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THOMAS McKEE TARPLEY  
A Professional Corporation  
GCIC building  
414 West Soledad Avenue, Suite 904  
Hagatña, Guam 96910  
Telephone: (671) 472-1539  
Facsimile: (671) 472-4526  
Email: [ttarpley@attorneyguam.com](mailto:ttarpley@attorneyguam.com)

RECEIVED  
OFFICE OF THE PUBLIC AUDITOR  
NOV 17 2011  
3:50 pm  
GSP  
11-017

112P0272  
*Attorney for Appellant Kim Bros Construction Corp.*

**OFFICE OF THE PUBLIC AUDITOR**

IN THE APPEAL OF  
  
KIM BROS. CONSTRUCTION CORP.,  
  
Appellant.

Docket No. OPA-PA-11-017

**APPELLANT'S SUPPLEMENTATION OF  
APPEAL DOCUMENTS**

Appellant hereby supplements its appeal documents by providing the following:

1. The Relief Sought: Appellant seeks reimbursement of \$42,800 it spent in bid preparation costs, as verified by the Declaration of Vicente S. Escabillas attached hereto as Exhibit 1.

2. A copy of the DOE IFP 24-2011 to which this appeal relates is attached hereto as Exhibit 2.

Respectfully submitted this 17<sup>th</sup> day of November, 2011.

  
**THOMAS M. TARPLEY, JR.**  
Attorney for Appellant

# EXHIBIT 1

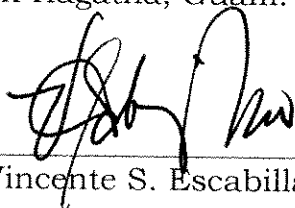
**AFFIDAVIT OF VICENTE S. ESCABILLAS**

I, Vicente S. Escabillas, hereby declare as follows:

1. I am 56 years old, married and residing at 258 Mepa St. NCS, Dededo, Guam.
2. I am the project manager of Kim Bros Construction Corp.
3. We bid on the renovation of the Southern High School Gymnasium, and our team is composed of Civil Engineer, Structural Engineer, Electrical Engineer, Mechanical Engineer and one expert in doing technical proposal.
4. Our work in this project started April 08, 2011 in Pre Bid Conference and Site visit. As a team we work together to prepare this bid until June 10, 2011, the day of the submission of bid. In two months preparation of this Bid, we spend Thirty Thousand Dollars (\$30,000) on salary for the team, and Twelve Thousand Eight Hundred (\$12,800) for bond premiums.
5. I am executing this affidavit as a team leader to attest to the truth of the foregoing facts and for whatever legal purpose which this may serve.

I hereby declare under penalty of perjury that the foregoing statements are true.

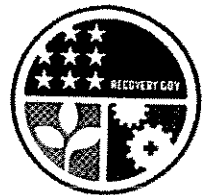
Executed this 17th day of November, 2011 in Hagatna, Guam.

  
\_\_\_\_\_  
Vicente S. Escabillas

# EXHIBIT 2

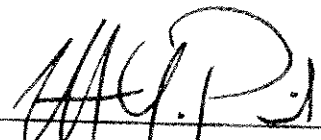
# Renovation of Southern High School Gymnasium

**Multi-Step  
Invitation for Bid**  
No. 024-2011



## Guam Department of Education

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



MARCUS Y. PIDO

Supply Management Administrator  
[mypido@gdoe.net](mailto:mypido@gdoe.net)

**Section 1 – Invitation For Bid (IFB) Timeline**

**1.1 – INVITATION FOR BID (IFB) TIMELINE**

<u>DATE</u>	<u>ACTIVITY</u>	<u>TIME</u>
Thursday, March 31, 2011	Bid Issuance	
Friday, April 8, 2011	Mandatory Pre-Bid Conference / Site Visit	10:00am
Thursday, April 14, 2011	Written Questions / Clarifications Due	5:00pm
Monday, April 25, 2011	Bid Submission	10:00am

## **Section 2 – General Information, General Instructions & Project Scope**

### **2.1 – PROJECT TITLE AND OVERALL SCOPE**

#### **2.1.1 – PROJECT SCOPE**

This is a Construction project. Bidders submitting bids in response to this IFB should submit a bid package that clearly specifies the bidder's or the bidding company's plan for completing the identified project within the timeframe set forth in Section 2.5.4.

#### **2.1.2 – PROJECT DESCRIPTION**

Bidders submitting bids in response to this IFB should submit a bid package that clearly specifies how the bidder or bidding company will complete the project specified in the architectural and engineering plans outlined in the attachment.

#### **2.1.3 – PROJECT SITE AND PLANS**

Bidders submitting bids in response to this IFB will be presumed to have inspected the project site and to have read and to be thoroughly familiar with the plans attached. The failure or omission of any bidder to inspect the Project site, or examine any Project plans, instrument or document shall in no way relieve any bidder from any obligation with respect to his bid.

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

COEVAL Design Partners

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

COEVAL Design Partners

### **2.2 – GENERAL INSTRUCTIONS**

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

#### **2.2.1 – GENERAL DISCLAIMER REGARDING INSTRUCTIONS**

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

#### **2.2.2 – ACCEPTABLE FORMAT OF BIDS**

Bidders submitting bids in response to this IFB must submit a written bid. For each bid, bidders should submit one (1) original and five (5) copies for a total of six (6) documents. The bid should be submitted in a sealed envelope and delivered to the address listed in Section 2.2.3

The bid envelope should be plainly marked as follows:

The Guam Department of Education  
Invitation for Bid No. 024-2011  
  
Submittal Date: 04/25/2011  
Submittal Time: 10:00 a.m.  
  
Attention: Marcus Y. Pido

**2.2.3 – TIME AND DATE FOR RECEIPT OF BIDS**

Bidders submitting bids in response to this IFB (IFB No. 024-2011) should be aware that responses to this IFB must be received by the GDOE by:

TIME: 10:00 a.m.  
DATE: Monday, April 25, 2011

Bidders submitting bids in response to this IFB (IFB No. 024-2011) should be aware that responses to this IFB must be delivered to the following physical address when delivered via hand delivery, Federal Express, DHL, or other courier service:

PHYSICAL ADDRESS: Guam Department of Education, Supply Management Office  
Re: IFB No. 024-2011  
Manuel F.L. Guerrero Administration Building, 2<sup>nd</sup> Fl., Rm. 202  
312 Aspinall Avenue  
Hagatna, Guam 96910

Bidders submitting bids in response to this IFB (IFB No. 024-2011) should be aware that responses to this IFB must be delivered to the following mailing address when delivered via the United States Postal Service:

MAILING ADDRESS: Guam Department of Education, Supply Management Office  
Re: IFB No. 024-2011  
Government of Guam  
P.O. Box DE  
Hagatna, Guam 96932

Any correspondence or communication with GDOE, via electronic mail or otherwise, regarding this procurement must include or refer to the number of this IFB (IFB No. 024-2011) in the subject or reference line.

**2.2.4 – SEALED BID SOLICITATIONS, CONDITIONS, AND INSTRUCTIONS**

This is a Multi-Step Bid. Multi-Step Sealed Bidding is a two-phase process consisting of a technical first phase in which the Bidder submits both a Technical Proposal that meets the Technical Specifications and a Cost Proposal at the same time to be evaluated by the Department. In the second phase, bidders whose technical offers are determined to be acceptable during the first phase have their priced bids considered.

The process is designed to obtain the benefits of competitive sealed bidding by award of a contract to the lowest responsive, responsible Bidder, and at the same time, obtain the benefits of the solicitation of



technical offers and the conduct of discussions to evaluate and determine the acceptability of the technical offers.

### Phase One

Technical Proposals shall not be opened publicly, but shall be opened in front of two or more procurement officials. Such offers shall not be disclosed to unauthorized persons. Bidders may request non-disclosure of trade secrets and other proprietary data identified in writing.

Technical Proposals submitted by Bidders shall be evaluated to determine whether the Proposal is responsive to the requirements of the bid and whether information requested has been submitted as provided for in this IFB. Technical Proposals shall be categorized as:

1. Acceptable;
2. Potentially acceptable; that is, reasonably susceptible of being made acceptable; or
3. Unacceptable. The Procurement Officer shall record in writing the basis for finding an offer not responsive and/or unacceptable and make it part of the procurement file.

The evaluation of technical proposals that are deemed potentially acceptable will be based on a technical assessment valued at 60 percent (60%) to 79 percent (69%). Technical proposals that are deemed acceptable will be based on a technical assessment valued at 70 percent (70%) and up.

For those Technical Proposals that satisfy the bid submission requirement, a GDOE Bid Evaluation Team shall evaluate the proposals solely in accordance with the criteria set forth in Section 2.4.1.

Evaluation Criteria for Phase One will be as follows:

1. The plan for performing the required services **(30 points)**;
2. The ability to perform the services as reflected by the technical training and education, general experience, specific experience in providing the required services, and the qualifications and abilities of personnel proposed to be assigned to perform the services **(30 points)**;
3. The personnel, equipment, and facilities to perform the services currently available or demonstrated to be made available at the time of contracting **(10 points)**; and
4. A record of past performance of similar work **(20 points)**.
5. Price of products and services provided **(10 points)**.

For a total of **100 points**.

### Phase Two

The Procurement Officer or his designee shall evaluate each potentially acceptable and acceptable Bidder's Cost Proposal and prepare an abstract for award for the final evaluation and consideration for approval by the Superintendent of Education or his designee.

Evaluation Criteria for Phase Two will be as follows:

Price of products and services provided **(100 points)**.

#### **2.2.5 – LATE BIDS NOT ACCEPTED**

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

#### **2.2.6 – TRADE SECRETS AND OTHER PROPRIETARY DATA**

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

#### **2.2.7 – ACKNOWLEDGEMENT OF AMENDMENTS TO IFB**

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

#### **2.2.8 – REQUIREMENTS FOR ALL SOLICITATIONS**

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

#### **2.2.9 – REQUIREMENTS FOR ALL SOLICITATIONS FUNDED BY THE AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA)**

Solicitations and awards that will be funded by the American Recovery and Reinvestment Act must comply with the terms and conditions set forth by the Act to prevent termination of source funding.

### **2.3 – EVENTS, CONFERENCES and/or MEETINGS PERTINENT TO THIS IFB (PROCUREMENT TIMELINE???)**

#### **2.3.1 – PRE-BID CONFERENCE/SITE VISIT**

Bidders submitting bids in response to this IFB should be aware that a Pre-Bid Conference / Site Visit will be held and attendance at this conference is mandatory.

The mandatory Pre-Bid Conference will be held at:

**TIME:** 10:00AM

**DATE:** Friday, April 8, 2011

**LOCATION:** Southern High School Main Office

#### **2.3.2 – ANSWERS TO WRITTEN QUESTIONS**

Bidders submitting bids in response to this IFB should expect that answers to written questions will be prepared and posted to the GDOE's website or delivered via fax or electronic mail to prospective bidders within five (5) business days from the date that the **questions are received**. The GDOE's website can be accessed at: <http://www.gdoe.net>.

#### **2.3.3 – WRITTEN QUESTIONS**

Bidders submitting bids in response to this IFB may submit written questions concerning this IFB by the time and date listed in this section. Questions can be submitted by in-person delivery, electronic mail, or fax in accordance with the contact information listed in this section. Questions should be clearly marked with the IFB number and addressed to the GDOE personnel listed in this section. Questions submitted

after the time and date set in this section will not be considered, nor will an answer to those questions be provided.

Bidders submitting bids in response to this IFB (IFB No. 024-2011) should be aware that written questions relevant to this IFB must be received by the GDOE by:

**TIME:** 5:00pm

**DATE:** Thursday, April 14, 2011

Bidders submitting bids in response to this IFB (IFB No. 024-2011) should be aware that written questions relevant to this IFB must be delivered to the following physical address when delivered via hand delivery, Federal Express, DHL, or other courier service:

**PHYSICAL ADDRESS:** Guam Department of Education, Supply Management Office  
Re: IFB No. 024-2011  
Manuel F.L. Guerrero Administration Building, 2<sup>nd</sup> Fl., Rm. 202  
312 Aspinall Avenue  
Hagatna, Guam 96910

Bidders submitting bids in response to this IFB (IFB No. 024-2011) should be aware that written questions relevant to this IFB must be delivered to the following mailing address when delivered via the United States Postal Service:

**MAILING ADDRESS:** Guam Department of Education, Supply Management Office  
Re: IFB No. 024-2011  
Government of Guam  
P.O. Box DE  
Hagatna, Guam 96932

Bidders submitting bids in response to this IFB (IFB No. 024-2011) should be aware that written questions relevant to this IFB must be transmitted to the following telephone number when sent via facsimile (fax):

**FAX NUMBER:** +1 (671) 472-5001

Bidders submitting bids in response to this IFB (IFB No. 024-2011) should be aware that written questions relevant to this IFB must be sent to the following electronic mail (e-mail) address when sent via electronic mail:

**ELECTRONIC MAIL ADDRESS:** kobayson@gdoe.net

Any correspondence or communication with GDOE, via electronic mail or otherwise, regarding this procurement must include or refer to the number of this IFB (IFB No. 024-2011) in the subject or reference line.

## 2.4 – AWARD

### 2.4.1 – EVALUATION FACTORS FOR AWARD

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

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

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ARRA FUNDED GDOE CAPITAL IMPROVEMENT PROJECT UNDER USDOE GRANT AWARD #5394A090055

**Renovation of Southern High School Gymnasium**

IFB No. 024-2011 – March 31, 2011

- Competency of bidder and bidder's proposed subcontractors as identified in **Sections 2.12 and 2.5.1**.
- Price of overall performance and delivery of the construction services proposed in response to this IFB.
- Ability, capacity, and skill of the bidder to perform as called for in this IFB.
- Ability, capacity, and skill of the bidder to perform within the specified time outlined in this IFB.
- Character, integrity, reputation, judgment, experience, and efficiency of the bidder.
- Quality of bidder's performance on previous projects of similar size and scope to those outlined in this IFB.
- Sufficiency of the financial resources available to the bidder to perform or provide the goods and/or services outlined in this IFB.

#### **2.4.2 – NOTICE OF AWARD**

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

### **2.5 – GENERAL INFORMATION**

#### **2.5.1 – COMPETENCY OF BIDDERS**

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

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

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

- a. Bidder's experience on similar projects with similar scopes of work.
- b. Bidder's past performance in accomplishing projects in agreed time – including an explanation of any failure to complete within the specified timeframe.
- c. Availability of plant, machinery and other equipment necessary for work – including any machinery or equipment that Bidder might have to purchase to complete the Project.
- d. Quality of work presently performed for Government of Guam, federal, and private projects.
- e. Bidder's diligence in carrying out responsibility.
- f. Record of good owner-contractor relationship.
- g. Previous record of bid qualifications.
- h. Qualifications of supervisory personnel proposed to work on this Project and identification of their education, skills, and past experiences.
- i. Record of past performance of contracts including record of default and nonpayment of obligations.
- j. Disclosure of financial resources sufficient to demonstrate an ability to complete this Project.
  - Financial resources report shall be dated not more than six (6) months prior to bid opening, must be prepared by a certified accountant and shall contain at least the following information:
    - i. Total Assets
    - ii. Total Liabilities
    - iii. Total Current Assets
    - iv. Total Current Liabilities
    - v. Bonding Capability
    - vi. Financial Statements including Balance Sheets and Income Statements for Last Two Years

### 2.5.2 – COMPETENCY OF SUBCONTRACTORS

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

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

### 2.5.3 – CONDITIONS OF WORK

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

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

### 2.5.4 – DELIVERY AND PERFORMANCE SCHEDULE

The selected contractor shall commence work on or before the date specified in the notice to proceed. **Substantial Completion of this Project shall be on September 30, 2011.** In the event the Contractor does not complete the Project within the time specified, liquidated damages will be assessed as stated in Section 5 Contract Terms and Conditions.

Bidders submitting bids in response to this IFB should be aware that goods and/or services procured through this IFB and funded by ARRA are subject to the following grant deadlines for payment and performance: 1) ARRA funds for the goods or services procured through this IFB must be obligated by September 30, 2011; 2) ARRA funded goods must be delivered or services performed by December 30, 2011; and 3) Invoices for ARRA funded goods or services must be submitted and paid by December 31, 2011.

### 2.5.5 – NOTICE OF PAYMENT BY INSTALLMENTS

Bidders submitting bids in response to this IFB should be aware that payments for goods and/or services procured through this IFB will be made by installment based on satisfactory completion of work.

The term "satisfactory completion" shall be according to the terms specified in the contract documents. If the percentage of completion is not specified in the contract documents GDOE and the contractor shall mutually agree upon specified payment terms and conditions. Bidders should be aware that payment for construction projects funded by federal grant funds will be subject to review GDOE's Third Party Fiduciary Agent.

### 2.5.6 – INSPECTION AND ACCEPTANCE OF CONSTRUCTIONS/GOODS

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

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

#### **2.5.7 – BID SECURITY**

Each bid must be accompanied by a deposit in the amount of not less than fifteen percent (15%) of the total bid amount. Such deposit may be in the form of a bid bond, cashier's check or certified check made payable to the Treasurer of Guam. Such checks or bid bonds will be returned to all except the three lowest Bidders within ten (10) working days after the opening of bids, and the remaining checks or bid bonds will be returned promptly after GDOE, pursuant to the Order of the United States District Court of Guam and the accepted Bidder have executed the Contract, or if no award has been made within 90 calendar days after the date of the opening of bids, upon demand of the Bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid. Should the successful Bidder fail or refuse to execute and deliver the Contract, performance and payment bond, insurance policies, Guam Contractor's license, and Guam Business license required within fifteen (15) calendar days after acceptance of his bid, he shall forfeit to the Government of Guam as liquidated damages for such failure or refusal, the security deposited with his bid. If a bid bond is used as Bid Security, the surety company executing the bid bond must appear on the U.S. Treasury's most current list Circular 570 and be authorized to transact business on Guam.

Bidders submitting bids in response to a procurement that will result in a contract amount that is in excess of \$15,000.00 must meet the bid guarantee requirements stipulated in Section 7 – Contract Terms and Conditions and "GDOE Procurement Form 002" provided in Section 6 of this IFB. Bidders are required to complete the Bid Bond Form in Attachment A labeled as "GDOE Procurement Form 003".

## **Section 3 – REQUIREMENTS FOR ALL SOLICITATIONS**

### **3.1 – REQUIREMENTS FOR ALL SOLICITATIONS**

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

*NOTE:* Section 3 of this IFB differs from Section 5 of this IFB in the following ways:

1. Section 3 of this IFB lists requirements for all solicitations.
2. Section 4 of this IFB lists heightened requirements on the bidder due to the funding source – the American Recovery and Reinvestment Act (ARRA) – for this procurement. These heightened requirements must be met regardless of whether ARRA funds this procurement in whole or in part.

### **3.2 – REQUIREMENTS FOR ALL SOLICITATIONS FUNDED BY ARRA**

Solicitations and awards that will be funded by the American Recovery and Reinvestment Act (ARRA or Act) must comply with the terms and conditions set forth by the Act to prevent termination of source funding. Select compliance and assurance requirements of the Act are highlighted in Section 4 of this IFB.

### **3.3 – LICENSE TO CONDUCT BUSINESS ON GUAM**

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

### **3.4 – LIST OF FORMS REQUIRED FOR ALL SOLICITATIONS**

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

### **3.5 – DISCLOSURE OF OWNERSHIP AND COMMISSIONS**

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

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

### **3.6 – BIDDERS CERTIFY THAT PRICE OR OFFER WAS INDEPENDENTLY ARRIVED AT WITHOUT COLLUSION**

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

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

### **3.7 – PROHIBITION AGAINST GRATUITIES AND KICKBACKS**

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

Bidders submitting bids in response to this IFB must certify to the best of their knowledge that neither they, nor any of their officers, representatives, agents, subcontractors, or employees have offered, given or agreed to give, any government of Guam employee or former government employee, any payment, gift, kickback, gratuity or offer

of employment in connection with the bidders response to this IFB. 5 GCA § 5630(c); 2 GAR Div. 4 § 11107(3) and 11107(4)(e).

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

### **3.8 – REPRESENTATION REGARDING ETHICAL STANDARDS**

By submitting a bid in response to this IFB, bidder represents that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.

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

### **3.9 – REPRESENTATION REGARDING CONTINGENT FEES**

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

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

### **3.10 – RIGHT OF GDOE TO CANCEL INVITATION FOR BID**

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

### **3.11 – PROHIBITION AGAINST EMPLOYMENT OF SEX OFFENDERS**

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

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

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

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

(d) any contractor found in violation of §5253(b), after notice from the contracting authority of such violation, shall, within twenty-four (24) hours, take corrective action and shall report such action to the contracting authority. Failure to take corrective action within the



stipulated period may result in the temporary suspension of the contract at the discretion of the contracting authority.

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

### **3.12 – WAGE AND BENEFITS DETERMINATION FOR SERVICES**

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

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

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

## Section 4 – REQUIREMENTS FOR ALL SOLICITATIONS FUNDED BY THE AMERICAN RECOVERY AND REINVESTMENT ACT

### 4.1 – REQUIREMENTS FOR ALL SOLICITATIONS FUNDED BY THE AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA)

Solicitations and awards that will be funded by the American Recovery and Reinvestment Act ("ARRA" or "Act") must comply with the terms and conditions set forth by the Act to prevent termination of course funding. In some instances these terms and conditions may impose higher standards of reporting, record keeping, and compliance. ARRA rules and regulations shall prevail over any conflicting terms and conditions present in this IFB or local and federal laws.

Select ARRA requirements requiring special attention are highlighted below. The full text of the Act may be found at: <http://www.recovery.gov>.

### 4.2 – REGISTRATION IN CENTRAL CONTRACTOR REGISTRATION (CCR) DATABASE

Bidders and its subcontractors who are awarded a contract as a result of a solicitation that will be funded by ARRA may be required to register their Data Universal Numbering Systems (DUNS) Number and Taxpayer Identification Number (TIN) in the Central Contractor Registration (CCR). If your DUNS number is not currently registered with the CCR, you can easily register by going to <http://www.ccr.gov>. Questions and/or concerns may be directed to (866) 336-8930.

### 4.3 – REPORTING REQUIREMENTS

Bidders who are awarded a contract as a result of a solicitation that will be funded by ARRA must submit monthly and quarterly reports to the GDOE identifying the following:

- a. Vendor's DUNS number;
- b. Award number or other identifying number assigned by the GDOE;
- c. Amount of ARRA funds received by the vendor during the reporting period;
- d. Amount of ARRA funds expended or obligated to the vendor during the reporting period;
- e. Detailed list of all projects or activities for which ARRA funds were expended or obligated, including:
  - i. The name of the project or activity;
  - ii. A description of the project or activity;
  - iii. An evaluation of the completion status of the project or activity;
  - iv. An estimate of the number of jobs created or retained by the project or activity;
  - v. The primary place of performance of the sub-award, including the city, state, congressional district, and country
  - vi. The names and total compensation of the five most highly compensated officers of the company if it received:
    - i. 80% or more of its annual gross revenues in federal awards; and
    - ii. \$25 million or more in annual gross revenue from federal awards.
- f. Any other information reasonably requested by the GDOE or required by Guam or federal law or regulation.

Samples of ARRA reporting forms are included in **Attachment B** of this IFB. Please be aware that these sample ARRA reporting forms are in draft form and may change over time.

### 4.4 – SEGREGATION OF FUNDS

Bidders who are awarded a contract as a result of a solicitation that will be funded by ARRA must be willing segregate and refrain from comingling obligations and expenditures of ARRA funds from other sources of funding.

#### **4.5 – TRANSPARENT USE OF GRANT FUNDING**

Solicitations and awards that will be funded by ARRA must be completely transparent to prevent the misuse and misappropriation of the funds. All payments made in connection with this solicitation and any award granted therefrom will be publicly reported online at <http://www.federalreporting.gov>.

#### **4.6 – ACCESS TO RECORDS**

Bidders who are awarded a contract as a result of a solicitation that will be funded by ARRA must be willing to participate in, either scheduled or unannounced, interviews and examinations of any pertinent books, documents, paper, and records of bidder related to bidder's charges and performance under this award by officials from the GDOE (sub-grantee), the Guam Public Auditor's Office (grantee's state auditor), the Office of the Governor of Guam (grantee), the United States Department of Education (grantor), the Office of Inspector General, and Government Auditing/Accountability Office (GAO). Such records shall be kept by bidder for a period of three (3) years after final payment under this award.

#### **4.7 – ACCEPTANCE OF FUTURE REQUIREMENTS**

Bidders who are awarded a contract as a result of a solicitation that will be funded by ARRA should be aware that the rules and regulations governing ARRA funding may change over time and additional compliance requirements may be imposed by the grantor.

#### **4.8 – CLEARANCE INVESTIGATION**

Bidders who are awarded a contract as a result of a solicitation that will be funded by ARRA will be subject to a clearance investigation to ensure that the vendor's owner (and/or project assigned employees) have not been Debarred, Suspended, or deemed Ineligible from federally funded projects.

#### **4.9 – REQUIREMENT OF AN EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEO)**

Bidders who are awarded a contract as a result of a solicitation that will be funded by ARRA should have an Equal Employment Opportunity Plan (EEO) that complies with 28 CFR § 42.302. For contracts \$500,000 or more, bidders must identify their company's Civil Rights contact person and provide a copy of their EEO.

#### **4.10 – REQUIREMENT OF A LIMITED ENGLISH PROFICIENCY (LEP) POLICY**

Bidders who are awarded a contract as a result of a solicitation that will be funded by ARRA must have a Limited English Proficiency (LEP) policy and plan that will provide persons with Limited English Proficiency meaningful access to services being provided.

#### **4.11 – "BUY AMERICAN" REQUIREMENT**

Bidders who are awarded a contract as a result of a solicitation that will be funded by ARRA must comply with the "buy American" provisions. Pub. L. 111-5 § 1605(b) (also to be found in 2 C.F.R. §§ 176.60 to 176.170). The "buy American" provisions may be waived under certain very specific criteria identified in section 1605(b) of the ARRA.

- The "buy American" provisions will apply to all offers and selected contractors must endeavor to insure the compliance of all sub-recipients, contractors and suppliers with the "buy American" provisions unless one of the specified exemptions in Pub. L. 111-5 § 1605(b) applies.
- Contractors must demonstrate compliance with the "buy American" provisions by obtaining appropriate certification from their suppliers in the component distribution chain until a satisfactory certification is obtained that any iron, steel and manufactured goods used for Subject Activities was manufactured in the United States pursuant to the "buy American" provisions.

#### **4.12 – REQUIREMENTS FOR WAGES PAID**

Bidders who are awarded a contract as a result of a solicitation that will be funded by ARRA must comply with the following wage requirements:

- Wages must be paid at rates not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40 of the United States Code. Pub. L. 111-5 § 1606.
- Contractors and subcontractors must comply with the Davis-Bacon and related Acts minimum rates for wages determinations issued by the U.S. Department of Labor under Davis-Bacon and related Acts. Information regarding Davis-Bacon and related Acts can be accessed at: <http://www.gpo.gov/davisbacon/>.

#### **4.13 – REQUIREMENTS FOR PAYMENT APPLICATIONS FOR PROJECTS PROCURED USING ARRA FUNDING**

Bidders who are awarded a contract as a result of a solicitation that will be funded by ARRA must comply with the following requirements for payment applications:

- Wages must be paid at rates not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance???

#### **4.14 – ADDITIONAL REQUIREMENTS**

Bidders who are awarded a contract as a result of a solicitation that will be funded by ARRA must comply with the following additional requirements:

- All U.S. Department of Education awards of federal funds are subject to the National Environmental Policy Act and other related Federal laws.
- All equipment purchased shall be Year 2000 compliant.
- Adopt the On-The-Job Seat Belt Policy that enforces the use of seatbelts while operating company-owned, company-rented, or personally owned vehicles pursuant to 23 USC § 402 and 29 USC § 668 while providing goods or performing services resulting from this solicitation.

#### **4.15 – PROHIBITED ACTS AND USES**

Bidders who are awarded a contract as a result of a solicitation that will be funded by ARRA are prohibited from engaging in the following acts or practices:

- Using ARRA funding for casinos, gaming establishments, aquariums, zoos, golf courses, swimming pools, athletic facility, or other recreational facilities. ARRA § 1604.
- Using ARRA funding for the payment of maintenance of systems, equipment, or facilities.
- Using ARRA funding to improve stadiums and sectarian facilities. ARRA § 14004(c).
- Employing or using sex offenders to provide the goods or services being procured through this IFB. Employees who are charged with a sex offender crime while working on an ARRA funded project must notify GDOE of the charges against them and must be removed from the project if convicted.
- Participating in the procurement of sexual services and/or forced-labor practices.
- Text messaging while driving during official federal funds project work/or grant work or from using government supplied electronic equipment to text message or email when driving pursuant. Executive Order 13513 (October 1, 2009).

- Discriminating based on race, color, national origin, sex, disability, and age. Additional information on civil rights obligations can be found at <http://www2.ed.gov/policy/gen/leg/recovery/notices/civil-rights.html>.

#### **4.16 – CONTROLLING PROCUREMENT LAW PER EDGAR**

This procurement is being funded, either wholly or in part, by monies granted to GDOE by the U.S. Department of Education. The GDOE has been designated a “high-risk” grantee under 34 CFR § 80.12 by the USDOE and GDOE is therefore subject to certain Special Conditions and directives and, additionally, bears special responsibilities and requirements imposed by those Special Conditions.<sup>1</sup> GDOE is obligated by this High-Risk designation to comply with the procurement regulations set forth in Education Department General Administration Regulations (“EDGAR”), the relevant sections of which are specifically outlined in 34 CFR § 80.36 (b)-(j). In the event that a conflict arises between Government of Guam and GDOE procurement laws and regulations, federal laws and regulations shall prevail.

EDGAR may be accessed via the Internet by clicking the following link <http://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html>, by dialing the following number 866-512-1800, or in writing by sending correspondence to the Superintendent of Documents, P.O. Box 37954, Pittsburgh, PA 15250-7954.

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<sup>1</sup> See Special Conditions Letter and Attachment A to the GDOE FY 2010 Special Conditions, “Responsibilities and Requirements of GDOE”, which may be found at GDOE’s website.  
[http://www.gdoe.net/fedprograms/index\\_files/Final\\_FY\\_2010\\_GDOE\\_Special\\_Conditions\\_6.21.10.pdf](http://www.gdoe.net/fedprograms/index_files/Final_FY_2010_GDOE_Special_Conditions_6.21.10.pdf)

## Section 5 – REQUIREMENTS FOR CONSTRUCTION CONTRACTS

### 5.1 – GENERAL

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

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

### 5.2 – SUSPENSION OF WORK

#### “SUSPENSION OF WORK”

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

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

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

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

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

(1) for any costs incurred more than twenty (20) days before the contractor shall have notified the Director of Public Works or the head of the Purchasing Agency in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and

(2) unless the claim is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment under the contract.

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

SOURCE: 2 GAR § 5106(4)

### 5.3 - SITE CONDITIONS CONTRACTOR'S RESPONSIBILITY

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

#### “SITE CONDITIONS CONTRACTOR'S RESPONSIBILITY”

The contractor accepts the conditions at the construction site as they eventually may be found to exist and warrants and represents that the contract can and will be performed under such conditions, and that all materials, equipment, labor and other facilities required because of any unforeseen conditions (physical or otherwise) shall be wholly at the contractor's own cost and expense, anything in this contract to the contract notwithstanding.”

SOURCE: 2 GAR § 5106(6)

#### 5.4 – PRICE ADJUSTMENT

##### “PRICE ADJUSTMENT”

(1) **Price Adjustment Methods.** Any adjustment in contract price pursuant to clauses in this contract shall be made in one or more of the following ways:

- (a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- (b) by unit prices specified in the contract or subsequently agreed upon;
- (c) by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract or subsequently agreement upon;

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

(e) in the absence of an agreement between the parties, by a unilateral determination by the Director of Public Works or the head of the Purchasing

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

(2) **Submission of Cost or Pricing Data.** The contractor shall submit cost or pricing data for any price adjustments subject to the provisions of §3118 (Cost or Pricing Data) of the Guam Procurement Regulations.”

SOURCE: 2 GAR § 5106(7)

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

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

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

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

- (i) prior to the commencement of the work involved, if at that time the contractor knows of the occurrence of such action or omission;
- (ii) within 30 days after the contractor knows of the occurrence of such action or omission, if the contractor did not have such knowledge prior to the commencement of the work; or
- (iii) within such further time as may be allowed by the Procurement Officer in writing.

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

(b) the notice required by Subparagraph (a) of this Paragraph describes as clearly as practicable at the time the reasons why the contractor believes that additional

compensation, damages, or an extension of time may be remedies to which the contractor is entitled; and

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

(2) **Limitations of Clause.** Nothing herein contained, however, shall excuse the contractor from compliance with any rules of law precluding any territorial officers and any contractors from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the contract.

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

**SOURCE: 2 GAR § 5106(8)**

**5.2.7 – TERM FOR DEFAULT, FOR NONPERFORMANCE, OR DELAY; DAMAGES FOR DELAY; AND TIME EXTENSIONS**  
"TERMINATION FOR DEFAULT FOR NONPERFORMANCE OR DELAY – TIME EXTENSIONS"

- (1) **Default.** If the contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will assure its completion within the time specified in the contract, or any extension thereof fails to complete said work within such time, or commits any other substantial breach of this contract, and further fails within fourteen (14) days after receipt of written notice from the Procurement Officer to commence and continue correction of such refusal or failure with diligence and promptness, the Procurement Officer may, by written notice to the contractor, declare the contractor in breach and terminate the contractor's right to proceed with the work or such part of the work as to which there has been delay. In such event the territory may take over the work and prosecute the same to completion, by contract or otherwise, and may take possession of, and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore. Whether or not the contractor's right to proceed with the work is terminated, the contractor and the contractor's sureties shall be liable for any damage to the territory resulting from the contractor's refusal or failure to complete the work within the specified time.
- (2) **Liquidated Damages upon Termination.** If fixed and agreed liquidated damages are provided in the contract, and if the territory so terminates the contractor's right to proceed, the resulting damage will consist of such liquidated damages for such reasonable time as may be required for final completion of the work.
- (3) **Liquidated Damages in Absence of Termination.** If fixed and agreed liquidated damages are provided in the contract, and if the territory does not terminate the contractor's right to proceed, the resulting damage will consist of such liquidated damages until the work is completed or accepted.
- (4) **Time Extension.** The Contractor's right to proceed shall not be so terminated nor the contractor charged with resulting damage if:
  - (a) the delay in the completion of the work arises from causes such as: acts of God; acts of the public enemy; acts of the territory, and any other territorial entity in either a sovereign or contractual capacity; acts of another contractor in the performance of a contract with the territory; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; unusually severe weather; delays of subcontractors due to causes similar to those set forth above; or shortage of materials; provided, however, that no extension of time will be granted for a delay caused by a shortage of materials, unless the contractor furnished to the Procurement Officer proof that the contractor has diligently made every effort to obtain such materials from all known sources within reasonable reach of the work, and further proof that the inability to obtain such materials when originally planned did in fact cause a delay in final completion of the entire work which could not be compensated for by revising the sequence of the contractor's operations; and



- (b) the contractor, within ten days from the beginning of any such delay (unless the Procurement Officer grants a further period of time before the date of final payment under the contract), notifies the Procurement Office in writing of the causes of delay. The Procurement Officer shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in the judgment of the Procurement Officer, the findings of fact justify such an extension.
- (5) **Erroneous Termination for Default.** If, after notice of termination of the contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contractor was not in default under the provisions of this clause, or that the delay was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the territory, be the same as if the notice of termination had been issued pursuant to such clause. If, in the foregoing circumstance, this contract does not contain a clause providing for termination for convenience of the territory, the contract shall be adjusted to compensate for such termination and the contract modified accordingly.
- (6) **Additional Rights and Remedies.** The rights and remedies of the territory provided in this clause are in addition to any other rights and remedies provided by law or under this contract. 2 GAR Div 4 § 5106 (9) (pg.26)

**SOURCE: 2 GAR § 5106(7)**

#### **5.2.8 – LIQUIDATED DAMAGES**

##### **"LIQUIDATED DAMAGES"**

When the Contractor fails to complete the work or any portion of the work within the time or times fixed in the contract or any extension thereof, the contractor shall pay to the territory \$50 for contracts less than \$100,000 and \$100 for contracts \$100,00 and over per calendar day of delay pursuant to the clause of this contract entitle, "Termination for Default for Nonperformance or Delay – Damages for Delay – Time Extension". GAR Div 4 § 5106 (10) (pg.29)

#### **5.2.9 – TERMINATION FOR CONVENIENCE**

##### **"TERMINATION FOR CONVENIENCE"**

- (1) **Termination.** The Procurement Officer may, when the interest of this territory so require, terminate this contract in whole or in part, for the convenience of the territory. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.
- (2) **Contractor's Obligations.** The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the territory. The contractor must still complete the work not terminated by the notice of terminations and may incur obligations as necessary to do so.
- (3) **Right to Construction and Supplies.** The Procurement Officer may require the contractor to transfer title and deliver to the territory in the manner and to the extent directed by the Procurement Officer:
  - (a) Any completed construction; and
  - (b) Such partially completed construction, supplies, materials, parts, tools, dies, jigs, fixtures, plans, drawing, information, and contract rights (hereinafter called

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

**(4) Compensation.**

- (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data, submitted to the extent required by Section 3118 (Cost or Pricing Data) of the Guam Procurement Regulations, bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.
- (b) The Procurement Officer and the contractor may agree to a settlement provided the contractor has filed a termination claim supported by cost or pricing data submitted as required by §3118 (Cost or Pricing Data) of the Guam Procurement Regulations and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the territory, the proceeds of any sales of construction, supplies, and construction materials under Paragraph (3) of this clause, and the contract price of the work not terminated.
- (c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments under Subparagraph (b) shall not duplicate payments under this Paragraph.
  - (i) With respect to all contract work performed prior to the effective date of the notice of termination, the total (without duplication of any items) of:
    - (A) The cost of such work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) less amounts paid or to be paid for completed portions of such work; provided, however, that if it appears that the contractor would have sustained a loss if the entire contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;
    - (B) Cost of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(i)(A) of this Paragraph.
    - (C) The reasonable settlement costs of the contractor including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination and settlement of subcontractors thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this contract. The total sum to be paid the contractor

under this Paragraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of any sales of construction, supplies, and construction materials under Paragraph (3) of this clause, and the contract price of work not terminated.

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

#### **5.2.10 – REMEDIES CLAUSE**

##### **“REMEDIES”**

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

**SOURCE: 2 GAR §5106 (12)**

## Section 6 – FORMS REQUIRED FOR ALL BIDS SUBMITTED IN RESPONSE TO IFB

### 6.1 – LIST OF FORMS REQUIRED FOR ALL SOLICITATIONS

Bids submitted in response to this IFB must contain signed and, in certain instances, notarized originals of the forms identified throughout this IFB. All required forms are provided for your convenience in **Attachment A**. The listing of forms required for all solicitations is as follows:

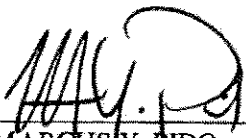
<u>Form Name</u>	<u>Form Title</u>
1. GDOE Procurement Form 001	INVITATION FOR BID FORM
2. GDOE Procurement Form 002	SPECIAL REMINDER TO PROSPECTIVE BIDDERS
3. GDOE Procurement Form 003	BID BOND FORM***
4. GDOE Procurement Form 004	SPECIAL PROVISIONS – RESTRICTION AGAINST SEX OFENDORS
5. AG Procurement Form 002 (Rev. Nov. 17, 2005)	AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSIONS
6. AG Procurement Form 003 (Jul. 12, 2010)	AFFIDAVIT re NON-COLLUSION
7. AG Procurement Form 004 (Jul. 12, 2010)	AFFIDAVIT re GRATUITIES or KICKBACKS
8. AG Procurement Form 005 (Jul. 12, 2010)	AFFIDAVIT re ETHICAL STANDARDS
9. AG Procurement Form 006 (Feb. 16, 2010)	DECLARATION re COMPLIANCE WITH U.S. DOL WAGE DETERMINATION
10. AG Procurement Form 007 (Jul. 15, 2010)	AFFIDAVIT re CONTINGENT FEES

*\*\*\* Bidders are required to complete the Bid Bond Form in Section 6 labeled as "GDOE Procurement Form 003" if providing a surety bond for security.*



## INVITATION FOR BID

ISSUING OFFICE  
OFFICE OF SUPPLY MANAGEMENT  
DEPARTMENT OF EDUCATION  
P.O. BOX DE  
HAGATNA, GUAM 96932  
Tel: 300-1580/1581 Fax: 472-5001

  
\_\_\_\_\_  
MARCUS Y. PIDO  
Supply Management Administrator

DATE ISSUED: Thursday, March 31, 2011  
BID INVITATION NO: GDOE IFB 024-2011  
BID FOR: Renovation of Southern High School Gymnasium  
SPECIFICATION: See Attached Specifications  
DESTINATION: Southern High School

REQUIRED DELIVERY DATE: September 30, 2011 (Substantial Completion)

### INSTRUCTION TO BIDDERS:

INDICATE WHETHER: \_\_\_ INDIVIDUAL \_\_\_ PARTNERSHIP \_\_\_ CORPORATION

INCORPORATED IN: \_\_\_\_\_

This bid shall be submitted with one (1) original and five (5) copies and sealed to the Office of Supply Management, Manuel F.L. Guerrero Administration Building, 2<sup>nd</sup> Floor, Suite B-220, 312 Aspinall Ave., Hagatna, Guam 96932 no later than 10:00 a.m., Monday, April 25, 2011. Bid submitted after the time and date specified above shall be rejected.

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

NAME AND ADDRESS OF BIDDER: \_\_\_\_\_ SIGNATURE AND TITLE OF PERSON  
AUTHORIZED TO SIGN THIS BID: \_\_\_\_\_

AWARD: CONTRACT NO.:	_____	AMOUNT:	_____	DATE:	_____
ITEM NO(S). AWARDED: _____					
CONTRACTING OFFICER:					
MARCUS Y. PIDO Supply Management Administrator					
NAME AND ADDRESS OF CONTRACTOR:	_____	SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGN THIS CONTRACT:			
_____	_____	_____			
_____	_____	_____			

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



**GUAM DEPARTMENT OF EDUCATION  
MANUEL F.L. GUERRERO/ADMINISTRATION BUILDING  
Government of Guam  
P.O. Box DE, Hagatna, Guam 96932  
Tel: 300-1581/1582 \* Fax: 472-5001**

INVITATION FOR BID (IFB) NO.: GDOE IFB 024-2011

**SPECIAL REMINDER TO PROSPECTIVE BIDDERS**

Bidders are reminded to read the Sealed Bid Solicitation and Instructions, and General Terms and conditions attached to the IFB to ascertain that all of the following requirements checked below are submitted in the bid enveloped, in duplicate, at the date and time for bid opening.

- (X) **BID GUARANTEE (15% of Bid Amount) May be in the form of;**  
**Reference #11 on the General Terms and Conditions**
- a. Cashier's Check or Certified Check
  - b. Letter of Credit
  - c. Surety Bond – Valid only if accompanied by:
    - 1. Current Certificate of Authority issued by the Insurance Commissioner;
    - 2. Power of Attorney issued by the Surety to the Resident General Agent;
    - 3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.
- (X) Copy of Current: [ ] BUSINESS LICENSE OR, [X] CONTRACTOR'S LICENSE
- (X) **MANDATORY Pre-Bid Conference / Site Visit:**
- Date:* Friday, April 8, 2011  
*Time:* 10:00 AM (Chamorro Standard Time, GMT +10)  
*Location:* Southern High School, Main Office
- Pre-Bid Conference attendees **MUST** be on time; and all attendees are required to register their presence by signing in at the start of the meeting. Anyone not recorded on the attendance sheet will not be considered as present at this mandatory meeting.
- (X) **Deadline for Submission of Written Questions or Requests for Clarification:**
- Date:* Thursday, April 14, 2011  
*Time:* 5:00 pm (Chamorro Standard Time, GMT +10)
- (X) **Must comply with the following requirements:**  
**Affidavit Disclosing Ownership & Commissions, Non- Collusion Affidavit, U.S. DOL Wage Determination (P.L. 26-111 and P.L. 28-165), Restriction Against Sex Offenders, No Gratuities or Kickbacks Affidavit, Ethical Standards Affidavit, Contingent Fees Affidavit**

**NOTE: Date of signature of the person authorized to sign the bid and the notary date must be the same.**

This reminder must be signed and returned in the bid envelope together with the bid. Failure to comply with the above requirements may be cause for disqualification and or rejection of the bid.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2010, I, \_\_\_\_\_, authorized representative of \_\_\_\_\_ acknowledge receipt of this special reminder to prospective bidders with the above referenced IFB.

\_\_\_\_\_  
Bidder Representative's Signature

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



# GOVERNMENT OF GUAM

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

**BID BOND**  
NO. \_\_\_\_\_

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

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

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

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

\_\_\_\_\_  
(PRINCIPAL)

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(WITNESS)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(MAJOR OFFICER OF SURETY)

\_\_\_\_\_  
(MAJOR OFFICER OF SURETY)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(RESIDENT GENERAL AGENT)

**This form shall be submitted in the Bid Envelope.**  
GDOE Procurement Form 003

**SEE INSTRUCTIONS FOR SUPPORTING DOCUMENTS REQUIRED.**

**INSTRUCTION TO PROVIDERS:**

NOTICE to all Insurance and Bonding Institutions:

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

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

The following:

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

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







**SPECIAL  
PROVISION  
FOR  
AFFIDAVIT DISCLOSING OWNERSHIP AND COMMISSIONS**

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

Excerpt from P.L. 18-44

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

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

**EXAMPLE:**

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

**NOTE:** ALL BIDS WILL REQUIRE ORIGINAL AFFIDAVITS.



**AFFIDAVIT re NO GRATUITIES or KICKBACKS**

CITY OF \_\_\_\_\_ )  
) ss.  
ISLAND OF GUAM )

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

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

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

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

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

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

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

**This form shall be submitted in the Bid Envelope.**

AG Procurement Form 004 (Jul. 12, 2010)

**AFFIDAVIT RE ETHICAL STANDARDS**

CITY OF \_\_\_\_\_ )  
 ) ss.  
 ISLAND OF GUAM )

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

The affiant is \_\_\_\_\_ [state one of the following: the offeror, a partner of the offeror, an officer of the offeror] making the foregoing identified bid or proposal. To the best of affiant's knowledge, neither affiant nor any officers, representatives, agents, subcontractors or employees of offeror have knowingly influenced any government of Guam employee to breach any of the ethical standards set forth in 5 GCA Chapter 5, Article 11. Further, affiant promises that neither he or she, nor any officer, representative, agent, subcontractor, or employee of offeror will knowingly influence any government of Guam employee to breach any ethical standards set forth in 5 GCA Chapter 5, Article 11. These statements are made pursuant to 2 GAR Division 4 § 11103(b).

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

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

\_\_\_\_\_  
 NOTARY PUBLIC  
 My commission expires: \_\_\_\_\_

**This form shall be submitted in the Bid Envelope.**

AG Procurement Form 005 (Jul. 12, 2010)

**DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION**

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

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

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

(1) That I am \_\_\_\_\_ [please select one: the offeror, a partner of the offeror, an officer of the offeror] making the bid or proposal in the foregoing identified procurement;

(2) That I have read and understand the provisions of 5 GCA § 5801 and § 5802 which read:

**§ 5801. Wage Determination Established.**

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

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

**§ 5802. Benefits.**

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

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

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

\_\_\_\_\_  
Signature

**This form shall be submitted in the Bid Envelope.**

AG Procurement Form 006 (Feb. 16, 2010)

WD 05-2147 (Rev.-12) was first posted on www.wdol.gov on 08/24/2010

\*\*\*\*\*

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
---	--	--

Shirley F. Ebbesen Director	Division of Wage Determinations		Wage Determination No.: 2005-2147 Revision No.: 12 Date Of Revision: 08/19/2010
--------------------------------	------------------------------------	--	---

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

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.50 per hour or \$140.00 per week or \$606.67 per month

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

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

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

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

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

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

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

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to 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 links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 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.









## Special Provisions

**RE: Renovation of Southern High School Gymnasium**

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

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

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

**This form shall be submitted in the Bid Envelope.**  
GDOE Procurement Form 004

DEPARTMENT OF EDUCATION  
GOVERNMENT OF GUAM



**LOCAL PROCUREMENT PREFERENCE  
APPLICATION**

Based on the law stipulated below, please place a check or mark an "x" on the (1-4) block indicating the section that applies to your business:

5GCA, Chapter 5, Section 5008 titled "Policy in Favor of Local Procurement" of the Guam Procurement Law and the Department of Education Procurement Regulations Section 1.7 States:

"All procurement of supplies and services shall be made from among business licensed to do business on Guam and that maintain an office or other facility on Guam, whenever a business that is willing to be a contractor is:

- 1. A licensed bona fide manufacturing business that adds at least twenty-five percent (25%) of the value of an item, not to include administrative overhead, using workers who are U.S. Citizens or lawfully admitted permanent residents or nationals of the United States, or persons who are lawfully admitted to the United States to work, based on their former citizenship in the Trust Territory of the Pacific Islands;
- 2. A business that regularly carries an inventory for regular immediate sale of at least fifty percent (50%) of the items of supplies to be procured;
- 3. A business that has a bona fide retail or wholesale business location that regularly carries an inventory on Guam of a value of at least one half of the value of the bid or one hundred fifty thousand dollars (\$150,000), whichever is less, of supplies and items of a similar nature to those being sought; or
- 4. A service business actually in business, doing a substantial portion of its business on Guam, and hiring at least ninety-five percent (95%) U.S. Citizens lawfully admitted permanent residents or nationals of the United States to work, based on their citizenship in any of the nations previously comprising the Trust Territory of the Pacific Islands.

Procurement of supplies and services from off-Guam may be made if no local agent for such supplies or services may be found on Guam or if the total cost F.O.B. job-site, unloaded, of procurement from off-island is not greater than eighty-five percent (85%) of the total cost F.O.B. job-site, unloaded, of the same supplies or services when procured from a local source. Justification for off-island procurement must be submitted in writing to the Superintendent of Education or his designee.

- 1. I, \_\_\_\_\_, representative for \_\_\_\_\_, have read the requirements of the law cited above and do hereby qualify and elect to be given the Local Procurement Preference for Bid No. \_\_\_\_\_. By filing in this information and placing my signature below, I understand that Department of Education will review my application and shall determine whether or not the fifteen percent (15%) preference will be applied to the referenced bid.
- 2. I, \_\_\_\_\_, representative for \_\_\_\_\_, have read the requirements of the law cited above and do not wish to apply for the Local Procurement Preference for Bid No. \_\_\_\_\_.

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Title: \_\_\_\_\_  
Telephone No: \_\_\_\_\_  
Fax No: \_\_\_\_\_  
E-Mail: \_\_\_\_\_



**DEPARTMENT OF EDUCATION  
GOVERNMENT OF GUAM**

**BIODEGRADABLE, REUSABLE, RECYCLABLE OR RECYCLED PRODUCTS  
(Public Law 21-22, DOEPR Section 3.914.7)**

When possible, emphasis shall be placed on the purchase of products that are biodegradable, reusable, recyclable, or recycled products, or any combination. These Regulations shall provide that the cost (prior to any adjustments for local vendors) of appropriate biodegradable, reusable, recyclable, or recycled products may be as much as ten percent (10%) greater than the cost of the non-biodegradable, non-reusable, recyclable, or non-recycled products they are replacing.

Please identify line items offered which are recyclable and/or biodegradable products which qualifies my offer to the ten percent (10%) preference allowed by law.

Under the Guam Public Law 21-22, ten percent (10%) allowable preference is given to vendor whose products are biodegradable, reusable, recyclable or recycled materials or any combination thereof.

Please identify products that fall under this category and provide products data sheet or other acceptable written supporting documents.

Bids will be considered only from the bidders who, in the opinion of the Government, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.

The Administrator, Supply Management reserves the right for securing from Bidders information to determine whether or not they are responsible and to inspect plant site, place of business, and supplies and services as necessary to determine their responsibility in accordance with Section 15 of these General Terms and Conditions (DOEPR Section 3.16).

All vendor(s) whose products qualify must complete the following for consideration:

1. Offering recyclable and / or biodegradable product(s):                     Yes                     No
2. List of products offered by the bid line item number(s):

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Title: \_\_\_\_\_  
 Telephone No: \_\_\_\_\_  
 Fax No: \_\_\_\_\_  
 E-Mail: \_\_\_\_\_

**ARRA VENDOR PROGRESS REPORT – DRAFT**

**Federal Programs Division  
Vendor Information  
Monthly/Quarterly Report Format  
Reporting Period: \_\_\_\_\_**

Vendor Name: \_\_\_\_\_

Vendor Address: \_\_\_\_\_

Grant Award Number: \_\_\_\_\_ Vendor DUNS Number: \_\_\_\_\_

Payment Amount: \_\_\_\_\_

Product and Service Description: \_\_\_\_\_

- I. Progress Report  
Please provide: a) the vendor objective(s); b) activities supporting the objective(s); and c) list every evaluative activity or product which aligns to the objective and activity(-ties) that have been met, or accomplishment or status of your project.
- II. Supporting Data  
Attach charts or graphs that support the progress, activities, and objectives of your project.
- III. Using the format below, provide program expenditures and justification on ARRA Funds received.

<u>Category</u>	<u>Amount</u>	<u>Justification</u>
Salaries		
Benefits		
Contractual Services		
Supplies and Materials		
Equipment		
Stipend		
Capital Outlay		

Please submit original and e-mail electronic copies to Program Managers. Also **e-mail electronic copies** to the respective support staff working with your project, (\_\_\_\_\_@gdoe.net) using Microsoft Word and/or Excel.  
**THANK YOU.**

**ARRA PROGRESS REPORT MATRIX - DRAFT**

Grant Award Number: \_\_\_\_\_  
 Grant Title: \_\_\_\_\_  
 Vendor Name: \_\_\_\_\_  
 Vendor Activity Report Period: \_\_\_\_\_

<b>Objectives</b>	<b>Activities</b>	<b>Evaluation/Accomplishment/Status of Objectives</b>
<p>List all objective(s) as stated on the Plan of your Project.</p> <p><b>Example:</b> (as stated in the Plan)</p> <p>1a) To provide the necessary repairs &amp; renovations of Southern High School to be in compliance with ADA Requirements</p>	<p>List all activities as stated on the Plan of your Project.</p> <p><b>Example:</b> (as aligned to each Objective)</p> <p>1a) Access Points of the School's Entrances will have ramps to accommodate wheelchairs.</p>	<p>List every evaluative activity or product which aligns to the objective and activity (-ties) that have been met, or accomplishment or status of your project <u>only for this quarter.</u></p> <p><b>Example:</b> (as aligned to each objective and activity)</p> <p>1a) Entrance stairways have been widened and ramps have been installed to accommodate wheelchairs.</p>

