

DEPARTMENT OF ADMINISTRATION  
GENERAL SERVICES AGENCY  
AHENSIAN SETBISION HINIRAT  
148 ROUTE 1 SOUTH MARINE CORPS DRIVE PITI GUAM 96915

Request For Proposal

**GSA-RFP-001-22**

Design-Build Roof Replacement,  
Repair and Hardening of GSA Warehouse

**EDWARD M. BIRN**  
Director

**CLAUDIA S. ACFALLE**  
Chief Procurement Officer

**Department of Administration  
General Services Agency**

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Design-Build Roof Replacement, Repair and Hardening of GSA Warehouse

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**REQUIRED FORMS**

- Special Reminder to Prospective Offerors
- Affidavit Disclosing Ownership and Commissions, Form 002
- Affidavit re Non-Collusion, Form 003
- Affidavit Re No Gratuities/Kickbacks, Form 004
- Affidavit re Ethical Standards, Form 005
- Declaration re Compliance with U.S. DOL Wage Determination, Form 006
- Affidavit re Contingent Fees, Form 007



LOURDES A. LEON GUERRERO  
GOVERNOR (MAGA'HAGA)

JOSHUA F. TENORIO  
LIEUTENANT GOVERNOR  
(SIGUNDO MAGA'HAGA)

## DEPARTMENT OF ADMINISTRATION

### GENERAL SERVICES AGENCY

AHENSIAH SETBISION HINIRAT  
148 ROUTE 1 SOUTH MARINE CORPS DRIVE, PITI, GU 96915  
TELEPHONE: (671) 475-1707/1708  
FAX: (671) 472-4217/1727

EMAIL: [GSAPROUREMENT@GSADOA.GUAM.GOV](mailto:GSAPROUREMENT@GSADOA.GUAM.GOV)  
WEBSITE: [WWW.GSA.GOA.GUAM.GOV](http://WWW.GSA.GOA.GUAM.GOV)



EDWARD M. BIRN  
DIRECTOR (DIREKTOT)

BERNADINE C. GINES  
DEPUTY DIRECTOR  
(SIGUNDO DIREKTOT)

## Request for Proposal No. GSA RFP 001-22

### **Design-Build Roof Replacement, Repair and Hardening of GSA Warehouse**

The General Services Agency is soliciting proposals from qualified firm or professional individuals, or companies (Offerors) to provide a Design-Build Roof Replacement, Repair and Hardening of GSA Warehouse to the General Services Agency.

**Deadline for Question(s) and Concern(s) is on or before 5:00 p.m., Monday, April 25, 2022 (Chamorro Standard Time/Guam Time).** All Offerors are encouraged to submit any questions, concerns, or inquiries.

Request for Proposal (RFP) packages may be obtained at the General Services Agency located at 148 Route 1, Marine Corp Drive Piti, Guam 96915 Monday through Friday, excluding holidays, between 8:00 a.m. and 5:00 p.m., or may be downloaded via The General Service Agency website at [www.gsa.doa.guam.gov](http://www.gsa.doa.guam.gov).

**A Mandatory Pre-Proposal Conference is scheduled to take place on Friday, April 22, 2022 at 2:00 pm (Chamorro Standard Time).** Conference will be held in the GSA Training Room at 148 Route 1, Marine Corp Drive Piti, Guam 96915.

**Deadline for submission of all proposals is 4:00 pm, Monday, May 2, 2022 (Chamorro Standard Time/Guam Time).** All proposals must be submitted to the attention of the Chief Procurement Officer.

The General Services Agency shall have the right to reject, in whole or in part, proposals or offers which have been submitted in response to this RFP, and/or cancel this RFP if it is determined to be in the best interest of the General Services Agency and/or for whatever reason allowed by law and/or regulation. This right to reject and/or cancel is pursuant to GSA Procurement Regulation 3115 (d)(2)(A).

For additional information, contact Mr. Raymond Bamba, Surplus Administrator at (671) 475-1707 or email at: [raymond.bamba@gsadoa.guam.gov](mailto:raymond.bamba@gsadoa.guam.gov)

  
CLAUDIA S. ACFALLE  
Chief Procurement Officer

This Advertisement is paid with government funds by:  
Department of Administration

**REQUEST FOR PROPOSAL  
FOR A DESIGN- BUILD ROOF REPLACEMENT, EXTERIOR WALL HARDENING,  
ELECTRICAL UPGRADE, INSTALLATION OF 25 KW SOLAR SYSYTEM WITH  
BATTERY STORAGE SYSTEM, RENOVATION OF MENS AND LADIES  
RESTROOMS WITH HANDICAP RAMP TO COMPLY WITH ADA REQUIERMENTS  
AND PAINTING OF NEW ROOF AND EXTERIOR WALL-**

**I. General Requirements**

**1.0 Scope of Contract**

The GSA Warehouse was built in the early (1959) it is made of corrugated metal materials supported by structural steel framing. Both the roof and metal sidings are heavily deteriorated, rusted with many holes all over it. All sidings of the building are metal wall are badly deteriorated and covered with plastic canvass to protect the stored materials inside the warehouse and protect them from getting wet. The roof total area is approximately 360ft. long and 100 ft. wide, and the side walls area is approximately 820 ft long x 20 ft. high. The existing rest rooms are Non-ADA compliant, the existing electrical system was classified fire hazard by the Fire Department and the US Army Corps of Engineers previous inspections (edit and expound)

We are requesting a space for:

1. Replacement of the old and badly rusted corrugated roofing system with new.
2. Complete rewiring and replacement of old electrical panels, overhead lighting fixtures and switches.
3. Renovation of Men's and Ladies Restrooms and bring to ADA – Compliant
4. Replace damaged and deteriorated butler side walls to CMU concrete.
5. Installation of Roof Mounted 25 KW Solar System with Energy / Battery Storage System complete and operational.
6. Additionally, project must be energy conservation and efficiency retrofitted.

The current GSA warehouse conditions continues to cause difficulties in providing supply services to Government of Guam agencies due to the current structural conditions of the existing facility (expound)

**1.1 Project Description and Deliverables**

The project consists of: removal and replacement of deteriorated corrugated roofing and siding and paint the newly replace materials with elastomeric paint to protect from the element.

1. The offeror shall provide engineering services:
  - a. Plans, Specifications and Estimates (PS&Es) at design phase 60%, 90% and Final. Each phase revision shall be address to GSA CPO comments on the previous phase documents.
  - i. Coordinating the design and construction of the project with the User's/Owner.

- ii. Provide the resources to perform the construction, renovation, replacement and refurbishing of designated areas within the GSA warehouse building.
- iii. Plan must include energy conservation and energy efficiency.

The individual or firm must be professionally licensed on Guam and have extensive experience in design, project management, and construction/renovation work. Copies of the Building design plans and site plan will be made available on request. It will be incumbent upon the individual, partnership, corporation or joint venture, submitting a written or documented response to this subject RFP, to perform a thorough site investigation and assessment of existing conditions prior to submittal.

The RFP documents are intended to define existing conditions, certain required items, and design parameters to be included in the project. It is the offeror's responsibility to complete the documents and construction in a manner consistent with the intent of the RFP documents within the required time period of Ninety (90) calendar days after the Notice to Proceed is issued.

## **2.0 Definitions and Responsibilities**

1. Offeror: The individual, partnership, corporation, or joint venture submitting a written or documented response to this subject RFP.
2. Owner: GSA CPO and/or his designated representative.
3. Construction Manager (CM): The Chief Procurement Officer's (CPO) representative who is responsible for administering contracts under the immediate direction of the CPO. He is also the authorized representative at the construction site. The CM is responsible for protecting GSA's interest in the execution of the construction contract work. His duties include surveillance of all construction work to assure compliance with the contract documents, interpretation of the contract documents, approval of changed work, approval of all submittals, samples, shop drawings, etc. He is also responsible for the review and approval of all technical documentation, specifications, and drawings submitted for this project.
4. Contractor: The individual, partnership, corporation, or joint venture to whom GSA qualifies and awards the project or work. To differentiate between the Architect/Engineer and Construction Contractor, designations are assigned as A/E and C/C, respectively.
5. Design-Build (DB): The procurement by the GSA, under one contract, with one firm or joint venture (JV) for both design and construction services for a specific project.
6. Design Build Contract: This term, as used herein, refers to the Contract(s) to perform the design and construction of the project.
7. Design – Build Team: The DB team includes all J/V partners, consultants and sub contractors to the one firm. The DB team shall provide Architectural and Engineering disciplines for the preparation of construction documents, and construction contractor capabilities for construction of the project.
  - a. If the DB Team A/E and contractor are a J/V (not one and the same firm) engineering and other technical consultants shall be subcontractors of the J/V Architect – not the Design-Build construction contractor or sub contractors. If the DB Team A/E and contractor is one and the same firm (not a J/V) those consultants shall be subcontractors of DB firm not the construction subcontractors.

- b. Contractor: This term, as used herein, refers to the contractor under this contract or the DB team.
- c. AE: This term, as used herein, refers to the Architect-Engineer firms that are a part of the DB team, also referred to as DB/AE

### **3.0 RFP Contents**

- 1. Section I: General Requirement
- 2. Section II: Timeline and Schedules
- 3. Section III: RFP and Submittal Requirements
- 4. Section IV: Technical Evaluation Criteria
- 5. Section V: General Condition and Commercial Terms
- 6. Section VI: Award
- 7. Section VII: General Terms and Conditions
- 8. Section VIII: Special General Provisions
- 9. Attachment A: Major Shareholder Disclosure Affidavit Form
- 10. Attachment B: Form of Non-Collusion Affidavit Form
- 11. Attachment C: Offer Questionnaire Form
- 12. Attachment D: Project History (Bidder to submit a list of similar projects successfully completed). Minimum of (5) five projects.

The Offeror is responsible for ensuring that all the documents as stated above are contained in this RFP.

### **II. Timeline and Schedules**

<b>Activity</b>	<b>Dates</b>
Pre-Proposal Conference	2pm Friday, April 22, 2022
Question(s) and Concern(s) Deadline	5pm Monday, April 25, 2022
Submittal Deadline	4pm Monday, May 2, 2022

### **III. RFP and Submittal Requirements**

#### **1. Submittal Format Requirements**

The original and copies of the Submittal shall be indexed with tabs for each section and shall contain the following:

- A. Table of Contents
- B. Letter of Interest and Statement of Qualification
- C. The Proposal
  - a. Specialized Experience and Technical Competence
  - b. Description of Technical Approach and Management Plans
  - c. Corporate Capability
  - d. GSA Standard Procurement Requirements

## **D. Priced Offer for Negotiation**

The Proposal shall address the evaluation criteria and submittal information identified in Section III: Technical Evaluation Criteria. The Proposal shall be presented in a clear, comprehensive and concise manner and shall be submitted in a complete package on behalf of the proposed team by the prime Offeror. GSA may make a final determination as to whether a proposal is acceptable or unacceptable solely on the basis of the proposal as submitted, and proceed with proposal evaluation without requesting further information from any Offerors.

The prime Offeror shall submit one (1) bound original Submittal and three (3) bound copies of each proposal, consisting of technical, contractual, and separate priced sections must be submitted including all addenda, if any. The Submittal should be provided in a box or envelope and the RFP Title and RFP Number shall be clearly printed on the outside of the box or envelope. Any and all sample documentation (reports of similar jobs, brochures, etc) that will assist towards offeror evaluation may be furnished with each proposal. The preparation and submission of a proposal will be by and at the expense of the Offeror.

## **2. Submittal Format Requirements (Expanded)**

### **A. Table of Contents**

Provide sufficient detail so that the important elements of your proposal can be located readily.

### **B. Letter of Interest and Statement of Qualification**

This should be a one- or two-page summary of your concept of the proposed work, your interest in submitting a proposal, difficulties anticipated in doing the work and the importance of this effort in relation to your overall program. It should provide GSA technical reviewers with a perspective in studying the detailed proposal.

### **C. Proposal Contents**

Prepare the technical proposal in conformance with the Technical Evaluation Criteria

#### **a. Specialized Experience and Technical Competence:**

1. Completed Standard Forms SF 330 for all A/E submissions.
2. Construction Contractors:

#### **a. Corporate Project Experience - The Offeror shall demonstrate corporate experience with no more than three projects completed within the last five years by a Design Build contract and/or contract similar in size and scope to this project. In describing project design and construction experience, provide the following information (where applicable):**

- i. Project title, location and brief description including the building use (Warehouse Facility, etc) and contracting method (design-build, design-bid-construct, CM at risk etc),
- ii. Project owner and name and telephone number of owner's contact person.

- iii. Project Design Architect and Engineers (consultants if utilized) and name and telephone number of contact person(s). Note each firm and employee also proposed for this solicitation.
- iv. Project Prime Contractor and Major Subcontractors and name and telephone number of contact person(s). Note each firm and managing persons (project manager/superintendent/foreman as the case may be) also proposed for this solicitation.
- b. Description of Technical Approach and Management Plans

3. Technical Discussion of Approaches

Technical/Management Approach - The Offeror shall demonstrate the following, relevant to the subject procurement.

- a. Project Delivery Philosophy - Include expectation statements concerning:
  - i. Elements for Successful Partnering: Communication, Commitment and Conflict Resolution.
  - ii. Proposed Design Period Peer Review technical/administrative by GSA and GSA's A/E's.
- b. Quality Assurance/Quality Control Plan
- c. Project Organizational Chart and Narrative - Include team members submitted under Project Personnel Experience above. Clearly describe the prime responsible firm (or firms if a J/V) and individuals as well as the roles and responsibilities of individuals proposed as consultants and subcontractors. Provide a list of all consultants and all proposed major subcontractors, including telephone number, address, and name of contact.
- d. The Offeror shall describe in a written narrative the plan for phasing the work so that the facility remains operational. The narrative will also detail how the contractor intends to prepare the site, disassemble, relocate, reassemble, and reactivate utility services to the facility within any specified time limits.
- e. Offeror shall clarify its intended uses of the portions of the site indicated to be available to the contractor elsewhere in this RFP for materials staging, temporary trailer offices, employee parking, and other activities as shown in the design solution material.
- f. Coordination of work with GSA to minimize disruption of daily works and operations.

4. Schedule:

- a. The progress schedule will be in a time scaled bar graph format. The horizontal axis will be scaled for time beginning with the Notice to Proceed and concluding with contract completion. The vertical axis will show the milestones and major portions of the contract work. All schedule items will show a start date and a completion date. The detailed schedule, will indicate specific tasks with dates for each step of the process including:
  - i. Design Period: The design period, sub periods (i.e., first and second reviews, other meetings, internal QUALITY ASSURANCE /QUALITY CONTROL plan reviews, etc.).



- ii. Construction Period: Mobilization; Demolition method and sequencing; Excavation; Structure Completion; Exterior finishing; Procurement and installation of equipment; Provisions for overtime or shift work; Timing
  - iii. Replacement or relocation of existing equipment; Site utilities, Tests and final inspection.
  - iv. General Project Delivery Schedule and Narrative - Show relationships between construction document development/completion (including required review activities) and construction activities for (at a minimum, utility relocation, removal, installation, commissioning, testing, turnover, and acceptance.
- b. The Offeror shall specify how much allowance has been made for bad weather in the schedule, the days of the week and the hours of construction operations during each phase of the work, and the percentage of contract completion that will be achieved at the end of each month of the contract.
  - c. Short Schedules - The Offeror will provide a written commitment as to the time frame (number of calendar days after receipt of the notice to proceed) within which the Offeror will guarantee completion. The maximum anticipated completion of this project (including design and construction of the entire project) is one hundred eighty (180) calendar days. Shorter schedules, if obtainable, may receive more favorable scoring. The offerors time frame will establish the contract completion date and assessment of liquidated damages will be based on that date.

#### 5. Corporate Capability:

- a. Capability to perform:
  - i. Provide the offeror's total bonding capacity, current available bonding capacity and expected available capacity in 2021.
  - ii. Provide the offeror's current workload and availability of adequate staff listed under Project Personnel Experience to manage the project. Include project schedules for current and pending projects, as well as the anticipated impact of this project on those schedules and staffing plans.

Additional terms and conditions are provided in Section IV of this RFP. You are advised that the **Affidavit of Disclosure of Major Shareholders** document should be completed and must accompany all proposals when submitted to GSA. Failure to provide the Affidavit or any other required information called for in this specification will place an Offeror's submittal in jeopardy of disqualification.

All applicable and current licenses shall be provided in the submittal.

1. Business Licenses
2. Contractor License
3. Professional Engineering Licenses
4. Certificate of Authorization from the Guam PEALS Board (Where applicable)

## **D. Proposal Priced Offer for Negotiation**

Offerors are required to place the Proposal Priced Offer in a separate sealed envelope from the Proposal itself. The Proposal Priced Offers will not be opened until the technical proposals have been evaluated, ranked, and the most responsive offeror has been notified.

The Proposal Priced Offers may be evaluated by selected members of the evaluation committee, reviewed by group, and recorded on the evaluation summary sheets.

Discounts for prompt payment are not considered in determining the most qualified offeror, but GSA should be made aware of any prompt payment discount terms offered. Prompt payment discounts may only be taken if payment is made within a specified time.

Proposal Priced Offer Format: The categories below are not exhaustive and additional specific descriptions are left to the offeror to provide.

### **1. A/E's:**

#### Direct Costs

- Total number of hours at various hourly rates
- Direct Expenses

#### Indirect Costs

- Supplies
- Overhead
- Profit

List any applicable Prompt Payment Discount Terms.

### **2. Construction Contractors:**

The Proposal Priced Offer must provide sufficient detail and supporting documentation such that it can be used as a basis for negotiations to reach an equitable settlement for the total proposal

amount. The Proposal Priced Offer shall include the following elements, as appropriate, considering the scope of work:

- Cost breakdown by division of work (Construction Specification Institute [CSI] format - 1 through 16). Cost breakdown by labor, material, equipment and lower-tier SUBCONTRACTOR.
  - Labor (including description, labor rates, quantities, production rates and work hours and any necessary labor markups).
  - Material (including description, quantities and unit rates for both permanent and expendable materials).
  - Equipment (including description, quantity, unit rates and duration for owned or rented equipment).
  - Lower-tier SUBCONTRACTOR's proposal(s) shall include a breakdown by labor, material and equipment with sufficient detail to support the breakdown.

Proposal must clearly indicate scope of the lower-tier's work.  
SUBCONTRACTOR shall ensure the accuracy of lower-tier  
SUBCONTRACTOR's proposal(s) prior to submission to CONTRACTOR.

#### **IV. Technical Evaluation Criteria**

##### **Definitions**

Your technical proposal should be as specific and complete as possible. The technical merits of each proposal will be carefully evaluated in terms of the requirements and in relation to the criteria, which are provided in this section. You are advised that primary consideration will be given to technical factors, rather than cost or price. It is pointed out, however, that should technical competence between Offerors be considered approximately the same, then cost or price could be paramount. Failure to provide any information called for within this specification will place an Offeror's submittal in jeopardy of disqualification.

All submittals will be evaluated by an Evaluation and Selection Panel ("Panel"), which will be responsible for ranking of the Offerors. The Panel shall be selected by the GSA selection committee in preparation for the RFP evaluation. The criteria outlined below will be used in evaluating the submittals and determining the most qualified Offeror. A total of 100 points (excluding a potential interview) has been assigned to the Evaluation Criteria; maximum points follow each criterion listed. The points indicate relative weight or importance given to each criterion. Evaluators will use the points to score each proposal. Each evaluator will put the scores in rank order, with the highest scored Offeror 1<sup>st</sup>, the second-highest scored 2<sup>nd</sup>, etc. This ranking will then be totaled. From the ranking, the Panel intends to select the most qualified Offeror and begin negotiations.

The Panel may determine that the ranking is close and an interview with the top ranked firms is necessary. Interviews will have maximum of 10 points. The number of Offerors to participate in interviews, if any, will be determined by the Panel based on the recommendation of the Panel. The Panel will notify the finalists, in writing, of the criteria to be used for the interview. The interview process may not include an Offeror presentation and the Offerors will not be given questions to prepare for in advance of the interview. Interviews will only be held if the Offeror teams are closely ranked.

The Contract(s) will be awarded with reasonable promptness by written notice to the most responsive and responsible Offeror(s) who meets the requirements and criteria set forth in this RFP. GSA reserves the sole right to determine the acceptability and ranking of proposals in any respect to meet GSA's needs with or without out numeric ranking in any of the qualifying evaluation factors. In the evaluation process, GSA will be considering the following factors:

##### **A. Specialized Experience and Technical Competence: 60 Points (Total)**

The Panel will evaluate the experience, technical competence and qualifications of the key personnel proposed for this project, their project specific roles and responsibilities and overall organization of the project team. For the purposes of this contract, key personnel shall include the project manager, project engineers (by discipline), and other staff expected to perform essential work. Emphasis will be placed on experience and expertise in performing work of similar scope and complexity.

1. Corporate Project Experience - The Offeror shall demonstrate corporate experience with no more than three projects completed within the last five years by a Design Build contract and/or contract similar in size and scope to this project. Scoring will be more favorable if both criteria are met. Preferred experience levels are as follows:

- a. Project Management / Project Managers (PM): Proposed PMs shall be experienced PROFESSIONAL ENGINEERS or FIRMS with experience in the following areas (20 points)

The level of experience of the proposed Project Manager shall be evaluated to determine their expertise and experience in managing numerous projects.

Preference shall be given to a proposed Project Manager that has experience as Project Manager managing design contracts with estimated construction costs of at least \$100,000. The projects must demonstrate that the proposed Project Manager was responsible for managing the design services contract, including but not limited to: providing excellent management skills in dealing with contract issues; maintaining overall design budget and invoicing; managing task budgets, sub-consultants' budgets and changes to scope; monitoring and reporting on budget and schedule; managing and coordinating numerous sub-consultants; communicating and coordinating project activities between and among the Owner, consultant team, and numerous stakeholders; coordinating the quality and integration of timely design deliverables; managing the quality control for project deliverables and ensuring superior quality in the deliverables; and being the primary point of contact and communication between the Consultant's team and Owner.

- b. Project Design Engineers (PDE): Proposed PDEs shall be experienced PROFESSIONAL ENGINEERS with experience in the following areas (20 points)
  1. Experienced in developing engineering studies, evaluations, technical memos, reports and recommendations
  2. Familiar with design standards and practices for all aspects of engineering in their respective disciplines
  3. Experienced in analysis of results, including input to models, final outputs and analysis of model results
  4. Experienced in developing plans, specifications and estimates at design phases 30%, 60%, 90% and final submittals
  5. Experienced in Quality Assurance/Quality Control ("QA/QC") and Value Engineering
- c. Other Key Personnel: All proposed key personnel should have experience working in the positions for which they are proposed for this project, with similar responsibilities, on a minimum of two (2) projects. (10 points)
- d. Project Examples: The Panel will evaluate the project examples provided by each Offeror to determine the proposed team's experience with projects involving the

specialized experience and technical expertise described under the previous criterion, including the amount of direct involvement on the part of the key personnel proposed for this contract. Preference in scoring will be given to examples of projects and to examples that demonstrate the Offeror's

- e. Ability to deliver successful projects in an environment working within educational institutions and the complexities of university facilities. (10 points)

**B. Offeror's Description of Technical Approach and Management Plan: 30pts (Total)**

1. Quality of Technical Approach proposed for completion of work statement and objective (15 points)
  - a. New ideas presented by the Offeror in proposal.
  - b. Ability to demonstrate innovative techniques to develop data in areas where such data are scarce
  - c. Demonstrated interest of the Offeror in the success, efficiency, and workability of facilities during project implementation and after they are placed in operation
2. Project Planning and Scheduling (15 points)
  - a. Submittals meet and conform to the announced requirements of GSA in all material respects, including delivery schedules.
  - b. Past performance in keeping costs within project budgets and design estimates

**C. Corporate Capability: (10pts)**

Offeror must demonstrate the availability of necessary financing, equipment, facilities, expertise, personnel and experience by providing satisfactory evidence of organization, capital, equipment, and machinery available for use on this Contract to complete the work to the satisfaction of GSA within the time limit stated on the proposal.

The Offeror shall have the capability to provide all drawings in both electronic and hard copy formats. All electronic CAD files shall be prepared in AutoCAD R2000i or a later release. Conversion from another CAD software such as Micro Station or Intergraph into AutoCAD is NOT acceptable. Documentation prepared by the engineers under these contracts may be used for either Design/Bid/Build or Design/Build acquisition strategies.

**Interviews – (When determined to be necessary; 10 points maximum)**

1. The Panel may only conduct interviews if two or more Offerors are determined to be similar or identical in ranking. When the Panel determines that interviews are necessary, the interviews will be conducted with the involved Offerors.
2. Offerors will be notified in writing of the request and provided the date, place and time of the interview. The interview process will not include any Offeror presentation and no questions will be given in advance to prepare for the interview. The Panel may choose to use different criteria for the interview, in which case the Offerors will be so notified in writing.

3. Failure to participate in the interview process shall result in an Offeror's disqualification from further consideration.

**Evaluation Factors and Criteria:**

A.	Specialized Experience and Technical Competence	60 Points
	Project Manager	20
	Project Design Engineers	20
	Project Examples	10
	Other Key Personnel	10
B.	Description of Technical Approach, and Management Plan:	30 Points
	Quality of Technical Approach	15
	Project Planning and Scheduling	15
C.	Corporate Capability:	10 points
	<b>Total</b>	<b>100 points</b>

**V. General Conditions and Commercial Terms**

**5.0 Preparation and Submission of Proposals**

All submittals must strictly conform to the Request for Proposal and any addenda. The Offeror is responsible to read, understand, and comply with the terms and conditions set forth within this RFP. If the offeror takes exception to any part of this RFP, they must correspond with GSA's Procurement Manager stating their case within ten (10) working days prior to the RFP's closing date. Submittals may be disqualified if Offeror's terms and conditions conflict with GSA's terms and conditions. All Proposals shall remain the property of GSA.

Offerors are requested to submit proposals which are complete and unambiguous without the need for additional explanation or information. GSA may make a final determination as to whether a proposal is acceptable or unacceptable solely based on the proposal as submitted, and proceed with proposal evaluation without requesting further information from any Offerors. If GSA deems it otherwise desirable and in its best interest, GSA may, in its sole discretion, request from Offerors additional information clarifying or supplementing, but not basically changing any proposal as submitted. Additional information requested may be over the telephone or in individual meetings with selected Offerors to clarify and discuss their proposals. Failure by an Offeror to attend such requested meeting(s) shall be a cause of disqualification. All clarifications shall be documented by Offerors as addendum to the submittals.

**5.1 RFP Forms (Standard Forms 254/255):**

OFFEROR will submit his proposal on the required forms. The blank space must be filled in correctly for each line item, and for every RFP item for which quantity is required, including the quantity of zero. In the Priced Proposal, the OFFEROR must state the price, written in ink, for which he proposes to do each item of work called for.

All papers bound with or attached to the proposal form are necessary parts thereof and must not be detached.

**5.1.1 Examination of Work Site and RFP Documents:**

A pre-proposal site inspection will be conducted for all interested Offerors. Each Offeror will be given the opportunity to examine the Work Site to familiarize himself with all conditions and requirements for the execution of the proposed work. Ignorance on the part of OFFEROR of any part of the Request for Proposal will in no way relieve him of the obligations and responsibilities assumed under the Contract.

**5.1.2 Interpretation of the Approximate Quantities:**

Offeror's attention is called to the fact that any estimate of quantities of work to be done and materials to be furnished under the Contract as shown on Section I – General Requirements or elsewhere, is approximate only and not guaranteed. OWNER does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall OFFEROR plead misunderstanding or deception because of such estimate of quantities or of the character, location of the work or other conditions pertaining thereto.

**5.1.3 Familiarity with Laws:**

OFFEROR is assumed to be familiar with Federal and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of OFFEROR will in no way relieve him from responsibility.

**5.2 Clarification of Request for Proposal**

Each Offeror must carefully examine the Request for Proposal and all addenda. If any Offeror (a) finds any discrepancies, omissions or ambiguities in the RFP documents, (b) is uncertain as to the intent or meaning of any provision of the Request for Proposal, or (c) has any question regarding the Request for Proposal, the Offeror must promptly notify GSA in writing no later than ten (10) working days prior to the closing date of this RFP-001-22:

Mrs. CLAUDIA ACFALLE  
CHIEF PROCUREMENT OFFICER  
Phone: (671)475-1707  
Email: [gsaprocurment@gsadoa.guam.gov](mailto:gsaprocurment@gsadoa.guam.gov)

or

Mr. ROBERT KONO  
LEGAL COUNSEL  
Phone: (671)475-1707  
Email: [gsaprocurment@gsadoa.guam.gov](mailto:gsaprocurment@gsadoa.guam.gov)

to such notices may be made in the form of addenda, which will be issued simultaneously in writing to Offerors. GSA further reserves the right to respond to any and all inquiries to this RFP, as any amendments issued may impact the project completion schedule.

**5.3 Alternate proposals and RFP Inconsistencies**

GSA reserves the right to withhold its approval of any or all alternates proposed by Offerors and to reject any or all requests for such approvals.

Any provisions in the Offeror's proposal which are inconsistent with the provisions of this Request for Proposal, unless expressly described as being exceptions or alternates, are deemed waived by the Offerors. In the event the Contract is awarded to Offerors, any

claim of inconsistency between the proposal and these RFP documents will be resolved in favor of these RFP documents, unless otherwise agreed to in writing by GSA.

#### **5.4 Modifications or Withdrawals of Proposals**

GSA may modify any provision of the Request for Proposal at any time prior to the time specified for the submission of proposals. Such modifications may be made in the form of addenda, which will be issued simultaneously in writing to all Offerors.

Modification or Withdrawal of Proposals: Proposals may be modified or withdrawn by written notice received in the Procurement Office of GSA prior to the time and date set for the opening of proposals or submittals. There shall be no modifications or withdrawals after the opening date. Any proposals or submittals received after the time and date set for receipt of proposals or submittals is late. Any withdrawal or modification of a proposal or submittal received after the time and date set for opening is late. No late modification or withdrawal will be considered unless received before the date of opening.

Addenda: Any amendment, modification or addenda issued by OWNER, prior to the opening of the RFPs, for changing the intent of the plans and Technical Specifications, clarifying the meaning of same, or changing any of the provisions of this RFP, shall be binding to the same extent as if written in the Specifications. Any addenda issued will be faxed to all OFFERORS. OFFEROR shall acknowledge receipt of same by his signature on one copy which is to be returned to OWNER. The other copy shall accompany the proposal or submittal. Acknowledgment may also be made in writing.

#### **5.5 Award or Rejection of Proposals**

Proposals will be opened privately.

Time for Acceptance: All submittals shall be valid for 60 days from date of RFP opening.

Cancellation or Rejection of Solicitation: GSA reserves the right to cancel or to withdraw this RFP, to delay determination on this RFP, or to reject all submittals or any individual submittal in part at any time prior to the final award. In case of cancellation or rejection, all bonds (if any required) will be concurrently returned. The reasons for the cancellation, delay or rejection will be made a part of the project file and shall be available for public inspection. When a solicitation is cancelled or rejected prior to final award, notice of cancellation or rejection shall be sent to all OFFERORS and the reasons therefor, and all Performance Bonds (See Section 4.10) shall be returned.

The solicitation maybe cancelled in whole or in part when the Chief Procurement Officer (CPO), or his designee determines in writing that there are cogent and compelling reasons to believe that the cancellation of the solicitation is in the GSA's best interest, in accordance with the GSA Procurement Rules and Regulations.

Disqualification of OFFEROR: More than one proposal or submittal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that an OFFEROR is interested in more than one project for the same work will cause the rejection of all proposals or submittals in which such OFFERORS are believed to be interested. Any or all proposals or



submittals will be rejected if there is reason to believe that collusion exists among OFFERORS and no participants in such collusion will be considered in future projects for the same work. Proposals or submittals in which the prices obviously are unbalanced will be rejected.

#### **5.5.1 Acceptance of Proposal contents:**

The contents of the Proposal of the successful firm may become contractual obligations if a contract ensues. Failure of the successful firm to accept these obligations may result in a disqualification of the Proposal.

##### Escalator Clauses:

- A. Any Priced Proposal which is submitted subject to an open or unlimited escalator clause will be rejected.
- B. Priced Proposals without escalator clauses are desired, and the absence of such clauses will be a factor in the evaluation.
- C. Where a Priced Proposal contains a fixed limit of escalation, such Proposal will be evaluated based on the sum of the base Proposal plus the maximum escalation.

#### **5.6 Execution of the Contract**

The Offeror to whom the Contract is awarded shall deliver to GSA all signed contract documents prior to performing any services on GSA's premises. A contract will be issued to the most qualified, responsible and responsive Offeror indicating commencement of the project.

Award of Contracts: The award of the Contracts, if they are awarded, will be to the most qualified, responsible and responsive OFFEROR. In no case will the award be made until all necessary investigations have been made into the responsibility of the OFFEROR, and OWNER satisfied that the OFFEROR is qualified to do the work and have the necessary organization, capital, and equipment to carry out the provisions of the Contract to the satisfaction of OWNER.

Execution of Contract: The individual, firm or corporation to which this Contract has been awarded shall sign the necessary agreement entering into Contract with OWNER, and return them to OWNER within two (2) days. The Contractor will carry out this assignment under the direction and control of the Chief Procurement Officer (CPO), or his designee(s).

Completion Date: OFFEROR shall realize that satisfactory completion of this work within the period shown on the Contract form is a critical requirement. Failure to do so may cause the imposition of liquidated damages as specified therein.

Failure to Execute Contract: Failure on the part of OFFEROR to execute the Contract as required will be just cause for the annulment of the award. The award may then be made to the next most qualified, responsible and responsive OFFEROR or re-advertised, as OWNER may elect.

**5.7. Limitations**

This RFP does not commit GSA to award a contract, to pay any costs incurred in the preparation of an offer under this request, or to procure a contract for services. GSA reserves the right to reject any and all proposals received under this request, to negotiate with all qualified sources, or to cancel the whole or any part of this RFP at any time.

**5.8. Signature**

The proposals shall be signed by an official authorized to contractually bind the Offeror. The proposal shall also provide the following information:

1. Name, Title, Address, Telephone and Facsimile Numbers of the individual(s) with authority to negotiate and contractually bind the Offeror and who may be
2. contacted during the period of proposal evaluation and contract negotiation. For this RFP, the proposal must remain valid for at least 60 days.
3. Signature on Proposal: OFFEROR must sign his proposal correctly. If the proposal is made by an individual, firm or partnership, or a corporation, the person signing the proposal shall show the name and respective business address.

**5.9. Term**

The term of this contract will expire upon completion of the services. The contract may be terminated by GSA at any time within 30 days upon written notification from GSA of the intent to terminate.

**5.10 Performance Bond**

There is no bonding requirement for professional A/E services. However, there is a 100% Performance Bond requirement, which must be submitted when the Construction Contractor receives (C/C) the formal Notice to Proceed (NTP) to begin installation activities. The C/C shall submit the performance bond within fourteen (14) days after award notification. If the C/C is unable to do so, GSA may then terminate all negotiations with current C/C and then proceed to a bid advertisement for another qualified construction contractor.

Bond Required: Good and sufficient bonds, in the penal sum of 100% of the estimated amount of the Contract, with a surety company satisfactory to OWNER, will be required from the Construction Contractors (C/C) guaranteeing that the Contract will be faithfully performed; that C/C will save OWNER harmless on account of all claims for damages to persons, property or premises arising out of his operations prior to the acceptance of the finished work; and that he will promptly make payment to all persons supplying him labor, materials, supplies and services used directly or indirectly by the C/C in the prosecution of the work provided for in the Contract. In the event the surety company becomes unsatisfactory to OWNER, it may, in its discretion, require from the C/C an additional or new bond in the same or lesser penal sum, satisfactory to it, and to be conditioned as above required. Upon failure to furnish such additional or new bond within fourteen (14) days from the date of written notice to do so, all payments under this Contract will be withheld until such additional bond is furnished.

### **5.11 Invoicing and Payment Terms & Conditions**

All Invoices shall include supporting documents (i.e. timesheets, shipping invoices, consumable listings). All supporting documents must be reviewed and approved by GSA designated Project / Construction Manager prior to invoice submittal for charges. All invoices will be paid NET 30 Days from date invoice is received at the GSA Business Office from the GSA Project Manager. All invoices will be subject to a ten percent (10%) retention. The retention will be paid 60 days after the completion of the contract. **Note: The withholding of a ten percent (10%) retention fee and the use of Standard AIA**

**Document G702 for progress payment invoicing, shall not apply to services identified and invoiced as Technical or Administrative Services.**

### **5.12 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.

A nonresident bidder without a valid Guam business license residing outside of Guam shall be subject to a withholding assessment, the equivalent of the Guam Business Privilege Tax, which shall be equal to 4% of the total value of a contract awarded by all Government of Guam contracts for professional services as a cost of doing business with the Government of Guam. *See 11 GCA § 7114.*

### **5.13 Insurance**

**Contractor Provided Insurance:** The Contractor and subcontractors of all tiers shall procure and maintain the following types and amounts of insurance during the entire term of this Agreement.

- **General Liability Insurance:** Commercial General Liability insurance including coverage for bodily injury and property damage, contractual liability, products and completed operations and, **Broad Form Property Damage**. 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 GSA. GSA, its Directors, Officers, agents, and employees shall be named as additional insureds with respect to any claims arising out of the Project.
- **Professional Liability Insurance:** Professional Liability Insurance in an amount not less than \$3,000,000 combined single limit of liability per incident. Deductibles, if any, shall be approved by GSA. Coverage shall be extended for three years following issuance of Notice of Completion. The policy shall contain an endorsement stating it provides coverage exclusively for the stated jobs only, and the GSA, its Directors, Officers, agents, and employees shall be named as additional insureds with respect to any claims arising out of the Project.
- **Automobile Liability:** Commercial Auto Liability insurance for all owned and non-owned vehicles used in connection with the Projects in an amount not less than \$1,000,000 combined single limit of liability. Deductibles if any shall be approved by

the Owner. GSA, its Directors, Officers, agents, and employees shall be named as additional insureds with respect to any claims arising out of the Project.

- **Workers Compensation:** Statutory Workers' Compensation and Employers Liability insurance.
  - **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.
  - **Carriers:** All policies shall be provided by insurance carriers licensed to conduct business on Guam and having a rating of B or higher by the A. M. Best Company.
  - **Certificates:** Contractor shall provide evidence of the required insurance on standard Accord forms or equivalent.
  - **Exceptions:** Exceptions to any of the above requirements may be made only by written authorization of the Owner.
1. **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 include 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:

**Ms. CLAUDIA ACFALLE  
CHIEF PROCUREMENT OFFICER  
GENERAL SERVICES AGENCY  
PITI, GUAM 96923**

2. **Submittal of Proposals:** One (1) bound original Submittal and three (3) bound copies of each proposal, consisting of technical, contractual, and a separate priced sections must be submitted including all addenda, if any are due at the GSA Procurement Office no later than the time and date specified in Section II, below. Envelopes or packages containing the proposals should be clearly marked, **"Technical Proposal GSA RFP 001-22"**. Proposals must be printed; **CD-ROM submittals will not be accepted**. One copy of a price proposal shall be submitted in a sealed and separate envelope with the markings **"Price Proposal GSA RFP 001-22"**.

## **VI. AWARD**

A fee for service and contract will be negotiated with the highest ranked, responsive, responsible Offeror(s). If a fee/contract cannot be successfully negotiated with the highest ranked Offeror(s), 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 Procurement Act (Public Law 16-124) and the GSA Procurement Regulations (copies are available for inspection at Procurement Office, GSA). 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 GENERAL SERVICES AGENCY (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 specification should be communicated in writing to the named contact individual of the requesting agency/department for interpretation. Questions about any part of this RFP should be communicated in writing to GSA Procurement Office for interpretation. Proposers 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 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. CANCELLATION OF BID SOLICITATION:** Prior to the date set for opening bids, a solicitation maybe cancelled in whole or in part when the Chief Procurement Officer or his designee determines in writing that there are cogent and compelling reasons to believe that the cancellation of the solicitation is in the GSA's best interest, in accordance with the GSA's Procurement Rules and Regulations.
- 5. 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.

A nonresident bidder without a valid Guam business license residing outside of Guam shall be subject to a withholding assessment, the equivalent of the Guam Business Privilege Tax, which shall be equal to 4% of the total value of a contract awarded by all Government of Guam contracts for professional services as a cost of doing business with the Government of Guam. *See* 11 GCA § 7114.

- 6. LOCAL PROCUREMENT PREFERENCE:** All procurement of supplies and services shall be made from among businesses licensed to do business on Guam, where possible, in accordance with 5 GCA § 5008 and GSA Procurement Regulation Section 3.9.14.5.

7. **SERVICE-DISABLED VETERANS PREFERENCE.** A service-disabled veterans' preference is applicable to service-disabled veterans who qualify under 5 GCA §§ 5011 and 5012.
8. **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.
9. **EQUAL EMPLOYMENT OPPORTUNITY.** GSA is an equal opportunity employer and provider. All offerors agree to comply with GSA's 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.
10. **Employment Restriction:** If a contract for services is awarded to the bidder or 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 GSA of the Conviction, within twenty-four hours of the conviction, and will immediately remove such convicted person from providing services on GSA's property. If the service provider is found to be in violation of any of the provisions of this paragraph, then 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 GSA, and the service provider shall notify GSA when action has been taken. If the service provider fails to take corrective steps within twenty-four hours of notice from GSA, then, GSA in its sole discretion may suspend temporarily any contract for services until corrective action has been taken.
11. **ASSIGNMENT.** Assignment will not be accepted without prior written approval from GSA.
12. **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.

- 13. OWNERSHIP RIGHTS.** All documents and other incidental Consultant work or materials furnished hereunder shall be and remain the sole property of 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 GSA without the expressed, written consent of GSA.
- 14. SCOPE OF WORK MODIFICATIONS.** GENERAL SERVICE AGENCY (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.
- 15. NON – DISCRIMINATION.** Contractors shall not discriminate on the basis of race, color, national origin, sex, or physical disability in the performance of GSA contracts.
- 16. TRADE SECRETS AND PROPRIETARY DATA.** Offerors must designate those portions of their proposals that contain trade secrets or proprietary data to be confidential.
- 17. GSA’S GREEN PROTOCOLS:** In compliance with GENERAL SERVICES AGENCY (GSA), policies to promote recycling, energy conservation, and its going “Green” initiatives; the awarded Bidder (or Contractor who has entered into a contract with GSA) must be willing to read and abide to the GENERAL SERVICES AGENCY (GSA), Green Protocols when working on GSA’S premises (grounds or facilities).
- 18. BIODEGRADABLE, REUSEABLE, RECYCLABLE MATERIALS:** 2 GAR Section 1102.2, (GSA Procurement Regulations Section 1.5) Biodegradable, Reusable, Recyclable or Recycled Material or Any Combination: The Chief Procurement Officer, the Director of Public Works, or the head of the Purchasing Agency shall, whenever possible, procure products that are biodegradable, reusable, recyclable, or made of recycled material, or any of these in any combination. The cost (prior to any adjustments for local vendors) of appropriate biodegradable, reusable, recyclable, or recycled products may be as much as ten percent (10%) greater than the cost of the non-biodegradable, non-reusable, non-recyclable, or non-recycled products they are replacing.

## **VIII. SPECIAL GENERAL PROVISIONS**

- 1. REQUESTS 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 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 GSA with specified Services.

3. **WITHDRAWAL OF PROPOSALS.** Proposals may be withdrawn on written request received from the offeror(s) 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, but 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 modifications received, if any, and a description sufficient to identify the supply, service, or construction item offered. The Register of Proposals 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.** GSA requires respondents 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. (See Attachment A Non-Collusion Affidavit Form)
7. **AMENDMENTS TO REQUEST FOR PROPOSALS.** The right is reserved as the interest of GENERAL SERVICES AGENCY (GSA), may require revising or amending the specifications prior to the date set for opening proposals. Such revisions and amendments, if any, will be announced by an amendment or amendments to this 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 proposers known to have received a Request for Proposal. Amendments shall be distributed within a reasonable time to allow prospective firms to consider the issue in preparing their proposals. 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 or, if necessary, by telegram or telephone and confirmed in the amendment.
8. **METHOD OF AWARD. GENERAL SERVICES AGENCY (GSA),** intends to review the Request for Proposals upon receipt. The proposal submitted will be the primary document for evaluation. 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 GSA to award proposals to offers duly authorized and licensed to conduct business in Guam.
9. **DISCLOSURE OF MAJOR SHAREHOLDERS.** As a condition of proposer, any partnership, sole proprietorship or corporation doing business with the GENERAL SERVICES AGENCY (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 immediately preceding submission of a proposal. The affidavit shall contain the number of shares or the percentage of all assets of such person during the twelve (12) month period. In addition, the affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the proposal for the proposer 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. (See Attachment B Disclosure of Major Shareholders Form)

- 10. DETERMINATION OF RESPONSIBILITY OF PROPOSERS.** GSA reserves the right in securing from the Proposer 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 proposer” 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 proposals. The conferences will be conducted only to explain the procurement requirements for this Request for Proposal. The Authority will notify all proposers 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 proposers. GSA management shall notify all proposers 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 proposers. Proposers 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 proposer provides GSA with materials, supplies, or equipment completely assembled, and ready for use.
- 14. COMPETENCY OF PROPOSERS.** Proposals will be considered only from such proposers 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 \$25.00 (U.S.) will be charged for each proposal package. All payments shall be by cash, certified check or money order and shall be made to the Treasury of Guam.
- 16. PROPOSAL ENVELOPE.** Proposal envelope shall be sealed and marked with the proposer’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 proposer is an individual, the proposal should

include a complete resume of the individual. If the proposer 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 at its option, GSA may conduct discussions with responsible proposers who have submitted proposals reasonably considered to be selected for the award with the purpose of clarification to assure full understanding and responsiveness to the solicitation requirement. Proposers 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 proposers.

**19. MODIFICATION OR WITHDRAWAL OF PROPOSALS.** Proposals may be modified or withdrawn at anytime prior to the conclusion of discussion.

**20. SELECTION OF BEST QUALIFIED PROPOSERS.** 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 proposer 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 proposer has a clear understanding of the scope of work, specifically, the essential requirements involved in providing the required services (2) determining that the proposer 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 PROPOSER.** If compensation, contract requirements, and contract documents can be agreed upon with the best-qualified proposer, the contract will be awarded to the proposer.

**23. FAILURE TO NEGOTIATE CONTRACT WITH BEST QUALIFIED PROPOSER.** If compensation, contract requirements, or contract documents cannot be agreed upon with the best qualified proposer, a written record stating the reasons therefore shall be placed in the file and GSA will advise such proposer 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 proposer, GSA will enter into negotiations with the next most qualified

proposer. If negotiations again fail, negotiations will be terminated as provided in this Section and commence with next most qualified proposer.

**24. NOTICE OF AWARD.** GSA will notify all proposers the status of the RPF and intent to award. Written notice of award will be public information and made a part of the contract file.

**25. FAILURE TO NEGOTIATE CONTRACT WITH PROPOSERS INITIALLY SELECTED AS BEST QUALIFIED.** Should GSA be unable to negotiate a contract with any of the proposers initially selected as the best qualified proposers, 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 representation made, whether oral or written by Contractor with respect to third parties shall be binding on GSA.

**27. AFFIDAVIT RE GRATUITIES, KICKBACKS AND FAVORS:** The bidder, offeror or contractor represents that it will not violate the prohibition against gratuities and kickbacks and favors set forth (Gratuities and Kickbacks) in 5 GCA, Chapter 5, Article 11, Ethics in Public Contracting and Section 11.7 (Gratuities and Kickbacks and Favors) of the GSA Procurement Manual. (See Attachment C, **AFFIDAVIT RE GRATUITIES, KICKBACKS AND FAVORS FORM**)

**28. AFFIDAVIT RE ETHICAL STANDARDS:** The bidder, offeror, 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 set forth in 5 GCA, Chapter 5, Article 11, and in Chapter 11 (Ethics in Public Contracting) of the GSA Procurement Manual. (See Attachment D, **AFFIDAVIT RE ETHICAL STANDARDS FORM**)

**29. COVENANT AGAINST CONTINGENT FEES:** The prospective contractor represents as part of such contractor's bid or proposal that such contractor has/has not (Circle applicable word or words) retained any person or agency on a percentage, commission, or other contingent arrangement, except for retention of bona fide employees or bona fide established commercial selling agencies for securing business. (See Attachment E, **AFFIDAVIT RE CONTINGENT FEES FORM**)

**30. DECLARATION RE COMPLIANCE WITH U.S. DEPARTMENT OF LABOR WAGE DETERMINATION:** In accordance with 5 GCA §§ 5801 and 5802, as may be applicable, each bidder certifies that any of its employees whose purpose, in whole or in part, is the direct delivery of service contracted by GSA shall be paid 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 GSA, including health and other similar benefits.

Should any contract contain a renewal clause, then at the time of renewal the Wage Determination on a date most recent to the renewal date shall apply. (See Attachment F, **DECLARATION RE COMPLIANCE WITH U.S. DEPARTMENT OF LABOR WAGE DETERMINATION FORM**)

**REQUEST FOR PROPOSALS NO. GSA -RFP-001-22**

**PROJECT DESCRIPTION: Design-Build Roof Replacement, Repair and  
Hardening of GSA Warehouse**

**SPECIAL REMINDER TO PROSPECTIVE OFFERORS**

Proposers are reminded to read the Request for Proposal, and General Terms and Conditions attached to the RFP to ascertain that all of the following requirements checked below are submitted in the technical proposal envelope. Submittal of Proposals: One (1) bound original Submittal and three (3) bound copies of each proposal, consisting of technical, contractual, and a separate priced sections must be submitted including all addenda, if any are due at the GSA Procurement Office no later than the time and date specified in Section II, below. Envelopes or packages containing the proposals should be clearly marked, "Technical Proposal GSA RFP 001-22" Proposals must be printed; CD ROM submittals will not be accepted. One copy of a price proposal shall be submitted in a sealed and separate envelope with the markings "Price Proposal GSA RFP 001-22".

- ☒ TRANSMITTAL LETTER & STATEMENT OF QUALIFICATION (Section XI)
- ☒ AFFIDAVIT DISCLOSING OWNERSHIP AND COMMISSIONS (AG Form 002)
- ☒ AFFIDAVIT RE NON-COLLUSION (AG Form 003)
- ☒ AFFIDAVIT RE NO GRATUITIES OR KICKBACKS (AG Form 004)
- ☒ AFFIDAVIT RE ETHICAL STANDARDS (AG Form 005)
- ☒ DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION (AG Form 006)
- ☒ AFFIDAVIT RE CONTINGENT FEES (AG Form 007)
- ☒ OTHER REQUIREMENTS: Business License and Contractor's License

This reminder must be signed and returned in the PROPOSAL envelope together with the proposal. **FAILURE TO COMPLY WITH THE ABOVE WILL MEAN A DISQUALIFICATION AND REJECTION OF THE PROPOSAL.**

On this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, I, \_\_\_\_\_, authorized representative of \_\_\_\_\_ acknowledge receipt of this special reminder to prospective offerors for the above referenced RFP and hereby attest that I have read and understand its intent and implications.

\_\_\_\_\_  
Signature of Authorized Representative

**THIS REMINDER FORM MUST BE COMPLETED AND RETURNED IN THE ENVELOPE CONTAINING THE PROPOSAL.**

## AFFIDAVIT RE ETHICAL STANDARDS

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

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

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

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

**NOTARY PUBLIC**

My commission expires \_\_\_\_\_, \_\_\_\_\_.

## AFFIDAVIT re NO GRATUITIES or KICKBACKS

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

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

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

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

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

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

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

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

### Special Provisions

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

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

_____ Signature of Bidder Proposer, if an individual; Partner, if a partnership; Officer, if a corporation.	_____ Date
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Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires, \_\_\_\_\_, \_\_\_\_\_.



**FORM E**

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

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

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

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT ADMINISTRATION By direction of the Secretary of Labor WAGE AND HOUR DIVISION  Daniel W. Simms Director Division of Wage Determinations	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS  WASHINGTON D.C. 20210  Wage Determination No.: 2015-5693 Revision No.: 15 Date Of Last Revision:12/27/2021
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Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026.

If the contract is entered into on or after January 30 2022 or the contract is renewed or extended (e.g. an option is exercised) on or after January 30 2022 Executive Order 14026 generally applies to the contract.

The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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		13.57
01012 - Accounting Clerk II		15.23
01013 - Accounting Clerk III		17.04
01020 - Administrative Assistant		21.43
01035 - Court Reporter		17.40
01041 - Customer Service Representative I		11.51
01042 - Customer Service Representative II		12.94
01043 - Customer Service Representative III		14.12
01051 - Data Entry Operator I		12.15
01052 - Data Entry Operator II		13.25
01060 - Dispatcher Motor Vehicle		17.39
01070 - Document Preparation Clerk		13.85
01090 - Duplicating Machine Operator		13.85

01111	- General Clerk I	10.35
01112	- General Clerk II	11.29
01113	- General Clerk III	12.68
01120	- Housing Referral Assistant	19.39
01141	- Messenger Courier	11.37
01191	- Order Clerk I	12.57
01192	- Order Clerk II	13.71
01261	- Personnel Assistant (Employment) I	15.95
01262	- Personnel Assistant (Employment) II	17.85
01263	- Personnel Assistant (Employment) III	19.89
01270	- Production Control Clerk	21.78
01290	- Rental Clerk	11.10
01300	- Scheduler Maintenance	15.55
01311	- Secretary I	15.55
01312	- Secretary II	17.40
01313	- Secretary III	19.39
01320	- Service Order Dispatcher	15.40
01410	- Supply Technician	21.43
01420	- Survey Worker	16.96
01460	- Switchboard Operator/Receptionist	10.36
01531	- Travel Clerk I	13.01
01532	- Travel Clerk II	14.12
01533	- Travel Clerk III	15.09
01611	- Word Processor I	14.53
01612	- Word Processor II	16.31
01613	- Word Processor III	18.26
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer Fiberglass	15.46
05010	- Automotive Electrician	14.52
05040	- Automotive Glass Installer	13.58
05070	- Automotive Worker	13.58
05110	- Mobile Equipment Servicer	11.65
05130	- Motor Equipment Metal Mechanic	15.46
05160	- Motor Equipment Metal Worker	13.58
05190	- Motor Vehicle Mechanic	15.46
05220	- Motor Vehicle Mechanic Helper	10.66
05250	- Motor Vehicle Upholstery Worker	12.64
05280	- Motor Vehicle Wrecker	13.58
05310	- Painter Automotive	14.52
05340	- Radiator Repair Specialist	13.58
05370	- Tire Repairer	12.67
05400	- Transmission Repair Specialist	15.46
07000	- Food Preparation And Service Occupations	
07010	- Baker	10.47
07041	- Cook I	13.26
07042	- Cook II	15.46
07070	- Dishwasher	9.31
07130	- Food Service Worker	9.45
07210	- Meat Cutter	12.13
07260	- Waiter/Waitress	9.27
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	8.04
09040	- Furniture Handler	10.95
09080	- Furniture Refinisher	18.04
09090	- Furniture Refinisher Helper	13.27
09110	- Furniture Repairer Minor	15.70
09130	- Upholsterer	18.04
11000	- General Services And Support Occupations	
11030	- Cleaner Vehicles	9.35

11060 - Elevator Operator	9.54
11090 - Gardener	13.00
11122 - Housekeeping Aide	9.54
11150 - Janitor	9.54
11210 - Laborer Grounds Maintenance	9.82
11240 - Maid or Houseman	9.32
11260 - Pruner	8.79
11270 - Tractor Operator	11.90
11330 - Trail Maintenance Worker	9.82
11360 - Window Cleaner	10.66
12000 - Health Occupations	
12010 - Ambulance Driver	18.23
12011 - Breath Alcohol Technician	18.23
12012 - Certified Occupational Therapist Assistant	25.01
12015 - Certified Physical Therapist Assistant	25.01
12020 - Dental Assistant	16.32
12025 - Dental Hygienist	36.12
12030 - EKG Technician	25.99
12035 - Electro-neurodiagnostic Technologist	25.99
12040 - Emergency Medical Technician	18.23
12071 - Licensed Practical Nurse I	16.30
12072 - Licensed Practical Nurse II	18.23
12073 - Licensed Practical Nurse III	20.32
12100 - Medical Assistant	12.26
12130 - Medical Laboratory Technician	18.82
12160 - Medical Record Clerk	13.61
12190 - Medical Record Technician	17.77
12195 - Medical Transcriptionist	16.30
12210 - Nuclear Medicine Technologist	40.06
12221 - Nursing Assistant I	11.34
12222 - Nursing Assistant II	12.75
12223 - Nursing Assistant III	13.91
12224 - Nursing Assistant IV	15.61
12235 - Optical Dispenser	18.23
12236 - Optical Technician	16.30
12250 - Pharmacy Technician	15.49
12280 - Phlebotomist	16.30
12305 - Radiologic Technologist	25.33
12311 - Registered Nurse I	23.18
12312 - Registered Nurse II	28.36
12313 - Registered Nurse II Specialist	28.36
12314 - Registered Nurse III	34.32
12315 - Registered Nurse III Anesthetist	34.32
12316 - Registered Nurse IV	41.13
12317 - Scheduler (Drug and Alcohol Testing)	22.58
12320 - Substance Abuse Treatment Counselor	22.58
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.20
13012 - Exhibits Specialist II	26.27
13013 - Exhibits Specialist III	32.13
13041 - Illustrator I	21.20
13042 - Illustrator II	26.27
13043 - Illustrator III	32.13
13047 - Librarian	29.09
13050 - Library Aide/Clerk	16.88
13054 - Library Information Technology Systems Administrator	26.27
13058 - Library Technician	16.64
13061 - Media Specialist I	18.96

13062 - Media Specialist II	21.20
13063 - Media Specialist III	23.63
13071 - Photographer I	18.96
13072 - Photographer II	21.20
13073 - Photographer III	26.27
13074 - Photographer IV	32.13
13075 - Photographer V	38.88
13090 - Technical Order Library Clerk	21.20
13110 - Video Teleconference Technician	18.96
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.71
14042 - Computer Operator II	17.22
14043 - Computer Operator III	19.19
14044 - Computer Operator IV	21.33
14045 - Computer Operator V	23.62
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	15.71
14160 - Personal Computer Support Technician	21.33
14170 - System Support Specialist	21.24
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)	34.91
15050 - Computer Based Training Specialist / Instructor	24.23
15060 - Educational Technologist	27.61
15070 - Flight Instructor (Pilot)	34.91
15080 - Graphic Artist	20.47
15085 - Maintenance Test Pilot Fixed Jet/Prop	34.91
15086 - Maintenance Test Pilot Rotary Wing	34.91
15088 - Non-Maintenance Test/Co-Pilot	34.91
15090 - Technical Instructor	17.67
15095 - Technical Instructor/Course Developer	23.78
15110 - Test Proctor	15.70
15120 - Tutor	15.70
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	10.12
16030 - Counter Attendant	10.12
16040 - Dry Cleaner	11.56
16070 - Finisher Flatwork Machine	10.12
16090 - Presser Hand	10.12
16110 - Presser Machine Dry-cleaning	10.12
16130 - Presser Machine Shirts	10.12
16160 - Presser Machine Wearing Apparel Laundry	10.12
16190 - Sewing Machine Operator	12.04
16220 - Tailor	12.52
16250 - Washer Machine	10.60
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.46
19040 - Tool And Die Maker	24.46
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.96
21030 - Material Coordinator	21.78
21040 - Material Expediter	21.78

21050 - Material Handling Laborer	11.37
21071 - Order Filler	9.76
21080 - Production Line Worker (Food Processing)	13.96
21110 - Shipping Packer	17.12
21130 - Shipping/Receiving Clerk	17.12
21140 - Store Worker I	15.22
21150 - Stock Clerk	21.40
21210 - Tools And Parts Attendant	13.96
21410 - Warehouse Specialist	13.96
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.04
23019 - Aircraft Logs and Records Technician	19.47
23021 - Aircraft Mechanic I	23.84
23022 - Aircraft Mechanic II	25.04
23023 - Aircraft Mechanic III	26.30
23040 - Aircraft Mechanic Helper	16.58
23050 - Aircraft Painter	22.39
23060 - Aircraft Servicer	19.47
23070 - Aircraft Survival Flight Equipment Technician	22.39
23080 - Aircraft Worker	21.03
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	21.03
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	23.84
23110 - Appliance Mechanic	19.46
23120 - Bicycle Repairer	15.61
23125 - Cable Splicer	19.59
23130 - Carpenter Maintenance	16.07
23140 - Carpet Layer	18.20
23160 - Electrician Maintenance	18.05
23181 - Electronics Technician Maintenance I	18.20
23182 - Electronics Technician Maintenance II	19.46
23183 - Electronics Technician Maintenance III	20.72
23260 - Fabric Worker	16.94
23290 - Fire Alarm System Mechanic	16.77
23310 - Fire Extinguisher Repairer	15.61
23311 - Fuel Distribution System Mechanic	20.72
23312 - Fuel Distribution System Operator	15.61
23370 - General Maintenance Worker	12.01
23380 - Ground Support Equipment Mechanic	23.84
23381 - Ground Support Equipment Servicer	19.47
23382 - Ground Support Equipment Worker	21.03
23391 - Gunsmith I	15.61
23392 - Gunsmith II	18.20
23393 - Gunsmith III	20.72
23410 - Heating Ventilation And Air-Conditioning Mechanic	17.50
23411 - Heating Ventilation And Air Conditioning Mechanic (Research Facility)	18.61
23430 - Heavy Equipment Mechanic	19.27
23440 - Heavy Equipment Operator	17.76
23460 - Instrument Mechanic	20.72
23465 - Laboratory/Shelter Mechanic	19.46
23470 - Laborer	11.37
23510 - Locksmith	19.46
23530 - Machinery Maintenance Mechanic	23.13
23550 - Machinist Maintenance	20.72
23580 - Maintenance Trades Helper	10.67
23591 - Metrology Technician I	20.72
23592 - Metrology Technician II	22.03
23593 - Metrology Technician III	23.33
23640 - Millwright	20.72

23710 - Office Appliance Repairer	19.46
23760 - Painter Maintenance	14.08
23790 - Pipefitter Maintenance	18.39
23810 - Plumber Maintenance	17.27
23820 - Pneudraulic Systems Mechanic	20.72
23850 - Rigger	20.72
23870 - Scale Mechanic	18.20
23890 - Sheet-Metal Worker Maintenance	17.35
23910 - Small Engine Mechanic	18.20
23931 - Telecommunications Mechanic I	19.76
23932 - Telecommunications Mechanic II	21.01
23950 - Telephone Lineman	18.24
23960 - Welder Combination Maintenance	18.31
23965 - Well Driller	21.13
23970 - Woodcraft Worker	20.71
23980 - Woodworker	15.61
24000 - Personal Needs Occupations	
24550 - Case Manager	15.01
24570 - Child Care Attendant	10.09
24580 - Child Care Center Clerk	13.25
24610 - Chore Aide	12.78
24620 - Family Readiness And Support Services Coordinator	15.01
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	20.72
25040 - Sewage Plant Operator	21.59
25070 - Stationary Engineer	20.72
25190 - Ventilation Equipment Tender	14.29
25210 - Water Treatment Plant Operator	21.59
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.90
27007 - Baggage Inspector	9.48
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	9.48
27102 - Guard II	10.90
27131 - Police Officer I	12.05
27132 - Police Officer II	13.40
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.24
28042 - Carnival Equipment Repairer	14.46
28043 - Carnival Worker	9.78
28210 - Gate Attendant/Gate Tender	13.18
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	14.74
28510 - Recreation Aide/Health Facility Attendant	11.84
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	25.98
29020 - Hatch Tender	25.98
29030 - Line Handler	25.98
29041 - Stevedore I	24.18
29042 - Stevedore II	27.79

30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	40.29
30011 - Air Traffic Control Specialist Station(HFO) (see 2)	27.78
30012 - Air Traffic Control Specialist Terminal HFO) (see 2)	30.59
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	23.08
30051 - Cryogenic Technician I	25.57
30052 - Cryogenic Technician II	28.24
30061 - Drafter/CAD Operator I	17.49
30062 - Drafter/CAD Operator II	19.56
30063 - Drafter/CAD Operator III	20.77
30064 - Drafter/CAD Operator IV	25.57
30081 - Engineering Technician I	14.84
30082 - Engineering Technician II	16.66
30083 - Engineering Technician III	18.64
30084 - Engineering Technician IV	23.08
30085 - Engineering Technician V	28.24
30086 - Engineering Technician VI	34.16
30090 - Environmental Technician	23.08
30095 - Evidence Control Specialist	23.08
30210 - Laboratory Technician	20.77
30221 - Latent Fingerprint Technician I	25.57
30222 - Latent Fingerprint Technician II	28.24
30240 - Mathematical Technician	23.34
30361 - Paralegal/Legal Assistant I	19.54
30362 - Paralegal/Legal Assistant II	24.21
30363 - Paralegal/Legal Assistant III	29.61
30364 - Paralegal/Legal Assistant IV	35.83
30375 - Petroleum Supply Specialist	28.24
30390 - Photo-Optics Technician	21.93
30395 - Radiation Control Technician	28.24
30461 - Technical Writer I	23.08
30462 - Technical Writer II	28.24
30463 - Technical Writer III	34.16
30491 - Unexploded Ordnance (UXO) Technician I	25.60
30492 - Unexploded Ordnance (UXO) Technician II	30.98
30493 - Unexploded Ordnance (UXO) Technician III	37.13
30494 - Unexploded (UXO) Safety Escort	25.60
30495 - Unexploded (UXO) Sweep Personnel	25.60
30501 - Weather Forecaster I	25.57
30502 - Weather Forecaster II	31.09
30620 - Weather Observer Combined Upper Air Or (see 2)	20.77
Surface Programs	
30621 - Weather Observer Senior (see 2)	23.08
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.98
31020 - Bus Aide	8.15
31030 - Bus Driver	10.66
31043 - Driver Courier	9.69
31260 - Parking and Lot Attendant	9.91
31290 - Shuttle Bus Driver	11.65
31310 - Taxi Driver	11.41
31361 - Truckdriver Light	10.59
31362 - Truckdriver Medium	11.61
31363 - Truckdriver Heavy	14.64
31364 - Truckdriver Tractor-Trailer	14.64



99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.10
99030 - Cashier	9.63
99050 - Desk Clerk	9.70
99095 - Embalmer	25.60
99130 - Flight Follower	25.60
99251 - Laboratory Animal Caretaker I	23.38
99252 - Laboratory Animal Caretaker II	25.54
99260 - Marketing Analyst	21.54
99310 - Mortician	25.60
99410 - Pest Controller	14.61
99510 - Photofinishing Worker	13.45
99710 - Recycling Laborer	17.32
99711 - Recycling Specialist	23.38
99730 - Refuse Collector	16.40
99810 - Sales Clerk	9.87
99820 - School Crossing Guard	17.27
99830 - Survey Party Chief	23.01
99831 - Surveying Aide	13.08
99832 - Surveying Technician	17.00
99840 - Vending Machine Attendant	23.38
99841 - Vending Machine Repairer	29.78
99842 - Vending Machine Repairer Helper	23.38

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Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after

January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.60 per hour up to 40 hours per week or \$184.00 per week or \$797.33 per month

HEALTH & WELFARE EO 13706: \$4.23 per hour up to 40 hours per week or \$169.20 per week or \$733.20 per month\*

\*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

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 eleven paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day June tenth National Independence 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 4.174)

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 re-grading 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.

**\*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\***

The duties of employees under job titles listed are those described in the

"Service Contract Act Directory of Occupations" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

\*\* 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 (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wagedetermination 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 the 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 U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).
- 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 Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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" should be used to compare job definitions to ensure 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 (See 29 CFR 4.152(c)(1))."

## AFFIDAVIT re NON-COLLUSION

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

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

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

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

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

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

**NOTARY PUBLIC**

My commission expires, \_\_\_\_\_, \_\_\_\_\_.

(Required by 5 GCA § 5233 as amended by P.L. 36-13 (4/9/2021))

- [ ] One or more of the more-than-10% owners listed above is a business or artificial person. Any more-than-25% owners of such a business or artificial person are listed below per 5 GCA § 5233. Note: any less-than-25% owners of such a business or artificial person is encouraged to also be listed below.

**Name of >10% Owner Business or Artificial Person:**

--

<b>Names of owners of the &gt;10% Owner Business or Artificial Person ("Second Tier Owner")</b>	<b>Owner's Principal Place of Business Street Address</b>	<b>% of Interest</b>

**Name of other >10% Owner Business or Artificial Person:**

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<b>Names of owners of the &gt;10% Owner Business or Artificial Person ("Second Tier Owner")</b>	<b>Owner's Principal Place of Business Street Address</b>	<b>% of Interest</b>

- B. If any Second Tier Owner identified above is an artificial person, the natural or artificial owners of such Second Tier Owner who have held more than 49% of the shares or interest in the Bidder/Offeror/Prospective Contractor (Third Tier Owners) are as follows [if none, please so state]:

Second Tier OwnerName\_\_\_\_\_

<b>Name of Third Tier Owner</b>	<b>Principal Place of Business Street Address</b>	<b>% of Interest</b>



- C. If the name of no natural person has been identified as an owner, or a Second or Third Tier Owner of the Bidder/Offeror/Prospective Contractor, please identify the name, position, address, and contact information of the natural person having the authority and responsibility for the

Bid/Offer/Proposal/Prospective Contract, and the name of any natural person who has the authority and power to remove and replace the designated responsible person:

Name of Natural Person	Position	Street Address of Principal Place of Business	Phone Number, Email Address, and other Contact Information

- D. Further, I say that the persons who have received or are entitled to receive a commission, gratuity, contingent fee or other compensation to solicit, secure, or assist in obtaining business related to the Bid/Offer/Proposal/Prospective Contract for which this Affidavit is submitted are as follows (if none, please so state):

Name	Principal Place of Business Street Address	Amount of Compensation

- E. Further, I say that the persons who have directly or indirectly participated in this solicitation and who are also employees of the government of Guam or the government of the United States, if federal funds are to be used in the payment of the contract related to the Bid/Offer/Proposal/Prospective Contract for which this Affidavit is submitted, are as follows (if none, please so state):

Name	Principal Place of Business Street Address

- F. Regardless of any ownership interest, the following individuals have the power to control the performance of the contract or to control the Bidder/Offeror/Prospective Contractor, directly or indirectly:

Name	Principal Place of Business Street Address

- G. Until award of the contract, and throughout the term of any contract awarded to the Bidder/Offeror/Prospective Contractor represented herein, I agree to promptly make any

disclosures not made previously and update changes in ownership, identities of owners and other required information, interests, compensation or conflicts of the persons required to be disclosed. I understand that failure to comply with this requirement shall constitute a material breach of contract.

H. I hereby declare under penalty of perjury under the laws of Guam that the foregoing is true and correct.

Executed on:

\_\_\_\_\_ (date)

\_\_\_\_\_  
Signature of one of the following:

Bidder/Offeror/Prospective Contractor, if a licensed individual  
Owner of sole proprietorship Bidder/Offeror/Prospective  
Contractor

Partner, if the Bidder/Offeror/Prospective Contractor is a  
partnership

Officer, if the Bidder/Offeror/Prospective Contractor is a  
corporation

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Notary Public**

**My commission expires:** \_\_\_\_\_

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

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