

**GSA** GENERAL SERVICES AGENCY  
(Ahensian Setbision Hinirat)  
Government of Guam  
148 Route 1 Marine Drive, Piti Guam 96915  
Tel: 475-1713 \* Telefax: 472-4217; 475-1716; 475-1727

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Accountability \* Impartiality \* Competence \* Openness \* Value

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**REQUEST FOR PROPOSAL (RFP NO): RFP/GSA-01-2013**

**DESCRIPTION:**

ENGINEERING AND OTHER PROFESSIONAL SERVICES  
(TURN-KEY PROJECT FROM START TO FINISH)

**SPECIAL REMINDER TO PROSPECTIVE OFFERORS**

Offerors are reminded to read the Request for Proposal instructions, and General Terms and conditions attached to the RFP to ascertain that all of the following requirements checked below are submitted in the technical bid enveloped, one (1) original and three (3) duplicates, at the date and time of the submittal date.

- (X) STATEMENT OF QUALIFICATIONS
- (X) AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSION
  - a. Date of signature of the person authorized to sign the bid and the notary date must be the same.
- (X) OTHER REQUIREMENTS:  
Non-Collusion Affidavit, D.O.L. Wage Determination Affidavit, Restriction Against Sexual Offenders Affidavit, No Kickbacks or Gratuities Affidavit and Ethical Standards Affidavit, and Affidavit re Contingent Fees

**NOTE:** TECHNICAL BID PROPOSAL SHALL BE SUBMITTED IN A SEALED ENVELOPE LABELED "TECHNICAL PROPOSAL" BID. ALL REQUIRED FORMS AND AFFIDAVITS SHALL BE SUBMITTED IN THE ENVELOPE.

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2013, I, \_\_\_\_\_,

authorized representative of \_\_\_\_\_ acknowledge receipt of this special reminder to prospective Offerors with the above referenced RFP.

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

**Request for Proposal: RFP/GSA-01-2013**

ENGINEERING AND OTHER PROFESSIONAL SERVICES  
(TURN-KEY PROJECT FROM START TO FINISH)

**ACKNOWLEDGEMENT RECEIPT FORM**

**Please be advised that to be considered a prospective bidder you must fill out this Acknowledgement receipt form. Please submit by fax form to 472-4217 / 475-1727**

**Name** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

**Time** \_\_\_\_\_

**Contact Number** \_\_\_\_\_

**Fax Number** \_\_\_\_\_

**Contact Person regarding IFB** \_\_\_\_\_

**Title** \_\_\_\_\_

**E-Mail Address** \_\_\_\_\_

**Company/Firm** \_\_\_\_\_

**Address** \_\_\_\_\_

Note: GSA will not be liable for failure to provide notice to any party who did not register contact information.

All questions or concerns shall be submitted and faxed to 475-1716/27 or 472-4217 no later than **May 20, 2013** before close of business day.

**REQUEST FOR PROPOSAL**

ISSUING OFFICE:

GENERAL SERVICES AGENCY  
GOVERNMENT OF GUAM  
148 ROUTE 1, MARINE DRIVE  
PITI, GUAM 96915

*1* CLAUDIA S. ACFALLE *5/14/13*  
Chief Procurement Officer

ISSUED DATE: May 14, 2013

RFP NO: RFP/GSA-01-2013

FOR: Engineering and Other Professional Services (Turn-Key Project Start to Finish)

SPECIFICATION: (See Attached Scope of Work)

DESTINATION: Department of Administration – General Services Agency

REQUIRED DELIVERY DATE: 90 Days Upon Receipt of Purchase Order

INSTRUCTION TO BIDDERS:

INDICATE WHETHER:  INDIVIDUAL  PARTNERSHIP  CORPORATION

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

This Proposal shall be submitted with one (1) original and three (3) copies sealed to the issuing office above no later than (Time) **4:00 PM** (Date) 5/24/13, and will **not** be publicly opened. Proposal submitted after the time and date specified above shall be rejected.

The undersigned offers and agrees to furnish within the time specified, the articles and services as listed, unless otherwise specified by the offeror. In consideration to the expense of the Government in opening, tabulating, and evaluating this and other bids, and other considerations, the undersigned agrees that this proposal remain firm and irrevocable within 90 calendar days from the date of submittal of proposals to supply any or all the items which prices are quoted.

NAME AND ADDRESS OF BIDDER:

SIGNATURE AND TITLE OF PERSON  
AUTHORIZED TO SIGN THIS BID:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

AWARD: CONTRACT NO.: \_\_\_\_\_ AMOUNT: \_\_\_\_\_ DATE: \_\_\_\_\_

ITEM NO(S). AWARDED: \_\_\_\_\_

CONTRACTING OFFICER:

\_\_\_\_\_  
CLAUDIA S. ACFALLE  
Chief Procurement Officer

NAME AND ADDRESS OF CONTRACTOR:

IGNATURE AND TITLE OF PERSON  
AUTHORIZED TO SIGN THIS CONTRACT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_







**FORM E**  
**DECLARATION RE COMPLIANCE WITH U.S. D.O.L. WAGE DETERMINATION**

Procurement No: **RFP/GSA-01-2013**

**ENGINEERING AND OTHER PROFESSIONAL SERVICES (Turn-Key Project from Start to Finish)**

Name of Offeror Company: \_\_\_\_\_ hereby certifies under penalty of perjury:

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

**§ 5801. Wage Determination Established.**

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

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

**§ 5802. Benefits.**

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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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 - Electroneuro-diagnostic 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, Dry-cleaning	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 Conditioning 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	12.44

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

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.71 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.



**AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSION**

TERRITORY OF GUAM )  
 ) SS:  
 HAGATNA, GUAM )

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

- The offeror is an individual or sole proprietor and owns the entire (100%) interest in the offering business.
- The offeror is a corporation, partnership, joint venture, or association known as \_\_\_\_\_ [please state name of offeror company], and the persons, companies, partners, or joint venturers who have held more than 10% of the shares of interest in the offering business during the 365 days immediately preceding the submission date of the proposal are as follows [if none, please so state]

<u>Name</u>	<u>Address</u>	<u>% of Interest</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

<u>Name</u>	<u>Address</u>	<u>Compensation</u>
_____	_____	_____

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

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

Subscribed and sworn to before me  
 this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

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



**GOVERNMENT OF GUAM  
GENERAL TERMS AND CONDITIONS**

**SEALED BID SOLICITATION AND AWARD  
Only those Boxes checked below are applicable to this bid.**

1. **AUTHORITY:** This solicitation is issued subject to all the provision of the Guam Procurement Act (5GCA, Chapter 5) and the Guam Procurement Regulations (copies of both are available at the Office of the Complier of laws, Department of Law, copies available for inspection at General Services Agency). It requires all parties involved in the Preparation, negotiation, performance, or administration of contracts to act in good faith.
2. **GENERAL INTENTION:** Unless otherwise specified, it is the declared and acknowledged intention and meaning of these General Terms and conditions for the bidder to provide the Government of Guam (Government) with specified services or with materials, supplies or equipment completely assembled and ready for use.
3. **TAXES:** Bidders are cautioned that they are subject to Guam Income Taxes as well as all other taxes on Guam Transactions. Specific information on taxes may be obtained from the Director of Revenue and Taxation.
4. **LICENSING:** Bidders are cautioned that the Government will not consider for award any offer submitted by a bidder who has not complied with the Guam Licensing Law. Specific information on licenses may be obtained from the Director of Revenue and Taxation.
5. **LOCAL PROCUREMENT PREFERENCE:** All procurement of supplies and services where possible, will be made from among businesses licensed to do business on Guam in accordance with section 5008 of the Guam Procurement Act (5GCA, Chapter 5) and Section 1-104 of the Guam Procurement Regulations.
6. **COMPLIANCE WITH SPECIFICATIONS AND OTHER SOLICITATION REQUIREMENTS:**  
Bidders shall comply with all specifications and other requirements of the Solicitation.
7. **“ALL OR NONE” BIDS:** NOTE: By checking this item, the Government is requesting all of the bid items to be bid or none at all. The Government will not award on an itemized basis.
8. **INDEPENDENT PRICE DETERMINATION:** The bidder, upon signing the Invitation for Bid, certifies that the prices in his bid were derived at without collusion, and acknowledge that collusion and anti-competitive practices are prohibited by law. Violations will be subject to the provision of Section 5651 of that of the Guam Procurement Act. Other existing civil, criminal or administrative remedies are not impaired and may be in addition to the remedies in Section 5651 of the Government code.
9. **BIDDER’S PRICE:** The Government will consider not more than two (2) (Basic and Alternate) item prices and the bidder shall explain fully each price if supplies, materials, equipment, and/or specified services offered comply with specifications and the products origin. Where basic or alternate bid meets the minimum required specification, cost and other factors will be considered. Failure to explain this requirement will result in rejection of the bid.
10. **BID ENVELOPE:** Envelope shall be sealed and marked with the bidder’s name, Bid number, time, date and place of Bid Opening.
11. **BID GUARANTEE REQUIREMENT:** Bidder is required to submit a Bid Guarantee Bond or standby irrevocable Letter of Credit or Certified Check or Cashier’s Check in the same bid envelope to be held by the Government pending award. The Bid Guarantee Bond, Letter of Credit, Certified Check or Cashier’s Check must be issued by any local surety or banking institution licensed to do business on Guam and made payable to the Treasurer of Guam in the amount of fifteen percent (15%) of his highest total bid offer. The Bid Bond must be submitted on Government Standard Form BB-1 (copy enclosed). Personal Checks will not be accepted as Bid Guarantee. If a successful Bidder (contractor) withdraws from the bid or fails to enter into contract within the prescribed time, such Bid guarantee will be forfeited to the Government of Guam. Bids will be disqualified if not accompanied by Bid Bond, Letter of Credit, Certified Check or Cashier’s check. Bidder must include in his/her bid, valid copies of a Power of Attorney from the Surety and a Certificate of Authority from the Government of Guam to show proof that the surety company named on the bond instrument is authorized by the Government of Guam and qualified to do business on Guam. For detailed information on bonding matters, contact the Department of Revenue and Taxation. Failure to submit a valid Power of Attorney and Certificate of Authority on the surety is cause for rejection of bid. **Pursuant to 5 GCA § 5212, all competitive sealed bidding for the procurement of supplies or services exceeding \$25,000.00 a 15% Bid Security of the total bid price must accompany the bid package. The bid bond, Letter of Credit, Certified Check or Cashier’s Check will serve as Bid Security for this procurement.**
12. **PERFORMANCE GUARANTEE:** Bidders who are awarded a contract under this solicitation, guarantee that goods will be delivered or required services performed within the time specified. Failure to perform the contract in a satisfactory manner may be cause for suspension or debarment from doing business with the Government of Guam. In addition, the Government will hold the Vendor liable and will enforce the requirements as set forth in Section 40 of these General Terms and Conditions.
13. **SURETY BONDS:** Bid and Bid Bonds coverage must be signed or countersigned in Guam by a foreign or alien surety’s resident general agent. The surety must be an Insurance Company, authorized by the government of Guam and qualified to do business in Guam. Bids will be disqualified if the Surety Company does not have a valid Certificate of Authority from the Government of Guam to conduct business in Guam.
14. **COMPETENCY OF BIDDERS:** Bids will be considered only from the such bidders who, in the opinion of the Government, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.
15. **DETERMINATION OF RESPONSIBILITY OF BIDDERS:** The Chief Procurement Officer reserves the right for securing from bidders information to determine whether or not they are responsible and to inspect plant site, place of business; and supplies and services as necessary to determine their responsibility in accordance with Section 15 of these General Terms and Conditions. (2 GAR, Div. 4 § 3116)

**[X] 16. STANDARD FOR DETERMINATION OF LOWEST RESPONSIBLE BIDDER:**

In determining the lowest responsible offer, the Chief Procurement Officer shall be guided by the following:

- a) Price of items offered.
- b) The ability, capacity, and skill of the Bidder to perform.
- c) Whether the Bidder can perform promptly or within the specified time.
- d) The quality of performance of the Bidder with regards to awards previously made to him.
- e) The previous and existing compliance by the Bidder with laws and regulations relative to procurement.
- f) The sufficiency of the financial resources and ability of the Bidder to perform.
- g) The ability of the bidder to provide future maintenance and services for the subject of the award.
- h) The compliance with all of the conditions to the Solicitation.

**[X] 17. TIE BIDS:** If the bids are for the same unit price or total amount in the whole or in part, the Chief Procurement Officer will determine award based on 2 GAR, Div. 4, § 3109(o) (2) or to reject all such bids.

**[X] 18. BRAND NAMES:** Any reference in the Solicitation to manufacturer's Brand Names and number is due to lack of a satisfactory specification of commodity description. Such preference is intended to be descriptive, but not restrictive and for the sole purpose of indicating prospective bidders a description of the article or services that will be satisfactory. Bids on comparable items will be considered provided the bidder clearly states in his bid the exact articles he is offering and how it differs from the original specification.

**[X] 19. DESCRIPTIVE LITERATURE:** Descriptive literature(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The literature furnished must clearly identify the item(s) in the Bid. The descriptive literature is required to establish, for the purpose of evaluation and award, details of the product(s) the bidder proposes to furnish including design, materials, components, performance characteristics, methods of manufacture, construction, assembly or other characteristics which are considered appropriate. Rejection of the Bid will be required if the descriptive literature(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the descriptive literature(s) by the time specified in the Solicitation will require rejection of the bid.

**[ ] 20. SAMPLES:** Sample(s) of item(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The sample(s) should represent exactly what the bidder proposes to furnish and will be used to determine if the item(s) offered complies with the specifications. Rejection of the Bid will be required if the sample(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the sample(s) by the time specified in the Solicitation will require rejection of the Bid.

**[ ] 21. LABORATORY TEST:** Successful bidder is required to accompany delivery of his goods with a Laboratory Test Report indicating that the product he is furnishing the Government meets with the specifications. This report is on the bidder's account and must be from a certified Testing Association.

**[X] 22. AWARD, CANCELLATION, & REJECTION:** Award shall be made to the lowest responsible and responsive bidder, Whose bid is determined to be the most advantageous to the Government, taking into consideration the evaluation factors set forth in this solicitation. No other factors or criteria shall be used in the evaluation. The right is reserved as the interest of the Government may require to waive any minor irregularity in bid received. The Chief Procurement Officer shall have the authority to award, cancel, or reject bids, in whole or in part for any one or more items if he determines it is in the public interest. Award issued to the lowest responsible bidder within the specified time for acceptance as indicated in the solicitation, results in a bidding contract without further action by either party. In case of a error in the extension of prices, unit price will govern. It is the policy of the Government to award contracts to qualified local bidders. The Government reserves the right to increase or decrease the quantity of the items for award and make additional awards for the same type items and the vendor agrees to such modifications and additional awards based on the bid prices for a period of thirty (30) days after original award. No. award shall be made under this solicitation which shall require advance payment or irrevocable letter of credit from the government ( 2 GAR, Div.4 §1103).

**[ ] 23. MARKING:** Each outside container shall be marked with the Purchase Order number, item number, brief item description and quantity. Letter marking shall not be less than 3/4" in height.

**[X] 24. SCHEDULE FOR DELIVERY:** Successful bidder shall notify the General Services Agency, Telephone Nos. 475-1707 or 475-713, at least twenty-four (24) hours before delivery of any item under this solicitation.

**[ ] 25. BILL OF SALE:** Successful supplier shall render Bills of Sale for each item delivered under this contract. Failure to comply with this requirement will result in rejection of delivery. The Bill of Sale must accompany the items delivered but will not be considered as an invoice for payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.

**[ ] 26. MANUFACTURER'S CERTIFICATE:** Successful bidder is required, upon delivery of any item under this contract, to furnish a certificate from the manufacturer indication that the goods meet the specifications. Failure to comply with this request will result in rejection of delivery payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.

**[X] 27. INSPECTION:** All supplies, materials, equipment, or services delivered under this contract shall be subject to the inspection and/or test conducted by the Government at destination. If in any case the supplies, materials, equipment, or services are found to be defective in material, workmanship, performance, or otherwise do not conform with the specifications, the Government shall have the right to reject the items or require that they be corrected. The number of days required for correction will be determined by the Government.

**[ ] 28. MOTOR VEHICLE SAFETY REQUIREMENTS:** The Government will only consider Bids on motor vehicles which comply with the requirements of the National Traffic and Motor Vehicle safety Act of 1966 (Public Law 89-563) and Clean Air Act as amended (Public Law 88-206), that are applicable to Guam. Bidders shall state if the equipment offered comply with these aforementioned Federal Laws.

- [ ] 29. **SAFETY INSPECTION:** All motor vehicles delivered under this contract must pass the Government of Guam Vehicle Inspection before delivery at destination.
- [X] 30. **GUARANTEE:**
- a) Guarantee of Vehicle Type of Equipment:**  
The successful bidder shall guarantee vehicular type of equipment offered against defective parts, workmanship, and performance, for a period of not less than one (1) year after date of receipt of equipment. Bidder shall also provide service to the equipment for at least one (1) year. Service to be provided shall include, but will not be limited to tune ups (change of spark plugs, contact points and condensers) and lubrication (change of engine and transmission oil). All parts and labor shall be at the expense of the bidder. All parts found defective and not caused by misuse, negligence or accident within the guarantee period shall be repaired, replaced, or adjusted within six (6) working days after notice from the Government and without cost to the Government. Vehicular type of equipment as used in this context shall include equipment used for transportation as differentiated from tractors, backhoes, etc.
- b) Guarantee of Other Type of Equipment:**  
The successful bidder shall guarantee all other types of equipment offered, except those mentioned in 30a, above, against defective parts, workmanship, and performance for a period of not less than three (3) months after date of receipt of equipment. Bidder shall also provide service to the equipment for at least three (3) months. All parts found defective within that period shall be repaired or replaced by the Contractor without cost to the Government. Repairs, adjustments or replacements of defective parts shall be completed by the contractor within six (6) working days after notice from the Government.
- (c) Compliance with this Section is a condition of this Bid.**
- [X] 31. **REPRESENTATION REGARDING ETHICS IN PUBLIC PROCUREMENT:** The bidder or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a Government employee to breach any of the ethical standards and represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth on Chapter 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.
- [X] 32. **REPRESENTATION REGARDING CONTINGENT FEES:** The contractor represents that it has not retained a person to solicit or secure a Government 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 (GPR Section 11-207).
- [X] 33. **EQUAL EMPLOYMENT OPPORTUNITY:** Contractors shall not discriminate against any employee or applicant of employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that employees are treated equally during employment without regards to their race, color, religion, sex, or national origin.
- [X] 34. **COMPLIANCE WITH LAWS:** Bidders awarded a contract under this Solicitation shall comply with the applicable standard, provisions, and stipulations of all pertinent Federal and/or local laws, rules, and regulations relative to the performance of this contract and the furnishing of goods.
- [ ] 35. **CHANGE ORDER:** Any order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-03.1 of the Guam Procurement Regulations.
- [X] 36. **STOP WORK ORDER:** Any stop work order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-04.1 of the Guam Procurement Regulations.
- [X] 37. **TERMINATION FOR CONVENIENCE:** Any termination order for the convenience of the Government issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101.10 of the Government Procurement Regulations.
- [X] 38. **TIME FOR COMPLETION:** It is hereby understood and mutually agreed by and between the contractor and the Government that the time for delivery to final destination or the timely performance of certain services is an essential condition of this contract. If the contractor refuses or fails to perform any of the provisions of this contract within the time specified in the Purchase Order (from the date Purchase Order is acknowledged by vendor), then the contractor is in default. Defaults will be treated subject to and in accordance with the provisions of 2 GAR, Div. 4 § 6101(8)
- [X] 39. **JUSTIFICATION OF DELAY:** Bidders who are awarded contracts under this Solicitation, guarantee that the goods will be delivered to their destination or required services rendered within the time specified. If the bidder is not able to meet the specified delivery date, he is required to notify the Chief Procurement Officer of such delay. Notification shall be in writing and shall be received by the Chief Procurement Officer at least twenty-four (24) hours before the specified delivery date. Notification of delay shall include an explanation of the causes and reasons for the delay including statement(s) from supplier or shipping company causing the delay. The Government reserves the right to reject delay justification if, in the opinion of the Chief Procurement Officer, such justification is not adequate.

- [X] 40. **LIQUIDATED DAMAGES:** When the contractor is given notice of delay or nonperformance as specified in Paragraph 1 (Default) of the Termination for Default Clause of this contract and fails to cure in the time specified, the contractor shall be liable for damages for delay in the amount of one-fourth of one percent (1%) of outstanding order per calendar day from date set for cure until either the territory reasonable obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contractor's delay or nonperformance is excused under Paragraph 40 (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this contract, liquidated damages shall not be due the territory. The contractor remains liable for damages caused other than by delay. 2 GAR, Div. 4 §6101(9) (a).
  
- [X] 41. **PHYSICAL LIABILITY:** If it becomes necessary for the Vendor, either as principal, agent or employee, to enter upon the premises or property of the Government of Guam in order to construct, erect, inspect, make delivery or remove property hereunder, the Vendor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of any accidents, injuries or damages to any person or property during the progress of the work herein covered, and to be responsible for, and to indemnify and save harmless the Government of Guam from the payment of all sums of money by reason of all or any such accidents, injuries or damages that may occur upon or about such work, and fines, penalties and loss incurred for or by reasons of the violations of any territorial ordinance, regulations, or the laws of Guam or the United States, while the work is in progress. Contractor will carry insurance to indemnify the Government of Guam against any claim for loss, damage or injury to property or persons arising out of the performance of the Contractor or his employees and agents of the services covered by the contract and the use, misuse or failure of any equipment used by the contractor or his employees or agents, and shall provide certificates of such insurance to the Government of Guam when required.
  
- [X] 42. Contract will be cancelled if funds not appropriated or insufficient, and that government will timely inform contractor. R 3121(e)(1)(C) and R 3121(e)(1)(D)
  
- [ ] 43. If cancelled, contractor will be reimbursed unamortized reasonably incurred non-recurring costs. R 3121(e)(1)(G)
  
- [X] 44. **CONTACT FOR CONTRACT ADMINISTRATION:** If your firm receives a contract as a result of this Solicitation, please designate a person whom we may contact for prompt administration.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# GOVERNMENT OF GUAM

## SEALED BID SOLICITATION INSTRUCTIONS

1. **BID FORMS:** Each bidder shall be provided with two (2) sets of Solicitation forms. Additional copies may be provided upon request. Bidders requesting additional copies of said forms will be charged per page in accordance with 5 GCA § 10203 of the Government Code of Guam. All payments for this purpose shall be by cash, certified check or money order and shall be made payable to the General Services Agency (EO 86-24).
2. **PREPARATIONS OF BIDS:**
  - a) Bidders are required to examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at bidder's risk.
  - b) Each bidder shall furnish the information required by the Solicitation. The bidder shall sign the solicitation and print or type his name on the Schedule. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent are to be accompanied by evidence of this authority unless such evidence has been previously furnished to the issuing office.
  - c) Unit price for each unit offered shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the amount column of the Schedule for each item offered. In case of discrepancies between a unit price and extended price, the unit price will be presumed to be correct.
  - d) Bids for supplies or services other than those specified will not be considered. Time, if stated as a number of days, means calendar days and will include Saturdays, Sundays, and holidays beginning the day after the issuance of a Notice to Proceed. Time stated ending on a Saturday, Sunday or Government of Guam legal holiday will end at the close of the next business day.
  - e) **EXPLANATION TO BIDDERS:** Any explanation desired by a bidder regarding the meaning or interpretation of the Solicitation, drawings, specifications, etc., must be submitted in writing and with sufficient time allowed for a written reply to reach all bidders before the submission of their bids. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective bidder concerning a Solicitation will be furnished to all prospective bidders in writing as an amendment to the Solicitation if such information would be prejudicial to uninformed bidders.
4. **ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS:** Receipt of an amendment to a Solicitation by a bidder must be acknowledged by signing an acknowledgement of receipt of the amendment. Such acknowledgement must be received prior to the hour and date specified for receipt of bids.
5. **SUBMISSION OF BIDS:**
  - a) Bids and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the Solicitation. The bidder shall show the hour and date specified in the Solicitation for receipt, the Solicitation number, and the name and address of the bidder on the face of the envelope.
  - b) Telegraphic bids will not be considered unless authorized by the Solicitation. However, bids may be modified or withdrawn by written or telegraphic notice, provided such notice is received prior to the hour and date specified for receipt (see paragraph 6 of these instructions).
  - c) Samples of items, when required, must be submitted within the time specified, unless otherwise specified by the Government, at no expense to the Government. If not destroyed by testing, samples will be returned at bidder's request and expense, unless otherwise specified by the Solicitation.
  - d) Samples or descriptive literature should not be submitted unless it is required on this solicitation. Regardless of any attempt by a bidder to condition the bid, unsolicited samples or descriptive literature will not be examined or tested at the bidder's risk, and will not be deemed to vary any of the provisions of this Solicitation.
6. **FAILURE TO SUBMIT BID:** If no bid is to be submitted, do not return the solicitation unless otherwise specified. A letter or postcard shall be sent to the issuing office advising whether future Solicitations for the type of supplies or services covered by this Solicitation are desired.

7. LATE BID, LATE WITHDRAWALS, AND LATE MODIFICATIONS:

- a) Definition: Any bid received after the time and date set for receipt of bids is late. Any withdrawal or modification of a bid received after the time and date set for opening of bids at the place designated for opening is late (Guam Procurement Regulations 2 GAR, Div.4 §3109(k) ).
- b) Treatment: No late bid, late modification, or late withdrawal will be considered unless received before contract award, and the bid, modification, or withdrawal would have been timely but for the action or inaction of territorial personnel directly serving the procurement activity.

8. DISCOUNTS:

- a) Notwithstanding the fact that prompt payment discounts may be offered, such offer will not be considered in evaluating bids for award unless otherwise specified in the Solicitation. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of bids.
- b) In connection with any discount offered, time will be computed from date of delivery and acceptance of the supplies to the destination as indicated in the purchase order or contract. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Government check.

9. GOVERNMENT FURNISHED PROPERTY: No material, labor or facilities will be furnished by the Government unless otherwise provided for in the Solicitation.

10. SELLER' INVOICES: Invoices shall be prepared and submitted in quadruplicate (one copy shall be marked "original") unless otherwise specified. Invoices shall be "certified true and correct" and shall contain the following information: Contract and order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices, and extended total. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading.

11. RECEIPT, OPENING AND RECORDING OF BIDS: Bids and modifications shall be publicly opened in the presence of one or more witnesses, at the time, date, and place designated in the Invitation for Bids. The name of each bidder, the bid price, and such other information as is deemed appropriate by the Procurement Officer, shall be read aloud and recorded, or otherwise made available. The names and addresses of required witnesses shall be recorded at the opening. The opened bids shall be available for public inspection except to the extent the bidder designates trade secrets or other proprietary data to be confidential as set forth in accordance with Section 12, below. 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, 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 (Guam Procurement Regulations 2 GAR, Div.4 §3109(k) ).

12. CONFIDENTIAL DATA: The Procurement Officer shall examine the bids to determine the validity of any requests for nondisclosure of trade secrets and other proprietary data.

**REQUEST FOR PROPOSAL**

**FOR**

**GENERAL SERVICES AGENCY**

**ENGINEERING AND OTHER PROFESSIONAL SERVICES  
(Turn-key Project from Start to Finish)**

**REQUEST FOR PROPOSAL No.: RFP/GSA-01-2013**

**DEADLINE FOR SUBMISSION: MAY 24, 2013 AT 4:00PM**

**PLACE: GENERAL SERVICES AGENCY  
148 ROUTE 1  
PITI, GUAM 96915**

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## INTRODUCTION

The General Services Agency (GSA), mandated by Guam Code Annotated Chapter 5, is the sole agency responsible for facilitating the procurement process for the entire line departments and agencies. As a result, GSA facilities are used as a storage area for all property of Government of Guam that is held up in the procurement process.

The GSA will procure services for renovation of their current facility, aimed at energy efficiency. Through these energy-concentrated efforts the GSA will be able to provide and maintain proper storage conditions to continue to store the property of the Government of Guam, as well as provide a safe and energy-efficient operations building. As the sole department responsible for facilitating the procurement process of the entire line departments and agencies within the executive branch, GSA must be able to maintain the storage atmosphere to ensure the equipment remains operable.

### II. ESTIMATED RFP TIMETABLE

Request for proposal packages for interested offerors available at the General Services Agency.....	8:00 a.m. and 3:00 p.m.
Questions and concerns shall be submitted no later than.....	May 20, 2013
Deadline for receipt of unpriced technical proposals and sealed cost proposals.....	May 24, 2013
Evaluation and Selection.....	May 29, 2013
Award of contract will be in the form of a Purchase order and Notice to Proceed.....	June 3, 2013

### III. SCOPE OF WORK

Proposals are requested from experienced individuals and organizations to perform, as needed Architectural/Engineering (A/E) services at GSA. GSA desires to contract with an individual or organization that possesses the necessary knowledge, experience and professional expertise in A/E services. The purpose is to determine the extent of damages in order to ascertain the scope of necessary repairs. This is an A/E discipline currently regulated by the Guam Professional Engineers Architects and Land Surveyors (PEALS) Board. Offerors are required to be currently licensed with a Certificate of Authorization to practice A/E services from the Guam PEALS Board.

The Offeror will provide the required A/E services from its own firm and/or technical specialists from other firms as sub-consultants. The areas of expertise requested and the anticipated nature of work on A/E services for the task descriptions provided below:

- a. Perform A/E services related to repairs and replacements of individual parts and sections using knowledge of materials technology and deterioration mechanism of concrete, steel and other materials used in concrete buildings.
- b. Perform A/E services related to inspection/repair – All elements including columns, beams and other site features. Perform technical inspections and analysis of failures in all site features and design repairs.
- c. Provide reviews on designs for compliance with the Uniform Building Code, the National Electrical Code, and other applicable codes.
- d. Services shall also include data review and analyses; engineering analyses; studies, evaluations and report preparation, development, evaluation and recommendations of design alternatives; final designs including plans, and specifications.
- e. Perform analysis results, including input models and final analysis printouts.
- f. Pre-design layouts and documents for any/all engineering disciplines listed above.
- g. Provide A/E services necessary for warehouse facility. These services may include installation of a new ventilating and air conditioning systems; analysis of ventilation and exhaust systems; and existing plumbing systems.
- h. Provide analyses of ventilation and cooling loads.
- i. Provide A/E services for the design of fire protection systems for warehouse office.
- j. Provide review designs for compliance with the Uniform Building Code, and other applicable facility codes.

#### **Additional Requirement as follows:**

- Consultation, meetings, discussions with GSA based on the statement of work. Design services considered will be predominantly renovation, additions, alterations, remodeling, and minor construction, repair, and maintenance type projects;
- Assessment, review, engineering and design, certification of fire protection systems;
- Preparation of design documents; production of construction documents, project books, drawings, specifications, design analyses. Plans/specifications will include, but not be limited to general A/E services.

- Cost estimates, economic studies, reports on various A/E utility systems and environmental and safety problems;
- Construction Management during a construction project (COA in Construction Management required);
- Maintain procedure creation, guidance, direction, administration, and execution;
- A Quality Assurance/Quality Control (QA/QC) plan for use in reviewing design deliverables for this contract and when conducting review of designs prepared by others. At a minimum, this QA/QC plan will include review of work for compliance with the following: Uniform Building Code; Review the designs, analyses, and any other work prepared by others for the above task; ADA Requirements; Uniform Fire Code.
- The Offeror selected to conduct this work shall be expected to work closely with, and under the direction of the Buyer Supervisor II.
- The Offeror will provide a contact administration services to facilitate efficient progress such as: project progress reporting; baseline schedules and updates, as required; team organization charts and phone contact lists; meeting agendas, minutes, and notes, with revisions as required.; project team management and coordination; and meeting organization, facilitation and documentation.
- Offeror shall possess the necessary knowledge, experience and professional expertise in energy management to establish, implement and conduct an energy saving/management process. This energy management process shall be described in detail and the overall approach that will be taken.

#### IV. RFP SUBMITTAL REQUIREMENTS

**Please prepare and submit your proposal in accordance with the following requirements:**

##### 1. Technical Proposals:

- a. Technical Proposals: The unpriced Technical Proposal (excluding resumes and the transmittal letter) shall not exceed t total of the equivalent of 20 single-sided, 8.5" x 11" pages. Resumes and design qualifications should be included in an appendix. A recently updated and completed Standard Forms (SF) 330 (electronic copy will be provided upon request) are acceptable in lieu of resumes and design qualifications.
  - i. Qualifications and Experience: The proposal should provide the qualifications and experience of the consultant team that will be available for providing the requested services. Please emphasize the specific qualifications and experience from projects similar to this project for the Key Team Members. Include detailed experience with federally funded projects, its administration, and management. Federal offices include the Department of the Interior, US Department of Agriculture, US Department of Energy. Also include former and current experience with projects funded by the 2009 American Recovery and Reinvestment Act. Please note projects involving Replacement of Key Team Members will not be permitted without prior consultation with and approval of GSA.
  - ii. References: For each Key Team Member, provide at least three references (names and current phone numbers) from recent work (previous three years) similar to this project. Include a brief description of each project associated with the reference, and the role of the respective team member.

- iii. Licenses: Copy of current Guam Business License and where necessary and applicable Certificate of Authorization (COA) and a recent Letter of Good Standing from the Guam PEALS Board.
  - iv. Additional Relevant Information: Provide additional relevant information that may be helpful in the selection process (not to exceed the equivalent of 2 single-sided pages).
- b. To gain additional submittal points, the technical proposals should contain the following:
- i. Project Understanding: This section should clearly convey the consultant understands of the nature of the work, including coordination with and approvals from GSA.
  - ii. Approach and Management Plan: This section should provide the firm's/team's proposed approach and management plan for providing the services. An organization chart must also be included.
  - iii. Project Schedule: This section will outline a project's schedule using Gantt Charts or a Work Breakdown Structure.
- c. Priced Proposals: A Price Proposal shall be submitted in a sealed envelope that is separate from the Technical Proposal. The Price Proposal should indicate the fees that the Proposer proposes to charge for the work. Fees should be on an hourly basis for each discipline offered.
2. Transmittal Letter: The proposals shall be transmitted with a cover letter describing the firm's/team's interest and commitment to the proposed project. The letter shall state that the proposals shall be valid for a 90-day period and should the name, title, address and telephone number of the individual to whom correspondence and other contacts should be directed during the consultant selection process. The person authorized by the firm/team to negotiate a contract with GSA shall sign the cover letter.

**Address the cover letter as follows:**

Claudia S. Acfalle  
 Chief Procurement Officer  
 General Services Agency

3. Submittal of Proposals: One original and three (3) copies of your Technical Proposal shall be submitted to GSA no later than the time and date specified below: Envelopes or packages containing the proposals should be clearly marked, "Technical Proposal RFP/GSA-001-2013". Proposals must be printed; CD-ROM submittals will not be accepted.

**EVALUATION AND SELECTION**

The GSA will assemble a selection committee to determine whether the Offerors are considered to be responsible and responsive based on their written Technical Proposal. As such, Offerors should be very careful to comply with all sections of the Technical Proposal and completely supply all requested information and materials. The selection committee can waive minor irregularities as to form, but not as to substance. Only responsible and responsive Offerors will be evaluated by the selection committee on the Technical Proposals submitted and responses to Oral Interviews. If requested, and will be ranked by the selection committee based on the following 100 point criteria basis:

- 1. Qualifications and specific experience of Key Team Members.....25 points
- 2. Project understanding an approach.....30 points
- 3. Experience with similar types of projects.....15 points
- 4. Satisfaction of previous government clients.....10 points
- 5. Schedule and capacity to provide qualified personnel.....10 points
- 6. Clarity of RFP Submittal.....10 points

GSA anticipates making a single award to a qualified offeror depending on criteria ranking and capability to perform the project in a timely manner.

**VI. AWARD**

A fee for service and contract will be negotiated with the highest ranked, responsive and responsible Offeror. If a fee/contract cannot be successfully negotiated with the highest ranked Offeror, negotiations will begin with the next highest ranked Offeror and so on. Following successful negotiations, contracts will be approved and awarded. Notices to Proceed will then be issued.

## VII. GENERAL TERMS AND CONDITIONS

1. **AUTHORITY.** This Request for Proposal (RFP) solicitation is issued subject to all the provisions of the Guam Code Annotated Chapter 5 and 2GAR Div. 4 Guam Procurement Regulations. The RFP requires all parties involved in the preparation, negotiation, performance, or administration of contracts to act in good faith.

This RFP does not commit the GSA to award a contract or to pay any costs incurred in the preparation of a proposal in response to this RFP.

2. **EXPLANATION TO OFFERORS.** No oral explanation in regard to the meaning of any part of this RFP will be made, and no oral instructions will be given, before the award of the contract. Discrepancies, omissions, or doubts as to the meaning of the specifications should be communicated in writing to the named contract individual of the GSA for interpretation. Offerors should act promptly and allow sufficient time for a written reply to reach them before the submission of their proposal. Interpretation, if required, shall be made in the form of an amendment to the RFP which will be forwarded to all prospective Offerors and its receipt by the Offeror must be acknowledged.
3. **REJECTION.** GSA shall have the prerogative to reject any proposals in whole or in part if a determination is made that such rejection is in GSA's interest.
4. **TAXES.** Offerors are cautioned that they are subject to all relevant Guam taxes. Specific information on taxes may be obtained from the Director of the Guam Department of Revenue and Taxation.
5. **COVENANT AGAINST CONTINGENT FEES.** The Offeror warrants that it has not employed any person to solicit or secure any resultant contract upon agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give GSA the right to terminate the Offeror, or in its discretion, to deduct from the contract price or consideration any amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commission payable by Offerors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Offeror for the purpose of securing business.
6. **EQUAL EMPLOYMENT OPPORTUNITY.** GSA is an equal opportunity employer and provider. All Offerors agree to comply with the GSA EEO Policy, which includes not discriminating against any employee or applicant for employment because of race, creed color or national origin. The Offeror will take affirmative action to secure that applicants are employed and that employees are treated equally during employment without regards to their race, creed, color or national origin.
7. **ASSIGNMENT.** Assignment will not be accepted without prior written approval from GSA.
8. **AUDIT BY PUBLIC AUDITOR.** The Guam Office of the Public Auditor shall have the right to examine and copy any records, data, or papers relevant to any agreement entered into by and between GSA and any successful Offeror for a period of three (3) years from the date of the final payment under such agreement or contract.
9. **OWNERSHIP RIGHTS.** All documents and other incidental Consultant work or materials furnished hereunder shall be and remain the sole property of the GSA, including all publication rights, copyright interests and other intellectual property. Offeror shall not sell or utilize in any way the work done by Offeror for services under this RFP to those outside of the GSA without the expressed, written consent of the GSA.

10. **SCOPE OF WORK MODIFICATIONS.** The GSA reserves the right to request changes to the staffing and/or scope of services contained in any of the proposals and to enter negotiations with any of the firms/teams regarding their submittal.
11. **NON-DISCRIMINATION.** Offerors shall not discriminate on the basis of race, color, national origin, sex, or physical disability in the performance of GSA contracts.
12. **TRADE SECRETS AND PROPRIETARY DATA.** Offerors may designate those portions of their proposals that contain trade secrets or proprietary data to be confidential.

#### VIII. SPECIAL GENERAL PROVISIONS

1. **REQUEST FOR PROPOSALS.** The Offeror is required to read each and every page of the Request for Proposals (RFP) and by the act of submitting a proposal shall be deemed to have accepted all conditions contained therein. In no case will failure to inspect constitute grounds for claim or for the withdrawal of an RFP after opening. Proposals shall be filled out in ink or typewritten and signed in ink. Erasures or other changes in a proposal must be explained or noted over the signature of the Offeror. Proposals containing any conditions, omissions, unexplained erasure or alterations or items not called for in the RFP, or irregularities of any kind may be rejected by the GSA as being incomplete.
2. **GENERAL INTENTION.** Unless otherwise specified, it is the declared and acknowledged intention and meaning of these General Terms and Conditions for the Offeror to provide the GSA with specified Services.
3. **WITHDRAWAL OF PROPOSALS.** Proposals may be withdrawn on written request received from the Offeror prior to the time fixed for opening. Negligence on the part of the Offeror in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened.
4. **OPENING OF PROPOSALS.** Proposals shall not be opened publicly, shall be opened in the presence of two or more procurement officials. Proposals and modifications shall be time-stamped upon receipt and held in a secure place until the established due date. After the date established for receipt of proposals, a Register of Proposals shall be prepared which shall include for all proposals the name of each proposer, the number of modification received, if any, and a description sufficient to identify the supply, service, or construction item offered. The RFP shall be opened to public inspection only after award of the contract. Proposals and modifications shall be shown only to territory personnel having a legitimate interest in them.
5. **QUALIFICATION.** The GSA requires Offerors to present satisfactory evidence that they have sufficient experience and are fully qualified.
6. **NON-COLLUSION AFFIDAVIT.** Each firm submitting proposals for any portion of the work covered by the proposing documents shall execute an affidavit, in the form provided with the Proposal, to the effect that they have not colluded with any other person, firm or corporation in regard to any proposal submitted. Such affidavit shall be attached to the proposal. **FAILURE TO SUBMIT THIS DOCUMENT SHALL BE GROUNDS FOR DISQUALIFICATION.** (See attached Non-Collusion Affidavit Form).
7. **AMENDMENTS TO REQUEST FOR PROPOSALS.** The right is reserved as the interest of the GSA may require revising or amending the specifications prior to the date set for opening proposal. Such revisions and amendments, if any, will be announced by an amendment or amendments to the Request for Proposals and shall be identified as such and shall require that firms acknowledge receipt of all amendments issued. The amendment shall refer to the portions of the Request for Proposal it amends. Amendments shall be sent to all prospective Offerors known to have received a Request for Proposal.

Amendments shall be distributed within a reasonable time to allow prospective firms to consider the issue time in preparing their proposal. If the time and date set for receipt of proposals will not permit such preparation, such time shall be increased to the extent possible in the amendment.

8. **METHOD OF AWARD.** The GSA intends to review the Request for Proposals upon receipt. The proposal submitted will be the primary document for evaluation. The GSA reserves the right to select or reject any and all proposals submitted, to waive any minor information or irregularity in proposals received. It is the policy of the GSA to award proposals to Offerors duly authorized and licensed to conduct business in Guam.
9. **DISCLOSURE OF MAJOR SHAREHOLDERS.** As a condition of Offeror, any partnership, sole proprietorship or corporation doing business with the GSA shall submit an affidavit executed under oath that list the name and address of any person who holds more than ten percent (10%) of the outstanding interest or shares in said partnership, sole proprietorship or corporation at any time during the twelve (12) month period. In addition, the affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the proposal for the Offeror and shall also contain the amounts of any such commission, gratuity or other compensation. The affidavit shall be open and available to public inspection and copying. **FAILURE TO SUBMIT THIS DOCUMENT SHALL BE GROUNDS FOR DISQUALIFICATION (See attach Disclosure of Major Shareholders Form)**
10. **DETERMINATION OF RESPONSIBILITY OF OFFERORS.** GSA reserves the right in securing from the Offeror information necessary to determine whether or not they are responsible, and to determine their responsibility in accordance with the "Standard for Determination of the most Qualified Offeror section of the General Terms and Conditions.
11. **PRE-PROPOSAL CONFERENCES.** Pre-proposal conferences will be permitted anytime prior to the date established herein for submission of proposal. The conferences will be conducted only to explain the procurement requirement for this Request for Proposal. The Authority will notify all prospective Offerors of any substantive clarification provided in response to any inquiry. The Authority will extend the due date if such information significantly amends the solicitation or makes compliance with the original proposed due date impractical.
12. **PRE-SELECTION INTERVIEWS.** GSA also reserves the right to conduct pre-selection conferences or interviews, and/or attend presentations by Offerors. GSA management shall notify all prospective Offerors if conferences, interviews, or presentations are necessary. In conducting conferences, interviews, or presentations, there shall be no disclosure of any information derived from proposals submitted by competing Offerors. Offerors shall be accorded fair and equal treatment with respect to any opportunity for conferences, interviews, or presentations.
13. **GENERAL INTENTION.** It is the declared and acknowledged intention and meaning that the Offeror provides GSA with materials, supplies, or equipment completely assembled, and ready for use.
14. **COMPETENCY OF OFFERORS.** Proposals will be considered only from such Offerors who, in the opinion of GSA, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.
15. **REQUEST FOR PROPOSAL FORMS.** A non-refundable fee of \$10.00 (U.S.) will be charged for such proposal package. All payments shall be by cash, certified check or money order and shall be made to the Treasure of Guam.
16. **PROPOSAL ENVELOPE.** Proposal envelope shall be sealed and marked with the Offerors''s name and Request for Proposal Number.

17. **FORM OF PROPOSAL.** All proposals must be submitted in writing. It should include a listing of current and former business clients and a description of the type of work performed or is being performed. At a minimum, if the Offeror is an individual, the proposal should include a complete resume of the individual. If the Offeror is a firm, the proposal should include a resume of the firm's principal(s). The proposal shall also indicate any current or historical engagement or relationships with any public or private party that could potentially create a conflict of interest with GSA, the Government of Guam or any of its Agencies or Instrumentalities.
18. **MODIFICATION/ALTERATION.** After the receipt and opening of proposals and its option, GSA may conduct discussions with responsible Offerors who have submitted proposals reasonably considered to be selected for the award with purpose of clarification to assure full understanding and responsiveness to the solicitation requirement. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision to proposals and such revisions shall be permitted after submission and prior to award for the purpose of obtaining best and final offers. However, please bear in mind that proposals should be submitted initially on your most favorable terms. In conducting discussions there shall be no disclosure of any information derived from proposals submitted by competing Offerors.
19. **MODIFICATION OR WITHDRAWAL OF PROPOSALS.** Proposals may be modified or withdrawn at any time prior to the conclusion of discussion.
20. **SELECTION OF BEST QUALIFIED OFFERORS.** After conclusion of validation of qualifications, evaluation, and discussion as provided in the section "Modification/Alteration". GSA will select in the order of their respective qualification and evaluation ranking, no fewer than three acceptable proposals (or such lesser number if less than three acceptable proposals were received) deemed to be the best qualified to provide the required services.
21. **NEGOTIATION AND AWARD OF CONTRACT.** GSA shall negotiate a contract with the best qualified Offeror for the required services at compensation determined in writing to be fair and reasonable. Contract negotiations will be directed toward: (1) making certain that the Offeror has a clear understanding of the scope of work, specifically, the essential requirements involved in providing the required services (2) determining that the Offeror will make available the necessary personnel and facilities to perform the services within the required time; and (3) agreeing upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity, and nature of such services.
22. **SUCCESSFUL NEGOTIATION OF CONTRACT WITH QUALIFIED OFFEROR.** If compensation, contract requirements, and contract documents can be agreed upon with the best qualified Offeror, the contract will be awarded to the Offeror.
23. **FAILURE TO NEGOTIATE CONTRACT WITH BEST QUALIFIED OFFEROR.** If compensation, contract requirements, or contract documents cannot be agreed upon with the best qualified Offeror, a written record stating the reasons therefore shall be placed in the file and GSA will advise such Offeror of the termination of negotiations which shall be confirmed by written notice within three days. Upon failure to negotiate a contract with the best qualified Offeror, GSA will enter into negotiations with the next most qualified Offeror. If negotiations again fail, negotiations will be terminated as provided in this Section and commence with the next qualified Offeror.
24. **NOTICE OF AWARD.** GSA will notify all Offerors the status of the RFP and intend to award. Written notice of award will be public information and made a part of the contract file.
25. **FAILURE TO NEGOTIATE CONTRACT WITH OFFERORS INITIALLY SELECTED AS BEST QUALIFIED.** Should GSA be unable to negotiate a contract with any of the Offerors initially selected as the best qualified Offerors, offers may be selected based on original, acceptable submissions in the order of their respective qualification ranking and negotiations may continue in accordance with the procedures and process herein specified.

26. **INDEPENDENT CONTRACTOR.** Contractor shall operate its business as an independent contractor and shall discharge all of its duties as such. No act performed or representation made, whether oral or written by Contractor with respect to third parties shall be binding on GSA.
27. **INDEMNITY.** Offeror agrees to indemnify and hold harmless GSA and its officers and employees from any claim, damage, liability, injury, expense or loss, including defense costs and attorney's fees, arising out of Offerors duties under this agreement resulting from Offerors negligence, save and except those caused by the negligence on the part of GSA.
28. **CONTRACTOR PROVIDED INSURANCE.** The Offeror and subcontractors of all tiers shall procure and maintain the following types and amounts of insurance, if applicable, during the entire term of the Agreement:
- a. **Property Insurance:** Property or Builders All Risk insurance providing coverage for all risks of direct physical loss or damage, including flood, earthquake, and windstorm, to raw materials, work in progress, components, and completed construction throughout the job site and at temporary storage and prefabrication sites. The amount of coverage shall be not less than the total of the full replacement value of raw materials, components, work in process, and completed construction. Deductibles if any, shall be approved by the Owner. The policy shall be endorsed to include the Owner as an additional insured as its respective interests may appear at the time of loss.
  - b. **Liability Insurance:** Commercial General Liability insurance including coverage for bodily injury and property damage, contractual liability, products and completed operations, and,, if necessary, Broad Form Property Damage and Explosion, Collapse and Underground coverage. Coverage shall be extended for three years following issuance of Notice of Completion. The limits of liability shall be not less than \$1,000,000 combined single limit of liability per accident and \$2,000,000 annual aggregate. Deductibles if any, shall be approved by the Owner. The GSA, its Directors, Officers, agents, and employees shall be named as additional insured as respects any claims arising out of the Project.
  - c. **Automobile Liability.** Commercial Auto Liability insurance for all owned and non-owned vehicles used in connection with the contract/agreement/project in an amount not less than \$1,000,000 combined single limit of liability. Deductibles if any, shall be approved by the Owner. The GSA, its Directors, Officers, agents, and employees shall be named as additional insured as respects any claims arising out of the Project.
  - d. **Workers Compensation.** Statutory Workers' Compensation and Employers Liability insurance.
  - e. **Transportation Insurance.** If necessary, Transportation insurance providing "All Risk" coverage, including War Risk, for loss or damage to building materials and components from the point of shipment to the job site.
- Cancellation: All policies shall contain an endorsement requiring insurers to provide the Owner with sixty (60) days prior written notice of cancellation, non-renewal, or reduction of coverage or limits.
- Certificates: Contractor shall provide evidence of the required insurance on standard Accord forms or equivalent.
29. **EMPLOYMENT RESTRICTION.** If a contract for services is awarded to the Offeror, then the service provider must warrant that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of the Guam Code Annotated or of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore define, or who is listed on the Sex Offender Registry, shall provide services on behalf of the service provider while on GSA property, with the exception of public highways.

If any employee of a service provider is providing services on GSA property and is convicted subsequent to an award of a contract, then the service provider warrants that it will notify the GSA of the Conviction, within twenty-four hours of the conviction, and will immediately remove such convicted person from providing services on GSA property. If the service provider is found to be in violation of any of the provisions of this paragraph, then the GSA will give notice to the service provider to take corrective action. The service provider shall take corrective action within twenty-four hours of notice from the GSA, and the service provider shall notify the GSA when action has been taken. If the service provider fails to take corrective steps within twenty-four hours of notice from the GSA, then the GSA in its sole discretion may suspend temporarily any contract for services until corrective action has been taken.

## PROJECT DETAILS

- Remove 9 each existing 4' x 4' sliding aluminum windows and replace with 9 new windows must meet American Reinvestment and Recovery Act (ARRA) Energy Efficiency Requirements. Included is aluminum accordion locking shutters. Remove 1 each wide style Pair Glass door 6'8" high front aluminum glass doors and replace with 1 New door. Doors must meet ARRA Efficiency Requirements. Use 4" aluminum Frames and 3/8" thick Brones Low-E Laminated Safety Glass. Include self-closer, push bar, and flush mount hardware. Included is aluminum accordion locking typhoon shutters.
- Remove 3 existing 3' wide by 6'8" high rear insulated doors and replace with 3 new doors must meet ARRA Energy Efficiency Requirements.
- Remove 5 each existing split type Air Conditions and replace with 5 each, 18,000 BTU 19 SEER energy efficiency rating with new Air Conditions that must meet ARRA Energy Efficiency Requirements.
- Pressure wash, clean roof, repair cracks, and apply reflective roof coating. Pressure-wash with 3000 psi and clean roof to remove plants, algae, mold, and mildew. Repair roof cracks by saw-cutting all cracks to a V-groove and apply A&B epoxy to all roof cracks. Apply a 100% Silicone 40 Mill thickness heat reflective roof coating with a 10 year warranty.
- Supply and Install a Photovoltaic (P.V.) Solar Panel system on the roof of the concrete building. P.V. Solar Panel to be installed after new roof coating. P.V. Solar Panel shall be of slim design bolted to concrete roof. The new P.V. Solar Panel system will be comprised of 60 each solar panel. This Solar Powered Renewable Energy will be a 14,400 Watt grid-tied system with 2 each 7,500 Watt inverters. All excess power generated from the solar panels will be fed back into the existing Island Power Grid. System includes all conduits, disconnects,...etc. Included is aluminum accordion locking typhoon shutters for all solar panels.
- Remove and Replace all existing Vinyl Composition Floor Tile.
- Remove and Replace 24 each 8' long fluorescent light fixtures. New light fixtures shall be L.E.D. energy efficient type fixtures with 4 lamps 18 watts each. Install new wiring, EMT conduit, switches, and plate covers.
- Remove and Replace all spalling concrete on the ceiling. Careful consideration to remove existing loosened concrete spalls, all cleaning, and complete removal of rust on existing rebar and application of rust prohibitive enamel paint must be performed prior to installation of new concrete installation on the ceiling.