract."

SOURCE: 2 GAR § 5106(5)

4.3 - SITE CONDITIONS CONTRACTOR'S RESPONSIBILITY

(6) **Differing Site Conditions Clause.** Set forth below are alternative differing site conditions clauses to be used as appropriate.

"SITE CONDITIONS CONTRACTOR'S RESPONSIBILITY"

The contractor accepts the conditions at the construction site as they eventually may be found to exist and warrants and represents that the contract can and will 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 wholly at the contractor's own cost and expense, anything in this contract to the contract notwithstanding."

SOURCE: 2 GAR § 5106(6)

4.4 – PRICE ADJUSTMENT

"PRICE ADJUSTMENT"

(1) **Price Adjustment Methods.** Any adjustment in contract price pursuant to clauses in this contract 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 the contract or subsequently agreed upon;

(c) by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract or subsequently agreement 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 Director of Public Works or the head of the Purchasing Agency of costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as computed by the Director of Public Works or the head of the Purchasing Agency in accordance with generally accepted accounting principles and applicable sections under Chapter 7 (Cost Principles) of the Guam Procurement Regulations and subject to the provisions of Article 5, Chapter 5 of 5 GCA (Legal and Contractual Remedies) of the Guam Procurement Act.

(2) **Submission of Cost or Pricing Data.** The 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."

SOURCE: 2 GAR § 5106(7)

4.5 - CLAIMS BASED ON THE DIRECTOR OF PUBLIC WORK'S OR THE HEAD OF A PURCHASING AGENCY'S ACTIONS OR OMISSIONS

"CLAIMS BASED ON THE DIRECTOR OF PUBLIC WORK'S OR
THE HEAD OF A PURCHASING AGENCY'S ACTIONS OR OMISSIONS"

(1) **Notice of Claim.** If any action or omission on the part of the Director of Public Works or the head of the Purchasing Agency, or designee of such officer, requiring performance changes within the scope of the contract constitutes the basis for a claim by the contractor for additional compensation, damages, or an extension of time for completion, the contractor shall continue with performance of the contract in compliance with the directions or orders of such officials, but by so doing, the contractor shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

(a) the contractor shall have given written notice to the Director of Public Works, the head of the Purchasing Agency, or designee of such officer:

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

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

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

This notice shall state that the contractor regards the act or omission as a reason which may entitle the contractor to additional compensation, damages, or an extension of time. The Procurement Officer or designee of such officer, 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 Procurement Officer or designee of such officer.

(b) the notice required by Subparagraph (a) of this Paragraph describes as clearly as practicable at the time the reasons why the contractor believes that additional compensation, damages, or an extension of time may be remedies to which the contractor is entitled; and

(c) the contractor maintains and, upon request, makes available to the Procurement Officer 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.

(2) **Limitations of Clause.** Nothing herein contained, however, shall excuse the 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 the contract.

(3) **Adjustments of Price.** Any adjustment in the contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract."

SOURCE: 2 GAR § 5106(8)

4.6 – TERM FOR DEFAULT, FOR NONPERFORMANCE, OR DELAY; DAMAGES FOR DELAY; AND **TIME EXTENSIONS**

"TERMINATION FOR DEFAULT FOR NONPERFORMANCE OR DELAY – TIME EXTENSIONS"

(1) **Default.** If the contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will assure its completion within the time specified in the contract, or any extension thereof fails to complete said work within such time, or commits any other substantial breach of this contract, and further fails within fourteen (14) days after receipt of written notice from the Procurement Officer to commence and continue correction of such refusal or failure with diligence and promptness, the Procurement Officer may, by written notice to the contractor, declare the contractor in breach and terminate the contractor's right to proceed with the work or such part of the work as to which there has been delay. In such event the territory may take over the work and prosecute the same to completion, by contract or otherwise, and may take possession of, and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore. Whether or not the contractor's right to proceed with the work is terminated, the contractor and the contractor's sureties shall be liable for any damage to the territory resulting from the contractor's refusal or failure to complete the work within the specified time.

(2) **Liquidated Damages upon Termination.** If fixed and agreed liquidated damages are provided in the contract, and if the territory so terminates the contractor's right to proceed, the resulting damage will consist of such liquidated damages for such reasonable time as may be required for final completion of the work.

(3) **Liquidated Damages in Absence of Termination.** If fixed and agreed liquidated damages are provided in the contract, and if the territory does not terminate the contractor's right to proceed, the resulting damage will consist of such liquidated damages until the work is completed or accepted.

(4) **Time Extension.** The Contractor's right to proceed shall not be so terminated nor the contractor charged with resulting damage if:

(a) the delay in the completion of the work 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 territory; 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 the contractor furnished to the Procurement Officer proof that the contractor has diligently made every effort to obtain such materials from all known sources within reasonable reach of the work, 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 work which could not be compensated for by revising the sequence of the contractor's operations; and

(b) the contractor, within ten days from the beginning of any such delay (unless the Procurement Officer grants a further period of time before the date of final payment under the contract), notifies the Procurement Office in writing of the causes of delay. The Procurement Officer shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in the judgment of the Procurement Officer, the findings of fact justify such an extension.

(5) **Erroneous Termination for Default.** If, after notice of termination of the contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contractor was not in default under the provisions of this clause, or that the delay was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the territory, be the same as if the notice of termination had been issued pursuant to such clause. If, in the foregoing circumstance, this contract does not contain a clause providing for termination for convenience of the territory, the contract shall be adjusted to compensate for such termination and the contract modified accordingly.

(6) **Additional Rights and Remedies.** The rights and remedies of the territory provided in this clause are in addition to any other rights and remedies provided by law or under this contract. 2 GAR Div 4 § 5106 (9) (pg.26)

SOURCE: 2 GAR § 5106(9)

4.7 – LIQUIDATED DAMAGES

"LIQUIDATED DAMAGES"

When the Contractor fails to complete the work or any portion of the work within the time or times fixed in the contract or any extension thereof, the contractor shall pay to the territory $50 for contracts less then $100,000 and $100 for contracts $100,000 and over per calendar day of delay pursuant to the clause of this contract entitle, "Termination for Default for Nonperformance or Delay – Damages for Delay – Time Extension". GAR Div 4 § 5106 (10) (pg.29)

4.8 – TERMINATION FOR CONVENIENCE

"TERMINATION FOR CONVENIENCE"

(1) **Termination.** The Procurement Officer may, when the interest of this territory so require, terminate this contract in whole or in part, for the convenience of the territory. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

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

(3) **Right to Construction and Supplies.** The Procurement Officer may require the contractor to transfer title and deliver to the territory in the manner and to the extent directed by the Procurement Officer:

(a) Any completed construction; and

(b) Such partially completed construction, supplies, materials, parts, tools, dies, jigs, fixtures, plans, drawing, information, and contract rights (hereinafter called "construction material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract.

The contractor shall protect and preserve property in the possession of the contractor in which the territory has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such construction, supplies, and construction materials in accordance with the standards of 14 GCA §2706 (UCC). (See end of Subsection 6101(10) (d) for code quotation.) This in no way implies that the territory has breached the contract by exercise of the Termination for Convenience Clause.

(4) Compensation.

(a) The 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 the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(b) The Procurement Officer and the 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 the total contract price plus settlement costs reduced by payments previously made by the territory, the proceeds of any sales of construction, supplies, and construction materials under Paragraph (3) of this clause, and the contract price of the work not terminated.

(c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments under Subparagraph (b) shall not duplicate payments under this Paragraph.

(i) With respect to all contract work performed prior to the effective date of the notice of termination, the total (without duplication of any items) of:

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

(B) Cost of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(i)(A) of this Paragraph.

(C) The reasonable settlement costs of the 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 the contract and for the termination and settlement of subcontractors 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 contract. The total sum to be paid the contractor under this Paragraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of any sales of construction, supplies, and construction materials under Paragraph (3) of this clause, and the contract price of work not terminated.

(D) Cost claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph shall be in accordance with Chapter 7 (Cost Principles) of Guam Procurement Regulations. 2 GAR Div 4 § 5016 (11) (pg.29)

4.9 – REMEDIES CLAUSE

"REMEDIES"

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

SOURCE: 2 GAR §5106 (12)

4.10 – CHANGE ORDER CLAUSE

"CHANGE ORDER"

Any order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 5.4.3 of the Department of Education Procurement Regulations (DOEPR), which states in part:

1. Change Order – The Director of Education, at any time, and without notice to the sureties, in a signed writing designated or indicated to be a change order, may order:

(a) Changes in the work within the scope of the contract; and

(b) Changes in the time of performance of the contract that do not alter the scope of the contract.

Section 5 – FORMS REQUIRED FOR ALL BIDS SUBMITTED IN RESPONSE TO IFB

5.1 – LIST OF FORMS REQUIRED FOR ALL SOLICITATIONS

FORM NAME	FORM TITLE
GDOE Procurement Form 001	Bid Bond Form
GDOE Procurement Form 002	Special Provisions – Restrictions Against Sex Offenders
Attorney General Procurement Form 002	Affidavit Disclosing Ownership and Commissions
Attorney General Procurement Form 003	Affidavit re: Non-Collusion
Attorney General Procurement Form 004	Affidavit re: No Gratuities or Kickbacks
Attorney General Procurement Form 005	Affidavit re: Ethical Standards
Attorney General Procurement Form 006	Affidavit re: Compliance with US DOL Wage Determination
Attorney General Procurement Form 007	Affidavit re: Contingent Fees

GOVERNMENT OF GUAM

DEPARTMENT OF EDUCATION
P.O. BOX DE
Hagatna, Guam 96932

BID BOND

NO. _____

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

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

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

Signed and sealed this _____day of _____ 2011.

_____
(PRINCIPAL) (SEAL)

_____
(WITNESS)

_____
(TITLE)

_____
(MAJOR OFFICER OF SURETY)

_____
(MAJOR OFFICER OF SURETY)

_____
(TITLE)

_____
(TITLE)

_____
(RESIDENT GENERAL AGENT)

This form shall be submitted in the Bid Envelope.
GDOE Procurement **Form 001**

SEE INSTRUCTIONS FOR SUPPORTING DOCUMENTS REQUIRED.

INSTRUCTION TO PROVIDERS:

NOTICE to all Insurance and Bonding Institutions:

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

When the form is submitted to GUAM DEPARTMENT OF EDUCATION, it should be accompanied with copies of
The following:

1. Current Certificate of Authority to do business on Guam issued by the Department of Revenue and Taxation.

2. Power of Attorney issued by the Surety to the Resident General Agent.

3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.

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

Special Provisions

RE: Structural Repairs and Roof Coating – Southern

Restriction against Sex Offenders Employed by service providers to Government of Guam from working on Government Property.

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

_____

Signature of Bidder Date
Proposer, if an individual;
Partner, if a partnership;
Officer, if a corporation.

This form shall be submitted in the Bid Envelope.
GDOE Procurement **Form 002**

AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSIONS

CITY OF _____)
) **ss.**
ISLAND OF GUAM)

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the offeror and that [*please check only one*]:

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

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

Name	Address	% of Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

Name	Address	Compensation
_____	_____	_____

C. If the ownership of the offering business should change between the time this affidavit is made and the time an award is made or a contract is entered into, then I promise personally to update the disclosure required by 5 GCA §5233 by delivering another affidavit to the government.

_____
Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

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

_____
NOTARY PUBLIC
My commission expires: _____

This form shall be submitted in the Bid Envelope.

AG Procurement **Form 002** (Rev. Nov. 17, 2005)

SPECIAL PROVISION FOR AFFIDAVIT DISCLOSING OWNERSHIP AND COMMISSIONS

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

Excerpt from P.L. 18-44

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

"Section 6961.3. Affidavit Disclosing Ownership and Commissions. As a condition of bidding, any partnership, sole proprietorship or corporation doing business with the Government of Guam shall submit an affidavit executed under oath that lists the name and address of any person who has held more than ten percent (10%) of outstanding interest or shares in said partnership, sole proprietorship or corporation at any time during the twelve (12) month period immediately preceding submission of a bid. The affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship or corporation which have been held by each such person during the twelve (12) month period. In addition, the affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for the procuring or assisting in obtaining business related to the bid for the bidder and shall also contain the amounts of any such commission, gratuity or other compensation. The affidavit shall be open and available to the public for inspection and copying"

EXAMPLE:

1. A bidder intends to participate in a bid opening on October 15, and submits his/her Bid on September 12, the affidavit dated September 10 is acceptable.

NOTE: ALL BIDS WILL REQUIRE ORIGINAL AFFIDAVITS.

AFFIDAVIT re NON-COLLUSION

CITY OF _____)
) **ss.**
ISLAND OF GUAM)

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

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

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

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

_____
Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me

this _____ day of _____, 20__.

_____
NOTARY PUBLIC
My commission expires _____, _____.

This form shall be submitted in the bid Envelope.

AG Procurement **Form 003** (Jul. 12, 2010)

AFFIDAVIT re NO GRATUITIES or KICKBACKS

CITY OF _____)
) **ss.**
ISLAND OF GUAM)

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

1. The name of the offering firm or individual is [*state name of offeror company*] _____. Affiant is _____ [*state one of the following: the offeror, a partner of the offeror, an officer of the offeror*] making the foregoing identified bid or proposal.

2. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers, representatives, agents, subcontractors, or employees have violated, or are violating the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 § 11107(e). Further, affiant promises, on behalf of offeror, not to violate the prohibition against gratuities and kickbacks as set forth in 2 GAR Division 4 § 11107(e).

3. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers, representatives, agents, subcontractors, or employees have offered, given or agreed to give, any government of Guam employee or former government employee, any payment, gift, kickback, gratuity or offer of employment in connection with the offeror's proposal.

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

_____
Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me

this _____ day of _____, 20__.

_____
NOTARY PUBLIC
My commission expires: _____, _____

This form shall be submitted in the Bid Envelope.

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

AFFIDAVIT RE ETHICAL STANDARDS

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

_____
Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

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

_____
NOTARY PUBLIC
My commission expires: _____

This form shall be submitted in the Bid Envelope.

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

DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

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 that contract for applying the Wage Determination, as required by this Article, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply.

§ 5802. Benefits.

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

(3) That the offeror is in full compliance with 5 GCA § 5801 and § 5802, as may be applicable to the procurement referenced herein;

(4) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor. [*INSTRUCTIONS - Please attach!*]

_____

Signature Date

This form shall be submitted in the Bid Envelope.

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

WD 05-2147 (Rev.-13) was first posted on www.wdol.gov on 06/17/2011
****

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Diane C. Koplewski Division of Director Wage Determinations	Wage Determination No.: 2005-2147 Revision No.: 13 Date Of Revision: 06/13/2011

States: Guam, Northern Marianas, Wake Island

Area: Guam Statewide
Northern Marianas Statewide
Wake Island Statewide

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.50
01012 - Accounting Clerk II		13.53
01013 - Accounting Clerk III		15.59
01020 - Administrative Assistant		17.67
01040 - Court Reporter		15.38
01051 - Data Entry Operator I		10.48
01052 - Data Entry Operator II		11.99
01060 - Dispatcher, Motor Vehicle		13.06
01070 - Document Preparation Clerk		12.25
01090 - Duplicating Machine Operator		12.25
01111 - General Clerk I		10.29
01112 - General Clerk II		11.28
01113 - General Clerk III		12.32
01120 - Housing Referral Assistant		17.15
01141 - Messenger Courier		10.12
01191 - Order Clerk I		11.23
01192 - Order Clerk II		12.25
01261 - Personnel Assistant (Employment) I		14.33
01262 - Personnel Assistant (Employment) II		14.90
01263 - Personnel Assistant (Employment) III		16.48
01270 - Production Control Clerk		18.34
01280 - Receptionist		9.67
01290 - Rental Clerk		11.10
01300 - Scheduler, Maintenance		13.75
01311 - Secretary I		13.75
01312 - Secretary II		15.38
01313 - Secretary III		17.15
01320 - Service Order Dispatcher		11.57
01410 - Supply Technician		17.67
01420 - Survey Worker		15.26
01531 - Travel Clerk I		11.61
01532 - Travel Clerk II		12.57
01533 - Travel Clerk III		13.44
01611 - Word Processor I		12.25
01612 - Word Processor II		13.75
01613 - Word Processor III		15.38
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		13.34
05010 - Automotive Electrician		13.06
05040 - Automotive Glass Installer		12.10
05070 - Automotive Worker		12.10
05110 - Mobile Equipment Servicer		8.59
05130 - Motor Equipment Metal Mechanic		13.06
05160 - Motor Equipment Metal Worker		12.10
05190 - Motor Vehicle Mechanic		13.06
05220 - Motor Vehicle Mechanic Helper		10.12
05250 - Motor Vehicle Upholstery Worker		12.10
05280 - Motor Vehicle Wrecker		12.10
05310 - Painter, Automotive		12.37
05340 - Radiator Repair Specialist		12.10
05370 - Tire Repairer		7.81
05400 - Transmission Repair Specialist		12.10
07000 - Food Preparation And Service Occupations		
07010 - Baker		10.47
07041 - Cook I		9.54
07042 - Cook II		11.78

07070 - Dishwasher	7.25
07130 - Food Service Worker	7.78
07210 - Meat Cutter	11.86
07260 - Waiter/Waitress	7.59
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	14.38
09040 - Furniture Handler	8.85
09080 - Furniture Refinisher	14.38
09090 - Furniture Refinisher Helper	10.66
09110 - Furniture Repairer, Minor	12.51
09130 - Upholsterer	14.38
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.23
11060 - Elevator Operator	8.23
11090 - Gardener	10.99
11122 - Housekeeping Aide	8.33
11150 - Janitor	8.23
11210 - Laborer, Grounds Maintenance	9.14
11240 - Maid or Houseman	7.25
11260 - Pruner	8.23
11270 - Tractor Operator	10.33
11330 - Trail Maintenance Worker	9.14
11360 - Window Cleaner	9.14
12000 - Health Occupations	
12010 - Ambulance Driver	15.81
12011 - Breath Alcohol Technician	15.81
12012 - Certified Occupational Therapist Assistant	21.70
12015 - Certified Physical Therapist Assistant	21.70
12020 - Dental Assistant	13.20
12025 - Dental Hygienist	29.85
12030 - EKG Technician	23.96
12035 - Electroneurodiagnostic Technologist	23.96
12040 - Emergency Medical Technician	15.81
12071 - Licensed Practical Nurse I	14.14
12072 - Licensed Practical Nurse II	15.81
12073 - Licensed Practical Nurse III	17.63
12100 - Medical Assistant	11.54
12130 - Medical Laboratory Technician	14.14
12160 - Medical Record Clerk	11.82
12190 - Medical Record Technician	13.59
12195 - Medical Transcriptionist	14.14
12210 - Nuclear Medicine Technologist	34.75
12221 - Nursing Assistant I	10.03
12222 - Nursing Assistant II	11.30
12223 - Nursing Assistant III	12.31
12224 - Nursing Assistant IV	13.84
12235 - Optical Dispenser	15.81
12236 - Optical Technician	14.14
12250 - Pharmacy Technician	13.41
12280 - Phlebotomist	13.84
12305 - Radiologic Technologist	22.64
12311 - Registered Nurse I	20.70
12312 - Registered Nurse II	25.32
12313 - Registered Nurse II, Specialist	25.32
12314 - Registered Nurse III	30.64
12315 - Registered Nurse III, Anesthetist	30.64
12316 - Registered Nurse IV	36.72
12317 - Scheduler (Drug and Alcohol Testing)	19.59
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	15.06
13012 - Exhibits Specialist II	18.66
13013 - Exhibits Specialist III	22.83
13041 - Illustrator I	15.06
13042 - Illustrator II	18.66
13043 - Illustrator III	22.83
13047 - Librarian	20.66
13050 - Library Aide/Clerk	12.00
13054 - Library Information Technology Systems Administrator	18.66
13058 - Library Technician	15.06
13061 - Media Specialist I	13.46
13062 - Media Specialist II	15.06
13063 - Media Specialist III	16.80
13071 - Photographer I	12.82
13072 - Photographer II	14.32
13073 - Photographer III	17.75
13074 - Photographer IV	21.73
13075 - Photographer V	26.30
13110 - Video Teleconference Technician	12.91

14000 - Information Technology Occupations		
14041 - Computer Operator I		13.65
14042 - Computer Operator II		15.76
14043 - Computer Operator III		17.56
14044 - Computer Operator IV		19.50
14045 - Computer Operator V		21.81
14071 - Computer Programmer I	(see 1)	15.73
14072 - Computer Programmer II	(see 1)	19.50
14073 - Computer Programmer III	(see 1)	23.84
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	24.23
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		13.65
14160 - Personal Computer Support Technician		19.50
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		24.23
15020 - Aircrew Training Devices Instructor (Rated)		29.32
15030 - Air Crew Training Devices Instructor (Pilot)		33.30
15050 - Computer Based Training Specialist / Instructor		24.23
15060 - Educational Technologist		22.82
15070 - Flight Instructor (Pilot)		33.30
15080 - Graphic Artist		20.47
15090 - Technical Instructor		17.65
15095 - Technical Instructor/Course Developer		21.58
15110 - Test Proctor		13.87
15120 - Tutor		13.87
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		8.08
16030 - Counter Attendant		8.08
16040 - Dry Cleaner		9.34
16070 - Finisher, Flatwork, Machine		8.08
16090 - Presser, Hand		8.08
16110 - Presser, Machine, Drycleaning		8.08
16130 - Presser, Machine, Shirts		8.08
16160 - Presser, Machine, Wearing Apparel, Laundry		8.08
16190 - Sewing Machine Operator		9.86
16220 - Tailor		10.33
16250 - Washer, Machine		8.46
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		14.49
19040 - Tool And Die Maker		18.20
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		12.49
21030 - Material Coordinator		18.34
21040 - Material Expediter		18.34
21050 - Material Handling Laborer		10.65
21071 - Order Filler		9.66
21080 - Production Line Worker (Food Processing)		12.49
21110 - Shipping Packer		13.33
21130 - Shipping/Receiving Clerk		13.33
21140 - Store Worker I		13.23
21150 - Stock Clerk		18.58
21210 - Tools And Parts Attendant		12.49
21410 - Warehouse Specialist		12.49
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		20.69
23021 - Aircraft Mechanic I		19.70
23022 - Aircraft Mechanic II		20.69
23023 - Aircraft Mechanic III		21.74
23040 - Aircraft Mechanic Helper		13.70
23050 - Aircraft, Painter		18.50
23060 - Aircraft Servicer		16.09
23080 - Aircraft Worker		17.38
23110 - Appliance Mechanic		14.49
23120 - Bicycle Repairer		9.74
23125 - Cable Splicer		15.43
23130 - Carpenter, Maintenance		13.00
23140 - Carpet Layer		13.55
23160 - Electrician, Maintenance		14.99
23181 - Electronics Technician Maintenance I		14.72
23182 - Electronics Technician Maintenance II		15.05
23183 - Electronics Technician Maintenance III		18.31
23260 - Fabric Worker		12.60
23290 - Fire Alarm System Mechanic		15.43
23310 - Fire Extinguisher Repairer		11.67
23311 - Fuel Distribution System Mechanic		15.43
23312 - Fuel Distribution System Operator		13.01
23370 - General Maintenance Worker		11.95

23380 - Ground Support Equipment Mechanic	19.70
23381 - Ground Support Equipment Servicer	16.09
23382 - Ground Support Equipment Worker	17.38
23391 - Gunsmith I	11.67
23392 - Gunsmith II	13.55
23393 - Gunsmith III	15.43
23410 - Heating, Ventilation And Air-Conditioning Mechanic	15.76
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	16.55
23430 - Heavy Equipment Mechanic	15.15
23440 - Heavy Equipment Operator	13.73
23460 - Instrument Mechanic	15.43
23465 - Laboratory/Shelter Mechanic	14.49
23470 - Laborer	10.65
23510 - Locksmith	14.49
23530 - Machinery Maintenance Mechanic	17.38
23550 - Machinist, Maintenance	15.43
23580 - Maintenance Trades Helper	9.92
23591 - Metrology Technician I	15.43
23592 - Metrology Technician II	16.41
23593 - Metrology Technician III	17.37
23640 - Millwright	15.43
23710 - Office Appliance Repairer	14.38
23760 - Painter, Maintenance	13.55
23790 - Pipefitter, Maintenance	15.32
23810 - Plumber, Maintenance	14.38
23820 - Pneudraulic Systems Mechanic	15.43
23850 - Rigger	15.43
23870 - Scale Mechanic	13.55
23890 - Sheet-Metal Worker, Maintenance	15.21
23910 - Small Engine Mechanic	13.55
23931 - Telecommunications Mechanic I	19.01
23932 - Telecommunications Mechanic II	19.76
23950 - Telephone Lineman	18.24
23960 - Welder, Combination, Maintenance	14.66
23965 - Well Driller	15.43
23970 - Woodcraft Worker	15.43
23980 - Woodworker	11.67
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.09
24580 - Child Care Center Clerk	12.58
24610 - Chore Aide	12.43
24620 - Family Readiness And Support Services Coordinator	12.44
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	15.43
25040 - Sewage Plant Operator	14.49
25070 - Stationary Engineer	15.43
25190 - Ventilation Equipment Tender	10.73
25210 - Water Treatment Plant Operator	14.49
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.90
27007 - Baggage Inspector	7.35
27008 - Corrections Officer	12.05
27010 - Court Security Officer	12.05
27030 - Detection Dog Handler	10.90
27040 - Detention Officer	12.05
27070 - Firefighter	12.05
27101 - Guard I	7.37
27102 - Guard II	10.90
27131 - Police Officer I	12.05
27132 - Police Officer II	13.40
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	9.53
28042 - Carnival Equipment Repairer	10.08
28043 - Carnival Equpment Worker	7.78
28210 - Gate Attendant/Gate Tender	13.18
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	14.74
28510 - Recreation Aide/Health Facility Attendant	10.76
28515 - Recreation Specialist	18.26
28630 - Sports Official	11.74
28690 - Swimming Pool Operator	17.71
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	15.20
29020 - Hatch Tender	15.20
29030 - Line Handler	15.20

29041 - Stevedore I		14.22
29042 - Stevedore II		16.25
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2)	27.16
30021 - Archeological Technician I		17.49
30022 - Archeological Technician II		19.56
30023 - Archeological Technician III		24.21
30030 - Cartographic Technician		23.18
30040 - Civil Engineering Technician		21.93
30061 - Drafter/CAD Operator I		17.49
30062 - Drafter/CAD Operator II		19.56
30063 - Drafter/CAD Operator III		20.74
30064 - Drafter/CAD Operator IV		24.21
30081 - Engineering Technician I		14.62
30082 - Engineering Technician II		16.41
30083 - Engineering Technician III		18.36
30084 - Engineering Technician IV		22.34
30085 - Engineering Technician V		27.83
30086 - Engineering Technician VI		33.66
30090 - Environmental Technician		21.10
30210 - Laboratory Technician		20.74
30240 - Mathematical Technician		23.34
30361 - Paralegal/Legal Assistant I		19.06
30362 - Paralegal/Legal Assistant II		21.53
30363 - Paralegal/Legal Assistant III		26.35
30364 - Paralegal/Legal Assistant IV		30.80
30390 - Photo-Optics Technician		21.93
30461 - Technical Writer I		22.17
30462 - Technical Writer II		27.10
30463 - Technical Writer III		32.79
30491 - Unexploded Ordnance (UXO) Technician I		22.74
30492 - Unexploded Ordnance (UXO) Technician II		27.51
30493 - Unexploded Ordnance (UXO) Technician III		32.97
30494 - Unexploded (UXO) Safety Escort		22.74
30495 - Unexploded (UXO) Sweep Personnel		22.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	20.74
30621 - Weather Observer, Senior	(see 2)	23.00
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide		8.15
31030 - Bus Driver		9.69
31043 - Driver Courier		8.97
31260 - Parking and Lot Attendant		7.25
31290 - Shuttle Bus Driver		9.99
31310 - Taxi Driver		8.21
31361 - Truckdriver, Light		8.97
31362 - Truckdriver, Medium		11.61
31363 - Truckdriver, Heavy		12.48
31364 - Truckdriver, Tractor-Trailer		12.48
99000 - Miscellaneous Occupations		
99030 - Cashier		7.46
99050 - Desk Clerk		9.70
99095 - Embalmer		22.74
99251 - Laboratory Animal Caretaker I		16.24
99252 - Laboratory Animal Caretaker II		17.04
99310 - Mortician		22.74
99410 - Pest Controller		13.28
99510 - Photofinishing Worker		11.95
99710 - Recycling Laborer		10.76
99711 - Recycling Specialist		16.27
99730 - Refuse Collector		10.24
99810 - Sales Clerk		8.95
99820 - School Crossing Guard		15.03
99830 - Survey Party Chief		20.30
99831 - Surveying Aide		11.54
99832 - Surveying Technician		15.00
99840 - Vending Machine Attendant		20.19
99841 - Vending Machine Repairer		23.57
99842 - Vending Machine Repairer Helper		20.19

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $3.59 per hour or $143.60 per week or $622.27 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 4 weeks after 3 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than $27.63 (or on a salary or fee basis at a rate not less than $455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541. 400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds $27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials

are only applicable to work that has been specifically designated by the agency for ordance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at http://www.dol.gov/esa/whd/ or through the Wage Determinations On-Line (WDOL) Web site at http://wdol.gov/.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

GDOE0064

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

GDO50065

AFFIDAVIT re CONTINGENT FEES

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

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

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

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

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

_____
Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me

this _____ day of _____, 201__.

_____
NOTARY PUBLIC
My commission expires _____, _____.

This form shall be submitted in the Bid Envelope.

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