

CIVILLE & TANG, PLLC
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 HAGÁTÑA, GUAM 96910
 TELEPHONE: (671)472-8868
 FACSIMILE: (671) 477-2511

RECEIVED
 OFFICE OF PUBLIC ACCOUNTABILITY
 PROCUREMENT APPEALS
 DATE: Sept. 13, 2013
 TIME: 4:50 AM PM BY: R. Field
 FILE NO OPA-PA: 1390

Attorneys for Appellant JMI Edison

**OFFICE OF PUBLIC ACCOUNTABILITY
 PROCUREMENT APPEAL**

In the Appeal of

JMI-Edison,

Appellant.

Docket No. OPA-PA-13-010

**APPELLANT JMI-EDISON'S
 EXHIBIT LIST**


Appellant, JMI-Edison ("JMI"), by and through its Attorneys of record, CIVILLE & TANG, PLLC., may introduce one or more of the below described exhibits at trial:

No.	DATE	DESCRIPTION	IDENTIFIED	ADMITTED
1.	6/22/13	Notice of Intent to Award		
2.		Indefinite Quantity Bid		
3.	2/6/13	Clarification #1		
4.	2/21/13	Amendment #2		
5.	3/4/13	Clarification #2		
6.	3/7/13	Amendment #3		
7.	3/28/13	Clarification #3		
8.		Notice of Debarment		

JMI reserves the right to add to this list if more documents are found to be relevant to the issue presented at the trial and use any exhibits listed in Guam Department of Education's or J&B Modern Tech's Exhibit Lists.

DATED at Hagåtña, Guam, this 18th day of September, 2013.

CIVILLE & TANG, PLLC

By: 

JOSHUA D. WALSH
Attorneys for Appellant JMI Edison

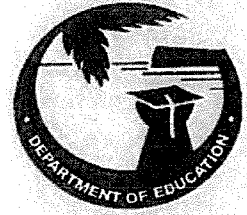
EXHIBIT 1



Jon J. P. Fernandez
Superintendent of Education

**DEPARTMENT OF EDUCATION
OFFICE OF SUPPLY MANAGEMENT**

www.gdoe.net
Manuel F.L. Guerrero/Administration Building
2nd Floor, Suite B-220
Hagatna, Guam 96910
Telephone: (671) 300-1581 Fax: (671) 472-5001
Email: procurement@gdoe.net



Marcus Y. Pido
Supply Management Administrator

June 22, 2013

BID STATUS AND INTENT TO AWARD

To: All Participating Bidders

Reference: Indefinite Quantity Bid for Purchase of Air Conditioning Equipment
Formal Bid: GDOE IFB 008-2013

The following actions have been taken with regards to GDOE Invitation for Bid ("IFB") 008-2013, Indefinite Quantity Bid for Purchase of Air Conditioning Equipment.

A public opening of bids was conducted on Thursday, March 28, 2013 at 10:00 am. A total of four (4) bids were submitted by the following bidders:

1. J&B Modern Tech (Time submitted: 9:33 am, Date: 3/28/13)
2. Johnson Control (Time submitted: 9:34 am, Date: 3/28/13)
3. JMI – Edison (Time submitted: 9:41 am, Date: 3/28/13)
4. DCK Pacific Guam, LLC (Time submitted: 9:57 am, Date: 3/28/13)

As stated in the IFB packet from the following section:

Page 9, Section 2.4 – Award, subsection 2.4.1 – Evaluation Factors for Award:

1st bullet

- Bid price for the purpose of award will be determined by taking the Total Lump Sum Bid Price for the EXTENSION. The Total Lump Sum Bid Price for the extension will be determined by adding all the prices contained in Bid Form Item (C). **The Total Lump Sum Bid Price for the Extension will only be used for evaluation purposes.** The Bid price for the purpose of Contract for the initial term will determined by taking the Total Lump Sum Price for the 1st Year Contract Price. The Total Lump Sum Bid Price for the 1st Year Contract Price will be determined by adding all the prices contained in Bid Form Item (D).

After further review, it is recommended to award this IFB to the lowest most responsive and responsible bidder, namely to:

J&B Modern Tech	Total Lump Sum of Item (C):	<u>\$10,926,274.00</u>
	Total Recommended Award:	<u>\$7,484,674.00</u>

Bid **was not** recommended for award to the following bidders:

Johnson Controls	Total Lump Sum of Item (C)	<u>\$12,352,549.00</u>
DCK Pacific Guam, LLC	Total Lump Sum of Item (C)	<u>\$14,538,546.93</u>

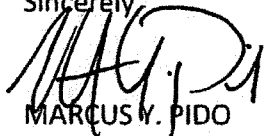
The following bidder **JMI-Edison** was considered non-responsive for the following reason:

Clarification 1 was issued on February 6, 2013, in response to written questions submitted by potential bidders. On Page 2, in response to question F from J&B Modern Tech, GDOE instructed that **"Bidders shall offer one (1) price per item and shall submit one (1) bid"**

If you have any questions regarding this matter, kindly contact our office at 300-1585.

Please acknowledge receipt and return via e-mail to: cttaitano@gdoe.net

Sincerely



MARCUS V. PIDO
Supply Management Administrator

cc: Procurement File: IFB 008-2013

Acknowledgement Receipt:

Print Name

Signature and Date

Company Name

J&B Modern Tech	Total Lump Sum of Item (C):	<u>\$10,926,274.00</u>
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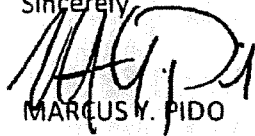
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Please acknowledge receipt and return via e-mail to: cttaitano@gdoe.net

Sincerely,



MARCUS Y. PIDO
Supply Management Administrator

cc: Procurement File: IFB 008-2013

Acknowledgement Receipt:

GENE M. BADGAYAN

Print Name

[Handwritten Signature] 6-24-13

Signature and Date

J & B MODERN TECH

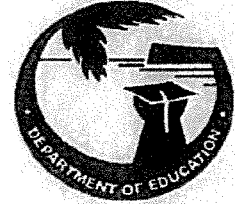
Company Name



Jon J. P. Fernandez
Superintendent of Education

**DEPARTMENT OF EDUCATION
OFFICE OF SUPPLY MANAGEMENT**

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Marcus Y. Pido
Supply Management Administrator

June 22, 2013

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Reference: Indefinite Quantity Bid for Purchase of Air Conditioning Equipment
Formal Bid: GDOE IFB 008-2013

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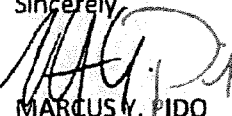
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If you have any questions regarding this matter, kindly contact our office at 300-1585.

Please acknowledge receipt and return via e-mail to: cttaitano@gdoe.net

Sincerely

MARCUS M. PIDO
Supply Management Administrator

cc: Procurement File: IFB 008-2013

Acknowledgement Receipt:

EDUARDO R. ILLANO
Print Name

[Handwritten Signature] 6/24/2013
Signature and Date

JMI-EDISON
Company Name



Jon J. P. Fernandez
Superintendent of Education

**DEPARTMENT OF EDUCATION
OFFICE OF SUPPLY MANAGEMENT**

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Marcus Y. Pido
Supply Management Administrator

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After further review, it is recommended to award this IFB to the lowest most responsive and responsible bidder, namely to:

EXHIBIT 2

Indefinite Quantity Bid for
Purchase of Air Conditioning
Equipment



Invitation for Bid

No. 008-2013

Guam Department of Education

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

A handwritten signature in black ink, appearing to read "M.Y. Pido".

MARCUS Y. PIDO

Supply Management Administrator

Section 1 – Invitation For Bid (IFB) Timeline

1.1 – INVITATION FOR BID (IFB) TIMELINE

<u>Date</u>	<u>Activity</u>	<u>Time</u>
Friday, January 25, 2013	IFB Issuance	
Friday, February 01, 2013	Deadline for Submission of Pre-Bid Written Questions	4:00 p.m., Chamorro Standard Time, ChST
Wednesday, February 06, 2013	Deadline for GDOE Response to Pre-Bid Written Questions	4:00 p.m., Chamorro Standard Time, ChST
Monday, February 25, 2013	Deadline for Submission	10:00 a.m., Chamorro Standard Time, ChST

Section 2 – General Information, General Instructions & Project Scope

2.1 – PROJECT TITLE AND OVERALL SCOPE

GDOE IFB 003-2013, INDEFINITE QUANTITY BID FOR PURCHASE OF AIR CONDITIONING EQUIPMENT

2.1.1 – PURPOSE

The Guam Department of Education (GDOE) intends to Purchase Air Conditioning Equipment for all Public Schools and Support Facilities.

An award pursuant to this IFB will be initially funded with the Guam Education Act Trust Account. GDOE reserves the right to fund any award with other local or grant funds as such funds may be available.

2.1.2 – PROJECT/PURCHASE SCOPE

A. PURCHASE AND INSTALLATION OF HVAC UNITS

1. Remove and Install all HVAC units recommended by the Guam Department of Education (GDOE) Facilities and Maintenance Division.
2. Contractor must provide and install tie-down (typhoon) straps to all outdoor condensing units once units are installed.
3. Contractor must provide protection of condenser units that are being installed on the ground, such as fencing and concrete pads when required.
4. Contractor must provide wall brackets when required and as recommended by the Guam Department of Education, Facilities and Maintenance Division.
5. Contractor shall be required to submit Shop Drawing prior to installation approval.
6. Contractor shall be required to test all electrical connections to safe guard new installations.
7. Contractor shall be responsible for repairs to all existing penetrations (windows, louvers, door headers etc...) and shall have no penetration thru windows, louvers, wooden door headers.
8. For all roof penetrations contractor must secure Manufacturers roofing Certification for repairs.
9. Prior to replacement of any units, the Contractor must recover refrigerant from units and contractor must certify and record the removal of refrigerant from existing HVAC units.
10. The Contractor shall remove all existing units to be replaced and transport these units to the receiving warehouse located in Piti, Guam; Fixed Assets (Property) Section shall be notified of all removal for proper accounting and disposition.
11. For all new HVAC units, delivery will be made directly to the site of installation. Delivery of all new HVAC units will be made on the day installation is scheduled. Installation must include all electrical requirements from main panel box to disconnect switch and to the new HVAC units i.e. junction boxes, conduits, panels and etc. and shall conform with the National Electrical Code (NEC) 2008. Contractor must submit separate cost proposal on any request for replacement of any electrical requirements and other

related work not covered in the original Scope of Work and Guam Department of Education reserves the right to solicit other price quotation/cost proposal from other vendors should Guam Department of Education deems that Contractor's proposal is excessive/high.

12. After installation, HVAC units must be completed and ready for operation-ready to use. All electrical requirements shall meet the National Electrical Code (NEC) Article 440 Air Conditioning and Refrigeration Equipment.
13. The Contractor must provide both a hard copy and an electronic copy of a list to Facilities and Maintenance Division Manager indicating where the units are installed and the date the units were installed, including date(s) of anticipated preventative maintenance.
14. Contractor shall provide an installation plan for all new HVAC units that are to be installed.
 - A. Contractor must work with Facilities and Maintenance Division in conjunction with Inventory Management Office for an approved plan.
 - B. If a delay occurs for any HVAC unit to be installed at GDOE, any changes in the installation plan must be approved by Facilities and Maintenance.
15. Transition duct must be included with all new Centralized HVAC unit installations. Contractor must submit separate cost proposal on any request for replacement of supply and return ducts and other related work not covered in the original Scope of Work and Guam Department of Education reserves the right to solicit other price quotation/cost proposal from other vendors should Guam Department of Education deems that Contractor's proposal is excessive/high.
16. After the installation of each HVAC unit, the Facilities and Maintenance Division will inspect the each newly installed HVAC unit and determined if the Contractor conformed to the installation requirements 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. Installation of a HVAC unit will be deemed acceptable upon the GDOE's acceptance of the Five (5) year warranty document for each installed HVAC unit.
17. The Contractor shall provide for all newly installed HVAC units, a five (5) year warranty (Title 17 Guam Code Annotated (GCA) Education; Chapter 7 Physical Plant. 7119).

The Five (5) Year warranty for each HVAC unit will come into upon GDOE's acceptance of the Five (5) year warranty document for each installed HVAC unit.

The Contractor will guarantee the five (5) year warranty, so long as, the preventative maintenance is performed according to the Preventative Maintenance Schedule supplied by the Contractor.

The Contractor in submitting their bid acknowledges and agrees that in the event that preventative maintenance is performed on the installed HVAC units by a person(s) other than the Contractor, the Contractor will continue to honor the five (5) year warranty, so

long as, Preventative Maintenance is performed according to the Preventative Maintenance Schedule.

The Contractor in submitting their bid acknowledges and agrees that any communications concerning the interpretation of the Five (5) year warranty is to be directed to GDOE's Supply Management Administrator.

NOTE: Title 17 Guam Code Annotated (GCA) Education; Chapter 7 Physical Plant. 7119. Standards for air conditioning systems funded herein.

18. Any HVAC units (Systems) purchased and used by the Guam Department of Education (GDOE) shall:
 - A. Meet the comfort and air quality standards set forth for heating, ventilation and air conditioning (HVAC) equipment provide in Chapter 5 of the Federal GSA's facilities Standards for Public Buildings Services (Revised November 2000 or Later – PBS-100);
 - B. Repair and replacement parts are readily available within five (5) days, and on Saturdays, Sundays and Government of Guam holidays; and
 - C. Be the subject of a warranty and maintenance agreement that guarantees the system's working life for not less than five (5) years.
19. All new AC Units (with the exception of 9,000 & 12,000 BTU units) are required to have Fresh Air Intakes/Make-Up-Air Units installed as a function and feature of the AC unit or be provided as an external accessory.
20. Contractor shall follow AIR CONDITION TECHNICAL SPECIFICATIONS section here in.

2.1.3 – PURCHASE DESCRIPTION

This Invitation for Bid (IFB) contains detailed specifications for the purchase of Air Conditioning Equipment for Guam Department of Education (GDOE) Public Schools and Support Facilities.

PACKAGE UNITS, SPLIT TYPE UNITS, SPLIT DUCTED TYPE UNITS & CHILL WATER TYPE UNITS:

MINI SPLIT TYPE UNITS	PACKAGE UNITS	SPLIT DUCTED TYPE UNITS	CHILLED WATER TYPE UNIT
12000 BTU-36000 BTU	5 TON-50 TON	5 TON-100 TON	170 TON

For all new HVAC units, installation must include all electrical requirements from main panel box to disconnect switch and to the new HVAC units i.e. junction boxes, conduits, panels and etc. HVAC units shall conform to the National Electrical Code (NEC) 2008. HVAC units shall be complete and ready for operation-ready to use. All electrical requirements shall meet the National Electrical Code (NEC) Article 440 Air Conditioning and Refrigeration Equipment.

2.1.4 – TERM OF WORK

The initial award under this IFB shall be for a term of approximately one year, or through September 30, 2014. The initial award will be for the purchase and installation of the HVAC units, and will include Preventative Maintenance for the initial term. GDOE, at its discretion, may renew the Contract strictly for Preventative Maintenance services for four (4) additional one year terms. Bidders should submit separate bid prices for air conditioning units, inclusive of installation, and preventative maintenance for the initial award term. In the event GDOE opts to renew the Contract for Preventative Maintenance services

subsequent to the initial term, the bid prices for Preventative Maintenance services for the four (4) additional one year terms will be considered binding upon the Contractor. BIDS WILL BE EVALUATED ACCORDING TO SECTION 2.4.1.

A multi-term agreement for services under this IFB will be cancelled only if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal period succeeding the first; this does not affect either GDOE's or the Contractor's rights under any termination clause in an agreement for services. GDOE will notify the Contractor on a timely basis whether funds are available for the continuation of an agreement for services for each succeeding fiscal period. In the event of a cancellation due to the unavailability of funds, Contractor will be reimbursed, reasonable incurred, nonrecurring costs.

2.1.5 – PROJECT SITES AND PLANS

Bidders submitting bids in response to this IFB will be presumed to have inspected the project sites. The failure or omission of any bidder to inspect the Project site shall in no way relieve any bidder from any obligation with respect to his bid.

2.1.6 – ALL OR NONE BID

This solicitation is an **ALL OR NONE BID** and bids will be evaluated based on the lump sum price required in the bid form for this IFB. Bid forms should be completed for all required parts of the project. GDOE will not make itemized awards under this IFB. Requests for itemized pricing may be made by GDOE for the purpose of establishing unit prices that may be arise from the project.

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

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

2.2 – GENERAL INSTRUCTIONS

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

2.2.1 – COMMUNICATION REGARDING THE IFB

ANY CORRESPONDENCE OR COMMUNICATION BY A POTENTIAL BIDDER WITH GDOE MUST BE MADE IN WRITING VIA EMAIL ADDRESSED TO ALBERT G. GARCIA AT aggarcia@gdoe.net OR BY FACSIMILE AT 671-472-5001 OR BY HAND DELIVERY AT THE GDOE SUPPLY MANAGEMENT OFFICE. ALL WRITTEN COMMUNICATIONS MUST REFERENCE IFB 008-2013 IN THE SUBJECT OR REFERENCE LINE.

2.2.2 – ACCEPTABLE FORMAT OF BIDS

This solicitation is for an indefinite quantity of Air Conditioning Equipment for all Public Schools and Support Facilities described in Section 2.1.3 – Purchase Description, these Air Conditioning Equipment should be furnished as ordered. The objective of this Indefinite Quantity Bid is to establish a Fixed –price for Air Conditioning Equipment. Regardless of future needs, this award shall be subject to the availability of funds. GDOE shall have the sole discretion to determine if orders will be placed for additional Air Conditioning Equipment in excess of the minimum quantities set in this IFB.

2.2.3 – ACCEPTABLE FORMAT OF BIDS

Bids must be made in writing and on the bid forms contained in this IFB. For each bid, bidders should submit one (1) original copy and one (1) duplicate copy for a total of two (2) documents. Bidders should

also submit one (1) compact disc (CD) containing electronic copies of the bid submittal. The bid should be submitted in a sealed envelope and delivered to the address listed in **Section 2.2.4**.

The bid envelope should be plainly marked as follows:

<p>The Guam Department of Education Invitation For Bid No. <u>008-2013</u></p> <p>Bidder's Name: _____ Submittal Date: ___/___/___ Submittal Time: ___:___ a.m./p.m.</p> <p>Attention: Albert G. Garcia Buyer Supervisor II</p>

2.2.4 – TIME AND DATE FOR RECEIPT OF BIDS

Bids must be received by GDOE by:

TIME: **10:00 AM** Chamorro Standard Time (ChST)

DATE: Monday, February 25, 2013

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

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

PHYSICAL ADDRESS: Guam Department of Education, Supply Management Office
Re: IFB No. 008-2013
Manuel F.L. Guerrero Administration Building, 2nd Fl., Rm. 220
312 Aspinall Avenue
Hagatna, Guam 96910

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

MAILING ADDRESS: Guam Department of Education, Supply Management Office
Re: IFB No. 008-2013
Government of Guam
P.O. Box DE
Hagatna, Guam 96932

2.2.5 – BID SUBMISSION FORM

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

2.2.6 – ALTERNATE BIDS NOT ACCEPTED

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

2.2.7 – LATE BIDS NOT ACCEPTED

Bids received after the time and date in **Section 2.2.4 – Time and Date for Receipt of Bids** will be considered nonresponsive and disqualified from consideration for award.

2.2.8 – TRADE SECRETS AND OTHER PROPRIETARY DATA

Bidder must complete and submit **GDOE Procurement Form 004** with the bid, whether or not the Bidder wishes to designate information within a bid as a Trade Secret or other Proprietary Information.

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

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

2.2.9 – ACKNOWLEDGEMENT OF AMENDMENTS TO IFB

Bidders must acknowledge in writing the receipt of any amendments to this IFB. Signature blocks are included on any amendments to this IFB. Bidders must sign their acknowledgement of receipt on the amendment and return the signed copy either via e-mail or fax to GDOE. Signed copies of all amendment to this IFB must also be included in the bid submission. **Bidders who fail to properly acknowledge IFB amendments and also include them in their bid submission may be deemed nonresponsive and disqualified from participating in this solicitation.**

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

2.3.1 – PRE-BID CONFERENCE.

GDOE may, at its option, conduct a pre-bid conference in accordance with 2 GAR Div 4 §3109(g)(4). In the event a pre-bid conference is scheduled, GDOE will announce the time and place of the conference to all prospective bidders known to have received an IFB.

2.3.2 – PRE-BID WRITTEN QUESTIONS

Potential bidders may submit written questions concerning this IFB before the time and date listed below. Questions must be submitted in writing according to the instructions contained in Section 2.2.1 herein. All questions and responses will be made available in writing to every potential bidder. Questions submitted after the time and date below will not be considered or answered.

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

TIME: 4:00 PM Chamorro Standard Time (ChST)

DATE: Friday, February 01, 2013

2.4 – AWARD

2.4.1 – EVALUATION FACTORS FOR AWARD

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

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

- a) Price of overall performance and delivery
 - b) Responsiveness to the requirements of this IFB.
- Bid price for the purpose of award will be determined by taking the Total Lump Sum Bid Price for the EXTENSION. The Total Lump Sum Bid Price for the Extension will be determined by adding all the prices contained in Bid Form Item (C). The Total Lump Sum Bid Price for the Extension will only be used for evaluation purposes. The Bid price for the purpose of Contract price for the initial term will be determined by taking the Total Lump Sum Price for the 1st Year Contract Price. The Total Lump Sum Bid Price for the 1st Year Contract Price will be determined by adding all the prices contained in Bid Form Item (D).
 - Bidders must submit C13, C40 and C51 Certificates from the Guam Contractor's Licensing Board WITH THEIR BID. Failure to submit these documents will result in a nonresponsive bid and disqualification from consideration for award.
 - Bidders must supply the Preventative Maintenance Schedule for each HVAC unit size. The Preventative Maintenance Schedule will explicitly state the minimum requirements for preventative maintenance that is required for each HVAC unit in order to maintain the Five (5) year warranty. Failure to submit these documents will result in a nonresponsive bid and disqualification from consideration for award.
 - Bidders must complete, sign and submit the Certification Form with their bid. The Certification Form is contained in ATTACHMENT B. Failure to submit this document will result in a nonresponsive bid and disqualification from consideration for award.

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

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

2.4.2 – NOTICE OF AWARD

Bidders submitting bids in response to this IFB will be notified in writing should their bid be determined to be the lowest most responsive and responsible bidder. For solicitations over \$25,000 all bidders submitting bids will be notified in writing of the successfulness or unsuccessfulness of their response to this IFB. Written notice of award will be public information and made a part of the procurement file. Any award pursuant to this IFB will not be complete until an agreement for the scope of work is fully executed by the selected Bidder, GDOE, and other required parties. A sample agreement is included in this IFB s ATTACHMENT C. GDOE reserves the right to alter the sample agreement as allowed by applicable law or regulation.

Upon receipt of a Notice of Award, the Contractor will have ten (10) days to submit to GDOE the names and Guam EPA Certificates for all certified technicians that will be performing services pursuant to this IFB. Contractor must also submit the names of all non-certified employees that will be performing services pursuant to this IFB. Contractor must provide written verification that each named certified technician and employee have a minimum of five years' experience in the field of air conditioning maintenance and repair. Failure to provide such documentation may result in a finding that Contractor is not a responsible bidder.

2.4.3 - DETERMINATION OF RESPONSIBILITY

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

2.5 – GENERAL INFORMATION

2.5.1 – PROJECT DELIVERY

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

The Project being procured through this IFB must be delivered according to the following guidelines:

Upon execution of Contract and submission of documents required by the IFB, GDOE will issue a notice to proceed. The selected Contractor shall commence ordering the initial order of HVAC units immediately after receipt of the Notice to Proceed (NTP).

If subsequent orders of HVAC units are placed within the initial term, Contractor must order the HVAC units immediately upon receipt of a subsequent order. The installation of the initial order of HVAC units must be installed within 180 days from the receipt of the Notice to Proceed. The installation of subsequently ordered HVAC units must be installed within 180 days from the receipt of the subsequent order.

Upon receipt of the Notice to Proceed or receipt of a subsequent order, the Facilities & Maintenance Manager or his or her designee must approve Contractor's an installation plan for all the HVAC units. Upon delivery, Contractor is to install the HVAC units according to the approved installation plan. Again, the installation of all HVAC units must be installed within 180 days from the receipt of the Notice to Proceed (for all HVAC units part of the initial order of HVAC units) or within 180 days from the receipt of a subsequent order (for all HVAC units part of a subsequent order of HVAC units) in accordance with the installation schedule.

Upon the completion of the installation of each HVAC unit, Contractor must submit an annual preventative maintenance deployment plan for each installed HVAC unit. The annual preventative maintenance deployment plan schedules the preventative maintenance for each installed HVAC unit. The annual preventative maintenance deployment plan must have written approval from the Facilities & Maintenance Manager or his or her designee. As subsequent HVAC units are installed, Contractor must add these HVAC units to the annual preventative maintenance deployment plan. The preventative maintenance of all HVAC units must be performed in accordance with the Preventative Maintenance Schedule, supplied by the Contractor. NOTE: Performance of preventative maintenance in accordance with the Preventative Maintenance Schedule is to guarantee the Contractor's Five (5) Warranty for each HVAC unit required by the IFB.

All work must have prior written approval from the Facilities & Maintenance Manager or his or her designee. In the case of the installation of HVAC units, the Contractor must follow the installation schedule issued by the Facilities & Maintenance Manager or his or her designee will serve as prior written

approval. In the case of preventative maintenance, the Facilities and Management Division's approval of the Contractor's annual preventative maintenance deployment plan will serve as prior written approval. GDOE will not be responsible for any unauthorized work performed by the Contractor.

2.5.2 –METHOD OF PAYMENT

The successful Bidder shall submit invoices to GDOE monthly for payment upon **project delivery** as defined in Section 2.5.1 of the IFB.

2.5.3 – INSPECTION AND ACCEPTANCE OF GOODS

Bidders submitting bids in response to this IFB should be aware that GDOE will inspect and test all goods, supplies, materials or equipment delivered in response to this IFB. GDOE reserves the right to reject and, at its discretion, require replacement of those items that are determined to be defective in material, construction, workmanship, manufacturing, or performance and/or that do not conform to the specifications described in this IFB.

2.5.4 – BOND REQUIREMENTS, PERFORMANCE AND PAYMENT GUARANTEES

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

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

A bid guarantee or bid bond in the amount of 15 percent (15%) of the bidder's total bid price must be included with the bid. The bid guarantee may be in the form of a surety bond issued by a surety company authorized to do business in Guam, or in the form of a cashier's check, a certified check or a letter of credit.

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

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

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

2.5.4.2 – PERFORMANCE BOND REQUIREMENTS FOR CONTRACT AMOUNTS IN EXCESS OF \$25,000.00

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

2.5.4.3 – PERFORMANCE BOND REQUIREMENTS FOR CONTRACT AMOUNTS IN EXCESS OF \$25,000.00

The price of this Contract is expected to exceed Twenty-five Thousand Dollars (\$25,000.00). For all contracts in excess of that amount, pursuant to 5 G.C.A. § 5304 and 2 GAR 4 § 5104 execution of a contract pursuant to this IFB, the successful bidder is required to deliver a performance bond executed by a surety company authorized to do business in Guam for one hundred percent of the contract price. The purpose of the payment bond is to guarantee payment and protection for those furnishing labor and materials to the contractor or its subcontractors for the work bonded.

2.5.5 –TAXES

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

2.5.6 – AUTHORITY TO ISSUE THIS IFB

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

2.5.7 –COSTS OF BID PREPARATION

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

Section 3 –TERMS AND CONDITIONS

3.1 – REFERENCE TO LAW AND REGULATIONS

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

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

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

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

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

3.3 – LIST OF FORMS REQUIRED FOR ALL SOLICITATIONS

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

3.4 – DISCLOSURE OF OWNERSHIP AND COMMISSIONS

Bidders must expressly identify all major shareholders in accordance with 5 GCA § 5233.

***** AG Procurement Form 002 (Rev. Nov. 17, 2005) must be completed and included with a Bid *****

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

Bidders must certify that the submitted price or offer was independently arrived at without collusion in accordance with 2 GAR Div. 4 § 3126(b).

***** AG Procurement Form 003 (Jul. 12, 2010) must be completed and included with a Bid *****

3.6 – PROHIBITION AGAINST GRATUITIES AND KICKBACKS

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

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

***** AG Procurement Form 004 (Jul. 12, 2010) must be completed and included with a Bid *****

3.7 – REPRESENTATION REGARDING ETHICAL STANDARDS

Bidders must affirm that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.

***** AG Procurement Form 005 (Jul. 12, 2010) must be completed and included with a Bid *****

3.8 – REPRESENTATION REGARDING CONTINGENT FEES

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

***** AG Procurement Form 007 (Jul. 12, 2010) must be completed and included with a Bid *****

3.9 – RIGHT OF GDOE TO CANCEL INVITATION FOR BID

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

3.10 – PROHIBITION AGAINST EMPLOYMENT OF SEX OFFENDERS

Any entity providing services pursuant to this IFB is prohibited from employing sex offenders to provide the goods or services procured through this IFB, in accordance with 5 GCA § 5253, which states,

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

- (a) No person convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA in Guam, or an offense in any jurisdiction which includes, at a minimum, all of the elements of said offenses, or who is listed on the Sex Offender Registry, and who is employed by a business contracted to perform services for an agency or instrumentality of the government of Guam, shall work for his employer on the property of the government of Guam other than a public highway.
- (b) All contracts for services to agencies listed herein shall include the following provisions: (1) warranties that no person providing services on behalf of the contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry; and (2) that if any person providing services on behalf of the contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.
- ...
- (d) any contractor found in violation of §5253(b), after notice from the contracting authority of such violation, shall, within twenty-four (24) hours, take corrective action and shall report such action to the contracting authority. Failure to take corrective action within the stipulated period may result in the temporary suspension of the contract at the discretion of the contracting authority.

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

3.11 – WAGE AND BENEFITS DETERMINATION FOR SERVICES

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

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

****** AG Procurement Form 006 (Feb. 16, 2010) must be completed and included with a Bid ******

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

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

Section 4 –FORMS REQUIRED IN RESPONSE TO IFB

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

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

GUAM DEPARTMENT OF EDUCATION
MANUEL F.L. GUERRERO/ADMINISTRATION BUILDING
GOVERNMENT OF GUAM
P.O. BOX DE
HAGÁTÑA, GUAM 96932
TEL: 671-475-0438 | FAX: 671-475-5001



BID BOND

No. _____

KNOW ALL MEN BY THESE PRESENTS that we _____, as Principal hereinafter called the Principal, and Bonding Company, _____ a corporation duly organized 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 well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for; IFB NO. 008-2013: INDEFINITE QUANTITY BID FOR PURCHASE OF AIR CONDITIONING EQUIPMENT

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

Signed and sealed this _____ day of _____, 20_____.

(PRINCIPAL) (SEAL)

(WITNESS)

(WITNESS)

(TITLE)

(SURETY) (SEAL)

(TITLE)

(ATTORNEY-IN -FACT)

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

GDOE Procurement Form 001: Government Standard Form BB-1



Special Provisions

INDEFINITE QUANTITY BID FOR PURCHASE OF AIR CONDITIONING EQUIPMENT

RE: GDOE IFB 008-2013

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

_____ (COMPANY NAME, hereafter the "Bidder") hereby warrants that if awarded a contract or purchase order pursuant to the IFB referenced above, it shall comply with the provisions of 5 GCA §5253, specifically that no person in its employment who has been convicted of a sex offense under the provisions of chapter 25 of Title 9 of Guam code Annotated or of an offense defined in Article 2 of chapter 28 of Title 9 of the Guam Code annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry, shall provide services pursuant to the IFB while on government of Guam property, with the exception of public highways. If any employee is providing services on government property and is convicted subsequent to an award of a contract, then the bidder warrants that it will notify the Guam Department of Education ("GDOE") of the conviction within twenty-four (24) hours of the conviction, and will immediately remove such convicted person from providing services on government property. If the bidder is found to be in violation of any of the provisions of this paragraph, then GDOE will give notice to the bidder to take corrective action. The bidder shall take corrective action within twenty-four (24) hours of notice from the Government, and shall notify the Government when action has been taken. If the bidder fails to take corrective steps within twenty-four (24) hours of notice from GDOE, then GDOE in its sole discretion may temporarily suspend the contract or purchase order.

COMPANY NAME

NAME OF AUTHORIZED REPRESENTATIVE

SIGNATURE/DATE

[GDOE Procurement Form 101](#)

**GOVERNMENT OF GUAM
DEPARTMENT OF EDUCATION**

PERFORMANCE BOND

BOND NO. _____

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

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

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

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

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

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

Signed and sealed this day of _____, 20_____

(PRINCIPAL)

(SEAL)

(WITNESS)

(TITLE)

(WITNESS)

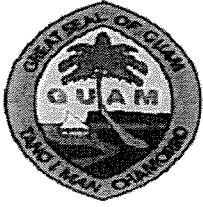
(BONDING COMPANY)

(TITLE)

BY: _____

(ATTORNEY-IN FACT)

GDOE Procurement Form 003
Government Standard Form PB-1



Jon J.P. Fernandez
Superintendent of Education

DEPARTMENT OF EDUCATION
OFFICE OF SUPPLY MANAGEMENT

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



Marcus Y. Pido
Supply Management Administrator

INVITATION FOR BID - PROPRIETARY DATA DESIGNATION FORM

INDEFINITE QUANTITY BID FOR PURCHASE OF AIR CONDITIONING EQUIPMENT

INVITATION FOR BID (IFB): 008-2013

Pursuant to 2 GAR §3109(I)(2),

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

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

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

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

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

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

I, _____, an authorized representative of _____, hereby request that the sections and page numbers listed below of the bid submitted in response to **GDOE IFB No. 008-2013** be considered a trade secret or proprietary data and therefore exempt from public disclosure:

Name: _____

Signature

Title: _____

Company: _____

[GDOE Procurement Form 004](#)

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

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

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

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

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

Signed and sealed this day of _____, 20_____

(PRINCIPAL) (SEAL)

(WITNESS)

(TITLE)

(BONDING COMPANY)

(MAJOR OFFICER OF SURETY)

(TITLE)

BY: _____
(ATTORNEY-IN FACT)

GDOE Procurement Form 005

SECTION 5 – BID FORMS

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

(THE REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK)

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

WD 05-2147 (Rev.-14) was first posted on www.wdol.gov on 06/19/2012

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Diane C. Koplewski Division of
Director Wage Determinations

Wage Determination No.: 2005-2147
Revision No.: 14
Date Of Revision: 06/13/2012

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 Surface Programs (see 2)	20.74
30621 - Weather Observer, Senior (see 2)	23.00
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	8.15
31030 - Bus Driver	9.69
31043 - Driver Courier	8.97
31260 - Parking and Lot Attendant	7.25

31290 - Shuttle Bus Driver	9.99
31310 - Taxi Driver	8.21
31361 - Truckdriver, Light	8.97
31362 - Truckdriver, Medium	11.61
31363 - Truckdriver, Heavy	12.48
31364 - Truckdriver, Tractor-Trailer	12.48
99000 - Miscellaneous Occupations	
99030 - Cashier	7.46
99050 - Desk Clerk	9.70
99095 - Embalmer	22.74
99251 - Laboratory Animal Caretaker I	16.24
99252 - Laboratory Animal Caretaker II	17.04
99310 - Mortician	22.74
99410 - Pest Controller	13.28
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	10.76
99711 - Recycling Specialist	16.27
99730 - Refuse Collector	10.24
99810 - Sales Clerk	8.95
99820 - School Crossing Guard	15.03
99830 - Survey Party Chief	20.30
99831 - Surveying Aide	11.54
99832 - Surveying Technician	15.00
99840 - Vending Machine Attendant	20.19
99841 - Vending Machine Repairer	23.57
99842 - Vending Machine Repairer Helper	20.19

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.71 per hour or \$148.40 per week or \$643.07 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 link to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

performs any contract work.

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

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

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

6) The contractor informs the affected employees.

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

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

**DEPARTMENT OF EDUCATION
ATTACHMENT A
BID SPECIFICATIONS FOR
IFB 008-2013**

INDEFINITE QUANTITY BID FOR PURCHASE OF AIR CONDITIONING EQUIPMENT

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE + 1 YEAR P.M. (A)	2 ND -5 TH PER YR. per unit P.M. PRICE (B)	(A +B) x (QTY) = EXTENSION (C)	(A) x (QTY) = 1 ST Year Contract Price (D)
1.	MINI SPLIT TYPE UNIT 12,000 BTU WITH PIPING KIT VOLTAGE: 208/230 VOLTS PHASE-1 HZ-60 Power Inverter Type SEER: 15 MINIMUM TYPE WALL MOUNTED/CEILING MOUNTED INDOORS OUTDOOR UNIT: UPWARD/SIDE BLOW REFRIGERANT: 410A VOLTAGE MONITOR (EXTERNAL) ORIGIN: BRAND NAME: MANUFACTURER: WARRANTY:	144 EA				

Bidder affirms the Total Bid Price listed above is its bid in response to this IFB and that it shall remain irrevocable for ninety days.

Bidder affirms that Unit Price + 1 Year P.M. listed in (A) includes a Five (5) Year Warranty pursuant to Title Guam Code Annotated (GCA) Education; Chapter 7 Physical Plant. 7119. Standards for air conditioning systems funded herein.

NAME OF BIDDER (FIRM): _____.

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____ DATE: _____.

NAME (PRINT/TYPE): TITLE: _____.

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE + 1 YEAR P.M. (A)	2 ND -5 TH PER YR. P.M. PRICE (B)	(A + B) x (QTY) = EXTENSION (C)	(A) x (QTY) = 1 ST Year Contract Price (D)
2.	MINI SPLIT TYPE UNIT 18,000 BTU WITH PIPING KIT VOLTAGE: 208/230 VOLTS PHASE-1 HZ-60 Power Inverter Type SEER: 15 MINIMUM TYPE WALL MOUNTED/CEILING MOUNTED INDOORS OUTDOOR UNIT: UPWARD/SIDE BLOW REFRIGERANT: 410A VOLTAGE MONITOR (EXTERNAL) FRESH AIR INTAKE/MAKE UP AIR UNITS ORIGIN: BRAND NAME: MANUFACTURER: WARRANTY:	13 EA				

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Bidder affirms the Total Bid Price listed above is its bid in response to this IFB and that it shall remain irrevocable for ninety days.

Bidder affirms that Unit Price + 1 Year P.M. listed in (A) includes a Five (5) Year Warranty pursuant to Title Guam Code Annotated (GCA) Education; Chapter 7 Physical Plant. 7119. Standards for air conditioning systems funded herein.

NAME OF BIDDER (FIRM): _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____ DATE: _____

NAME (PRINT/TYPER): TITLE: _____

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE + 1 YEAR P.M. (A)	2 ND -5 TH PER YEAR P.M. PRICE (B)	(A +B) x (QTY) = EXTENSION (C)	(A) x (QTY) = 1 ST Year Contract Price (D)
3.	MINI SPLIT TYPE UNIT 24,000 BTU WITH PIPING KIT VOLTAGE: 208/230 VOLTS PHASE-1 HZ-60 Power Inverter Type SEER: 15 MINIMUM TYPE: WALL MOUNTED/CEILING MOUNTED INDOORS OUTDOOR UNIT: UPWARD/SIDE BLOW REFRIGERANT: 410A VOLTAGE MONITOR (EXTERNAL) FRESH AIR INTAKE/MAKE UP AIR UNITS ORIGIN: BRAND NAME: MANUFACTURER: WARRANTY:	451 EA				

Bidder affirms the Total Bid Price listed above is its bid in response to this IFB and that it shall remain irrevocable for ninety days.

Bidder affirms that Unit Price + 1 Year P.M. listed in (A) includes a Five (5) Year Warranty pursuant to Title Guam Code Annotated (GCA) Education; Chapter 7 Physical Plant. 7119. Standards for air conditioning systems funded herein.

NAME OF BIDDER (FIRM): _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____ DATE: _____

NAME (PRINT/TYPE): TITLE: _____

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE + 1 YEAR P.M. (A)	2 ND -5 TH PER YR. P.M. PRICE (B)	(A + B) x (QTY) = EXTENSION (C)	(A) x (QTY) = 1 ST Year Contract Price (D)
4.	MINI SPLIT TYPE UNIT 30,000 BTU WITH PIPING KIT VOLTAGE: 208/230 VOLTS PHASE-1 HZ-60 Power Inverter Type SEER: 15 MINIMUM TYPE: WALL MOUNTED/CEILING MOUNTED INDOORS OUTDOOR UNIT: UPWARD/SIDE BLOW REFRIGERANT: 410A VOLTAGE MONITOR (EXTERNAL) FRESH AIR INTAKE/MAKE UP AIR UNITS ORIGIN: BRAND NAME: MANUFACTURER: WARRANTY:	862 EA				

Bidder affirms the Total Bid Price listed above is its bid in response to this IFB and that it shall remain irrevocable for ninety days.

Bidder affirms that Unit Price + 1 Year P.M. listed in (A) includes a Five (5) Year Warranty pursuant to Title Guam Code Annotated (GCA) Education; Chapter 7 Physical Plant. 7119. Standards for air conditioning systems funded herein.

NAME OF BIDDER (FIRM): _____.

SIGNATURE OF AUTHORIZED REPRESENTATIVE:

DATE: _____.

NAME (PRINT/TYPE): TITLE: _____.

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE + 1 YEAR P.M. (A)	2 ND -5 TH PER YR. P.M. PRICE (B)	(A+B) x (QTY) = EXTENSION (C)	(A) x (QTY) = 1 ST Year Contract Price (D)
5.	MINI SPLIT TYPE UNIT 36,000 BTU WITH PIPING KIT VOLTAGE: 208/230 VOLTS PHASE-1 HZ-60 Power Inverter Type SEER: 15 MINIMUM TYPE: WALL MOUNTED/CEILING MOUNTED INDOORS OUTDOOR UNIT: UPWARD/SIDE BLOW REFRIGERANT: 410A VOLTAGE MONITOR (EXTERNAL) FRESH AIR INTAKE/MAKE UP AIR UNITS ORIGIN: BRAND NAME: MANUFACTURER: WARRANTY:	349 EA				

Bidder affirms the Total Bid Price listed above is its bid in response to this IFB and that it shall remain irrevocable for ninety days.

Bidder affirms that Unit Price + 1 Year P.M. listed in (A) includes a Five (5) Year Warranty pursuant to Title Guam Code Annotated (GCA) Education; Chapter 7 Physical Plant. 7119. Standards for air conditioning systems funded herein.

NAME OF BIDDER (FIRM): _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____ DATE: _____

NAME (PRINT/TYPER): TITLE: _____

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE + 1 YEAR P.M. (A)	2 ND -5 TH PER YR. P.M. PRICE (B)	(A +B) x (QTY) = EXTENSION (C)	(A) x (QTY) = 1 ST Year Contract Price (D)
6.	AIR CONDITIONING UNIT 5 TON VOLTAGE: 208/230 VOLTS; 460 VOLTS 1 AND 3 PHASE, 60-HZ EER: 10.5 MINIMUM TYPE: WALL MOUNTED/CEILING MOUNTED INDOORS OUTDOOR UNIT: UPWARD/SIDE BLOW REFRIGERANT: 410A VOLTAGE MONITOR (EXTERNAL) INCLUDE TRANSITION DUCT FRESH AIR INTAKE/MAKE UP AIR UNITS ORIGIN: BRAND NAME: MANUFACTURER: WARRANTY:	31 EA. PKG UNIT				

Bidder affirms the Total Bid Price listed above is its bid in response to this IFB and that it shall remain irrevocable for ninety days.

Bidder affirms that Unit Price + 1 Year P.M. listed in (A) includes a Five (5) Year Warranty pursuant to Title Guam Code Annotated (GCA) Education; Chapter 7 Physical Plant. 7119. Standards for air conditioning systems funded herein.

NAME OF BIDDER (FIRM): _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____ DATE: _____

NAME (PRINT/TYPE): TITLE: _____

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE + 1 YEAR P.M. (A)	2 ND -5 TH PER YR. P.M. PRICE (B)	(A +B) x (QTY) = EXTENSION (C)	(A) x (QTY) = 1 st Year Contract Price (D)
7.	AIR CONDITIONING UNIT 5 TON VOLTAGE: 208/230 VOLTS; 460 VOLTS 1 AND 3 PHASE, 60-HZ EER: 10.5 MINIMUM TYPE: WALL MOUNTED/CEILING MOUNTED INDOORS OUTDOOR UNIT: UPWARD/SIDE BLOW REFRIGERANT: 410A VOLTAGE MONITOR (EXTERNAL) INCLUDE TRANSITION DUCT FRESH AIR INTAKE/MAKE UP AIR UNITS ORIGIN: BRAND NAME: MANUFACTURER: WARRANTY:	236 EA. SPLIT DUCTED				

Bidder affirms the Total Bid Price listed above is its bid in response to this IFB and that it shall remain irrevocable for ninety days.

Bidder affirms that Unit Price + 1 Year P.M. listed in (A) includes a Five (5) Year Warranty pursuant to Title Guam Code Annotated (GCA) Education; Chapter 7 Physical Plant. 7119. Standards for air conditioning systems funded herein.

NAME OF BIDDER (FIRM): _____.

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____ DATE: _____.

NAME (PRINT/TYPE): TITLE: _____.

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE + 1 YEAR P.M. (A)	2 ND -5 TH PER YR. P.M. PRICE (B)	(A + B) x (QTY) = EXTENSION (C)	(A) x (QTY) = 1 st Year Contract Price (D)
8.	AIR CONDITIONING UNIT 7.5 TON VOLTAGE: 208/230 VOLTS; 460 VOLTS 1 AND 3 PHASE, 60-HZ EER: 10.5 MINIMUM REFRIGERANT: 410A VOLTAGE MONITOR (EXTERNAL) INCLUDE TRANSITION DUCT FRESH AIR INTAKE/MAKE UP AIR UNITS ORIGIN: BRAND NAME: MANUFACTURER: WARRANTY:	9 EA. PKG UNITS				

Bidder affirms the Total Bid Price listed above is its bid in response to this IFB and that it shall remain irrevocable for ninety days.

Bidder affirms that Unit Price + 1 Year P.M. listed in (A) includes a Five (5) Year Warranty pursuant to Title Guam Code Annotated (GCA) Education; Chapter 7 Physical Plant. 7119. Standards for air conditioning systems funded herein.

NAME OF BIDDER (FIRM): _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____ DATE: _____

NAME (PRINT/TYPE): TITLE: _____

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE + 1 YEAR P.M. (A)	2 ND -5 TH PER YR. P.M. PRICE (B)	(A + B) x (QTY) = EXTENSION (C)	(A) x (QTY) = 1 ST Year Contract Price (D)
9.	AIR CONDITIONING UNIT 7.5 TON VOLTAGE: 208/230 VOLTS; 460 VOLTS 1 AND 3 PHASE, 60-HZ EER: 10.5 MINIMUM REFRIGERANT: 410A VOLTAGE MONITOR (EXTERNAL) INCLUDE TRANSITION DUCT FRESH AIR INTAKE/MAKE UP AIR UNITS ORIGIN: BRAND NAME: MANUFACTURER: WARRANTY:	2 EA. SPLIT DUCTED TYPE				

Bidder affirms the Total Bid Price listed above is its bid in response to this IFB and that it shall remain irrevocable for ninety days.

Bidder affirms that Unit Price + 1 Year P.M. listed in (A) includes a Five (5) Year Warranty pursuant to Title Guam Code Annotated (GCA) Education; Chapter 7 Physical Plant. 7119. Standards for air conditioning systems funded herein.

NAME OF BIDDER (FIRM): _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____ DATE: _____

NAME (PRINT/TYPE): TITLE: _____

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE + 1 YEAR P.M. (A)	2 ND -5 TH PER YR. P.M. PRICE (B)	(A + B) x (QTY) = EXTENSION (C)	(A) x (QTY) = 1 ST Year Contract Price (D)
10.	AIR CONDITIONING UNIT 10 TON VOLTAGE: 208/230 VOLTS; 460 VOLTS PHASE-3, 60-HZ EER: 10.5 MINIMUM REFRIGERANT: 410A VOLTAGE MONITOR (EXTERNAL) INCLUDE TRANSITION DUCT FRESH AIR INTAKE/MAKE UP AIR UNITS ORIGIN: BRAND NAME: MANUFACTURER: WARRANTY:	10 EA PKG UNITS				

Bidder affirms the Total Bid Price listed above is its bid in response to this IFB and that it shall remain irrevocable for ninety days.

Bidder affirms that Unit Price + 1 Year P.M. listed in (A) includes a Five (5) Year Warranty pursuant to Title Guam Code Annotated (GCA) Education; Chapter 7 Physical Plant. 7119. Standards for air conditioning systems funded herein.

NAME OF BIDDER (FIRM): _____.

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____ DATE: _____.

NAME (PRINT/TYPE): TITLE: _____.

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE + 1 YEAR P.M. (A)	2 ND -5 TH YR. P.M. PRICE (B)	(A+B) x (QTY) = EXTENSION (C)	(A) x (QTY) = 1 ST Year Contract Price (D)
11.	AIR CONDITIONING UNIT 15 TON VOLTAGE: 208/230 VOLTS; 460 VOLTS 1 AND 3 PHASE, 60-HZ EER: 10.5 MINIMUM REFRIGERANT: 410A VOLTAGE MONITOR (EXTERNAL) INCLUDE TRANSITION DUCT FRESH AIR INTAKE/MAKE UP AIR UNITS ORIGIN: BRAND NAME: MANUFACTURER: WARRANTY:	11 EA. PKG UNITS				
SUB-TOTAL: UNIT PRICE + 1 YEAR P.M. (A)						

Bidder affirms the Total Bid Price listed above is its bid in response to this IFB and that it shall remain irrevocable for ninety days.

Bidder affirms that Unit Price + 1 Year P.M. listed in (A) includes a Five (5) Year Warranty pursuant to Title Guam Code Annotated (GCA) Education; Chapter 7 Physical Plant. 7119. Standards for air conditioning systems funded herein.

NAME OF BIDDER (FIRM): _____.

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____ DATE: _____.

NAME (PRINT/TITLE): TITLE: _____.

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE +1 YEAR P.M. (A)	2 ND -5 TH PER YR. P.M. PRICE (B)	(A+B) x (QTY) = EXTENSION (C)	(A) x (QTY) = 1 ST Year Contract Price (D)
12.	AIR CONDITIONING UNIT 15 TON VOLTAGE: 208/230 VOLTS; 460 VOLTS 1 AND 3 PHASE, 60-HZ EER: 10.5 MINIMUM REFRIGERANT: 410A VOLTAGE MONITOR (EXTERNAL) INCLUDE TRANSITION DUCT FRESH AIR INTAKE/MAKE UP AIR UNITS ORIGIN: BRAND NAME: MANUFACTURER: WARRANTY:	6 EA. SPLIT DUCTED TYPE				

Bidder affirms the Total Bid Price listed above is its bid in response to this IFB and that it shall remain irrevocable for ninety days.

Bidder affirms that Unit Price + 1 Year P.M. listed in (A) includes a Five (5) Year Warranty pursuant to Title Guam Code Annotated (GCA) Education; Chapter 7 Physical Plant. 7119. Standards for air conditioning systems funded herein.

NAME OF BIDDER (FIRM): _____.

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____ DATE: _____.

NAME (PRINT/TITLE): TITLE: _____.

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE + 1 YEAR P.M. (A)	2 ND -5 TH YR. P.M. PRICE (B)	(A+B) x (QTY) = EXTENSION (C)	(A) x (QTY) = 1 st Year Contract Price (D)
13.	AIR CONDITIONING UNIT 20 TON VOLTAGE: 208/230 VOLTS; 460 VOLTS 1 AND 3 PHASE, 60-HZ SEER: 10.5 MINIMUM REFRIGERANT: 410A VOLTAGE MONITOR (EXTERNAL) INCLUDE TRANSITION DUCT FRESH AIR INTAKE/MAKE UP AIR UNITS ORIGIN: BRAND NAME: MANUFACTURER: WARRANTY:	7 EA. PKG UNITS				

Bidder affirms the Total Bid Price listed above is its bid in response to this IFB and that it shall remain irrevocable for ninety days.

Bidder affirms that Unit Price + 1 Year P.M. listed in (A) includes a Five (5) Year Warranty pursuant to Title Guam Code Annotated (GCA) Education; Chapter 7 Physical Plant. 7119. Standards for air conditioning systems funded herein.

NAME OF BIDDER (FIRM): _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____ DATE: _____

NAME (PRINT/TYPE): TITLE: _____

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE + 1 YEAR P.M. (A)	2 ND -5 TH PER YR. P.M. PRICE (B)	(A+B) x (QTY) = EXTENSION (C)	(A) x (QTY) = 1 ST Year Contract Price (D)
14.	AIR CONDITIONING UNIT 20 TON VOLTAGE: 208/230 VOLTS; 460 VOLTS 1 AND 3 PHASE, 60-HZ SEER: 10.5 MINIMUM REFRIGERANT: 410A VOLTAGE MONITOR (EXTERNAL) INCLUDE TRANSITION DUCT FRESH AIR INTAKE/MAKE UP AIR UNITS ORIGIN: BRAND NAME: MANUFACTURER: WARRANTY:	5 EA. SPLIT DUCTED TYPE				
<p>Bidder affirms the Total Bid Price listed above is its bid in response to this IFB and that it shall remain irrevocable for ninety days.</p> <p>Bidder affirms that Unit Price + 1 Year P.M. listed in (A) includes a Five (5) Year Warranty pursuant to Title Guam Code Annotated (GCA) Education; Chapter 7 Physical Plant. 7119. Standards for air conditioning systems funded herein.</p> <p>NAME OF BIDDER (FIRM): _____</p> <p>SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____ DATE: _____</p> <p>NAME (PRINT/TITLE): TITLE: _____</p>						

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE +1 YEAR P.M. (A)	2 ND -5 TH PER YR. P.M. PRICE (B)	(A +B) x (QTY) = EXTENSION (C)	(A) x (QTY) = 1 ST Year Contract Price (D)
15.	AIR CONDITIONING UNIT 25 TON VOLTAGE: 208/230 VOLTS; 460 VOLTS 1 AND 3 PHASE, 60-HZ EER: 10.5 MINIMUM REFRIGERANT: 410A VOLTAGE MONITOR (EXTERNAL) INCLUDE TRANSITION DUCT FRESH AIR INTAKE/MAKE UP AIR UNITS ORIGIN: BRAND NAME: MANUFACTURER: WARRANTY:	9 EA SPLIT DUCTED TYPE				

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Bidder affirms the Total Bid Price listed above is its bid in response to this IFB and that it shall remain irrevocable for ninety days.

Bidder affirms that Unit Price + 1 Year P.M. listed in (A) includes a Five (5) Year Warranty pursuant to Title Guam Code Annotated (GCA) Education; Chapter 7 Physical Plant. 7119. Standards for air conditioning systems funded herein.

NAME OF BIDDER (FIRM): _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____ DATE: _____

NAME (PRINT/TITLE): TITLE: _____

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE + 1 YEAR P.M. (A)	2 ND -5 TH PER YR. P.M. PRICE (B)	(A+B) x (QTY) = EXTENSION (C)	(A) x (QTY) = 1 ST Year Contract Price (D)
16.	AIR CONDITIONING UNIT 50 TON VOLTAGE: 208/230 VOLTS; 460 VOLTS 1 AND 3 PHASE, 60-HZ EER: 10.5 MINIMUM REFRIGERANT: 410A VOLTAGE MONITOR (EXTERNAL) INCLUDE TRANSITION DUCT FRESH AIR INTAKE/MAKE UP AIR UNITS ORIGIN: BRAND NAME: MANUFACTURER: WARRANTY:	1EA (PKG UNIT)				

Bidder affirms the Total Bid Price listed above is its bid in response to this IFB and that it shall remain irrevocable for ninety days.

Bidder affirms that Unit Price + 1 Year P.M. listed in (A) includes a Five (5) Year Warranty pursuant to Title Guam Code Annotated (GCA) Education; Chapter 7 Physical Plant. 7119. Standards for air conditioning systems funded herein.

NAME OF BIDDER (FIRM): _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____ DATE: _____

NAME (PRINT/TITLE): TITLE: _____

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE + 1 YEAR P.M. (A)	2 ND -5 TH PER YR. P.M. PRICE (B)	(A+B) x (QTY) = EXTENSION (C)	(A) x (QTY) = 1 ST Year Contract Price (D)
17.	AIR CONDITIONING UNIT 70 TON VOLTAGE: 208/230 VOLTS; 460 VOLTS 1 AND 3 PHASE, 60-HZ EER: 10.5 MINIMUM REFRIGERANT: 410A VOLTAGE MONITOR (EXTERNAL) INCLUDE TRANSITION DUCT FRESH AIR INTAKE/MAKE UP AIR UNITS ORIGIN: BRAND NAME: MANUFACTURER: WARRANTY:	2 EA SPLIT DUCTED TYPE				

Bidder affirms the Total Bid Price listed above is its bid in response to this IFB and that it shall remain irrevocable for ninety days.

Bidder affirms that Unit Price + 1 Year P.M. listed in (A) includes a Five (5) Year Warranty pursuant to Title Guam Code Annotated (GCA) Education; Chapter 7 Physical Plant. 7119. Standards for air conditioning systems funded herein.

NAME OF BIDDER (FIRM): _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____ DATE: _____

NAME (PRINT/TITLE): TITLE: _____

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE + 1 YEAR P.M. (A)	2 ND -5 TH PER YR. P.M. PRICE (B)	(A+B) x (QTY) = EXTENSION (C)	(A) x (QTY) = 1 ST Year Contract Price (D)
18.	AIR CONDITIONING UNIT 100 TON VOLTAGE: 208/230 VOLTS; 460 VOLTS 1 AND 3 PHASE, 60-HZ EER: 10.5 MINIMUM REFRIGERANT: 410A VOLTAGE MONITOR (EXTERNAL) INCLUDE TRANSITION DUCT FRESH AIR INTAKE/MAKE UP AIR UNITS ORIGIN: BRAND NAME: MANUFACTURER: WARRANTY:	1 EA SPLIT DUCTED TYPE				

Bidder affirms the Total Bid Price listed above is its bid in response to this IFB and that it shall remain irrevocable for ninety days.

Bidder affirms that Unit Price + 1 Year P.M. listed in (A) includes a Five (5) Year Warranty pursuant to Title Guam Code Annotated (GCA) Education; Chapter 7 Physical Plant. 7119. Standards for air conditioning systems funded herein.

NAME OF BIDDER (FIRM): _____.

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____ DATE: _____.

NAME (PRINT/TITLE): TITLE: _____.

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE + 1 YEAR P.M. (A)	2 ND -5 TH PER YR. P.M. PRICE (B)	(A +B) x (QTY) = EXTENSION (C)	(A) x (QTY) = 1 ST Year Contract Price (D)
19.	AIR CONDITIONING UNIT 170 TON VOLTAGE: 208/230 VOLTS; 460 VOLTS 3 PHASE, 60-HZ REFRIGERANT: 410A FRESH AIR INTAKE/MAKE UP AIR UNITS ORIGIN: BRAND NAME: MANUFACTURER: WARRANTY:	2 EA CHILLED WATER TYPE				
				Total Lump Sum Bid Price for the EXTENSION [The sum of Column (C)]:	Total Lump Sum Bid Price for the 1 ST Year Contract Price [The sum of Column (D)]:	

Bidder affirms the Total Bid Price listed above is its bid in response to this IFB and that it shall remain irrevocable for ninety days.

Bidder affirms that Unit Price + 1 Year P.M. listed in (A) includes a Five (5) Year Warranty pursuant to Title Guam Code Annotated (GCA) Education; Chapter 7 Physical Plant. 7119. Standards for air conditioning systems funded herein.

NAME OF BIDDER (FIRM): _____.

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____ DATE: _____.

NAME (PRINT/TITLE): TITLE: _____.

Date:

Title:

AIR CONDITION TECHNICAL SPECIFICATIONS:

GENERAL REFERENCES:

The following standards are intended to be adhered to by the equipment manufacture of the AC equipment as an overall driving force to the bids technical requirements. These standards are the basis for quality in the design, manufacturing, shipping, installation and future care of the equipment and are to be adhered to where applicable, by the prospective equipment manufactures:

- NFPA 90 A & B – Installation of air conditioning and ventilation systems
- ANSI/ASHRAE - 15 – Safety Codes for mechanical refrigeration
- ARI 360 – Commercial and industrial unitary air conditioning equipment testing and rating standard, above 135,000 BTU per hour
- ARI 340 – Commercial and industrial unitary heat pump (if applicable) equipment above 135,000 BTU per hour
- ANSI/ASHRAE 37 Testing of unitary air conditioning and heat pump equipment
- ANSI/ASHRAE/FESNA 90.1 – 1999 and 90A – Energy standard of new buildings except low rise residential buildings
- ANSI/Z21.47/UL 1995 – Unitary air conditioning standard for safety requirements
- ARI 210/240 – Unitary air conditioning equipment and air – source heat pump equipment all under 135,000 BTU per hour
- ARI 270 – Sound rating of outdoor unitary equipment all below 135,000 BTU per hour
- ARI 370 - Sound rating of large outdoor refrigerating and air conditioning equipment all above 135,000 BTU per hour
- ANSI/NFPA 70-2008 – National Electric Code (NEC)
- ISO 9000/9001 US based manufacturing standards for quality

PRODUCTS/GENERAL UNIT DESCRIPTION:

General Equipment description:

1.0 State the following: Product manufacture name, equipment manufacturing company corporate HQ address, bidding vendor relationships if a partnership is being proposed with all addresses, contact names, contact number, and email addresses.

2.0 Casing and housings: Shall be at least 18 gauge, with a minimum of zinc-coated galvanized steel frame and panel with weather resistant, baked enamel finish. Units shall be tested a minimum of 500 hours in a salt spray test environment under test conditions. Mounted controls shall be located behind weatherproof housing panels that are removable to provide access doors with quick opening fasteners. Cabinet covers should be of one-piece construction and have a gasket sealed surface area. Access panels in the housing should be air and water tight panels with handles to provide access to filters, return air fan section, coil sections and unit controls.

3.0 Compressors/Refrigeration systems: Shall provide a direct-drive hermetic, reciprocating or scroll type compressor(s) with centrifugal oil pump providing positive lubrication to all moving parts and automotive type piston rings to prevent gas leakage, internal suction and discharge valves and crankcase heater if required. Motors shall be suction gas cooled with internal temperature and current sensitive motors loads for protection of these components. External high and low pressure cut out devices shall be provided as system and equipment protection. Scroll type compressors shall also have centrifugal oil pumps. These scroll compressors should also provide suction gas cooled motors with winding temperature limits and compressor overloads. External high and low pressure cutout devices should also be provided to protect the units from major failures.

4.0 Air Filters: Air side filters shall be installed and mounted integral within the units. Air filters shall mount in such a manner that they are accessible through easy to remove and reinstall access panels. Access panels must be located and oriented such that filters may be removed and reinstalled without bending the filters. Safe access for all personnel access must also be provided. One-inch thick fiber disposable media filters shall be provided of standard purchasable sizes, with the provision within the unit for 2 inch thick filters to be field provided and installed at a later date if required.

5.0 Fan & Motors: Evaporator fan sections should be of a forward curved, double width, double inlet, centrifugal type fan design. This type design is quieter and less prone to vibration once cleaned. Ball or sleeve bearings should be self-aligning, grease lubricated with permanent fittings, unless sealed bearing are provided. Smaller units in the 5 ton or lower range may incorporate direct drive, multiple speed, dynamically balanced supply fans. Units in the general range of 6 tons capacity or greater may be equipped with belt driven supply fans and possibly have adjustable motor sheaves. Outdoor and indoor fan motors should be permanently lubricated and have internal thermal overload protection. Outdoor fan units should have direct drive, statically and dynamically balanced fan motor combination units. Fan shafts should be constructed of solid, hot rolled steel that is ground and polished, with key-way and protectively coated with lubricating oil or an advanced coating of the manufactures choice.

6.0 Refrigerant Types: With the phase out of R-22 all units shall be provided with the new standard R-410 or R134a. All components that have been in direct contact with or association with the old R-22 refrigerant shall be removed and replaced with new. Contractor is responsible for all removal of R-22 refrigerant, oil containing components and remnants of R-22, from the GDOE property.

7.0 SEER and EER ratings/D.C. Inverters: All equipment of 5 tons or less is normally rated using SEER ratings. All SEER rating shall be 15 or greater. Most all equipment greater than 6 tons of cooling

often times uses EER ratings. All equipment of this description shall have EER rating of 10.5 or greater. SEER cooling capacity and equipment ratings shall be in compliance with ARI Standard 210.

8.0 Evaporator Coils: Shall be configured aluminum or copper finned surface mechanically bonded to seamless copper tubing coil. The coils should provide an independent expansion device for each refrigeration circuit. Coils shall be factory pressure tested at 450 PSIG and leak tested at 200 PSIG. Coil sections should provide a removable, reversible, cleanable double sloped drain pan for the base of the evaporator coils and can be constructed of PVC or a non-oxidizing material so that they do not become rusted and eventually block water flow away from the units.

9.0 Condenser Sections/Coils: Condenser sections should be of a vertical discharge, direct fan with aluminum or non-oxidizing materials. Fans should be statically balanced. Motors shall be permanently lubricated, with integral thermal overload protection in a weather tight casing. Coils shall be configured with aluminum or copper finned surface mechanically bonded to seamless copper tubing coil. The coils should provide sub cooling circuit(s) for each refrigeration circuit. Coils shall be factory pressure tested at 450 PSIG and vacuum dehydrate tested. Coils should be factory sealed with holding charge of nitrogen or other suitable inert gas for protection during shipment.

10.0 Controls: Provide factory-wired condensing units with 24 or low voltage control circuit with internal fusing, control transformers, contactor pressure lugs and/or terminal block for power wiring. Contractor to provide, "as is wiring" to each source and all wiring is presumed to be fully functioning since all units are in working order. Contractor to provide all new wiring from the new field located electrical disconnect boxes to the AC electrical termination points. All units shall have single point power connection as standard. All field wiring of zone controls shall be NEC Class II.

11.0 Coatings Evaporator and Condenser Coils: All evaporator and condenser coils are to be factory coated to increase the life of the aluminum fins and copper tubing. All coated surfaces must ensure that 100% of the exposed fin surface is coated via a dipped process. If factory dipped coating is not available, vendor is still required to coat all coils to the same factory type specifications and full emersion process to ensure 100% coverage of the coils tubing and fin surfaces. Various coatings are available in the market place, however, GDOE requires a Phenolic Epoxy coating or equivalent. One specific coating that is acceptable is the Blygold PoluAL XT coating supplied by MJC/Blygold Atlanta in Marietta, Georgia 800-728-1004. A second acceptable coating is the Bronze-Glow which is a dip coating process also, details of the specific coatings be proposed and the application process shall be provided in the vendor proposals. Coating of both evaporator and condenser coils shall carry a 5 year replacement warranty, which will also cover all labor, refrigerants misc., materials consumables. No prorating of this warrantee's value is allowed. If the coil(s) show any corrosion, the supplier shall replace the coil without any additional cost to the owner. A warranty certificate shall be part of the closeout documents. Coil Coating material and process shall have passed a 5,000 hour salt spray test in accordance with ASTM Standard B117.85. Coil film coating shall be effective in the pH range of 1-14. The selected coating product shall be complex, chain linked polyelastomer material with properties including 4,000 PSI tensile strength and 250% flexibility as provided from the supplier. Coating shall be a field repairable, and touch-up material must be available in an Aerosol Form. Twelve spray cans shall be provided at the end

of the installation for the GDOE's personnel and future use. Field coating in general is not acceptable. Phenolic coating must be a resin based thermosetting coating that is applied by immersion dipping of the entire coil. Two coats at a minimum are to be applied. The coated coils must be baked or heat dried, after immersion. After the final immersion and prior to final baking, spray the entire coil with a particular emphasis given to building up the coating on the shear edges. Total dry film thickness shall be between 0.064 to 0.076 mm.

12.0 Coppers Tubing Supply and Return Lines Replacement: Vendor is to remove all the old copper high-pressure supply lines, low pressure return lines and insulation. New seamless copper high-pressure supply lines with black flexible foam, pre-molded and preformed insulation is to be installed on the hot side, supply lines. If seamless copper tubing cannot be used, then ridge copper piping will be soldered into place to replace the old lines. Installation is to be installed on the copper piping also.

13.0 Insulation of Supply Lines: All new HP supply lines are to be fully insulated as recommended by the manufactures installation procedures in the case of chilled water air handlers and local ceiling mounted air coils, insulation should be installed back to the areas where the supply water and return water tie in coupling and fittings are located.

14.0 Condensate Drain Line Replacement: Condensate that is collected in the new catch or collection pans, will drain thru these new PVC drain pipes to the outside of the building. This PVC piping is to be new and installed by the vendor to ensure that the systems are new and in proper working order.

15.0 Compressor Mounting Surfaces: With the upgrade in SEER and EER to new higher more efficient sizes, the mounting surfaces or pads may be too small in many cases. The vendor will be required to add to these existing pads or supply new concrete pads. The condenser and housing is to be secured to the new pads so that they are Typhoon proof and neither will move during the storm.

16.0 Visual Barrier and Walls around Compressor Units: Some AC units are surrounded with a visual barrier, of decorative concrete blocks, etc., to semi hide the units from view. Should these walls need to be removed to accommodate the larger condensers or equipment access, the vendor will remove such walls but is not required to reinstall the walls to the new boundaries. However the vendor must remove all associated debris associated with this work such concrete materials, forms, rebar, debris and should a portion of the wall be left standing the wall must be cut in a manner that it is not an eye sore or possess a threat of falling or being blown over from a storm.

17.0 Wiring Connection and Local Disconnect Boxes: The existing wiring to each AC unit is considered to be in good working order. The Contractor is responsible to determine if the wiring requires replacement and to factor the cost into the equipment and installation cost. New local fuseable disconnect boxes at each AC unit are required in that the old unit boxes could result in false alarms and unmerited service calls in the warranty period. New flexible wiring is to be installed at each unit from the disconnect box to the AC terminal connections.

18.0 Statement of Required PM Activities for GDOE to follow: For each model and class of equipment GDOE requests that the specific task, and the factory recommended frequencies in months of operation, be included with the bid package. The cost to perform will be calculated and part of the overall cost valuation and price in the selection of the vendor.

19.0 Controls for each AC unit: New set back style thermostats are to be installed on each new AC system installed. The new energy saving set back thermostats should have a 7 day week calendar and easy to use with basic instructions on the thermostat cover or attached with a wall plaque. All set back thermostats should be of the same model and type for training purposes and ease of use throughout the GDOE. Training to the AC, electrical crews, and security department, on the new setback thermostats is to be provided by the Contractor as part of the overall training package.

20.0 Voltage Monitors: Contractor must provide voltage monitors for all AC units.

21.0 Maintenance Manual and Operating Instructions:

a. Upon completion of the work, Contractors shall provide the GDOE Project Manager with three copies of maintenance manual for all equipment furnished and installed under this work. Manuals shall be in substantial 3-ring binders with the project name and number inscribed on face and hinged back.

b. The manual shall include manufacturer's lubricating and operating instructions and parts list and serial numbers for all operating machinery, including drive information, and motor horsepower, amperage, and voltage readings on all phases, valve charts, sequence of operation, index following the order listed in the specifications, warranties in the name of the installation, and a list of manufacturers, service firms and subcontractors names and telephone numbers.

c. Contractor must provide manufacturer's certification training to at a maximum of two to GDOE's Facilities and Maintenance personnel for all HVAC units installed.

**DEPARTMENT OF EDUCATION
ATTACHMENT B
CERTIFICATION FORM**

_____ (COMPANY NAME, hereafter the "Bidder") hereby warrants that if awarded a contract or purchase order pursuant to the IFB referenced above, it shall agree and comply with the following:

1. _____ Bidder agrees that the Guam Department of Education ("GDOE") has full discretion to renew the Contract for four (4) additional one year terms for preventative maintenance services. Bidder agrees that GDOE may opt not to renew the Contract for preventative maintenance to include but not limited to the following reasons: lack of the availability of funds, dissatisfaction with Contractor's performance, and GDOE no longer requires the services Contractor provides.
2. _____ Bidder guarantees that each HVAC unit will have a Five (5) year warranty, required under 17 G.C.A. § 7119.
3. _____ Bidder agrees that the Five Year warranties for all HVAC units will be honored, despite the Contract for preventative maintenance is not renewed.
4. _____ Bidder further agrees that the Five (5) year warranties for all HVAC units will be honored, despite preventative maintenance being performed by someone other than Bidder. So long as, the preventative maintenance is performed in accordance with Bidder's Performance Maintenance Schedule.
5. _____ Bidder agrees to include a Performance Maintenance Schedule with Bidder's bid. The Preventative Maintenance Schedule must explicitly state the minimum requirements of preventative maintenance performed for each type of HVAC unit in order to preserve the Five (5) year warranty. Bidder agrees and understands that the failure to submit a Performance Maintenance Schedule will result in a nonresponsive bid and disqualification from consideration for award.
6. _____ Bidder agrees that any communications concerning the interpretation of the Five (5) year warranty is to be directed to GDOE's Supply Management Administrator.

Bidder's failure to initial each of the above items, sign below and submit this document with your bid will result in a nonresponsive bid and disqualification from consideration for award.

COMPANY NAME

NAME OF AUTHORIZED REPRESENTATIVE

SIGNATURE/DATE

=====

Bill To	ACCT NO:	180.11.000.045004.11.2600.12.00360
ACCOUNTS PAYABLE	Review:	
P.O. BOX DE	Buyer:	bsquintanilla
312 ASPINALL AVENUE	Status:	Created
HAGATNA, GU		
96932		

Requisition 20130693-00 FY 2013

=====

Vendor
 FORMAL BID REQUEST
 P.O. BOX DE

Ship To
 FACILITIES & MAINTENANCE
 RT 1 162 N MARINE CORPS DRIVE

HAGATNA, GU 96932
 Tel#671-472-8901
 Fax 671-472-5001

PITI, GU 96915
 YMDUENAS@GDOE.NET
 Delivery Reference
 A/C INDEFINITE QTY BID

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department	Qty	Unit Price	Net Price
01/10/13	010803	01/10/13			FACILITIES & MAINTENANCE	1.00	5000000.00000	5000000.00
001 FOR INDEFINITE QUANTITY BID FOR PURCHASE OF AIR CONDITIONING EQUIPMENT REF 008-2013 Vendor Item The Above Line Item Is Required By: 01/09/13 1 180.11.000.045004.11.2600.12.00360 5000000.00								

Ship To
 FACILITIES & MAINTENANCE
 RT 1 162 N MARINE CORPS DRIVE
 PITI, GU 96915
 Delivery Reference
 A/C INDEFINITE QTY BID

Requisition Total 5000000.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
180.11.000.045004.11.2600.12.00360	5000000.00	1960226.66

LEONARDO M. RAPADAS
Attorney General



PHILLIP J. TYDINGCO
Chief Deputy Attorney General

OFFICE OF THE ATTORNEY GENERAL

NOTIFICATION OF PROCUREMENT OVER \$500,000

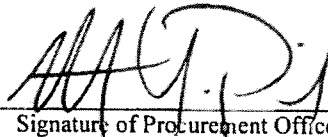
(FOR USE ONLY IF AGENCY HAS AN APPOINTED SAAG)

To: Office of the Attorney General
Attention: Deputy Attorney General, Civil Division
From: GUAM DEPARTMENT OF EDUCATION
[Agency name]

Name of Attorney for Agency: REBECCA PEREZ, ESQ.
Type of Procurement: INVITATION FOR BID
[IFB, RFP, etc.]
Description of Procurement: Indefinite Quantity Bid for Purchase of Air Conditioning Equipment
Project Number: GDOE IFB 008-2013
Funding Source: Local
ARRA: Yes No If yes, federal agency: _____

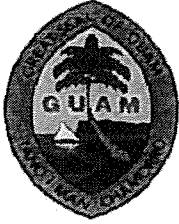
MARCUS Y. PIDO

Print Name Procurement Officer


Signature of Procurement Officer

Date: 01/24/2013

AG Procurement Form 012 (Rev. August 8, 2012)



DEPARTMENT OF EDUCATION
OFFICE OF SUPPLY MANAGEMENT

www.gdoe.net
Manuel F.L. Guerrero/Administration Building
2nd Floor, Suite B-220
Hagatna, Guam 96932
Telephone: (671) 300-1581 Fax: (671) 472-5001
Email: procurement@gdoe.net



Taling M. Taitano
Interim Superintendent of Education

Marcus Y. Pido
Supply Management Administrator

BUYER'S FORMS NEEDED TO PROCEED WITH IFB/RFP PACKETS

(Formal Bid Request)

Title of Procurement Request: INDEFINITE QUANTITY BID FOR PURCHASE OF A/C EQUIPMENT

- End User Procurement Request *(Must be submitted to Procurement before anything is processed)*
- Specifications/Scope of Work *(Must be submitted with End User Procurement Request)*
- Bid Form (IFB) *(Must be submitted with End User Procurement Request)*
- Evaluation Criteria Breakdown equal to 100 points (RFP)
- Requisition *(Certification of funding)*
- Bid/Proposal Packet *(To include AG's Affidavit and most recent Wage Listing)*
- Advertisement Template for IFB/RFP
- AG Form 014 *(Need Superintendent's approval before the advertisement is published in Newspaper of general circulation)*

Buyer Responsible for Procurement:

ALBERT G. GARCIA
Print Name of Buyer

Signature of Buyer

MARCUS Y. PIDO
Supply Management Administrator

BUYER SUPERVISOR I
Title

Date

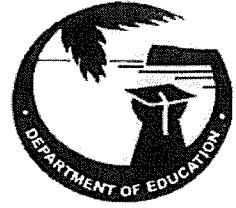
01/24/2013
Date

All documents listed herein need to be attached to the AG Form 014 for the Superintendent's review and approval.



**DEPARTMENT OF EDUCATION
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Email: procurement@gdoe.net



Taling M. Taitano
Interim Superintendent of Education

Marcus Y. Pido
Supply Management Administrator

End User's Process to preparing an IFB/RFP Packet

(Formal Bid Request)

Title of the Procurement Request: INDEFINITE QUANTITY BID FOR PURCHASE OF A/C EQUIPMENT

- Requisition must be entered into the system to encumber the funding
(Must be submitted with End User Procurement Request)
- End User Procurement Request must be completed and submitted to Procurement
(Request this form from Procurement)
- Specifications must be submitted with End User Procurement Request
(Services (RFP) or materials/equipment (IFB) needed)
- Bid Form with a signature line for authorized vendor to affix his signature
(Only if Packet is an IFB)
- Evaluation Criteria breakdown equal to 100 points. (RFP)

End User Responsible for Preparing this Request:

Billy P. Cruz
Print Name of End User

F&M, MANAGER
Division & Title

Billy P. Cruz
Signature of End User

1/10/13
Date

671-300-2465
Office Phone #

671-777-2455
Cell #

Billy P. Cruz
Print Division Head Name

Billy P. Cruz 1/10/13
Division Head Signature & Date

All documents listed herein needs to be attached to the End User Memo for the review and approval of the Procurement Official responsible for preparing this formal bid request.

**AGREEMENT BETWEEN GUAM DEPARTMENT OF EDUCATION
AND _____
FOR SERVICES PURSUANT TO GDOE IFB 008-2013**

ATTACHMENT C

SAMPLE CONTRACT

(This is a sample document. GDOE reserves the right to issue and execute a contract pursuant to this IFB and as allowed by law or regulations, and hereby reserves all other rights as stated in the IFB or otherwise applicable.)

**AGREEMENT BETWEEN GUAM DEPARTMENT OF EDUCATION
AND [VENDOR]
FOR SERVICES PURSUANT TO GDOE IFB 008-2013**

THIS AGREEMENT is entered into by and between the **GUAM DEPARTMENT OF EDUCATION** ("GDOE"), an agency of the government of Guam, whose address is P.O. Box DE, Hagåtña, Guam 96932 and _____ ("Contractor"), whose address is _____.

WHEREAS, GDOE issued a Invitation for Bid ("IFB") **GDOE IFB 008-2013, Indefinite Quantity Bid for Purchase of Air Conditioning Equipment;**

WHEREAS, GDOE has determined it does not have adequate personnel or resources to perform the services contemplated in this agreement and it is in the best interests of GDOE to have such services performed under contract;

WHEREAS, Contractor responded to the IFB by submitting a proposal ("Proposal") to provide services in accordance with the IFB, and was selected as the most qualified offeror;

WHEREAS, by submitting its Proposal, Contractor warrants and represents that it possesses the necessary knowledge, resources and experience to perform the work and services herein described professionally, skillfully and diligently; and

WHEREAS, GDOE desires to retain Contractor for specific services on the terms and conditions set forth in this Agreement and Contractor has agreed to accept such terms and conditions;

WITNESSETH, in consideration of the mutual covenants hereinafter set forth, the Parties agree as follows:

I. Statement of Services to be Performed.

A. Scope of Work. The Contractor shall provide

B. Contractor Provisions of Resources. Contractor agrees to furnish all qualified personnel, facilities, tools, equipment, materials and transportation to perform the services and work provided for in this Agreement. Contractor represents that it and its employees possess the professional and technical expertise necessary to perform the services called for in this Agreement in a competent, professional manner, in line with the services of a typical Contractor engaged in the same and similar field as Contractor herein. GDOE may, in its sole discretion and based upon availability, provide staff assistance to Contractor in furtherance of this Agreement. The Contractor shall insure that its employees engaged in work hereunder are informed of all relevant provisions of this Agreement.

C. Other Work. GDOE acknowledges and agrees that Contractor may provide services to other clients, persons or companies apart from the services performed in this Agreement, as long as the performance of such other services does not in any way conflict with or hinder the performance of services herein. In the event GDOE discovers or determines that the Contractor is providing services to a third party which conflicts with or hinders the performance of services under this Agreement, Contractor must immediately cease performing those third party services upon being provided written notice by GDOE and GDOE may invoke any further available remedies under the terms of this Agreement.

D. Location of Services. Contractor may perform the services under this Agreement at any suitable location as approved by GDOE.

II. Term of Agreement. This agreement shall be effective upon its full execution by all necessary parties and shall remain in effect until _____ unless otherwise agreed to in writing by the parties hereto.

III. Compensation.

A. Compensation

B. Expenses. Contractor shall be solely responsible for all expenses incurred in the performance of services under this Agreement unless otherwise expressly provided for herein.

C. No Compensation Prior to Approval of Agreement. GDOE shall not be liable to Contractor for any services performed by Contractor prior to full execution of this Agreement by all parties, and Contractor expressly waives any and all claims for services performed in expectation of this Agreement prior to its full execution.

D. Final Payment. Final payment shall be made upon satisfactory performance of all services required to be performed by Contractor under this Agreement. Prior to the final payment due Contractor, and as a condition precedent thereto, Contractor shall

execute and deliver to GDOE a release in form approved by GDOE of claims against GDOE arising under this Agreement. Contractor expressly waives the provision of Section 82602 of Title 18, Guam Code Annotated, which states:

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

E. Payment. All rates and prices and payments to the Contractor shall be in the currency of the United States.

IV. Early Termination.

A. By GDOE. GDOE reserves the right to cancel or terminate this Agreement prior to its completion for reasons including, but not limited to, the following:

(i) Termination without Cause: GDOE may terminate this Agreement, without cause, upon the delivery of written notice to the Contractor at least thirty (30) days prior to the intended date of termination;

(ii) Termination in the Best Interest of the Government of Guam: GDOE may terminate this Agreement based upon a determination that such termination is in the best interests of the Government of Guam by delivering a written notice of such termination to the Contractor and the effective date of such termination. Circumstances for termination under this clause include but are not limited to Contractor's successful completion of services under this Agreement to the satisfaction of GDOE.

(iii) Termination for Cause/Default: If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the GDOE procurement officer may notify the Contractor in writing of the delay or non-performance and if not cured in ten days or any longer time specified in writing by the procurement officer, such officer may terminate upon 60 days' written notice the Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part the procurement officer may procure similar supplies or services in a manner and upon terms deemed appropriate by the procurement officer. The Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

(iv) Termination for Convenience. The GDOE procurement officer may, when the interests of GDOE so require, terminate this contract in whole or in part, for the convenience of GDOE. 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. 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 GDOE. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as necessary to do so.

The Contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data to the extent required by 2 GAR §3118. 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 this section. The procurement officer and the Contractor may agree to a settlement provided the Contractor has filed a termination claim as required herein and the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by GDOE and the contract price of the work not terminated. Absent agreement of a settlement, the procurement officer shall pay the Contractor the following amounts: with respect to all contract work performed prior to the effective date of the 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 amount paid or to be paid for completed portions of such work; provided 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 this clause. These costs must not include costs paid in accordance with subsection (a) above; (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 subcontracts thereunder. The total sum to be paid the Contractor under this subsection shall not exceed the total contract price plus the reasonable settlement costs of the Contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies or materials under this section, and the contract price of work not terminated.

B. By Contractor.

(i) Termination for Cause: Contractor shall notify GDOE in writing of deficiencies or default in the performance of GDOE's duties under this Agreement. GDOE shall have twenty (20) days to correct the deficiency or cure the default, which period may be extended by Contractor (said extension not to be unreasonably denied). Upon 60 days' written notice of Contractor's termination of this Agreement for cause, the Contractor shall be entitled to payment, in accordance with Section III of this Agreement, for satisfactory services rendered up to the termination date and GDOE shall have no obligations to Contractor. The Contractor shall be obligated to continue performance of services, in accordance with this Agreement, until the termination date and shall have no further obligation to perform services after the termination date.

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

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

E. Additional Provisions. In the event that either party effects an Early Termination, it is expressly provided that GDOE may issue a new Request for Proposal with respect to such terminated services. This provision shall not be deemed an admission or waiver of any rights and defense with respect to rights of either Party under this Agreement, including but not limited to, either Parties' rights to assert damages for breach of Agreement.

V. **Contact Person.** The Contractor agrees that, during the term of this Agreement, it shall identify a primary contact person who is familiar with the services being performed hereunder and who shall be responsible to the questions and direction of GDOE. The contact person must be identified in writing within thirty (30) days after full execution of this Agreement by all parties. GDOE reserves the right to request replacement of the contact person designated by the Contractor under this Agreement.

VI. **Confidentiality.**

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

The Contractor shall keep copies of the Information and the provisions of this Section shall remain in effect as long as determined by GDOE. All of the Information shall be returned promptly after use to GDOE and all copies or derivations of the Information shall be physically and/or electronically destroyed. Contractor shall include a letter attesting to the complete return of Information and documenting the destruction of copies and derivations with the returned Information.

The Contractor shall not enter into any Agreements or discussions with a third party concerning such Information without the prior written consent of GDOE, and then only if the Contractor requires the third party(ies) to agree to the terms of the confidentiality set

forth herein and the Information is provided to such third party(ies) only for purposes of enabling the Contractor to discharge its responsibilities under this Agreement.

It is specifically provided that the limitations contained in this paragraph A shall not apply (i) to the extent required by applicable law, (ii) to the extent that any Information is now or hereafter becomes part of the public domain, but only to the limited extent that such Information, or any portion thereof, is in the public domain not as a result of any breach or violation of this Agreement, or (iii) to the extent that a party is directed otherwise under the terms of a valid and effective order, issued by a court of competent jurisdiction.

B. Liability. Failure to comply with the provisions of Paragraph A shall subject the Contractor to liability, including all damages and injunctive relief.

VII. Conflicts of Interests/Ethics

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

B. It is expressly understood that breach of any of the covenants or warranties in this Section on the part of the Contractor is a material breach of this Agreement and shall entitle GDOE to immediately terminate this Agreement. Contractor agrees that in the event of a breach or violation of this Section, GDOE shall have the right to terminate this or any other Agreement with the Contractor without liability.

C. Notwithstanding the provisions contained in this Agreement with regard to the assignment or subcontracting of any work under this Agreement, Contractor agrees that with respect to any subcontractor it engages to perform any work contemplated by this Agreement that any Agreements it enters into with such subcontractor(s) will include provisions which parallel this Section VII and shall require any subcontractor to execute a statement of no conflict of interests to GDOE and provide such statement to GDOE.

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

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

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

whatsoever. The Contractor and GDOE each acknowledge that no representations, inducements, promises or agreement, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in the Agreement shall be valid or binding.

XVI. Captions. All Section and paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the content of the Agreement.

XVII. Counterparts. This Agreement may be executed in counterparts, all of which taken together shall be deemed one original.

XVIII. Governing Law and Forum Selection. Except to the extent U.S. federal law is applicable, the laws and regulations of Guam shall govern the interpretation, effect, and validity of this Agreement. Any court action shall be exclusively in Guam.

XIX. Compliance with Laws.

A. In General. The Contractor shall comply with all U.S. and Guam laws, statutes, regulations and ordinances applicable to this Agreement. The Contractor represents and warrants that it is fully licensed to do business in Guam to render the services to be provided herein.

B. Non-Discrimination in Employment. The Contractor agrees: (i) not to unlawfully discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap; (ii) to include a provision similar to that contained in subsection (i) above in any subcontract or assignment agreement except a subcontract for standard commercial supplies or raw materials; and (iii) to post and to cause subcontractors and/or assignees to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

XX. Retention and Access to Records and Other Review. The Contractor, including subcontractors, if any, shall maintain all books, documents, papers, accounting records and other evidence pertaining to the services performed and costs incurred, and to make such materials available at its respective offices at all reasonable times during the Agreement period and for six (6) years from the date of the final payment under the Agreement, for inspection by GDOE. GDOE agrees to comply with reasonable requests of Contractor to provide access to all documents and GDOE property reasonably necessary to the performance of Contractor's services under this Agreement. The conditions of this section shall be placed in any subcontract or assignment arising under this Agreement.

XXI. Liability.

A. Indemnification. Contractor shall indemnify and hold harmless GDOE and its officers, agents, Board members and employees from or on account of any claims,

losses, expenses, injuries, damages, actions, lawsuits, judgments, or liability resulting or arising from (but only to the extent caused or contributed to by) the negligent or wrongful act or omission or the Contractor or its employees, officers, directors, contractors, agents, representatives, successors, or assigns, in the performance or nonperformance of services under this Agreement.

B. GDOE not Liable. GDOE assumes no liability for any accident, loss, claim, judgment, action or injury that may occur to the Contractor and/or the Contractor's officers, directors, agents, servants, subcontractors and/or employees, and/or to the personal property of any such person or entity, arising out of the performance of services under this Agreement except to the extent caused or contributed to by the negligent act or omission of GDOE. In addition, no Board member, officer, agent, or employee of GDOE shall be liable personally under or by reason of this Agreement or any of its provisions. In addition, GDOE assumes no liability for any accident or injury that may occur to Contractor's officers, directors, employees, agents, or dependents while traveling to and from Guam in furtherance of this Agreement.

XXII. Delays, Extensions and Suspensions. GDOE unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as it may determine to be appropriate for the convenience of GDOE. The Contractor agrees to prosecute the work continuously and diligently apart from those periods of suspension, delay or interruption. Except as otherwise agreed to by the Parties, reasonable time extensions for the performance of Contractor's services will be granted only for excusable delays that arise from causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, acts of the public enemy, acts of the Government of Guam or the Government of the United States in either its sovereign or contractual capacity, acts of another contractor in the performance of an agreement with the Government of Guam, fires, floods, typhoons, earthquakes, epidemics, quarantine restrictions, strikes, freight, or embargoes.

XXIII. Modifications including those Due to Public Welfare, Change in Law or Change in Marketing Conditions. GDOE shall have the unilateral power to modify the Agreement at any time subject to the written agreement of Contractor. GDOE shall have the power to make changes in the Agreement and to impose new rules and regulations on the Contractor under the Agreement relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare or due to a change in law. GDOE shall give the Contractor notice of any proposed change in the Agreement and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Contractor. In the event GDOE materially alters the obligations of the Contractor, or the benefits to GDOE, then the Agreement shall be amended consistent therewith. Should these amendments materially alter the obligations of the Contractor, then the Contractor or GDOE shall be entitled to an adjustment in the rates and charges established under the Agreement. Contractor shall be entitled to terminate this Agreement rather than accept modified terms. Nothing contained in the Agreement shall require any party to perform any act or function contrary to law. GDOE and the Contractor agree to enter into good faith negotiations regarding modifications to the Agreement, which may

be required in order to implement changes in the interest of the public welfare or due to changes in law. When such modifications are made to the Agreement, GDOE and the Contractor shall negotiate in good faith a reasonable and appropriate adjustment for any changes in services or other obligations required of the Contractor directly and demonstrably due to any modification in the Agreement under this clause.

XXIV. Independent Contractor and its Employees.

A. Status of Contractor. The Contractor and its officers, agents, servants, subcontractors and employees are independent contractors performing professional services for GDOE, and are not employees of GDOE. The Contractor and its officers, agents, servants and employees shall not accrue vacation or sick leave, participate in the Government of Guam retirement system, insurance coverage, bonding, use of government vehicles or any other benefits accorded to Government of Guam employees as a result of this Agreement. Contractor agrees that Contractor and its aforementioned employees, officers, directors, agents, servants, and subcontractors are not and will not become an employee, officer or Board member of GDOE at any time during the duration of this Agreement, and will otherwise comply with the provisions of the Guam Procurement Law regarding ethics in public contracting (Title 5 Guam Code Annotated, Chapter 5, Article 11, and its associated rules and regulations). Nothing in this Agreement or any action taken under this Agreement shall be deemed or construed in any manner or for any purpose to evidence or establish as between Contractor and GDOE a relationship of partnership, agency, association, joint, venture or representative, nor does this Agreement authorize any party to undertake or bind any obligation or responsibility on behalf of the other party. In addition, there shall be no withholding of taxes by GDOE for the Contractor.

B. Liability. The Contractor assumes responsibility for its personnel and subcontractors providing services hereunder and will make all deductions and payments for social security and withholding taxes and for contributions to employment compensation funds, or any other payments required by the governments of the U.S. and Guam, if required. Contractor is responsible for paying when due any and all income taxes, gross receipts taxes, or any other taxes or assessments incurred as a result of the services performed by the Contractor and Contractor's employees or agents under this Agreement or the compensation paid to Contractor for services performed under this Agreement. Furthermore, Contractor shall maintain at the Contractor's expense all necessary insurance for its employees including but not limited to Worker's Compensation, Errors and Omissions, and liability insurance for each employee as required under U.S. and Guam Law and the mandates of the underlying RFP to this Agreement. Contractor agrees to hold harmless and indemnify GDOE, its officers, directors, employees, agents, representatives, successors and assigns, for any and all claims, demands, costs, losses, fees, penalties, interest, or damages, including attorney's fees, which may be brought or asserted due to (i) any injury, death, or property damage arising from the negligence or other wrongful or tortuous acts of Contractor or Contractor's employees, officers, contractors, directors, agents, representatives, successors, or assigns, or (ii) Contractor's failure to comply with terms of this subparagraph B.

C. Wage and Benefits Compliance. Contractor warrants it shall comply with all applicable federal and local laws, rules, and regulations regarding the payment of

minimum wages and benefits, in particular in accordance with the Wage Determination for Guam issued and promulgated by the U.S. Department of Labor and with Guam Public Law 26-111. Contractor assumes all liability for, and hereby indemnifies GDOE from, any violation of any applicable law, rule, or regulation relating to the payment of wages or benefits.

XXV. Disclosure. The Contractor hereby represents that it has disclosed to GDOE all matters regarding Contractor which if not disclosed to GDOE would materially affect GDOE's decision to enter into this Agreement with Contractor.

XXVI. Disposition of Property and Materials; Intellectual Property Rights.

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

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

XXVII. Mandatory Representations by Contractor:

A. **Persons Convicted of Sex Offense.** Contractor warrants that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated or of an offense defined in Article 2 of Chapter 28 of Title 9 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 Contractor while on government of Guam property, with the exception of public highways. If any employee of Contractor is providing services on government property and is convicted subsequent to an award of a contract, then Contractor warrants that it will notify GDOE of the conviction within twenty-four hours of the conviction, and will immediately remove such convicted person from providing services on government property. If Contractor is found to be in violation of any of the provisions of this paragraph, then GDOE will give notice to Contractor to take corrective action. Contractor shall take corrective action within twenty-four (24) hours of notice from GDOE, and Contractor shall notify GDOE when action has been taken. If Contractor fails to take corrective steps within twenty-four (24) hours of notice from GDOE, then GDOE in its sole discretion may temporarily suspend this agreement.

B. **Gratuities and Kickbacks.** Contractor warrants it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 §11107.

C. **Contingent Fees.** Contractor warrants it has not retained a person to solicit or secure this 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.

D. **Ethical Standards.** Contractor warrants 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 of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.

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

XXIX. Attachments, Exhibits, Schedules, and Entire Agreement. This Agreement, including its Attachments, Exhibits and Schedules, constitutes the entire Agreement and supersedes all prior written or oral understandings. No Agreement, oral or written, expressed or implied, has been made by any party hereto, except as expressly provided herein. All prior Agreements and negotiations are superseded hereby. This Agreement and any duly executed amendments hereto constitute the entire Agreement between the Parties hereto.

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

XXXI. Partial Invalidity. If any provision of this Agreement shall be deemed by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue to be in full force and effect.

XXXII. Amendments/Modifications. Any amendment or modification to this Agreement will be effective only if it is in writing and signed by both parties.

Changes To Work. Any modifications to the quantities of services or equipment to be delivered pursuant to this Agreement, and the compensation therefor, may be made by a written Change Order signed by an authorized representative of GDOE and Contractor. A Change Order may only be made on the conditions that the work to be performed by a Change Order is not inconsistent with the scope of work under this Agreement, and that where there is an increase in the costs for services, GDOE shall certify in writing that funds are available for the increased costs prior to such Change Order becoming effective.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year appearing below their respective signatures.

EXHIBIT 3



JON J. P. FERNANDEZ
Superintendent of Education

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

*Manuel F.L. Guerrero / Administration Building
2nd. Floor, Suite B-220
Hagåtña, Guam 96932
Telephone: (671) 300-1581
Fax: (671) 472-5001*



MARCUS Y. PIDO
Supply Management Administrator

CLARIFICATION NO. 1

February 6, 2013

Gentlemen:

Please refer to our Invitation for Bid No. GDOE IFB 008-2013, INDEFINITE QUANTITY BID FOR PURCHASE OF AIR CONDITIONING EQUIPMENT a copy of which was issued to your company for consideration.

Please make necessary change (s) specified below:

Questions submitted by J & B Modern Tech, January 30, 2013 at 5:16 p.m., via E-Mail:

A. As to the fourth paragraph in item 17, beginning on page 4 of IFB No. 008-2013, J&B notes its concern that it is unusual and impractical for a contractor to warrant mechanical equipment maintained (or not maintained, or improperly maintained) by someone else. Therefore, J&B respectfully request that DOE reconsider this provision. However, in the event that DOE does not choose to do so, J&B has the following question. How is the Contractor to verify that preventive maintenance is being performed on the installed HVAC units in accordance with the preventive maintenance schedule, and that the units are not being neglected, sabotaged or otherwise damaged, if someone other than the Contractor is performing such maintenance?

Response: The successful contractor MUST provide the five year warranty as specified in the IFB. The GDOE will not consider any changes to this stipulation. To answer the second part of the question, a Preventive Maintenance Contract is part of this IFB. All units will be placed on a P.M. schedule. An existing S.O.P. is in place to ensure that all units have been properly cleaned. GDOE hires Contractors who are reputable, responsible and respectful. We expect Contractors to operate to the highest standards of professionalism.

B. Also as to the fourth paragraph in item 17, how will it be determined whether a needed repair is due to failure of the unit to meet warranted requirements, rather than unperformed maintenance or improperly performed maintenance if someone other than the Contractor is performing such maintenance?

Response: Refer to Response to letter A.

C. As to item 18.B. on page 5, J&B notes its concern that it and other contractors may not have staff working on weekends and holidays, therefore, J&B respectfully request that DOE reconsider this provision. However, in the event that DOE does not choose to do so, J&B has the following question. Does this provision mean that although repair and replacement parts need usually only be available within five days, they must be available the same day on Saturdays, Sundays and Government of Guam holidays? Or does

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IFB 008-2013
February 06, 2013

this mean that Saturdays, Sundays and Government of Guam holidays will be counted in the five days, so that "five days" means calendar days rather than business days.

Response: As to 18.B, the IFB is specific. The contractor is required to have replacement parts available within five calendar days that includes weekends and holidays. No exceptions to this requirement.

D. As to item 19 on page 5, J&B notes that the parenthetical exception in this item means that 12,000 BTU units are not required to have Fresh Air Intakes. What is controlling, item 19 on page 5 or page 23?

Response: On page 23 of the IFB, there is no mention that requires the unit to have Fresh Air Intakes/Make-up –Air Units be installed. Item #19 on page 5 stands.

E. As to item 2.2.5 on page 7, requiring bid submission in the format of the Bid Form included in the IFB, can a bid be submitted on a "Xerox" or similarly copied form, rather than the actual Bid Form included in the IFB, so long as all information and signatures provided by the bidder are original?

Response: No. Bids must be submitted in the format of the Bid Form included with this IFB. Bids submitted in any other format will be deemed nonresponsive and disqualified from participation in this solicitation. Bidders may enter either by handwritten or type information onto the actual bid form but will not alter the bid form any way.

F. As to item 2.2.6 on page 8, are bidders allowed to offer an option of another brand of air conditioner, as has been the case in prior bidding for air conditioners?

Response: Bidders shall offer one (1) price per item and shall submit one (1) bid. Section 2.2.6 on page 8 titled, "ALTERNATE BIDS NOT ACCEPTED", states an alternate bid will not be accepted. If a bidder submits two bids, GDOE may determine both bids as alternate bids and deem both bids non-responsive.

G. As to item 2.4.3 on page 10, why is this information not required with the original bid submission?

Response: GDOE has determined this information is not required with bid submission, however, the GDOE reserves the right to request such information, therefore, bidders should be prepared to promptly provide to GDOE information relating to the bidder's responsibility. Failure of a bidder to comply with a request by GDOE for information relating to responsibility may result in a determination that a bidder is not responsible and therefore disqualified from an award.

H. As to item 2.5.3 on page 11, may invoices be submitted once the units are received by the Contractor from its Vendor?

Response: No, invoices may only be submitted once the unit has been installed and Q.Cd. (Quality Controlled) and signed off by the Manager of the Division of Facilities and Maintenance of the GDOE.

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IFB 008-2013
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I. As to page 28: (i) how many 208/230 volts units, and how many 460 volts units?; and (ii) how many 1 phase units, and how many 3 phase units?

Response: Thirty (30) each 3 phase, 460 volts and One (1) each single phase 208/230 volts.

J. Also on page 28, should this be "SEER" rather than "EER"? J&B believes the factory uses SEER for all units of 5 tons and below.

Response: Units are given a SEER rating for units under 5 ton and units 5 ton and above are given EER ratings.

K. As to page 29: (i) how many 208/230 volts units, and how many 460 volts units?; and (ii) how many 1 phase units, and how many 3 phase units?

Response: Eighteen (18) each 3 phase, 208/230 and Two Hundred Eighteen (218) each single phase, 208/230.

L. Also as to page 29, should this be "SEER" rather than "EER"? J&B believes the factory uses SEER for all units of 5 tons and below.

Response: Units 5 ton and above are EER rated.

M. As to page 30: (i) how many 208/230 volts units, and how many 460 volts units?; and (ii) how many 1 phase units, and how many 3 phase units?

Response: Eight (8) each 3 phase 460 volts, and One (1) each 3 phase 208/230 volts.

N. As to page 31: (i) how many 208/230 volts units, and how many 460 volts units?; and (ii) how many 1 phase units, and how many 3 phase units?

Response: Two (2) each 3 phase, 460 volts.

O. As to page 32: (i) how many 208/230 volts units, and how many 460 volts units?; and (ii) how many 1 phase units, and how many 3 phase units?

Response: Eight (8) each 3 phase 460 volts and Two (2) each 3 phase 208/230 volts.

P. As to page 33, (i) how many 208/230 volts units, and how many 460 volts units?; and (ii) how many 1 phase units, and how many 3 phase units?

Response: Eleven (11) each 3 phase, 208/230 volts.

Q. As to page 34, (i) how many 208/230 volts units, and how many 460 volts units?; and (ii) how many 1 phase units, and how many 3 phase units?

Response: Five (5) each 3 phase, 460 volts and One (1) each 3 phase, 208/230 volts.

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R. As to page 35, (i) how many 208/230 volts units, and how many 460 volts units?; and (ii) how many 1 phase units, and how many 3 phase units?

Response: Seven (7) each 3 phase, 208/230.

S. As to page 36, (i) how many 208/230 volts units, and how many 460 volts units?; and (ii) how many 1 phase units, and how many 3 phase units?

Response: Five (5) each 3 phase, 460 volts.

T. As to page 37, (i) how many 208/230 volts units, and how many 460 volts units?; and (ii) how many 1 phase units, and how many 3 phase units?

Response: Nine (9) each 3 phase, 208/230.

U. As to page 38, (i) how many 208/230 volts units, and how many 460 volts units?; and (ii) how many 1 phase units, and how many 3 phase units?

Response: One (1) each 3 phase, 208/230 volts.

V. As to page 39, (i) how many 208/230 volts units, and how many 460 volts units?; and (ii) how many 1 phase units, and how many 3 phase units?

Response: Two (2) each 3 phase, 460 volts.

W. As to page 40, (i) how many 208/230 volts units, and how many 460 volts units?; and (ii) how many 1 phase units, and how many 3 phase units?

Response: One (1) each 3 phase, 460 volts.

X. As to page 41, (i) how many 208/230 volts units, and how many 460 volts units?; and (ii) how many 1 phase units, and how many 3 phase units?

Response: One unit (1) each 3 phase, 460 volts.

Y. As to page 47, item 4, J&B has the same concerns and questions noted in "A" and "B" above: (i) how is the Contractor to verify that preventive maintenance is being performed on the installed HVAC units in accordance with the preventive maintenance schedule, and that the units are not being neglected, sabotaged or otherwise damaged, if someone other than the Contractor is performing such maintenance?; and (ii) how will it be determined whether a needed repair is due to failure of the unit to meet warranted requirements, rather unperformed maintenance or improperly performed maintenance if someone other than the Contractor is performing such maintenance?

Response: Refer to question A's Response.

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Z. As to item 17 on pages 4-5, and the provisions relating to warranty on page 47, what is the scope of the required warranty? J&B notes that typically the warranty for all factory units installed by dealer authorized technicians is a five year warranty for the compressor and parts only.

Response: The five (5) year warranty specified on item 17 pages 4 and 5 is inclusive of parts, compressor and labor. Should a unit require repair, then the successful bidder will make the proper repairs at no cost to the GDOE.

Revised questions submitted by Sunleader Guam Co. Ltd., January 31, 2013 at 1:51 p.m., via facsimile:

Question: As the above mentioned bid is an "Indefinite Quantity Bid", may we therefore ask for waiver of the 15% bond requirement?

Response: There will be no waiver of the fifteen percent (15%) Bid Bond. For this bid, there will be no further bid bond requirements on subsequent quantities ordered beyond the initial minimum quantities. Pursuant to 5 GCA § 5212, titled, "BID SECURITY AND PERFORMANCE BOND REQUIREMENT FOR CONTRACTORS" which states in part, "Bid security shall be required for all competitive sealed bidding for the procurement of supplies or services when the total price is estimated by the Chief Procurement Officer to exceed Twenty-Five Thousand Dollars (\$25,000.00). Furthermore, §3109(c)(3) states in part, "The use of a bid bond, however, is required when a performance bond is required.

Calculation of Bid Bond: Section 2.5.4.1. states in part, "... A bid guarantee or bid bond in the amount of fifteen percent (15%) of the bidder's total bid price must be included with the bid." For the purpose of calculating the bidder's total bid price for bonding purposes (Bid Bond, Performance Bond and Payment Bond), Bidder's will use the aggregate of total lump sum bid price for the extension [the sum of Column (C)] and the total lump sum bid price for the 1st year contract price [the sum of Column (D)]. Both totals are found on page 41.

Revised questions for U, W and X submitted by J & B Modern Tech, January 31, 2013 at 5:20 p.m., via E-Mail:

U. As to page 38, (i) it specify 208/230 volts, 460 volts, what is the existing voltage?; and (ii) will it be 1 phase or 3 phase?

Response: One (1) each 3 phase, 208/230 volts.

W. As to page 40, (i) it specify 208/230 volts, 460 volts, what is the existing voltage?; and (ii) will it be 1 phase or 3 phase?

Response: One (1) each 3 phase, 460 volts.

X. As to page 41, (i) it specify 208/230 volts, 460 volts, does this mean 1-208/230 volts and 1-460 volts?

Response: One unit (1) each 3 phase, 460 volts.

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February 06, 2013

Questions submitted by GFS Group, February 01, 2013 at 3:45 p.m., via facsimile:

1. Project/Purchase Scope – 2.1.2 #15 – Will GDOE provide specification on type of duct work needed for transition duct?

Response: No, contractors are advised to make site visits and make assessments. Please inform the Manager of Facilities and Maintenance Division, the contact number is 300-2466 to make the necessary arrangements.

2. Project/Purchase Scope – 2.1.2 #16&17 – Does this mean that every component/part of the AC unit should be under a five year warranty? Usually, only the compressor has a five year warranty.

Response: All parts to include compressors are included in the 5 year warranty.

3. Purchase Description – 2.1.3 – GDOE requires all new units to include all electrical requirements. Does GDOE intend to apply this electrical requirement to new installations only or does it apply to replacement of existing AC as well?

Response: All electrical requirements apply to both new installations and the replacement of existing ACs as well.

4. Project/Purchase Scope – 2.1.2 #18 Does all equipment have to be or fall under the Buy American Act (made in USA)?

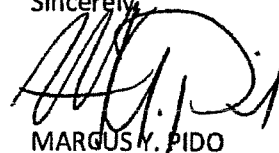
Response: Yes.

5. Project/Purchase Scope – 2.1.2 #14 – If there is any, what are the possible restrictions to the installation plan? How does GDOE intend to propose to handle installations during school hours?

Response: GDOE will make all efforts to work with the successful bidder during the installation process to ensure that delays are avoided during and after school hours as well as on weekends.

All else remains same.

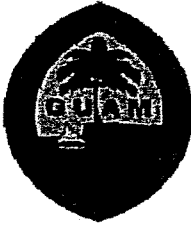
Sincerely,



MARGUS Y. PIDO

Supply Management Administrator

EXHIBIT 4



JON J.P. FERNANDEZ
Superintendent of Education

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

*Manuel F.L. Guerrero / Administration Building
2nd Floor, Suite B-202
Hagåtña, Guam 96932
Telephone: (671) 475-0436/0440
Fax: (671) 472-5001*



MARCUS Y. PIDO
Supply Management Administrator

AMENDMENT NO. 2

February 21, 2013

Prospective Bidders:

Gentlemen:

Please refer to our Invitation for Bid No. **GDOE IFB 008-2013, INDEFINITE QUANTITY BID FOR PURCHASE OF AIR CONDITIONING EQUIPMENT** a copy of which was issued to your company for consideration.

Please make necessary change (s) specified below:

1. Amend Deadline for Submission of Pre-Bid Written Questions:

From: Friday, February 01, 2013 at 4:00 p.m.

To: Monday, February 25, 2013 at 5:00 p.m.

2. Amend Deadline for GDOE Response to Pre-Bid Written Questions:

From: Wednesday, February 06, 2013 at 4:00 p.m.

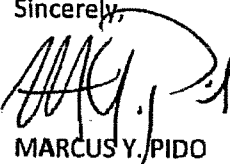
To: Wednesday, February 27, 2013 at 5:00 p.m.

3. Amend Deadline for Submission:

From: Monday, February 25, 2013 at 10:00 a.m.

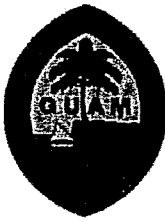
To: Friday, March 15, 2013 at 2:00 p.m.

All else remains same.

Sincerely,


MARCUS Y. PIDO
Supply Management Administrator

EXHIBIT 5



JON J. P. FERNANDEZ
Superintendent of Education

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

*Manuel F.L. Guerrero / Administration Building
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Fax: (671) 472-5001*



MARCUS Y. PIDO
Supply Management Administrator

CLARIFICATION NO. 2

March 04, 2013

Gentlemen:

Please refer to our Invitation for Bid No. **GDOE IFB 008-2013, INDEFINITE QUANTITY BID FOR PURCHASE OF AIR CONDITIONING EQUIPMENT** a copy of which was issued to your company for consideration.

Please make necessary change (s) specified below:

Note: A Pre-Bid Conference has been scheduled for Thursday, March 07, 2013 at 10:00 a.m. Location: Facilities and Maintenance Warehouse, Piti, **Facilities and Maintenance, Manager's Office, 2nd Floor.**

Amend Deadline for Submission:

From: Friday, March 15, 2013 at 2:00 p.m.

To: Friday, March 22, 2013 at 10:00 a.m.
Location: Department of Education Conference Room, 1st Floor, Manuel F.L. Guerrero Building, Department of Administration

Questions submitted by GFS Group, February 01, 2013 at 3:45 p.m., via facsimile:

1. Project/Purchase Scope – 2.1.2 #18 Does all equipment have to be or fall under the Buy American Act (made in USA)?

Response: Yes.

Clarification to the GDOE Response sent/issued on February 06, 2013:

Questions submitted by GFS Group, February 25, 2013 at 2:58 p.m., via facsimile:

1. In the most recent responses to questions from potential bidders, the GDOE indicated that the Buy American Act would apply. Please provide additional clarity as to the various countries and requirements that are acceptable to the GDOE related to the Buy American Act? It is important to note that American manufacturers generally do not manufacture split type air-conditioners. Rather they are generally partnered with manufacturers/factories in other countries. Can GDOE provide a clarifying definition or confirm if bidders should use the guidelines contained in the Federal Acquisition Regulations (FAR) 52.225-5 & 11? Otherwise, will GDOE be will to remove this requirement?

CLARIFICATION NO. 2
IFB 008-2013
March 04, 2013

Response: For clarification purposes and after review of recent responses it has been determined that pursuant to the "Buy American Act", Sec. 1605. Use of American Iron, Steel, and Manufactured Goods. (a) None of the funds appropriated or otherwise made available by this Act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.

Furthermore, due to the transferring of funding from the "American Recovery and Reinvestment Act" of 2009 to the Local Trust Account, this section no longer applies. Therefore, clarification of response to the question asked "Does all equipment have to be or fall under the Buyer American Act (made in USA)?"

No, The Buy American Act does not apply to this bid.

2. In the most recent amendment dated February 15, 2013, the GDOE stated that the Five-year warranty would be applicable upon award of the IFB. Wouldn't the five-year warranty begin upon installation and operation of the units to be installed under this contract?

Response: Contractor acknowledges and agrees to all of the warranty terms upon Contractor's acceptance of the award of the IFB as follows:

Contractor shall provide for all newly installed HVAC units, a five (5) year warranty (Title 17 Guam Code Annotated (GCA) Education; Chapter 7 Physical Plant. 7119).

Contractor understands and agrees that alterations of the terms of the five (5) year warranty will not be allowed without an agreement in writing between GDOE and Contractor.

The five (5) year warranty shall remain in effect; so long as, the preventative maintenance is performed according to the Preventative Maintenance Schedule supplied by the Contractor whether or not scheduled maintenance is performed by Contractor.

Contractor acknowledges and agrees that any communications concerning the interpretation of the Five (5) year warranty is to be directed to GDOE's Supply Management Administrator.

Contractor acknowledges and agrees that the five (5) year warranty for each HVAC unit will become effective upon Contractor delivering to GDOE documentation that states the type of HVAC unit installed, the location the HVAC unit's installation, the date of the installation of HVAC unit and GDOE's acknowledgement of the installation of the HVAC unit.

Contractor's failure to honor any terms of the five (5) year warranty will be construed by GDOE as a breach of the IFB.

3. The IFB currently calls for a five-year warranty for all units and a performance bond for the entire contract amount. Generally manufacturers provide a one-year warranty on all parts and a five-year warranty for compressors only. Furthermore, GDOE cannot accept a separate performance bond for warranty work and preventive maintenance on all units installed under this contract for years 2-5?

CLARIFICATION NO. 2
IFB 008-2013
March 04, 2013

Response: Page 19, titled, "Performance Bond" and Page 21 titled, "Labor and Material Payment Bond" – Delete and Disregard pages in their entirety.

4. Reference – Page 10, Section 2.5.1 – Project Delivery: Does 180 days refer to calendar days or working days?

Response: Calendar Days. The successful bidder may install units during schools hours. Successful bidder may also install units after school hours and during the weekend provided that advance notice be given.

5. Reference – Page 10, Section 2.5.1 – Project Delivery: The sheer number of units required in the solicitation will be challenging at best for manufacturers. Please confirm – Does GDOE intend on issuing a notice to proceed this fiscal year (prior to September 30, 2013)? Does the GDOE intend on having all the units listed in the solicitation installed and operational by September 30, 2014 to include the chillers?

Response: The GDOE intend to award and issue a notice to proceed prior to September 30, 2013. The GDOE expects all units and chillers to be installed and operational 180 days after the notice to proceed has been issued.

6. Reference – Page 3, Item 2.1.2 - #3: For the uniformity of the bid, please confirm the quantity and capacities of the condensing units on ground level that will require a concrete pad and fencing.

Response: The following schools will require either a concrete pad, fencing or both. Jose L.G. Rios Middle: three (3) units with both concrete pads and fencing. Simon Sanchez High: one (1) unit with both pad and fencing. Inarajan Middle: three (3) units with fencing only. J.Q. San Miguel Elementary: two (2) units with fencing only. F.B. Leon Guerrero Middle: one (1) unit with pad only. Agana Heights Elementary: one (1) unit with both pad and fencing. Price Elementary: one (1) unit with just fencing.

7. Reference – Page 44, Section 11.0 of the Air Conditioning Technical Specifications: This section calls for factory coated evaporator coils. This is typically unnecessary for indoor units and represents an additional cost and additional manufacturing time. Will GDOE reconsider this requirement and only require factory coating for the outdoor evaporators or condensing units?

Response: The GDOE has reconsidered your request and recommends that coating for outdoor units will be required. The requirement for Section 11.0 regarding the factory coated coils will only be required for outdoor units only.

8. Reference – Page 45, Section 12.0 of the Air Conditioning Technical Specifications: For uniformity of the bid, please confirm the typical lengths for to be allowed for refrigerant piping (per set) for split and ducted split units.

Response: Fifty (50) feet.

9. Reference – Page 45, Section 17.0 of the Air Conditioning Technical Specifications: Please advise if

CLARIFICATION NO. 2
IFB 008-2013
March 04, 2013

electrical disconnect switches required are to be NEMA 4X, NEMA 3R or other?

Response: Electrical disconnect switches required are to be NEMA 3R.

10. Reference – Page 46, Section 19.0 of the Air Conditioning Technical Specifications: Please confirm if existing thermostat conduit and wire can be re-used if in acceptable working conditioned?

Response: No, all existing thermostat conduits and wires are to be replaced with no exceptions.

11. Please confirm if air and/or water balancing will be required for any of the units. If so, please confirm if a 3rd party is required.

Response: Air and water balancing will not be required.

Questions submitted by JMI-Edison, February 25, 2013 at 4:27 p.m., via facsimile:

1. Ref-Air Condition Technical Specifications:

Page 44/Para11.0 – Coating Evaporator and Condenser Coils

Spec states: Al coated surfaces must ensure that 100% of the exposed fin surface is coated via a **dipped-process**.

If factory dipped coating is not available, vendor is still required to coat all coils to the same factory type specifications and full emersion process to ensure 100% coverage of the coils tubing and fin surfaces. Various coatings are available in the market place, however, GDOE requires a **Phenolic Epoxy** coating or equivalent. One specific coating that is acceptable is the **Blygold PoluAL Xt** coating supplied by MJC/Blygold Atlanta in Marietta, Georgia 800-728-1004. A second acceptable coating is the **Bronze-Glow** which is a dip coating process also, details of the specific coatings be proposed and the application process shall be provided in the vendor proposals.

Comment: Phenolic, Blygold or Bronzeglow-None of these are suitable for these coils used in today's modern inverters, as they come with louvered fins and these 3 mentioned coating materials (mentioned on the above spec) block off the fin louver openings, restrict air flow and kill SEER ratings.

Suggested coating is **Acrylic coated gold fins** for these type of units. If acrylic coating is not acceptable, **Luvata Electrofin E-Coating (the absolute best coating available and only coating suitable for louvered finned coils) is strongly recommended to maintain the spec required for these units.**

Can the suggested coating mentioned above replace the coating requirement on the spec?

Response: The GDOE will accept Acrylic coated gold fins or Luvata Electrofin E-Coating as alternatives.

2. For clarification – There is no single manufacturer of mini-splits in the USA. All mini-splits under all brands are all imported.

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IFB 008-2013
March 04, 2013

Response: Because Buy U.S.A. is no longer requirement as part of this bid, Mini splits may be imported elsewhere.

3. Wall mounted/Ceiling Mounted Indoor Units (Evaporator):

a) **NOTE:** All wall mounted indoor units do not have provisions to meet the "Fresh Air Intake" requirement Only ceiling mounted indoor units have provisions to meet the "Fresh Air Intake" requirement. If "Fresh Air Intake" is a must to meet on the specified requirement on items 2, 3, 4 and 5, can it be considered for the specification/description to be changed/modified to read" ceiling mounted indoor units to meet this requirement?

Response: (a) This is a consideration well taken, GDOE has considered that Fresh Air Intakes be required for ceiling mounted indoor units only.

b) **Item 5-36,000 Btuh Mini-Splits A/C.**

Response: Refer to 3A Response.

36,000 Btuh Mini-Splits wall mounted will meet the 15 min SEER rating requirement, but it will not meet the "Fresh Air Intake".
See explanation above.

To meet the requirement for the "Fresh Air Intake", will the following units be acceptable in replacement of the wall mounted"
Indoor unit.

Offer: Ceiling mounted – evaporator (indoor unit) does not have a SEER rating but will be matched to an outdoor unit (condensing unit)
With a 16 SEER rating.

4. Chilled Water-Type

What are the water and ambient temperature specifications?

Response: The water temperature as it enters the condensing unit should read at 0-50 degrees Fahrenheit and read 60-70 degrees Fahrenheit as it leaves.

Can the model/name or information of the existing equipment that will be replaced be provided?

Response: The brand and model of the existing equipment is a Carrier 30RB060-390.

CLARIFICATION NO. 2
IFB 008-2013
March 04, 2013

Questions submitted by J&B Modern Tech, February 25, 2013, via E-Mail:

Albert, my inquiry on above subject matter, clearly specified on page 9, under letter b) Responsiveness to the requirements of this IFB, second paragraph; it states in part, " Bidders must submit C13, C40 and C51 Certificates from the Guam Contractor's Licensing Board with their bid. Failure to submit these documents will result in a nonresponsive bid and disqualification from consideration for award. The contractor's license board office cannot issue a CERTIFICATIONS but instead they issued a verification of license". Would this be acceptable to you and to DOE? To make this matter, a clear understanding, the DOE or your decision should be in writing.

Response: Based on the findings from the Public Auditor in a recent GDOE IFB a Verification of License states that the Verification of License only determines that there is no complaints filed against the Contractor, therefore, GDOE is requiring certificates to be submitted in the form of a current Contractor's License stating the Classifications of qualifications from the Guam Contractor's Licensing Board.

Questions submitted by J&B Modern Tech, February 25, 2013, via E-Mail:

1. Under the spec of the above subject matter call for a minimum of 15 SEER for all A/C mini split unit which falls or categorize as DC INVERTER and that DC Inverter starts at 14.5 SEER which our 36K BTU A/C Mini Split Unit minimum, the same unit installed at GDOE school under the IFB-050-2011. Does GDOE could consider or accept it.

Response: Yes, we will accept 36,00BTU Mini Split units at a 14.5 SEER rating.

2. Regarding the Verification of Certificate..... Reference question was sent 2-20-13.

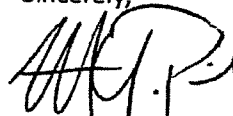
Response: See response made to February 25, 2013 E-Mail sent by J&B Modern Tech.

3. Regarding the PL-27-127 Reference question was sent 2-20-13.

Response: Public Law 27-127 is in reference to Performance Bond. Response to this is the Performance Bond and Labor and Material Bond will no longer be required.

All else remains same.

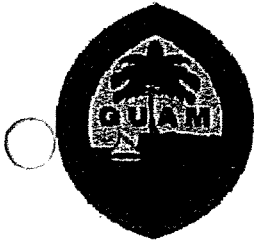
Sincerely,



MARCUS Y. PIDO

Supply Management Administrator

EXHIBIT 6



JON J.P. FERNANDEZ
Superintendent of Education

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

*Manuel F.L. Guerrero / Administration Building
2nd Floor, Suite B-202
Hagåtña, Guam 96932
Telephone: (671) 475-0436/0440
Fax: (671) 472-5001*



MARCUS Y. PIDO
Supply Management Administrator

AMENDMENT NO. 3

March 7, 2013

Prospective Bidders:

Gentlemen:

Please refer to our Invitation for Bid No. **GDOE IFB 008-2013, INDEFINITE QUANTITY BID FOR PURCHASE OF AIR CONDITIONING EQUIPMENT** a copy of which was issued to your company for consideration.

Please make necessary change (s) specified below:

MANDATORY SITE VISIT

Please be advised that there will be a **MANDATORY SITE VISIT** on **Monday, March 11, 2013 at 10:00 a.m.** Site visit will commence at **Juan M. Guerrero Elementary School** until completed then we will proceed to **Maria A. Ulloa Elementary School** until completion. Failure to attend will result in disqualification from this bid.

Please proceed to the School's Administration Office upon arrival. All bidders will be required to sign in.

All else remains same.

Sincerely,

MARCUS Y. PIDO
Supply Management Administrator

EXHIBIT 7



JON J. P. FERNANDEZ
Superintendent of Education

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

*Manuel F.L. Guerrero / Administration Building
2nd. Floor, Suite B-220
Hagåtña, Guam 96932
Telephone: (671) 300-1581
Fax: (671) 472-5001*



MARCUS Y. PIDO
Supply Management Administrator

CLARIFICATION NO. 3

March 12, 2013

Gentlemen:

Please refer to our Invitation for Bid No. **GDOE IFB 008-2013, INDEFINITE QUANTITY BID FOR PURCHASE OF AIR CONDITIONING EQUIPMENT** a copy of which was issued to your company for consideration.

Please make necessary change (s) specified below:

Amend Bid Opening Date:

From: Friday, March 22, 2013 at 2:00 p.m.

To: Thursday, March 28, 2013 at 10:00 a.m.

Due to the outcome of the **MANDATORY PRE-BID** held on Monday, March 11, 2013 the following is the Clarification:

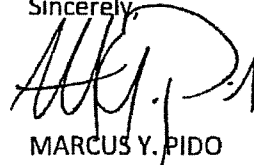
1. Upon receipt of the notice to proceed, the successful bidder has 210 calendar days to complete the project as specified in IFB 008-2013. All a/c units must be installed and operational on or before the specified 210 day timeline.
2. In IFB 008-2013, The Buy America Act requirement will stand for the purchase and installation of A/C units 5 tons and above. Hence, the Buy America Act will not be required for the purchase and installation of A/C units 36,000 BTU and below.
3. The condenser section for all A/C units specified in this IFB, requires that coils shall be configured with aluminum or copper finned surface mechanically bonded to seamless copper tubing coil as specified on page 44, 9.0.
4. The successful bidder is required to install concrete pads for units installed (as needed) and stipulated in Item #6 on Page 3 of Clarification #2.
5. Acceptable alternative coatings for the evaporator and condenser coils are Acrylic coated gold fins or Luvata Electro fin E Coatings. The GDoE requires a factory certificate for the application of the required coating.

CLARIFICATION NO. 3
IFB 008-2013
March 12, 2013

6. Pursuant to Public Law 27-127 Performance Bond, the 15% Bid Bond will be used in lieu of the One Hundred Percent Performance Bond. Therefore, GDOE will require a Bid Bond of 15% due upon the submittal of the bid package. There will be no separation of the Bid Bond requiring one for the purchasing of the units and one for the Maintenance of the project.
7. The GDOE will award a Purchase Order for the purchase and installation of A/C units and a Preventive Maintenance Contract to the successful bidder.
8. The GDOE has ongoing roof coating repair projects throughout the school system. It is imperative that during the installation of rooftop units that the contractor ensures that the newly applied coating is not damaged or disturbed. To avoid any roof repair warranty the successful contractor shall coordinate with GDOE before any new installation of A/C's to ensure that we are all in compliance with the warranty.

All else remains same.

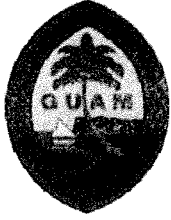
Sincerely,



MARCUS Y. PIDO

Supply Management Administrator

EXHIBIT 8



**DEPARTMENT OF EDUCATION
OFFICE OF THE SUPERINTENDENT**

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Email: jonfernandez@gdoe.net



JON J.P. FERNANDEZ
Superintendent of Education

March 21, 2013

VIA CERTIFIED MAIL AND HAND DELIVERY:

J&B Modern Tech
P.O Box 9778
Tamuning, GU 96931
Tel: (671) 646-0588
Fax: (671) 646-0589
Email: Genebangayan@jbmoderntech.com

Attention: Generoso M. Bangayan
President

RE: Determination and Notice of Suspension

DETERMINATION

As head of the Purchasing Agency of Guam Department of Education ("GDOE"), I am issuing this determination of probable cause for debarment of J&B Modern Tech ("J&B").

GDOE awarded the contract for GDOE Invitation for Bid 050-2011 ("IFB") to J&B. The IFB involved the purchase of air conditioner units for various GDOE schools and support facilities. IFB Section 2.1.2 required that the contractor include a Five (5) Year Warranty for all air conditioner units installed, as required by 17 GCA § 7119. *See Attached Page from IFB 050-2011.* In total, 500 units of various sizes were purchased and installed between January 2012 and July 2012. *See Attached Purchase Order.* At the conclusion of installation, J&B provided a letter to GDOE describing the Warranty as follows:

Warranty: The equipment shall be guaranteed to be free from defects in materials and workmanship. The "Warranty Period" is for five (5) years for Compressor only from the initial start up date or when first DOE school used. Under no circumstances shall supplier and dealer, J&B Modern Tech be liable for incidental or consequential damages resulting without preventative maintenance that should prevent further deterioration, breakdown and inefficient operation and cooling condition of the A/C units. Consumable related to accessories are not covered. And further more, the warranty is NULL & VOID if damages is caused by Mother

Nature or Force Majeure, Thunder & Lightning, Power Fluctuation, Disturbed, Tampered, Adjusted and/or Repaired by other Entities Technicians,

See Attached August 27, 2012, Letter from J&B to GDOE. The total amount of this contract was in excess of \$1.3 million.

In September 2012, pursuant to a separate solicitation, GDOE entered into a contract for repair and preventative maintenance for air conditioners. The contract was competitively bid and J&B submitted a bid. The current repair and maintenance contract was awarded to a company other than J&B that is certified to perform these services.

By January 2013, less than a year after J&B installed the purchased air conditioners, three large units broke down, including a 25 ton HVAC unit, a 36,000 BTU HVAC unit and a 30,000 BTU HVAC unit. GDOE made numerous requests to J&B in order to have these units repaired. *See Attached February 6, 2013, Letter from Marcus Y. Pido to J&B.* J&B has repeatedly refused to repair these units, asserting that the units in question have broken down because persons other than J&B technicians made repairs to these units, and that preventative maintenance was not provided to these units. *See Attached February 11, 2013, Letter from J&B to Marcus Y. Pido.* GDOE has determined that J&B's reasons for not honoring the Warranty have no merit because no persons other than J&B have made any repairs to the units in question and because a lack of preventative maintenance is not a valid reason for the malfunction of the units given the short time period since the units were installed. *See Attached February 13, 2013, Letter from Marcus Y. Pido to J&B.*

By accepting the Purchase Order, J&B agreed to all the terms of the IFB. J&B failed to honor the Warranty and such failure is a breach of the terms of the IFB. J&B has been advised that GDOE may seek J&B's debarment from future procurement involving the purchase and installation of air conditioners. *See Attached February 6 & February 13, 2013, Letters from Marcus Y. Pido to J&B.*

For the reasons above, probable cause exists for the debarment of J&B, more particularly; J&B failed to perform in accordance with the terms of the contract. J&B has been informed that GDOE may seek debarment from future procurements involving air conditioners. As required by 5 G.C.A. § 5426 and 2 G.A.R. Div 4 § 9102, GDOE has consulted with the Attorney General regarding this matter. Therefore, a Notice of Suspension shall be issued, pursuant to 5 G.C.A. § 5426(c) and 2 G.A.R. Div 4 § 9102 (b)(1).

NOTICE OF SUSPENSION

Pursuant to 5 G.C.A. § 5426 and 2 G.A.R. Div 4 § 9102(b)(1), upon determination that probable cause exists for debarment as described above, J&B is hereby notified that it is suspended from consideration for awards of contracts involving air conditioners.

Pursuant to 2 G.A.R. § 9102(b)(1), please be advised of the following:

1. The suspension period is not to exceed three months, pending a complete investigation into possible debarment;

2. Bid or proposals will not be solicited from J&B, and if they are received, they will not be considered during the period of suspension; and
3. Pursuant to 5 G.C.A. § 5426(e), 5 G.C.A. § 5705, 2 G.A.R. Div 4 § 9102(d) and 2 G.A.R Div 4 § 12401 the suspended person may request a hearing.

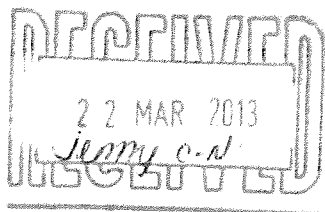
Senseramente,



JON J.P. FERNANDEZ
Superintendent of Education

Attachments (via hand delivery)

by 3/21/13



3.50 PM