



RECEIVED
 OFFICE OF PUBLIC ACCOUNTABILITY
 PROCUREMENT APPEALS

**Appendix A: Notice of Appeal Form
 PROCUREMENT APPEAL**

DATE: 3/13/14
 TIME: 4:46 AM PM BY: AG
 FILE NO OPA-PA: 14-001

PART I- To be completed by OPA

In the Appeal of	NOTICE OF APPEAL
<u>J&B Modern Tech,</u>	
(Name of Company), APPELLANT	Docket No. OPA-PA _____

PART II- Appellant Information

Name: J&B Modern Tech
 Mailing Address: C/o Ste. 216, Terlaje Prof. Bldg.
194 Hernan Cortez Avenue
 Business Address: Hagatna, Guam 96910

Email Address: john@terlaje.net
 Daytime Contact No: 477-8894
 Fax No.: 472-8896

PART III- Appeal Information

- A) Purchasing Agency: Department of Education
- B) Identification/Number of Procurement, Solicitation, or Contract: GDOE IFB 005-2014
- C) Decision being appealed was made on 03/07/2014 (date) by: GDOE
 Chief Procurement Officer Director of Public Works Head of Purchasing Agency

Note: You must serve the Agency checked here with a copy of this Appeal within 24 hours of filing.

- D) Appeal is made from:
 (Please select one and attach a copy of the Decision to this form)
- Decision on Protest of Method, Solicitation or Award
 - Decision on Debarment or Suspension
 - Decision on Contract or Breach of Contract Controversy
 (Excluding claims of money owed to or by the government)
 - Determination on Award not Stayed Pending Protest or Appeal
 (Agency decision that award pending protest or appeal was necessary to protect the substantial interests of the government of Guam)

E) Names of Competing Bidders, Offerors, or Contractors known to Appellant:

<u>JRN Air Conditioning</u>	_____
<u>& Refrigeration, Inc.</u>	_____
_____	_____
_____	_____
_____	_____

PART IV- Form and Filing

In addition to this form, the Rules of Procedure for Procurement Appeals require the submission together with this form of additional information, including BUT NOT LIMITED TO:

1. A concise, logically arranged, and direct statement of the grounds for appeal;
2. A statement specifying the ruling requested;
3. Supporting exhibits, evidence, or documents to substantiate any claims and the grounds for appeal unless not available within the filing time in which case the expected availability date shall be indicated.

Note: Please refer to 2 GAR § 12104 for the full text of filing requirements.

PART V- Declaration Re Court Action

Pursuant to 5 GCA Chapter 5, unless the court requests, expects, or otherwise expresses interest in a decision by the Public Auditor, the Office of Public Accountability will not take action on any appeal where action concerning the protest or appeal has commenced in any court.

The undersigned party does hereby confirm that to the best of his or her knowledge, no case or action concerning the subject of this Appeal has been commenced in court. All parties are required to and the undersigned party agrees to notify the Office of Public Accountability within 24 hours if court action commences regarding this Appeal or the underlying procurement action.

Submitted this 13 day of March, 2014.

By: _____, Attorney for
APPELLANT, J&B Modern Tech
JOHN C. TERLAJE

or

By: _____
 Appellant's Duly Authorized Representative , Generoso M. Bangayan
 (Address)
 (Phone No.)

The decision being appealed is Guam Department of Education's decision not award the contract for GDOE IFB 005-2014, Air Conditioning Systems Exterior Duct Restoration due to alleged "higher bid price offer", and the intention to award the contract to JRN Air Conditioning & Refrigeration.

STATEMENT OF GROUNDS FOR APPEAL

FACTUAL CONTEXT

GDOE IFB 005-2014 was issued on December 5, 2013;

Bid Opening was set for December 6, 2013 at 1:00 p.m.

ISSUES

The issue here is that Guam Department of Education had set out specifics in the bid as follows:

Section 2.1.2 in Section 2-General Information, General Instructions & Project Scope of the Invitation for Bid states in pertinent part:

The Contractor must conduct pre site inspections to determine existing conditions and any special needs/requirements for execution of project. Site inspection and field verification of existing layout and conditions is mandatory.

That upon pre-bid conference commencing the Site inspection will kick off immediately which at that time J&B was present for the inspections for all schools mentioned in J&B's Protest letter dated February 6, 2014.

JRN did not attend the mandatory site inspection. Thus, there can be no doubt that based on the terms of the IFB, JRN's failure to complete this requirement resulted in a nonresponsive bid and disqualification from consideration for award.

CONCLUSION

J & B Modern Tech urges the Public Auditor to examine the issues complained of. J & B Modern Tech believes that its proposal was proper and legitimate and that there was no mention of a cap of monies on the request and that an inspection was mandated in the IFB. That the bid of J & B Modern Tech meets the criteria set out in the proposal; that the rationale set out by the agency is flawed; and that the proposal set out would meet the agency's needs and is in the best interest of the territory to enter into such a contract.

RELIEF REQUESTED

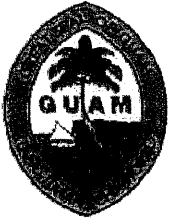
This appeal is brought in the context of a post award protest. The bids have been opened and submitted. J & B Modern Tech believes it has met all the requirements to be the only responsive and lowest bidder upon opening of the bid and as thus should be awarded the bid as per the context of the proposal.

SUPPORTING EXHIBITS, EVIDENCE OR DOCUMENTS

With reference to all the matters submitted on the original Appeal as incorporated above, and reserving the right to provide further written material as it may be considered relevant or come to hand, there are attached hereto the following supporting materials:

Copies of:

1. IFB 005-2014
2. Copy of Submitted Bid
3. Letter of Bid Status dated February 5, 2014.
4. Letter of Protest dated February 6, 2014.
5. Letter of Denial dated March 7, 2014.



**DEPARTMENT OF EDUCATION
OFFICE OF THE SUPERINTENDENT**

www.gdoe.net
P.O. Box D.E., Hagatña, Guam 96932
Telephone: (671)475-0457 or 300-1547/1536 • Fax: (671)472-5001
Email: jonfernandez@gdoe.net



JON J.P. FERNANDEZ
Superintendent of Education

March 7, 2014

Generoso M. Bangayan
Phil-Gets (Guam) International Trading
Corporation dba J&B Modern Tech
P.O. Box 9788
Tamuning, Guam 96931

Via email: genebangayan@jbmmodernotech.com

**RE: Protest of GDOE IFB 005-2014:
Air Conditioning Systems Exterior Duct Restoration Project**

Dear Mr. Bangayan:

The Guam Department of Education (“GDOE”) has had an opportunity to review your protest dated February 6, 2014 regarding GDOE Invitation for Bid 005-2014 (“IFB”), for which J&B Modern Tech (“J&B”) and JRN Air Conditioning and Refrigeration, Inc. (“JRN”) were the only bidders. GDOE finds your two grounds of protest, (a) and (b), to be without merit and therefore denies it in its entirety for the reasons discussed below:

J&B protest reason (a): “...the Guam Department of Education’s (“GDOE”) decision not to award the contract for GDOE IFB 005-2014, Air Conditioning Systems Exterior Duct Restoration Project due to alleged “higher bid price offered...” On February 5, 2014 GDOE issued a Bid Status to J&B stating J&B was Not Selected due to Higher Price Bid Offered. In the Remarks, GDOE further states “J&B Modern Tech’s Bid Exceeds Gov’t Certification.” GDOE’s certified amount for this IFB is \$300,000.00. JRN submitted a bid of \$254,501.91. J&B submitted a bid of \$350,000.00. J&B’s bid price is above the amount certified for this project, and therefore cannot be considered for award.

J&B protest reason (b): “...the intention to award the contract to JRN Air Conditioning & Refrigeration, Inc. (“JRN”).” You further state, “JRN did not attend the mandatory site inspection. Thus there can be no doubt that based on the terms of the IFB, JRN’s failure to complete this requirement resulted in a nonresponsive bid and disqualification from consideration for award.”

GDOE never explicitly stated in writing that the Site Inspection was Mandatory. In the IFB, GDOE did not originally call for a scheduled pre-bid conference/site inspection. Rather, Section 2.1.2 of the IFB required, “Site inspection and field verification of existing layout and conditions is mandatory.”

On December 5, 2013 GDOE issued Amendment No. 1 to the IFB, stating in part, "...Pre-Bid/Site Inspection: Friday, December 06, 2013, 1:00p.m., Simon Sanchez Teacher's Lounge. All Prospective Bidder's [sic] must report to the School Administrator's (Principal's Office) to sign in."

As part of Amendment No. 1, GDOE answered questions submitted in writing by prospective bidders. "Questions submitted by JRN Air Conditioning & Refrigeration: 1. Will there be a pre-bid conference?" To which GDOE responded, "Yes, Pre-Bid Conference scheduled December 6, 2013 @ 1300 hours, venue Simon Sanchez High School Teachers Lounge." "2. Who will be scheduling the mandatory site inspection?" GDOE responded, "Site Inspection will kick off immediately following pre-bid conference commencing with Simon Sanchez High School followed by Upi Elementary, CL Taitano and finally Southern High School."

Also in Amendment No. 1, "Question submitted by J & B Modern Tech: ...5. When is the Pre-Bid conference and site visit?" GDOE responded, "Pre-Bid Conference scheduled December 6, 2013 @ 1300 hours, venue Simon Sanchez High School Teachers Lounge. Site Inspection will kick off immediately following pre-bid conference commencing with Simon Sanchez High School followed by Upi Elementary, CL Taitano and finally Southern High School."

The IFB did not originally schedule a pre-bid conference/site inspection. But Section 2.1.2 required bidders to verify the existing layout and conditions. In response to bidders' requests, GDOE subsequently scheduled a pre-bid conference/site inspection, but did not positively state attendance was mandatory. As originally intended, potential bidders were welcome to inspect the layout and conditions by their own schedule.

Given the facts and reasons stated, GDOE here by denies your protest in its entirety.

Pursuant to 5 GCA 5425 you are hereby advised that you have a right to administrative and judicial review as allowed by Guam Procurement law. You may appeal this decision to the Guam Office of Public Accountability with fifteen days.

Sincerely,



MARCUS Y. PIDO
Supply Management Administrator



DEPARTMENT OF EDUCATION
OFFICE OF SUPPLY MANAGEMENT

www.gdoe.net
Manuel F.L. Guerrero Administration Building
2nd Floor, Suite B-220
Hagatna, Guam 96910
Telephone: (671) 475-0438 / Fax: (671) 472-5001



Jon J. P. Fernandez
Superintendent of Education

Marcus Y. Pido
Supply Management Administrator

March 7, 2014

NOTICE TO LIFT THE STAY OF PROCUREMENT
GDOE Invitation For Bid 005-2014

To: All Participating Bidders

Reference: Air Conditioning Systems Exterior Duct Restoration Project
GDOE IFB 005-2014


The Guam Department of Education ("GDOE") hereby lifts the Stay of Procurement that was put into place on February 7, 2014. On February 5, a bid status was issued to the two bidders of this IFB, JRN Air Conditioning & Refrigeration ("JRN") and J&B Modern Tech ("J&B"). JRN was awarded the bid and issued a purchase order the same day. J&B submitted its letter of protest on February 6, 2014.

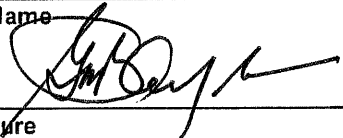
Procurement regulation 2 GAR §9101(e), Stay of Procurement During Protest, states: "When a protest has been filed within 14 days and before an award has been made, the Chief Procurement Officer, the Director of Public Works, or the head of a Purchasing Agency shall make no award of the contract prior to final resolution of such protest, and any such further action is void,..." The Protest, in this instance, came after the award and a Stay should not have been issued. Therefore, pursuant to 2 GAR §9101(e), the issued Stay is hereby lifted.

Please acknowledge receipt of this **NOTICE TO LIFT THE STAY OF PROCUREMENT** for **IFB 005-2014** by signing below and returning the signed document via fax at (671) 472-5001 or e-mail to Albert Garcia at aggarcia@gdoe.net. Should you have any questions regarding this matter, please do not hesitate to call our office at (671) 475-0438.


MARCUS Y. PIDO
Supply Management Administrator

Acknowledge Receipt:


Print Name


Signature


Business Name

3-7-14
Date
11:38 AM
Time

#	Job	Remote Station	Start Date & Time	Duration	Pages	Protocol	Contents	Status
1	9963 6714725001		3-11; 11:41 AM	59 Secs	1/1	ECM		Completed



Jon J. P. Fernandez
Superintendent of Education

DEPARTMENT OF EDUCATION
OFFICE OF SUPPLY MANAGEMENT
www.gdoe.net
Manuel F.L. Guerrero Administration Building
2nd Floor, Suite B-220
Hagatna, Guam 96910
Telephone: (671) 475-0438 / Fax: (671) 472-5001



Marcus Y. Pido
Supply Management Administrator

March 7, 2014

NOTICE TO LIFT THE STAY OF PROCUREMENT
GDOE Invitation For Bid 005-2014

To: All Participating Bidders

Reference: Air Conditioning Systems Exterior Duct Restoration Project
GDOE IFB 005-2014

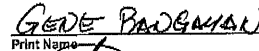
The Guam Department of Education ("GDOE") hereby lifts the Stay of Procurement that was put into place on February 7, 2014. On February 5, a bid status was issued to the two bidders of this IFB, JRN Air Conditioning & Refrigeration ("JRN") and J&B Modern Tech ("J&B"). JRN was awarded the bid and issued a purchase order the same day. J&B submitted its letter of protest on February 6, 2014.


Procurement regulation 2 GAR §9101(e), Stay of Procurement During Protest, states: "When a protest has been filed within 14 days and before an award has been made, the Chief Procurement Officer, the Director of Public Works, or the head of a Purchasing Agency shall make no award of the contract prior to final resolution of such protest, and any such further action is void,..." The Protest, in this instance, came after the award and a Stay should not have been issued. Therefore, pursuant to 2 GAR §9101(e), the issued Stay is hereby lifted.

Please acknowledge receipt of this **NOTICE TO LIFT THE STAY OF PROCUREMENT** for **IFB 005-2014** by signing below and returning the signed document via fax at (671) 472-5001 or e-mail to Albert Garcia at agarcia@gdoe.net. Should you have any questions regarding this matter, please do not hesitate to call our office at (671) 475-0438.


MARCUS Y. PIDO
Supply Management Administrator

Acknowledge Receipt:

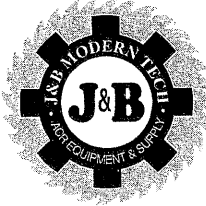

Print Name


Signature

J&B MODERN TECH
Business Name

3-11-14 11:38 AM
Date Time AM/PM

The job has been sent.
Original Size: 8.5 x 11"



J&B MODERN TECH

P.O. BOX 9788 TAMUNING, GUAM, U.S.A. 96931

TEL: (671) 646-0588 / 646-3346 / 646-4435

FAX: (671) 646-0589

February 6, 2014

PROCUREMENT SECTION
RECEIVED

FEB 06 2014

DEPARTMENT OF EDUCATION

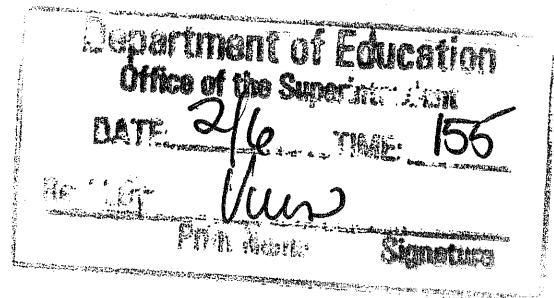
TIME: 1:58 pm INITIAL: J

VIA HAND DELIVERY

John J.P. Fernandez
Superintendent of Education
Guam Department of Education
Manuel F.L. Guerrero Administration Building
312 Aspinall Avenue
Hagåtña, Guam 96910

VIA HAND DELIVERY

Marcus Y. Pido
Supply Management Administrator
Guam Department of Education
Supply Management Office
Manuel F.L. Guerrero Administration Building
2nd Floor, Ste. B-202
312 Aspinall Avenue
Hagåtña, Guam 96910



Re: **Bid invitation GDOE IFB 005-2014
J&B Modern Tech Protest**

Dear Mr. Fernandez and Mr. Pido:

Please be advised that Phil-Gets (Guam) International Trading Corporation dba J&B Modern Tech ("J&B") protests (a) the Guam Department of Education's ("GDOE") decision not to award the contract for GDOE IFB 005-2014, Air Conditioning Systems Exterior Duct Restoration Project due to alleged "higher bid price offered", and (b) the intention to award the contract to JRN Air Conditioning & Refrigeration, Inc. ("JRN"). The decision not to award the contract to J&B and the recommendation of an award to JRN were stated in the document entitled "Bid Status" dated February 5, 2014. A copy of this Bid Status is attached hereto as "Exhibit 1".

Section 2.1.2 in Section 2-General Information, General Instructions & Project Scope of the Invitation for Bid states in pertinent part:

The Contractor must conduct pre site inspections to determine existing conditions and any special needs/requirements for execution of project.
Site inspection and field verification of existing layout and conditions is mandatory.

John J.P. Fernandez, Superintendent of Education
Marcus Y. Pido, Supply Management Administrator
Guam Department of Education
February 6, 2014
Page 2

The boldface and underlining above are all found in the original Invitation for Bid from GDOE.

In addition, in Amendment No. 1 to this IFB, issued on December 5, 2013, GDOE responded to JRN's question, "Who will be scheduling the mandatory site inspection?"

GDOE responded, "Site inspection will kick off immediately following pre-bid conference commencing with Simon Sanchez High School followed by Upi Elementary, CL Taitano and finally Southern High School.

The site inspections were not completed at all four schools on the date of the pre-bid conference. The remaining site inspection was scheduled for Southern High School on December 10, 2013. As can be seen from the sign-in sheet, a copy of which is attached as "Exhibit 2", J&B attended these later site inspections but JRN did not.

JRN did not attend the mandatory site inspection. Thus there can be no doubt that based on the terms of the IFB, JRN's failure to complete this requirement resulted in a nonresponsive bid and disqualification from consideration for award. *See* 5 GCA §5201(g) (responsive bidder is one who has submitted a bid which conforms in all material respects to the Invitation for Bids); 5 GCA §5211(g) (contract to be awarded to lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation for bid).

Since JRN has been disqualified from consideration due to a nonresponsive bid, it cannot be recommended that the contract be awarded to JRN. As J&B had a lower bid than any other responsive bidder, the decision to not select J&B due to "higher price" is erroneous.

Thank you for your attention to this matter. I look forward to receiving GDOE's response to J&B's protest in the near future.

Sincerely,



GENEROSO M. BANGAYAN
President, Phil-Gets (Guam) International Trading
Corporation dba J&B Modern Tech



**GUAM DEPARTMENT OF EDUCATION
OFFICE OF SUPPLY MANAGEMENT**

Manuel F.L. Guerrero Administration Building
2nd Floor, Suite B-202
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Fax: (671) 472-5001



JON J.P. FERNANDEZ
Superintendent of Education

MARCUS Y. PIDO
Supply Management Administrator

BID STATUS

February 5, 2014

Phil-Gets (Guam) International Trading Corporation
Dba: J & B Modern Tech.
P.O. Box 9788
Tamuning, Guam 96931
Tel: (671) 646-0588
Fax: (671) 646-0589
E-Mail: genebangayan@jbmoderntech.com

Attn: Gene Bangayan
President

Bid no.: GDOE IFB 005-2014 OPENED: Tuesday, December 17, 2013 @ 10:00 A.M.

Description: AIR CONDITIONING SYSTEMS EXTERIOR DUCT RESTORATION PROJECT
The following is the evaluation results of subject bid: Refer to items checked below.

// Cancelled (in its entirety), or partially cancelled due to:

- Insufficient funds
- Change of specifications
- Insufficient number of bidders

// Rejected due to:

- Late submission of bid
- No bid deposit submitted, as required by Section 2.17 titled Bid Bond
- Bid received after the hour established by the Invitation as the time by which all bids must be received.
- Not meeting the delivery requirement as stated in the Invitation for Bid.
- Non-conformance with Specifications
- Inability to provide future maintenance and services to the equipment
- High price
- Others:

/X/ Not Selected due to:

- Higher Price Bid Offered

// Bid is recommended for award to:

JRN Air Conditioning and Refrigeration, Inc. whose bid price was \$254,501.91

// Remarks: J&B Modern Tech's Bid Exceeds Gov't Certification. Although Section 2.1.2 states in part, "Site inspection and field verification of existing layout and conditions is mandatory," GDOE had not positively stated in the JFB or its amendments there will be a mandatory pre-bid conference/site visit. A pre-bid conference/site visit was scheduled, but attendance was not made mandatory. Bidders were required to inspect and field verify the existing conditions. They could have accomplished this during the site visit or scheduled separate visits.

Signature

MARCUS Y. PIDO
Supply Management Administrator

ACKNOWLEDGMENT RECEIPT - with Reservation to Protest.
Signature

Date: 2-5-14 Time: 4:45 PM

WorkCentre 7120 Transmission Report

The job has been sent.
 Original Size: 8.5 x 11"

Signature: *Marcus Y. Fido*
 Supply Management Administrator

ACKNOWLEDGMENT RECEIPT
 Signature: *Gene Bangayen*
 Date: 2-5-14 Time: 4:45 PM
with acknowledgment to project

IX Remarks: J&B Modern Tech's Bid Exceeds Gov't Certification. Although Section 2.1.2 states in part "Site inspection and field verification of existing layout and conditions is mandatory," GODS had not previously stated in the IFB or its amendments there will be a mandatory pre-bid conference/site visit. A pre-bid conference/site visit was scheduled, but attendance was not made mandatory. Bidders were required to inspect and field verify the existing conditions. They could have accomplished this during the site visit or scheduled separate visits.

IX Not Selected due to:
 Higher Price Bid Offered

// Bid is recommended for award to:
 IRN Air Conditioning and Refrigeration, Inc, whose bid price was \$254,501.91

// Rejected due to:
 Late submission of bid
 No bid deposit submitted, as required by Section 2.1.7 titled 'Bid Bond'
 Bid received after the hour established by the Invitation as the time by which all bids must be received.
 Not meeting the delivery requirement as stated in the Invitation for Bid.
 Non-conformance with Specifications
 Inability to provide future maintenance and services to the equipment
 High price
 Others:

// Cancelled (in its entirety), or partially cancelled due to:
 Insufficient funds
 Change of specifications
 Insufficient number of bidders

Phil-Gets (Guam) International Trading Corporation
 Dosa: J & B Modern Tech.
 P.O. Box 9768
 Tamuning, Guam 96931
 Tel: (671) 646-0588
 Fax: (671) 646-0589
 E-Mail: gbangayen@jbmoderntech.com

JON J.A. FERNANDEZ
 Superintendent of Education

MARCUS Y. FIDO
 Supply Management Administrator

GUAM DEPARTMENT OF EDUCATION
 OFFICE OF SUPPLY MANAGEMENT
 Manuel F.L. Guerrero Administration Building
 2nd Floor, Suite 2-202
 Hardsite, Guam 96910
 Telephone: (671) 475-6234 ext.10
 Fax: (671) 475-2061



BID STATUS

February 5, 2014

#	Job	Remote Station	Start Date & Time	Duration	Pages	Protocol	Contents	Status
1	5246 6714725001		2-5-14 3:54 PM	52 Secs	1/1	ECM		Completed

SOUTHERN HIGH SCHOOL
VISITOR'S SIGN-IN SHEET



NO.	DATE	TIME IN	NAME (PRINT)	NAME (SIGNATURE)	PURPOSE	TIME OUT
18	12/10/13	1:50	Bens. Dayago	ALL BUSINESS ENTERPRISES	IF-005-2014 SITE VISIT	2:25
19	12/10/13	1:57	RICHARD SISON	J&B MODERN TECH	IF-005-2014 SITE VISIT	2:25
20	12/10/13	2:20	Stephanie Snyder	[REDACTED]	F/up of son's records from off-island.	

I observed that on this day and time, only two (2) individuals showed up and signed in. These two (2) individuals were with Jay-R Estrella from CODE Maintenance.

J&B 12/10/13

J&B Sanhignel 12/16/13

Copy given to Mr. G. Baryngan, President of J & B Modern Tech @ his request.

J&B

Section 2 – General Information, General Instructions & Project Scope

2.1 – PROJECT TITLE AND OVERALL SCOPE

AIR CONDITIONING SYSTEMS EXTERIOR DUCT RESTORATION PROJECT

FORMAL BID: GDOE IFB 005-2014

2.1.1 – PROJECT/PURCHASE SCOPE

The Guam Department of Education (GDOE) is soliciting to engage Professional Contractual Services through a qualified licensed contractor to furnish and install new Air Conditioning Exterior Duct Systems at various school locations identified and described herein and to provide the following:

The Contractor is to provide professional contractual services for the removal and replacement of existing exterior duct systems which have grossly deteriorated due to continuous exposure to Guam's climatic conditions for prolonged periods. Contractor must provide new duct systems to include all accessories, mounting/support hardware and tie down systems etcetera as outlined in this scope of work.

2.1.2 – PURCHASE DESCRIPTION (ATTACHMENT A)

The Contractor must conduct pre site inspections to determine existing conditions and any special needs/requirements for execution of project. Site inspection and field verification of existing layout and conditions is mandatory. The Contractor is fully responsible to ensure that all proposed equipment meet or exceed existing quality and specifications, i.e., material specifications, dimensions, configuration, mechanical requirements, mounting and installation requirements etc.

GDOE Schools covered under this project are: Attachment VIII – Photos Simon Sanchez High School; Attachment IX – Photos Southern High School; Attachment X – Photos CL Taitano Elementary School and Attachment XI – Photos Upi Elementary School.

The Contractor must complete the scope of work within a ninety (90) calendar day period. Work must be conducted during normal working hours or 0700 hours to 1600 hours on Monday through Friday. Weekend and holiday work must be approved by the GDOE Project Manager.

The Contractor is responsible for mobilization and site preparation for works involved.

The Contractor is responsible for providing and maintaining all necessary tools and equipment and operation of these tools and equipment throughout the duration of the project to include any lifting/rigging equipment needed to safely, effectively and efficiently execute the project.

The Contractor is responsible for making any minor modifications required to allow proper fit of the new duct systems. The Contractor is further responsible for full restoration of affected areas to include roof coating systems upon completion and installation of new duct systems and miscellaneous appurtenances.

Should any damage to related or unrelated structures, utilities, equipment and components occur, all expenses related to the restoration of these systems to original state shall be borne by the Contractor.

The Contractor agrees to provide its best efforts in the performance of duties and responsibilities described by this scope of services and in accordance with the laws, rules, regulations, and policies of the GDOE and the Government of Guam.

The Contractor agrees to fully and completely perform all of the professional services as described in this scope of services, which are made a part of, and fully incorporated herein by reference as part of the Agreement, all to the satisfaction of the GDOE.



JON J. P. FERNANDEZ
Superintendent of Education

**OFFICE OF SUPPLY MANAGEMENT
GUAM DEPARTMENT OF EDUCATION**

*Manuel F.L. Guerrero Administration Building
2nd. Floor, Suite B-220
Hagåtña, Guam 96910
Telephone: (671) 300-1581
Fax: (671) 472-5001*



MARCUS Y. PIDO
Supply Management Administrator

AMENDMENT NO. 1

December 05, 2013

Gentlemen:

Please refer to our Invitation for Bid No. GDOE IFB 005-2014, AIR CONDITIONING SYSTEMS EXTERIOR DUCT RESTORATION PROJECT a copy of which was issued to your company for consideration. Please make necessary change (s) specified below:

Pre-Bid/Site Inspection:

Friday, December 06, 2013, 1:00 p.m., Simon Sanchez Teacher's Lounge. All Prospective Bidder's must report to the School Administrator's (Principal's Office) to sign in.

Deadline for Submission of Pre-Bid Written Questions:

From: Friday, November 29, 2013 at 4:00 p.m., Chamorro Standard Time (ChST)

To: Tuesday, December 10, 2013 at 4:00 p.m., Chamorro Standard Time (ChST)

Deadline for Response to Pre-Bid Written Questions:

From: Wednesday, December 04, 2013 at 5:00 p.m., Chamorro Standard Time (ChST)

To: Thursday, December 12, 2013 at 5:00 p.m., Chamorro Standard Time (ChST)

Deadline for Submission:

From: Tuesday, December 10, 2013 at 10:00 a.m., Chamorro Standard Time (ChST)

To: Tuesday, December 17, 2013 at 10:00 a.m., Chamorro Standard Time (ChST)

Question submitted by JRN Air Conditioning & Refrigeration:

1. Will there be a pre-bid conference?

GDOE Response: Yes, Pre-bid Conference scheduled December 6, 2013 @ 1300 hours, venue Simon Sanchez High School Teachers Lounge.

AMENDMENT NO. 1
GDOE IFB 005-2014
DECEMBER 05, 2013

2. Who will be scheduling the mandatory site inspection?

GDOE Response: Site Inspection will kick off immediately following pre-bid conference commencing with Simon Sanchez High School followed by Upi Elementary, CL Taitano and finally Southern High School.

Question submitted by J & B Modern Tech:

1. Is this roof top duct replacement includes the inside duct in the building?

GDOE Response: Bulk of project consists of removal and replacement of existing exterior duct systems. Through roof/wall openings require continuation of duct transitions up to point of connection at intersecting or branch lines at interior spaces. Section 01010 Summary of Work Section 1.05A refers.

2. The SHS AC-1A dimension didn't include the estimated length measurement?

GDOE Response: As mentioned under important notes under equipment schedule; Existing as-built drawings, technical specifications, and miscellaneous information are limited. Project requires mandatory field verification by prospective bidders to ensure proposed equipment are properly sized to suite GDOE needs.

3. On UPI didn't include the width and height measurement?

GDOE Response: As mentioned under important notes under equipment schedule; existing as-built drawings, technical specifications, and miscellaneous information are limited. Project requires mandatory field verification by prospective bidders to ensure proposed equipment are properly sized to suite GDOE needs.

4. On CL Taitano, no width and heights measurement?

GDOE Response: As mentioned under important notes under equipment schedule; existing as-built drawings, technical specifications, and miscellaneous information are limited. Project requires mandatory field verification by prospective bidders to ensure proposed equipment are properly sized to suite GDOE needs.

5. When is the Pre-bid conference and site visit?

GDOE Response: Pre-bid Conference scheduled December 6, 2013 @ 1300 hours, venue Simon Sanchez High School Teachers Lounge. Site Inspection will kick off immediately following pre-bid conference commencing with Simon Sanchez High School followed by Upi Elementary, CL Taitano and finally Southern High School.

All else remains same.

Sincerely,



MARCUS Y. RIDO

Supply Management Administrator



Jon J. P. Fernandez
Superintendent of Education

**OFFICE OF SUPPLY MANAGEMENT
GUAM DEPARTMENT OF EDUCATION**

*Manuel F.L. Guerrero Administration Building
2nd. Floor, Suite B-202
Hagåtña, Guam 96910
Telephone: (671) 300-1581
Fax: (671) 472-5001*



Marcus Y. Pido
Supply Management Administrator

February 7, 2014

NOTICE OF STAY OF PROCUREMENT


To: All Participating Bidders
From: GDOE Office of Supply Management
Reference: **AIR CONDITIONING SYSTEMS EXTERIOR DUCT RESTORATION PROJECT**
Formal Bid: GDOE IFB 005-2014

This notice is to advise you that the Department has received a Letter of Protest regarding the referenced Invitation for Bid (IFB). Therefore, pursuant to 5 GCA §5425(g), a "STAY OF PROCUREMENT" is hereby issued and shall remain in effect until the protest is resolved. All work associated with this IFB shall cease immediately.

Once resolution of this matter is achieved, the Department will advise all participating bidders.

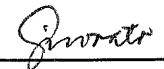
Should you have any questions regarding this matter, please do not hesitate to call our office at (671) 300-1581.

Please acknowledge receipt of this **NOTICE OF STAY OF PROCUREMENT** for **GDOE IFB 005-2014** by signing below and returning the signed document via fax at (671) 472-5001 or email to aggarcia@gdoe.net.


MARCUS Y. PIDO
Supply Management Administrator

Acknowledge Receipt:

Senny C. Nonato
Print Name


Signature

S & B Modern Tech
Company Name

2/7/13 10:26 AM AM/PM
Date Time

WorkCentre 7120

Transmission Report

G3-ID 671-646-0589
 Local Name J & B MODERN TECH
 Company Logo

Date & Time : 02/07/2014 9:22 AM
 Page : 1(Last Page)

The job has been sent.
 Original Size: 8.5 x 11"

6714725001

09:36:18 a.m. 02-07-2014 1/1



Jan J. P. Fernandez
 Superintendent of Education

OFFICE OF SUPPLY MANAGEMENT
GUAM DEPARTMENT OF EDUCATION
 Manuel F.L. Guerrero Administration Building
 2nd. Floor, Suite 8-202
 Hagåtña, Guam 96910
 Telephone: (671) 300-1581
 Fax: (671) 472-5001



Marcus Y. Pido
 Supply Management Administrator

February 7, 2014

NOTICE OF STAY OF PROCUREMENT

To: All Participating Bidders
 From: GDOE Office of Supply Management
 Reference: **AIR CONDITIONING SYSTEMS EXTERIOR DUCT RESTORATION PROJECT**
 Formal Bid: GDOE IFB 005-2014

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Please acknowledge receipt of this **NOTICE OF STAY OF PROCUREMENT** for **GDOE IFB 005-2014** by signing below and returning the signed document via fax at (671) 472-5001 or email to aggarcia@gdoe.net.


 MARCUS Y. PIDO
 Supply Management Administrator

Acknowledge Receipt:

Henry C. Naranjo
 Print Name

[Signature]
 Signature

J & B Modern Tech
 Company Name

2/7/14 10:26 AM AM/PM
 Date Time

#	Job	Remote Station	Start Date & Time	Duration	Pages	Protocol	Contents	Status
1	5514	6714725001	2- 7; 9:21 AM	51 Secs	1/1	ECM	Completed	-

2014

CONTRACTORS LICENSE

EDDIE BAZA CALVO
Governor of Guam

RAY TENORIO
Lt. Governor of Guam

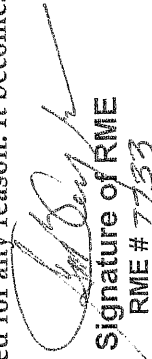
Pursuant to the provisions of 21 GCA Real Property Ch. 70 Contractors and the Rules and Regulations of the Contractors License Board, the Executive Director of Contractors hereby issues this license to:

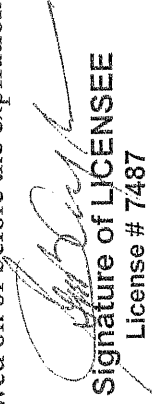
Phil-Gets (Guam) International Trading Corporation
dba: J&B Modern Tech

To engage in the business or act in the capacity of a contractor in the following classifications

A, B, C3,C4, C13,C13A,C16,C17,C18,C20,C33,C37,C40,C42,C44,C51, C55, C56 & C68 (Epoxy, Generator Maintenance)

This license is the property of the Executive Director of Contractors, not transferable, and shall be returned to the Executive Director upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed on or before the expiration date.


Signature of RME
RME # 7733


Signature of LICENSEE
License # 7487

GRT # 94151

Certificate # C-0613-0583

Issued: June 25, 2013

Expires: June 30, 2014


EDUARDO R. ORDONEZ
EXECUTIVE DIRECTOR


RICHARD QUIAMBAO
BOARD CHAIRMAN

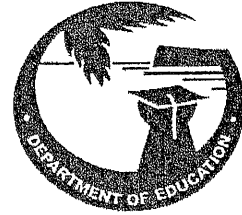




Jon J. P. Fernandez
Superintendent of Education

**DEPARTMENT OF EDUCATION
OFFICE OF SUPPLY MANAGEMENT**

www.gdoe.net
Manuel F.L. Guerrero Administration Building
2nd Floor, Suite B-220
Hagatna, Guam 96910
Telephone: (671) 475-0438/Fax: (671) 472-5001



Marcus Y. Pido
Supply Management Administrator

Date: December 05, 2013

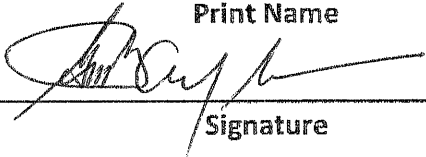
Please review the attached documents. (All amendments can be reviewed on our website) Please sign this acknowledgement page and return only this signed page via fax (671) 472-5001 or e-mail to: aggarcia@gdoe.net.

I, GENE M. BANGAYAN, an authorized representative of the company named below, acknowledge receipt of **AMENDMENT #1**. Number of pages received (including this coversheet) 3 for IFB/RFP: GDOE IFB 005-2014, Title: **AIR CONDITIONING SYSTEMS EXTERIOR DUCT RESTORATION PROJECT**.

AMENDMENT ACKNOWLEDGEMENT FORM

J & B MODERN TECH
Company Name (Print)

GENE M. BANGAYAN
Print Name


Signature

9:30 PM 12-5-13
Time and Date

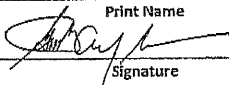
IFB/RFP 005-2014

Title: AIR CONDITIONING SYSTEMS EXTERIOR DUCT RESTORATION PROJECT.

The job has been sent.
Original Size: 8.5 x 11"

IFB/RFP 005-2014
Title: AIR CONDITIONING SYSTEMS EXTERIOR DUCT RESTORATION PROJECT.

AMENDMENT ACKNOWLEDGEMENT FORM

J & B MODERN TECH
Company Name (Print)
GENE M. BANGAYAN
Print Name

Signature
9:30 PM 12-5-13
Time and Date

I, GENE M. BANGAYAN, an authorized representative of the company named below, acknowledge receipt of AMENDMENT #1. Number of pages received (including this coversheet) 3 for IFB/RFP: GDOE IFB 005-2014, Title: AIR CONDITIONING SYSTEMS EXTERIOR DUCT RESTORATION PROJECT.

Please review the attached documents. (All amendments can be reviewed on our website) Please sign this acknowledgement page and return only this signed page via fax (671) 472-5001 or e-mail to: aggarcia@gdoe.net.

Date: December 05, 2013



Joni J. P. Fernandez
Superintendent of Education

DEPARTMENT OF EDUCATION
OFFICE OF SUPPLY MANAGEMENT

www.edoe.net
Manuel F.L. Guerrero Administration Building
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Hagåtña, Guam 96910
Telephone: (671) 475-0438/Fax: (671) 472-5001



Marcus Y. Pido
Supply Management Administrator

#	Job	Remote Station	Start Date & Time	Duration	Pages	Protocol	Contents	Status
1	9219 6714725001		12-5: 8:38 PM	48 Secs	1/1	ECM	Completed	6714725001

AMENDMENT NO. 1
GDOE IFB 005-2014
DECEMBER 05, 2013

2. Who will be scheduling the mandatory site inspection?

GDOE Response: Site Inspection will kick off immediately following pre-bid conference commencing with Simon Sanchez High School followed by Upi Elementary, CL Taitano and finally Southern High School.

Question submitted by J & B Modern Tech:

1. Is this roof top duct replacement includes the inside duct in the building?

GDOE Response: Bulk of project consists of removal and replacement of existing exterior duct systems. Through roof/wall openings require continuation of duct transitions up to point of connection at intersecting or branch lines at interior spaces. Section 01010 Summary of Work Section 1.05A refers.

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GDOE Response: As mentioned under important notes under equipment schedule; Existing as-built drawings, technical specifications, and miscellaneous information are limited. Project requires mandatory field verification by prospective bidders to ensure proposed equipment are properly sized to suite GDOE needs.

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GDOE Response: Pre-bid Conference scheduled December 6, 2013 @ 1300 hours, venue Simon Sanchez High School Teachers Lounge. Site Inspection will kick off immediately following pre-bid conference commencing with Simon Sanchez High School followed by Upi Elementary, CL Taitano and finally Southern High School.

All else remains same.

Sincerely,



MARCUS Y. FIDO

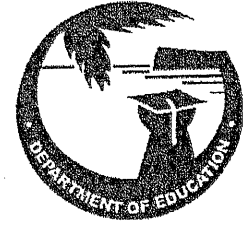
Supply Management Administrator



JON J. P. FERNANDEZ
Superintendent of Education

**OFFICE OF SUPPLY MANAGEMENT
GUAM DEPARTMENT OF EDUCATION**

*Manuel F.L. Guerrero Administration Building
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Hagåtña, Guam 96910
Telephone: (671) 300-1581
Fax: (671) 472-5001*



MARCUS Y. PIDO
Supply Management Administrator

AMENDMENT NO. 1

December 05, 2013

Gentlemen:

Please refer to our Invitation for Bid No. **GDOE IFB 005-2014, AIR CONDITIONING SYSTEMS EXTERIOR DUCT RESTORATION PROJECT** a copy of which was issued to your company for consideration. Please make necessary change (s) specified below:

Pre-Bid/Site Inspection:

Friday, December 06, 2013, 1:00 p.m., Simon Sanchez Teacher's Lounge. All Prospective Bidder's must report to the School Administrator's (Principal's Office) to sign in.

Deadline for Submission of Pre-Bid Written Questions:

From: Friday, November 29, 2013 at 4:00 p.m., Chamorro Standard Time (ChST)

To: Tuesday, December 10, 2013 at 4:00 p.m., Chamorro Standard Time (ChST)

Deadline for Response to Pre-Bid Written Questions:

From: Wednesday, December 04, 2013 at 5:00 p.m., Chamorro Standard Time (ChST)

To: Thursday, December 12, 2013 at 5:00 p.m., Chamorro Standard Time (ChST)

Deadline for Submission:

From: Tuesday, December 10, 2013 at 10:00 a.m., Chamorro Standard Time (ChST)

To: Tuesday, December 17, 2013 at 10:00 a.m., Chamorro Standard Time (ChST)

Question submitted by JRN Air Conditioning & Refrigeration:

1. Will there be a pre-bid conference?

GDOE Response: Yes, Pre-bid Conference scheduled December 6, 2013 @ 1300 hours, venue Simon Sanchez High School Teachers Lounge.



PRE-BID CONFERENCE AGENDA

BID PROJECT NUMBER: **IFB 005-2014**

PROJECT NAME: **AIR CONDITIONING SYSTEMS EXTERIOR DUCT RESTORATION PROJECT**

MEETING LOCATION: **Simon Sanchez High School-Teacher's Lounge**

MEETING DATE: **December 06, 2013**

MEETING TIME: **1:00 PM**

I. Introduction and Roster

II. Purpose of Conference

A. Mutual Benefit

1. Roles & Responsibilities
2. Required Documents
3. General Project Overview

B. Conference does not alter contract documents

III. Roles & Responsibilities

A. GDOE, Owner

1. All questions directed to Procurement, in writing, per IFB.
2. Any changes, design issues, procedures that vary from bid/contract documents, or other modifications discussed prior to bid opening must be documented by GDOE, in writing (by amendment/clarification), prior to bid opening, or will be considered invalid.
3. Assume most stringent or costly; seek clarification.

B. Manager, Facilities and Maintenance Division

IV. Required Documents

A. IFB Submission including Bid and required Technical documents

B. With Bid Submission (refer to IFB for complete list of documents)

1. Bid Form
2. Bid Security
3. Amendment Acknowledgement
4. All forms identified in Section 5 of the IFB

C. For Awarded Contractor (refer to contract and specifications for complete list of documents)

1. Performance & Payment Bonds
2. Insurance Certificates
3. Prevailing Wage/Certified Payrolls

*

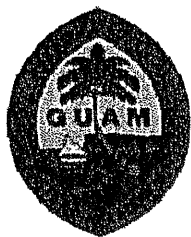
V. General Project Overview

A. General Scope

AIR CONDITIONING SYSTEMS EXTERIOR DUCT RESTORATION PROJECT

B. Schedule

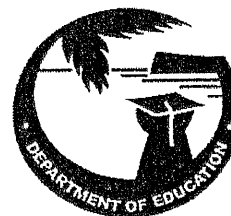
1. Completion Time *no*
2. Liquidated Damages



Jon J. P. Fernandez
Superintendent of Education

**DEPARTMENT OF EDUCATION
OFFICE OF SUPPLY MANAGEMENT**

www.gdoe.net
Manuel F.L. Guerrero Administration Building
2nd Floor, Suite B-220
Hagatna, Guam 96910
Telephone: (671) 475-0438/Fax: (671) 472-5001



Marcus Y. Pido
Supply Management Administrator

Date: December 12, 2013

Please review the attached documents. (All amendments can be reviewed on our website) Please sign this acknowledgement page and return only this signed page via fax (671) 472-5001 or e-mail to: aggarcia@gdoe.net.

I, RICHMOND SISON, an authorized representative of the company named below, acknowledge receipt of **CLARIFICATION #1**. Number of pages received (including this coversheet) 2 for IFB/RFP: GDOE IFB 005-2014, Title: AIR CONDITIONING SYSTEMS EXTERIOR DUCT RESTORATION PROJECT.

Note: Downloads may be viewed from the following website: <https://www.gdoe.net/procurement>.

AMENDMENT ACKNOWLEDGEMENT FORM

J & B Modern Tech
Company Name (Print)

RICHMOND SISON
Print Name

[Signature]
Signature

4:28 pm / 12/12/13
Time and Date

IFB/RFP 005-2014

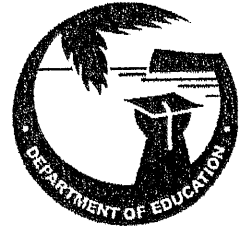
Title: AIR CONDITIONING SYSTEMS EXTERIOR DUCT RESTORATION PROJECT.



JON J. P. FERNANDEZ
Superintendent of Education

**OFFICE OF SUPPLY MANAGEMENT
GUAM DEPARTMENT OF EDUCATION**

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Hagåtña, Guam 96910
Telephone: (671) 300-1581
Fax: (671) 472-5001*



MARCUS Y. PIDO
Supply Management Administrator

CLARIFICATION NO. 1

December 12, 2013

Gentlemen:

Please refer to our Invitation for Bid No. **GDOE IFB 005-2014, AIR CONDITIONING SYSTEMS EXTERIOR DUCT RESTORATION PROJECT** a copy of which was issued to your company for consideration. Please make necessary change (s) specified below:

Question submitted by J & B Modern Tech:

1. How can you pay the contractor on this project, have certified approved budget on this Restoration Duct Project?

GDOE Response: Certification for this project has been identified. This project is one hundred percent (100%) Locally Funded.

2. 90 calendar day completion of work is not enough on this project? Due to off island materials that we use on this project can you extend the completion day for 150 calendar days.

GDOE Response: Due to the urgent need to address all concerns and in consideration for lead time of materials, GDOE will grant 120 calendar days to complete the project following issuance of Notice to Proceed.

3. On AC-19 (100 Tons) Simon Sanchez High School.is all Interior duct replacement included?

GDOE Response: Bulk of project consists of removal and replacement of existing exterior duct systems. Through roof/wall openings require continuation of duct transitions up to point of connection at intersecting or branch lines at interior spaces. Section 01010 Summary of Work Section 1.05A refers.

All else remains same.

Sincerely,

MARCUS Y. PIDO

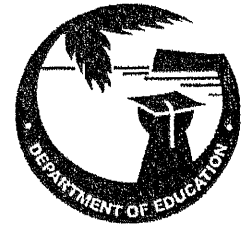
Supply Management Administrator



JON J. P. FERNANDEZ
Superintendent of Education

**OFFICE OF SUPPLY MANAGEMENT
GUAM DEPARTMENT OF EDUCATION**

*Manuel F.L. Guerrero Administration Building
2nd. Floor, Suite B-220
Hagåtña, Guam 96910
Telephone: (671) 300-1581
Fax: (671) 472-5001*



MARCUS Y. PIDO
Supply Management Administrator

AMENDMENT NO. 2

December 13, 2013

Gentlemen:

Please refer to our Invitation for Bid No. **GDOE IFB 005-2014, AIR CONDITIONING SYSTEMS EXTERIOR DUCT RESTORATION PROJECT** a copy of which was issued to your company for consideration. Please make necessary change (s) specified below:

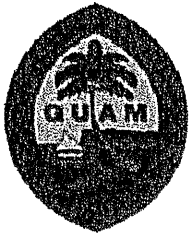
Pursuant to the requirements of the Attorney General's Office, the following documents must be included within Potential Bidders Bid Packet and cannot be waived.

- | | |
|-----------------------------------------------------------------------------|-------------------------------|
| 1. AFFIDAVIT DISCLOSING OWNERSHIP AND COMMISSIONS:
Nov. 17, 2005) | AG Procurement Form 002 (Rev. |
| 2. AFFIDAVIT re NON-COLLUSION:
12, 2010) | AG Procurement Form 003 (Jul. |
| 3. AFFIDAVIT re NO GRATUITIES or KICKBACKS:
12, 2010) | AG Procurement Form 004 (Jul. |
| 4. AFFIDAVIT RE ETHICAL STANDARDS:
12, 2010) | AG Procurement Form 005 (Jul. |
| 5. DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION:
16, 2010) | AG Procurement Form 006 (Feb. |
| 5a.WD 05-2147 (Rev.-15) (06/25/2013) | |
| 6. AFFIDAVIT re CONTINGENT FEES:
15, 2010) | AG Procurement Form 007 (Jul. |

All else remains same.

Sincerely,

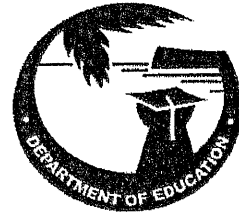
MARCUS Y. PIDO
Supply Management Administrator



Jon J. P. Fernandez
Superintendent of Education

**DEPARTMENT OF EDUCATION
OFFICE OF SUPPLY MANAGEMENT**

www.gdoe.net
Manuel F.L. Guerrero Administration Building
2nd Floor, Suite B-220
Hagatna, Guam 96910
Telephone: (671) 475-0438/Fax: (671) 472-5001



Marcus Y. Pido
Supply Management Administrator

Date: December 13, 2013

Please review the attached documents. (All amendments can be reviewed on our website) Please sign this acknowledgement page and return only this signed page via fax (671) 472-5001 or e-mail to: aggarcia@gdoe.net.

I, Ricardo Sison, an authorized representative of the company named below, acknowledge receipt of **AMENDMENT #2**. Number of pages received (including this coversheet) **18** for IFB/RFP: GDOE IFB 005-2014, Title: AIR CONDITIONING SYSTEMS EXTERIOR DUCT RESTORATION PROJECT.

Note: Downloads may be viewed from the following website: <https://www.gdoe.net/procurement>.

AMENDMENT ACKNOWLEDGEMENT FORM

J&B Modern Tech
Company Name (Print)

RICARDO SISON
Print Name

[Signature]
Signature

1:57pm / 12-13-13
Time and Date

IFB/RFP 005-2014

Title: AIR CONDITIONING SYSTEMS EXTERIOR DUCT RESTORATION PROJECT.

WorkCentre 7120

Transmission Report

G3-ID
Local Name
Company Logo

671-646-0589
J & B MODERN TECH

Date & Time : 12/13/2013 12:56 PM
Page : 1 (Last Page)

The job has been sent.
Original Size: 8.5 x 11"

6714725001

01:32:19 p.m. 12-13-2013 2/18



Jon J. P. Fernandez
Superintendent of Education

**DEPARTMENT OF EDUCATION
OFFICE OF SUPPLY MANAGEMENT**

www.gdoe.net
Manuel F.L. Guerrero Administration Building
2nd Floor, Suite B-220
Hagatán, Guam 96910
Telephone: (671) 475-0438/Fax: (671) 472-5001



Marcus Y. Pido
Supply Management Administrator

Date: December 13, 2013

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I, Ricardo Sison, an authorized representative of the company named below, acknowledge receipt of AMENDMENT #2. Number of pages received (including this coversheet) 18 for IFB/RFP: GDOE IFB 005-2014, Title: AIR CONDITIONING SYSTEMS EXTERIOR DUCT RESTORATION PROJECT.

Note: Downloads may be viewed from the following website: <https://www.gdoe.net/procurement>.

AMENDMENT ACKNOWLEDGEMENT FORM

J & B Modern Tech
Company Name (Print)
RICARDO SISON
Print Name
[Signature]
Signature
1:57pm / 12-13-13
Time and Date

IFB/RFP_005-2014

Title: AIR CONDITIONING SYSTEMS EXTERIOR DUCT RESTORATION PROJECT.

#	Job	Remote Station	Start Date & Time	Duration	Pages	Protocol	Contents	Status
1	9789	6714725001	12-13; 12:54 PM	49 Secs	1/1	ECM		Completed

GUAM DEPARTMENT OF EDUCATION
 MANUEL F.L. GUERRERO ADMINISTRATION BUILDING
 GOVERNMENT OF GUAM
 P.O. BOX DE
 HAGÁTÑA, GUAM 96910
 TEL: 671-300-1581/FAX: 671-475-5001



BID BOND

No. BND201289-A-01

KNOW ALL MEN BY THESE PRESENTS that we PHIL-GETS (GUAM) INTERNATIONAL TRADING CORPORATION
DBA: J & B MODERN TECH, as Principal hereinafter
 called the Principal, and Bonding Company, PACIFIC INDEMNITY INSURANCE COMPANY

_____ a corporation duly organized 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 _____
FIFTEEN PERCENT OF ACCOMPANYING BID Dollars (\$ 15% OF BID
 _____), for Payment of which sum well 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: **IFB NO. 005-2014: AIR CONDITIONING SYSTEMS EXTERIOR
 DUCT RESTORATION PROJECT**

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

Signed and sealed this 11TH day of DECEMBER 2013.

PHIL-GETS (GUAM) INTERNATIONAL TRADING CORPORATION
DBA: J & B MODERN TECH

 (PRINCIPAL)

 (SEAL)

 (WITNESS)

 (WITNESS)

 (TITLE)

PACIFIC INDEMNITY INSURANCE COMPANY

 (SURETY)

 (SEAL)

 (TITLE)

 (ATTORNEY-IN-FACT) ADAM T. BARON

THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH THE FORMAL BID DOCUMENTS IF THE BIDDER IS PROVIDING S SURETY BOND
 FOR SECURITY.

GDOE Procurement Form 001: Government Standard Form BB-1

Guam Department of Education Funded Procurement
 AIR CONDITIONING SYSTEMS EXTERIOR DUCT RESTORATION PROJECT

IFB No. 005-2014

Page 17

Countersigned: ADAM T. BARON
**CASSIDY'S ASSOCIATED INSURERS,
 INC. RESIDENT GENERAL AGENT**

CERTIFIED TRUE COPY
 By: K. B. [Signature]

Pacific Indemnity Insurance Company
GENERAL POWER OF ATTORNEY

FOR BID BOND NO. BND201289-A-01 ISSUED ON BEHALF OF PHIL-GETS (GUAM) INTERNATIONAL TRADING CORPORATION DBA: J & B MODERN TECH

Know all men by these Presents, that *PACIFIC INDEMNITY INSURANCE COMPANY* has made, constituted and appointed, and by these presents does make, constitute and appoint:

David W. Cassidy, Adam T. Baron, and Michael C. Cassidy of Hagåtña, Guam

its true and lawful attorneys, for it and in its name, place, and stead to execute on behalf of said Company, as surety, bonds, undertakings and contracts of suretyship to be given to:

All Obligees

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of:

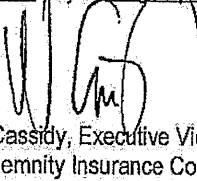
Two Million Dollars (\$2,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company on the 19th day of November 2009.

RESOLVED, that The President and Chairman of the Company presented to the Board of Directors a motion to authorize an Executive Vice President of the Company and any one of the following: the Chairman of the Board, Vice Chairman of the Board, the President, the Secretary, the Treasurer or a Senior Vice President of the Company, to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute, on behalf of the Company, bonds, undertakings and all contracts of suretyship; and that a minimum of two Officers of the Company are required to execute such Powers of Attorney; and that a Vice President, a Secretary or an Assistant Secretary be, and that each or any of them hereby is, authorized to attest to the execution of any such Power of Attorney, and to attach thereto the seal of the Company

FURTHER RESOLVED, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed.

In Witness Whereof, *PACIFIC INDEMNITY INSURANCE COMPANY* has caused its official seal to be hereunto affixed, and these presents to be signed by its Executive Vice President and one of its Senior Vice Presidents and attested by one of its Vice Presidents the 9th day of October, 2012.

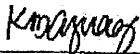
Executed: 
W. West Cassidy, Executive Vice President
Pacific Indemnity Insurance Company

Executed: 
Monique R. Baysingar, Vice President Underwriting
Pacific Indemnity Insurance Company

Attested: 
Stephanie SN Finona, Vice President Claims
Pacific Indemnity Insurance Company

IN AND FOR GUAM, U.S.A.)
CITY OF HAGÁTÑA)

On this 12th day of October, 2012, before me a Notary Public *IN AND FOR GUAM, U.S.A.*, personally appeared W. West Cassidy and Monique R. Baysingar, known to me to and who being duly sworn by me did depose and say that he/she is Executive Vice President and Senior Vice President, respectively, of *PACIFIC INDEMNITY INSURANCE COMPANY*, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; the seal affixed by order of the Board of Directors of said Corporation and that he signed his/her name thereto by like order.



Notary Public

KUIPO DOLORES C. APIAG
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: April 15, 2016
P.O. Box 2765 Hagatna, Guam 96932

I, the undersigned, duly appointed officer of *PACIFIC INDEMNITY INSURANCE COMPANY*, a Territory of Guam corporation, **DO HEREBY CERTIFY** that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force. Signed and sealed at the city of Hagåtña, in the Territory of Guam. Dated the 11TH day of DECEMBER, 2013.



Michael C. Sablan, Vice President Finance / Chief Financial Officer
Pacific Indemnity Insurance Company

GOVERNMENT OF GUAM
DEPARTMENT OF REVENUE AND TAXATION
OFFICE OF THE INSURANCE COMMISSIONER
CERTIFICATE OF AUTHORITY

RENEWAL
COA289

Know All Men By These Presents That:

Name PACIFIC INDEMNITY INSURANCE COMPANY

Address 348 W O'BRIEN DRIVE
HAGATNA

GU 96910

Classes of Insurance Authorized

} ACCIDENT & HEALTH
FIDELITY & SURETY
FIRE
MARINE

MISCELLANEOUS
MOTOR VEHICLE
PROP. DAMAGE & LIABILITY
WORKMENS COMP

Having complied with the Insurance Law of Guam, is hereby authorized to transact as an insurer, the above named Classes of Insurance in Guam from the 01 day of July, 20 13, to the 01 day of July, 20 14, unless authority is revoked for failure to comply with the law.

General Agent(s):

CALVO'S INSURANCE UNDERWRITERS INC
CASSIDY'S ASSOCIATED INSURERS INC
STAYWELL GUAM INC
C.A. PAULINO & ASSOCIATES INSURANCE INC
AMERICAN STANDARD INSURANCE UNDERWRITERS, INC.
MARRIESSA LG AGUON

In Witness Whereof, I have hereunto subscribed my name officially and have hereon impressed my Seal of Office at the City of Hagatna, Guam on this 17 day of June A.D. 20 13.

Artemio B. Ilagan
ARTEMIO B. ILAGAN

Insurance Commissioner



DEPARTMENT OF EDUCATION
OFFICE OF SUPPLY MANAGEMENT

www.gdoe.net
Manuel F.L. Guerrero/Administration Building
2nd Floor, Suite B-220
Hagatna, Guam 96932
Telephone: (671) 475-0438/Fax: (671) 472-5001



Jon J. P. Fernandez
Superintendent of Education

Marcus Y. Pido
Supply Management Administrator

INVITATION FOR BID - PROPRIETARY DATA DESIGNATION FORM

AIR CONDITIONING SYSTEMS EXTERIOR DUCT RESTORATION PROJECT

INVITATION FOR BID (IFB): 005-2014

Pursuant to 2 GAR §3109(l)(2),

Bids and modifications shall be opened publicly in the presence of one or more witnesses, at the time, date, and place designated in the Invitation for Bids.

The opened bids shall be available for public inspection *except to the extent the bidder designates trade secrets or other proprietary data to be confidential* as set forth in 2 GAR §3109(l)(3).

Material so designated shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid.

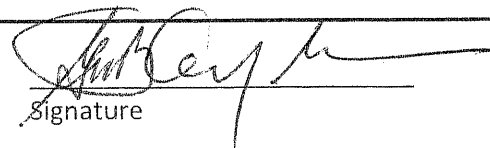
Prices and makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary.

Disagreements as to whether information will be considered proprietary will be resolved pursuant to 2 GAR §3109(l)(3).

Bidders wishing to designate information as proprietary must clearly mark such sections within the bid and identify the corresponding sections and page numbers below and return this form with the bid.

I, GENE M. BANGAYAN, an authorized representative of J & B MODERN TECH, hereby request that the sections and page numbers listed below of the bid submitted in response to **GDOE IFB No.005-2014** be considered a trade secret or proprietary data and therefore exempt from public disclosure:

Name: GENE M. BANGAYAN


Signature

Title: PRESIDENT

Company: J & B MODERN TECH



Special Provisions

AIR CONDITIONING SYSTEMS EXTERIOR DUCT RESTORATION PROJECT

RE: GDOE IFB 005-2014

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

J & B MODERN TECH (COMPANY NAME, hereafter the "Bidder") hereby warrants that if awarded a contract or purchase order pursuant to the IFB referenced above, it shall comply with the provisions of 5 GCA §5253, specifically 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 pursuant to the IFB while on government of Guam property, with the exception of public highways. If any employee is providing services on government property and is convicted subsequent to an award of a contract, then the bidder warrants that it will notify the Guam Department of Education ("GDOE") 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 bidder is found to be in violation of any of the provisions of this paragraph, then GDOE will give notice to the bidder to take corrective action. The bidder shall take corrective action within twenty-four (24) hours of notice from the Government, and shall notify the Government when action has been taken. If the bidder fails to take corrective steps within twenty-four (24) hours of notice from GDOE, then GDOE in its sole discretion may temporarily suspend the contract or purchase order.

J & B MODERN TECH

COMPANY NAME

GENE M. BANGAYAN

NAME OF AUTHORIZED REPRESENTATIVE

12-17-13

SIGNATURE/DATE

AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSIONS

CITY OF DEDEDO)
) 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.

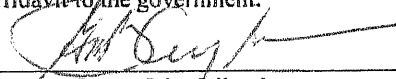
[X] The offeror is a corporation, partnership, joint venture, or association known as PHIL-GBTS (GUAM) INTERNATIONAL TRADING CORPORATION [please state name of offeror company], and the persons, companies, partners, or joint venturers who have held more than 10% of the shares or interest in the offering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

<u>Name</u>	<u>Address</u>	<u>% of Interest</u>
<u>GENEROSO M. BANGAYAN</u>	<u>P.O. BOX 9788, TAMUNING, GUAM 96931</u>	<u>55%</u>
<u>NELIA F. BANGAYAN</u>	<u>P.O. BOX 9788, TAMUNING, GUAM 96931</u>	<u>45%</u>

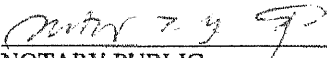
B. Further, I say that the persons who have received or are entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid or proposal for which this affidavit is submitted are as follows [if none, please so state]:

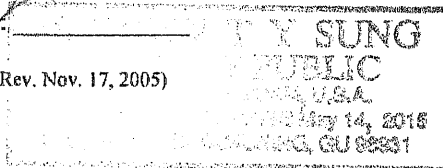
<u>Name</u>	<u>Address</u>	<u>Compensation</u>
<u>NONE</u>	<u>N/A</u>	<u>N/A</u>

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;
X Officer, if the offeror is a corporation.

Subscribed and sworn to before me this 14th day of December, 2013.


NOTARY PUBLIC
My commission expires: _____



AFFIDAVIT re NON-COLLUSION

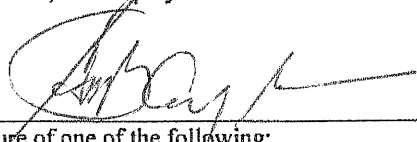
CITY OF DEDEDO)
) ss.
ISLAND OF GUAM)

GENEROSO M. BANGAYAN [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] PHIL-GETS (GUAM) INTERNATIONAL TRADING CORPORATION; DBA: J & B MODERN TECH

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.

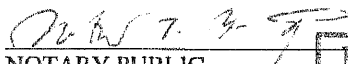


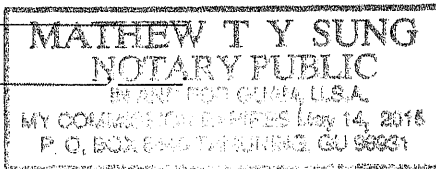
Signature of one of the following:

- 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 14th day of December, 2013.


NOTARY PUBLIC
My commission expires _____



AFFIDAVIT re NO GRATUITIES or KICKBACKS

CITY OF DEDEDO)
) ss.
ISLAND OF GUAM)

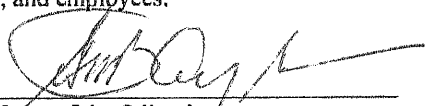
GENEROSO M. BANGAYAN [state name of affiant signing below], being first duly sworn, deposes and says that:

1. The name of the offering firm or individual is [state name of offeror company] PHIL-GETS (GUAM) INTERNATIONAL TRADING CORPORATION Affiant is PRESIDENT [state one of the following: the offeror, a partner of the offeror, an officer of the offeror] making the foregoing identified bid or proposal.
DBA: J & B MODERN TECH

2. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers, representatives, agents, subcontractors, or employees have violated, are violating the prohibition against gratuities 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.



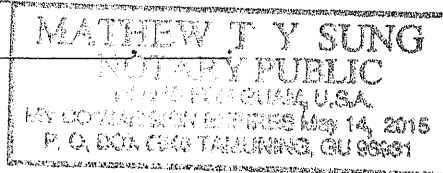
Signature of one of the following:

- 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 14th day of December, 2013.

Matthew F. Y. Sung
NOTARY PUBLIC
My commission expires

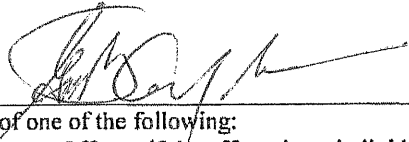


AFFIDAVIT RE ETHICAL STANDARDS

CITY OF DEDEDO)
) ss.
ISLAND OF GUAM)

GENEROSO M. BANGAYAN [state name of affiant signing below], being first
duly sworn, deposes and says that:

The affiant is OFFICER ; PRESIDENT [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).

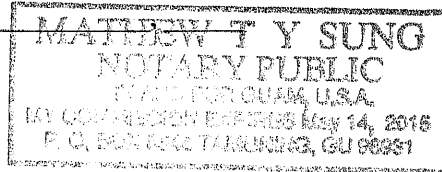


Signature of one of the following:

- 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 14th day of December, 2013.


NOTARY PUBLIC
My commission expires _____



DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

Procurement No.: IFB-005-2014

Name of Offeror Company: PHIL-GETS (GUAM) INTERNATIONAL TRADING CORPORATION; DBA: J & B MODERN TECH

I, GENEROSO M. BANGAYAN hereby certify under penalty of perjury:

(1) That I am PRESIDENT [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.

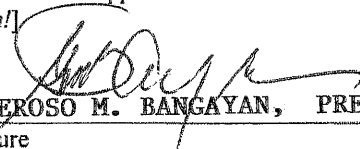
The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by the government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any contract contain a renewal clause, then at the 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!]


GENEROSO M. BANGAYAN, PRESIDENT
Signature

WD 05-2147 (Rev.-15) was first posted on www.wdol.gov on 06/25/2013

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.: 15
Date Of Revision: 06/19/2013

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 Equipment 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 (see 2)	20.74
Surface Programs	
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: \$3.81 per hour or \$152.40 per week or \$660.40 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. Conformance 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 employee (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 ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, 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 ordnance, (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 ordnance, 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 ordnance, 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 link 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.
- 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.

AFFIDAVIT re CONTINGENT FEES

CITY OF DEDEDO)
) ss.
ISLAND OF GUAM)

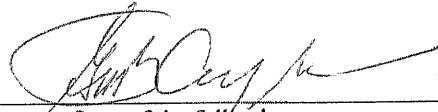
GENEROSO M. BANGAYAN [state name of affiant signing below], being first duly sworn, deposes and says that:

1. The name of the offering company or individual is [state name of company] **PHIL-GETS (GUAM) INTERNATIONAL TRADING CORPORATION: DBA: J & B MODERN TECH**

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.



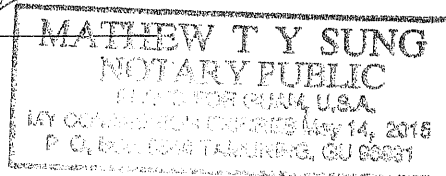
Signature of one of the following:

- 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 14th day of December, 2013.

Matthew T. Y. Sung
NOTARY PUBLIC
My commission expires _____



DEPARTMENT OF EDUCATION
ATTACHMENT A
BID SPECIFICATIONS FOR
IFB 005-2014

AIR CONDITIONING SYSTEMS EXTERIOR DUCT RESTORATION PROJECT

GUAM DEPARTMENT OF EDUCATION
AIR CONDITIONING SYSTEMS EXTERIOR DUCT RESTORATION PROJECT
EQUIPMENT SCHEDULE

IMPORTANT NOTES:

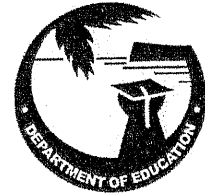
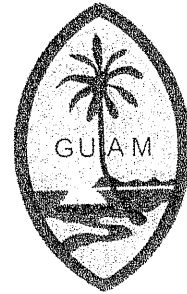
Existing as-built drawings, technical specifications, and miscellaneous information are limited. Project requires mandatory field verification by prospective bidders to ensure proposed equipment are properly sized to suit GDOE needs.

Duct and Roof openings are approximate and require mandatory field verification by prospective bidders.

Item No.	Control No.	School	Building/Floor	Location	Area Served	Qty	Approx. Dims Supply Duct	Approx. Dims Return Duct	A/C Capacity	A/C Manufacture Model	Cost
1	AC-1	Simon Sanchez High School	Main Build 1st Flr	Rooftop	Rms 101, 102, 103, 107, 108	1	35"w X 19"h X 198"l	33" w X 22" h X 157"l	15 Ton		\$ 7,025.00
2	AC-2	Simon Sanchez High School	Main Build 1st Flr	Rooftop	Rms 109, 110, 111, 112	1	38"w X 25"h X 115"l	40" w X 22" h X 115"l	15 Ton		\$ 5,000.00
3	AC-3	Simon Sanchez High School	Main Build 1st Flr	Rooftop	Rms 228, 229	1	38"w X 23"h X 428"l	36" w X 20" h X 475"l	10 Ton		\$ 17,400.00
4	AC-4	Simon Sanchez High School	Main Build 1st Flr	Rooftop		1	38"w X 23"h X 253"l	36" w X 20" h X 323"l			\$ 10,300.00
5	AC-5	Simon Sanchez High School	Main Build 1st Flr	Rooftop	Rms 113a, 113b, 114, 115, 116	1	40" w x 19" h x 87"l	34" w X 20" h X 273"l	10 Ton		\$ 7,500.00
6	AC-6	Simon Sanchez High School	Main Build 1st Flr	Rooftop	Rms 222, 223, 224, 225	1	44" w X 30" h X 284"l	38" w X 22" h X 186"l	10 Ton		\$ 14,000.00
7	AC-7	Simon Sanchez High School	Main Build 1st Flr	Rooftop	Rms 218, 219, 220	1	42" w X 28" h X 545"l	39" w X 22" d X 218"l	10 Ton		\$ 20,525.00

8	AC-8	Simon Sanchez High School	Main Build 1st Flr	Rooftop	Rms 211, 215, 216, 217	1	38" w X 20" h X 103" l	38" w X 21" h X 100" l	15 Ton	\$ 4,125.00
9	AC-9	Simon Sanchez High School	Main Build 1st Flr	Rooftop	Rms 117, 118, 100a, Locker Rms	1	24" w X 22" h X 148" l	22" w X 22" h X 256" l	7.5 Ton	\$ 10,250.00
10	AC-10	Simon Sanchez High School	Main Build 1st Flr	Rooftop	Rm 214, Band	1	34" w X 18" h X 257" l	38" w X 16" h X 276" l	7.5 Ton	\$ 9,800.00
11	AC-11	Simon Sanchez High School	Main Build 1st Flr	Rooftop	Rm 212	1	33" w X 14" h X 112" l	38" w X 15" h X 112" l	7.5 Ton	\$ 4,150.00
12	AC-12	Simon Sanchez High School	Main Build 1st Flr	Rooftop	Rms 207, 208, 209, 210	1	37" w X 21" h X 139" l	37" w X 21" h X 139" l	15 Ton	\$ 5,600.00
13	AC-13	Simon Sanchez High School	Main Build 1st Flr	Rooftop	Admin, Business, Faculty Lounge	1	37" X 19" h X 247" l	37" w X 19" h X 332" l	7.5 Ton	\$ 15,250.00
14	AC-14	Simon Sanchez High School	Main Build 1st Flr	Rooftop	Counselor, Nurse Office	1	31" w X 15" h X 377" l	31" w X 15" h X 149" l	7.5 Ton	\$ 10,400.00
15	AC-15	Simon Sanchez High School	Main Build 1st Flr	Rooftop	Rms 203, 232, 227	1	31" w X 16" h X 112" l	31" w X 15" h X 112" l	7.5 Ton	\$ 3,600.00
16	AC-16	Simon Sanchez High School	Main Build 1st Flr	Rooftop	Rms 201, 202	1	39" w X 23" h X 102" l	33" w X 22" h X 103" l	15 Ton	\$ 8,300.00
17	AC-17	Simon Sanchez High School	Main Build 1st Flr	Rooftop	Rms 104, 105, 106a, 106b	1	31" w X 17" h X 242" l	29" w X 17" h X 368" l	7.5 Ton	\$ 20,000.00
18	AC-18	Simon Sanchez High School	Main Build 1st Flr	Rooftop	Rms 204, 205, 206, 227	1	32" w X 18" h X 98" l	32" w X 18" l X 99" l	10 Ton	\$ 6,800.00
19	AC-19	Simon Sanchez High School	Cafeteria 1st Flr	Ground Floor	Cafeteria	1			100 Ton	\$ 37,800.00
SUBTOTAL SIMON SANCHEZ HIGH SCHOOL										
20	AC-1A	Southern High	Building 5000	Rooftop	Rms 5201	1	37" w X 70" h X	34" w X 71" h X	20 Ton	\$ 29,000.00

21	AC-2A	Southern High School	Building 5000	Rooftop	Rms 5210 to 5220	1	64" w X 36" h X 403" l	610 l	812" l	66" w X 33" h X 226" l	25 Ton	\$ 25,200.00
22	AC-3A	Southern High School	Building 5000	Rooftop	Rms 5211 to 52115	1	64" w X 36" h X 482" l	610 l	812" l	63" w X 33" h X 677" l	20 Ton	\$ 30,000.00
23	AC-4A	Southern High School	Building 5000	Rooftop	Rms 5206 to 5210	1	66" w X 33" h X 348" l	610 l	812" l	63" w X 36" h X 165" l	25 Ton	\$ 16,400.00
SUBTOTAL SOUTHERN HIGH SCHOOL												
24	AC-1B	Upi Elementary School	Library 1st Flr	Library	Library	1	153" l	153" l	153" l	153" l	10 Ton	\$ 4,250.00
25	AC-2B	Upi Elementary School	Cafeteria 1st Flr	Cafeteria	Cafeteria	1	132" l	132" l	132" l	132" l	15 Ton	\$ 4,975.00
26	AC-3B	Upi Elementary School	Cafeteria 1st Flr	Cafeteria	Cafeteria	1	132" l	132" l	132" l	132" l	15 Ton	\$ 4,975.00
27	AC-4B	Upi Elementary School	Main Office 1st Flr	Main Office	Main Office	1	164" l	164" l	164" l	164" l	20 Ton	\$ 1,550.00
SUBTOTAL UPI ELEMENTARY SCHOOL												
28	AC-1C	CL Taitano Elementary School	Cafeteria 1st Flr	Cafeteria	Cafeteria	1	96" l & 60" l	96" l & 60" l	72" l & 84" l	72" l & 84" l	50 Ton	\$ 15,825.00
SUBTOTAL C.L. TAITANO ELEMENTARY SCHOOL												
TOTAL AGGREGATE												
\$ 350,000.00												



AIR CONDITIONING SYSTEMS EXTERIOR
DUCT RESTORATION PROJECT

Invitation for Bid

No. 005-2014

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

Section 1 – Invitation For Bid (IFB) Timeline

1.1 – INVITATION FOR BID (IFB) TIMELINE

<u>Date</u>	<u>Activity</u>	<u>Time</u>
Monday, November 25, 2013	IFB Issuance	
Friday, November 29, 2013	Deadline for Submission of Pre-Bid Written Questions	4:00 p.m., Chamorro Standard Time, ChST
Wednesday, December 04, 2013	Deadline for GDOE Response to Pre-Bid Written Questions	5:00 p.m., Chamorro Standard Time, ChST
Tuesday, December 10, 2013	Deadline for Submission	10:00 a.m., Chamorro Standard Time, ChST

Section 2 – General Information, General Instructions & Project Scope

2.1 – PROJECT TITLE AND OVERALL SCOPE

AIR CONDITIONING SYSTEMS EXTERIOR DUCT RESTORATION PROJECT

FORMAL BID: GDOE IFB 005-2014

2.1.1 – PROJECT/PURCHASE SCOPE

The Guam Department of Education (GDOE) is soliciting to engage Professional Contractual Services through a qualified licensed contractor to furnish and install new Air Conditioning Exterior Duct Systems at various school locations identified and described herein and to provide the following:

The Contractor is to provide professional contractual services for the removal and replacement of existing exterior duct systems which have grossly deteriorated due to continuous exposure to Guam's climatic conditions for prolonged periods. Contractor must provide new duct systems to include all accessories, mounting/support hardware and tie down systems etcetera as outlined in this scope of work.

2.1.2 – PURCHASE DESCRIPTION (ATTACHMENT A)

The Contractor must conduct pre site inspections to determine existing conditions and any special needs/requirements for execution of project. **Site inspection and field verification of existing layout and conditions is mandatory.** The Contractor is fully responsible to ensure that all proposed equipment meet or exceed existing quality and specifications, i.e., material specifications, dimensions, configuration, mechanical requirements, mounting and installation requirements etc.

GDOE Schools covered under this project are: **Attachment VIII – Photos Simon Sanchez High School; Attachment IX – Photos Southern High School; Attachment X – Photos CL Taitano Elementary School and Attachment XI – Photos Upi Elementary School.**

The Contractor must **complete the scope of work within a ninety (90) calendar day period.** Work must be conducted during normal working hours or 0700 hours to 1600 hours on Monday through Friday. Weekend and holiday work must be approved by the GDOE Project Manager.

The Contractor is responsible for mobilization and site preparation for works involved.

The Contractor is responsible for providing and maintaining all necessary tools and equipment and operation of these tools and equipment throughout the duration of the project to include any lifting/rigging equipment needed to safely, effectively and efficiently execute the project.

The Contractor is responsible for making any minor modifications required to allow proper fit of the new duct systems. The Contractor is further responsible for full restoration of affected areas to include roof coating systems upon completion and installation of new duct systems and miscellaneous appurtenances.

Should any damage to related or unrelated structures, utilities, equipment and components occur, all expenses related to the restoration of these systems to original state shall be borne by the Contractor.

The Contractor agrees to provide its best efforts in the performance of duties and responsibilities described by this scope of services and in accordance with the laws, rules, regulations, and policies of the GDOE and the Government of Guam.

The Contractor agrees to fully and completely perform all of the professional services as described in this scope of services, which are made a part of, and fully incorporated herein by reference as part of the Agreement, all to the satisfaction of the GDOE.

The Contractor also agrees to comply with any timelines or schedules required for performance of the services described herein the scope of services. The Contractor agrees to notify GDOE immediately in case of an unforeseeable delay to the performance of the scope of work or services described herein.

The Contractor shall furnish at its own expense, proper and adequate equipment, materials, labor and supplies necessary to perform the scope of work in a safe, professional, workmanlike and diligent manner, and shall provide and have available at all times for use by its employees engaged in the performance of such work all safety equipment and appliances needed for maximum protection of its employees and other persons against injuries.

The GDOE may at any time by written order, make any changes in the services to be performed hereunder the Agreement. If such changes cause an increase or decrease in the costs of doing the work under this scope of services, or in the time required for this performance, an equitable adjustment shall be made and the scope of services shall be modified in writing accordingly and agreeable by both parties.

The Contractor must ensure that the new layout matches the existing layout with respect to through roof openings, overall dimensions, clearance, uniform layout etc.

2.1.4 - SCOPE OF WORK REQUIRED: (ATTACHMENT A)

The Contractor must coordinate all works with the GDOE Facilities & Maintenance Department Project Manager.

The Contractor shall provide and is responsible for any and all lifting/rigging equipment required to safely execute the project.

The Contractor must practice caution when removing existing and installing new exterior duct systems to ensure that no equipment, utility or building systems are damaged during the course of work. Should the Contractor encounter any equipment, utility or building system problems during removal and installation works, the Contractor must notify the GDOE Project Manager immediately.

The Contractor must isolate the Air Conditioning System(s) following proper electrical safety and lock-out/tag-out procedures.

The Contractor is to remove existing exterior duct systems and associated components i.e., tie downs, mounting/support systems and hardware, stack sections, bases, insulation, flexible connections, sleeves, packing, collars, dampers, deflectors, diffusers/grilles and registers, flashing, vibration dampers/isolators, anchoring systems etc.

The Contractor must **provide and install new complete packaged exterior duct systems to include but not limited to; tie downs, mounting/support systems and hardware, stack sections, bases, insulation, flexible connections, sleeves, packing, collars, dampers, deflectors, diffusers/grilles and registers, flashing, vibration dampers/isolators, anchoring systems etc., and any miscellaneous or special parts required for complete one to one replacement of existing exterior duct systems.**

The Contractor must **remove existing and provide and install new mounting/supports systems complete with approved drop in anchors and miscellaneous accessories. Contractor must ensure wind load rating of 170 mph for all duct systems and mounting/support used on exterior duct systems.**

The Contractor must restore all concrete curbs as required prior to installation of new exterior duct and flashing systems and properly seal new duct systems and sleeves to prevent leaks and/or water intrusion, **provide new stainless steel flashing** as required.

Prior to enclosing through roof or wall penetrations, the Contractor must coordinate final inspection with the GDOE Project Manager. Upon approval of inspection, the Contractor can proceed with installation of stainless steel flashing systems.

Upon completion of duct restoration works, Contractor must remove lock-out/tag-out devices and energize the Air Conditioning System following proper electrical safety procedures. The Contractor must verify and make necessary adjustments to ensure proper operation, ensure low vibration and record Air Conditioning System CMF discharge at several points downstream from initial duct branch lines to ensure no restrictions as a result of the duct replacement. CFM readings and air balancing reports are required as part of closeout documents.

The Contractor must restore all work areas to original configuration and condition. The Contractor must remove any lifting/rigging equipment, tools, materials and supplies upon completion of project.

The contractor must restore existing area to normal condition if any walls, roofing systems, concrete curbs or mounting structures are damaged during demolition and restoration works.

The Contractor must remove and dispose of all materials and any loose debris remaining from demolition works. The Contractor is fully responsible for any disposal fees associated with removal and disposal of existing exterior duct systems in accordance with applicable laws.

The Contractor must thoroughly clean and refinish affected roofing system with an approved elastomeric or two part epoxy roof coating systems with a minimum thickness of 60ml. Roof surface restoration must start from top of roof curb and extend 5 feet beyond curb, mounting/support hardware and systems on all sides.

The Contractor must guarantee all equipment, materials and workmanship against defects in material and workmanship for a period of five (5) years from the date of completion/acceptance of work.

The Contractor must demonstrate performance and operational testing to GDOE Project Manager or designee under normal operation prior to turn over or completion of project.

The Contractor must provide installation and performance certificate upon completion of project.

Upon completion and acceptance of the project, the Contractor is to submit three (3) sets of shop drawings, technical specifications and manufacture/supplier information to GDOE Project Manager. Shop drawings shall reflect all changes.

SUBMITTALS:

The Contractor must submit three (3) sets of shop drawings, manufacturer's data and certificates for equipment materials and finish and pertinent details for each system where specified in each individual section and have them approved by the GDOE Project manager prior to order placement, fabrication or delivery of the items to the job site. Partial submittals will not be acceptable and will be returned without review. Submittals shall include the manufacturer's name, trade name, catalog model or number, nameplate data, size, layout, dimensions, capacity, project specification and paragraph reference, applicable industry and technical society publication references, location and other information necessary to establish contract compliance of each item the Contractor proposes to furnish.

1. **Shop Drawings:** Shop drawings shall be a minimum of 8.5 X 11" in size, except as specified otherwise. Drawings shall include sectional view, diagrams and installation details of equipment; and equipment spaces identifying and indicating proposed location, layout and

arrangement of items of equipment, accessories, and other items that must be shown to assure a coordinated installation. Drawings shall indicate adequate clearance for operation, maintenance, and replacement of equipment devices. If equipment is disapproved, drawings shall be revised to show acceptable equipment and be resubmitted.

2. **Manufacturer's Data:** Submittals for each manufactured item shall be manufacturer's descriptive literature of cataloged products, equipment drawings, diagrams, performance and characteristic curves, and catalog cuts.
3. **Standards Compliance:** When materials or equipment must conform to the standards of organizations such as the American National Standards Institute (ANSI), American Society for Testing and Materials (ASTM), National Fire Protection Association (NFPA) Sheet Metal and Air Conditioning Contractor's National Association (SMACNA) and Underwriters Laboratories (UL), proof of such conformance shall be submitted to the GDOE Project Manager for approval.

TECHNICAL SPECIFICATIONS: (ATTACHMENT A)

Summary of Work	Attachment I
General Provisions and Supplementary Conditions	Attachment II
Flashing and Sheet Metal	Attachment III
Joint Sealers	Attachment IV
Mechanical General Requirements	Attachment V
Air Conditioning and Ventilation Systems	Attachment VI
Equipment Schedule	Attachment VII
Photos – Simon Sanchez High School	Attachment VIII
Photos – Southern High School	Attachment IX
Photos – CL Taitano Elementary School	Attachment X
Photos – Upi Elementary School	Attachment XI

2.1.5- TERM OF WORK

The initial award under this IFB shall be for a term of approximately complete the scope of work within a ninety (90) calendar day period. The initial award will be for Replacing Air Conditioning Ducting System for DOE Schools.

2.1.6 – PROJECT SITE AND PLANS

Bidders submitting bids in response to this IFB will be presumed to have inspected the project sites and to have read and to be thoroughly familiar with the plans identified as "Attachment A". 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.

2.1.7 – ALL OR NONE BID

This solicitation is an ALL OR NONE BID and bids will be evaluated based on the lump sum price required in the bid form for this IFB. GDOE will not make itemized awards under this IFB. Requests for itemized pricing may be made by GDOE for the purpose of establishing unit prices for change orders that may be made to the Project. Alternate or multiple bids will not be accepted. Any bidder submitting alternate, multiple, or otherwise altered bid forms may be deemed non-responsive and disqualified from this solicitation.

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

- Billy P. Cruz - Facilities and Maintenance Manager
- Eunice J. R. Aflague - Program Coordinator III
- John V. Leon Guerrero – Building Maintenance Supervisor
- Jacinto R. Estella, Jr. – Refrigeration Mechanic Supervisor
- Craig T. Guevara – Building Maintenance Superintendent

2.2 – GENERAL INSTRUCTIONS

Bid submissions that do not comply with the instructions contained in this section and throughout this IFB may, at the discretion of GDOE, be deemed nonresponsive and disqualified from consideration for award.

2.2.1 – COMMUNICATION REGARDING THE IFB

ANY CORRESPONDENCE OR COMMUNICATION BY A POTENTIAL BIDDER WITH GDOE MUST BE MADE IN WRITING VIA EMAIL ADDRESSED TO ALBERT G. GARCIA AT aggarcia@gdoe.net OR BY FACSIMILE AT 671-472-5001 OR BY HAND DELIVERY AT THE GDOE SUPPLY MANAGEMENT OFFICE. ALL WRITTEN COMMUNICATIONS MUST REFERENCE IFB 005-2014 IN THE SUBJECT OR REFERENCE LINE.

2.2.2 – ACCEPTABLE FORMAT OF BIDS

Bids must be made in writing and on the bid forms contained in this IFB. For each bid, bidders shall submit one (1) original copy and one (1) duplicate copy for a total of two (2) documents. Bidders shall also submit one (1) compact disc (CD) containing electronic copies of the bid submittal. 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:

<p>The Guam Department of Education Invitation For Bid No. <u>005-2014</u></p> <p>Bidder's Name: <u>J&B MODERN TECH</u> Submittal Date: <u>12 / 17 / 2013</u> Submittal Time: <u>10 : 00</u> a.m./PM.</p> <p>Attention: Albert G. Garcia Buyer Supervisor II</p>

2.2.3 – TIME AND DATE FOR RECEIPT OF BIDS

"Bids in response to this IFB must be received by GDOE by:

TIME: **10:00 AM** Chamorro Standard Time (ChST)
 DATE: Tuesday, December 10, 2013

The GDOE Supply Management Office Maintains the Official time in this regard. Bids may be submitted any time before the deadline for receipt of bids.

If delivered via hand delivery, Federal Express, DHL, or other courier service, bids must be delivered to the following physical address:

PHYSICAL ADDRESS: Guam Department of Education, Supply Management Office
Re: IFB No. 005-2014
Manuel F.L. Guerrero Administration Building, 2nd Fl., Rm. 220
312 Aspinall Avenue
Hagatna, Guam 96910

If delivered via the United States Postal Service, bids must be delivered to the following mailing address:

MAILING ADDRESS: Guam Department of Education, Supply Management Office
Re: IFB No. 005-2014
Government of Guam
P.O. Box DE
Hagatna, Guam 96932

2.2.4 – BID SUBMISSION FORM

All bids must be submitted in the format of the Bid Form included with this IFB. Bids submitted in any other format will be deemed nonresponsive and disqualified from participation in this solicitation. ALL SECTIONS OF THE BID FORM MUST BE FILLED IN TO BE CONSIDERED FOR AWARD.

2.2.5 – ALTERNATE BIDS NOT ACCEPTED

An alternate bid will not be accepted. A submission of an alternate bid will be considered nonresponsive and disqualified from participating in this solicitation.

2.2.6 – LATE BIDS NOT ACCEPTED

Bids received after the time and date in **Section 2.2.3 – Time and Date for Receipt of Bids** will be considered nonresponsive and disqualified from consideration for award.

2.2.7 – TRADE SECRETS AND OTHER PROPRIETARY DATA

Bidder must complete and submit **GDOE Procurement Form 004** with the bid, whether or not the Bidder wishes to designate information within a bid as a Trade Secret or other Proprietary Information. Blanket designations of confidentiality placed on the front cover of a bid will not be accepted as a valid designation of proprietary information. Every item, page, section or subsection that the Bidder wishes to designate as a trade secret or proprietary data should be listed on GDOE Procurement Form 004 and also **clearly marked** and **separable** from the remainder of the bid.

Prices and makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary.

2.2.8 – ACKNOWLEDGEMENT OF AMENDMENTS TO IFB

This IFB may not be modified unless done by an Amendment made in writing by the GDOE Supply Management Administrator. Bidders must acknowledge in writing the receipt of any amendments to this IFB. Each amendment will contain an Amendment Acknowledgement Form. For each amendment, bidders must sign the Acknowledgment Form and return the signed copy via e-mail or fax to GDOE. Signed Acknowledgment Forms for every amendment must also be included with the bid

submission. **Bidders who fail to properly submit Amendment Acknowledgment Forms may be deemed nonresponsive and disqualified from participating in this solicitation.**

Other than facsimile (fax) or E-Mail, Amendments and Clarifications may be downloaded or accessed through the GDOE website at <https://www.gdoe.net/procurement>. Prospective Bidders are solely responsible for checking the website daily.

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

2.3.1 – PRE-BID CONFERENCE.

Pre-Bid conferences, as appropriate, may be conducted in accordance with 2 GAR Div 4 §3109(g)(4). Such a conference may be held at any time prior to the established date for submission of bids.

A pre-bid conference may be held at GDOE's discretion. Any potential bidder may submit a request for a pre-bid conference in writing to the attention of **Albert G. Garcia, Buyer Supervisor II**. In the event GDOE determines to hold a pre-bid conference, all potential bidders, that is all parties who obtained an IFB packet from GDOE, will be informed of the date, time, location and requirements of the pre-bid conference. An agenda, summary, minutes or recording of the pre-bid conference will be made available to all potential bidders.

At any pre-bid conference or site visit, GDOE may provide verbal answers to verbal questions from potential Bidders. **AT NO TIME SHALL A VERBAL ANSWER BE CONSIDERED AN OFFICIAL GDOE RESPONSE.** All questions must be submitted in writing in accordance with **Section 2.9 – Pre-Bid Written Questions**. Only written answers may be relied upon.

2.3.2 – PRE-BID WRITTEN QUESTIONS

Potential bidders may submit written questions concerning this IFB before the time and date listed below. Questions must be submitted in writing according to the instructions contained in Section 2.2.1 herein. All questions and responses will be made available in writing to every potential bidder. Questions submitted after the time and date below will not be considered or answered. **It is incumbent on each Prospective Bidder to ensure all their submitted questions have been answered.**

Questions regarding this IFB must be received in writing by GDOE by:

TIME: **4:00 PM** Chamorro Standard Time (ChST)
DATE: Friday, November 29, 2013

2.4 – AWARD

2.4.1 – EVALUATION FACTORS FOR AWARD

Determination of an award pursuant to this IFB will be made based on the ***lowest responsive and responsible bidder***. GDOE reserves the right to disqualify bids that are deemed to be nonresponsive, regardless of whether the bid is determined to contain the lowest price.

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

- a) Price of overall performance and delivery
- b) Responsiveness to the requirements of this IFB.

Responsiveness to the requirements of this IFB, as well as any factors allowed pursuant to 2 GAR Div. 4 §3116.

Tie Bids: In the event GDOE receives lowest responsive bids from responsible bidders that are identical in price, determination of award will be made pursuant to 2 GAR Div. 4 §3109.

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.

2.4.3 - DETERMINATION OF RESPONSIBILITY

Responsibility of a bidder will be determined in accordance with 2 GAR Div. 4 §3116. Bidders should be prepared to promptly provide to GDOE information relating to the bidder's responsibility. Such information may include but is not limited to documentation of financial, personnel, and other resources; expertise; or records of performance. Failure of a bidder to comply with a request by GDOE for information relating to responsibility may result in a determination that a bidder is not responsible and therefore disqualified from an award.

Pursuant to 5 GCA §5201(g), responsiveness of a bidder will be determined by compliance with the requirements of this IFB.

2.5 – GENERAL INFORMATION

2.5.1 – PROJECT DELIVERY

Unless otherwise specified, it is the declared and acknowledged intention and meaning of these General Terms and Conditions for the Bidder to provide the Government of Guam, Guam Department of Education with specified services, materials, supplies or equipment completely assembled and ready to use. This constitutes the definition of full delivery. **The Project shall be completed within Ninety (90) calendar days from Notice to Proceed (NTP).**

Bidder who is awarded this solicitation, guarantees that goods will be delivered or required services performed within the time specified.

2.5.2 –METHOD OF PAYMENT

The successful Bidder shall submit invoices to GDOE for payment upon **full delivery.**

2.5.3 – INSPECTION AND ACCEPTANCE OF GOODS

Bidders submitting bids in response to this IFB should be aware that GDOE will inspect and test all goods, supplies, materials or equipment delivered in response to 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.

2.5.4 – BOND REQUIREMENTS AND PERFORMANCE GUARANTEES

2.5.4.1 – BID BOND REQUIREMENTS FOR CONTRACT AMOUNTS IN EXCESS OF \$25,000.00

Bids that will result in a contract amount in excess of \$25,000.00 must meet the bid guarantee requirements below:

A bid guarantee or bid bond in the amount of 15 percent (15%) of the bidder's total bid price must be included with the bid. The bid guarantee may be in the form of a surety bond issued by a surety

company authorized to do business in Guam, or in the form of a cashier's check, a certified check or a letter of credit.

If providing a surety bond, bidders are required to submit **Bid Bond Form - GDOE Procurement Form 001**. Bidders providing security in the form of a bank certified check or a letter of credit should submit the check or letter of credit and a copy of same with the bid submission.

Failure to comply with the security requirements of this IFB shall result in a bid being deemed nonresponsive.

Surety bonds must be signed or countersigned in Guam by a foreign or alien surety's resident general agent. The surety must be a company, authorized by the Government of Guam and qualified to do business on 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 on Guam.

2.5.4.2- PERFORMANCE BOND

The price for this Project is expected to exceed Twenty-Five Thousand Dollars (\$25,000.00). For all contracts in excess of that amount, pursuant to 5 GCA §5304 and 2 GAR Div 4 §5104 upon execution of a contract pursuant to this IFB, the successful bidder is required to deliver a performance bond executed by a surety company authorized to do business in Guam for one hundred percent of the contract price. The purpose of the performance bond is to indemnify GDOE from loss resulting from the failure of the bidder to perform the Project in accordance with requirements of this IFB and any contract resulting from this IFB. The performance bond shall be in the form contained in this IFB. Failure to deliver the required performance bond shall result in the rejection of the bid and collection of the security for the rejected bid.

2.5.4.3 -PAYMENT BONDS

The price for this project is expected to exceed Twenty-Five Thousand Dollars (\$25,000.00). For all contracts in excess of that amount, pursuant to 5 GCA §5304 and 2 GAR Div 4 §5104 upon execution of a contract pursuant to this IFB, the successful bidder is required to deliver a payment bond executed by a surety company authorized to do business in Guam for one hundred percent of the contract price. The purpose of the payment bond is to guarantee payment and protection for the bidder's subcontractors or entities furnishing labor and materials to the bidder. The payment bond shall be in the form contained in this IFB. Failure to deliver the required payment bond shall result in the rejection of the bid and collection of the security for the rejected bid.

2.5.5 –TAXES

All bidders are responsible for any taxes or fees that may be assessed or due for performance of work or delivery of services pursuant to this IFB. Specific information regarding Guam taxes may be obtained from the Guam Department of Revenue and Taxation.

2.5.6 – AUTHORITY TO ISSUE THIS IFB

This solicitation is issued subject to the Guam Procurement Act (5GCA Chapter 5) and applicable Guam Procurement Regulations.

2.5.7 –COSTS OF BID PREPARATION

All costs associated with preparation of a bid in response to this IFB shall be solely the Bidder's responsibility. GDOE shall not be liable for any costs incurred by a potential Bidder for the preparation of a bid.

2.5.8 – BID SAMPLES OR DESCRIPTIVE LITERATURE

Pursuant to 2 GAR Div 4 §3109(e)(3), bid samples or descriptive literature should not be submitted to GDOE unless expressly requested within this IFB. Regardless of any condition set by a bidder, unsolicited bid samples or descriptive literature will not be examined, tested, or deemed to vary any of the requirements of this IFB.

Section 3 –TERMS AND CONDITIONS

3.1 – REFERENCE TO LAW AND REGULATIONS

The term "GCA" refers to the Guam Code Annotated. The term "GAR" refers to Title 2, Guam Administrative Regulations, Division 4, and Procurement Regulations.

This IFB is subject to the expedited procurement protest procedures found in Guam Public Law 31-196, Section 8.

3.2 – LICENSE TO CONDUCT BUSINESS ON GUAM; POLICY IN FAVOR OF LOCAL PROCUREMENT

Bidders providing supplies or services pursuant to this IFB are subject to licensure requirements in accordance with 5 GCA § 5008. Inquiries about obtaining a Guam business license should be directed to the Guam Department of Revenue and Taxation.

Preferential selection of a bidder licensed to do business on Guam and that maintains an office or other facility on Guam for an award pursuant to this IFB may be made in accordance with 5 GCA §5008.

3.3 – LIST OF FORMS REQUIRED FOR ALL SOLICITATIONS

Bidders must complete and submit originals of the forms identified throughout this IFB and collectively listed in Section 4.

3.4 – DISCLOSURE OF OWNERSHIP AND COMMISSIONS

Bidders 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 with a Bid *****

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

Bidders must certify that the submitted 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 with a Bid *****

3.6 – PROHIBITION AGAINST GRATUITIES AND KICKBACKS

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 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 with a Bid *****

3.7 – REPRESENTATION REGARDING ETHICAL STANDARDS

Bidders must affirm 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 with a Bid *****

3.8 – REPRESENTATION REGARDING CONTINGENT FEES

Bidders must affirm 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 with a Bid *****

3.9 – RIGHT OF GDOE TO CANCEL INVITATION FOR BID AND TO REJECT BIDS

RIGHT OF GDOE TO CANCEL INVITATION FOR BID AND TO REJECT BIDS

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).

GDOE reserves the right to reject any bid in whole or in part when it is in the best interests of the Department, in accordance with 2 GAR Div.4 §3115(e)(2).

3.10 – PROHIBITION AGAINST EMPLOYMENT OF SEX OFFENDERS

Any entity providing services pursuant to this IFB is prohibited from employing sex offenders to provide the goods or services procured through this IFB. Such prohibition is made pursuant to 5 GCA § 5253, which states,

§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 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 with a Bid *****

3.12 – MANDATORY DISPUTES CLAUSE (2 GAR DIV. 4 § 9103(g))

I. Disputes.

A. In accordance with Guam procurement law, all controversies between the territory and the Contractor which arise under, or by virtue of, this contract and which are not resolved by mutual agreement, shall be decided by the GDOE procurement officer in writing, within 60 days after written request by the Contractor for a final decision concerning the controversy; provided however that if the procurement officer does not issue a written decision within 60 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Contractor may proceed as if an adverse decision had been received. The procurement officer shall immediately furnish a copy of the decision to the Contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt. Any such decision shall be final and conclusive, unless fraudulent, or the Contractor brings an action seeking review of the decision before the Guam Office of Public Accountability. The Contractor shall comply with any decision of the procurement officer and proceed diligently with performance of this contract pending final resolution by the Office of Public Accountability or the Superior Court of Guam of any controversy arising under or by virtue of this contract, except where there has been a material breach of the contract by GDOE; provided, however, that in any event the Contractor shall proceed diligently with the performance of the contract where GDOE has made a written determination that continuation of work under the contract is essential to public health and safety.

B. Any disputes for expenses incurred in reliance upon this Agreement shall be subject to the Government Claims Act found at Title 5, Guam Code Annotated, Chapter 6.

3.13 – POLICY IN FAVOR OF SERVICE-DISABLED VETERAN OWNED BUSINESS

Pursuant to 5 GCA §5012, a bidder may qualify as a service-disabled veteran owned business if the following conditions apply: (a) the business is licensed to do business on Guam; maintains its headquarters on Guam; and is at least fifty-one percent owned by a service-disabled veteran who served in active U.S. military service, was discharged or released under honorable conditions, and whose disability is certified as service connected by a DD214 form and disability award letter from the U.S. Department of Veterans Affairs; and (b) the service-disabled owner of the business has filed individual tax returns on Guam for a period of at least three consecutive years prior to bidding on this IFB.

Notice of Service-Disabled Veteran Owned Business must be submitted with the bid by checking the appropriate box on the bid form and including a DD214 form and disability award letter with the bid form. The GDOE Supply Management Administrator will issue written notice to all bidders if any bidder is determined to be a qualified service-disabled veteran owned business pursuant to 5 GCA §5012. If a bidder is determined to be qualified under §5012, the requirements of 5 GCA §5011 shall apply to an award pursuant to this IFB.

Section 4 –FORMS REQUIRED IN RESPONSE TO IFB

Bids must contain signed and, where required, notarized originals of the forms listed below.

	<u>Form Name</u>	<u>Form Title</u>
1.	GDOE Procurement Form 001	BID BOND FORM <i>PAGE # 17</i>
2.	GDOE Procurement Form 002	SPECIAL PROVISIONS – RESTRICTION AGAINST SEX OFFENDERS <i>PAGE 18</i>
3.	GDOE Procurement Form 003	PERFORMANCE BOND
4.	GDOE Procurement Form 004	INVITATION FOR BID – DESIGNATION OF PROPRIETARY INFORMATION <i>PAGE 20</i>
5.	GDOE Procurement Form 005	LABOR AND MATERIAL PAYMENT BOND
6.	AG Procurement Form 002 (Rev. Nov. 17, 2005)	AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSIONS
7.	AG Procurement Form 003 (Jul. 12, 2010)	AFFIDAVIT re NON-COLLUSION
8.	AG Procurement Form 004 (Jul. 12, 2010)	A AFFIDAVIT re NO GRATUITIES or KICKBACKS
9.	AG Procurement Form 005 (Jul. 12, 2010)	AFFIDAVIT re ETHICAL STANDARDS
10.	AG Procurement Form 006 (Feb. 16, 2010)	DECLARATION re COMPLIANCE WITH U.S. DOL WAGE DETERMINATION (Including a supplemental copy of the U.S. DOL WAGE DETERMINATION RATES)
11.	AG Procurement Form 007 (Jul. 15, 2010)	AFFIDAVIT re CONTINGENT FEES

GOVERNMENT OF GUAM
DEPARTMENT OF EDUCATION

PERFORMANCE BOND

BOND NO. _____

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

_____ as
Principal, hereafter called Contractor, and (Bonding Company), _____

_____, a corporation duly organized under the laws of the Territory of Guam as Surety, hereinafter called Surety, are held firmly bound unto the Territory of Guam as Obligee, in the amount of (Full Amount) Dollars (\$ _____), for payment of whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has by written agreement dated _____, 20_____, entered into a contract with the Territory of Guam for (describe project and insert project number) _____ (in accordance with drawings and specifications prepared by (here insert full name and address or legal title of architect) which contract is by reference made a part hereof, and is hereinafter referred to as the Contractor.

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

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

Signed and sealed this _____ day of _____, 20_____

_____ (PRINCIPAL)	_____ (SEAL)	_____ (WITNESS)
_____ (TITLE)		_____ (WITNESS)
_____ (BONDING COMPANY)		_____ (TITLE)
BY: _____ (ATTORNEY-IN FACT)		

GDOE Procurement Form 003
Government Standard Form PB-1

**GOVERNMENT OF GUAM
DEPARTMENT OF EDUCATION
LABOR AND MATERIAL PAYMENT BOND
Bond No. _____**

KNOW ALL MEN BY THESE PRESENTS that (here insert full name and address or legal title of Contractor) as Principal, hereinafter called Principal, and (Bonding Company), a corporation duly organized under the laws of the Territory of Guam, as Surety, hereinafter called Surety, are held and firmly bound unto the Territory of Guam as Obligee, hereinafter called Territory, for the use and benefit of claimants as herein below defined, in the amount of (Full Amount) Dollars (\$ _____) for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____, 20_____, entered into a contract with the Territory for (describe project and insert project number) in accordance with drawings and specifications prepared by (here insert full name and address or legal title of Architect) which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Contract.
2. The above named Principal and Surety hereby jointly and severally agree with the Territory that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Department shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit action shall be commenced hereunder by any claimant:
 - a) Unless claimant other than having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Territory, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be personally served or served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal at any place the Principal maintains an office or conducts its business.
 - b) After expiration of one (1) year following the date on which the last of the labor was performed or material was supplied by the party bringing suit.
 - c) Other than in a court of competent jurisdiction for the county or district in which the construction contract was to be performed.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this _____ day of _____, 20_____

(PRINCIPAL) (SEAL)

(WITNESS)

(TITLE)

(BONDING COMPANY)

(MAJOR OFFICER OF SURETY)

(TITLE)

BY: _____
(ATTORNEY-IN FACT)

GDOE Procurement Form 005

SECTION 5 – BID FORMS

Please see the following pages for forms or other attachments referenced in this IFB.

(THE REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK)

1.05 SUMMARY OF WORK

- A. The GDOE Air Conditioning Systems Exterior Duct Restoration Project will be achieved through Removal and Replacement of clearly identified Exterior Duct Systems from existing Transition Duct Systems to nearest point of connection in branch duct lines penetrating through roof or wall systems. All proposed units are related to the existing Air Conditioning Improvement Project currently on-going with tentative completion date by March 2014. The Exterior Duct Restoration Project is outlined in the Scope of Work.
- B. Contractor must proceed with caution executing work related to existing roof surfaces while carefully planning proposed roof penetrations for structural supports required by new duct systems. Contractor must coordinate any roof or wall penetration works with GDOE Project Manager to ensure proposed approach for anchoring structural supports are approved in advance meeting manufacture recommendations for existing roof coating systems so as not to void warranties of newly applied roof coating systems. Final roof coating system surrounding affected duct work, anchoring systems, and through roof/wall penetrations must include a five (5) year warranty of workmanship to include labor and materials.
- C. Duct and Roofing Systems: Refer to areas identified in photos under Attachments VIII, IX, X, & XI. GDOE Schools covered under this project are: **Attachment VIII - Simon Sanchez High School; Attachment IX - Southern High School; Attachment X - C.L. Taitano Elementary School and Attachment XI - Upi Elementary School.** Details related to the work include but are not limited to the following:
1. Ducts: Air conditioning ducts shall be fabricated from prime grade 20 gauge galvanized steel sheets. All duct systems shall be protected by proper preparation and coated with marine grade rust preventive primer and top coat finished with two (2) coats of an approved epoxy base or marine grade enamel paint finish.
 2. Insulation: All air conditioning ducts shall be provided with 2" interior insulation. Insulation and adhesive materials shall meet NFPA 90A flame and smoke spread requirements.
 3. Diffusers/Grilles and Registers: Outside air and exhaust registers shall be Series A110 aluminum registers with A45 frame, 1 ¼" margin, horizontal bars set at 40 degrees, and opposed blade volume dampers.
 4. Dampers and Deflectors: Dampers, (opposed blade type, zinc coated anti-friction bearing pin) must be constructed with galvanized sheet metal two gauges heavier than ducts in which installed.

Manual Volume Dampers: As/if required, are of balancing, factory fabricated type.

Deflectors: As/if required, are of factory fabricated and factory of field assembled units consisting of curved turning vanes for uniform air distribution and change of direction with minimum turbulence and pressure loss. Provide curved vanes for square elbows.
 5. Curbs: All existing curbs on roofing systems must be exposed and inspected for integrity. Should restoration of curb system warrant repair or replacement, contractor must include this work at no additional cost to GDOE.

6. Flexible Connectors / Duct Sleeves / Packing: Provide flexible connector between fans and ducts or casings and where ducts are of dissimilar metals. For round ducts, securely fasten flexible connectors by zinc-coated steel clinch-type draw-bands. For rectangular ducts, lock flexible connectors to metal collars.

Provide sleeves for ductwork penetrations in floors, walls, and partitions through which metallic duct passes.

Duct Sleeves: Fill space and voids between duct and sleeve or between insulation and sleeve for insulated ducts with mineral fiber.

Prepared Openings: Fill space and voids between duct and opening or between insulation and opening for insulated ducts with mineral fiber.

Closure Collars: Fit collars snugly around ducts or insulation. Grind edges of collar smooth to preclude tearing or puncturing insulation covering or vapor barrier.

Packing: Pack spaces between sleeve or opening and duct or duct insulation with mineral fiber.

7. Flashing: All through roof/wall penetrations must be provided with new 18 gauge stainless steel flashing systems to ensure no water penetration or leaks from heavy or wind driven rain. Proposed flashing systems must be pre-approved by GDOE Project Manager prior to placement of order of flashing systems.
8. Anchoring: Conform to NFPA 90A, SMACNA DCS. Provide mounting and supporting of ductwork and accessories including, but not limited to: structural supports, hangers, vibration isolators, vertical/horizontal/stands, clamps, and brackets as required. Provide electrical isolation between dissimilar metals. Electrical isolation may be fluorinated elastomers or sponge-rubber gaskets. Provide seismic restraints complying with SMACNA SRM as required. “Do not” anchor supports to metal decking unless a means is provided and approved for preventing the anchors from puncturing metal decking.
9. Wind Load: Anchoring methods of duct systems must ensure 170mph rating.
10. Roof Coating: Contractor must apply appropriate primer to exposed concrete and plastered surfaces followed by multiple coats of elastomeric or two part epoxy finishes as required by the manufacture and in accordance with Owner approved color scheme to match existing roof finish, texture and quality.

Upon revealing concrete curb and adjacent concrete surfaces, Contractor must provide an approved epoxy injection system on all visible cracks on concrete roof, curbs and abutment surfaces prior to application of roof coating system primer.

Contractor must prepare and apply elastomeric or epoxy system to all exposed concrete surfaces and curbs in affected areas as required.

Contractor must remove existing expansion sealants at curbs and through roof/wall penetrations and replace with new approved sealants as needed.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION 01010

ATTACHMENT I

ATTACHMENT II

DIVISION 1

GENERAL PROVISIONS AND SUPPLEMENTARY CONDITIONS

PART 1 - GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

- A. AMCA 500 - (1991) Louvers, Dampers and Shutters
- B. AMCA 501 - (1985) Application Manual for Air Louvers
- C. ASTM A 167 - (1996) Stainless and Heat-Resisting Chromium-Nickel Steel Plate, Sheet, and Strip
- D. ASTM A 653/A 653M - (1996) Steel Sheet Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by Hot-Dip Process
- E. ASTM B 209M - (1995) Aluminum and Aluminum-Alloy Sheet and Plate (Metric)
- F. ASTM B 209 - (1996) Aluminum and Aluminum-Alloy Sheet and Plate
- G. ASTM C 423 - (1990; Rev. A) Sound Absorption and Sound Absorption Coefficients by the Reverberation Room Method
- H. ASTM C 553 - (1992) Mineral Fiber Blanket Thermal Insulation for Commercial and Industrial Applications
- I. ASTM C 1071 - (1991) Thermal and Acoustical Insulation (Mineral Fiber, Duct Lining Material)
- J. ASTM E 90 - (1997) Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements
- K. ASTM E 96 - (1995) Water Vapor Transmission of Materials
- L. NFPA 90A - (1996) Installation of Air Conditioning and Ventilating Systems
- M. SMACNA DCS - (1985) HVAC Duct Construction Standards - Metal and Flexible
- N. SMACNA FGDCS - (1992) Fibrous Glass Duct Construction Standards

- O. SMACNA SRM - (1991; Errata 1993) Seismic Restraint Manual Guidelines for Mechanical Systems
- P. UL 181 - (1996; R 1996) Factory-Made Air Ducts and Air Connectors
- Q. UL 723 - (1996) Surface Burning Characteristics of Building Materials

1.2 PRESSURE CLASSIFICATION

SMACNA DCS, Section 1, and as indicated.

1.3 DESIGN REQUIREMENTS

A. Duct Span Versus Reinforcement Schedule

Submit maximum duct dimension, board stiffness rating, board thickness, type and spacing of reinforcement, and maximum duct static pressure.

B. Sound Pressure Level Rating

1.4 SUBMITTALS

SD-01 Preconstruction Submittals

Sheet Metal, Insulation, Flashing, Anchoring, Dampers, Deflectors, Roof Coatings, Flexible Connectors, Duct Sleeves, Packing, and Closure Collars

SD-02 Shop Drawings

Sheet Metal Duct Systems, Insulation, Flashing, Flexible Connectors, Duct Sleeves, Packing, Anchoring Systems, Roof Coating Systems

SD-03 Product Data

Dampers
Insulation
Metal ducts
Flashing
Anchoring Systems

SD-08 Manufacturer's Instructions

Ductwork and ductwork accessories

1.5 QUALITY ASSURANCE

A. Modification of References

SMACNA Duct Construction Manuals: The SMACNA recommendations shall be considered as mandatory requirements. Substitute the word "shall" for the word "should" in these manuals.

B. Ductwork and Ductwork Accessories

Submit manufacturer's instruction including job inspection checklist, methods of on-site storage and handling, and recommended repair methods.

PART 2 - PRODUCTS

2.1 METAL DUCTS

A. Steel Ducts

ASTM A 653/A 653M galvanized steel sheet, lock-forming quality; coating designation G90.

2.2 DUCTS OF PRESSURE CLASSES 3 INCH WATER GAGE OR LESS

Construction, metal gage, hangers and supports, and reinforcements shall conform with SMACNA DCS, except that ducts with pressure classifications below 2 inch water gage that are located outside of the conditioned space shall have a seal class C. Ductwork shall be airtight and shall not vibrate or pulsate when system is in operation. Pressure sensitive tape shall not be used as a primary sealant on ductwork with pressure classifications above one inch water gage. Air leakage shall be less than 5 percent of the system capacity. Construct ductwork of prime galvanized steel.

A. Curved Elbows

Make a centerline radius not less than 1 1/2 times the width or diameter of the duct:

B. Laps

Make laps at joints in the direction of air flow. Space button-punch or bolt-connection in standing seams at fixed centers not greater than 150 mm 6 inches. Longitudinal locks or seams, known as "button-punch snap-lock," may be used in lieu of Pittsburgh Lock.

C. Fittings

Elbows, vaned elbows, take-offs, branch connections, transitions, splitters, volume dampers, flexible connections, and access doors shall conform with SMACNA DCS, Section 2. Provide factory fabricated air-tight, and noncorrosive test holes with screw cap and gasket.

2.3 CASINGS AND PLENUMS

Factory fabricated components with field installation. Furnish certified testing data from plenum or casing manufacturer obtainable directly from an independent acoustical laboratory, listing sound absorption and transmission loss characteristics of panel assembly. Sound absorption coefficients and sound transmission loss, determined by an independent laboratory, shall be in accordance with ASTM C 423 and ASTM E 90 respectively.

2.4 DUCT SLEEVES, PREPARED OPENINGS, AND CLOSURE COLLARS

A. *Duct Sleeves*

Fabricate from minimum 20 gage galvanized steel. Where sleeves are installed in bearing walls, provide structural steel sleeves. Size sleeves to provide 25 mm one inch clearance between duct and sleeve or between insulation and sleeve for insulated ducts.

B. *Prepared Openings*

Provide 25 mm one inch clearance between the duct and the sleeve, or 25 mm one inch clearance between insulation and sleeve for insulated ducts.

C. *Packing*

ASTM C 553, Type 1, Class B-2, mineral fiber.

D. *Closure Collars*

100 mm Four inches wide minimum, fabricated from minimum 20 gage galvanized steel.

2.5 DEFLECTORS

Factory-fabricated and factory- or field-assembled units consisting of curved turning vanes for uniform air distribution and change of direction with minimum turbulence and pressure loss. Provide curved vanes for square elbows.

2.6 DAMPERS

Construct dampers with galvanized sheet metal two gages heavier than ducts in which installed. Except as modified herein, the construction shall be of aluminum or galvanized steel with interlocking edges and maximum 250 mm 10 inch blade width. Conform with SMACNA DCS. Dampers shall be opposed-blade type. Damper blades shall be connected to the damper frame with a non-metallic anti-friction bushing. The blades shall be connected to the frame with a galvanized, zinc coated steel anti-friction bearing pin. The pin shall consist of a single or double row sealed, stainless steel, maintenance free, roller or ball bearing, lubricated for life with a full stroke test of 200,000 or more strokes in accordance with UL 555S. The bearing shall be pressed onto a steel shaft via a knurled stud. A slotted dowel pin is then inserted thru a hole connecting the two pins.

A. Manual Volume Dampers

Balancing, factory-fabricated type. Equip dampers with accessible mechanism such as quadrant operators or 5 mm 3/16 inch rods brought through the side of ducts with locking setscrew and bushing. Where quadrant operators are furnished, provide chrome plated or enamel painted type with exposed edges rounded.

PART 3 - EXECUTION

3.1 INSTALLATION

Conform to NFPA 90A, SMACNA DCS. Provide mounting and supporting of ductwork and accessories including, but not limited to, structural supports, hangers, vibration isolators, stands, clamps and brackets, access doors, and dampers. Provide electrical isolation between dissimilar metals. Electrical isolation may be fluorinated elastomers or sponge-rubber gaskets. Install ductwork accessories as indicated and as recommended by manufacturer's printed instruction. Allow clearance for inspection, repair, replacement, and service. Louvers, as required, in accordance with AMCA 501.

A. Ductwork

Air distribution systems shall operate with no chatter or vibration.

1. Field Changes to Ductwork

Those required to suit the sizes of factory-fabricated equipment actually furnished, shall be designed to minimize expansion and contraction. Use gradual transitions in field changes as well as modifications to connecting ducts.

2. Dampers

When installed on ducts to be thermally insulated, equip each damper operator with stand-off mounting brackets, bases, or adapters to provide clearance between the duct and operator not less than the thickness of insulation. Stand-off mounting items shall be integral with the operator or standard accessory of damper manufacturer.

3. Deflectors

Provide in square elbows, duct-mounted supply outlets, take-off or extension collars to supply outlets, and tap-in branch-off connections. Adjust supply outlets to provide air volume and distribution as [indicated or] specified or required.

4. Duct Sleeves, Prepared Openings, and Closure Collars

Provide for ductwork penetrations in floors, walls, and partitions through which metallic ductwork passes.

- a. Duct Sleeves: Fill space between duct and sleeve or between insulation and sleeve for insulated ducts with mineral fiber.
- b. Prepared Openings: Fill space between duct and opening or between insulation and opening for insulated ducts with mineral fiber.
- c. Closure Collars: Fit collars snugly around ducts or insulation. Grind edges of collar smooth to preclude tearing or puncturing insulation covering or vapor barrier. Provide nails with maximum 150 mm 6 inch centers on collars.

5. Packing

Pack spaces between sleeve or opening and duct or duct insulation with mineral fiber.

B. Duct Hangers and Supports

SMACNA DCS, Section 4. Provide seismic restraint complying with SMACNA SRM. Attach supports only to structural framing members and concrete slabs. Do not anchor supports to metal decking unless a means is provided and approved for preventing the anchors from puncturing the metal decking. Where supports are required between structural framing members, provide suitable intermediate metal framing. Provide retainer clips where C clamps are used.

1. Flexible Connectors

Provide flexible connectors between fans and ducts or casings and where ducts are of dissimilar metals. For round ducts, securely fasten flexible connectors by zinc-coated steel clinch-type draw-bands. For rectangular ducts, lock flexible connectors to metal collars.

3.2 FIELD QUALITY CONTROL

Administer and direct tests. Furnish instruments, equipment, connecting devices, and personnel for the tests. Notify GDOE Project Manager 7 days before inspection or testing is scheduled. Correct defects in work. Repeat tests until work is in compliance.

GENERAL PROVISIONS AND SUPPLEMENTARY CONDITIONS

END OF SECTION

ATTACHMENT II

ATTACHMENT III
SECTION 07600
FLASHING AND SHEET METAL

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Equipment schedule, photos and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

1.02 DESCRIPTION OF WORK

- A. The extent of each type of flashing and sheet metal work shall match existing layout and provisions of this section.
- B. The types of work specified in this section include the following:
 - 1. Stainless steel Metal counter flashing,; and base flashing.
 - 2. Miscellaneous stainless steel sheet metal accessories.
 - 3. Penetration flashing.

1.03 QUALITY ASSURANCE

- A. Standards: Sheet Metal and Air Conditioning Contractor's National Association (SMACNA), "Architectural Sheet Metal".
- B. Wind Loading: Design, Fabricate and install to resist combined positive and negative wind loading in accordance with IBC 2009, Section 1609 with Vmph of 170, qs of 74.0 psf, exposure C and importance factor 1.25, as applicable per ASCE 7.
- C. Comply with requirements of the applicable Building code, if more stringent than the requirements stated above.

1.04 SUBMITTALS

- A. Product Data: Flashing, Sheet Metal, Accessories: Submit manufacturer's product specifications, gauges and thickness, installation instructions and general recommendations for each specified sheet material and fabricated product.
- B. Samples: Flashing, Sheet Metal, Accessories: Submit eight-inch square samples of specified sheet materials to be exposed as finished surfaces.
- C. Shop Drawings: Flashing, Sheet Metal, Accessories: Submit shop drawings showing layout, joining, profiles, and anchorages of fabricated work, including valley flashing, major counter flashings, trim/fascia units, gutter, downspouts, scuppers and expansion joint systems; layouts at 1/4-inch scale, details at three-inch scale.

1.05 JOB CONDITIONS

- A. Coordinate work of this section with interfacing and adjoining work for proper sequencing of each installation. Ensure best possible weather resistance and durability of the work and protection of materials and finishes.

PART 2 – PRODUCTS

2.01 FLASHING AND SHEET METAL MATERIALS

- A. Sheet Metal Flashing/Trim:
- B. Stainless steel: AISI type 302/304. ASTM A 167, 2D annealed finish, 28 gauge, soft except where hard temper is required for forming or performance.
- C. Miscellaneous Material and Accessories:
- D. Solder: For use with steel, provide 50-50 tin/lead solder (ASTM B32), with rosin flux.
- E. Fasteners: Same metal as flashing/sheet/metal or, stainless steel as recommended by sheet manufacturer. Match finish or exposed heads with material being fastened.
- F. Mastic Sealant: Polyisobutylene: non-hardening, non-skinning, non-drying, non-migrating sealant.
- G. Elastomeric Sealant: Generic type recommended by manufacturer of metal and fabricator or components being sealed; comply with S TT-S-0027, TT-S00230, or TT-S001543.
- H. Adhesives: Type recommended by flashing sheet manufacturer for water-proof/weather-resistant seaming and adhesive application of flashing sheet and substitute.
- I. Reglets: Metal or plastic units of the type of profile as existing, compatible with flashing, non-corrosive.
- J. Metal Accessories: Provide sheet metal clips, straps, anchoring devices and similar accessory units as required for installation of work, matching or compatible with material being installed, non-corrosive, size and gauge required for performance.
- K. Elastic Flashing Filler Rods: Closed-cell polyethylene or other soft closed-cell material recommended by elastic flashing manufacturer as filler under flashing loops to ensure movement with minimum stress on flashing sheet.

2.02 FABRICATED UNITS

- A. General Metal Fabrication: Shop-fabricated work to greatest extent possible. Comply with applicable requirements of SMACNA "Architectural Sheet Metal Manual" and other recognized industry practices. Fabricate for waterproof and weather-resistant performance; with expansion provisions for running work, sufficient to permanently prevent leakage, damage or deterioration of the work. Form work to fit substrates. Comply with material manufacturer instructions and recommendations. Form exposed sheet metal work without excessive oil-canning, buckling and tool marks, true to line and levels as required, with exposed edges folded back to form hems.
- B. Seams: Fabricated non-moving seams in sheet metal with flat-lock seams. For metal other than aluminum, tin edges to be seamed, form seams, and solder. Form aluminum seams with epoxy

seam sealer; rivet joints for additional strength where required.

- C. Expansion Provisions: Where lapped or bayonet-type expansion provisions in work cannot be used, or would not be sufficiently water/weatherproof, from expansion joints of intermeshing hooked flanges, not less than one-inch deep, filled with mastic sealant (concealed within joints).
- D. Sealant Joints: Where movable, non-expansion type joints are required for proper performance of work, form metal to provide for proper installation of elastomeric sealant, in compliance with SMACNA standards.
- E. Separations: Provide for separation of metal from non-compatible metal or corrosive substrates by coating concealed surfaces at locations of contact, with bituminous coating or other permanent separation as recommended by manufacturer/fabricator.

PART 3 – EXECUTION

3.01 INSTALLATION REQUIREMENTS

- A. General: Except as otherwise indicated, comply with manufacturer's installation instructions and recommendations, and with SMACNA "Architectural Sheet Metal Manual". Anchor units of work securely in place by common methods, providing for thermal expansion of metal units; conceal fasteners where possible, and set units true to line and level as indicated. Install work with laps, joints and seams which will be permanently watertight and weatherproof.

3.02 ISOLATION REQUIREMENTS

- A. Wood Contact: Isolate sheet metal from cedar, redwood, oak and acid-treated lumber by means of unbroken 6-mil polyethylene construction sheet or heavy coating of metal protective paint.
- B. Dissimilar metals: Insulate juncture between dissimilar metals with heavy coating of insulating film.
- C. Concrete contact: Coat underside of sheet metal with asphaltum cement over horizontal concrete surfaces.
 - 1. Drainage: Where drainage from a dissimilar metal passes over aluminum, paint the dissimilar metal with non-lead pigmented paint.
 - 2. Underlayment: Where stainless steel or aluminum is to be installed directly on cementitious or wood substrates, install a course of paper slip sheet and a course of polyethylene underlayment.
- D. Bed Flanges of work in a thick coat of bituminous roofing cement where required for waterproof performance.
- E. Install reglets to receive counter flashing in manner and by common methods. Where shown in concrete, furnish reglets to trades of concrete work for installation. Where scheduled in masonry, furnish reglets to trades of masonry work.
- F. Install counter-flashing in reglets, either by shape-in seal arrangement, or by wedging in place for anchorage and filling reglet with mastic or elastomeric sealant, as required and depending on degree of sealant exposure.
- G. Install elastic Flashing in accordance with manufacturer's recommendations. Where required,

provide for movement at joints by forming loops or bellows in width of flashing. Locate cover or filler strips at joints to facilitate complete drainage of water from flashing. Seam adjacent flashing sheets with adhesive, seal and anchor edges in accordance with manufacturer's recommendations.

3.03 REPAIRS TO FINISH

- A. Scratches, abrasions and minor surface defects to finish may be repaired in accordance with manufacturer's printed instructions. Replace items which cannot be repaired.

3.04 CLEANING AND PROTECTION

- A. Clean exposed metals surfaces, removing substances which might cause corrosion of metal or deterioration of finishes.
- B. Protection: Installer shall advise Contractor of required procedures for surveillance and protection of flashings and sheet metal work during construction, to ensure that work will be without damage or deterioration, other than natural weathering, at time of substantial completion.

END OF SECTION 07600

ATTACHMENT III

ATTACHMENT IV

SECTION 07900 JOINT SEALERS

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK

- A. Provide sealants as required and specified, complete. Principal item of work is sealing of openings and joints specified and required to make entire building affected by duct installation works and through roof and wall penetrations weather and water tight. This section contains general specifications for sealing throughout the project.
- B. The applications for joint sealants are indicated in the Sealant Schedule at the end of this section.

1.02 SUBMITTALS

- A. Product Data: Submit manufacturer's specifications, recommendations, handling, installation and curing instructions for each type of sealant, and associated miscellaneous material required.
- B. Samples: Submit two-inch long samples of each color required for each type of sealant exposed to view.

1.03 DELIVERY

- A. Deliver materials to the job in original unopened containers bearing manufacturer's name, product designation and date of manufacture.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. General Sealant Performance Requirements: Provide standard colors typically applied to exterior duct work or, if not otherwise indicated, as selected by GDOE Project Manager from manufacturer's standard colors. Select materials for compatibility with joint surfaces and other affected exposures, and except as otherwise indicated select modulus of elasticity and hardness or grade recommended by manufacturer for each application.
- B. Sealant No. 1 – Multi-Component Polyurethane Sealant: Polyurethane-based, 2-part elastomeric sealant, complying with FS TT-S-00227, Class A, Type 2 (non-sag).

Provide one of the following products:

Dymeric: Tremco, Inc.

Dynatroll II: Pecora Corp.

Rubbercalk 210: Products Research and Chemical Corp.

Sikaflex – 2c NSA, Sika Corporation

- C. Sealant No. 2- Two-component polysulfide sealant: Polysulfide-based, 2-part elastomeric sealant, complying with FS TT-S-227, Class A, Type 2 (non-sag).

Provide one of the following:

Dap Flexseal Two-part: Dap, Inc.
GC5 Synthacalk: Pecora Corp.
Rubbercalk 350: Products Research & Chemical Corp.

- D. Sealant No. 3 – One-component Polyurethane Sealant: Polyurethane-based, one-part elastomeric sealant, complying with FS TT-S-00230, Type 2 (non-sag).

Provide one of the following products:

Dymonic: Tremco, Inc.
Rubbercalk 6000: Products Research & Chemical Corp.
Sikaflex – 1a, Sika Corporation
Sonneborn NP-1, Sonneborn

- E. Sealant No. 4– One-component Polysulfide Sealant: Polysulfide based, one-part elastomeric sealant, complying with FS TT-S-00230, Class A, Type II (non-sag)

Provide one of the following products:

Flexseal: Dap, Inc.
GC-9 Synthacalk: Pecora Corp.
Rubbercalk 5000-S or 7000: Products Research & Chemical Corp.

- F. Sealant No. 5 – One-component Acrylic Sealant: Acrylic Terpolymer, solvent-based, one-part, thermoplastic sealant compound; solids not less than 95% acylic; complying with FS TT-S-00230, Class B, Type II; recommended by manufacturer for general use as an exposed building construction sealant.

Provide one of the following products:

One Part Acrylic: Dap Inc.
Mono: Tremco, Inc.
60+ Unicrylic: Pecora Corp.

- G. Sealant No. 6 - Butyl Rubber Sealant: Polymerized butyl rubber and inert fillers (pigments), solvent-based with minimum 75% solids, non-sag consistency, tack-free time of 24 hours or less, paintable, non-staining; complying with FS TT-S-001657

Provide one of the following products:

BC 158 Butyl Rubber; Pecora Corporation

Butyl-Flex: Dap, Inc.

Tremco Butyl Sealant: Temco, Inc.

- H. Compressible Joint Filler: Manufacturer's standard open-cell, flexible foam strip of polyurethane or other weather-resistant foam, saturated with butylene or other nondrying liquid sealant/adhesive, to a formulation which will form a paintable watertight joint at fifty percent compression, without staining, migrating, hardening or other performance failure.

SANDELL MFG. CO. "Poly-tite".

Distributor: George Woods & Assoc. (213)941-7426

12321 Moline Drive, Whittier, CA

2.02 MISCELLANEOUS MATERIALS

- A. Joint Primer/Sealer: Provide type of joint primer/sealer recommended by sealant manufacturer for joint surfaces to be primed or sealed.
- B. Bond Breaker Tape: Polyethylene tape or other plastic tape as recommended by sealant manufacturer to be applied to sealant contact surfaces where bond to substrate or joint filler must be avoided for proper performance of sealant. Provide self-adhesive tape where applicable.
- C. Sealant Backer Rod: Compressible rod stock of polyethylene foam, polyethylene jacketed polyurethane foam, butyl rubber foam, neoprene foam or other flexible, permanent, durable non-absorbable material as recommended by sealant manufacturer for compatibility with sealant.

PART 3 - EXECUTION

3.01 MANUFACTURER'S INSTRUCTIONS

- A. Comply with manufacturer's printed instructions except where more stringent requirements are required or specified, and except where manufacturer's technical representative directs otherwise.

3.02 JOINT PREPARATION

- A. Clean joint surfaces immediately before installation of sealant or caulking compound. Remove dirt, unsecure coatings, moisture and other substances which could interfere with bond of sealant or caulking compound. Etch concrete and masonry joint surfaces as recommended by sealant manufacturer. Roughen vitreous and glazed joint surfaces as recommended by sealant manufacturer.
- B. Prime or seal joint surfaces where indicated, and where recommended by sealant manufacturer. Do not allow primer/sealer to spill or migrate onto adjoining surfaces.

3.03 INSTALLATION

- A. Set joint filler units at proper depth or position in joint to coordinate with other work, including installation of bond breakers, backer rods and sealants. Do not leave voids or gaps between ends of joint filler units.
- B. Install sealant backer rods for sealants, except where shown to be omitted or recommended to be omitted by sealant manufacturer for application indicated.
- C. Install bond breaker tape where indicated and where required by manufacturer's recommendations to ensure that elastomeric sealants will perform properly.

- D. Employ only proven installation techniques, which will ensure that sealant are deposited in uniform, continuous ribbons without gaps or air pockets, with complete “wetting” of joint bond surfaces equally on opposite sides. Except as otherwise indicated, fill sealant rabbet to a slightly concave surface, slightly below adjoining surfaces. Where horizontal joints are between a horizontal surface and vertical surface, fill joint to form a slight cove, so that joint will not trap moisture and dirt. Seal joints before adjacent surfaces are waterproof or painted.
- E. Install sealant to depths as required, or, if not shown, as recommended by sealant manufacturer but within the following general limitations, measured at center (thin) section of bead:
- F. For joints sealed with non-elastomeric sealants, fill joint to a depth in range of 75 percent to 125 percent of joint width.

3.04 SPILLAGE

- A. Do not allow sealants or compounds to overflow or spill onto adjoining surfaces, or to migrate into voids of adjoining surfaces. Clean adjoining surfaces by whatever means may be necessary to eliminate evidence of spillage.
- B. Recess exposed edges of exposed joint fillers slightly behind adjoining surfaces, unless otherwise shown, so that compressed units will not protrude from joints.
- C. Bond ends of joint filler together with adhesive or “weld” by other means as recommended by manufacturer to ensure continuous watertight and airtight performance.

3.05 SEALANT SCHEDULE

A. Exterior Joints:

- 1. Joints between metal frame and precast concrete, poured-in-place concrete, or masonry, any joint or surface in contact to elastomeric roofing:

Sealant No. 1
Sealant No. 3

- 2. Joints between poured-in-place concrete sections and precast concrete sections and between precast sections:

Sealant No. 1

- 3. Expansion and control joints:

Sealant No. 1

- 4. Exterior sills, jambs, and heads of window frames, door frames, louvers and similar openings, and where metal, wood or other materials or join masonry, concrete or each other:

Sealant No. 1
Sealant No. 3

6. Other exterior joints as indicated or shown:

Sealant No. 1

Sealant No. 3

7. Joints between concrete column and concrete masonry wall:

Sealant No. 3

B. Interior Joints:

1. Expansion and Control Joints:

Sealant No. 1

Sealant No. 3

2. Hidden metal-to-metal joints excepted to undergo minimal movement:

Sealant No. 6

3. Joints between plumbing fixtures and at wet areas:

Sealant No. 6

4. Other interior joints as indicated or shown:

Sealant No. 5

Sealant No. 6

END OF SECTION 07900

ATTACHMENT IV

ATTACHMENT V

SECTION 1500 MECHANICAL GENERAL REQUIREMENTS

PART 1 - GENERAL

1.01 APPLICATION

This section applies to all sections of Division 15, Mechanical of this project.

1.02 LAWS, REGULATIONS AND CODES

All work shall be in accordance with government laws, ordinances, rules, regulations, and orders.

The following shall govern where applicable: The Uniform Building Code, The International Plumbing Code, The Uniform Mechanical Code, OSHA Rules and Regulations, and all other codes and standards referenced in these specifications. Where requirements differ in these codes and standards, the more stringent shall apply.

1.03 TRADE NAMES

Mentioning of a trade name indicates that the manufacturer is acceptable to both the Contractor and GDOE Project Manager. However, certain specified construction and details may not be regularly included in the manufacturer's catalogued product. The Mechanical Contractor shall provide the material or equipment complete as specified.

1.04 AVAILABILITY OF EQUIPMENT AND MATERIALS

Specified equipment and materials may not be available locally and must be ordered off-island. This does not give Contractor the option to substitute non-complying materials or equipment that are locally available.

1.05 DEFINITIONS

"As directed" shall mean that the Mechanical Contractor shall seek instructions of the GDOE Project Manager.

"As indicated" shall mean as shown on photos/existing layout.

"As necessary" shall mean that the item shall be provided if necessary to have all systems complete, tested, and ready for operation.

"Furnish" shall mean that the Mechanical Contractor shall furnish item indicated, installation may be done under another work.

"Mechanical Contractor" shall mean the Air Conditioning Contractor.

"Provide" shall mean the Mechanical Contractor shall furnish and install item indicated.

"Or approved equal" used after a trade name shall mean that the trade name mentioned will be used as a basis of comparison and that all makes of similar item will be considered, provided that, in the opinion of the GDOE Project Manager, substituted item has equal or better quality than the trade name mentioned.

"Or approved equivalent as manufactured by" shall mean that only products of manufacturers mentioned in the paragraph are acceptable to the GDOE Project Manager.

1.06 SUBMITTALS

Submit three (3) sets of shop drawings, manufacturer's data and certificates for equipment, materials and finish, and pertinent details for each system where specified in each individual section, and have them approved before procurement, fabrication, or delivery of the items to the job site. Partial submittals will not be acceptable and will be returned without review. Submittals shall include the manufacturer's name, trade name, catalog model or number, nameplate data, size, layout dimensions, capacity, project specification and paragraph reference, applicable industry, and technical society publication references, and other information necessary to establish contract compliance of each item the Contractor proposes to furnish.

Shop Drawings: Drawings shall be a minimum of 8.5 inches by 11 inches in size, except as specified otherwise. Drawings shall include proposed layout, sectional views, and installation details of equipment; and equipment spaces identifying and indicating proposed location, layout and arrangement of items of equipment, accessories, anchoring, flashing, ductwork, and other items that must be shown to assure a coordinated installation. Drawings shall indicate adequate clearance for operation, maintenance, and replacement of duct sections and anchoring systems and devices. If equipment and materials are disapproved, drawings shall be revised to show acceptable equipment and materials and be resubmitted.

Manufacturer's Data: Submittals for each manufactured item shall be manufacturer's descriptive literature of cataloged products, equipment drawings, diagrams, performance and characteristic curves, and catalog cuts.

Standards Compliance: When materials or equipment must conform to the standards of organizations such as the American National Standards Institute (ANSI), American Society for Testing and Materials (ASTM), National Fire Protection Association (NFPA), Sheet Metal and Air Conditioning Contractor's National Association (SMACNA) and Underwriters Laboratories (UL), proof of such conformance shall be submitted to the GDOE Project Manager for approval. If an organization uses a label or listing to indicate compliance with a particular standard, the label or listing will be acceptable evidence, unless otherwise specified in the individual sections.

Certificates of Conformance or Compliance: Submit certification from the manufacturer attesting that materials and equipment to be furnished for this project comply with the requirements of this specification and of the reference publications. Pre-printed certification will not be acceptable; certifications shall be in the original. The certification

shall not contain statements that could be interpreted to imply that the product does not meet all requirements specified, such as "as good as"; "achieve the same end use and results as materials formulated in accordance with the referenced publications"; "equal or exceed the service and performance of the specified material". The certification shall simply state that the product conforms to the requirements specified.

1.07 OPERATION AND MAINTENANCE MANUAL

For each piece of equipment, furnish an operation and maintenance manual. Furnish three (3) copies of the manual bound in hardback binders or an approved equivalent. Furnish one complete manual prior to the time that equipment tests are performed, and furnish the remaining manuals before the contract is completed. Inscribe the following identification on the cover: the words OPERATION AND MAINTENANCE MANUAL, the name and location of the equipment or the building and the name of the Contractor. The manual shall include the names, addresses, and telephone numbers of each subcontractor installing equipment, and of the local representatives for each item of equipment. The manual shall have a table of contents and be assembled to conform to the table of contents with the tab sheets placed before instructions covering the subject. The instructions shall be legible and easily read, with large sheets of drawings folded in. The manual shall include: data to explain detailed operation and control of each item of equipment; description of the function of each principal item of equipment; the procedure for operation; installation instructions; maintenance instructions; lubrication schedule including type, grade, temperature range, and frequency; safety precautions, diagrams, and illustrations; test procedures; performance data; and parts list. The parts lists for equipment shall indicate the sources of supply, recommended spare parts, and the service organization which is reasonably convenient to the project site. The manual shall be complete in all respects for equipment, accessories, and associated appurtenances provided.

1.08 DELIVERY AND STORAGE

Equipment and materials shall be carefully handled, properly stored, and adequately protected to prevent damage before and during installation. Damaged or defective items shall be replaced.

1.09 CATALOGED PRODUCTS

Materials and equipment shall be cataloged products of manufacturers regularly engaged in production of such materials or equipment and shall be manufacturer's latest design that complies with the specification requirements. Materials and equipment shall duplicate items that have been in satisfactory commercial or industrial use at least two years prior to bid opening. Where two or more items of the same class of equipment and/or materials are required, these items shall be products of a single manufacturer; however, the component parts of the items need not be the products of the same manufacturer. Each item of equipment and/or materials shall have the manufacturer's name, address, model number, and serial number on the nameplate securely affixed in a conspicuous place; the nameplate of the distributing agent will not be acceptable.

1.10 SAFETY REQUIREMENTS

Belts, pulleys, chains, gears, couplings, projecting setscrews, keys and other rotating parts located so that any person can come in close proximity thereto shall be fully enclosed or properly guarded.

1.11 MANUFACTURER'S RECOMMENDATIONS

Where installation procedures or any part thereof are required to be in accordance with the recommendations of the manufacturer of the material being installed, printed copies of these recommendations shall be furnished to the GDOE Project Manager prior to installation. Installation of the item will not be allowed to proceed until the recommendations are received. Failure to furnish these recommendations can be cause for rejection of the material.

1.12 WORK INCLUDED IN OTHER SECTIONS

The following are included under Electrical Work

Power Wiring: All power wiring, including final hook-up to all mechanical equipment will be provided under the close supervision of GDOE Project Manager or GDOE Electrical personnel. Where control devices are required on power wiring such as a motorized dampers or high temperature limit control for exhaust systems, the control devices shall be installed by the Mechanical Contractor but shall be wired by the Electrical Contractor.

1.13 WORK TO BE DONE IN ACCORDANCE WITH OTHER SECTIONS

All electrical work and control wiring, included under Mechanical Work, shall be coordinated with GDOE Project Manager.

Painting shall be done in accordance with specifications and coordinated with GDOE Project Manager.

All ductwork exposed in finished areas shall be painted to match adjacent surface color.

All ferrous metals that are not factory finish coated shall be painted, unless covered with insulation or embedded in concrete.

1.14 AS-BUILT DRAWINGS

The Contractor shall maintain at the site one (1) copy of all Drawings, Specifications, Addenda, approved Shop Drawings, Change Orders, and other modifications, in good order and marked to record all changes made during construction. These shall be made available to the Owner.

At the conclusion of the work, the Mechanical Contractor shall incorporate all changes made, as recorded, the set of reproducible in a clear, legible and reproducible manner. As-built plans will be drawn in AutoCAD 2000 format and submitted three (3) copies each in both hard copy 11" X 17" and CD file. As a condition for acceptance of work, "as-built" reproducible shall be signed by Mechanical Contractor attesting that all changes have been incorporated, dated and delivered to the Owner.

1.15 RELATED SECTIONS: SECTION 15500 - AIR CONDITIONING AND VENTILATION SYSTEMS

END OF SECTION 1500
ATTACHMENT V

ATTACHMENT VI

SECTION 15500 AIR CONDITIONING AND VENTILATION SYSTEMS

PART 1 - GENERAL

1.01 SCOPE OF WORK

Work included: Air conditioning and ventilation required for this Work is indicated in the photos and equipment schedule includes, but is not necessarily limited to:

Air conditioning and ventilation equipment.

Ductwork and accessories.

Diffusers, Grilles, and Registers.

Insulation.

All other items required for a complete and operating air conditioning and ventilation systems.

1.02 QUALITY ASSURANCE

Qualifications of installers

For the actual fabrication, installation, and testing of work under this Section, use only thoroughly trained and experienced workmen completely familiar with the items required and shall be under full supervision of Manufacturer's Technical Representative.

In acceptance or rejection of installed work, the Guam Department of Education will make no allowance for lack of skill on the part of workmen.

Codes and standards: In addition to complying with all pertinent codes and regulations, comply with all pertinent recommendations contained in the Standards listed below, latest edition, as published by the Sheet Metal and Air Conditioning Contractor's National Association.

SMACNA & NFPA

HVAC Metal Duct Standards.

HVAC Systems Testing, Adjusting, and Balancing.

1.03 SUBMITTALS

General: Comply with the provisions of Section 15000.

Product Data: Within 10 calendar days after award of the Contract, submit:

Following items proposed to be furnished and installed under this section.

All Duct Related Systems and Accessories

Diffusers, Grilles and Registers

Insulation

Shop Drawing showing all details of the proposed installation, and the interface of ducts, piping, equipment to duct transitions, anchoring systems, and through roof penetrations and sealing methods with all other items.

Manufacturer's recommended installation procedures which, when approved by the GDOE Project Manager, will become the basis for inspecting and accepting or rejecting actual installation procedures used on the Work.

Record Documents: During progress of the Work, maintain an accurate record of all changes made in the air conditioning and ventilating systems from the layout and materials shown on the approved submittals.

Manual: Upon completion of this portion of the Work, and as a condition of its acceptance, deliver to the GDOE Project Manager three (3) copies of the operations and maintenance Manual. Include in each copy of the Manual a copy of the Record Documents.

Anchoring Systems: Submit for approval along with shop drawings.

1.04 PRODUCTS HANDLING

Protection: Use all means necessary to protect the materials of this Section before, during, and after installation and to protect the work and materials of all other trades.

Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the GDOE Project Manager and at no additional cost to the Owner.

PART 2 - PRODUCTS

2.01 EQUIPMENT & MATERIALS

General: All equipment and materials shall be the capacity, approximate dimensions and types shown on the Equipment Schedule, Specifications and Photos, and shall be the listed manufacturer and model number or shall be an equal approved as provided in submittals by the Contractor and approved in advance by the GDOE Project Manager.

Single Source: For ease of maintenance and parts replacement, to the maximum extent possible use equipment of a single manufacturer.

The GDOE Project Manager reserves the right to reject any materials list which contains equipment from various manufacturers if suitable materials can be secured from fewer manufacturers, and to require source of materials to be unified to the maximum extent possible.

2.02 DUCTWORK

Air conditioning ducts shall be fabricated from prime grade galvanized steel sheets.

2.03 DUCTWORK ACCESSORIES

Volume dampers shall be factory fabricated of galvanized steel, at least 2 gauges heavier than duct where dampers are installed, single-bladed for duct depths up to 10", opposed blade type for ducts with depths more than 10" complete with indicating locking quadrants. Volume dampers for installation above plaster ceilings shall have remote damper operators mounted on plaster ceilings.

Turning vanes shall be factory fabricated of galvanized steel, with double-walled blades rolled from a single sheet of metal, assembled over precision-formed tenons on the side pieces. Turning vanes shall be screwed or riveted into the duct elbow.

2.04 AIR INLETS AND OUTLETS

The following items are products of "Tuttle and Bailey" (Hart & Cooley). All air outlets shall be factory-finish painted to match adjacent surface color. Contractor shall submit manufacturers color chart for color selection by the GDOE Project Manager.

Outside air and exhaust air grilles shall be Series A11 aluminum registers with A45 frame, 1-1/4" margin, horizontal bars set at 40 degrees, and opposed blade volume dampers.

Linear diffusers shall be aluminum, to match existing.

2.05 INSULATION, ADHESIVES, TAPES, SEALERS

All insulation, adhesives, tapes and sealers shall have a flame spread rating of not more than 25 and a smoke developed rating of not more than 50 when tested in accordance with ASTM E84.

External Air Conditioning Duct Insulation shall be 2" thick faced fiberglass duct wrap, Type FRK25, Series ED-100 as manufactured by "Owens-Corning" or approved equal as manufactured by "Johns-Manville" or "Certain Teed".

All insulation exposed to outdoors shall have additional stainless steel jacketing.

Adhesives, sealers and tapers, for use in the application of insulation shall be as recommended by the insulation manufacturer, products of "Minnesota Mining and Manufacturing Co.", "Benjamin Foster", or "United Sheet Metal Company".

2.06 OTHER MATERIALS

All other materials, not specifically described but required for a complete and proper installation, shall be as selected by the Contractor subject to the approval of the GDOE Project Manager.

PART 3 - EXECUTION

3.01 SURFACE CONDITIONS

Inspection

Prior to all work of this Section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence.

Verify that the work of this Section may be completed in strict accordance with all pertinent codes and regulations, the approved Shop Drawings, and the manufacturers' recommendations.

Discrepancies

In the event of discrepancy, immediately notify the GDOE Project Manager. Do not proceed in areas of discrepancy until all such discrepancies have been fully resolved.

3.02 DUCTWORK

Low pressure galvanized steel air conditioning ducts shall be fabricated and erected in accordance with the SMACNA HVAC Metal Duct Standards. Beading and crossbreaking are both acceptable. Longitudinal seams shall either be the Pittsburgh lock or Acme locked grooved seam. Button punch snap lock may be used with 1/2" pocket depth for gauge 26 material, 1/2" or 5/8" for gauge 24 and 5/8" for heavier material. Round elbows with standard elbows may be used in lieu of rectangular vaned elbow.

All square elbows in all ductwork shall be provided with double thickness turning vanes. All branch take-offs shall be provided with opposed blade volume dampers.

Duct dimensions shown are net outside dimensions.

3.03 INSULATION

All air conditioning ducts shall be provided with 2" thick interior insulation.

Self-sealing adhesive strips, if/as required shall be pressed in place only with nylon tools to be provided for that specific purpose.

3.04 INSTALLATION OF REGISTERS AND DIFFUSERS

Install and connect all registers and diffusers, in original locations, securely anchoring each item in place and sealing with rubber gaskets to prevent leakage.

3.05 TEST REPORTS

Completed test report forms and data sheets be submitted in triplicate after testing and balancing is completed. Report form and data sheets shall be as follows:

Exhaust/Return Air Data Sheets - indicating all data on fan/ahu/fcu nameplate, current characteristics to fan motor, suction and discharge static pressures, total fan cfm, and cfm through each exhaust/return register(s).

All other readings required to include supply air are to be recorded under balancing and test requirements.

3.06 CLOSING-IN OF UNINSPECTED WORK

General: Do not allow or cause any of the work of this Section to be covered up or enclosed until it has been inspected, tested, and approved by the GDOE Project Manager and by all other authorities having jurisdiction.

Uncovering: Should any of the work of this Section be covered up or enclosed before it has been completely inspected, tested, and approved, do all things necessary to uncover all such work. After the work has been completely inspected, tested, and approved, provide all materials and labor necessary and make all repairs necessary to restore the work to its original and proper condition at no additional cost to the Owner.

3.07 COOPERATION WITH OTHER TRADES

Do all things necessary to cooperate with other trades in order that all systems in the Work may be installed in the best arrangement. Coordinate as required with all other trades to share space in common areas and to provide the maximum of access to each system.

3.08 TESTING

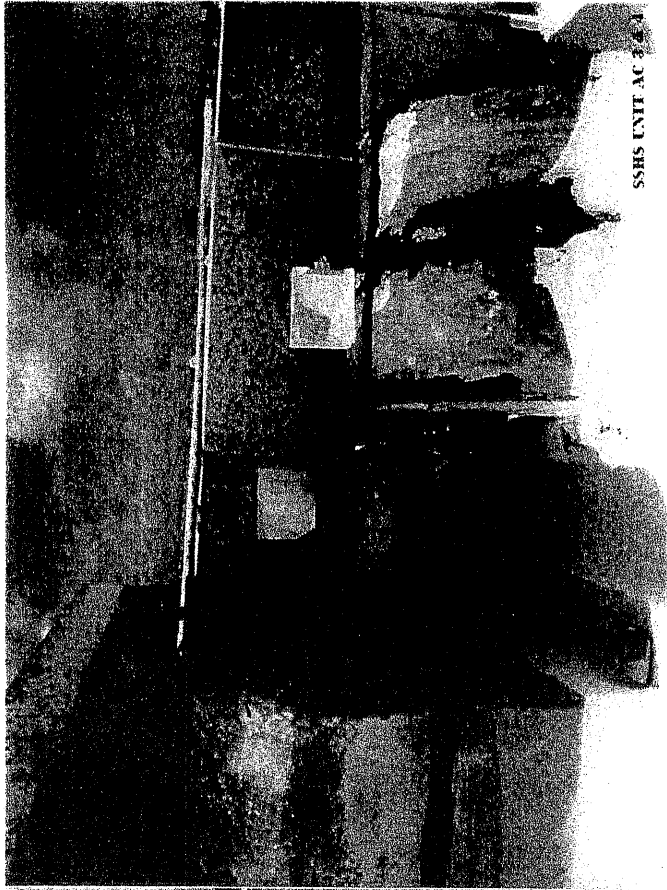
General: Provide all necessary personnel, equipment, and services and perform all tests necessary to demonstrate the integrity of the completed installation to the approval of the GDOE Project Manager and all other authorities having jurisdiction. Make all adjustments necessary to balance the complete system in accordance with the project scope and Shop Drawings.

Air Balancing: Perform in accordance with SMACNA HVAC Systems Testing, Adjusting, and Balancing Manual. Take and record readings of all supply and return CFM before any removal work. Balance to record CFM. Note that return CFM will become exhaust CFM.

3.09 INSTRUCTING

Upon completion of all required testing and balancing, and at a date set by the GDOE Project Manager to coincide with the Owner's acceptance of the completed Work, furnish all necessary personnel and thoroughly indoctrinate and instruct the Owner's maintenance and operation personnel in all aspects of operation and maintenance of the installed systems. Demonstrate the contents of the Operation and Maintenance Manual and Shop Drawings to ensure that the Owner's personnel are thoroughly familiar with all aspects of operation and maintenance of the installed systems.

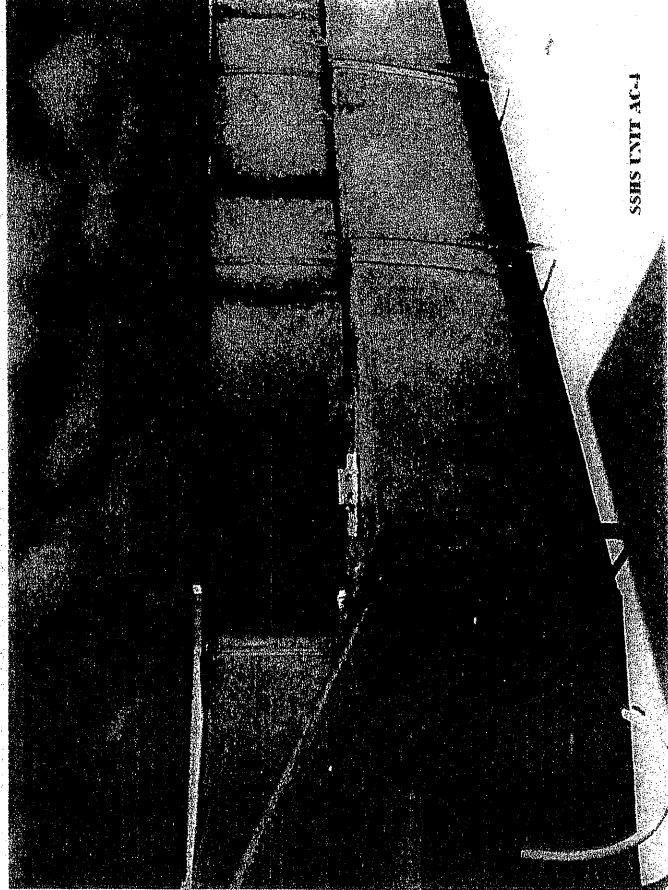
END OF SECTION 1550
ATTACHMENT VI



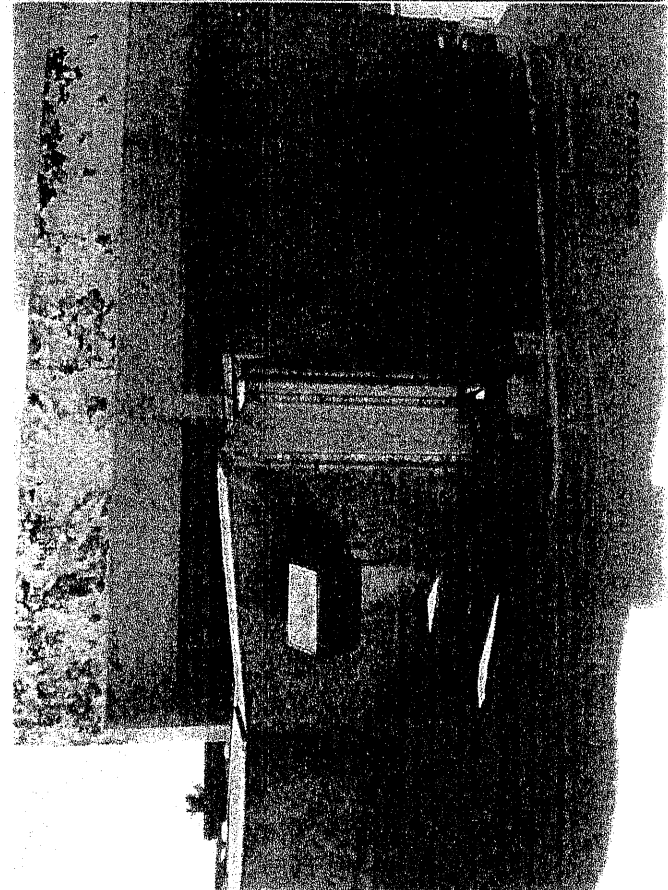
SSHS UNIT AC 3 & 4

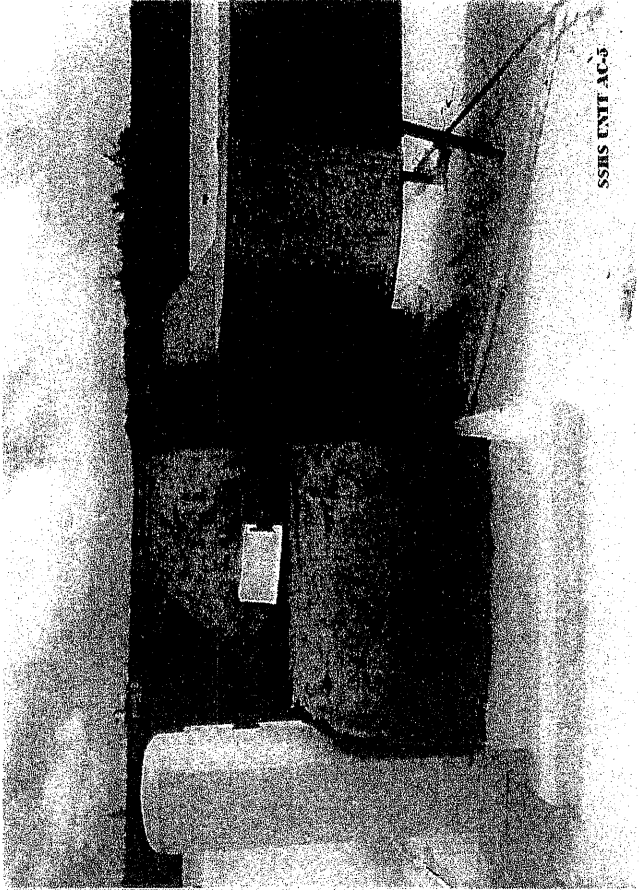
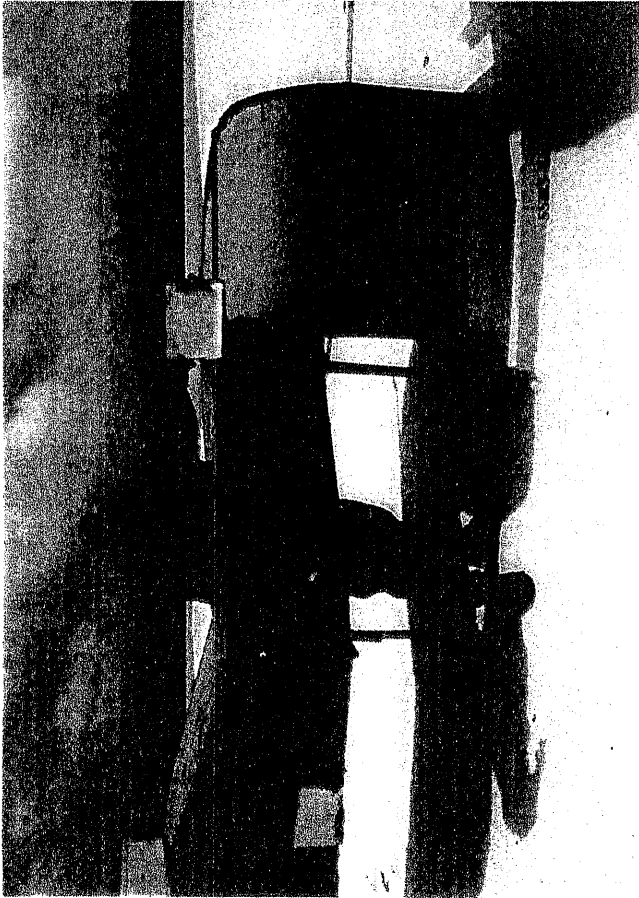


SSHS UNIT AC 2

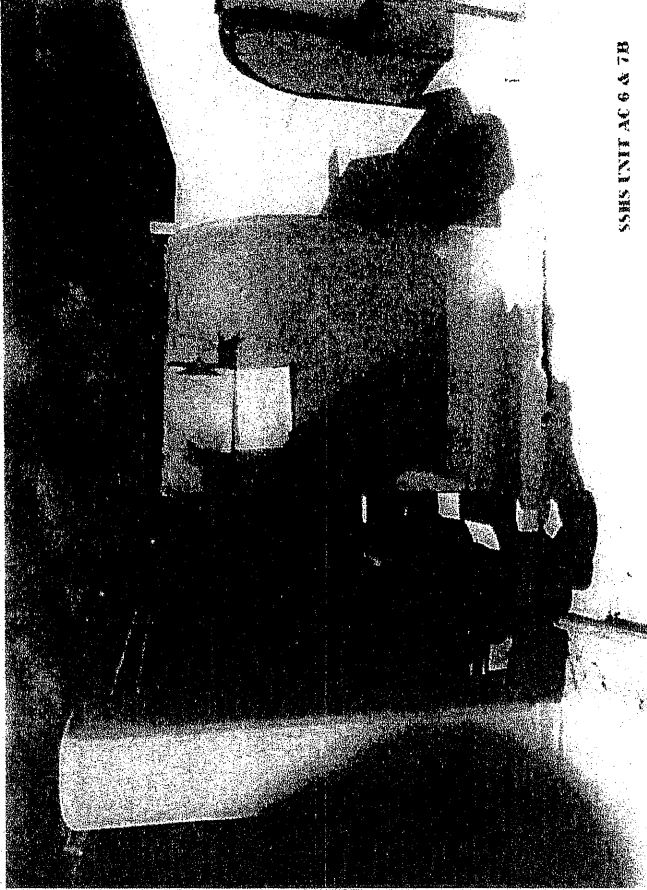
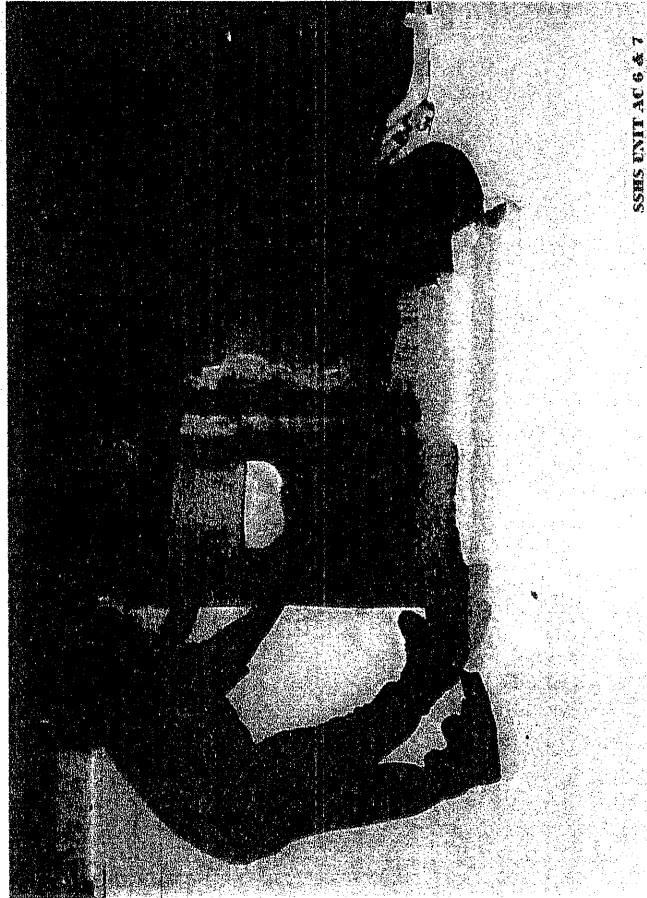


SSHS UNIT AC-1



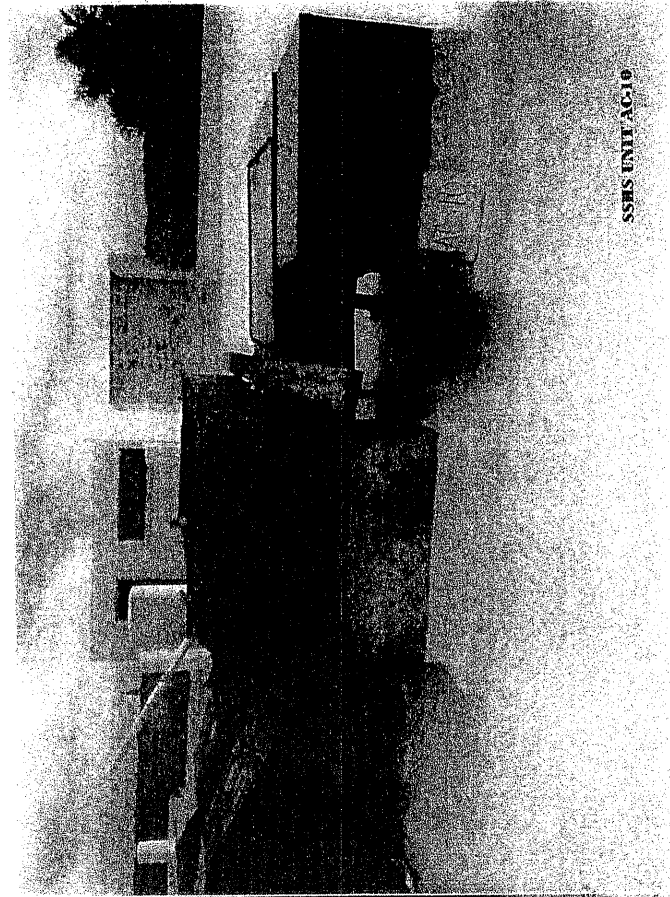
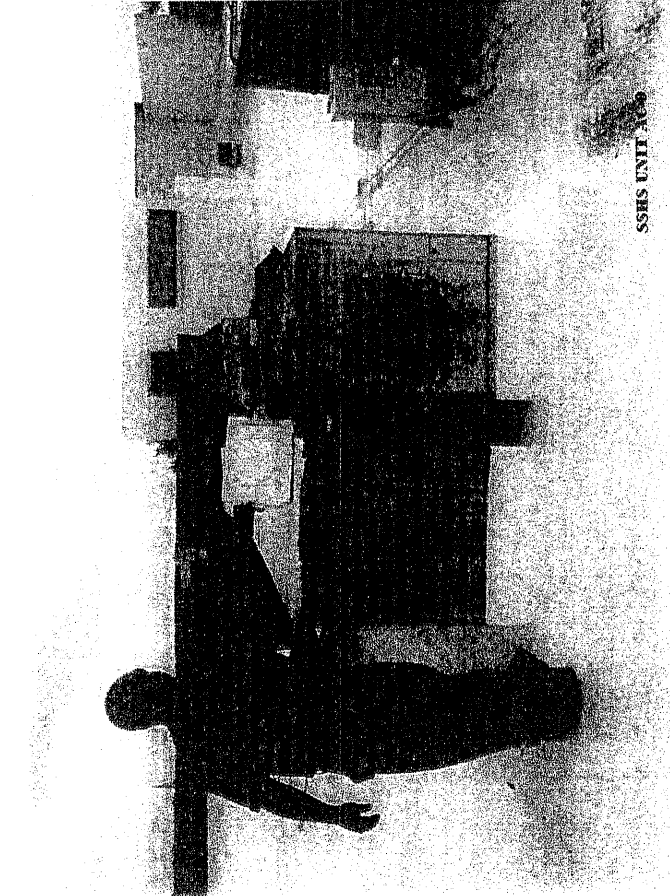


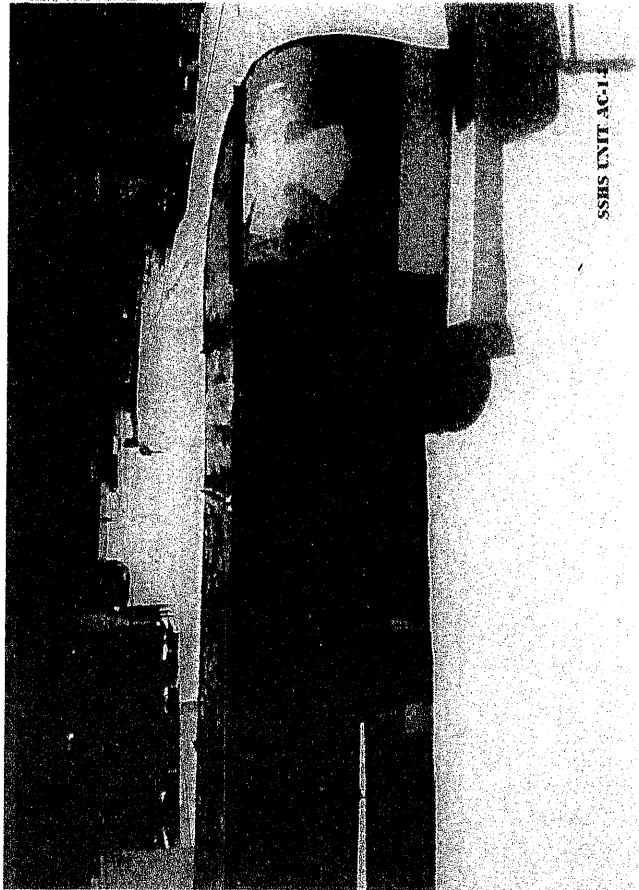
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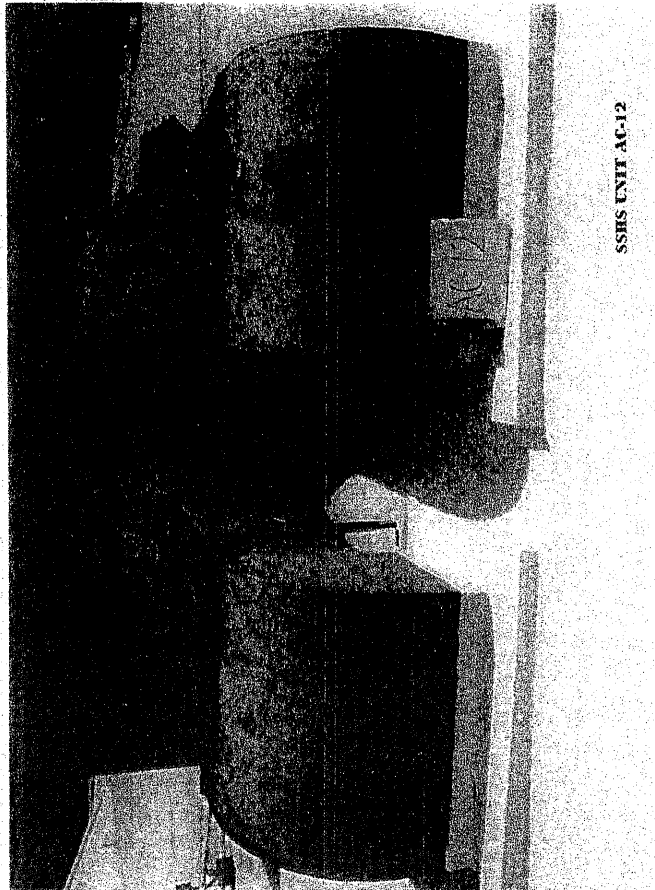
SSHS UNIT AC 6 & 7

SSHS UNIT AC 6 & 7B

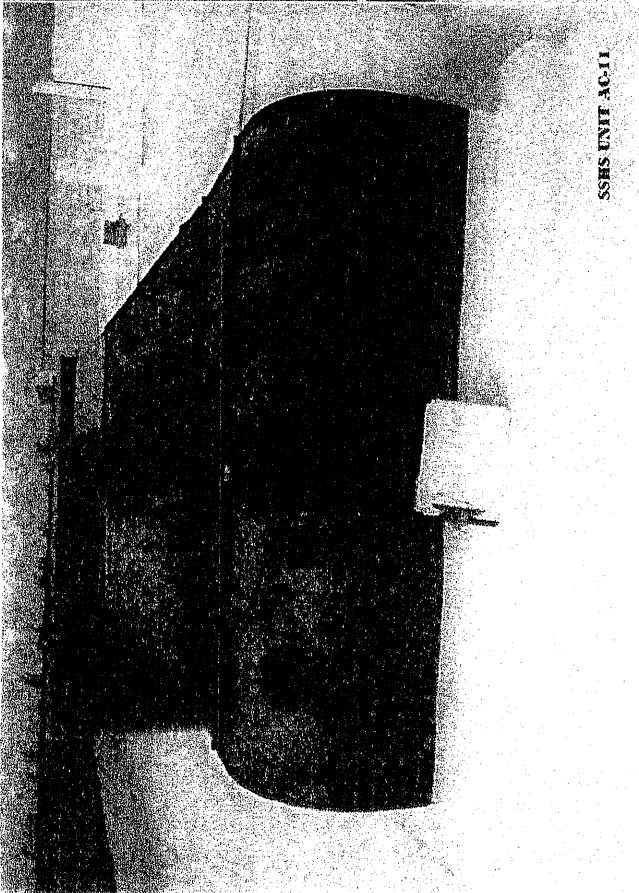




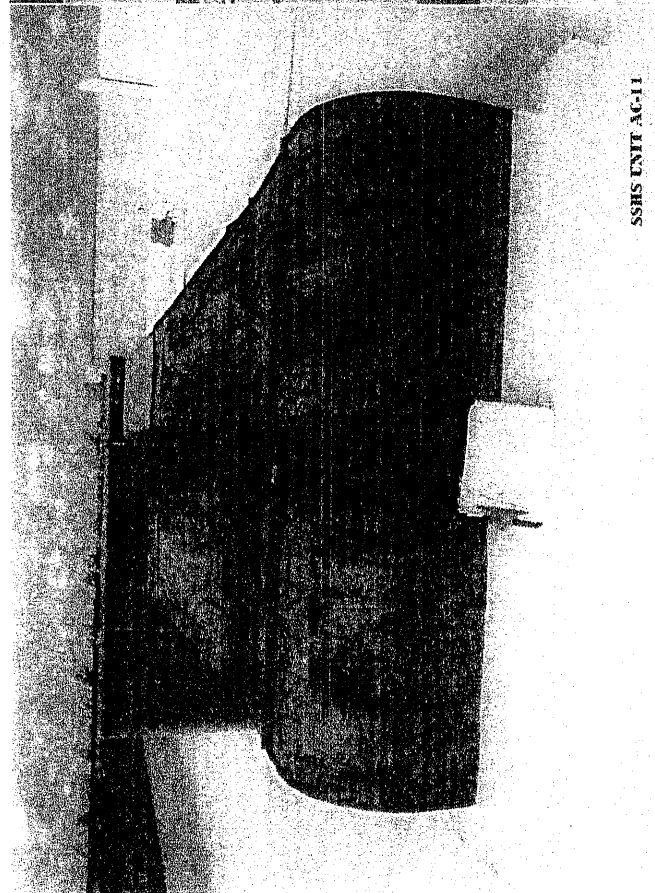
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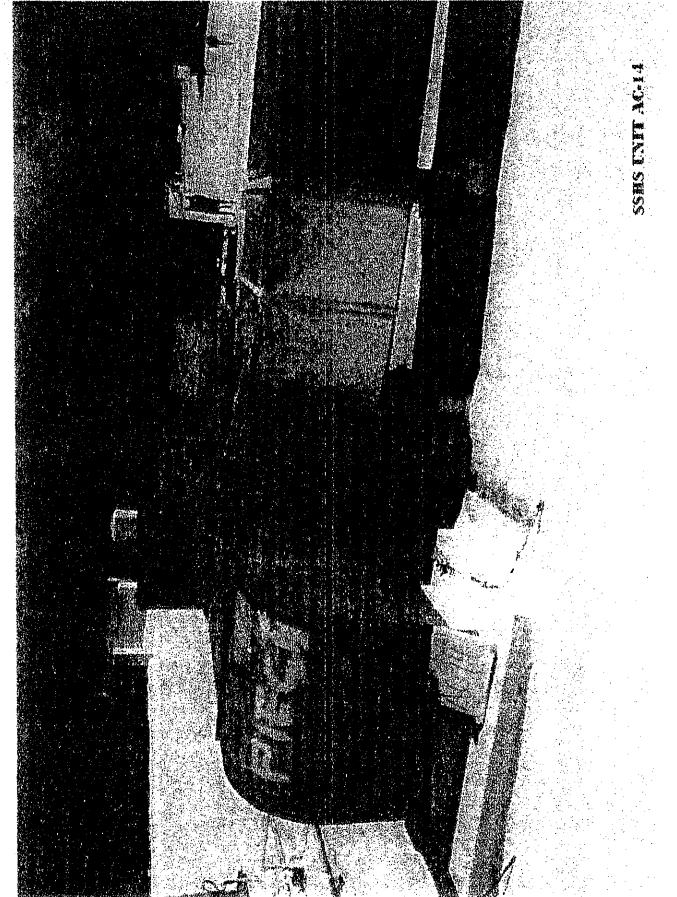
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SSHS UNIT AC-11

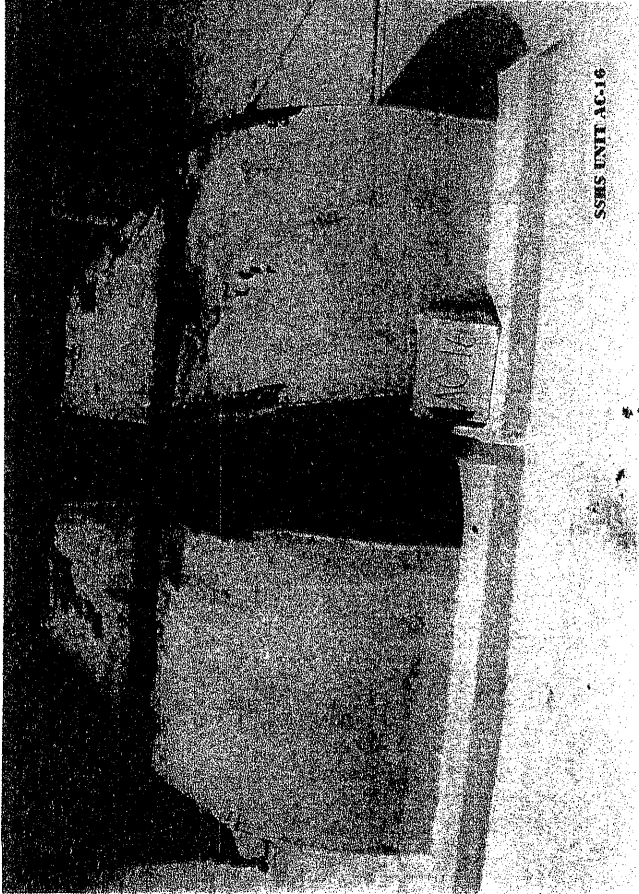


SSHS UNIT AC-11





SSHS UNIT AC-17



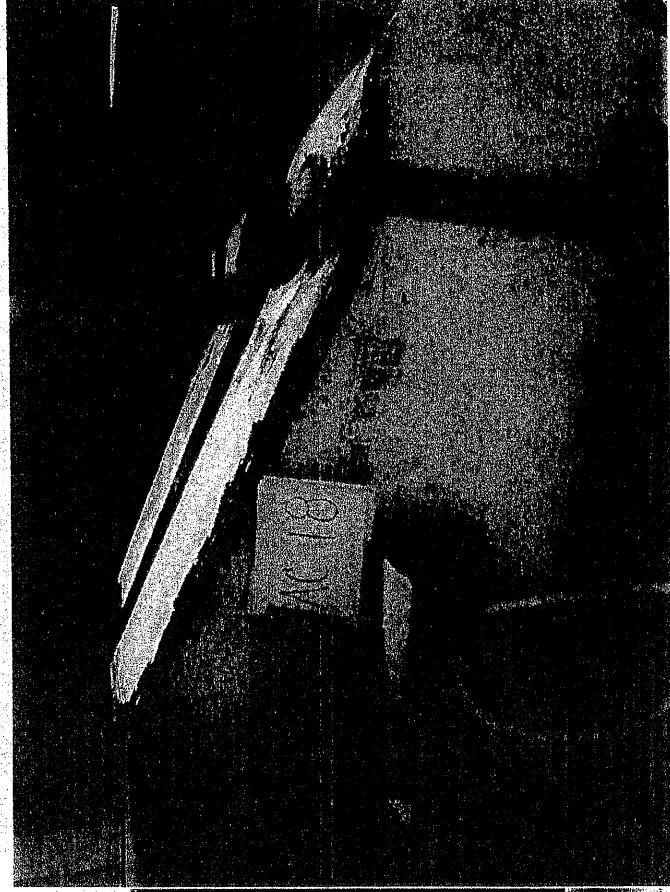
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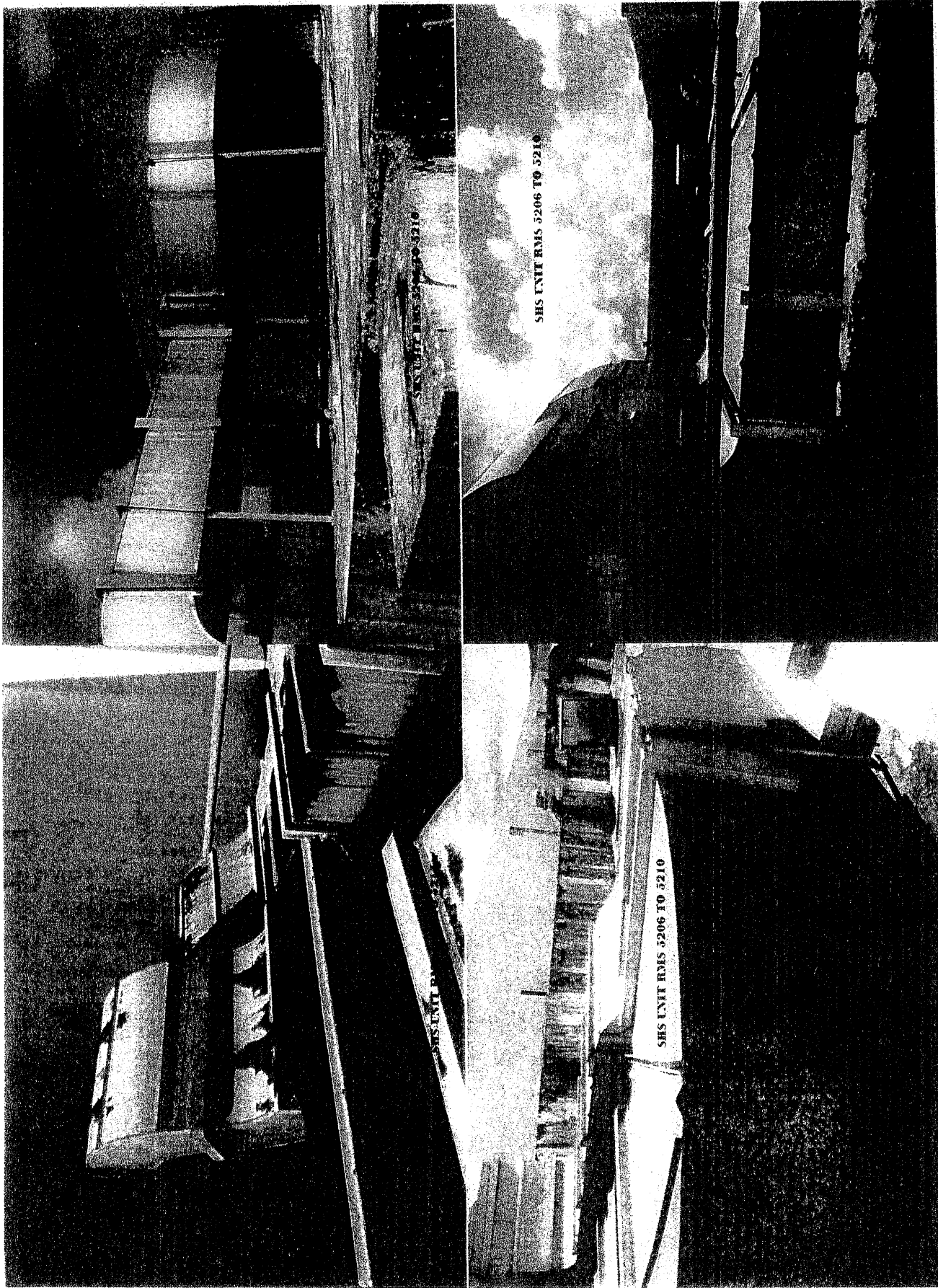
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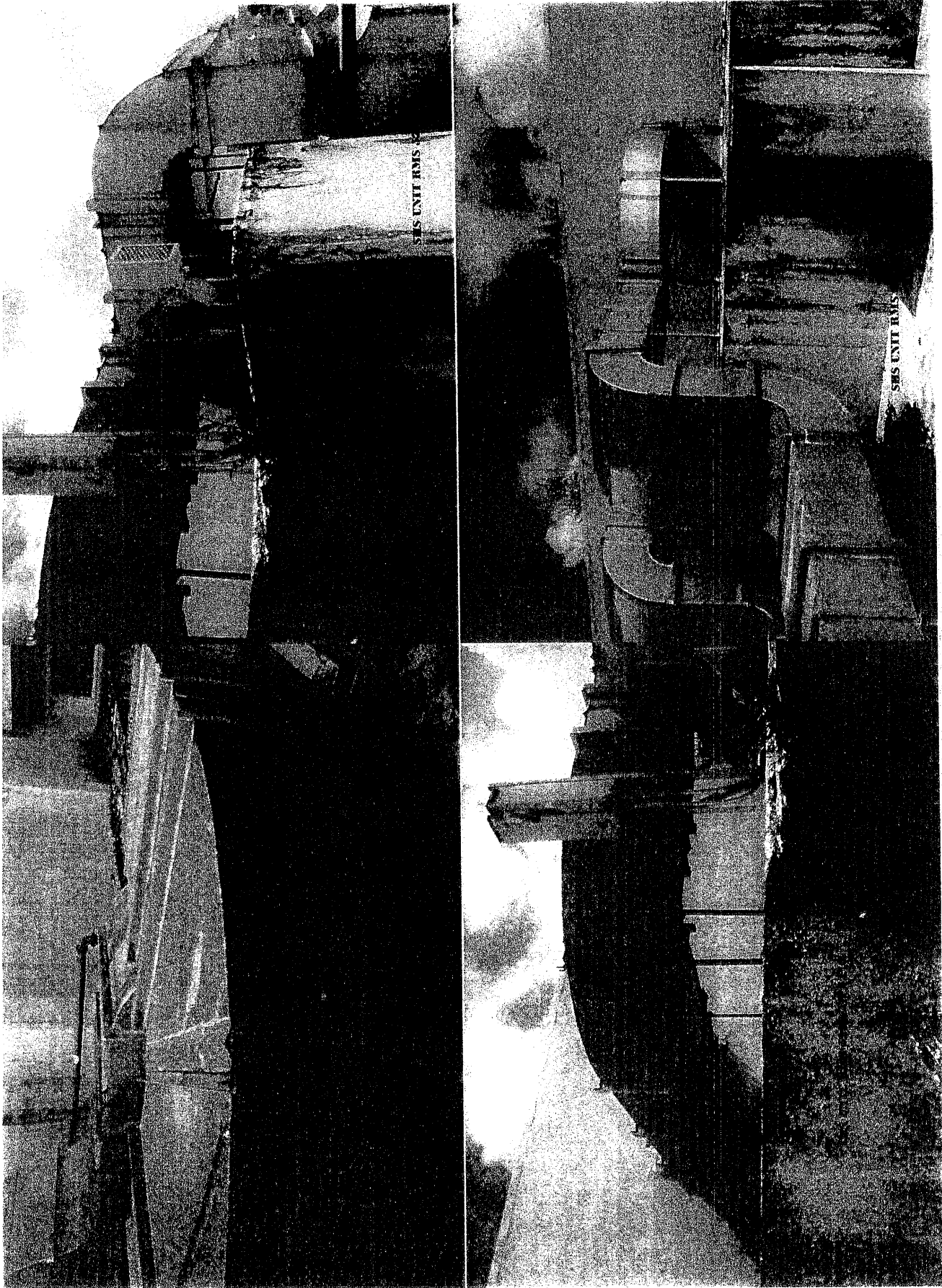


SSHS UNIT AC-19











SOUTHERN HIGH SCHOOL
VISITOR'S SIGN-IN SHEET



NO.	DATE	TIME IN	NAME (PRINT)	NAME (SPEAK)	PURPOSE	TIME OUT
18	12/10/13	1:50	Bens. Jaygo	Benjamin Jaygo ALL BUSINESS ENTERPRISES	IF-005-2014 SITE VISIT	2:25
19	12/10/13	1:57	ROBINA SIGON	J&B MODERN TECH	IF-005-2014 SITE VISIT	2:25
20	12/10/13	2:20	Stephanie Snyder	[REDACTED] / system	F/up of son's records from off-island.	

I observed that on this day and time, only two (2) individuals showed up and signed in. These two (2) individuals were with Tony-R Estelle from CODE Maintenance.

Stephanie Snyder 12/10/13

Stephanie Snyder 12/16/13

Copy given to Mrs. G. Baryngam
President of J & B Modern Tech
@ his request.

Stephanie Snyder